

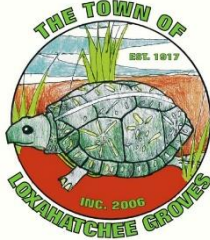
TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

FEBRUARY 04, 2025 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

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

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

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Glen Torcivia

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

PRESENTATIONS

1. FPL Update by Ilan Kaufer and Daniel Turbet

QUASI-JUDICIAL PUBLIC HEARING

2. Presentation on Groves at Town Center regarding Comprehensive Plan Text Amendment, Master Plan Amendment (Rezoning), Hotel Site Plan, and Park Site Plan
3. **APPROVAL OF ORDINANCE NO. 2024-09 ON SECOND 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.

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4. **APPROVAL OF ORDINANCE NO. 2024-10 ON SECOND READING:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
5. **APPROVAL OF RESOLUTION NO. 2025-06:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN APPLICATION TO ACCOMMODATE A THREE (3) STORY, 81-ROOM HOTEL ON POD TC OF THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 2.2 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
6. **APPROVAL OF RESOLUTION NO. 2025-07:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN APPLICATION TO ACCOMMODATE A PLANNED OPEN SPACE WITHIN POD G OF THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 5.5 ACES OF LAND, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSENT AGENDA

7. **APPROVAL OF RESOLUTION NO. 2024-86:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.
8. **APPROVAL OF RESOLUTION NO. 2025-08:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR OF THE TOWN OF LOXAHATCHEE GROVES AS THE SIGNING DESIGNEE FOR ALL GRANT APPLICATIONS ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
9. **APPROVAL OF RESOLUTION NO. 2025-09:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH DEBRIS DOG, INC. TO PROVIDE TREE DEBRIS REMOVAL SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

10. **APPROVAL OF RESOLUTION NO. 2025-10:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE TOWN OF PALM BEACH GARDENS ITB NO. 2024-160PS; AND PROVIDING FOR AN EFFECTIVE DATE.
11. **APPROVAL OF RESOLUTION NO. 2025-11:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE TOWN OF LOXAHATCHEE GROVES TO APPROVE AND ADOPT THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.
12. **APPROVAL OF RESOLUTION NO. 2025-13:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX; 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.
13. Approval of the Town Council Meeting Minutes
14. Quarterly Reports – Receive & File

TOWN COUNCIL'S REGULAR AGENDA

None.

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

DISTRICT'S REGULAR AGENDA

None.

RECONVENE TOWN COUNCIL MEETING

DISCUSSION

- [15.](#) Discussion on Livestock Waste Franchise Agreement
- [16.](#) Discussion on 2025 TLG New Rural Road Improvement Standards

INFORMATIONAL ITEMS

- [17.](#) February 2025 Calendar
- [18.](#) February Proclamations
 - 2-1-1 Proclamation
 - National Future Farmers of America (FFA) Week
 - National Engineers Week
- [19.](#) 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)

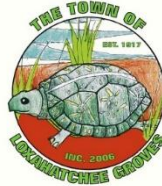
Mayor Anita Kane (Seat 3)

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 of Loxahatchee Groves Town Council

FROM: Planning and Zoning Department

DATE: January 24, 2024

SUBJECT: Groves at Town Center – Comprehensive Plan Text Amendment, Master Plan Amendment (Rezoning), Hotel Site Plan, and Park Site Plan

Background:

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

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

- 1) Comprehensive plan text amendment to: (1) Permit up to 81 lodging units within the subject property (MLU) (2) Eliminate the allocation for a 128-bed congregate living facility (3) Establish an allowance for a public park (4) Establish intensity and density measurement standards for the hotel use, and (5) Exempt the subject site from Policy 1.2.1 of the comprehensive plan which restricts commercial uses to south of East Citrus Drive.
- 2) Master Plan, PUD amendment to: Establish Pod TC for hotel purposes, establish Pod G for park purposes, and amend existing conditions of approval.
- 3) Site Plan approval to: establish a three (3) story, 81-room hotel on Pod TC.
- 4) Site Plan approval to: establish an open space, to be utilized by the Town, on Pod G.

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

Problem Solution: The Town Council will conduct a public hearing to consider a motion to approve, approve with conditions, or deny the Comprehensive Plan Text Amendment, Master Plan PUD Amendment, and two site plan applications.

2. CURRENT ACTIVITY

The Comprehensive Plan Text Amendment was presented at a Planning and Zoning Board (PZB) meeting on July 22, 2024 and August 29, 2024. The PZB recommended denial of the application. The Town Council voted to transmit the amendment on December 3, 2024.

The Master Plan PUD Amendment was presented at a Planning and Zoning Board (PZB) meeting on July 22, 2024 and August 29, 2024. The PZB recommended denial of the application. The Town Council made approved the ordinance on first reading on January 7, 2025.

The hotel site plan, located on Pod TC, was presented at a Planning and Zoning Board (PZB) meeting on July 22, 2024 and August 29, 2024. The PZB recommended denial of the application.

The park site plan, located on Pod G, was presented at a Planning and Zoning Board (PZB) meeting on July 22, 2024. August 29, 2024. The PZB recommended denial of the application.

3. ATTACHMENTS

1. Groves Town Center Staff Report: Comprehensive Plan Text Amendment, Master Plan Amendment, Hotel Site Plan, Park Site Plan

4. FINANCIAL IMPACT

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

5. **RECOMMENDED ACTION:** Recommend that the Town Council approve the master plan amendment and two (2) site plan applications [hotel and public park]. 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: PLANNING AND ZONING DEPARTMENT

RE: STAFF REPORT: LOXAHATCHEE EQUESTRIAN PARTNERS LLC/SOLAR SPORTSYSTEMS, INC./GROVES HOSPITALITY LLC, COMPREHENSIVE PLAN TEXT AMENDMENT, MASTER PLAN AMENDMENT, HOTEL SITE PLAN, PUBLIC PARK SITE PLAN.

DATE: January 22, 2025

I. GENERAL INFORMATION

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

B. Owner: Solar Sportsystems, Inc.

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

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

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

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

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

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

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

To accommodate the proposed master plan revisions and site plan approval of both the 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 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 81 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. REQUESTED PUD AMENDMENTS: CONCEPTUAL MASTER PLAN REVISION

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

The Property is subject to the Groves Town Center Conceptual Master Plan ("Conceptual Master Plan"), which was initially approved on February 17, 2015 and subsequently revised on November 6, 2018 via Ordinance 2018-08 and again amended via Ordinance 2019-08. The current approved Conceptual Master Plan is included as Attachment 4. The proposed amended Conceptual Master Plan is included as Attachment 5.

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

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

In conjunction with the amended plan drawing, the applicant also proposes to amend the existing conditions of approval outlined in Ord. 2019-08 as shown in Attachment 6. Generally, the amendments reflect revised approval dates, completed work, and the proposed master plan amendments.

SITE PLAN – HOTEL, POD TC (Attachment 7)

Site Location. The proposed hotel is located on Pod TC as shown in the conceptual master plan. Generally, located north of Southern Boulevard, south of Tangerine Drive, and approximately 1,000 feet east of B Road. Pod TC is proposed to be subdivided as permitted by Sec. 41-010.4.b. The subject site is approximately two (2) acres.

Proposed Use. The applicant proposes a hotel on the subject site, as permitted by Sec. 25-015. The subject site is zoned as a Multi-Land Use Planned Unit Development ('MLU-PUD') and has a commercial-low land use. Per Sec. 41-020.D.2, the subject site is governed by the commercial-low zoning regulations.

Site and Building Design. Generally, the building is located in the middle of the subject site, and exceeds the required setbacks. The 81-room hotel measures 34 feet to the roof deck where 35 feet is permitted. The building includes three (3) stories and approximately 41,318 square feet.

The main entrance is provided on the north side of the building and includes a porte cochere for check-ins. A fenced, outdoor amenity area including a pool and sitting areas are located along the southern façade.

Site Access, Circulation, and Parking. A two-way driveway provides access to the site along the western property line. A two-way circulation loop provides access to the main entrance and all parking spaces. A total of 82 parking spaces are required and 83 spaces are provided. Parking spaces include a mixture of full-sized spaces (min. 11'x22.5') and reduced sized parking spaces (9' x 19'). Reduced sized spaces are part of a waiver request. A dedicated loading space is provided, as required.

Full circulation is provided via a temporary driveway that extends across the new, internal lot line. This will allow fire rescue to access the site without backing up. Pedestrian connections are provided along the southern and western property lines via an existing sidewalk. A sidewalk is provided around the base of the building as well.

Mechanical Equipment and Waste Management. Mechanical equipment, except for the pool equipment, will be roof-mounted and screened by a sloped parapet. Pool equipment is in a fully enclosed structure along the southern façade. A dumpster enclosure is located at the northwest corner of the site, within the rear yard as required by Sec. 25-010.F.3. The dumpster enclosure includes a six-foot. masonry wall and opaque swinging doors.

Landscaping. Perimeter landscaping is proposed along the north, south, and west property lines. Interior landscape islands are provided within the parking area , approximately every ten (10) spaces. The plan includes 36 percent pervious area where 30 percent is required.

Outdoor Lighting. Outdoor lighting is provided via 25-foot pole-mounted lamps. Poles are generally located around the perimeter of the parking lot.

Waivers Requested. Waivers from established regulations are permitted via Sec. 41-020.E. Per the established zoning standards, a waiver or waivers may be granted to a proposed PUD upon demonstration of significant contributions to implementing Town planning objectives and maintaining its rural character. The applicant provided a justification statement appended hereto. Waivers requested include the following, and are described by the applicant as noted below:

The first waiver is to provide a certain number of parking spaces that do not meet the minimum dimensional standards. The proposed project includes ten (10) parking spaces that meet the Town's standard size of 11' wide by 22.5' long and four (4) full sized ADA spaces. The site also includes four (4) "extra-long" spaces that measure 11' x36'. The remaining 65 spaces measure 9'x19', complying with the industry standard 9'x18' parking space, but less than the code required dimensions. Therefore, Developer is asking for a waiver of the minimum parking stall dimensions.

The second waiver allows outdoor lighting to remain on after 11 PM, to help prevent accidents, deter crime, and maintain an attractive community environment. The PUD Master Plan ordinance establishes that applicants within the PUD may apply for this waiver. The hotel, by the nature of it's use, will have customers who will be checking in or coming and going from the hotel after 11 PM and before dawn. Therefore, to ensure the parking lot is a secure place requests the waiver to extend the hours during which outdoor lighting may be provided.

IV. SITE PLAN – PUBLIC PARK, POD G (Attachment 8)

Site Location. The proposed public park is located in Pod G, as shown in the conceptual master plan. Generally, located north of Tangerine Drive and approximately 1,000 feet east of B Road. The subject site is approximately five (5) acres.

Proposed Use. The applicant proposes a public park on the subject site as permitted by Sec. 30-015. The subject site is zoned as a Multi-Land Use Planned Unit Development ('MLU-PUD') and has an institutional land use. Per Sec. 41-020.D.2, the subject site is governed by the institutional zoning regulations.

Site Access, Circulation, and Parking. Access to the site is granted via a two-way driveway along the southern property line. This stabilized, pervious drive connects to a stabilized parking area. This area can accommodate various vehicles including horse trailers. An equestrian culvert will connect the parking area and park to the existing perimeter trail system.

Site Design. No permanent structures are proposed on the subject site. A 3-rail wooden fence is proposed around the perimeter of the parking area, which is generally located along the western half of the property. The eastern portion of the site remains open for activities and events. A conservation easement is located at the northeast corner of the site where the applicant proposes bench seating, overlooking the wetland.

Waivers Requested. Waivers from established regulations are permitted via Sec. 41-020.E. Per the established zoning standards, a waiver or waivers may be granted to a proposed PUD upon demonstration of significant contributions to implementing Town planning objectives and maintaining its rural character. The applicant provided a justification statement appended hereto. Waivers requested include the following, as described by the applicant:

The waiver is to exceed the maximum plot size of five acres for an Institutional use per Sec. 30-035. Pod G is 5.43 acres. The Town Commons use is a low impact Institutional use, therefore exceeding the minimum lot size will not cause any issues. Further, if the conservation easement on Pod G that protects the existing wetland is excluded, the size of Pod G is reduced to 4.16 acres.

V. 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.

VI. PLANNING AND ZONING BOARD (PZB) RECOMMENDATION

The Planning and Zoning Board held public hearings on July 22, 2024 and August 29, 2024 to consider all applications, including the comprehensive plan text amendment, master plan amendment, hotel site plan, and park site plan. The Board voted to recommend denial of all applications.

NOTE: After the August 29, 2024, PZB meeting, the hotel site plan was revised to reduce the number of waivers requested by reducing the total room count to 81-rooms, and by reducing the building height, amongst other revisions.

VII. 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.

Comprehensive Plan Text Amendment, Conditions of Approval:

- A. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the subject applications prior to issuance of any building permit. This includes, but may not be

limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

Master Plan Amendment (Rezoning), Conditions of Approval:

Staff recommends the Town Council approve the master plan amendment subject to the following conditions of approval:

- A. Within ninety (90) days of any site plan approval for a hotel use, Solar Sportsystems, Inc. (including its successors and assigns) shall design and install a “pork-chop” median within the B Road right-of-way, at the intersection of Avocado Road, to preclude cross-traffic movements and left-out movements from Avocado Road. The median modification, at the discretion of the Town, may be constructed using bollards, flexible delineators, or similar. For a period of two (2) years, Solar Sportsystems shall assume all maintenance obligations of the median improvement. Upon mutual agreement between Solar Sportsystems and the Town, the median improvement may be removed if deemed to be ineffective or unnecessary.
- B. Prior to the issuance of the final building permit for the approved Groves at Town Center master planned area, the Town may notify Solar Sportsystems, Inc. (including its successors and assigns) in writing to require an alternative design to the pork chop median described in condition of approval (A). The alternative design shall be designed as a permanent installation and improvement within B Road, and shall generally be designed as a median with a mountable curb, if applicable. The median design shall be coordinated with the Town; however, Solar Sportsystems shall be responsible for the design and installation of the median.
- C. Within ninety (90) days of any site plan approval for a hotel use, Solar Sportsystems, Inc. (including its successors and assigns) shall design and install paint striping within B Road right-of-way to depict a “do not block the box” area at the intersection of Avocado Road.
- D. In recognition of existing circulation issues along B Road adjacent to the Groves Town Center master planned site (“Site”) and the projected increase in traffic and impact on traffic circulation based on the conversion to the hotel use at the Site, changes to the configuration of traffic patterns in the B Road right-of-way, are necessary. Prior to the issuance of the final certificate of occupancy for the hotel use on the Site, the applicant, or its successors or assigns, shall contact the Town in writing to evaluate the proportionate fair share contribution of such changes that is applicable based on the projected increased traffic and impact on traffic circulation generated as a result of the conversion to the hotel use.
- E. All previous conditions of approval shall remain in effect unless otherwise modified by Ordinance 2024-10.
- F. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the subject

applications prior to issuance of any building permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

Hotel Site Plan, Conditions of Approval:

Staff recommends approval of the hotel site plan subject to the following conditions of approval:

- A. Prior to issuance of a vegetation removal permit, the applicant shall coordinate with the Town's arborist to determine the health of the existing oak hammock, generally located at the northwest corner of the subject site. If deemed to be viable for relocation by the Town's arborist, the applicant shall act in good faith to relocate identified oak trees to Pod G within the Groves at Town Center master planned site. If the Town arborist identifies oaks within the hammock that are not viable for relocation, the applicant shall revise the landscape plan for the park (Pod G) to provide additional oak trees at an inch-per-inch rate for any demolished oak trees within the hammock on Pod TC. If sufficient room is not available within the park for relocation, other sites within the master planned area may be utilized for planting. The relocation and/or replacement of trees shall occur prior to issuance of a building permit for the hotel.
- B. Prior to any land clearing activities, the property owner shall comply with the permit approval requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87). Compliance with this condition requires an initial application and approval of a Vegetation Removal Permit (VRP) including a tree removal mitigation plan consisting of the following components: mitigation requirements; mitigation plant cost estimate; mitigation plan description; landscape plan (if a component of the mitigation plan); description of the planting and maintenance schedule; and projected date of completion of the mitigation plan. The approved landscape plan may be amended administratively in order to comply with the approved VRP.
- C. The Town shall inspect all landscaping on a periodic basis to ensure that it is being properly maintained and is growing in at a normal rate. The Town may require the Owner to add additional landscaping material if planted material is not growing at a normal rate as would be expected based upon the professional judgement of the Town arborist or landscape consultant retained by the Town.
- D. Prior to issuance of a land development permit, the applicant shall address the following conditions of approval:
 1. **CIVIL PLANS: 8 sheets, revised 4-15-24, signed and sealed 10-1-24, by EA3 Civil Engineering, Inc.**
 - i. Update exfiltration calculations per the revised length.
 - ii. Clearly label all swales.
 - iii. Provide control structure detail.
 2. **DRAINAGE CALCULATIONS: 35 sheets, dated September 2024, by EA3 Civil Engineering, Inc.**

- i. Update exfiltration calculations per the revised length.
- ii. Include all swales from the Sheet C200 in the proposed stage storage table.
- iii. Cascade structure information does not appear to match Sheet C200.

3. **OTHER:**

- i. Provide permits from applicable agencies including, but not limited to, SFWMD, PBCWUD, Palm Beach Fire Rescue, etc.
 - ii. Additional comments may be provided during Site Development review.
- E. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the subject applications prior to issuance of any building permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
- F. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

Park Site Plan, Conditions of Approval:

Staff recommends approval of the park site plan subject to the following conditions of approval:

- A. Prior to any land clearing activities, the property owner shall comply with the permit approval requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87). Compliance with this condition requires an initial application and approval of a Vegetation Removal Permit (VRP) including a tree removal mitigation plan consisting of the following components: mitigation requirements; mitigation plant cost estimate; mitigation plan description; landscape plan (if a component of the mitigation plan); description of the planting and maintenance schedule; and projected date of completion of the mitigation plan. The approved landscape plan may be amended administratively in order to comply with the approved VRP.
- B. The Town shall inspect all landscaping on a periodic basis to ensure that it is being properly maintained and is growing in at a normal rate. The Town may require the Owner to add additional landscaping material if planted material is not growing at a normal rate as would be expected based upon the professional judgement of the Town arborist or landscape consultant retained by the Town.
- C. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the subject applications prior to issuance of any building permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

- D. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

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 81 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.

ATTACHMENT C

STATEMENT OF USE GROVES TOWN CENTER PUD

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

DEVELOPMENT PROGRAM

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

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

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

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

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

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

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

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

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

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

Existing Uses of Adjacent Lands

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

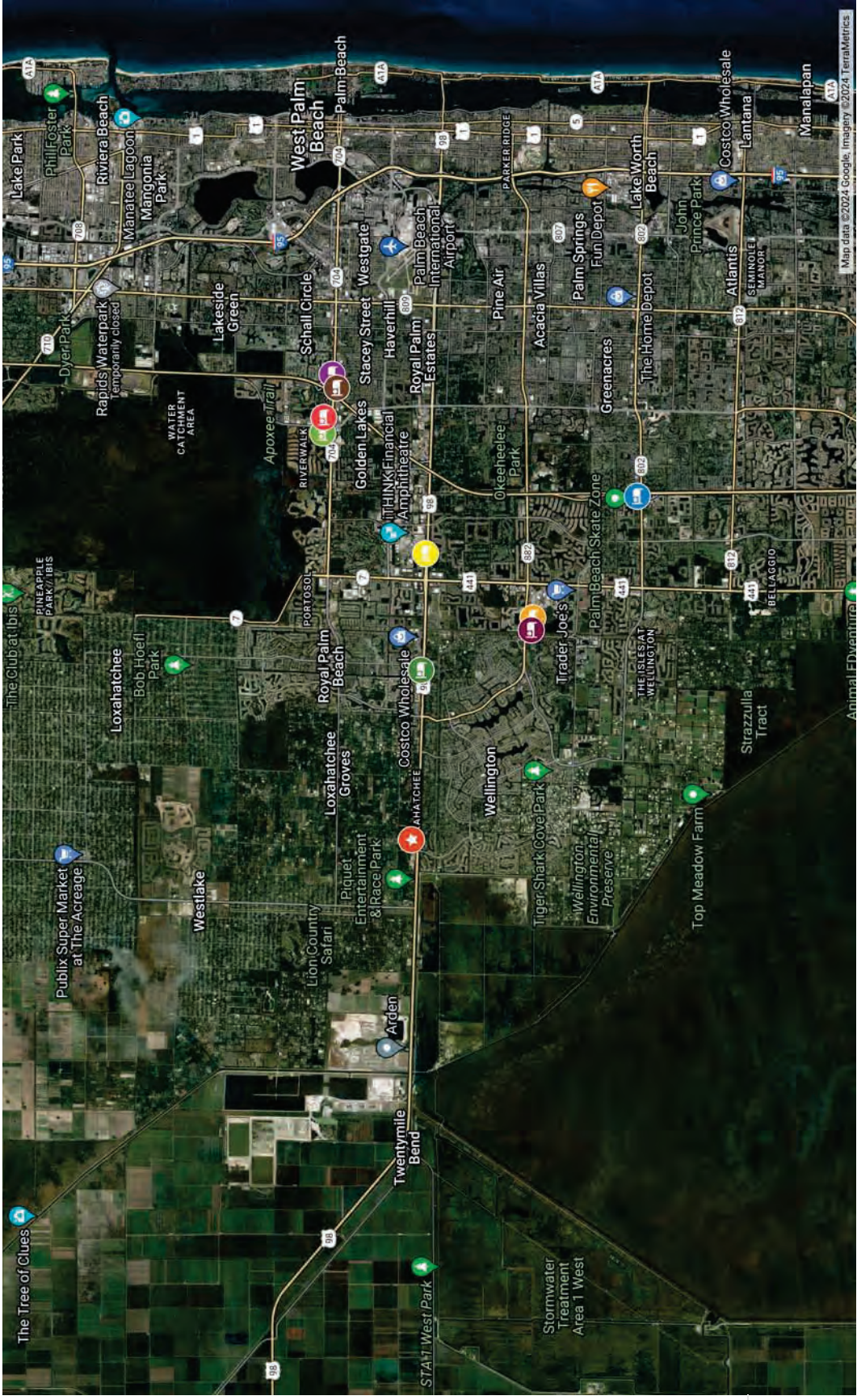
To the west of the Groves Town Center, on the west side of B Road is a shopping center and on the east side of B Road are three properties whose uses range from Ag Equestrian to Miscellaneous Ag.

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

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

Hotels Near Loxahatchee FL

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



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

REQUEST

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

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

SITE CHARACTERISTICS

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

Figure 1. Aerial of the subject site



Table 1. Parcel IDs	
Tract/Pod*	PCN
Pod A	41-41-43-31-12-001-0010
	41-41-43-31-12-001-0020
	41-41-43-31-12-001-0030
Tract LB3	41-41-43-31-12-012-0031
	41-41-43-31-12-012-0032
	41-41-43-31-12-012-0033
Tract AE	41-41-43-31-13-001-0010
	41-41-43-31-13-001-0020
Tract Pod B-2	41-41-43-31-13-002-0020
Tract Pod B-1	41-41-43-31-13-002-0010
	41-41-43-31-13-002-0030
Tract Pod D	41-41-43-31-13-004-0000
Tract SWM 10	41-41-43-31-13-019-0020
Tract SWM 2	
Tract Pod C	41-41-43-31-13-000-0031
	41-41-43-31-13-000-0032
Tract Pod TC	41-41-43-31-13-020-0000
Tract LS	41-41-43-31-13-012-0000
Tract SWM 6	41-41-43-31-13-019-0010
Tract SWM 7	
Tract SWM 9	
Tract SWM 4	
Tract SWM 1	
Tract Pod E	41-41-43-31-13-005-0000
Tract SWM 3	41-41-43-31-13-019-0031
	41-41-43-31-13-019-0032
Pod I	41-41-43-31-13-009-0000
Tract C-1	41-41-43-31-13-003-0010
	41-41-43-31-13-003-0020
Tract SWM 5	41-41-43-31-13-019-0010
Tract Pod F	41-41-43-31-13-006-0000
Tract Pod G	41-41-43-31-13-007-0000
Tract SWM 8	41-41-43-31-13-019-0010

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

DEVELOPMENT PROGRAM

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

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

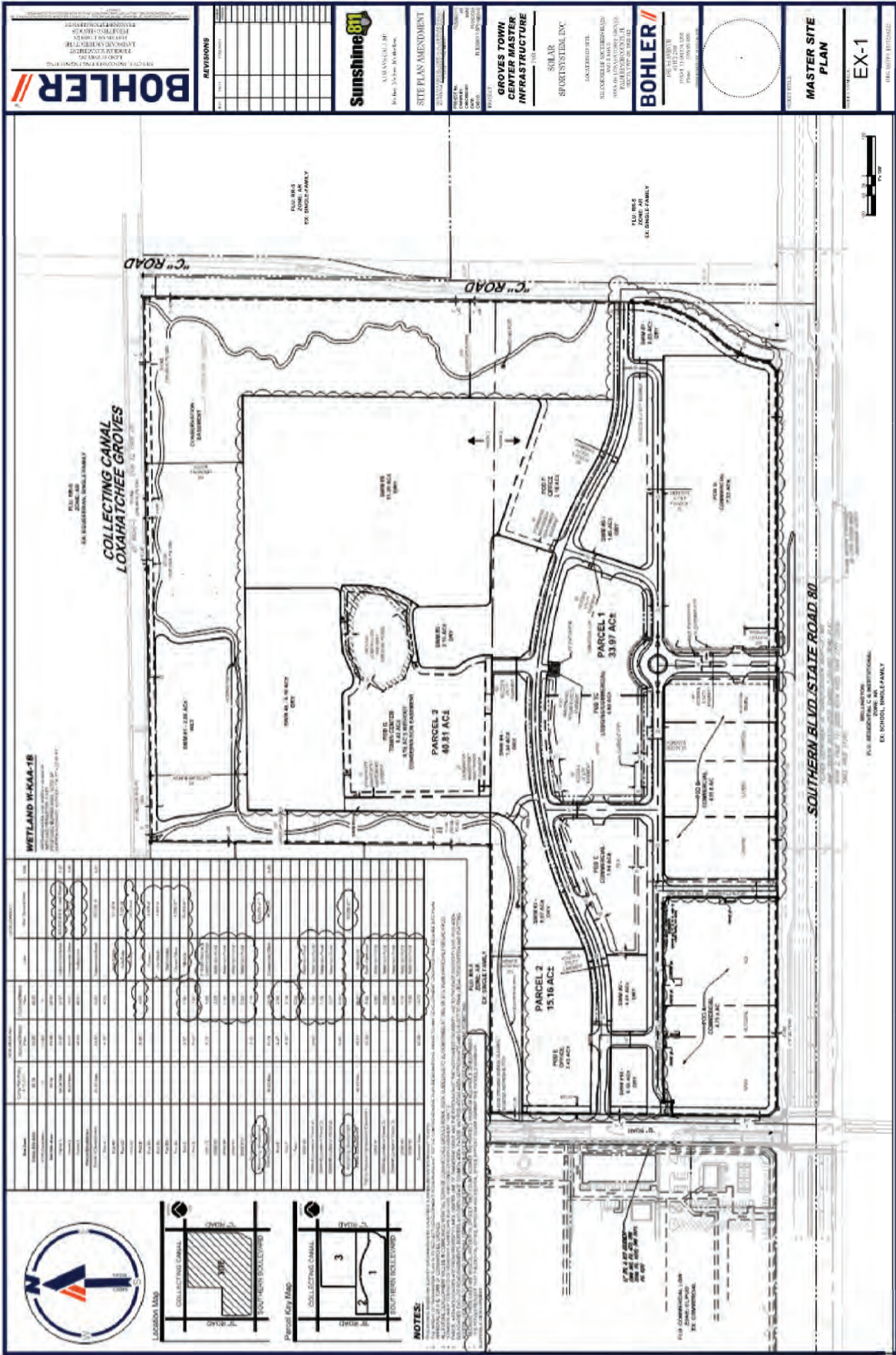
The change of use from congregate living facility to hotel and relocation of the Town Commons is consistent with the original Future Land Use Amendment approved via Ord. 2011-017 to change the Future Land Use of Groves Town Center from Rural Residential to Multiple Land Use, the Town's objectives and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

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

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

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

Figure 3. Proposed Groves Town Center Master Plan



CONSISTENCY WITH REZONING CRITERIA

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

- **The request is consistent with the Town's Comprehensive Plan:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION

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

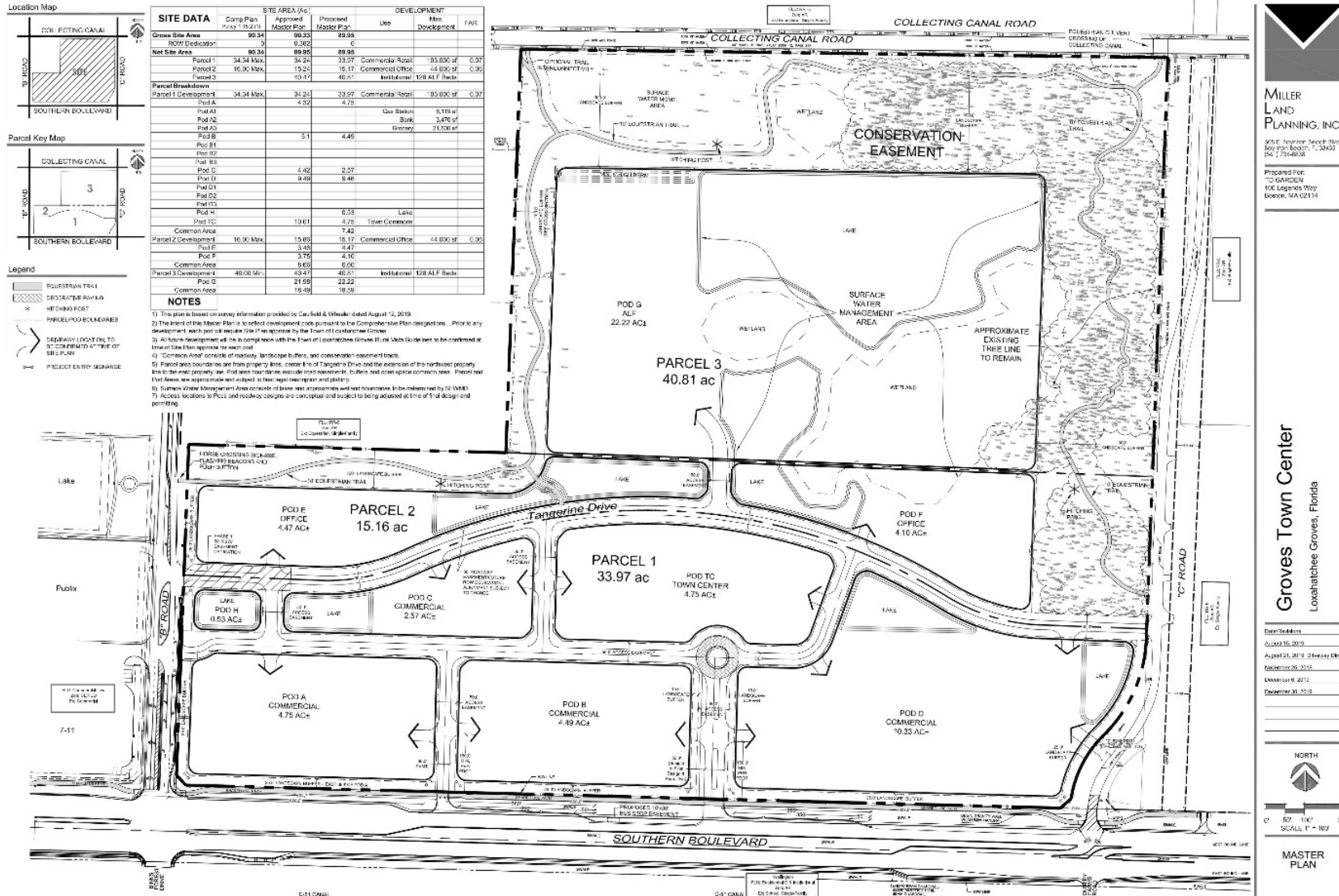
Sincerely,



Matthew Barnes, AICP
Senior Project Manager

ATTACHMENT 4 – Existing Master Plan

Figure 2. Existing Groves Town Center Master Plan

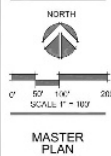


MILLER LAND PLANNING, INC.
 905 E. Johnson Street, 3rd
 Boca Raton, FL 33433
 (561) 731-4638

Prepared For:
TOWN OF GROVES
 100 Legends Way
 Boca Raton, FL 33434

Groves Town Center
 Lovelock Grove, Florida

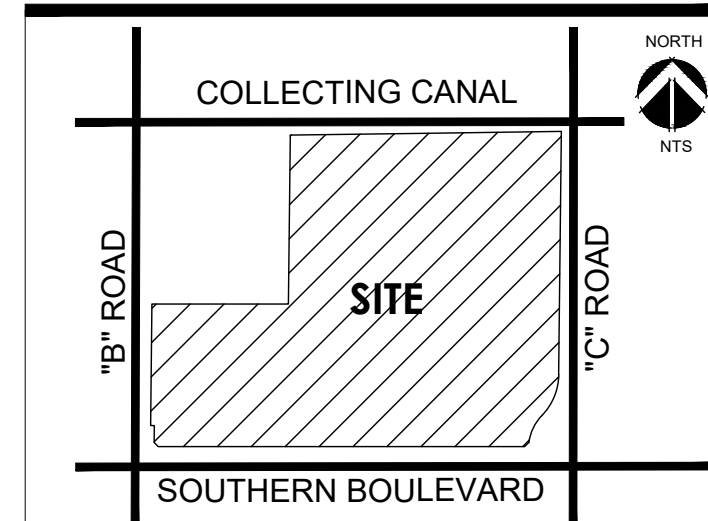
Date: 08/20/2019
 Subject: 2019
 Author: 2019 25/08/2019
 Designer: 2019
 Designer: 2019
 Designer: 2019



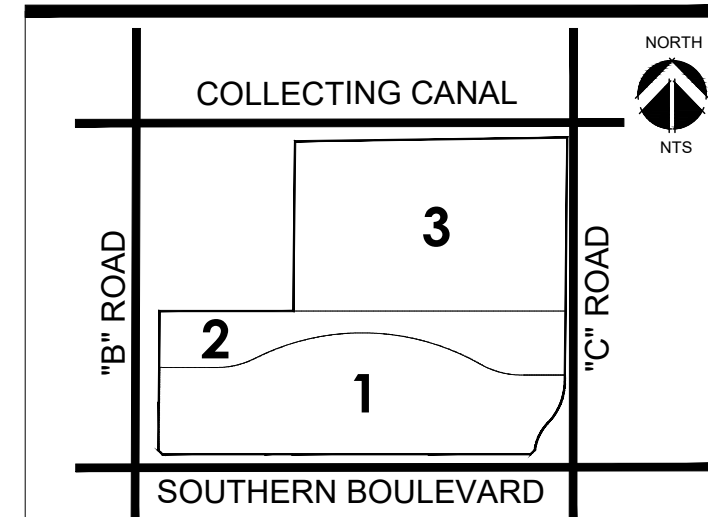
ATTACHMENT 5 – Proposed Master Plan



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 AREAS ARE APPROXIMATE AND SUBJECT TO FINAL LEGAL DESCRIPTION AND PLATTING. ACCESS LOCATIONS TO PODS AND ROADWAY DESIGN ARE CONCEPTUAL AND SUBJECT TO BEING ADJUSTED AT TIME OF FINAL DESIGN AND PERMITTING.
- 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 THE PARCEL 2 MAXIMUM ALLOWABLE DEVELOPMENT.

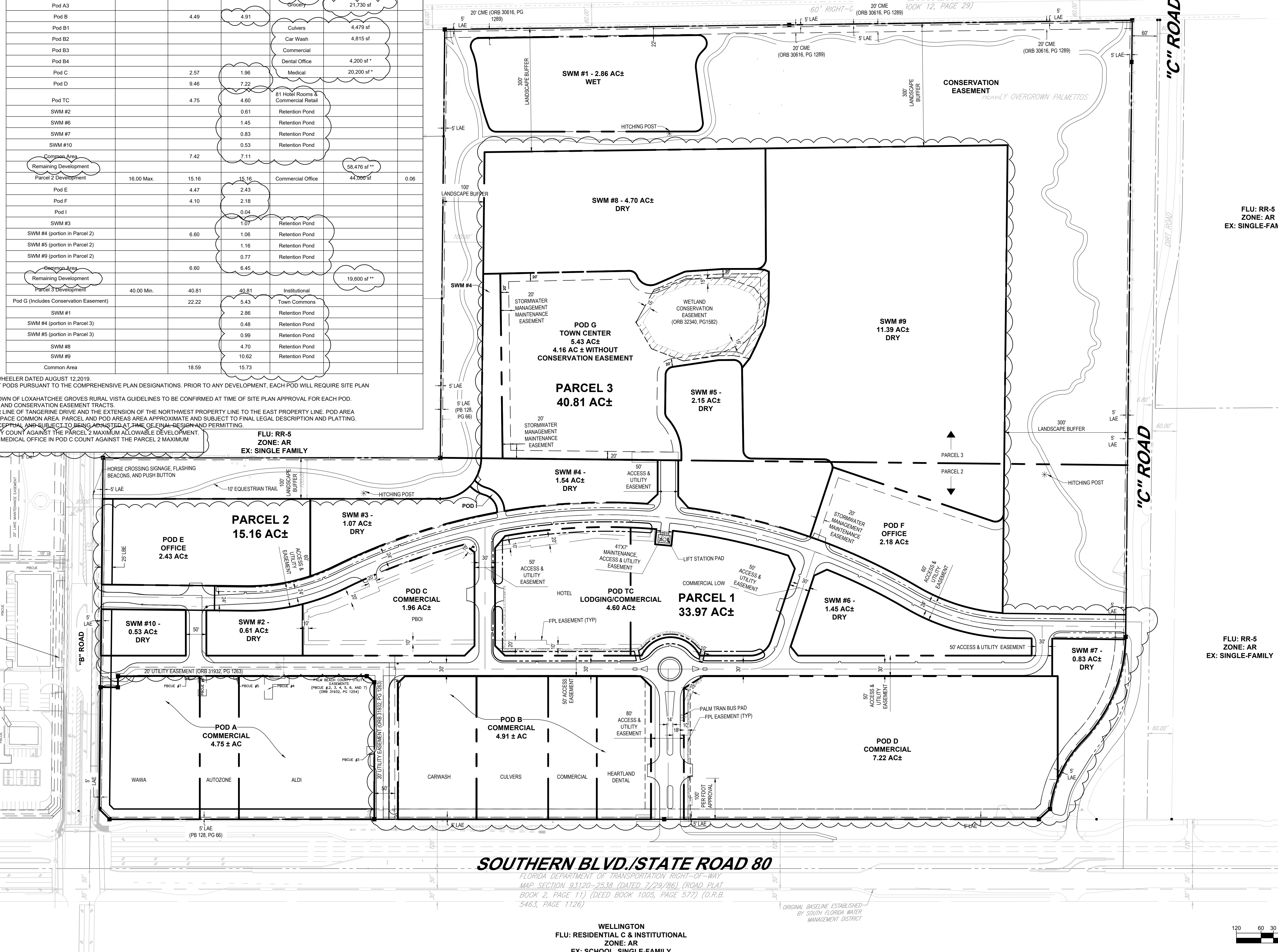
Site Data	SITE AREA (Ac)			DEVELOPMENT		
	Comp Plan Policy 1.15.2(1)	Approved Master Plan	Proposed Master Plan	Use	Max. Development	FAR
Gross Site Area	90.34	89.95	89.95			
ROW Dedication	0	0.383	0			
Net Site Area	90.34	89.95	89.95			
Parcel 1	34.34 Max.	33.97	33.97	Commercial Retail	103,000 sf & 81 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	81 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	Town Commons		
SWM #1			2.86	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



FLU: COMMERCIAL LOW
ZONE: CL/PUD
EX: COMMERCIAL

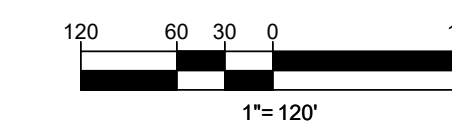
FLU: RR-5
ZONE: AR
EX: SINGLE FAMILY

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

SOUTHERN BLVD./STATE ROAD 80

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
MAP SECTION 93120-2538 (DATED 7/29/86) (ROAD PLAT
BOOK 2, PAGE 11) (DEED BOOK 1005, PAGE 577) (D.P.B.
5463, PAGE 1126)

WELLINGTON
FLU: RESIDENTIAL C & INSTITUTIONAL
ZONE: AR
EX: SCHOOL, SINGLE-FAMILY



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

REVISIONS

REV	DATE	COMMENT	SWM BY

Sunshine811
ALWAYS CALL 811
It's fast. It's free. It's the law.

SITE PLAN AMENDMENT
THE DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONTRACT DOCUMENT. (SEE NOTES INDICATED OTHERWISE.)

PROJECT No.: FLD200011
DRAWN BY: AH
CHECKED BY: SWM
DATE: 09/29/23
CAD ID: FLD200011-SPP-NEW-0

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. 30780

SHEET TITLE:
MASTER SITE PLAN

SHEET NUMBER:
EX-1

ORG. DATE - 10/12/2023

ATTACHMENT 6 – Proposed Amendments, Conditions of Approval (est. via Ord. 2019-008)

ORDINANCE NO. 202_ - __

GROVES TOWN CENTER
CONDITIONS OF APPROVAL

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

A. GENERAL

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

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

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

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

B. LAND USE AND SITE PLANNING

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

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - _

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 202_ - __

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

C. ENGINEERING

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - __

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

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

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

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

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - __

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

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

D. LAND CLEARING AND LANDSCAPING

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

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

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

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

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

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

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

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

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

ORDINANCE NO. 202_ - __

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

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

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

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

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

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

F. ARCHITECTURAL

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

~~G. SIGNAGE~~

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

H. PUD WAIVERS

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

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

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ _

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.

3. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the hotel property in the TC Pod to have parking spaces that are 9' wide and 19' long.

4. Relief from ULDC Section 30-035 *Maximum plot size*. To allow the Institutional use of the Town Commons on Pod G to be over the five-acre maximum plot size.

ATTACHMENT 7 – Proposed Site Plan, Hotel (Pod TC)



September 25, 2024

Francine Ramaglia
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Request Summary for Site Plan application for 80-room hotel use in a portion of Pod TC in Groves Town Center

Dear Ms. Ramaglia,

WGI, Inc. represents Solar Sportsystems, Inc., ("Owner") who is the property owner of the Groves Town Center PUD project (the "PUD") located on Southern Boulevard between B and C Roads. WGI also represents Groves Hospitality, LLC ("Developer"), who is the contract purchaser of a portion of Tract Pod TC (the "Property") in the PUD. Developer is proposing to build a 81-room hotel on the Property. The PUD last received conceptual master plan approval from the Town Council on January 7, 2020 via Ordinance No. 2019-08.

Owner is currently in the process of modifying the PUD conceptual master plan in order to move the Town Commons use from Pod TC to Pod G and to allow the proposed lodging use on Pod TC.

The hotel is proposed at the west end of the TC Pod with an access driveway connecting to Mango Street. The building is situated roughly in the middle of the development site from north to south. Twenty-five-foot landscape buffers surround the development site on the three sides that abut roads. The fourth side (the east side) faces the remaining portion of the TC Pod and the Developer is proposing to build stub out connections to the east half of the TC Pod and a temporary connection from one stub out to the other until such time as the east half of the TC Pod is developed.

The hotel amenities consist of an outdoor pool and outdoor grilling patio and seating area located on the south side of the building. By being on the south side of the building, any noise coming from the outdoor amenities will be shielded from the residential neighborhood to the north by the building. The hotel will not have a restaurant or bar.

The hotel was significantly reduced in height after the Planning and Zoning Committee reviewed and commented on the height of the building, which was first proposed at four stories tall and 43' to the roof deck and 68' to the highest architectural element. The hotel as currently proposed is 3-stories and 34' to the roof deck and 39' to the highest architectural element, which is the top of the parapet.

Waivers

The site plan for the hotel requires two (2) waivers from the Unified Land Development Code ("ULDC"). Along with the redesign of the hotel building to reduce height, the site plan was changed slightly in order to eliminate three other waivers previously requested. The two requested waivers are described below.

The first waiver is to provide some parking spaces that do not meet the dimensional standards. The proposed project also has 10 parking spaces that meet the Town's standard size of 11' wide by 22.5' long and 65 parking spaces that are 9' wide by 19' long. There are also four spaces that are extra long and 4 handicapped parking spaces, for a total of 83 parking spaces. Therefore, Developer is asking for a waiver of the minimum parking stall dimensions in order to provide a mixture of the Town's larger than normal parking spaces (11' x 22.5') and smaller (9' x 19') parking spaces.

The second waiver is to allow well-planned outdoor lighting, which meets the intent of the ULDC, between 11:00 p.m. and dawn to help prevent accidents, deter crime and maintain an attractive community environment. The PUD Master Plan ordinance already establishes that applicants within the PUD may apply for this waiver. The hotel, by the nature of its use, will have customers who will be checking in or coming and going from the hotel after 11 PM and before dawn and therefore to ensure the parking lot is a secure place there needs to be lighting in the parking lot during the overnight hours.

ULDC Sec. 41-020(E)(2) establishes items that waivers for a PUD should address in order to determine the significance of the proposed waiver. The items in the ULDC are listed below in *italic text* and the Applicant's response is listed after the item in regular text.

- a. *Identification, protection and enhancement of natural areas.* None of the waivers have any effect on natural areas. The natural areas in the Groves Town Center PUD are located in the perimeter buffers and in the preserved wetland in Pod G.
- b. *Provision of open space and landscaping in excess of Code requirements.* Having some of the parking spaces be smaller than the large vehicle parking space dimensions contribute to a more compact site design.
- c. *Provision of pervious area in excess of Code requirements.* Same as b. above.
- d. *Preservation of native vegetation.* None of the waivers have any effect on native vegetation. The natural areas in the Groves Town Center PUD are located in the perimeter buffers and in the preserved wetland in Pod G.
- e. *Joint use of driveways.* The site plan for the hotel has been designed to have a cross connection to the east half of Pod TC.
- f. *Cross-access opportunities.* The site plan for the hotel has been designed to have a cross connection to the east half of Pod TC.
- g. *Additional specific Comprehensive Plan or other Town planning directives.* The Town has desired to remove the congregate living facility use from the Master Plan and replace it with a hotel use for several years. As demonstrated on the enclosed map of hotels, the closest hotel to the Town is the Royal Inn Hotel (rated as a 2-star hotel by Google) which is approximately 3.5 miles away to the east. There are only nine hotels west of or adjacent to the Turnpike between Okeechobee Blvd and Lake Worth Road. There is a strong need for a hotel in the western reaches of the County.

Statement of intent to subdivide

Per ULDC Section 41-010(E)(4)b., the Applicant intends to subdivide the property according to the provisions of Section 41-010(E)(4)b and the bearings and distances of the proposed subdivision are included on the site plan and survey. Both lots that will be created in Pod TC will have legal access to the surrounding road network and they will share an internal cross access connection. Pod TC is delineated on the Groves Town Center Amendment No. 1 plat recorded in Plat Book 132, Page 134 and the entirety of the property included within the PUD Master Plan is depicted on the same plat.

The proposed site plan is consistent with the Master Roadway, Equestrian and Greenway Plan (MREG) and the SR-80/Southern Boulevard Conceptual Access Management Plan. The hotel site plan does not interrupt or interfere with the existing equestrian trail in the perimeter buffer of the PUD and the hotel site plan, which does not front onto Southern Blvd, does not change the PUD's relationship to Southern Blvd. The PUD Master Plan will continue to have the same connections to and frontage along Southern Blvd. The site plan and architecture of the hotel are consistent with the Rural Vista Guidelines, see separately enclosed analysis of the Rural Vista Guidelines.

The hotel will provide a much-needed lodging use for the Town and the western end of the County, especially in the peak equestrian season. The hotel will also bring in property tax and sales tax revenue for Town without bringing in permanent residents.

We respectfully request your favorable review and recommendation of the proposed site plan for a hotel on a portion of Pod TC and we look forward to working with your staff and presenting to the Town Council.

Sincerely,



Matthew Barnes, AICP
Senior Project Manager

DATE	2/2/2024
BY	
REVISIONS	
NO. PPL. CASMENT	
REF. MAP 10643 SUB-D	

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERS
 LANGSCAPE ARCHITECTURE & SURVEYING
 7900 GLADERS ROAD - SUITE 100
 BOCA RATON, FLORIDA 33433
 PHONE (561) 592-1991 / FAX (561) 750-4572

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
 GROVES TOWN CENTER PUD
 PORTION OF TRACT POD 1C

DATE 10-12-2023
 DRAWN BY RW
 F.B./P.C. HES
 SCALE 1"=20'

DAVID P. LINLEY
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF FLORIDA
 LICENSE NO. 12512

JOB # 10643
 SHEET 2

Item 2.

TREE TABLE

TREE ID with (IN INCHES)	TREE TYPE (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
599	PALM 19	12	855337	888763
600	OK 5		855333	888869
601	PALM 8	8	855378	888867
602	PALM 9	21	855381	888920
603	PALM 10	21	855384	888926
604	PALM 11	22	855386	888927
605	PALM 11	26	855386	888942
606	PALM 15	6	855341	888970
607	PALM 15	9	855324	888984
608	OK 5		855311	888983
609	OK 5		855311	888984
610	OK 12		855311	888983
611	OK 6		855308	888981
612	OK 5		855308	888986
613	OK 5		855308	888986
614	OK 5		855308	888986
615	OK 5		855308	888986
616	PALM 8	5	855258	888746
617	PALM 10	4	855318	888778
618	FIOS 4		855301	888779
619	PALM 9	10	855338	888734
620	PALM 13	15	855337	888735
621	PALM 13	15	855337	888735
622	PALM 8	4	855261	888737
623	PALM 12	4	855261	888737
624	PALM 10	4	855351	888911
625	PALM 7	7	855300	888910
626	FIOS 6		855301	888910
627	PALM 10	8	855341	888943
628	PALM 15	5	855341	888943

TREE ID with (IN INCHES)	TREE TYPE (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
596	PALM 20	12	855384	888966
597	PALM 10	6	855377	888968
598	FIOS 5		855377	888968
599	FIOS 5	17	855377	888968
600	FIOS 5		855377	888968
601	OK 2		855377	888968
602	OK 2		855377	888968
603	OK 2		855377	888968
604	OK 2		855377	888968
605	OK 2		855377	888968
606	OK 2		855377	888968
607	OK 13	13	855361	888977
608	OK 13	25	855361	888977
609	PALM 15	25	855325	888974
610	PALM 15	16	855325	888974
611	PALM 15	23	855327	888962
612	PALM 15	22	855327	888962
613	PALM 15	22	855327	888962
614	OK 24		855320	888929
615	OK 24		855320	888929
616	PALM 19	10	855339	888968
617	PALM 9	19	855339	888968
618	OK 29		855325	888950
619	PALM 13	5	855325	888950
620	PALM 14	8	855314	888955
621	PALM 14	8	855314	888955
622	PALM 13	5	855309	888964
623	PALM 14	6	855289	888725
624	PALM 16	12	855300	888734
625	PALM 16	12	855300	888734
626	PALM 10	4	855318	888778
627	PALM 10	4	855318	888778
628	PALM 13	9	855318	888778
629	PALM 13	9	855318	888778
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645	PALM 13	9	855318	888778
646	PALM 13	9	855318	888778
647	PALM 13	9	855318	888778
648	PALM 13	9	855318	888778
649	PALM 13	9	855318	888778
650	PALM 13	9	855318	888778

TREE ID with (IN INCHES)	TREE TYPE (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
533	PINE 12		855340	888787
534	PINE 11		855340	888784
535	PINE 11		855338	888775
536	PINE 11		855338	888775
537	OK 19		855338	888775
538	OK 19		855338	888775
539	OK 19		855338	888775
540	OK 19		855338	888775
541	OK 19		855338	888775
542	OK 19		855338	888775
543	OK 19		855338	888775
544	OK 14		855338	888775
545	PINE 9		855345	888776
546	PINE 9		855345	888776
547	PINE 9		855345	888776
548	PINE 9		855345	888776
549	PINE 9		855345	888776
550	PINE 9		855345	888776
551	PINE 9		855345	888776
552	PINE 9		855345	888776
553	PINE 9		855345	888776
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559	PINE 9		855345	888776
560	PINE 9		855345	888776
561	PINE 9		855345	888776
562	PINE 9		855345	888776
563	PINE 9		855345	888776
564	PINE 9		855345	888776
565	PINE 9		855345	888776

TREE ID with (IN INCHES)	TREE TYPE (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
500	OK 5		855306	888970
501	OK 5		855306	888977
502	PALM 13	17	855322	888725
503	PALM 13	14	855308	888742
504	PALM 13	14	855308	888742
505	PALM 13	14	855308	888742
506	OK 5		855314	888725
507	OK 5		855314	888725
508	OK 5		855314	888725
509	OK 5		855314	888725
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511	OK 5		855314	888725
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558	OK 5		855314	888725
559	OK 5		855314	888725
560	OK 5		855314	888725
561	OK 5		855314	888725
562	OK 5		855314	888725
563	OK 5		855314	888725
564	OK 5		855314	888725
565	OK 5		855314	888725

TREE TABLE

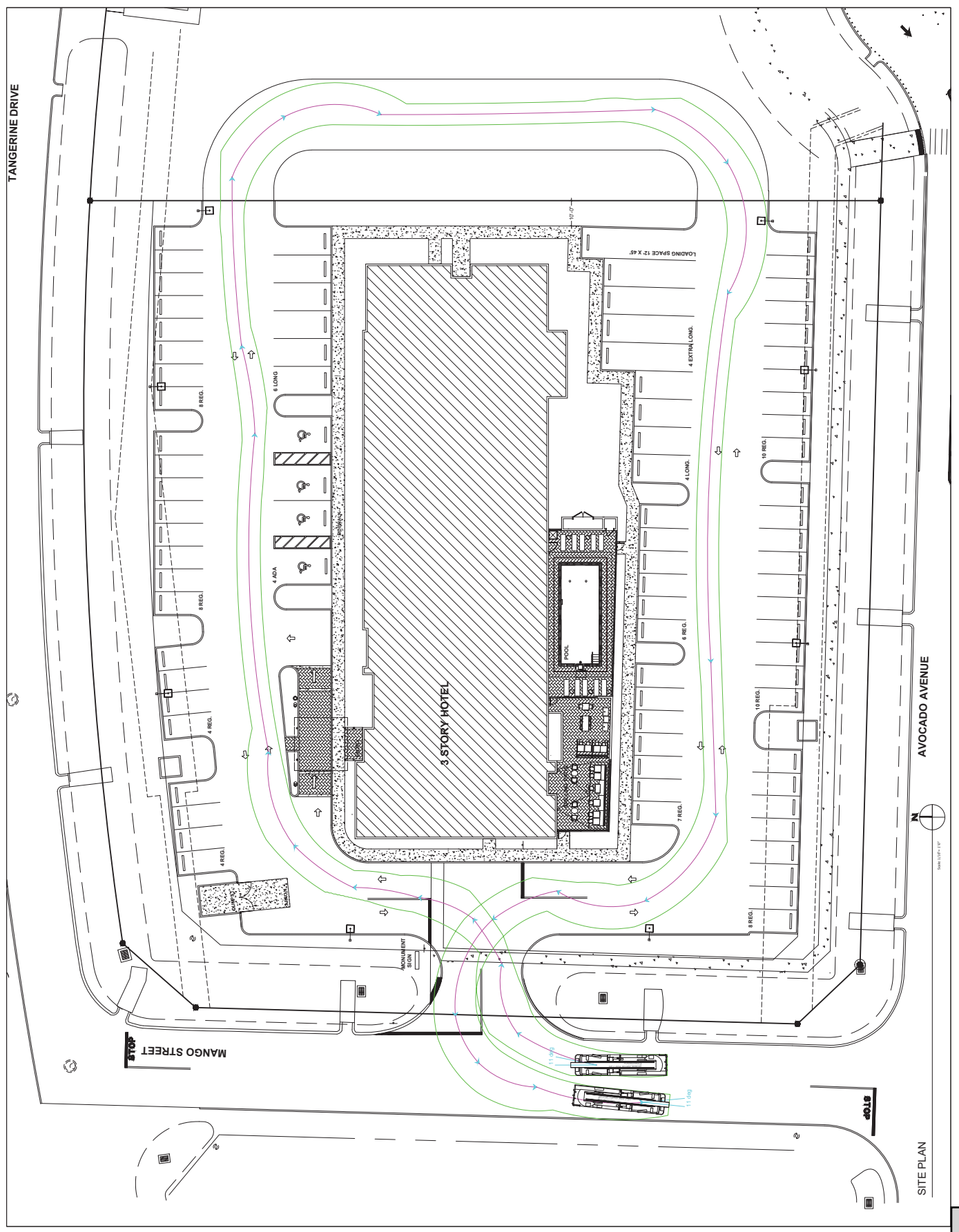
TREE ID with (IN INCHES)	TREE TYPE (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
596	PALM 20	12	855384	888966
597	PALM 10	6	855377	888968
598	FIOS 5		855377	888968
599	FIOS 5	17	855377	888968
600	FIOS 5		855377	888968
601	OK 2		855377	888968
602	OK 2		855377	888968
603	OK 2		855377	888968
604	OK 2		855377	888968
605	OK 2		855377	888968
606	OK 2		855377	888968
607	OK 13	13	855361	888977
608	OK 13	25	855361	888977
609	PALM 15	25	855325	888974
610	PALM 15	16	855325	888974
611	PALM 15	23	855327	888962
612	PALM 15	22	855327	888962
613	PALM 15	22	855327	888962
614	OK 24		855320	888929
615	OK 24		855320	888929
616	PALM 19	10	855339	888968
617	PALM 9	19	855339	888968
618	OK 29		855325	888950
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620	PALM 14	8	855314	888955
621	PALM 14	8	855314	888955
622	PALM 13	5	855309	888964
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626	PALM 10	4	855318	888778
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631	PALM 13	9	855318	888778
632	PALM 13	9	855318	888778
633	PALM 13	9	855318	888778
634	PALM 13	9	855318	888778
635	PALM 13	9	855318	888778
636	PALM 13	9	855318	888778
637	PALM 13	9	855318	888778
638	PALM 13	9	85531	

SITE PLAN
AUTOTURN
FIRE TRUCK

HOME 2 SUITES
LOXAHATCHEE GROVES, FLORIDA
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-289-6754



Date: 10/19/2023
Project #: 01/20230306
Drawn: GFW
ARC. LIC. Reg. #AR0000631
Revisions:
▲ 10/19/23 Revised parking
▲ 10/25/23 REVISED TO 3 STORY



SCALE: 1/8" = 1'-0"

SITE PLAN

Date: 10/12/2023
 Project #: 231202006
 Client: GUY
 ARC. LIC. REG. #WAD009531
 Revisions:
 1. 4/1/2024 Revised parking
 2. 4/1/2024 Revised site plan
 3. 4/1/2024 Revised site plan

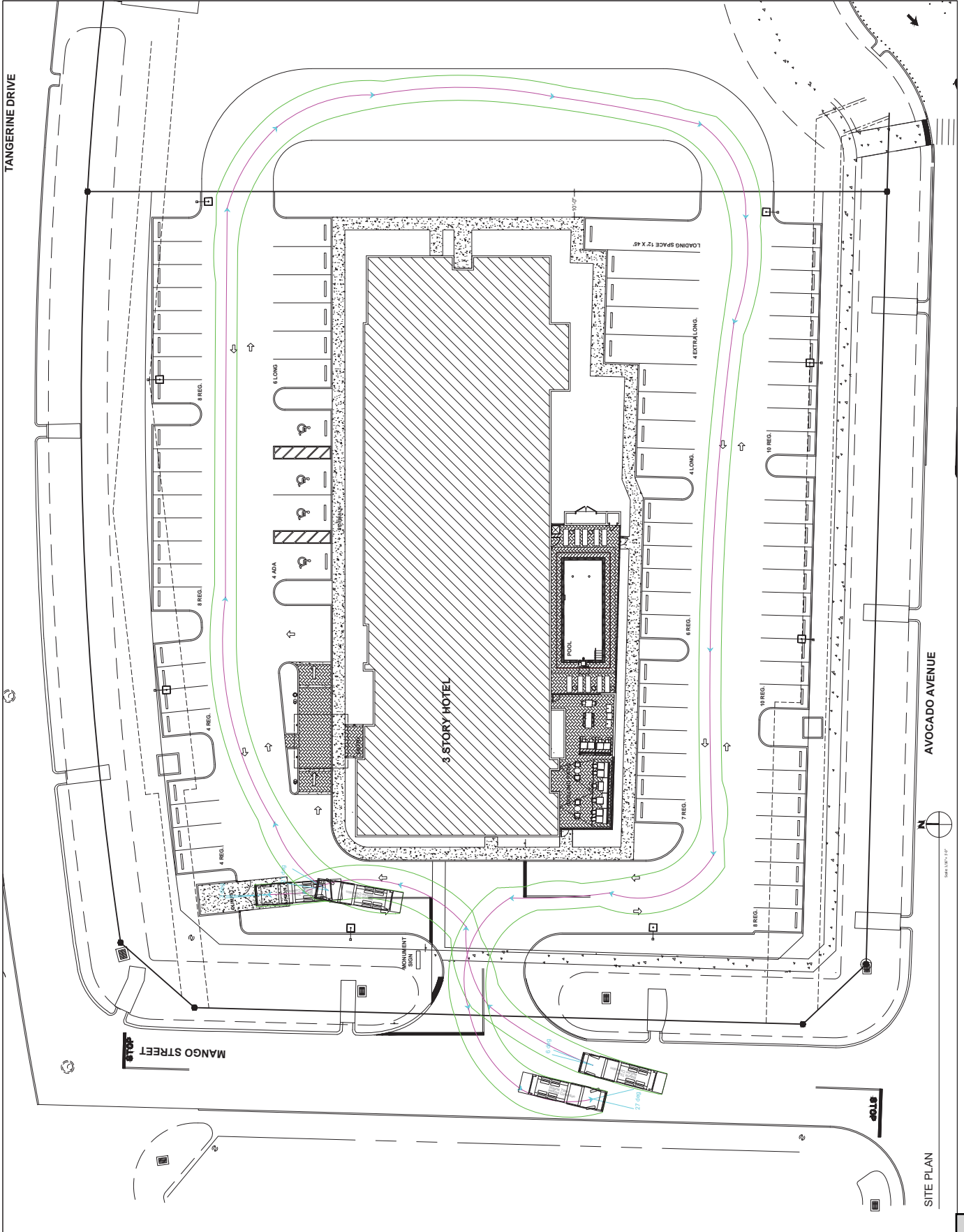


6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-289-6754
George White ARCHITECT
 LOXAHATCHEE GROVES, FLORIDA

SITE PLAN
 AUTOTURN
 REFUSE TRUCK

Item 2.

A-00



SITE PLAN

Date: 10/12/2023
 Project #: GW2022006
 Client: GEW
 Drawn: ARC, LSC, Rsg
 #ARG0009531

Revisions:
 A 4/10/24 CITY COMMENTS
 B 9/25/2024 REVISED TO 3 STORY



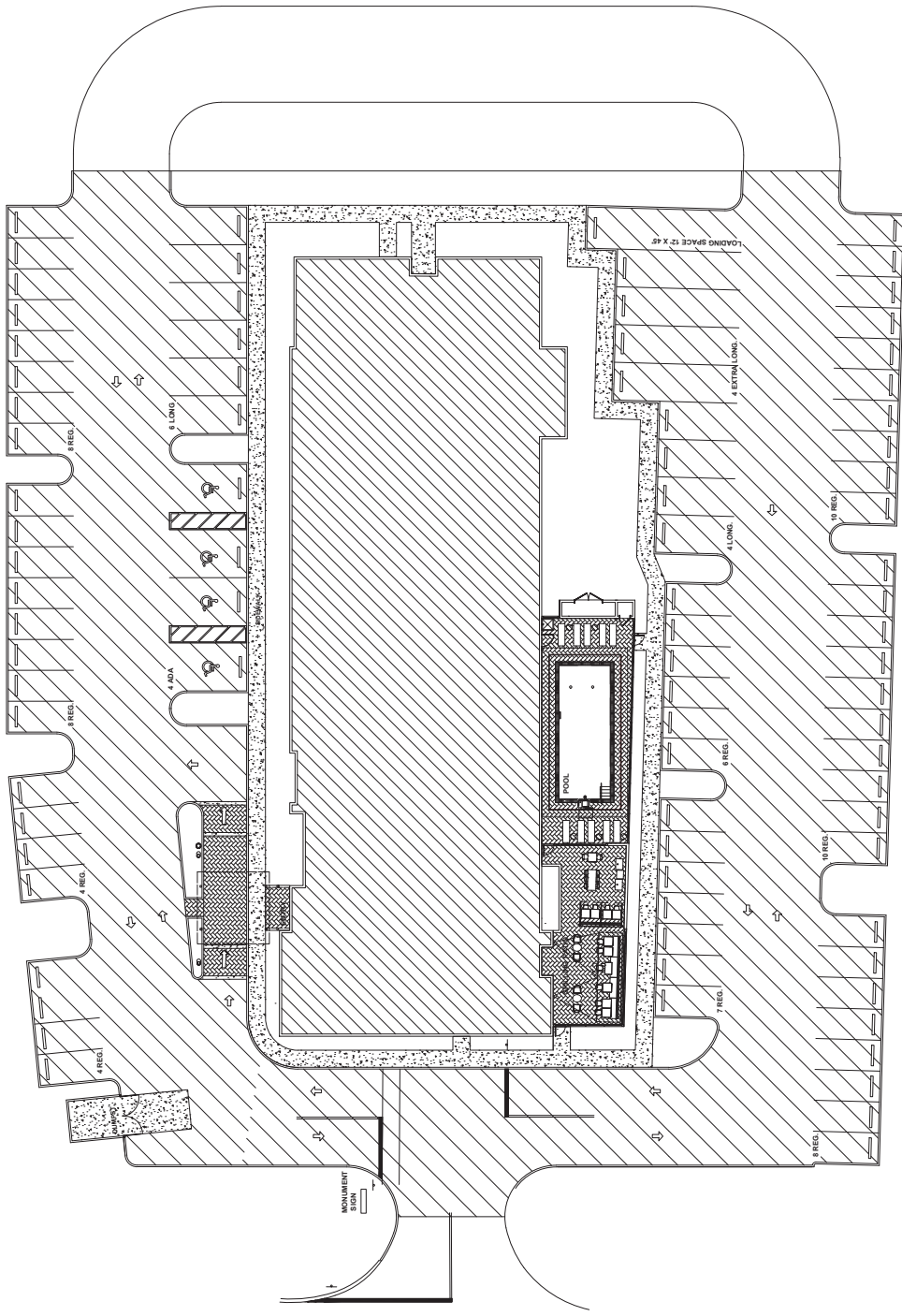
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George White
 LOXAHATCHEE GROVES, FLORIDA
 ARCHITECT



HARD SCAPES

A-00
 Item 2.

LEGEND - HATCH
 PARKING LOT
 SIDEWALK/DUMPSTER
 POOL/PATIO AREA



SITE PLAN - HARD SCAPES

Date: 10/12/2023
 Project #: GW2023006
 Drawn: GFW
 Checked: GFW
 #AARC09551

Revisions:
 Δ HIGH RISE COMMENTS
 Δ VISIBOR REVISD TO STCP



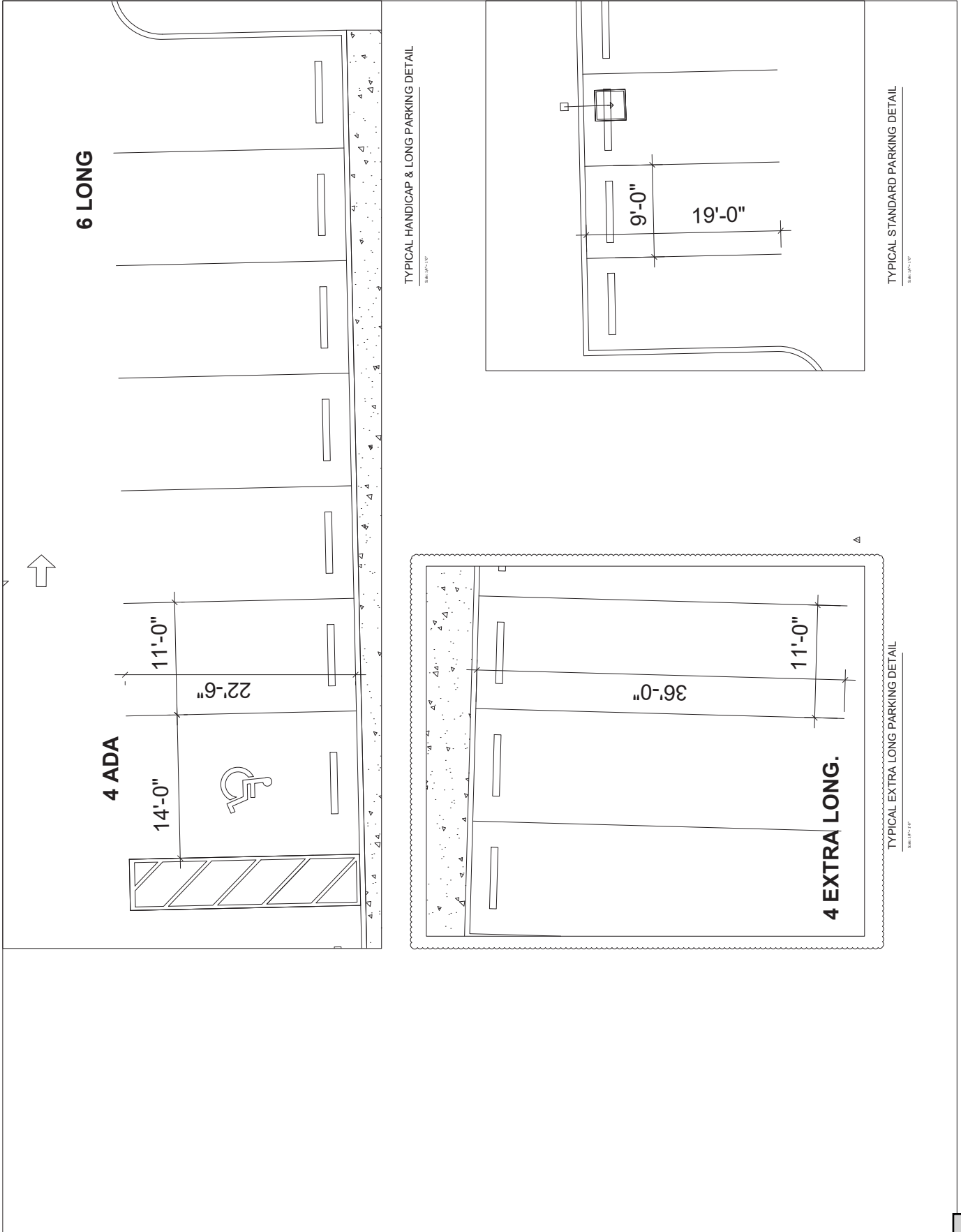
George White ARCHITECT
 LOXAHATCHEE GROVES, FLORIDA
 6177 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-289-6754



SITE DETAILS

Item 2.

A-00



Date: 10/12/2023
 Project #: CV6203006
 APC - LSC Reg.
 MARC009531

Revisions:
 Δ 4/16/24 CITY COMMENTS
 Δ 4/26/24 TRC COMMENTS
 Δ 9/25/24 REVISED TO 3 STORY

561-289-6754

6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467

LOXAHATCHEE GROVES, FLORIDA
George White ARCHITECT



EXTERIOR POOL
 ELEVATIONS & GRILLING
 PLAN

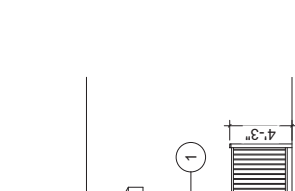
Item 2.

KEYED NOTES

1. CMU EXTERIOR WALLS WITH PAINTED STUCCO
2. METAL PAN RAIN SEAM ROOF OVER BRINE ED. CMU METAL TRUSSES OVER CONCRETE DECK
3. SCORED STUCCO FACIA BOARD PAINTED P1 C1 WHITE
4. ENTRY PORTE COCHERE CMU CLAD WITH CONCRETE PLANK SYSTEM FINISH TO MATCH BUILDING
5. METAL TRUSSES WITH STANDING SEAM METAL ROOFING
6. ALL MECHANICAL EQUIPMENT ON ROOF SCREENED BEHIND SLOPING METAL ROOF
7. CAST CONCRETE FOUNDATION
8. ALUMINUM FRED WIND HURRICANE IMPACT RESISTANT KYNAR FINISH ALUMINUM WINDOW AND DOOR WITH GLAZING SEPARATED ALUMINUM COVER AT P/AC UNITS
9. ALUMINUM STOREFRONT SYSTEM, HURRICANE IMPACT RESISTANT COLOR KYNAR P1 C1 FINISH WITH LAMINATED CLEAR LOW E GLAZING
10. ALUMINUM FRED WIND HURRICANE IMPACT RESISTANT KYNAR COLOR P1 C1 LAMINATED CLEAR GLAZING WITH LOW E GLAZING
11. LAUNDRY CHUTE OVERHANG BEHIND STANDING SEAM METAL ROOF
12. LAUNDRY CHUTE OVERHANG BEHIND STANDING SEAM METAL ROOF
13. HOME 2 BUILDING SIGN
14. OVERFLOW SCUPPER
15. TAMP PRESSURE INT. RECESSED HOSE BBB - MOUNT TOP AT 1'-12"
16. 1'-12"
17. KYNAR FINISH ALUMINUM COPING SYSTEM - COLOR TO MATCH ADJACENT MATERIAL
18. ADJACENT METAL
19. ADJACENT ALUMINUM FACIA - COLOR TO MATCH ADJACENT MATERIAL
20. LIGHT FIXTURE
21. SCORED STUCCO
22. STAR TOWER TO ROOF
23. WATCHING ADJACENT WALL
24. ALUMINUM AUTOMATIC SLIDING DOOR ENTRY
25. ALUMINUM GUTTER AND IS. COLOR TO MATCH ADJACENT MATERIAL
26. ALUMINUM GUTTER AND IS. COLOR TO MATCH ADJACENT MATERIAL
27. STEEL TRUSSES, CHANGS WITH WOOD FINISHED SIGHT
28. KYNAR FINISH ALUMINUM FACIA 4.0" HIGHER
29. LED EXTERIOR LIGHTS
30. LED EXTERIOR LIGHTS

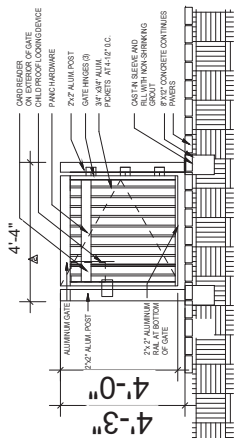
LEGEND

EX-1	8" SCORED STUCCO
	COLOR: COOL GRAY 60P
EX-2	8" SCORED STUCCO
	COLOR: COOL GRAY 40P
EX-3	8" SCORED STUCCO
	COLOR: COOL GRAY 30P
EX-4	STANDING SEAM SHEET METAL ROOF SYSTEM
	COLOR: CLEAR ANODIZED
EX-5	ACCENT BAND STUCCO BAND
	COLOR: P1 C1 WHITE
EX-6	STUCCO BAND
	COLOR: P1 C1 WHITE



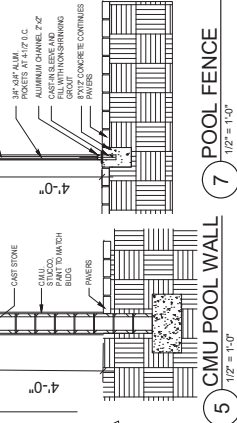
1 EXTERIOR ELEVATION - EXT POOL
 1/4" = 1'-0"

3 EXTERIOR ELEVATION - EXT POOL
 1/4" = 1'-0"

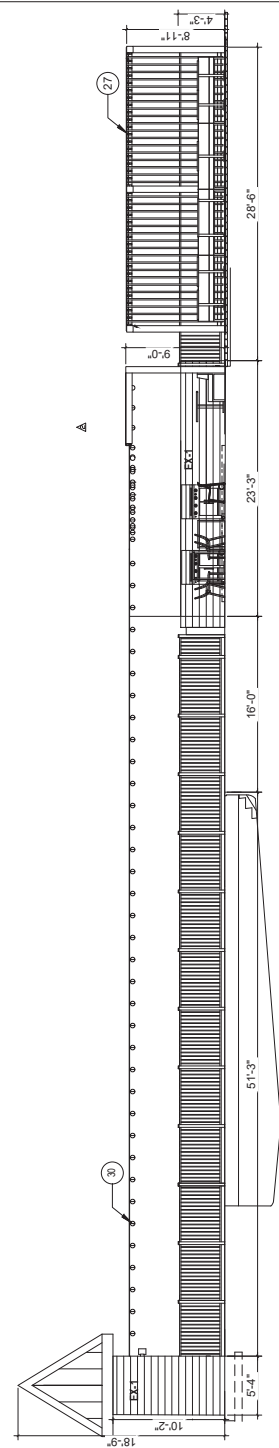
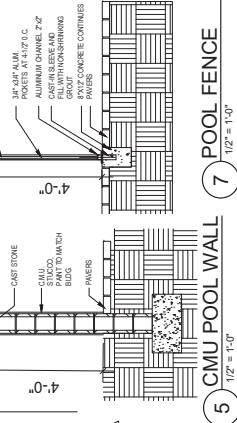


4 POOL GATE
 1/2" = 1'-0"

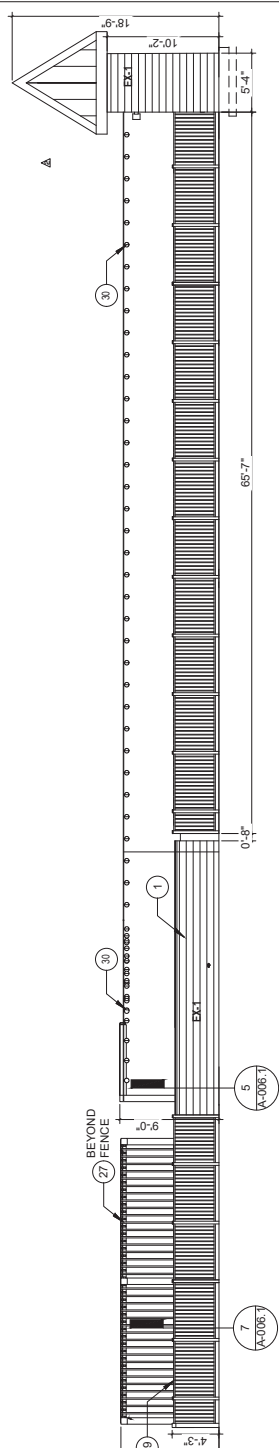
5 CMU POOL WALL
 1/2" = 1'-0"



7 POOL FENCE
 1/2" = 1'-0"



2 EXTERIOR SECTION - EXT POOL
 3/16" = 1'-0"



6 EXTERIOR ELEVATION - POOL
 3/16" = 1'-0"

Date: 10/12/2023
 Project #: GW2023006
 Client: GFW
 Architect: ARC, LISC, Reg.
 #AAR009531
 Revisions:



HOME 2 SUITES
 LOKAHATHEE GROVES, FLORIDA
 George White ARCHITECT
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-289-6754



METAL STANDING SEAM ROOF

A-00
 Item 2.



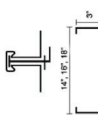
ENGLERT

Galvalume Plus
 METAL ROOF PANEL COLOR

18" WIDE ROOF PANEL

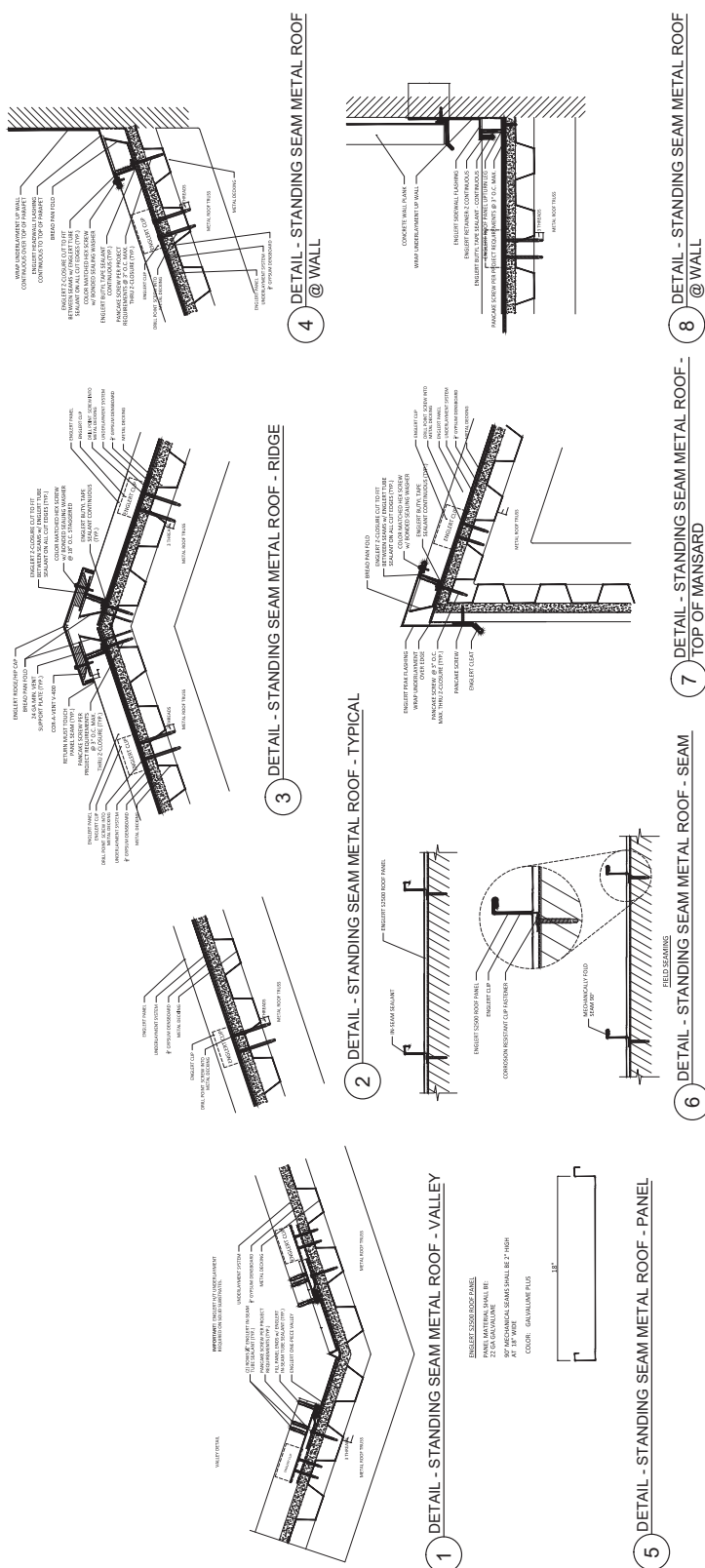


ENGLERT
 18" x 36" 2-Beam Mechanically Seamed panel



Panel (Ribs optional)
 ENGLERT'S SPECIAL PANEL SYSTEM is a nominal 2" deep structural roofing system. The system is designed for use on a structural steel deck. The system is available in a variety of colors and finishes. The system is designed for use in a wide range of climates and is available in a variety of panel profiles. The system is designed for use in a wide range of climates and is available in a variety of panel profiles.

SAMPLE ROOF



Date: 10/12/2023
 Project #: GVE023006
 Drawn by: LCFV
 ARC. LIC. REG. #AR0009531

Revisions:
 4/16/24 revised SIGN/DMA
 4/26/24 DRC COMMENTS
 7/25/24 TOWERS, LOWESED
 9/25/24 REVISED TO 3 STORY

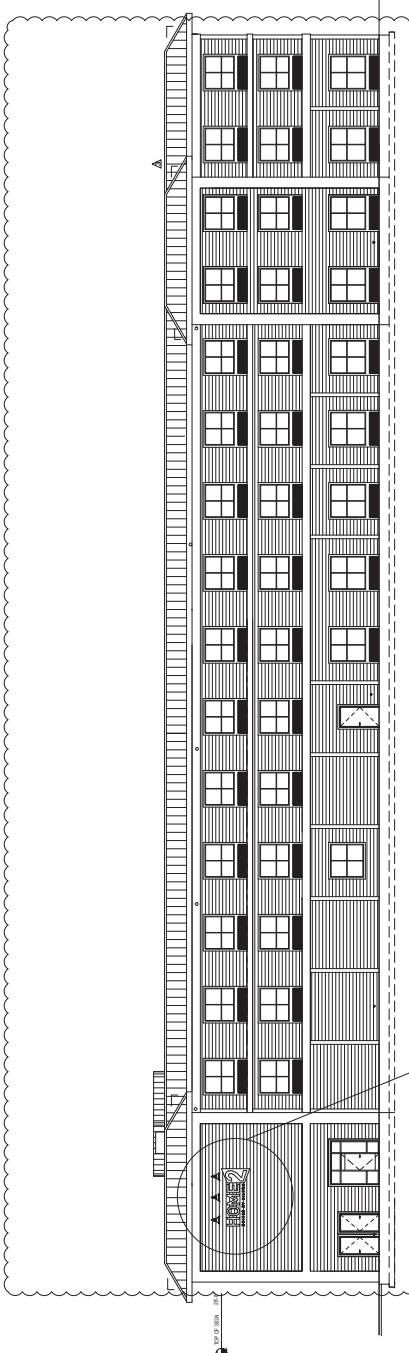
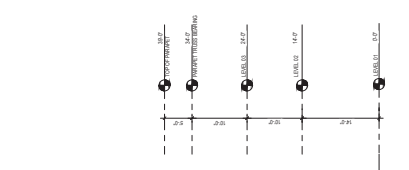


George White ARCHITECT
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 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467
 561-289-6754

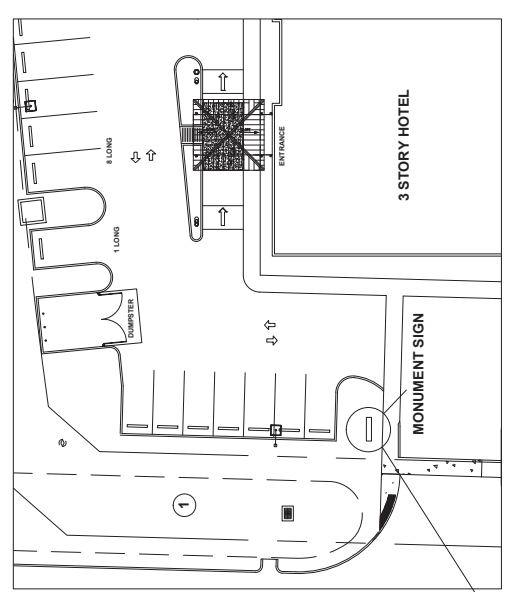
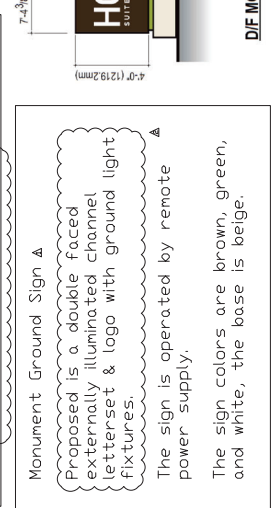
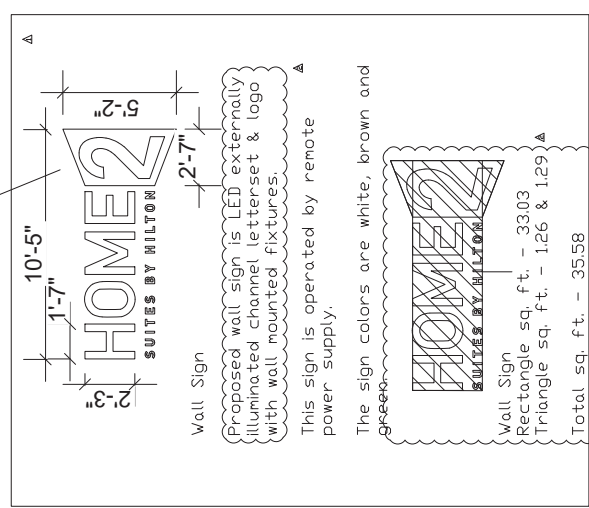
Item 2.

A-008

MASTER SIGNAGE

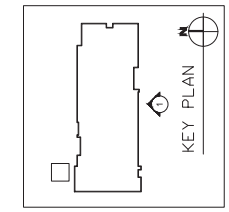


1 SOUTH EXTERIOR ELEVATION
 332' x 1'-0"



2 PARTIAL SITE PLAN
 18" HIGH BASE

HOME 2 LOXAHATCHEE GROVES FLORIDA	ALLOWED	PROVIDED
A BUILDING WALL SIGN SIGNAGE AREA (MAXIMUM) Building coverage is 30% of building footprint (20% if building is over 100,000 sq. ft.)	38 SQ. FT.	38 SQ. FT.
NUMBER OF SIGNS (MAXIMUM)	1	1
SIGN DIMENSION	HEIGHT: 10'-5" (MAXIMUM) DEPTH: 1'-7" (MAXIMUM)	10'-5" x 1'-7"
OTHER RESTRICTIONS	A MINIMUM OF TEN PERCENT OF THE BUILDING ON EITHER END OF THE SIGN 15% of 50' x 5' = 3' minimum required	10'-5" x 1'-7"
ATTACHED/FREE STANDING OR BOTH	ATTACHED	ATTACHED
B BACKLUMIN SIGN SIGNAGE AREA (MAXIMUM) 4' x 73" = 292 sq. ft. x 2 faces = 584 sq. ft. NUMBER OF SIGNS (MAXIMUM) 1	68 SQ. FT.	68 SQ. FT.
SIGN DIMENSIONS	HEIGHT: 7'-0" (MAXIMUM) LENGTH OF BK: 7'-0" (MAXIMUM) LENGTH OF 12: 7'-0" (MAXIMUM)	7'-0" x 7'-0" x 7'-0"
ATTACHED/FREE STANDING OR BOTH	FREE STANDING	FREE STANDING



Date: 10/12/2023
 Project: #GV2023006
 Drawn: GFW
 ARC. LISC. Reg.
 #AR0009531

Revisions:
 4/16/24: REVISIONS
 9/25/2024: REVISED TO 3 STORY
 PULL AREA, PARKING

561-289-6754



6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467

George White ARCHITECT

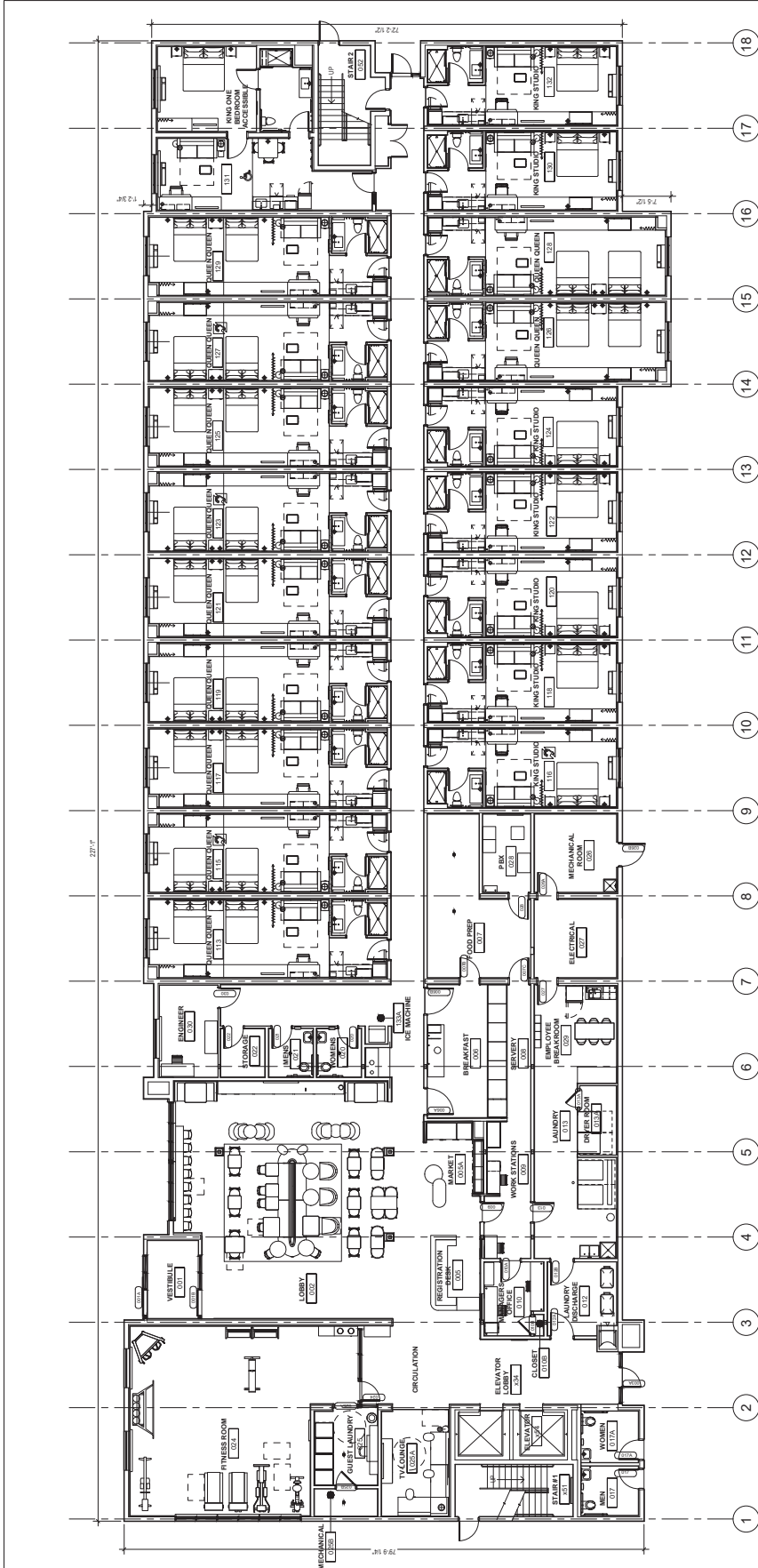
LOXAHATCHEE GROVES, FLORIDA



1st FL PLAN

Item 2.

A-1



1 FIRST FLOOR PLAN
 1/8" = 1'-0"

RM #	TUB/SH	R/SHOWER	H. IMP.	ADA
119	S	S		
115	S	S		
116	S	S		
117	S	S		
118	S	S		
119	S	S		
120	S	S		
121	S	S		
122	S	S		
123	S	S		
124	S	S		
125	S	S		
126	S	S		
127	S	S		
128	S	S		
129	S	S		
130	S	S		
131	S	S		
132	S	S		

RM #	TUB/SH	R/SHOWER	H. IMP.	ADA
116	S	S		
128	S	S		
127	S	S		
203	S	S		
206	S	S		
212	S	S		
316	S	S		
320	S	S		
328	S	S		

RM #	TUB/SH	R/SHOWER	H. IMP.	ADA
131	S	S		
201	S	S		
231	S	S		
301	S	S		
331	S	S		

RM #	ACCESSIBLE ROOM TYPE	5 REQUIRED	1 REQUIRED
131	KING ONE BEDROOM - ACC.		
201	KING STUDIO SUITE - ACC.		
231	OO STUDIO SUITE - ACC.		
301	KING ONE BEDROOM - ACC.		

RM #	PEERING W/ADJ ROOM TYPE	9 REQUIRED
116	OO STUDIO SUITE	
128	OO STUDIO SUITE	
127	OO STUDIO SUITE	
203	KING STUDIO SUITE - CONN.	
206	KING STUDIO SUITE - CONN.	
212	KING STUDIO SUITE	
316	KING STUDIO SUITE	
320	KING STUDIO SUITE	
328	OO STUDIO SUITE	

RM #	1ST FLOOR GUEST ROOMS	18 GUEST ROOMS
119	OO STUDIO SUITE	
115	OO STUDIO SUITE	
116	OO STUDIO SUITE	
117	OO STUDIO SUITE	
118	OO STUDIO SUITE	
119	OO STUDIO SUITE	
120	OO STUDIO SUITE	
121	OO STUDIO SUITE	
122	OO STUDIO SUITE	
123	OO STUDIO SUITE	
124	OO STUDIO SUITE	
125	OO STUDIO SUITE	
126	OO STUDIO SUITE	
127	OO STUDIO SUITE	
128	OO STUDIO SUITE	
129	OO STUDIO SUITE	
130	OO STUDIO SUITE	
131	OO STUDIO SUITE	
132	OO STUDIO SUITE	

Date: 10/12/2023
 Project: #GV2023006
 Drawn: GFV
 ARC. LISC. Reg.
 #AR0009531

Revisions:
 A 4/16/24
 REVISED GUEST ROOMS
 B 7/25/24
 REVISED TO 3 STORY



561-289-6754

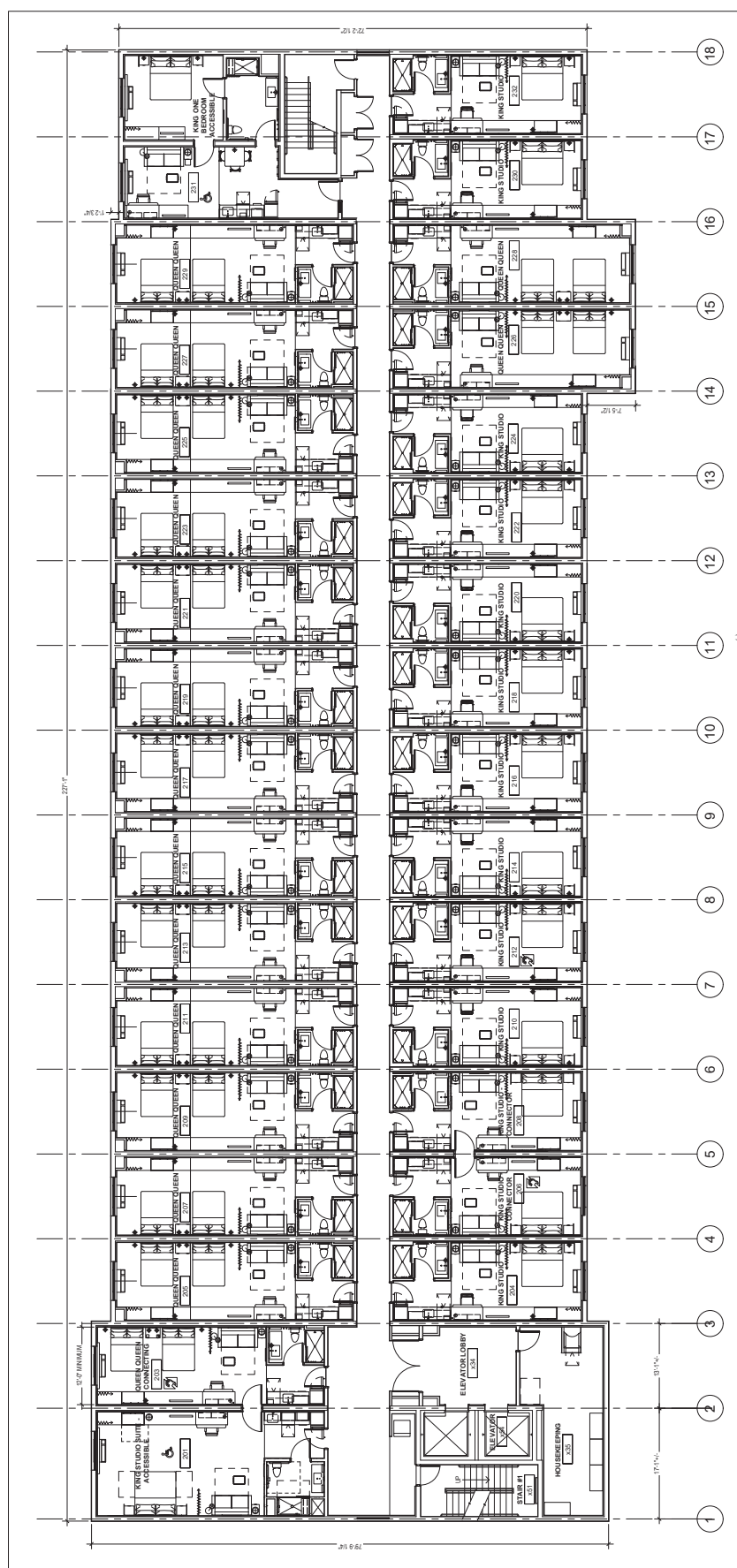
George White ARCHITECT
 LOXAHATCHEE GROVES, FLORIDA
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467



2ND FL PLAN

Item 2.

A-11



1 SECOND FLOOR PLAN
 1/8" = 1'-0"

2ND FLOOR GUEST ROOMS		2ND FLOOR GUEST ROOMS	
RM #	ROOM TYPE	RM #	ROOM TYPE
201	KING STUDIO SUITE - ACC.	218	KING STUDIO SUITE
202	Q/O STUDIO SUITE - CONN.	219	Q/O STUDIO SUITE
203	KING STUDIO SUITE	220	KING STUDIO SUITE
204	KING STUDIO SUITE	221	Q/O STUDIO SUITE
205	Q/O STUDIO SUITE	222	KING STUDIO SUITE
206	KING STUDIO SUITE - CONN.	223	Q/O STUDIO SUITE
207	Q/O STUDIO SUITE	224	KING STUDIO SUITE
208	KING STUDIO SUITE - CONN.	225	Q/O STUDIO SUITE
209	Q/O STUDIO SUITE	226	KING STUDIO SUITE
210	KING STUDIO SUITE	227	Q/O STUDIO SUITE
211	Q/O STUDIO SUITE	228	KING STUDIO SUITE
212	KING STUDIO SUITE	229	Q/O STUDIO SUITE
213	Q/O STUDIO SUITE	230	KING STUDIO SUITE
214	KING STUDIO SUITE	231	KING ONE BEDROOM - ACC.
215	Q/O STUDIO SUITE	232	KING STUDIO SUITE
216	KING STUDIO SUITE		
217	Q/O STUDIO SUITE		

31 GUEST ROOMS
 16 KING ONE BED ROOM TYPE
 15 ACCESSIBLE ROOM TYPE

Date: 10/12/2023
 Project: #GV2023006
 Drawn: GFW
 ARC. LISC. REG.
 #AR0009531

Revisions:
 4/16/24 GUEST ROOMS
 4/25/2024 REVISED TO 3 STUDY



561-289-6754

6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467

George White ARCHITECT

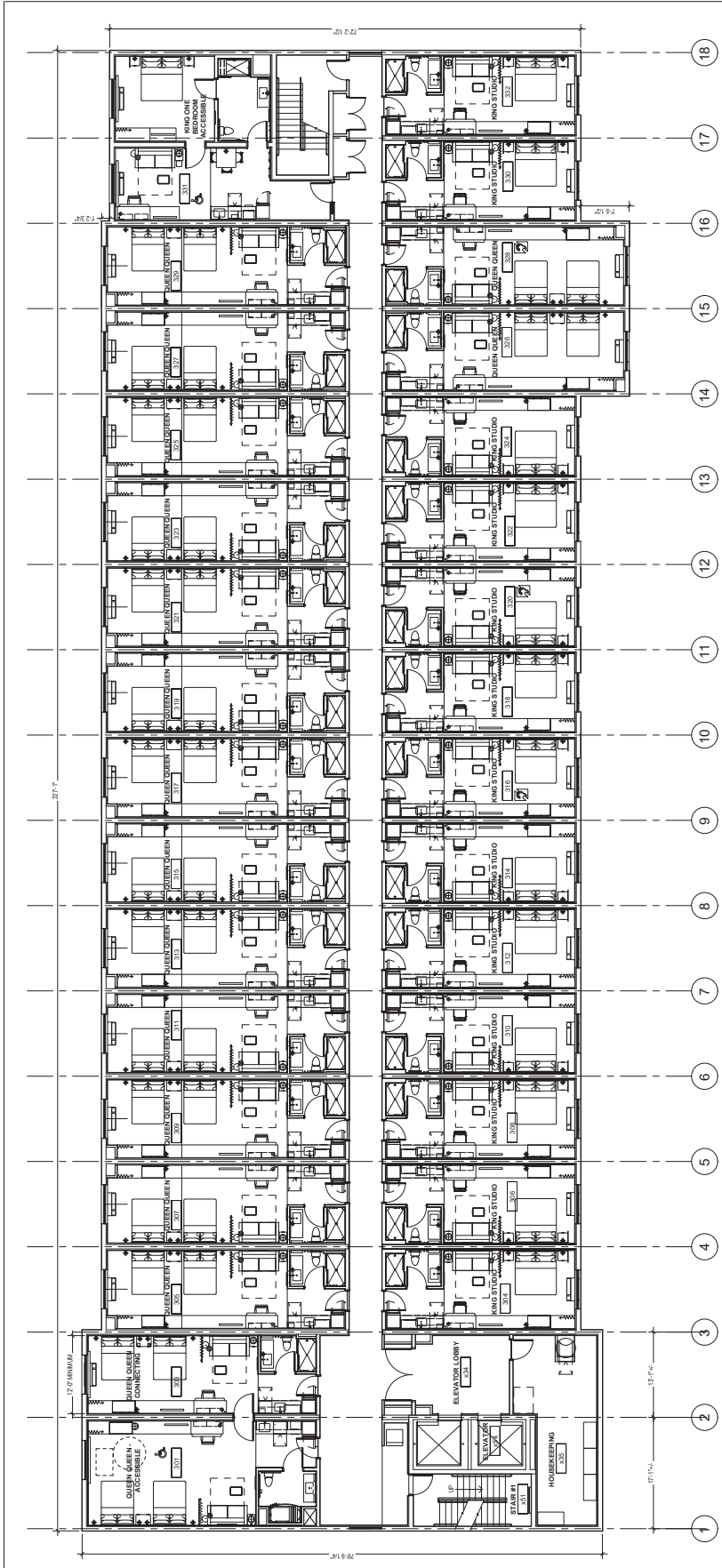
LOXAHATCHEE GROVES, FLORIDA



3RD FL PLAN

A-10

Item 2.



1 THIRD FLOOR PLAN
1/8" = 1'-0"



RM #	TUB/SH.	R/SHOWER	H. IMP.	ADA	3RD FLOOR GUEST ROOMS
316	S				KING STUDIO SUITE
318	S				QO STUDIO SUITE
320	S				KING STUDIO SUITE
321	S				QO STUDIO SUITE
322	S				KING STUDIO SUITE
323	S				QO STUDIO SUITE
324	S				KING STUDIO SUITE
326	S				QO STUDIO SUITE
327	S				KING STUDIO SUITE
328	S				QO STUDIO SUITE
329	S				KING STUDIO SUITE
330	S				QO STUDIO SUITE
331	S				KING ONE BEDROOM - ACC.
332	S				KING STUDIO SUITE

31 GUEST ROOMS
 31 HAVING IMPAIRED ROOM TYPE
 31 ACCESSIBLE ROOM TYPE

RM #	TUB/SH.	R/SHOWER	H. IMP.	ADA	3RD FLOOR GUEST ROOMS
301	T				QO STUDIO SUITE - ACC.
303	S				QO STUDIO SUITE - CORN.
304	S				KING STUDIO SUITE
305	S				QO STUDIO SUITE
306	S				QO STUDIO SUITE
307	S				QO STUDIO SUITE
308	S				QO STUDIO SUITE
309	S				KING STUDIO SUITE
310	S				KING STUDIO SUITE
311	S				QO STUDIO SUITE
312	S				KING STUDIO SUITE
313	S				QO STUDIO SUITE
314	S				KING STUDIO SUITE
315	S				QO STUDIO SUITE
316	S				KING STUDIO SUITE
317	S				QO STUDIO SUITE

31 GUEST ROOMS
 31 HAVING IMPAIRED ROOM TYPE
 31 ACCESSIBLE ROOM TYPE

Date: 10/12/2023
 Project #: GVM2023006
 Drawn: GFV
 ARC. LISC. Reg. #AR0009531

Revisions:
 A 4/16/24 GUEST ROOMS
 B 7/25/2024 REVISED TO 3 STORY



561-289-6754

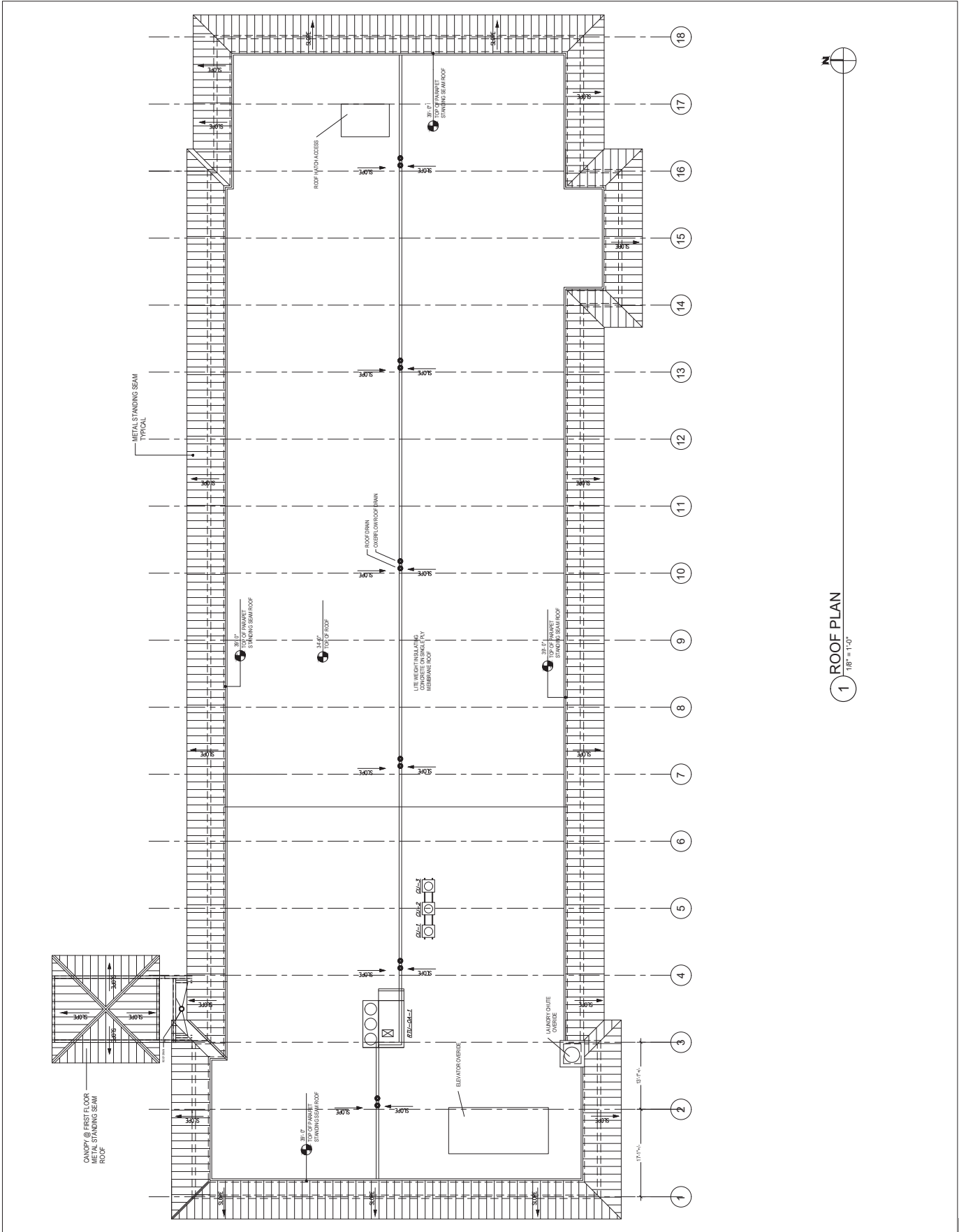
George White ARCHITECT
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467

HOME 2 SUITES
 LOXAHATCHEE GROVES, FLORIDA

ROOF PLAN

Item 2.

A-10



1 ROOF PLAN
 1/8" = 1'-0"

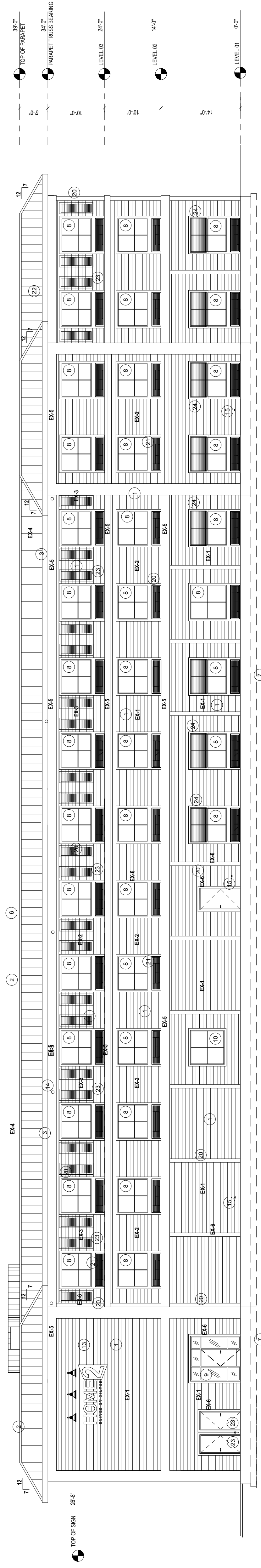
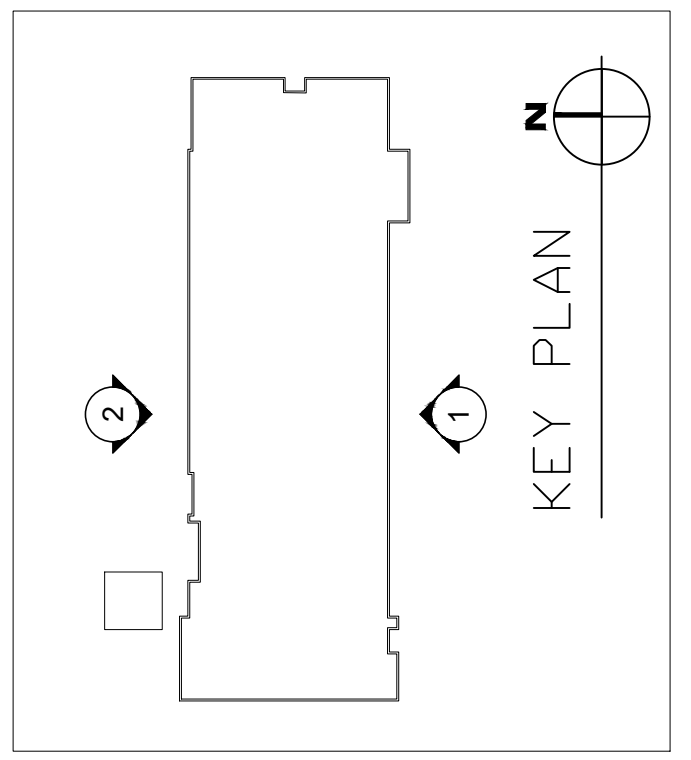
LEGEND

	E41 1/4" SHIMMER FINISH COLOR: COOL GRAY 6CP
	E42 8" SCORED STUCCO COLOR: COOL GRAY 4CP
	E43 8" SCORED STUCCO COLOR: COOL GRAY 3CP
	E44 STANDING SEAM SHEET METAL ROOF SYSTEM CLEAR ANODIZED
	E45 ACCENT BAND COLOR: P-11C WHITE
	E46 STUCCO BAND COLOR: P-11C WHITE

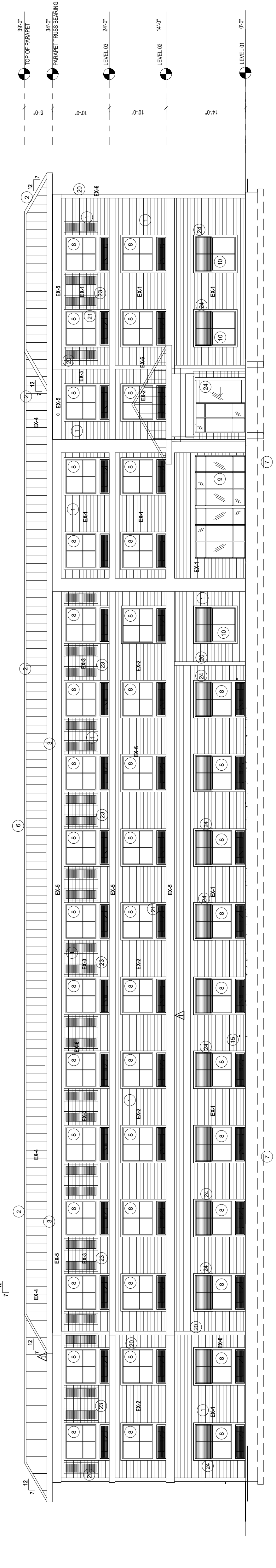
- KEYED NOTES**
1. METAL STANDING SEAM ROOF COLOR BASED ON METAL TRUSSES ON POURED CONCRETE ROOF.
 2. SCORED STUCCO SHALL BE PAINTED P-11C WHITE SYSTEM FINISH TO MATCH BALCONY.
 3. METAL TRUSSES WITH STANDING SEAM METAL ROOFING.
 4. ALL MECHANICAL EQUIPMENT ON ROOF SCREENED BEHIND SLUING METAL.
 5. COST CONCRETE FOUNDATION.
 6. ALUMINUM FINE WINDOW-HURRICANE IMPACT RESISTANT, KYNAR COLOR COATED AT 17 PACAL ANTE.
 7. ALUMINUM FINE WINDOW-HURRICANE IMPACT RESISTANT, KYNAR COLOR COATED WITH AN ANTI-GLARE LENSING.
 8. ALUMINUM FINE WINDOW-HURRICANE IMPACT RESISTANT, KYNAR COLOR COATED WITH AN ANTI-GLARE LENSING.
 9. ALUMINUM FINE WINDOW-HURRICANE IMPACT RESISTANT, KYNAR COLOR COATED WITH AN ANTI-GLARE LENSING.
 10. ALUMINUM FINE WINDOW-HURRICANE IMPACT RESISTANT, KYNAR COLOR COATED WITH AN ANTI-GLARE LENSING.
 11. ELEVATOR OVERHEAD METAL STANDING SEAM ROOF.
 12. LAUNDRY WHITE OVERHEAD METAL STANDING SEAM ROOF.
 13. OVERFLOW SCUPPER.
 14. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 15. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 16. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 17. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 18. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 19. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 20. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 21. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 22. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 23. WATER RESISTANT ACCESSIBLE ROSE BBB - MOUNT TOP AT 1'-0"
 24. ALUMINUM SHAMM SHUTTER COLOR: WHITE

MAT. COLORS

	PANTONE® Cool Gray 4 CP
	PANTONE® Cool Gray 3 CP
	PANTONE® P-11C
	PANTONE® Cool Gray 6 CP



1 SOUTH EXTERIOR ELEVATION
 3/32" = 1'-0"



2 NORTH EXTERIOR ELEVATION
 3/32" = 1'-0"

Date: 10/15/2023
 Project #: HG12023006
 Drawing Title: SITE PLAN
 App. Title: LSC - Reg
 App. No.: MAR0009531

Revisions:
 7/11/24
 7/23/24 TOWERS, LANDSC
 R001 2:
 9/25/2024 REVISED TO 3 STORY



561-289-6754

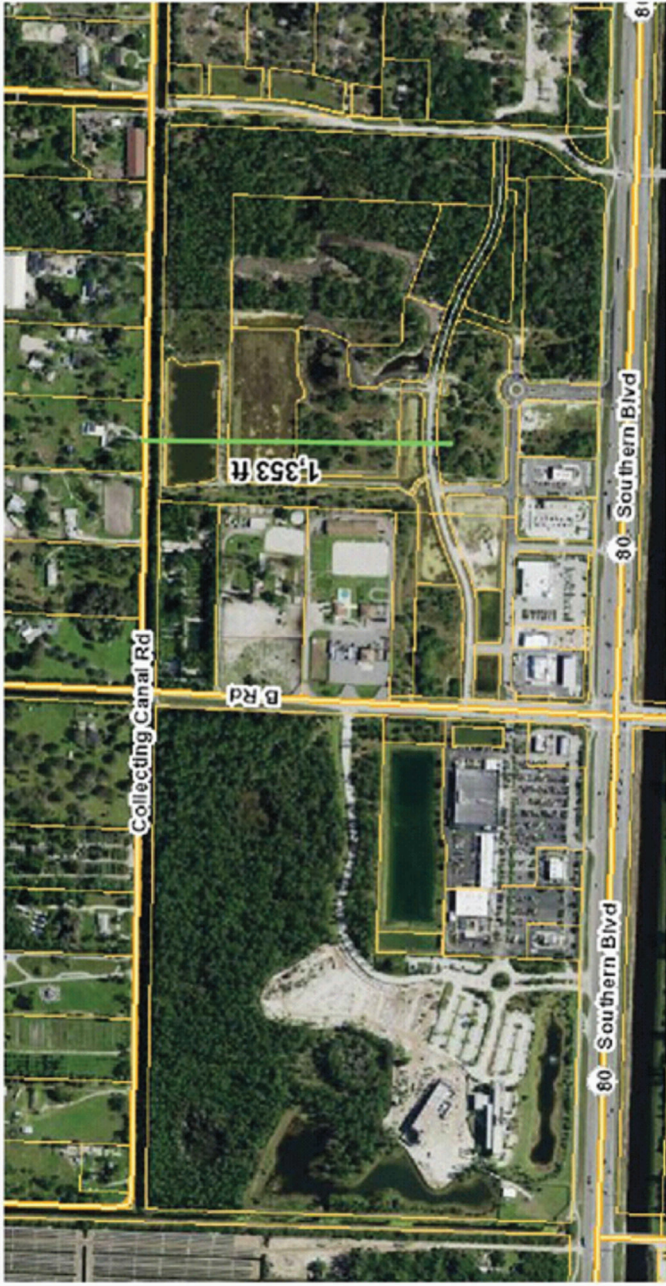
LOXAHATCHEE GROVES, FLORIDA
George White ARCHITECT
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467



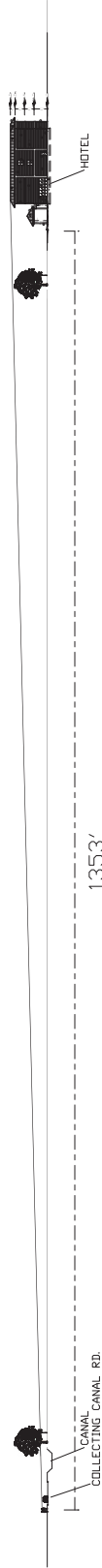
SITE DISTANCE

Item 2.

A-20



1 AREA MAP
 NONE



2 SECTION
 NONE

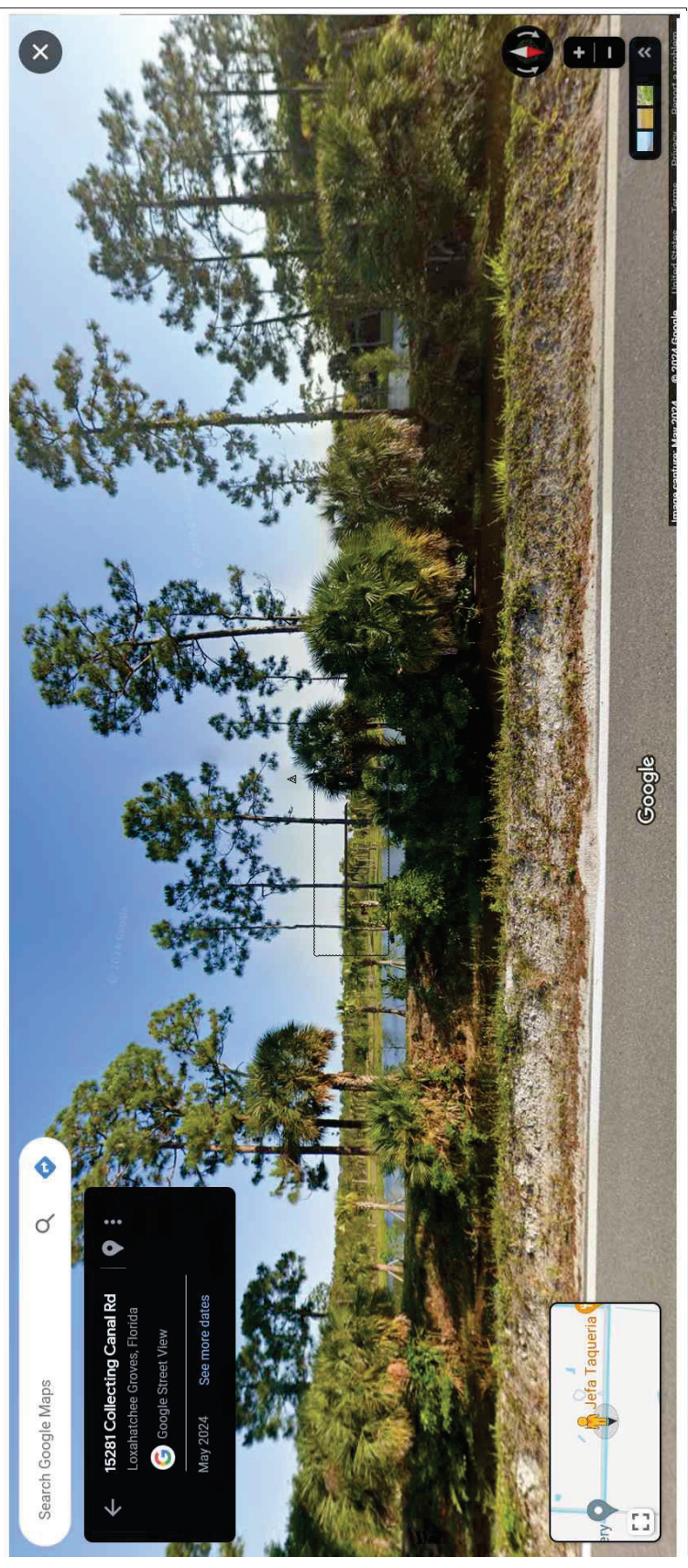
SITE VIEW



HOME 2 SUITES
LOXAHATCHEE GROVES, FLORIDA
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467

561-289-6754
SUITES BY NILON
HOME 2

Date: 10/10/2023
Project: #GVEE0086
Drawn by: JFW
ARC. LISC. Reg. #ARC009931
Revisions:
7/11/24
7/26/24 TOWNERS LUNCHED
8/07/24
9/25/2024 REVISED TP 3 STORY



1 VIEW FROM CANAL COLLECTION RD

Date: 10/12/2023
 Project: #GVR023006
 Drawn: GFV
 ARC. LIC. Reg. #AR0009531

Revisions:
 Δ 7/25/24 TOWERS, LOWER ROOF 3'
 Δ 9/25/2024 REVISED TO 3 STORY

561-289-6754

6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467

HOME 2 SUITES
 LOXAHATCHEE GROVES, FLORIDA
George White ARCHITECT

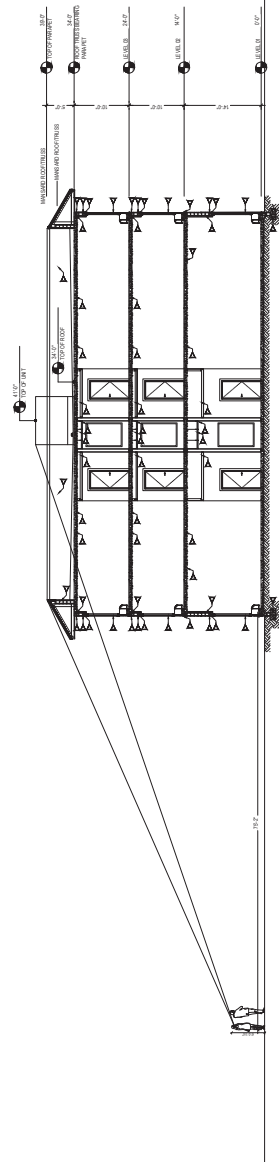


BUILDING SECTION - SIGHT TRIANGLE

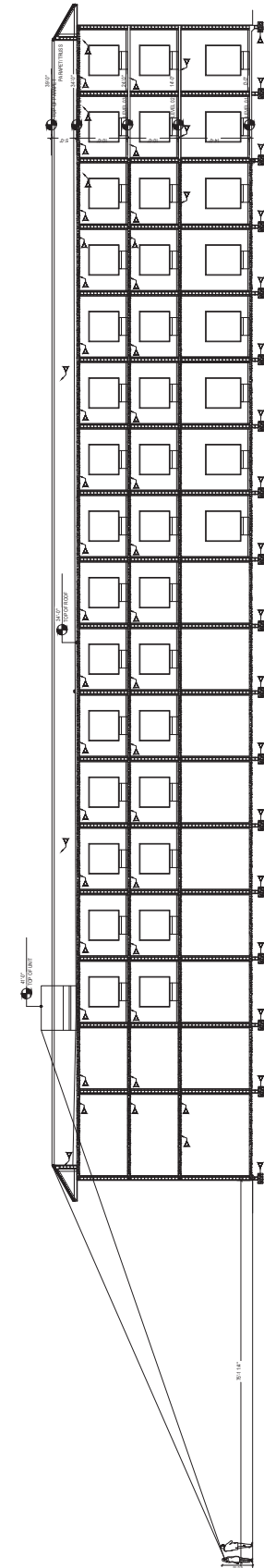
A221

Item 2.

1	REVISIONS	DATE	BY	DESCRIPTION
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1 BUILDING SECTION - SIGHT TRIANGLE
 1/8" = 1'-0"



1 BUILDING SECTION - SIGHT TRIANGLE
 3/32" = 1'-0"

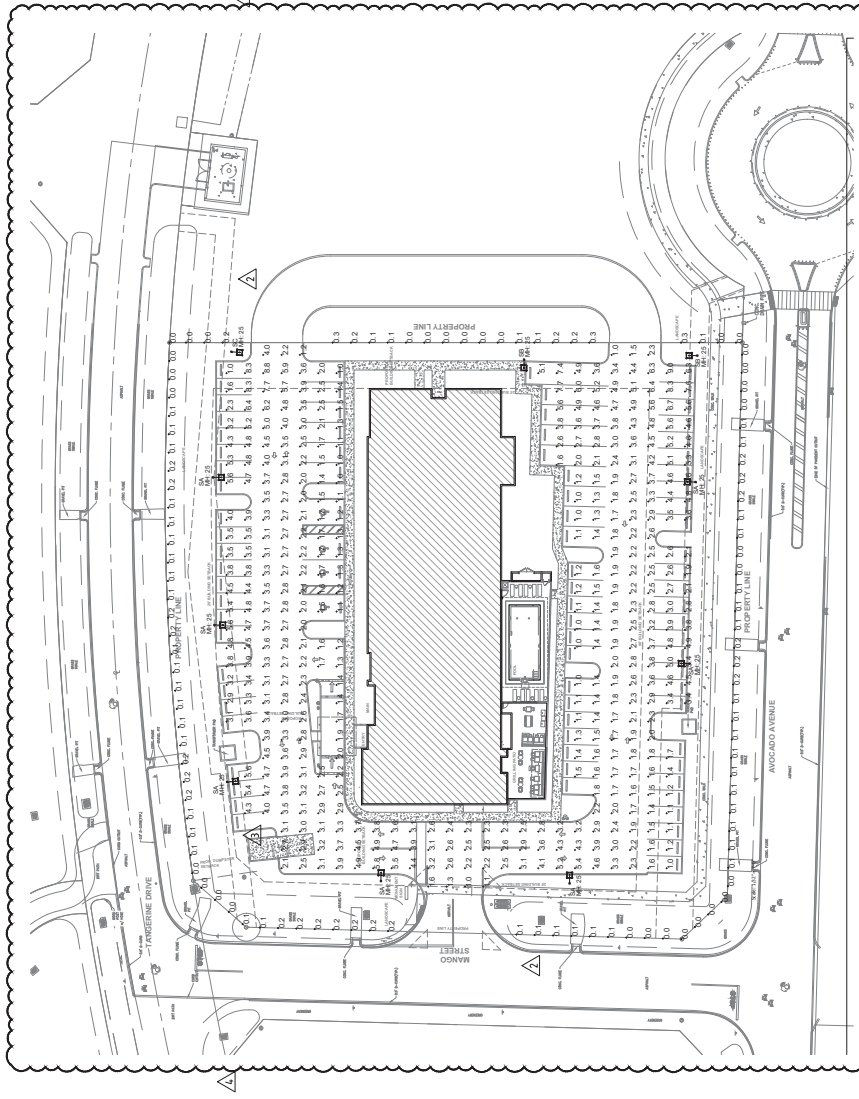
George White
LOXAHATCHEE GROVES, FLORIDA
ARCHITECT

6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698



Date: 11/20/2023
Project #: GW2020068CE20165
Drawn: DJM
ARC. LIC. Reg. #480002671

Revisions:
1. 4/26/2024
2. 4/26/2024
3. 4/26/2024
4. 4/26/2024
5. 4/26/2024
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ELECTRICAL SITE PLAN - PHOTOMETRIC VALUES
Scale: 1/2" = 1'-0"

Unit #/Subunit	City	Label	Dim/Fac	Description	Avg Lum Lumen	LF	Lum/Watt	Total Watts
7	DA	GARDO		EF-544-UNAVAGARE POLE MOUNT 20' FG	21089	6000	200.9	14113
2	BB	GARDO		EF-544-800AVAGLOL POLE MOUNT 22' FG	10953	6000	175	900
1	GC	GARDO		EF-544-800AVAGLOL POLE MOUNT 22' FG	10953	6000	172	876

TO THE BEST OF MY KNOWLEDGE THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH THE BUILDING CODES AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 630.00 OF THE FLORIDA STATUTES.

Beacon Consulting Engineers
620 Cash Lane, Suite 100
Boynton Beach, FL 33435
561-424-3700
Mehran.mohammadi@beacon-engineers.com
Consulting Engineering

Joseph M. Valentini P.E.
Florida Reg. No. 60267

Label	Unit	Avg	Min	Max	Angle/ft	Mount
PROPERTY LINE	FC	0.10	0.3	0.0	N.A.	N.A.
SEE PARKING SIGN	FC	3.05	0.0	0.0	3.05	0.00



LANDSCAPE ARCHITECTURE
 ANDRES MONTERO
 URBAN DESIGN
 200 E. OAK AND PALM BLVD. SUITE 300
 FORT LAUDERDALE, FL 33304 USA
 TEL: 954.535.0800
 WWW.AMDESIGN.COM

Rev	Date	Description

ILLUSTRATIVE
 SITE PLAN

Project Name:
HOME 2 SUITES HOTEL
 Loxahatchee Groves, FL 33470

Digitally signed by
 Andres E Montero
 Date: 2024.09.30
 18:14:43 -0400

Date: DECEMBER 8, 2023
 Scale: 1" = 20'-0"
 Drawn By: AEM/MEP
 Approved By: AEM
 Project No: 202333

Sheet Number:
L-00

GRAPHIC SCALE
 NORTH

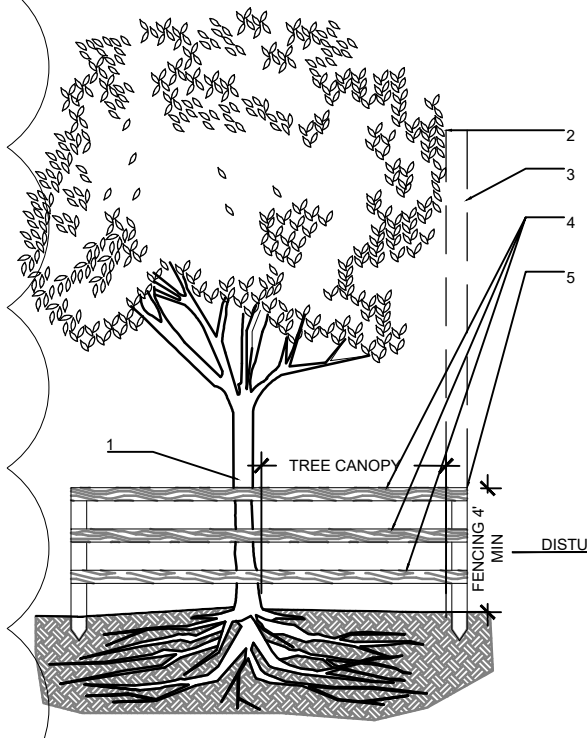
Sunshine State One Call
 Know what's below.
 Call before you dig.

- LEGEND
1. Building
 2. Parking Lot
 3. Arrival Drop off area
 4. Sidewalk
 5. Dumpster Enclosure
 6. Monument Sign
 7. Pool
 8. Pool Deck
 9. Grilling Patio
 10. FPL Transformer
 11. Medium Tree
 12. Small Palm
 13. Existing Tree
 14. Existing Palm
 15. Shrubs & Groundcovers
 16. Screening Hedge
 17. Sod



PERMIT SET - NOT FOR CONSTRUCTION

TREE #	BOTANICAL NAME	COMMON NAME	DBH (in)	HEIGHT (ft)	SPREAD (ft)	STATUS	COMMENTS
1	Quercus virginiana	Live Oak	5	25	25	REMAIN	
2	Quercus virginiana	Live Oak	6	25	25	REMAIN	
3	Quercus virginiana	Live Oak	6	25	25	REMAIN	
4	Sabal palmetto	Sabal Palm	13	17	14	REMAIN	
5	Sabal palmetto	Sabal Palm	13	14	14	REMAIN	
6	Sabal palmetto	Sabal Palm	11	14	14	REMAIN	
7	Quercus virginiana	Live Oak	5	25	25	REMAIN	
8	Quercus virginiana	Live Oak	5	25	25	REMAIN	
9	Quercus virginiana	Live Oak	5	25	25	REMAIN	
10	Sabal palmetto	Sabal Palm	12	15	14	REMAIN	
11	Sabal palmetto	Sabal Palm	12	14	14	REMAIN	
12	Sabal palmetto	Sabal Palm	12	16	14	REMAIN	
13	Quercus virginiana	Live Oak	5	25	25	REMAIN	
14	Quercus virginiana	Live Oak	5	25	25	REMAIN	
15	Quercus virginiana	Live Oak	5	25	25	REMAIN	
16	Sabal palmetto	Sabal Palm	14	15	14	REMAIN	
17	Sabal palmetto	Sabal Palm	11	17	14	REMAIN	
18	Sabal palmetto	Sabal Palm	11	14	14	REMAIN	
19	Quercus laurifolia	Laurel Oak	49	44.9	44	REMOVE	See Arborist Report
20	Quercus laurifolia	Laurel Oak	19	41.7	24	REMOVE	See Arborist Report
21	Quercus laurifolia	Laurel Oak	14	35.4	14	REMOVE	See Arborist Report
22	Sabal palmetto	Sabal Palm	17	16	14	REMOVE	
23	Pinus elliotii	Slash Pine	11	16	16	REMOVE	
24	Sabal palmetto	Sabal Palm	15	18	14	REMOVE	
25	Sabal palmetto	Sabal Palm	10	17	14	REMOVE	
26	Sabal palmetto	Sabal Palm	12	7	14	REMOVE	
27	Sabal palmetto	Sabal Palm	15	4	14	REMOVE	
28	Pinus elliotii	Slash Pine	11	31	16	REMOVE	
29	Quercus laurifolia	Laurel Oak	10	31	16	REMOVE	See Arborist Report
30	Quercus laurifolia	Laurel Oak	17.5	44.5	20	REMOVE	See Arborist Report
31	Quercus laurifolia	Laurel Oak	12	40.3	15	REMOVE	See Arborist Report
32	Quercus laurifolia	Laurel Oak	18	41.2	22	REMOVE	See Arborist Report
33	Pinus elliotii	Slash Pine	8	16	16	REMOVE	
34	Pinus elliotii	Slash Pine	9	16	16	REMOVE	
35	Pinus elliotii	Slash Pine	12	16	16	REMOVE	
36	Pinus elliotii	Slash Pine	11	16	16	REMOVE	
37	Pinus elliotii	Slash Pine	11	16	16	REMOVE	
38	Quercus laurifolia	Laurel Oak	20	41.5	26	REMOVE	See Arborist Report
39	Pinus elliotii	Slash Pine	14	16	16	REMOVE	
40	Sabal palmetto	Sabal Palm	17	6	14	REMOVE	
41	Sabal palmetto	Sabal Palm	15	14	14	REMOVE	
42	Pinus elliotii	Slash Pine	8	16	16	REMOVE	
43	Pinus elliotii	Slash Pine	11	16	16	REMOVE	
44	Pinus elliotii	Slash Pine	7	16	16	REMOVE	
45	Quercus laurifolia	Laurel Oak	16.25	36.9	28	REMOVE	See Arborist Report
46	Pinus elliotii	Slash Pine	9	16	16	REMOVE	
47	Quercus laurifolia	Laurel Oak	14.5	33	15	REMOVE	See Arborist Report
48	Sabal palmetto	Sabal Palm	16	19	14	REMOVE	
49	Sabal palmetto	Sabal Palm	16	5	14	REMOVE	
50	Quercus virginiana	Live Oak	5	25	25	REMAIN	
51	Quercus virginiana	Live Oak	5	25	25	REMAIN	
52	Quercus virginiana	Live Oak	5	25	25	REMAIN	
53	Sabal palmetto	Sabal Palm	13	23	14	REMAIN	
54	Sabal palmetto	Sabal Palm	13	16	14	REMOVE	
55	Quercus laurifolia	Laurel Oak	18.25	36.5	28	REMOVE	See Arborist Report
56	Pinus elliotii	Slash Pine	9	16	16	REMOVE	
57	Sabal palmetto	Sabal Palm	14	6	14	REMOVE	
58	Sabal palmetto	Sabal Palm	16	6	14	REMOVE	
59	Quercus laurifolia	Laurel Oak	29	48.4	46	REMOVE	See Arborist Report
60	Acacia auriculiformis	Earleaf acacia	10	14	14	REMOVE	Category I - Invasive exotics
61	Pinus elliotii	Slash Pine	13	16	16	REMOVE	
62	Pinus elliotii	Slash Pine	10	16	16	REMOVE	
63	Sabal palmetto	Sabal Palm	13	4	14	REMOVE	
64	Acacia auriculiformis	Earleaf acacia	11	14	14	REMOVE	Category I - Invasive exotics
65	Sabal palmetto	Sabal Palm	19	12	14	REMOVE	
66	Sabal palmetto	Sabal Palm	14	19	14	REMOVE	
67	Sabal palmetto	Sabal Palm	20	12	14	REMOVE	
68	Sabal palmetto	Sabal Palm	10	6	14	REMOVE	
69	Sabal palmetto	Sabal Palm	12	17	14	REMOVE	
70	Schinus terebinthifolius	Brazilian Pepper	9	14	14	REMOVE	Category I - Invasive exotics
71	Schinus terebinthifolius	Brazilian Pepper	9	14	14	REMOVE	Category I - Invasive exotics
72	Schinus terebinthifolius	Brazilian Pepper	12	14	14	REMOVE	Category I - Invasive exotics
73	Quercus laurifolia	Laurel Oak	29	44.5	46	REMOVE	See Arborist Report
74	Sabal palmetto	Sabal Palm	15	9	14	REMOVE	
75	Sabal palmetto	Sabal Palm	13	13	14	REMOVE	
76	Quercus laurifolia	Laurel Oak	24	41	38	REMOVE	See Arborist Report
77	Sabal palmetto	Sabal Palm	15	25	14	REMOVE	
78	Sabal palmetto	Sabal Palm	13	16	14	REMOVE	
79	Sabal palmetto	Sabal Palm	16	23	14	REMOVE	
80	Sabal palmetto	Sabal Palm	15	22	14	REMOVE	
81	Sabal palmetto	Sabal Palm	19	20	14	REMOVE	
82	Quercus laurifolia	Laurel Oak	17	34.3	24	REMOVE	See Arborist Report
83	Quercus laurifolia	Laurel Oak	24.5	37.3	36	REMOVE	See Arborist Report
84	Sabal palmetto	Sabal Palm	19	10	14	REMOVE	
85	Sabal palmetto	Sabal Palm	9	19	14	REMOVE	
86	Quercus laurifolia	Laurel Oak	31.5	37.9	42	REMOVE	See Arborist Report
87	Sabal palmetto	Sabal Palm	13	5	14	REMOVE	
88	Sabal palmetto	Sabal Palm	14	8	14	REMOVE	
89	Sabal palmetto	Sabal Palm	15	5	14	REMOVE	
90	Sabal palmetto	Sabal Palm	13	13	14	REMOVE	
91	Sabal palmetto	Sabal Palm	14	6	14	REMOVE	
92	Sabal palmetto	Sabal Palm	16	12	14	REMOVE	
93	Sabal palmetto	Sabal Palm	15	5	14	REMOVE	
94	Sabal palmetto	Sabal Palm	10	4	14	REMOVE	
95	Sabal palmetto	Sabal Palm	13	15	14	REMOVE	
96	Sabal palmetto	Sabal Palm	18	9	14	REMOVE	
97	Sabal palmetto	Sabal Palm	19	11	14	REMOVE	
98	Sabal palmetto	Sabal Palm	18	11	14	REMOVE	
99	Sabal palmetto	Sabal Palm	21	12	14	REMOVE	
100	Sabal palmetto	Sabal Palm	19	12	14	REMOVE	
101	Quercus virginiana	Live Oak	5	12	12	RELOCATE	
102	Sabal palmetto	Sabal Palm	8	8	14	REMOVE	
103	Sabal palmetto	Sabal Palm	9	21	14	REMOVE	
104	Sabal palmetto	Sabal Palm	10	21	14	REMOVE	
105	Sabal palmetto	Sabal Palm	11	19	14	REMOVE	
106	Sabal palmetto	Sabal Palm	11	27	14	REMOVE	
107	Sabal palmetto	Sabal Palm	11	26	14	REMOVE	
108	Sabal palmetto	Sabal Palm	15	6	14	REMOVE	
109	Sabal palmetto	Sabal Palm	18	9	14	REMOVE	
110	Quercus virginiana	Live Oak	5	12	12	RELOCATE	
111	Quercus virginiana	Live Oak	12	12	12	RELOCATE	
112	Quercus virginiana	Live Oak	6	12	12	RELOCATE	
113	Quercus virginiana	Live Oak	5	12	12	RELOCATE	
114	Quercus virginiana	Live Oak	4	12	12	RELOCATE	
115	Quercus virginiana	Live Oak	5	12	12	RELOCATE	
116	Quercus virginiana	Live Oak	5	12	12	RELOCATE	
117	Sabal palmetto	Sabal Palm	8	5	14	REMOVE	
118	Sabal palmetto	Sabal Palm	10	4	14	REMOVE	
119	Acacia auriculiformis	Earleaf acacia	4	14	14	REMOVE	Category I - Invasive exotics
120	Sabal palmetto	Sabal Palm	9	10	14	REMOVE	
121	Sabal palmetto	Sabal Palm	13	15	14	REMOVE	
122	Sabal palmetto	Sabal Palm	13	15	14	REMOVE	
123	Sabal palmetto	Sabal Palm	8	4	14	REMOVE	
124	Sabal palmetto	Sabal Palm	12	4	14	REMOVE	
125	Sabal palmetto	Sabal Palm	10	4	14	REMOVE	
126	Sabal palmetto	Sabal Palm	7	7	14	REMOVE	
127	Acacia auriculiformis	Earleaf acacia	6	14	14	REMOVE	Category I - Invasive exotics
128	Sabal palmetto	Sabal Palm	10	6	14	REMOVE	
129	Sabal palmetto	Sabal Palm	15	5	14	REMOVE	



NOTES:
 1. ALL EXPOSED ROOTS WITHIN ROOT PROTECTION ZONE SHALL BE HAND PRUNED TO HAVE A SMOOTH, CLEAN CUT WITHOUT TEARING OR SPLITTING.
 2. BARRIER TO FORM A CONTINUOUS CIRCLE AROUND THE TREE OR GROUP OF TREES.
 3. CONTRACTOR TO INSTALL PROTECTIVE FENCE BARRIER AROUND ALL EXISTING TREES TO REMAIN - AT THE START OF THE PROJECT - FENCE TO REMAIN IN PLACE THROUGHOUT THE DURATION OF THE PROJECT.
 4. CONTRACTOR SHALL TAKE EXTRA CARE DURING EARTHWORK AND UTILITY OPERATIONS TO PROTECT ALL EXISTING TREES - AND SHALL BE RESPONSIBLE TO REPLACE ANY TREES DAMAGED DURING CONSTRUCTION.

1. EXISTING TREE PROTECTION FENCE SECTION SCALE: N.T.S.

5

LEGEND

- TREE PROTECTION FENCE
- (X) TREE NUMBER
- (+) EXISTING TREE TO REMAIN
- (+ in circle) EXISTING SABAL TO REMAIN
- (+ in square) EXISTING TREE TO BE RELOCATED
- (X in circle) EXISTING PALM TO BE REMOVED
- (X in square) EXISTING TREE TO BE REMOVED

NOTES:
 1. BOUNDARY SURVEY, APPROXIMATE LOCATION, SIZE AND CONDITIONS OF THE EXISTING TREES WITHIN THE PROJECT LIMITS HAS BEEN COLLECTED FROM THE EXISTING TREE SURVEY PREPARED BY:
CAULFIELD & WHEELER, INC.
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 ph: 561.392.1991
 2. EXISTING TREES TO REMAIN TO BE PROTECTED DURING CONSTRUCTION - SEE EXISTING TREE PROTECTION FENCE DETAIL # 1- SHEET L-01
 CONTRACTOR SHALL OBTAIN A TREE REMOVAL PERMIT FOR TREES/PALMS PROPOSED TO BE REMOVED, PRIOR TO DEVELOPMENT OF THE SITE.



GRAPHIC SCALE
 NORTH 0° 20' 40' 60'

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Item 2

ANDRES MONTERO LANDSCAPE ARCHITECTURE
 LANDSCAPE ARCHITECTURE
 URBAN DESIGN
 2300 E. OAKLAND PARK BLVD. SUITE 300
 FORT LAUDERDALE, FLORIDA 33308 USA
 www.andresmo.com

By: [Signature]
 Date: 12/23/23
 Description: REVISED DRAWING TO ADDRESS CITY COMMENTS FROM MARCH 2024
 AEM/MMP
 12/23/23
 AEM/MMP

Project Name:
HOME 2 SUITES HOTEL
 Loxahatchee Groves, FL 33470

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 STATE OF FLORIDA
 REGISTRATION LA686973

Date: DECEMBER 8, 2023
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 Drawn By: AEM/MMP
 Approved By: AEM
 Project No: 202333

Sheet Number:
L-01

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LANDSCAPE ARCHITECTURE
 URBAN DESIGN
 200 E. OVA AND AVENUE, SUITE 300
 FORT LAUDERDALE, FL 33301
 www.andresmontero.com

By	Description	Date
ANDRES MONTERO	PRELIMINARY LAYOUT OF CONCEPTS	02/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	03/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	04/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	05/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	06/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	07/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	08/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	09/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	10/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	11/2024
ANDRES MONTERO	REVISIONS TO LAYOUT OF CONCEPTS	12/2024

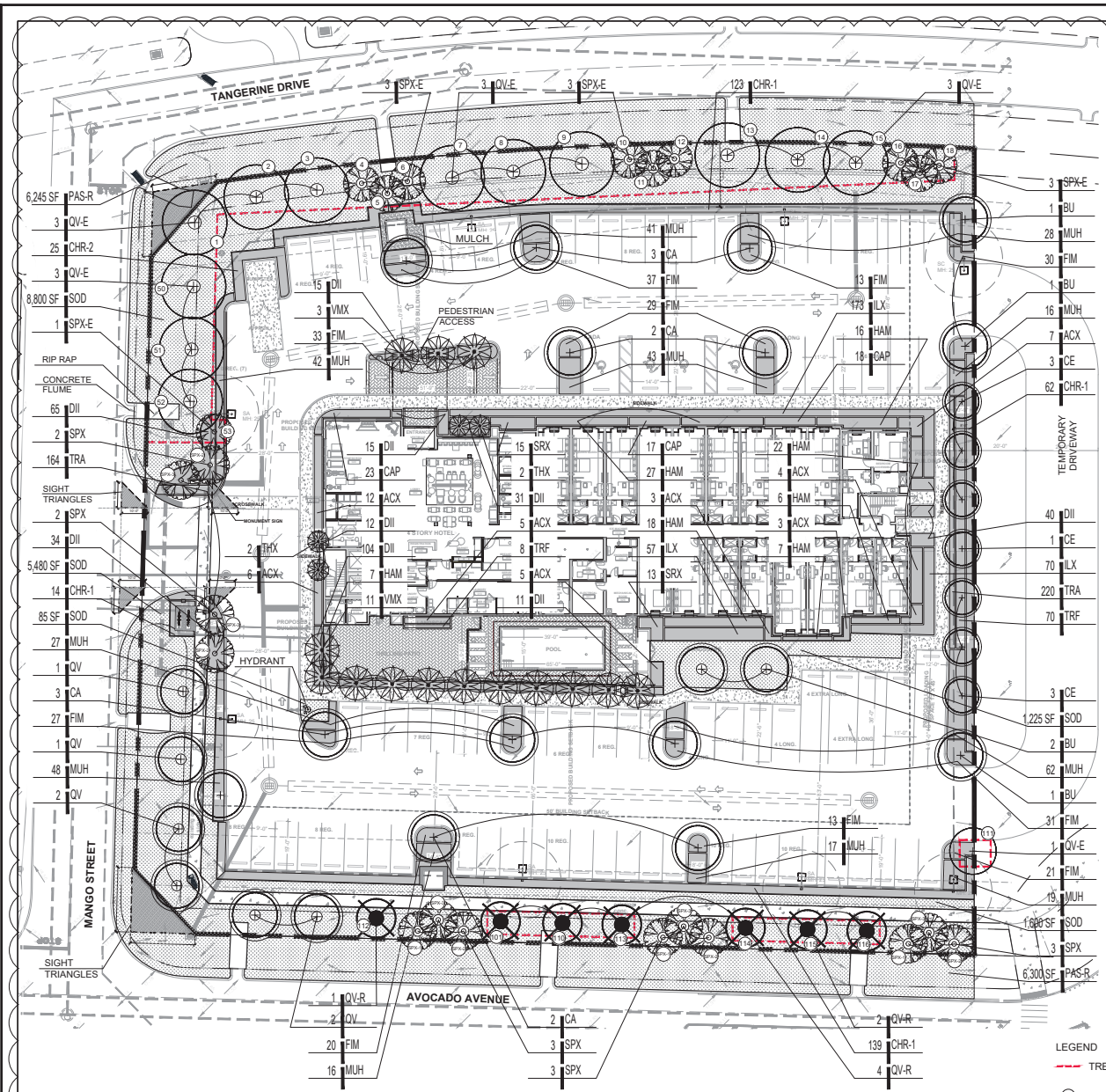
LANDSCAPE PLAN

Project Name:
HOME 2 SUITES HOTEL
 Location: OVA Avenue, Ft. Lauderdale, FL 33301

Project No.:
 202333

Date: DECEMBER 8, 2023
 Scale: 1" = 20'-0"
 Drawn By: AEM/MP
 Approved By: AEM
 Project No: 202333

Sheet No:
L-02



Plant Use	QF code	species	common name	drought tolerance	native	specifications	container size	spacing
TREES								
BU	butera sinuata		Butterfly Bush	High	yes	20' H. - 6" DBH. @ CT	FG	as shown
CA	Calophyllum brasiliense		Brazilian Sea/leaf	High	no	20' H. - 6" DBH. @ CT	FG	as shown
CE	Conocarpus erectus		Green Buttonwood	High	yes	20' H. - 6" DBH. @ CT	FG	as shown
QV	Quercus virginiana		Live Oak	High	yes	20' H. - 6" DBH. @ CT	FG	as shown
EXISTING/RELOCATED TREES								
QV-E	Quercus virginiana		Live Oak	High	yes	Existing #1, #2, #3, #7, #8, #9, #13, #14, #15, #20, #21, #22, #113, #114, #115, #116		as shown
QV-R	Quercus virginiana		Live Oak	High	yes	Existing #101, #110, #112, #113, #114, #115, #116		as shown
PALMS								
SPX-1	Sabal palmetto		Sabal Palm	High	yes	18' CT - Regenerated	b&b	as shown
SPX-2	Sabal palmetto		Sabal Palm	High	yes	12' CT - Regenerated	b&b	as shown
SPX-3	Sabal palmetto		Sabal Palm	High	yes	14' CT - Regenerated	b&b	as shown
TRX	Thrinax rostrata		Florida Trench Palm	High	yes	8' CT - Full Head	FG	as shown
VMX	Washingtonia mangroveana		Mangrove Palm	Medium	no	14' O.A./Full Head	FG	as shown
EXISTING PALMS								
SPX-E	Sabal palmetto		Sabal Palm	High	yes	Existing #4, #5, #6, #10, #11, #12, #14, #17, #18, #19, #23		as shown
SHRUBS, GROUNDCOVERS & VINES								
AC	Asplenium nidus		Rock Fern	Medium	yes	8" H. O.A. Clump	FG	42' O.C.
CAP	Capotis cynophallophora		Jamaican Caper	High	yes	24" H. x 18" spr.	3 Gal.	24' O.C.
CHR-1	Chrysothamnus loosea		Red Top Coccinellid	Medium	yes	36" H. x 24" spr.	7 Gal.	30' O.C.
CHR-2	Chrysothamnus loosea		Red Top Coccinellid	Medium	yes	4" Top	16 Gal.	36' O.C.
DIE	Dialium indicum		African Ash	Medium	yes	18" O.A./Full Clump	1 Gal.	24' O.C.
FIC	Ficus microcarpa		Green Island Ficus	High	no	24" O.A.	7 Gal.	24' O.C.
HAM	Hamelia nodosa		Dwarf Firebush	High	yes	30" H. x 24" spr.	7 Gal.	36' O.C.
ILX	Illex vomitoria		Dwarf Yaupon Holly	High	yes	24" H. x 18" spr.	3 Gal.	24' O.C.
MUH	Muhlenbergia capillaris		Pink Muhly Grass	High	yes	30" O.A./Full Clump	3 Gal.	30' O.C.
SRX	Serrano repens		Saw Palmetto	High	yes	24" O.A./Full Clump	7 Gal.	30' O.C.
TRF	Tripsacum daniellianum		Dwarf Fuchsia-like Grass	High	yes	24" O.A./Full Clump	3 Gal.	30' O.C.
SOD	Stenotaphrum secundatum		Boutan Grass	High	no			
PAS-R	Paspalum paspalodes		St. Augustine Grass	Medium	no			

LANDSCAPE CALCULATIONS

LANDSCAPE CALCULATIONS	SF	ACRES
ZONING - ML-PUD		
SITE AREA	97,735	2.24
IMPERVIOUS AREA	42,848	
PERVIOUS AREA	29,907	
REQUIRED		PROVIDED
BUILDING FACADE - SEC 85-055	242	482
MINIMUM 40% OF THE LINEAR FRONTAGE OF THE STRUCTURE SHALL BE LANDSCAPING (604 LF)		
INTERIOR VIA - SEC 85-055		
TOTAL AREA (VIA)	41,647	
LINE VIA DEDICATED TO PARKING ISLANDS	4,165	4,963
1 TREE PER PARKING ISLAND	15	15
V.U.A. LANDSCAPE BUFFER - SEC 85-055	25'	25'
NORTH/SOUTH BUFFER (25 FT. WIDTH) - 906 LF		
1 TREE PER 25 LF	36	37
CONTINUOUS HEDGE		YES
EAST BUFFER (8 FT WIDTH) - 312 LF		
1 TREE PER 25 LF	8	8
CONTINUOUS HEDGE		YES
ADDITIONAL TREES	2	
ADDITIONAL LARGE PALMS	5	
ADDITIONAL SMALL PALMS	18	
TOTAL TREES/PALMS	64	88
NATIVE PLANT MATERIAL CALCULATIONS		
50 PERCENT OF REQUIRED TREES SHALL BE NATIVE	32	72%
50 PERCENT OF REQUIRED SHRUBS SHALL BE NATIVE	77%	
HEDGE/FENCE PROVIDED TO SCREEN MECH. EQUIPMENT AND DUMPSTER		YES
NOTE: ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE. IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR.		
TREE MITIGATION		
TOTAL TREES REMOVED WITH A 24" HT MIN. OR 6" DBH AND GREATER	35 TREES	
TOTAL TREES REQUIRED FOR MITIGATION	35 TREES AT SAME SIZE	
OR 70' @ MIN. HT OF 18"	30 TREES/PALMS	
TREES TO REMAIN IN PLACE OR RELOCATED ON SITE	29 TREES	
PROPOSED LARGE PALMS	13 PALMS	
TOTAL PROPOSED TREES/LARGE PALMS	42 TREES/PALMS	

- NOTES:**
- RELOCATION OF TREES OR PALMS SHALL BE DONE IN COMPLIANCE WITH STANDARDS SET FORTH IN THE MOST RECENTLY PUBLISHED EDITION OF THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 STANDARDS. THIS REQUIREMENT INCLUDES ALL PROCEDURES, TECHNIQUES, STANDARDS FOR MINIMUM ROOT BALL SIZE, AND ANY OTHER STANDARDS INCLUDED IN ANSI A-300 STANDARDS.
 - RELOCATED TREES MUST BE WARRANTED FOR A PERIOD OF 1 YEAR AND A FINAL INSPECTION WILL BE TIED INTO THE FINAL INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
 - ROOT BARRIERS SHALL BE INSTALLED AT ALL TREES/PALMS THAT ARE PLANTED WITHIN FIVE (5) FEET OF UNDERGROUND UTILITIES OR UTILITY EASEMENT. SEE DETAIL #5 ON SHEET L-03.
 - TREE PROTECTION FENCE MIGHT BE TEMPORARILY ADJUSTED AT TREES TO REMAIN TO ALLOW FOR THE CONSTRUCTION OF WALKWAYS AND CURBS.
 - ALL LANDSCAPE AREAS SHALL BE PROVIDED WITH A FULLY AUTOMATICALLY OPERATED IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL PROVIDE COMPLETE COVERAGE OF ALL PLANT MATERIALS. THIS SYSTEM SHOULD HAVE RAIN SENSOR AND SHOULD AUTOMATICALLY SHUT OFF WHEN RAINING.
 - WITHIN SIGHT DISTANCE TRIANGLES, LANDSCAPE SHALL BE MAINTAIN TO PROVIDE CLEAR VISIBILITY WITHOUT OBSTRUCTION FROM AN AREA BETWEEN 30 INCHES AND 8 FEET ABOVE AVERAGE ELEVATION OF THE INTERSECTION.

LEGEND

- TREE PROTECTION FENCE
- ⊗ TREE NUMBER
- ⊕ EXISTING TREE TO REMAIN
- ⊗ NEW / EXISTING SABAL PALM
- ⊕ NEW TREE
- ⊗ NEW PALM
- SHRUBS & GROUNDCOVERS

Scale: 1" = 20'-0"

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LANDSCAPE ARCHITECTURE
 ANDRES MONTERO ARCHITECTURE, INC.
 URBAN DESIGN
 209 E. OAK AND PALM BLVD. SUITE 300
 FORT LAUDERDALE, FL 33301 USA
 www.andresmontero.com

Rev	Date	Description	By
1	12/08/2024	ISSUED FOR PERMITS	AEM/MP
2	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
3	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
4	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
5	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
6	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
7	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
8	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
9	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP
10	12/08/2024	REVISED PER CITY COMMENTS	AEM/MP

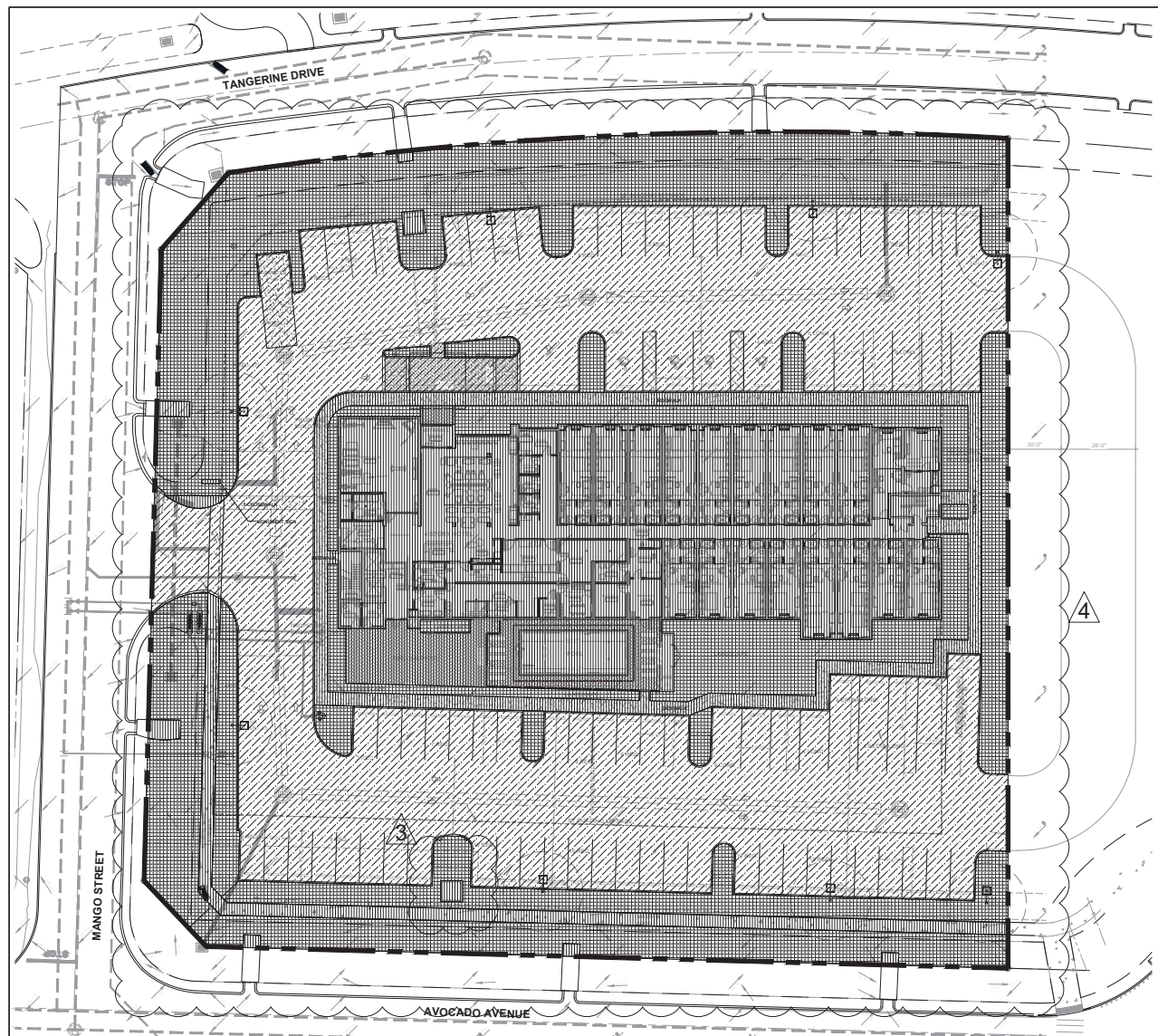
Sheet Title:
**AREAS CALCULATION
 DIAGRAM**

Project Name:
HOME 2 SUITES HOTEL
 Location: Broward County, FL 33470

Digitally signed by:
 Andres Montero
 Date: 2024.09.30 18:15:52
 -04'00'

Date: DECEMBER 8, 2023
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 Approved By: AEM
 Project No: 202333

Sheet Number:
L-03



AREAS CALCULATION DIAGRAM

- 41,603 SF
VEHICULAR USE AREA
- 29,951 SF
INTERIOR OPEN SPACE/PERVIOUS AREA
- 26,201 SF
IMPERVIOUS AREA



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LANDSCAPE ARCHITECTURE
 URBAN DESIGN
 2308 E. OAK AND PARK BLVD. SUITE 300
 FORT LAUDERDALE, FL 33308 USA
 www.andresmontero.com

By	Description	Date
AE/AM	PRELIMINARY	08/2024
AE/AM	REVISED	09/2024
AE/AM	REVISED	10/2024
AE/AM	REVISED	11/2024
AE/AM	REVISED	12/2024
AE/AM	REVISED	01/2025
AE/AM	REVISED	02/2025

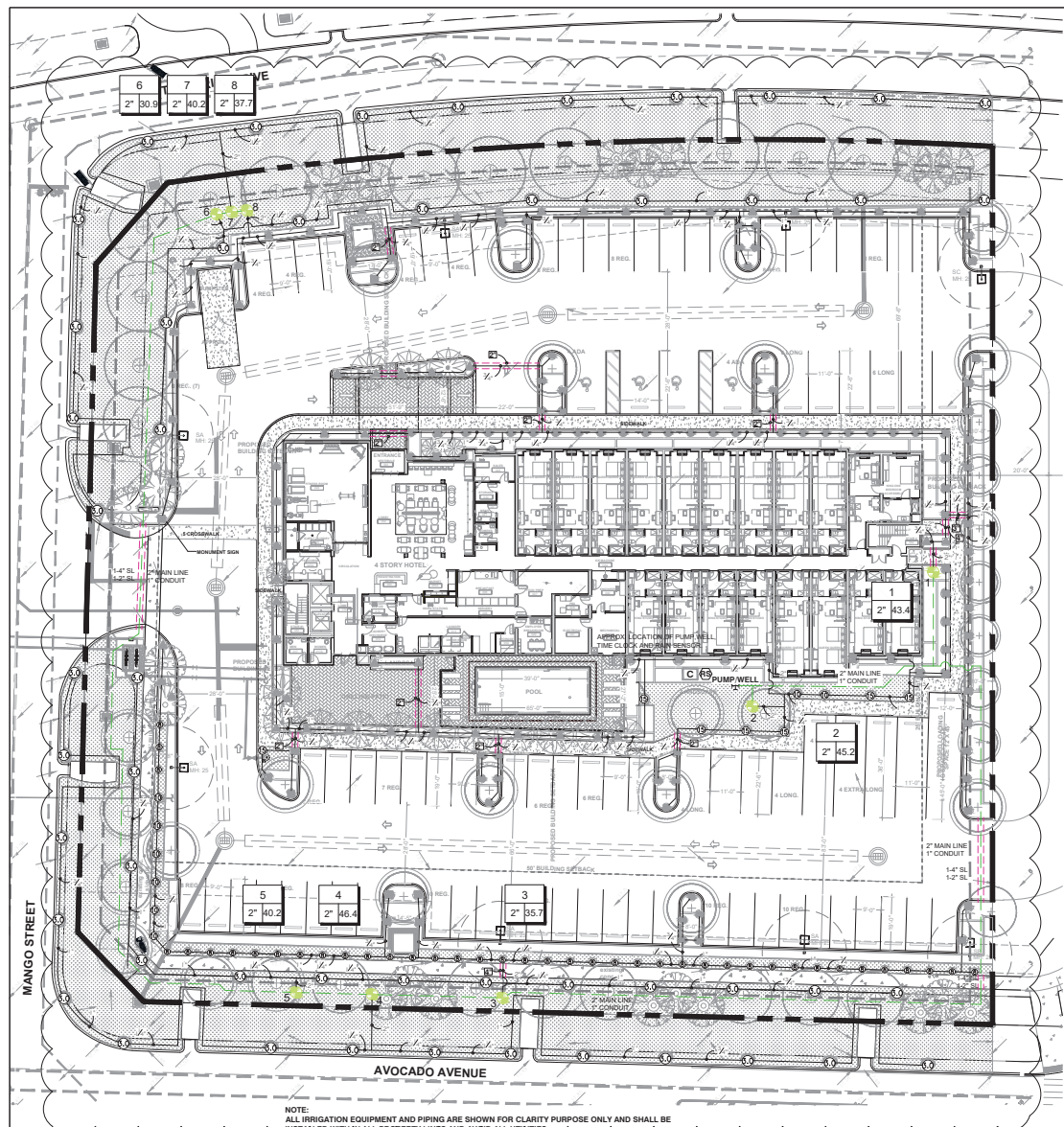
IRRIGATION PLAN
 DETAILS &
 GENERAL NOTES

Project Name:
HOME 2 SUITES HOTEL
 Loveladies Grove, FL 33470

Digitally signed by
 Andres E. Montero
 Date: 2024.09.30 18:16:27
 SEAL: 14-0400

Date: DECEMBER 8, 2023
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 Approved By: AEM
 Project No: 202333

Sheet Number:
L-05



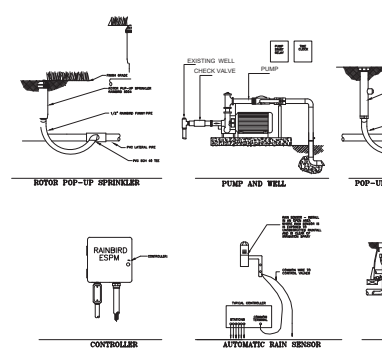
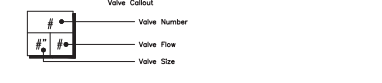
NOTE:
 ALL IRRIGATION EQUIPMENT AND PIPING ARE SHOWN FOR CLARITY PURPOSE ONLY AND SHALL BE INSTALLED WITHIN ALL PROPERTY LINES AND AVOID ALL UTILITIES.

IRRIGATION SCHEDULE OR EQUIVILENT.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
⊙ ⊙ ⊙ ⊙	Rain Bird 180G 8 Series MPR Turf Spray 6.0in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.
⊙ ⊙ ⊙ ⊙ ⊙ ⊙	Rain Bird 180G 15 Series MPR Turf Spray 6.0in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.
⊙ ⊙ ⊙ ⊙ ⊙ ⊙	Rain Bird 1812 15 Strip Series Shrub Spray 1.2in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.
⊙ ⊙ ⊙ ⊙ ⊙ ⊙	Rain Bird 1812 8 Series MPR Shrub Spray 1.2in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.
⊙ ⊙ ⊙ ⊙ ⊙ ⊙	Rain Bird 1812 12 Series MPR Shrub Spray 1.2in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.
⊙ ⊙ ⊙ ⊙ ⊙ ⊙	Rain Bird 1812 15 Series MPR Shrub Spray 1.2in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.

SYMBOL	MANUFACTURER/MODEL	GPM
⊙	Rain Bird 5004-PC 3.0	3.09

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
⊙	Rain Bird PEB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.
⊙	Rain Bird ESP4ME3 with (2) ESP-5M3 1/0 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Use. LNK, WFR Module and Flow Sensor Ready.
⊙	Rain Bird RSD-8EX Rain Sensor, with metal latching bracket, extension wire.
⊙	3 Horse Power Centrifugal Pump with 3" Well



GENERAL NOTES

- Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.
- All mainline, lateral line and control wire conduit under paving shall be installed in separate sleeves. Sleeves shall be a minimum of twice (2x) the diameter of the pipe to be sleeved. Main Line shall be installed in with lateral pipe where possible.
- Install all backflow prevention devices and all piping between the point of connection and the backflow preventer as per local codes.
- Final location of the backflow preventer and automatic controller shall be approved by the owner's authorized representative.
- 120 VAC electrical power source at controller location shall be provided by others. The electrical contractor shall make the final connection from the electrical source to the controller.
- All sprinkler heads shall be set perpendicular to finish grade unless otherwise specified.
- The irrigation contractor shall flush and adjust all sprinkler heads and valves for optimum spray with minimal overspray onto walks, streets, walls, etc.
- This design is diagrammatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas whenever possible. The contractor shall locate all valves in shrub areas where possible.
- It is the responsibility of the irrigation contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The irrigation contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves through walls, under roadways and zoning, etc.
- Do not willingly install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering, such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.
- All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
- The irrigation contractor shall install check valves on all heads in areas where finish grade exceeds 4:1, where post valve shut-off draining, of the irrigation head occurs or as directed by the owner's authorized representative.
- The contractor shall provide 1800 PCS (pressure compensating screens) as necessary to reduce or eliminate overspray onto streets, walks or other areas as directed by the owner's authorized representative.
- All control wires shall be installed in PVC conduit.
- All remote control valves, gate valves, quick couplers, control wire and computer cable pull points shall be installed in approved valves boxes with covers.
- The installation devices are to be guaranteed for the period of (1) year from the date of final acceptance.

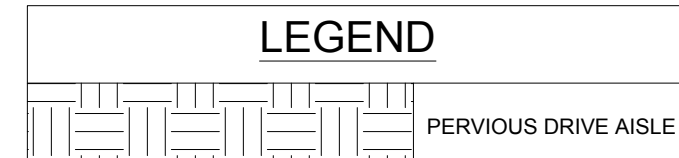
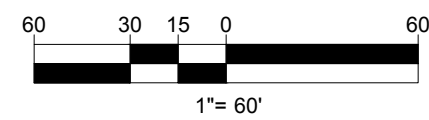
PERMIT SET - NOT FOR CONSTRUCTION



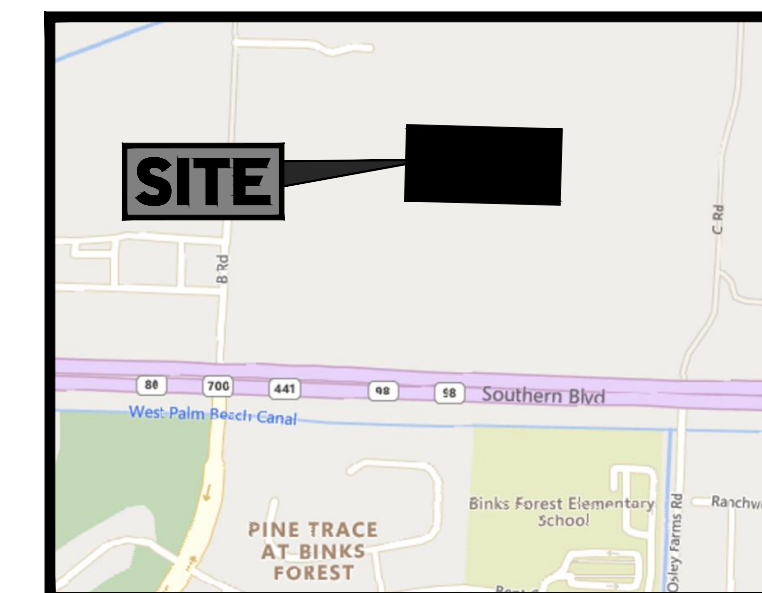
Sunshine State One Call
 Know what's below.
 Call before you dig.



ATTACHMENT 8– Proposed Site Plan, Public Park (Pod G)



SITE DATA TABLE	
TOTAL AREA (EXCLUDING CONSERVATION EASEMENT)	4.16 AC
IMPERVIOUS AREA	0 AC
PERVIOUS AREA	4.16 AC



BOHLER //

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

REVISIONS

REV	DATE	COMMENT	DRAWN BY

Sunshine 811

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

SITE PLAN APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONTRACT DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: FLC220010
 DRAWN BY: TB
 CHECKED BY: SWM
 DATE: 01/07/24
 CAD ID: FLC220010.00-SITE-TC-0

PROJECT:
TOWN COMMONS SITE PLAN
 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

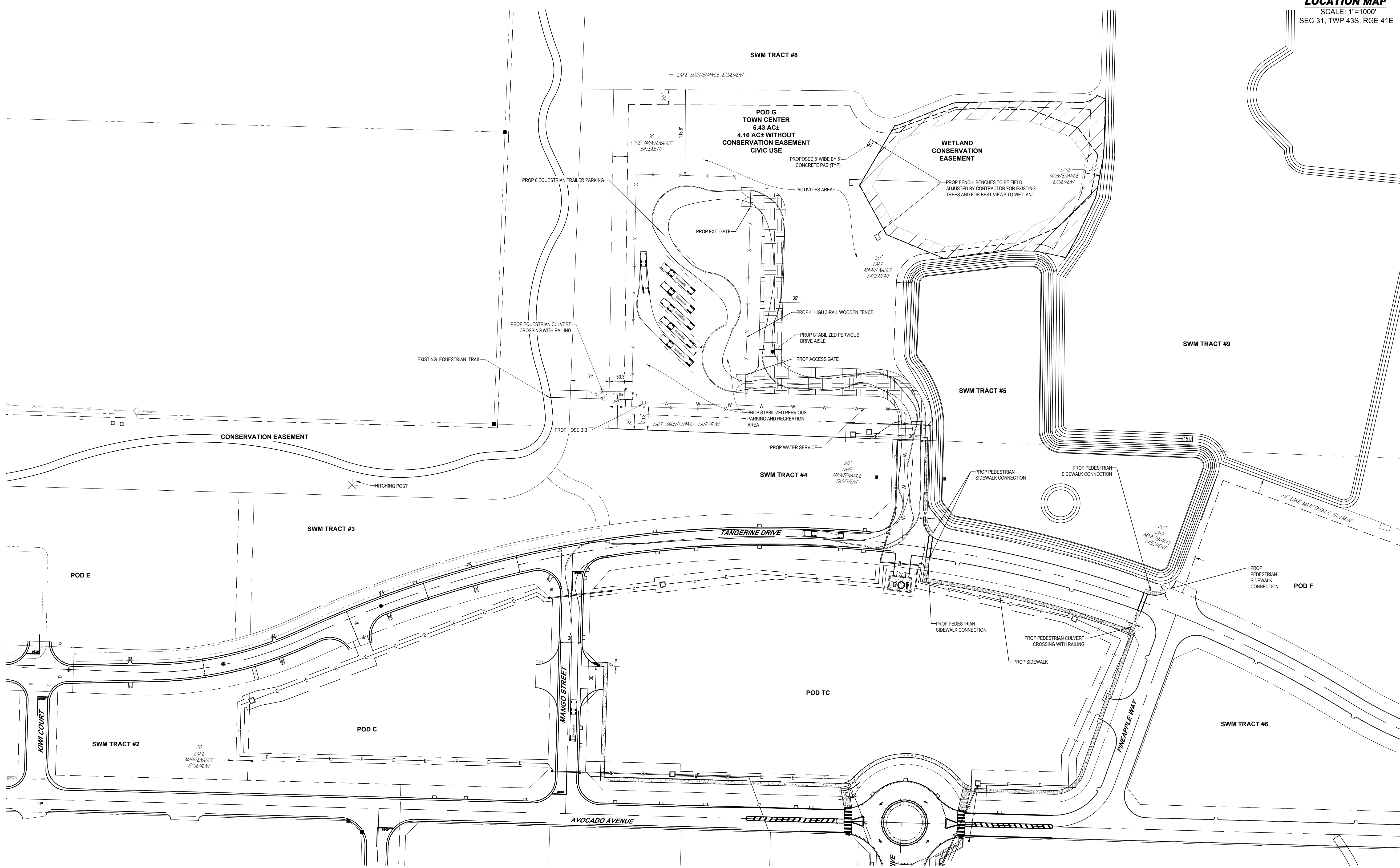
BOHLER //

1 SE 3RD AVE.
 SUITE 2700
 MIAMI, FLORIDA 33131
 Phone: (786) 681-0800
 FLORIDA BUSINESS CERT. OF AUTH. No. 50780

SHEET TITLE:
POD G TOWN COMMONS SITE PLAN

SHEET NUMBER:
EX-2

ORG. DATE - 08/06/2024

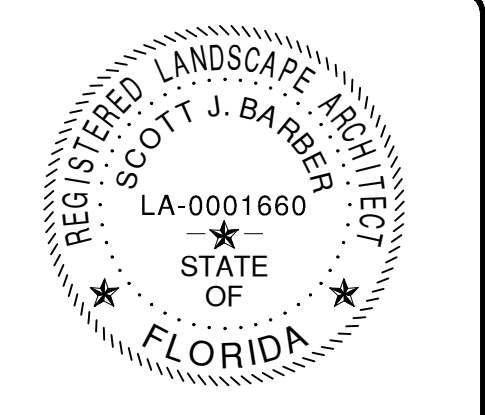


I:\2024\220010\08\CDR\1\TNS\EXHIBITS\POD G\TOWN COMMONS SITE PLAN - AVOCADO, POD G.TC



LANDSCAPE ARCHITECTURE & PLANNING
L.C.-26000593

151 WYNDCLIFF DRIVE
WELLINGTON, FL 33414
(561) 309-7263



REVISIONS

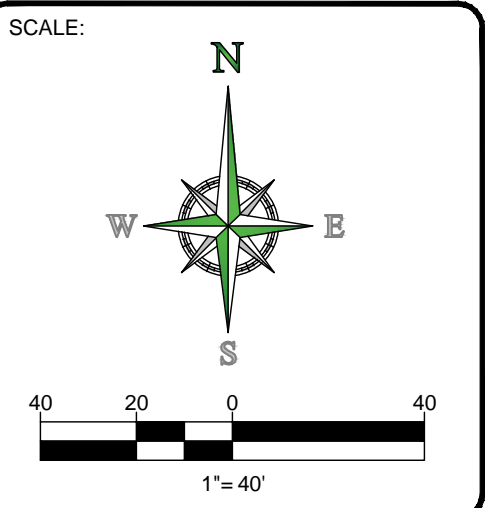
REV	DATE	COMMENT	BY
1	1/8/25	TREE DISPOSITION UPDATE	SB



NOT APPROVED FOR CONSTRUCTION

PROJECT No.: 20-010.09
DRAWN BY: SJB
CHECKED BY: SM
DATE: 3/8/24
SCALE: AS NOTED
CAD I.D.: LD_3/8/24.DWG

PROJECT:
GROVES TOWN CENTER POD 'G'
FOR
SOLAR SPORTSYSTEM, INC.
LOCATION OF SITE
NE. CORNER OF SOUTHERN BLVD. AND B' ROAD
LOXAHATCHEE GROVES
PALM BEACH COUNTY



SHEET TITLE:
POD 'G' LANDSCAPE PLAN
SHEET NUMBER:
LP-1

GENERAL LANDSCAPE NOTES:

- THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTENANCE OF THE COMMON AREA LANDSCAPE TRACTS. FUTURE LANDSCAPE WITHIN THE PARCEL WILL BE MAINTAINED BY THE OWNER OR LESSEE.
- ALL UNPAVED DISTURBED SURFACES SHALL BE GRADED AND SODDED WITH ARGENTINE BAHIA GRASS. GRASS AREAS SHALL BE WATERED UNTIL ESTABLISHED, AND RE-SEEDED OR SODDED IF NECESSARY TO OBTAIN A HEALTHY STAND OF GRASS PRIOR TO FINAL ACCEPTANCE. THE BANKS OF DRY RETENTION AREAS SHALL BE SODDED WITHIN THE SITE LIMITS AND ANY DAMAGED SOD AREAS OUTSIDE OF THE PROJECT LIMITS WITH ARGENTINE BAHIA GRASS.
- ALL TREES WILL BE MULCHED WITH A 4" DIAMETER x 3" LAYER OF SHREDDED HARDWOOD.
- NO REFERENCE TO ENGINEERING SHOULD BE MADE FROM THIS SHEET. SHEET(S) ARE FOR LANDSCAPE REFERENCE ONLY.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN SPECIFICATIONS. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL BY THE OWNER'S REP.
- THE LANDSCAPE PLANTINGS SHALL BE INSTALLED IN COMPLIANCE WITH EXISTING CODES AND APPLICABLE DEED RESTRICTIONS OR REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MATERIALS AND QUANTITIES PRIOR TO BIDDING, AND NOTIFY OWNER'S REP OF ANY PLAN DISCREPANCIES PRIOR TO CONSTRUCTION. RESOLUTION OF DISCREPANCIES FOUND DURING CONSTRUCTION SHALL BE IN FAVOR OF THE OWNER.
- ANY DEVIATION FROM PLANT QUANTITY, SIZE OR GRADE MAY JEOPARDIZE THE CERTIFICATE OF OCCUPANCY.
- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DIMENSIONS ARE MINIMUMS ONLY. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. OWNER'S REP SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.
- CONTRACTOR TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA, INC AT 800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.
- THE HEALTHY, NEAT, AND ORDERLY APPEARANCE OF ALL REQUIRED LANDSCAPING MATERIALS IS THE CONTINUAL RESPONSIBILITY OF THE PROPERTY OWNER AFTER FINAL ACCEPTANCE.

PLANT SCHEDULE:

SYMBOL	QTY.	SCIENTIFIC NAME	COMMON NAME	SPECIFICATIONS (MINIMUMS)
TREE CREDITS PLANTED				
MITIGATION	QV	29	Quercus virginiana	Southern Live Oak 16' Ht, 4"-6" DBH
MITIGATION	PE	15	Pinus elliottii var. densa	Densa Slash Pine 16' Ht, 4"-6" DBH
MITIGATION	TD	6	Taxodium distichum	Bald Cypress 16' Ht, 4"-6" DBH
SOD				
*	**		Argentine Bahia	Sod - Tight Joints, Clean Cut In

* SEE GENERAL LANDSCAPE NOTE 2
** CONTRACTOR TO VERIFY BEFORE BIDDING

IRRIGATION PERFORMANCE NOTES:

- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING WATER AND HAND WATERING TREES BASED ON THE FOLLOWING SCHEDULE:
MONTH 1 - WATER DAILY WITH 3 GALLONS PER INCH CALIPER
MONTH 2 THRU 4 - WATER EVERY OTHER DAY WITH 3 GALLONS PER INCH CALIPER
MONTH 5 THRU 7 - WATER ONCE A WEEK WITH 3 GALLONS PER INCH CALIPER

LANDSCAPE AND ROOT BARRIER NOTES:

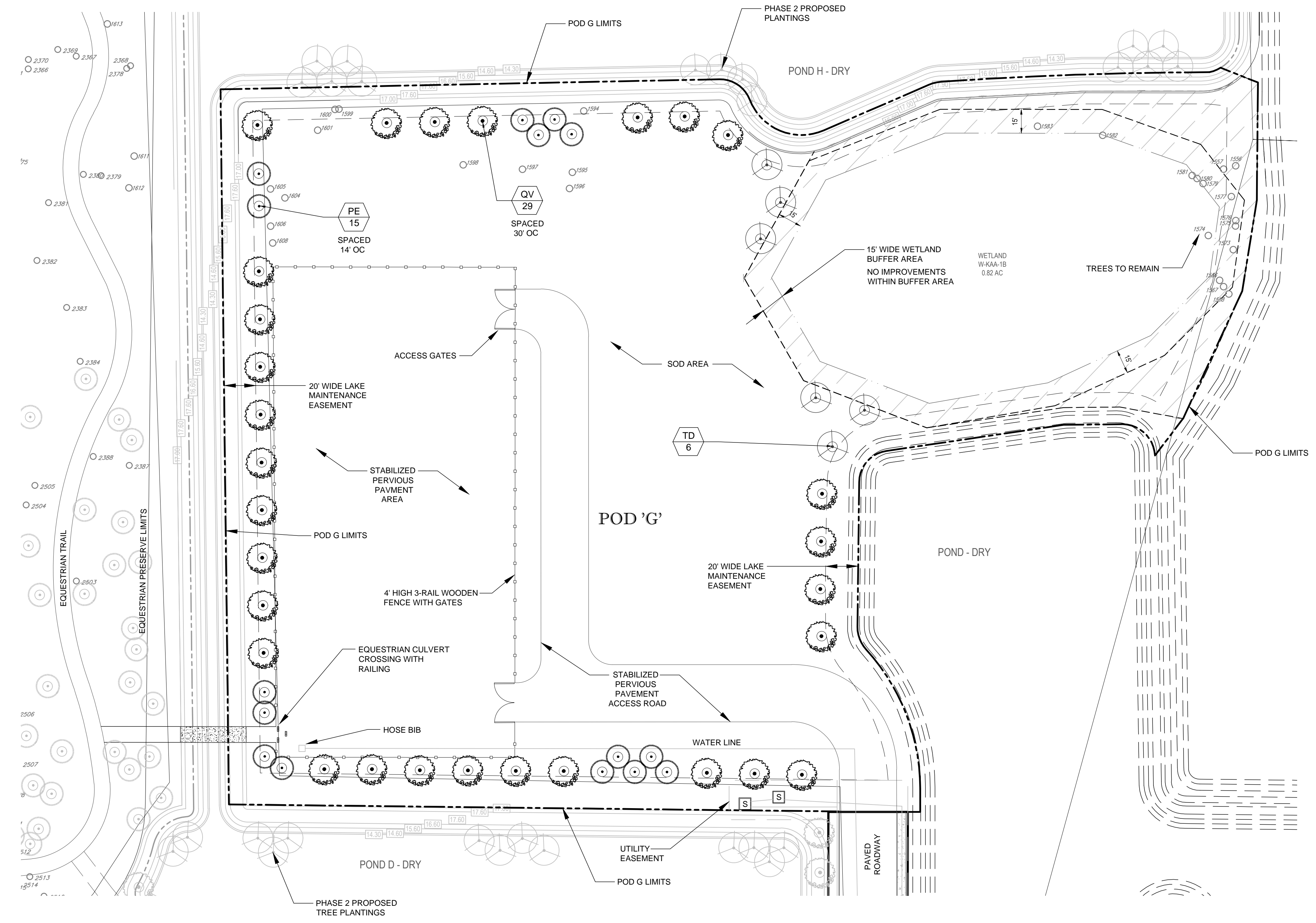
- TREE LOCATION AND SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THIS PLAN ATTEMPT TO ACCOMPLISH SPACING REQUIREMENTS WHILE MAINTAINING THE REQUIRED SETBACKS FROM PUBLIC UTILITIES. IN ANY CASE THE TREES SHALL BE PLANTED IN ACCORDANCE WITH THE PLANT DETAILS SHOW HEREIN.
- TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY PAVING OR PUBLIC WATER, SEWER MAIN SERVICE, OR LIFT STATIONS. IF A TEN FOOT (10') CLEARANCE CANNOT BE ACHIEVED, SPACING CAN BE REDUCED TO SEVEN FOOT (7') IF INSTALLED WITH A 24" DEEP CONTINUOUS APPROVED ROOT BARRIER SYSTEM. HOWEVER, IN NO CASE SHALL A TREE ENCR OACH INTO AN EASEMENT WITHOUT PRIOR APPROVAL, AND ONLY SOD CAN BE INSTALLED WITHIN 7.5 FEET OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL.

LEGEND:

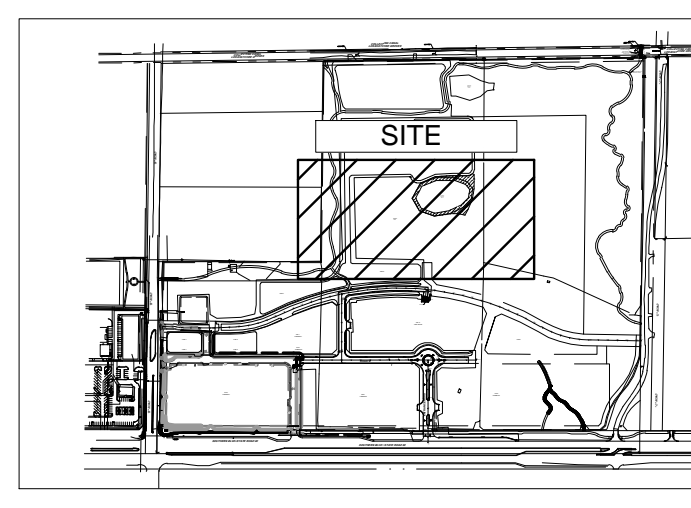
- EXISTING TREE OR PALM TO REMAIN
- FPL SWITCH BOX

UTILITY EQUIPMENT NOTE:

- SEE CIVIL DRAWINGS FOR FENCING, SWITCH BOX, AND HOSE BIB DETAILS.

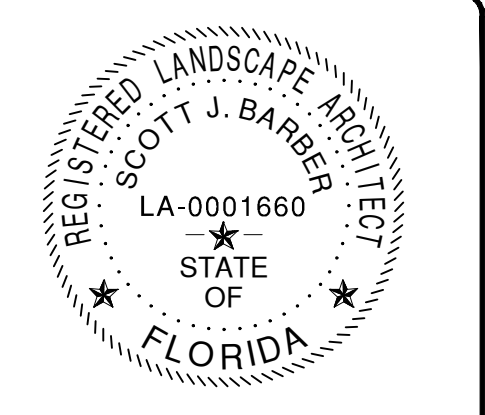


KEY MAP:





LANDSCAPE ARCHITECTURE & PLANNING
L.C. 26000593
1551 WYNDCLIFF DRIVE
WELLINGTON, FL 33414
(561) 309-7263

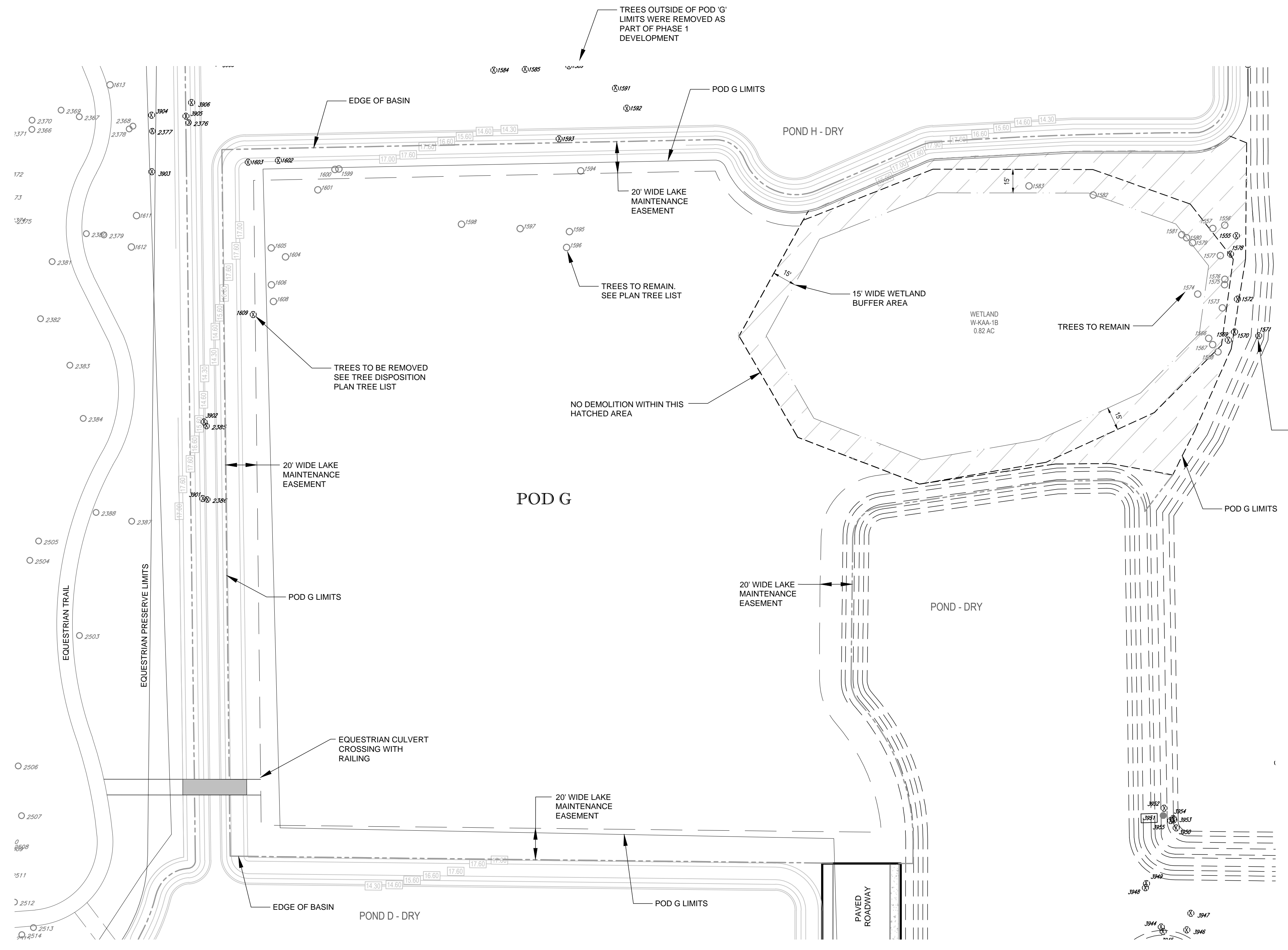


LEGEND:

- EXISTING TREE OR PALM TO REMAIN
- ⊗ EXISTING TREE OR PALM TO REMOVE (4" DBH AND GREATER)

TREE DISPOSITION NOTES:

- NO TREES WILL BE REMOVED IN POD 'G'
- ALL TREES WITHIN THE WETLAND BUFFER AREA WILL BE PRESERVED. NO VEGETATION DEMOLITION WILL OCCUR WITHIN THE WETLAND BUFFER AREA.
- SEE POD 'G' LANDSCAPE PLANS FOR PHASE 2 MITIGATION TREE INSTALLATION LOCATIONS.



REVISIONS

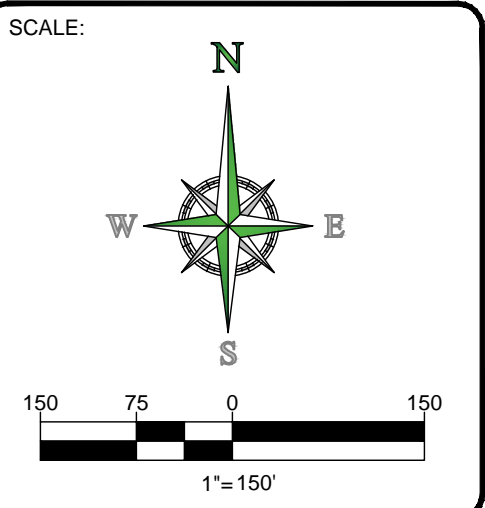
REV	DATE	COMMENT	BY
1	1/6/25	TREE DISPOSITION UPDATE	SB



NOT APPROVED FOR CONSTRUCTION

PROJECT No.: 20-010.08
 DRAWN BY: SJB
 CHECKED BY: SM
 DATE: 3/8/24
 SCALE: AS NOTED
 CAD I.D.: TD_3/8/24.DWG

PROJECT:
GROVES TOWN CENTER MASTER INFRASTRUCTURE
 FOR
SOLAR SPORTSYSTEM, INC.
 LOCATION OF SITE
 NE CORNER OF SOUTHERN BLVD. AND B' ROAD
 LOXAHATCHEE GROVES
 PALM BEACH COUNTY



SHEET TITLE:
POD 'G' TREE DISPOSITION PLAN

SHEET NUMBER:
TD-1

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.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3RD DAY OF DECEMBER, 2025.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 2nd DAY OF FEBRUARY, 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

EXHIBIT A TO ORDINANCE 2024-09
LOCATION MAP

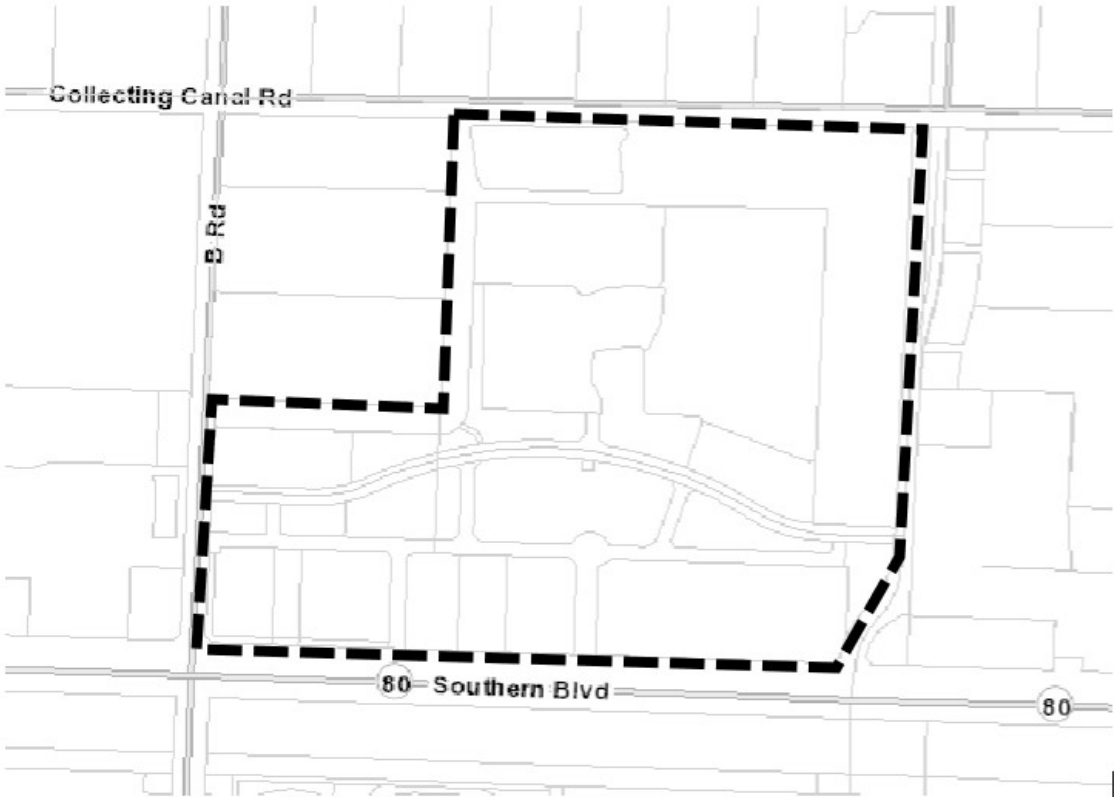


EXHIBIT B TO ORDINANCE 2024-09
PROPOSED TEXT AMENDMENT

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 81 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. 2024-10

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

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

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

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

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

WHEREAS, on January 7, 2020, the Town adopted Ordinance 2019-08 which amended the Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation on the property previously granted by Ordinance 2018-08; and

WHEREAS, on February 4, 2025, the Town Council adopted Ordinance 2024-09 approving a comprehensive plan text amendment revising Special Policy 1.15.2, with respect to allowed land uses on the property; and

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

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

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

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

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

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

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance.

Section 2. The Town Council has considered the Staff Report dated January 22, 2025 and the Town PZB and Town staff recommendations and makes the following findings of fact:

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

2. To ensure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of the PUD Amendment petition, certain conditions of approval are necessary as listed in Exhibit "B.2", attached hereto, in addition to the conditions of approval stated in the staff report dated January 22, 2025 and incorporated by reference herein.

Section 3. The PUD Amendment of the Groves at Town Center MLU/PUD pertaining to the property located at the northeast corner of Southern Boulevard, and "B" Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described, and as designated on the map, in Exhibit "A", attached hereto, is hereby approved subject to the Conceptual Master Plan in Exhibit "B.1", Conditions of Approval in Exhibit "B.2", attached hereto, and Conditions of Approval included in the staff report dated January 22, 2025.

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

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 7th DAY OF JANUARY, 2025.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 4th DAY OF FEBRUARY, 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST: _____ *Voted:*
Mayor Anita Kane, Seat 3

Town Clerk _____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM: _____ *Voted:*
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney _____ *Voted:*
Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4

EXHIBIT A.1 LEGAL DESCRIPTION:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

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

AND

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

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

EXHIBIT A.2

LOCATION MAP

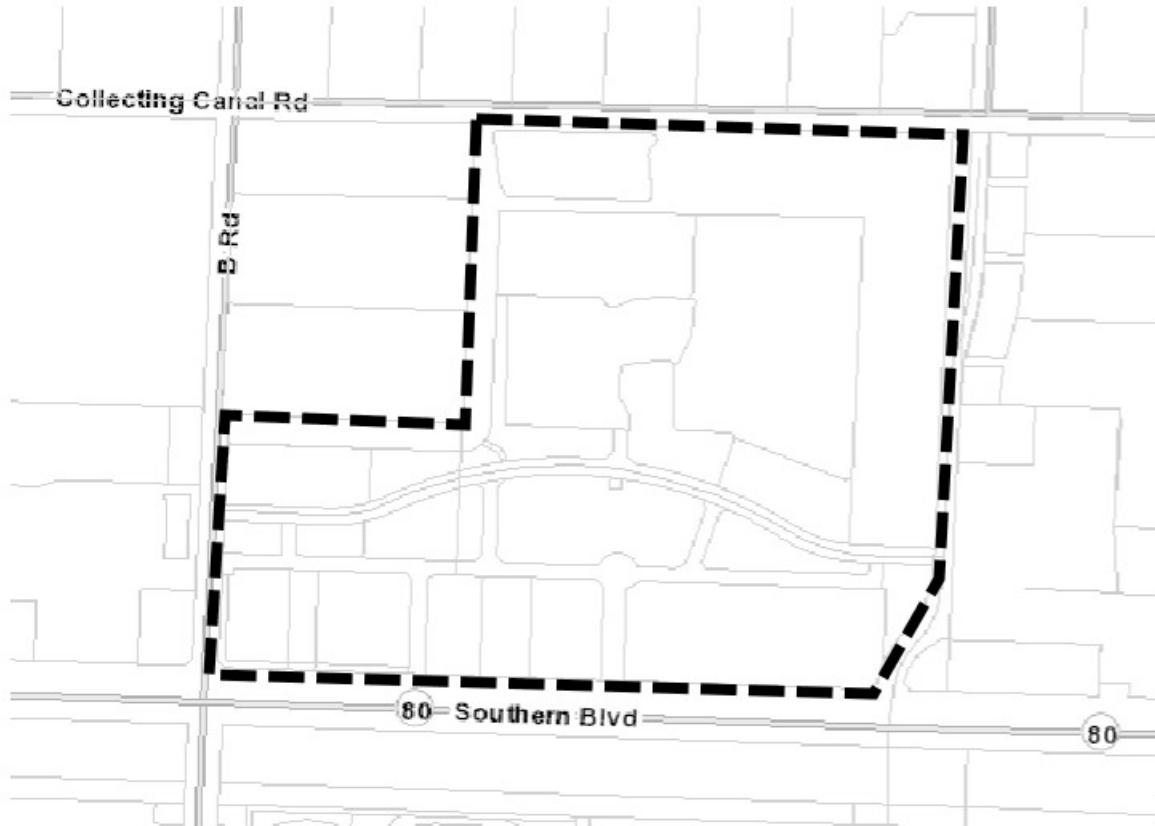
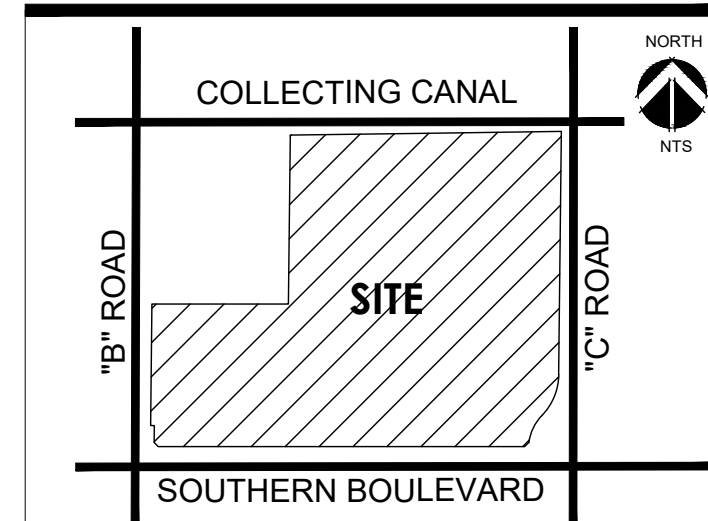


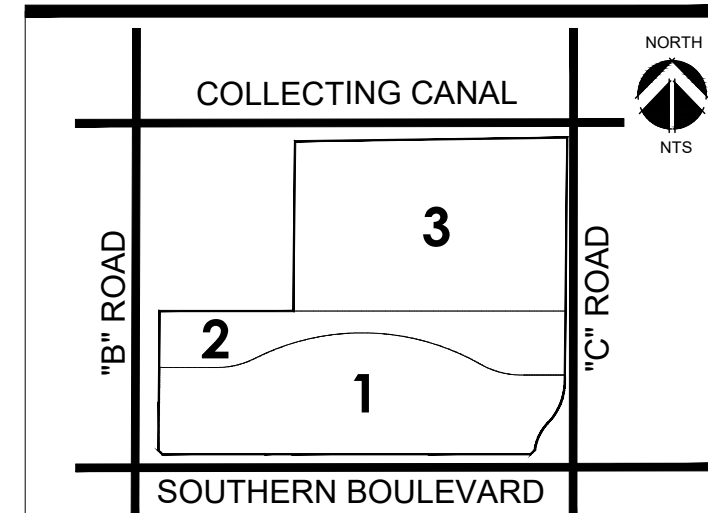
EXHIBIT B.1
REVISED, CONCEPTUAL MASTER PLAN



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 AREAS ARE APPROXIMATE AND SUBJECT TO FINAL LEGAL DESCRIPTION AND PLATTING. ACCESS LOCATIONS TO PODS AND ROADWAY DESIGN ARE CONCEPTUAL AND SUBJECT TO BEING ADJUSTED AT TIME OF FINAL DESIGN AND PERMITTING.
- 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 THE PARCEL 2 MAXIMUM ALLOWABLE DEVELOPMENT.

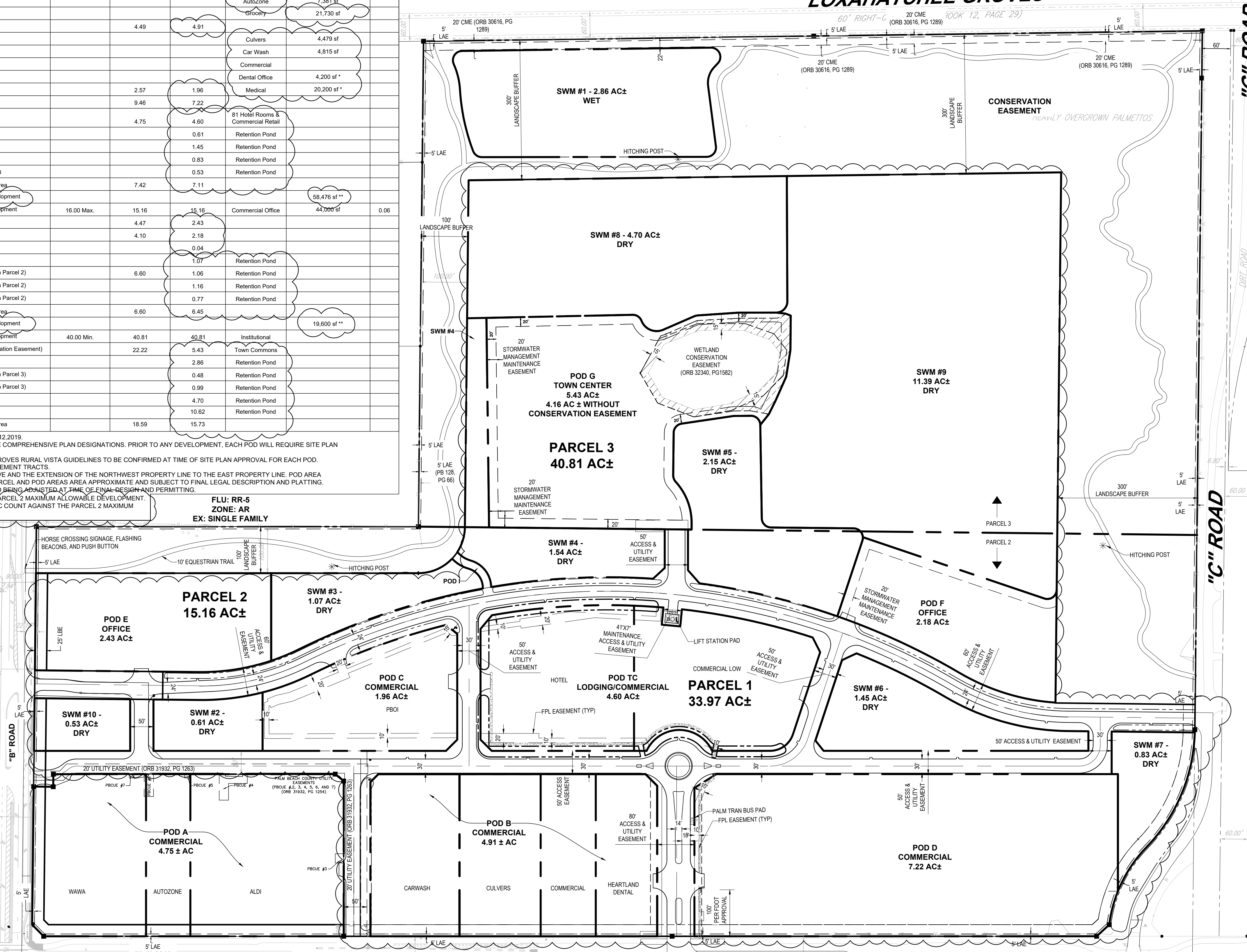
Site Data	SITE AREA (Ac)			DEVELOPMENT		
	Comp Plan Policy 1.15.2(1)	Approved Master Plan	Proposed Master Plan	Use	Max. Development	FAR
Gross Site Area	90.34	89.95	89.95			
ROW Dedication	0	0.383	0			
Net Site Area	90.34	89.95	89.95			
Parcel 1	34.34 Max.	33.97	33.97	Commercial Retail	103,000 sf & 81 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	81 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				Retention Pond		
SWM #4 (portion in Parcel 2)		6.60	1.07	Retention Pond		
SWM #5 (portion in Parcel 2)			1.06	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	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



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

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

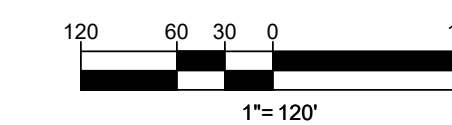
FLU: RR-5
ZONE: AR
EX: SINGLE-FAMILY

FLU: COMMERCIAL LOW
ZONE: CL/PUD
EX: COMMERCIAL

SOUTHERN BLVD./STATE ROAD 80

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
MAP SECTION 93120-2538 (DATED 7/29/86) (ROAD PLAT
BOOK 2, PAGE 11) (DEED BOOK 1005, PAGE 577) (D.P.B.
546.3, PAGE 1126)

WELLINGTON
FLU: RESIDENTIAL C & INSTITUTIONAL
ZONE: AR
EX: SCHOOL, SINGLE-FAMILY



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

REVISIONS

REV	DATE	COMMENT	SWM BY

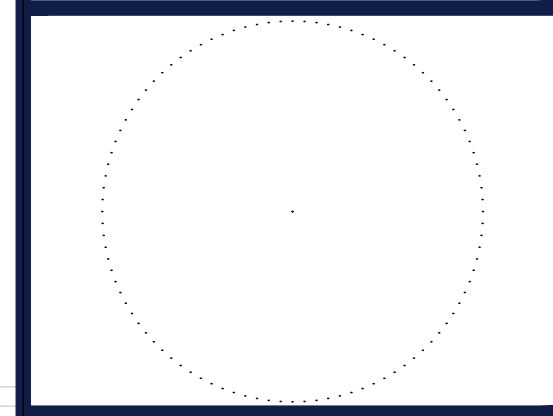
Sunshine 811
ALWAYS CALL 811
It's fast. It's free. It's the law.

SITE PLAN AMENDMENT

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

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. 30780



MASTER SITE PLAN

SHEET NUMBER:
EX-1
ORG. DATE - 10/12/2023

EXHIBIT B.2

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

ORDINANCE NO. 202_ - __

GROVES TOWN CENTER
CONDITIONS OF APPROVAL

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

A. GENERAL

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

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

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

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

B. LAND USE AND SITE PLANNING

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

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - _

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 202_ - __

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

C. ENGINEERING

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

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

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

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

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

ORDINANCE NO. 202_ - __

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 202_ - __

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

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

D. LAND CLEARING AND LANDSCAPING

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

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

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

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

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

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

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

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

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

ORDINANCE NO. 202_ - __

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

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

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

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

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

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

F. ARCHITECTURAL

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

~~G. SIGNAGE~~

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

H. PUD WAIVERS

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

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

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ _

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.

3. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the hotel property in the TC Pod to have parking spaces that are 9' wide and 19' long.

4. Relief from ULDC Section 30-035 *Maximum plot size*. To allow the Institutional use of the Town Commons on Pod G to be over the five-acre maximum plot size.

RESOLUTION NO. 2025-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN APPLICATION TO ACCOMMODATE A THREE (3) STORY, 81-ROOM HOTEL ON POD TC OF THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 2.2 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a Site Plan Application has been submitted to the Town of Loxahatchee Groves (the “Town”) by Groves Hospitality, LLC and Solar Sportsystems, Inc. (the “Applicant”) seeking site plan approval to develop a three (3) story, 81-room hotel (the “Development”) on portions of Pod TC within the approved Groves at Town Center Planned Unit Development; and

WHEREAS, the site for the Development is within the approved Groves at Town Center property, generally located at the northeast corner of Southern Boulevard and B Road (Exhibit A); and

WHEREAS, the hotel use is intended to replace a previously approved 128-bed assisted living facility use; and

WHEREAS, the Applicant notes a growing demand for hotel use in the general vicinity of the subject site; and

WHEREAS, the Town has previously discussed the change in use from assisted living to a hotel use; and

WHEREAS, in an effort to reduce the impact of building height on properties to the north, the applicant concurrently requests approval to locate the Development in Pod TC and to relocate the Town Commons park area on Pod G (former site of approved assisted living use); and

WHEREAS, the Applicant has made revisions to the site plan and architectural plans to address concerns including overall building height (Exhibit B); and

WHEREAS, the Applicant requests approval of two waivers, as permitted by Sec. 41-020(E)_to reduce the size of a portion of the provided parking stalls from the standards identified in Section 95-025 of the Unified Land Development to be nine (9) feet by nineteen (19) feet, and to allow for security level lighting from dusk to dawn rather than extinguishing after 11:00 PM as required by Sec. 50-030 of the Unified Land Development Code;

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans, including site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on August 29, 2024 recommended denial of the Site Plan Application; and

WHEREAS, the aforementioned Site Plan Application was presented to the Town Council at a quasi-judicial public hearing conducted on February 4, 2025; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of Town staff and Town P&Z Board.

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 Site Plan Application is hereby approved, subject to compliance with all of the following conditions to be satisfied by the Applicant:

- A. Prior to issuance of a vegetation removal permit, the applicant shall coordinate with the Town's arborist to determine the health of the existing oak hammock, generally located at the northwest corner of the subject site. If deemed to be viable for relocation by the Town's arborist, the applicant shall act in good faith to relocate identified oak trees to Pod G within the Groves at Town Center master planned site. If the Town arborist identifies oaks within the hammock that are not viable for relocation, the applicant shall revise the landscape plan for the park (Pod G) to provide additional oak trees at an inch-per-inch rate for any demolished oak trees within the hammock on Pod TC. If sufficient room is not available within the park for relocation, other sites within the master planned area may be utilized for planting. The relocation and/or replacement of trees shall occur prior to issuance of a building permit for the hotel.
- B. Prior to any land clearing activities, the property owner shall comply with the permit approval requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87). Compliance with this condition requires an initial application and approval of a Vegetation Removal Permit (VRP) including a tree removal mitigation plan consisting of the following components: mitigation requirements; mitigation plant cost estimate; mitigation plan description; landscape plan (if a component of the mitigation plan); description of the planting and maintenance schedule; and projected date of completion of the mitigation

plan. The approved landscape plan may be amended administratively in order to comply with the approved VRP.

- C. The Town shall inspect all landscaping on a periodic basis to ensure that it is being properly maintained and is growing in at a normal rate. The Town may require the Owner to add additional landscaping material if planted material is not growing at a normal rate as would be expected based upon the professional judgement of the Town arborist or landscape consultant retained by the Town.
- D. Prior to issuance of a land development permit, the applicant shall address the following conditions of approval:
1. **CIVIL PLANS: 8 sheets, revised 4-15-24, signed and sealed 10-1-24, by EA3 Civil Engineering, Inc.**
 - i. Update exfiltration calculations per the revised length.
 - ii. Clearly label all swales.
 - iii. Provide control structure detail.
 2. **DRAINAGE CALCULATIONS: 35 sheets, dated September 2024, by EA3 Civil Engineering, Inc.**
 - i. Update exfiltration calculations per the revised length.
 - ii. Include all swales from the Sheet C200 in the proposed stage storage table.
 - iii. Cascade structure information does not appear to match Sheet C200.
 3. **OTHER:**
 - i. Provide permits from applicable agencies including, but not limited to, SFWMD, PBCWUD, Palm Beach Fire Rescue, etc.
 - ii. Additional comments may be provided during Site Development review.
- E. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the subject applications prior to issuance of any building permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
- F. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

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 the effective date of Ordinance 2024-09.

Council Member _____ offered the foregoing Resolution.
Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF FEBRUARY 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

**EXHIBIT A –
LEGAL DESCRIPTION AND LOCATION MAP**

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

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

AND

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

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP,

33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A -
LEGAL DESCRIPTION AND LOCATION MAP**

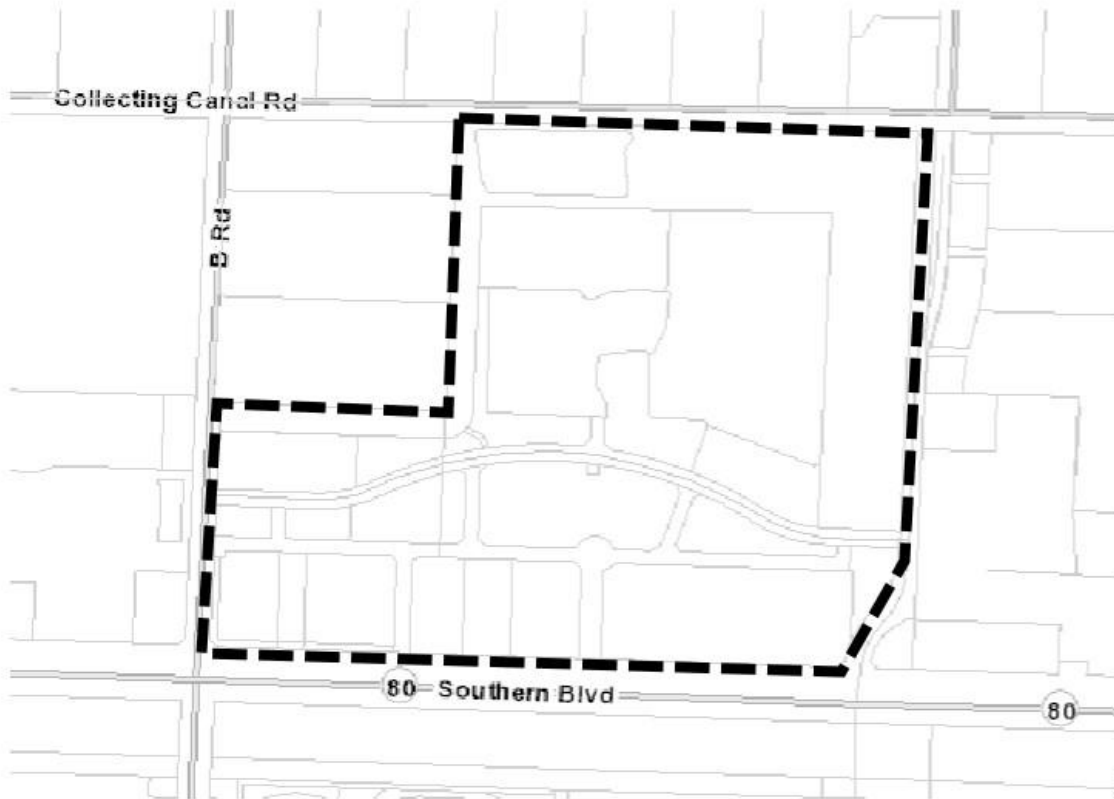


EXHIBIT B – SITE PLAN

Date: 10/12/2023
 Drawn: GFW
 AEC LISC. Reg.
 #AEC009531

Revisions:
 1 10/24 revised paving
 2 10/24 revised parking
 3 10/24 revised site
 4 10/24 revised site
 5 10/24 revised site
 6 10/24 revised site
 7 10/24 revised site
 8 10/24 revised site
 9 10/24 revised site
 10 10/24 revised site
 11 10/24 revised site
 12 10/24 revised site

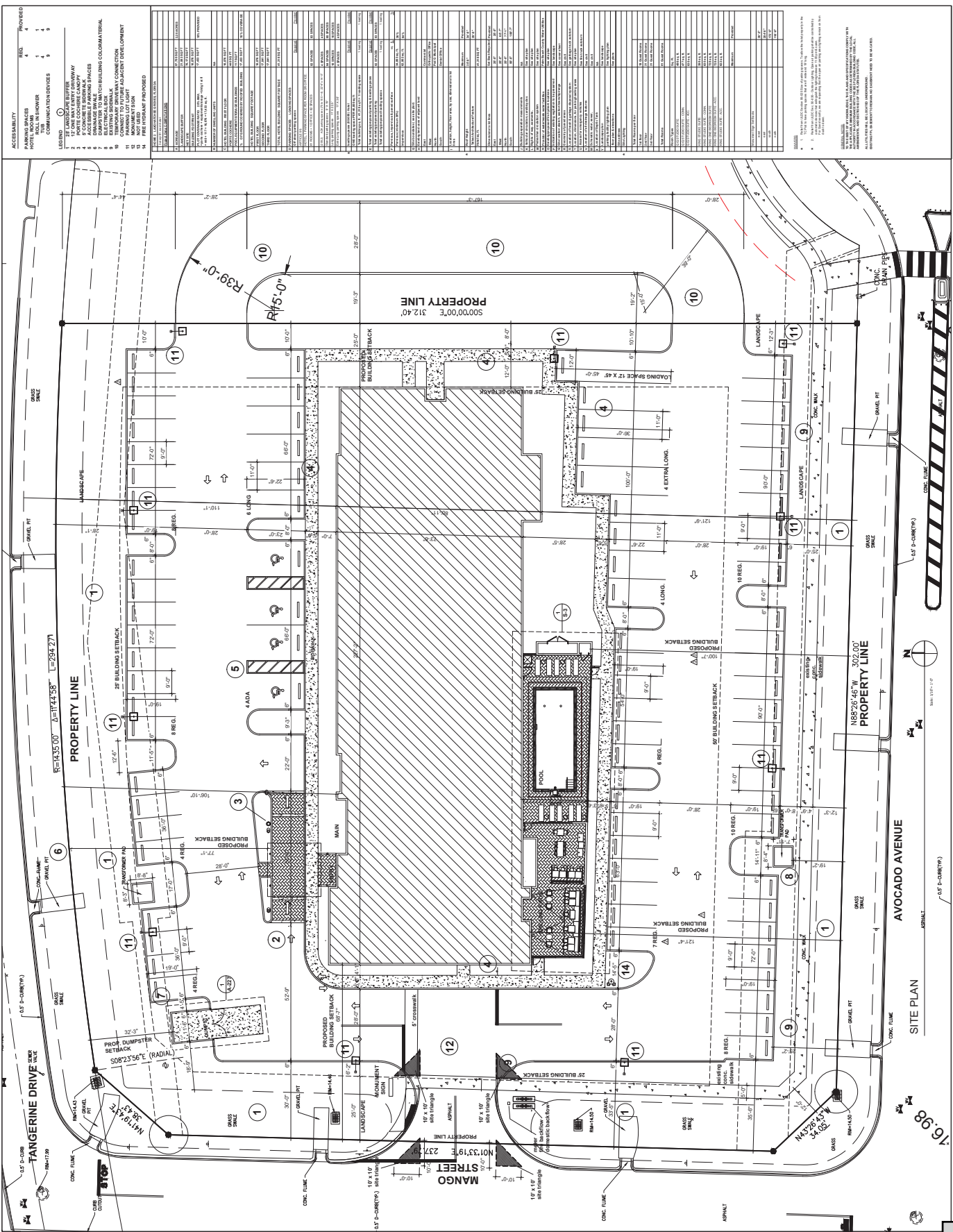


George White
 LOXAHATCHEE GROVES, FLORIDA
 ARCHITECT
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-289-6754



SITE PLAN

Item 5.
 S-2



RESOLUTION NO. 2025-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN APPLICATION TO ACCOMMODATE A PLANNED OPEN SPACE WITHIN POD G OF THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 5.5 ACES OF LAND, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a Site Plan Application has been submitted to the Town of Loxahatchee Groves (the “Town”) by Solar Sportsystems, Inc. (the “Applicant”) seeking site plan approval to develop a public park (the “Development”) on portions of Pod G within the approved Groves at Town Center Planned Unit Development; and

WHEREAS, the site for the Development is within the approved Groves at Town Center property, generally located at the northeast corner of Southern Boulevard and B Road (Exhibit A); and

WHEREAS, in an effort to reduce the impact of building height on properties to the north, the applicant concurrently requests approval to relocate the Town Commons Park area on Pod G (former site of approved assisted living use); and

WHEREAS, the alternate proposed location is integrated with adjacent, existing horse trails and creates a buffer to development to the south; and

WHEREAS, the public park will be for use by the Town at its discretion and available for special events; and

WHEREAS, the public park measures approximately 5.43 acres inclusive of a 1.27 acre wetland that will be incorporated into the design (Exhibit B); and

WHEREAS, the Applicant is requesting a waiver from Section 30-035 of the Unified Land Development Code, as permitted by Sec. 41-020(E), to increase the maximum plot size beyond five (5) acres, consistent with the approved master plan; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans, including site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town

of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on August 29, 2024 recommended denial of the Site Plan Application; and

WHEREAS, the aforementioned Site Plan Application was presented to the Town Council at a quasi-judicial public hearing conducted on February 4, 2025; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board.

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 Site Plan Application is hereby approved, subject to compliance with all of the following conditions to be satisfied by the Applicant:

- A. Prior to any land clearing activities, the property owner shall comply with the permit approval requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87). Compliance with this condition requires an initial application and approval of a Vegetation Removal Permit (VRP) including a tree removal mitigation plan consisting of the following components: mitigation requirements; mitigation plant cost estimate; mitigation plan description; landscape plan (if a component of the mitigation plan); description of the planting and maintenance schedule; and projected date of completion of the mitigation plan. The approved landscape plan may be amended administratively in order to comply with the approved VRP.
- B. The Town shall inspect all landscaping on a periodic basis to ensure that it is being properly maintained and is growing in at a normal rate. The Town may require the Owner to add additional landscaping material if planted material is not growing at a normal rate as would be expected based upon the professional judgement of the Town arborist or landscape consultant retained by the Town.
- C. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the subject applications prior to issuance of any building permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
- D. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

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 the effective date of Ordinance 2024-09.

Council Member _____ offered the foregoing Resolution.
Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF FEBRUARY 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

EXHIBIT A –

LEGAL DESCRIPTION AND LOCATION MAP

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.

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BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP,

33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A –
LEGAL DESCRIPTION AND LOCATION MAP**

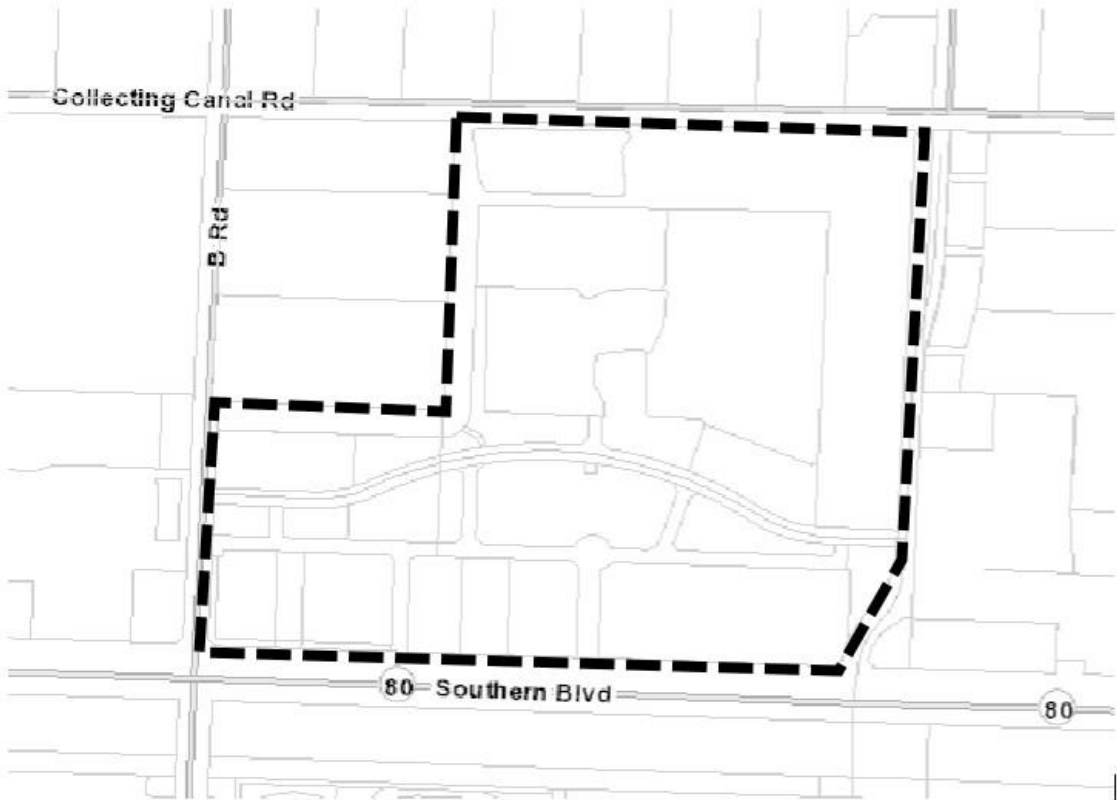
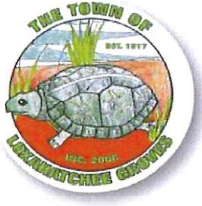


EXHIBIT B – SITE PLAN



Town of Loxahatchee Groves

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

TO: Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

FROM: Jim Fleischmann
Town Planning Consultant

RE: 15171 Williams Drive Specimen Tree Report

DATE: November 12, 2024

Oscar Robles, Owner of the property located at 15171 Williams Drive, has received approval of a Floodplain Development Application (FDA) to provide an onsite stormwater management system to accommodate a proposed single-family residential development. He has also filed a Vegetation Removal Permit (VRP) application for approval to remove specified native trees on the property to construct the retention pond required by the FDA.

Mr. Robles has worked diligently with Public Works and Planning staff to plan the required stormwater management facilities in a way to preserve native trees to the maximum extent.

The VRP application includes the proposed removal of native Specimen trees within the required stormwater management pond. The location of the stormwater management pond is illustrated on Exhibit 1.

Per ULDC Section 87-035(C) (2) (i), Specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To determine if Council approval is necessary, a native tree survey within the area of the property where the stormwater management pond is to be located was prepared by Town staff and its Arborist consultant, Ecotone Services. Per the VRP application, native trees to be removed are all located within the stormwater management pond illustrated on Exhibit 1. Each tree to be removed was individually tagged.

Native Specimen tree species to be removed include 4 Cypress with a minimum DBH of 13 inches. The following data, extracted from the survey, summarizes the trees proposed to be removed.

A. Native Specimen Trees Minimum Size (DBH) Criteria

Cypress = 13 to 17 inches

B. Location of Native Specimen Trees (Ref: Exhibit 1): Total of 4.

C. Detail of Native Specimen Trees to be Removed:

Tag Reference	Species	Diameter (DBH)
213	Cypress	14 inches
215	Cypress	13 inches
216	Cypress	17inches
217	Cypress	17 inches

Removal of all native trees, including the above list of Tag Reference Specimen trees, within the area illustrated on Exhibit 1 requires prior approval of a VRP including a mitigation plan.

Respectfully submitted,



Jim Fleischmann
Town Planning Consultant

Attachments:

1. Location of the stormwater management pond tree removal area
2. Current aerial photograph and PAPA property data

EXHIBIT 1 – LOCATION OF PROPOSED SPECIMEN TREES REMOVAL

EXHIBIT 2 – PAPA AERIAL AND PROPERTY DATA

EXHIBIT 2 – PAPA AERIAL AND PROPERTY DATA

Property Detail

Location Address : 15171 WILLIAMS DR
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-248-0030
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 34039 / 1363
Sale Date : DEC-2022
Legal Description : LOXAHATCHEE GROVES E 322.50 FT OF W 645 FT OF S 337.50 FT OF TR 48 BLK B

Owner Information

Owner(s)	Mailing Address
ROBLES OSCAR P	436 ISLAND SHORES DR WEST PALM BEACH FL 33413 2107

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2022	\$10	34039 / 01363	QUIT CLAIM	ROBLES OSCAR P
FEB-2019	\$10	30451 / 00898	QUIT CLAIM	ROBLES CONCRETE INC
JUL-2016	\$150,000	28504 / 00198	WARRANTY DEED	ROBLES OSCAR PEREZ &
MAY-1981	\$16,000	03519 / 00341	WARRANTY DEED	LOWE ROY L &
JAN-1972	\$8,500	02171 / 01373		

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 0
*Total Square Feet : 0
Acres : 2.50
Property Use Code : 0000—VACANT
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$275,000	\$250,000	\$198,375	\$156,750	\$156,750
Total Market Value	\$275,000	\$250,000	\$198,375	\$156,750	\$156,750

Assessed and Taxable Values

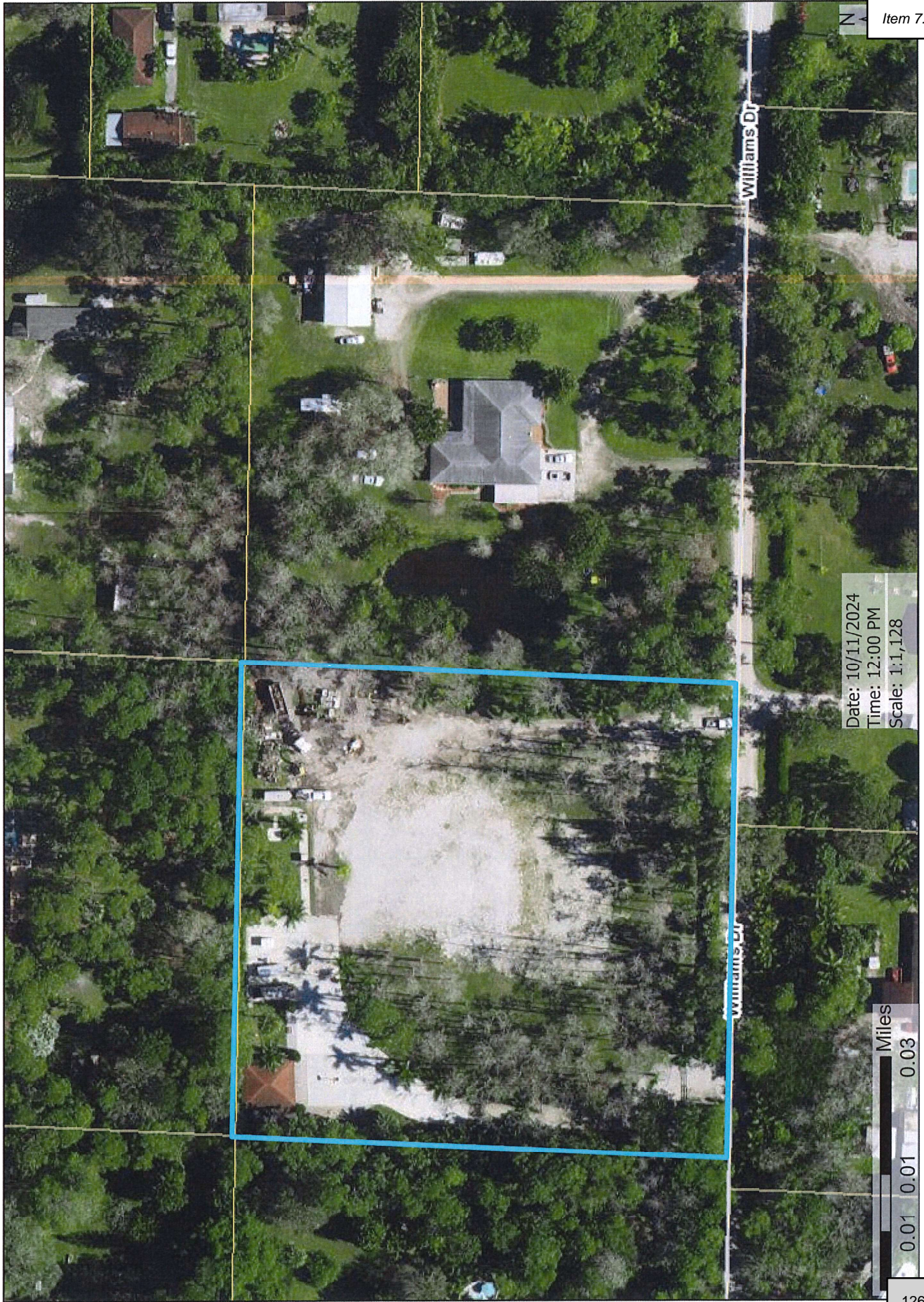
Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$275,000	\$250,000	\$172,425	\$156,750	\$156,750
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$275,000	\$250,000	\$172,425	\$156,750	\$156,750

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$5,576	\$4,855	\$3,590	\$3,193	\$3,220
NON AD VALOREM	\$950	\$900	\$900	\$950	\$839
TOTAL TAX	\$6,526	\$5,755	\$4,490	\$4,143	\$4,058

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpar.gov

15171 Williams Drive



Date: 10/11/2024
Time: 12:00 PM
Scale: 1:1,128

0.01 0.01 0.01 0.03 Miles

Item 7.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-86

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to protect the tree canopy throughout the Town; and

WHEREAS, Oscar Robles (Owner) owns property within the Town located at 15171 Williams Drive Road (Property); and

WHEREAS, the Owner desires to remove four (4) native specimen trees (Cypress) from the Property in accordance with the associated Vegetation Removal Permit Application; and

WHEREAS, the removal of the four (4) native specimen trees from the Property is in accordance with the approved Floodplain Development Application; and

WHEREAS, pursuant to Section 87-035 of the Town’s Unified Land Development Code, cutting, relocation and mitigation of specimen trees must be approved by the Town Council.

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

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

Section 2. The Town Council hereby approves removal of four (4) native specimen trees on the Property identified for removal in the associated Vegetation Removal Permit Application.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 12th DAY OF NOVEMBER 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

**15171 Willaims Drive, Loxahatchee Groves
Wetland Summary
January 2, 2025**

Several site visits were made on the project site during 2024, with the most recent being December 3, 2024 that included Jerry Renick (Ecotone Services) and Town of Loxahatchee Groves planning consultant (Jim Flesichmann). The intent of this site visit was to determine if there appeared to be any historical wetlands on the project site and to what degree if any may have been impacted (filled) without property agency authorization (Florida Department of Environmental Protection, U. S. Army Corps of Engineers).

According to the Soil Survey of Palm Beach County Area (USDA, Natural Resource Conservation Service), the underlying soils are comprised of hydric (wetland like) soils (See Exhibit A, Soil Survey). These soil types include Floridana fine sand, frequently ponded and Riviera fine sand. Much of the project site has been cleared of natural vegetation, and the dominant remaining tree canopy cover is comprised of mature pond cypress trees. A rather dense stand of these cypress trees exist on the southern section of the project site, and is the location of a proposed stormwater pond. It appears that a significant amount of offsite fill material was been onsite including around many of these existing cypress trees. According to the review of historical aerial imagery (Google Earth®), much of the previously existing tree canopy (pond cypress, slash pine) was removed between 2017 and 2022 (estimate). One of the adjoining properties located at the northeast corner of the project site also has some remnant mature pond cypress trees (southwest corner of adjacent property) and the existing soil conditions appear to be more natural and contain hydric characteristics.

Written correspondence provided by the property owner demonstrates that the FDEP performed a site visit as part of a complaint investigation (See Exhibit B, FDEP Memo to File) on November 12, 2021 and May 5, 2022. As a result of these site visits and review of an existing South Florida Water Management District (SFWMD) permit (50-01682-S), FDEP concluded the following:

- FDEP did not have State 404 jurisdiction over this project site as delegated by U. S. Army Corps of Engineers;
- SFWMD permit 50-01682-S authorized any wetland impacts according to state jurisdiction;
- As a result of these findings, no further action is required for this project site.

Ecotone Services biologist reached out to current FDEP staff via email, and this final agency action (No Further Action) was confirmed for this project site (See attached Exhibit D).

Please let me know if you have any questions.

Sincerely,
ECOTONE SERVICES, INC.



Jerry Renick, MS, CEP
ISA Certified Arborist FL-0427A



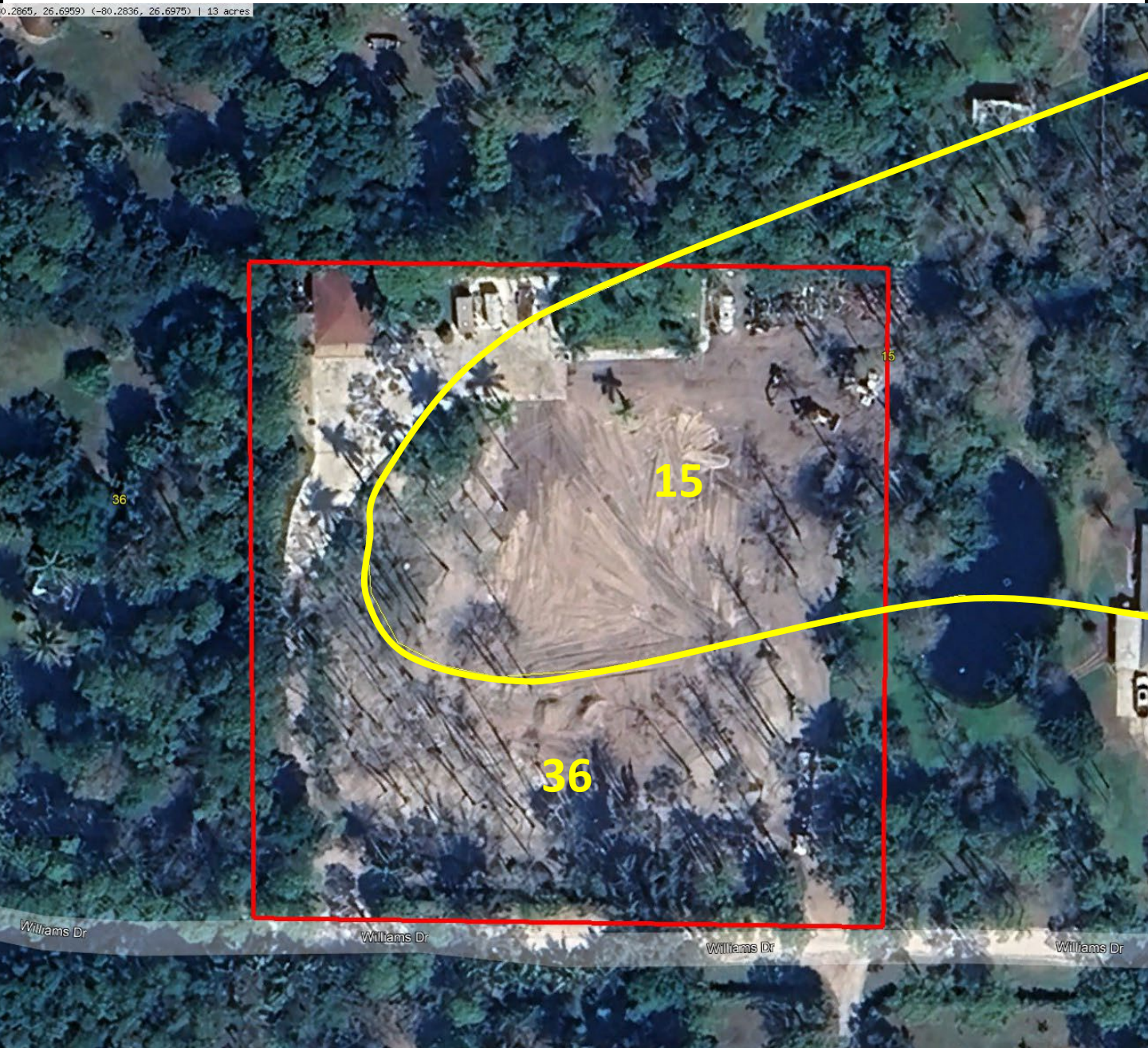
Ecotone Services, Inc. P.O. Box 556, FL 32948

www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



Item 7.

0.2865, 26.6959) (-80.2836, 26.6975) | 13 acres



15 – Floridana fine sand, frequently ponded

36 – Riviera fine sand



Ecotone Services
P.O. Box 556
Fellsemere, FL 32948
(772) 453-3339

Exhibit B

Soils Map

15171 Williams Drive
Loxahatchee Groves, Palm Beach County, Florida

Project No:

Date: 1/2/2025

Drawn by: JWR
Checked by:
Date: 1/2/2025

130

Scale: Not To Scale

Memorandum

Florida Department of Environmental Protection

Southeast DISTRICT

TO: File

THROUGH: Sirena Davila

FROM: Caleb Siggins

DATE: 9/16/2022

SUBJECT: Summary of complaint investigation at 15171 Williams Dr, Loxahatchee Groves, FL 33470 Parcel ID: 41-41-43-17-01-248-0030

The above referenced property was inspected on November 12th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP/State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredge/fill activities had occurred in wetlands/other surface waters onsite, activities are not within state assumed Waters of the United States (WOTUS), as demonstrated in the enclosed inspection report, 62-340, F.A.C. Point Description Sheet(s) and non-WOTUS documentation which was completed for the subject property. ERP wetland impacts are authorized under the Loxahatchee Groves WCD ERP permit (SFWMD permit no.: 50-01682-S).

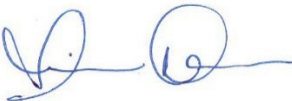
The Department's State 404 Program complaint investigation is considered closed and no further action is required.

Caleb Siggins

9/16/2022

Caleb Siggins, Environmental Specialist I
Inspector Signature

Date



9/19/2022

Sirena Davila, Assistant Director
Manager Signature

Date

Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

SITE PHOTOGRAPHS – Exhibit C



South view across property that demonstrates apparent fill around naturally existing trees



Apparent shell rock fill material t placed in center of lot and around existing trees





Cypress trees in the southwest corner of adjacent property



More natural looking soil profile near adjacent property cypress trees



Ecotone Services, Inc. P.O. Box 556 Fellsmere, FL 32948
www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com

15171 Williams Drive, Loxahatchee Groves

3 messages

Jerry Renick <ecotoneservices@gmail.com>
To: "Tracey, John" <John.Tracey@floridadep.gov>, "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>, Caleb.Siggins@floridadep.gov
Cc: Jim Fleischmann <lrnijim@bellsouth.net>

Mon, Dec 23, 2024 at 10:52 AM

Happy holidays to all of you.
Sorry about the inclusive email, but these days I am not sure who still is with FDEP today.
I am trying to get clarification on the State permit history for this property located at 15171 Williams Drive in Loxahatchee Groves.

Caleb, you did a site visit and drafted this memo regarding this property a couple of years ago. I understand the conclusion regarding the State 404 delegation at that time. However, the ERP referenced in this memo does not appear to be associated with this individual lot but more so with regards to the water control structures in the C-51 canal and this water control district. The attached permit referenced in the memo is pre-ERP, and FDEP would have regulatory authority over a 5 acre, single-family (AR zoned) property, not SFWMD.

All that being said, the Town of Loxahatchee Groves town council has requested that I help clarify if there are any potential wetland preservation or compliance related issues for this property. Clearly historical filling has occurred on the property, pond cypress trees are very evident onsite now and in aerial photo images from years past that are no longer present and the natural soils are hydric (Floridana fine sand, frequently ponded).

I would greatly appreciate any further clarification on this matter and look forward to hearing from you by phone or email is fine.

Memorandum Florida Department of Environmental Protection

Southeast DISTRICT

TO: File
THROUGH: Sirena Davila
FROM: Caleb Siggins
DATE: 9/16/2022

SUBJECT: Summary of complaint investigation at 15171 Williams Dr, Loxahatchee Groves, FL 33470 Parcel ID: 41-41-43-17-01-248-0030

The above referenced property was inspected on November 12th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP/State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredge/fill activities had occurred in wetlands/other surface waters onsite, activities are not within state assumed Waters of the United States (WOTUS), as demonstrated in the enclosed inspection report, 62-340, F.A.C. Point Description Sheet(s) and non-WOTUS documentation which was completed for the subject property. ERP wetland impacts are authorized under the Loxahatchee Groves WCD ERP permit (SFWMD permit no.: 50-01682-S).

The Department's State 404 Program complaint investigation is considered closed and no further action is required.

Caleb Siggins 9/16/2022
Caleb Siggins, Environmental Specialist I Date
Inspector Signature

Sirena Davila 9/19/2022
Sirena Davila, Assistant Director Date
Manager Signature

Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A
Commercial Pesticide Applicator CM15121



Address: P.O. Box 556, Fellsmere, FL 32948
Phone: (772) 453-3339
Email: jrenick@ecotoneservices.com
Website: www.ecotoneservices.com

01048-B_PermitFileHistory_751393.pdf
951K

Tracey, John <John.Tracey@floridadep.gov>
To: Jerry Renick <ecotoneservices@gmail.com>, "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>
Cc: Jim Fleischmann <lrnijim@bellsouth.net>

Thu, Dec 26, 2024 at 12:03 PM

Good Afternoon,

Caleb no longer works with the Department.

Looking at the memo sent, no further actions are being taken by the Department on this property.

Any applicable local rules and regulation from the Town of Loxahatchee Groves would still need to be followed, however.

Please let me know if you have any questions.

Thank you,

John Tracey

Environmental Manager

Florida Department of Environmental Protection

Southeast District - West Palm Beach

3301 Gun Club Road, MSC 7210-1

West Palm Beach, FL 33406

John.Tracey@FloridaDEP.gov

Office: 561.681.6717



From: Jerry Renick <ecotoneservices@gmail.com>
Sent: Monday, December 23, 2024 10:52 AM
To: Tracey, John <John.Tracey@FloridaDEP.gov>; Rocco, Antonella <Antonella.Rocco@FloridaDEP.gov>; Caleb.Siggins@floridadep.gov
Cc: Jim Fleischmann <lmijim@bellsouth.net>
Subject: 15171 Williams Drive, Loxahatchee Groves

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Happy holidays to all of you.

Sorry about the inclusive email, but these days I am not sure who still is with FDEP today.

I am trying to get clarification on the State permit history for this property located at 15171 Williams Drive in Loxahatchee Groves.

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Florida Department of
Environmental Protection

Southeast DISTRICT

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Caleb Siggins 9/16/2022
Caleb Siggins, Environmental Specialist I Date
Inspector Signature

Sirena Davila 9/19/2022
Sirena Davila, Assistant Director Date
Manager Signature

Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A

[Redacted]

Address: P.O. Box 556, Fellsmere, FL 32948

Phone: (772) 453-3339

Email: jrenick@ecotoneservices.com

Website: www.ecotoneservices.com

 Dep Customer Survey

Jerry Renick <ecotoneservices@gmail.com>
To: "Tracey, John" <John.Tracey@floridadep.gov>
Cc: "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>, Jim Fleischmann <lrnijim@bellsouth.net>

Thu, Dec 26, 2024 at 12:24 PM

Thank you, John

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A
Commercial Pesticide Applicator CM15121



P.O. Box 556, Fellsmere, FL 32948
(772) 453-3339
jrenick@ecotoneservices.com
www.ecotoneservices.com

Licensed Real Estate Agent
SL3623153
www.currproperties.net

[Quoted text hidden]

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: February 04, 2025

SUBJECT: *Resolution No. 2025-08 – Designating the Mayor of the Town of Loxahatchee Groves as the signing designee for grant applications.*

Background:

The Town of Loxahatchee Groves actively pursues grant funding to support projects and initiatives that enhance community infrastructure, services, and programs. Submitting grant applications often requires an authorized individual to sign and execute necessary documents on behalf of the Town.

Currently, the authorization process for signing grant applications can require additional steps, potentially delaying submission and approval. Resolution 2025-08 proposes designating the Mayor as the official signing designee for all grant applications to streamline this process and improve efficiency. This designation ensures timely submissions while maintaining alignment with the Town Council's directives and priorities.

Recommendation:

Staff recommends that the Town Council approve *Resolution No. 2025-08*, designating the Mayor as the signing designee for all grant applications on behalf of the Town.

RESOLUTION NO. 2025-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR OF THE TOWN OF LOXAHATCHEE GROVES AS THE SIGNING DESIGNEE FOR ALL GRANT APPLICATIONS ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (the "Town") actively pursues grant opportunities to secure funding for projects and initiatives that benefit its residents and community; and

WHEREAS, the submission of grant applications often requires a designated individual to sign and execute the necessary documents on behalf of the Town; and

WHEREAS, to streamline the grant application process and ensure timely submission, the Town Council finds it in the best interest of the Town to designate the Mayor as the signing designee for all grant applications; and

WHEREAS, this designation will enhance the efficiency and accountability of the Town's grant application process and ensure alignment with the Town Council's directives and priorities.

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 are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. DESIGNATION OF MAYOR. The Mayor of the Town of Loxahatchee Groves is hereby designated as the signing designee for all grant applications on behalf of the Town of Loxahatchee Groves.

Section 3. AUTHORITY. The Mayor is authorized to sign, execute, and submit grant applications, as well as any associated documents or agreements and or letters of support required for grant purposes, subject to compliance with applicable Town policies and procedures.

Section 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: February 4, 2025

SUBJECT: Resolution No. 2025-09; Debris Dog Inc. Best Interest Contract

Background: The Public Works Department is interested in implementing a best interest contract with Debris Dog, Inc. Debris Dog is local to Loxahatchee Groves and provides quality work at an affordable price of \$550.00 per 50YD of debris collected. Debris Dog, Inc. is currently an approved vendor of the town and has been utilized for projects such as the tree removals on 161st Terr. N., and Hyde Park Rd.

Recommendations: Staff recommends approval of *Resolution No. 2025-09*; Debris Dog, Inc. Best Interest Contract.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-09****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH DEBRIS DOG, INC. TO PROVIDE TREE DEBRIS REMOVAL SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide vegetative waste collection and hauling services specific to tree stumps, tree trunks, and tree logs (“Tree Debris Services”) within the Town’s jurisdictional limits; and

WHEREAS, Debris Dog, Inc. (“Contractor”) provides such goods and services at competitive prices; and

WHEREAS, the Contractor warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the Town has a separate, exclusive, agreement for the provision of solid waste and recycling collection services that includes collection of vegetative matter resulting from yard and landscaping maintenance, including tree branches, and specifically excludes Tree Debris Services; and

WHEREAS, the Town obtained quotes for similar services from other contractors, and the Contractor provided the most competitive rates and is a local contractor; and

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that the sealed competitive method or obtaining quotes for this service is not in the best interest of the Town; and

WHEREAS, the Town has determined that awarding the contract to the Contractor, as detailed in Exhibit “A” to this Resolution, serves a valid public purpose.

Resolution No. 2025-09

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 hereby approves the agreement between the Town and Debris Dog, Inc. for the collection and hauling of tree debris as described in Exhibit “A” to this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF FEBRUARY 2025.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST: _____ *Voted:*
Mayor Anita Kane, Seat 3

Town Clerk _____ *Voted:*
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM: _____ *Voted:*
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney _____ *Voted:*
Councilmember Laura Danowski, Seat 2

Voted:

Councilmember Robert Shorr, Seat 4

AGREEMENT FOR GOODS AND SERVICES

THIS AGREEMENT is made this _____ day of _____, 2025 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the “TOWN,” with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Debris Dog, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the “CONTRACTOR,” with a mailing address of 16061 East Cheltenham Drive, Loxahatchee, Florida 33470.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide vegetative waste collection and hauling services specific to tree stumps, tree trunks, and tree logs, (“Tree Debris Services”) within the TOWN’s jurisdictional limits; and

WHEREAS, CONTRACTOR provides such goods and service at competitive prices; and

WHEREAS, the CONTRACTOR warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the TOWN has a separate, exclusive, agreement for the provision of solid waste and recycling collection services that includes collection of vegetative matter resulting from yard and landscaping maintenance, including tree branches, and specifically excludes Tree Debris Services; and

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the TOWN hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is to provide Tree Debris Services to the TOWN.

1.2 This Agreement does not guarantee that the TOWN will utilize CONTRACTOR in any capacity or for any goods or services identified herein. When the TOWN identifies a need for goods or services from CONTRACTOR, the TOWN will request a proposal from the CONTRACTOR to provide the goods and services requested. CONTRACTOR shall

provide a proposal that details the work to be provided and any other costs and expenses to complete the requested work. CONTRACTOR's proposal shall be submitted to the TOWN with a work order in the form attached hereto as Exhibit "A." If the TOWN will provide goods to the CONTRACTOR to be utilized for services under a proposal, the CONTRACTOR shall also provide a Purchase Order Request with the CONTRACTOR's proposal submitted to the TOWN. Upon receipt of the CONTRACTOR's proposal, the TOWN shall decide in its sole discretion whether to award the work to the CONTRACTOR. If the work order is awarded to the CONTRACTOR, the CONTRACTOR shall commence the work upon receipt of a Notice to Proceed from the TOWN or upon the CONTRACTOR's receipt of a fully executed work order for the goods and services. The TOWN reserves the right to reject any and all proposals submitted by the CONTRACTOR.

1.3 The CONTRACTOR represents to the TOWN that the goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and shall conform to the highest standards and in accordance with this Agreement.

1.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in any approved work order. CONTRACTOR agrees that the rate to collect and haul 50 yards of tree debris is five hundred and fifty dollars (\$550.00).

3.2 The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used

to fill any contractual obligations with the Town, nor is the Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

3.3 Should the TOWN require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the TOWN's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

3.4 The initial term of the Agreement shall become effective upon approval by both parties and remain in effect for a period of three (3) years ("Initial Term"), unless terminated earlier, as provided below.

3.5 This Agreement may be renewed for two (2) additional one (1) year periods upon written agreement by both parties (each of which shall be referred to as a "Renewal Term"). The Town Manager is authorized to execute such renewals on behalf of the TOWN, subject to the same terms and conditions as set forth herein.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services under this Agreement shall not exceed one hundred thousand dollars (\$100,000.00) per term (i.e. Initial Term, Renewal Term(s)), and no additional costs shall be authorized without an amendment to this Agreement approved by Town Council.

4.2 The TOWN shall pay the CONTRACTOR the lump sum, not to exceed amount(s) set forth in an approved work order. The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved work order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the TOWN unless approved by written amendment to the work order by the TOWN. In no case shall the CONTRACTOR bill the TOWN for any amount not stated in an approved work order or written amendment thereto.

4.3 The Public Works Director shall have authority to approve work orders in an amount not to exceed fifteen thousand dollars (\$15,000.00). The Town Manager shall have authority to approve work orders in an amount not to exceed twenty-four thousand, nine hundred and ninety-nine dollars and ninety-nine cents (\$24,999.99). Work orders in greater amounts must be approved by the Town Council. These authorized amounts are intended to be "not-to-exceed" amounts for the total amount of any approved work order including any amendments thereto and do not apply to work orders and amendments separately.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice detailing the actual costs to complete the work under an approved work order to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an invoice for the goods and services provided. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

7. OWNERSHIP

7.1 Each and every report, draft, work product, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the TOWN may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the TOWN, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another CONTRACTOR to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the TOWN, the TOWN may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided to the date of termination. No compensation shall be paid for de-

mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 CONTRACTOR acknowledges and agrees that the TOWN is a municipal corporation and political subdivision of the State of Florida, and as such, this Agreement is subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated therewith in any fiscal year of the TOWN. Based upon the timeframes set forth in this Agreement, the TOWN agrees that it has the funding available for the current fiscal year (FY 2024-2025) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the TOWN's payment obligations as stated in this Agreement; however, the TOWN's future funding obligations as stated herein are all subject to the TOWN's annual budgeting and appropriation process. CONTRACTOR understands and agrees that the TOWN's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the TOWN nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement. In the event the funds budgeted or appropriated are, or are estimated by the TOWN to be, insufficient to pay the costs associated with the TOWN's payment obligations under this Agreement in any fiscal year after the current fiscal year, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may

use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not

assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed or interpreted as consent by the TOWN to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time, which the parties agree applies regardless of whether a claim is made under tort or contract.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and any TOWN issued work orders. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail; however, the specific scope of services set forth in a work order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT AND AMENDMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the TOWN's prior written consent. Any attempted assignment or delegation shall

be void and totally ineffective for all purposes, and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

13.3 This Agreement may not be altered or amended except by a writing signed by the parties hereto.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 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.

16.3 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be responsible for their own attorney's fees at all levels.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address

indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
Town of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Debris Dog, Inc.
16061 East Cheltenham Drive
Loxahatchee, Florida 33470

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN's rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or

by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY AND LIEN RIGHTS

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

22.2 CONTRACTOR shall have no lien rights regarding any property owned by the TOWN.

23. PUBLIC ENTITY CRIMES

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 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.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

27. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the

CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, townclerk@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this Agreement meet all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. PROTECTION OF PROPERTY

30.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of its property such as tools and

equipment. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

31. DAMAGE TO PERSONS OR PROPERTY

31.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

32. SCRUTINIZED COMPANIES

32.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

32.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

33. E-VERIFY

33.1 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 newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- 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 an “unauthorized alien”;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

34. HUMAN TRAFFICKING

34.1 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.

35. WARRANTY

35.1 The CONTRACTOR warrants and guarantees to the TOWN that all work provided under this Agreement will be in accordance the requirements hereunder. If applicable, the CONTRACTOR warrants that all goods supplied under this Agreement shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). CONTRACTOR warrants that all work performed under this Agreement will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the TOWN discovers any failure or breach of the CONTRACTOR’s warranties or the CONTRACTOR discovers any failure or breach of the CONTRACTOR’s warranties, the CONTRACTOR will, upon written notice from TOWN or of its own accord, at the CONTRACTOR’s sole cost and expense, promptly correct such failure or breach. The CONTRACTOR will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of TOWN. In the event the CONTRACTOR fails to initiate and diligently pursue corrective action within five (5) days of the CONTRACTOR’s receipt of the TOWN’s notice or the CONTRACTOR’s discovery of the same, the TOWN may undertake such corrective

action at the CONTRACTOR's expense. The CONTRACTOR's obligations under this section shall be limited to the cost of repair of the defective condition.

36. DISCRIMINATION

36.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CONTRACTOR:

**DEBRIS DOG, INC., a corporation
authorized to do business in the State of
Florida**

[Corporate Seal]

By: *Laura A. Cioffi*
Print Name: Laura A. Cioffi
Title: President

STATE OF FLORIDA)
COUNTY OF MOORE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of JANUARY, 2025 by Laura A. Cioffi, as President, of Debris Dog, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Debris Dog, Inc., to the same.

Notary Public *Ramona Barnes*
Print Name: Ramona Barnes
My commission expires: 9-19-27



ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

Exhibit "A"
Sample Work Order

WORK ORDER NO._____

THIS WORK ORDER ("Work Order") is made on the ____ day of _____, 20__, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____, a Florida corporation ("Contractor").

1.0 Project Description:

The Town desires the Contractor to provide goods and services as identified herein and generally described as: _____ (the "Project").

2.0 Scope

Under this Work Order, the Contractor will provide goods and services to the Town 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.

3.0 Schedule

The goods and services to be provided under this Work Order shall be completed within _____ calendar days from the Town's approval of this Work Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum is broken down in the proposal to reflect cost of goods to be purchased, number of labor hours, hourly labor rates, and any other costs and expenses anticipated as part of the work.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

6.0 Progress Meetings

If this Work Order is scheduled for completion in more than 30 days, the Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 15 days as a minimum, unless otherwise directed by the Project Manager.

7.0 Warranty

The Contractor warrants and guarantees to the Town that all work provided under this Work Order will be in accordance with this Work Order and Agreement. If applicable, the Contractor warrants that all goods supplied under this Agreement shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Work Order will be free from defects for one (1) year from the final completion of all work. If, at any time

prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition.

8.0 Town Authorization

This Work Order is issued pursuant to the Agreement for Goods and Services between the Town and the Contractor, dated _____, 20__ ("Agreement"). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Work Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work 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: _____
Name: _____
Title: _____

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council
FROM: Richard Gallant, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: February 4, 2025
SUBJECT: Resolution No. 2025-10; Misc. Palm Beach Gardens Public Works Contract

Background: The Public Works Department is interested in piggybacking off the City of Palm Beach Gardens Miscellaneous Public Works Projects Contract to provide construction services on an as-needed basis. Implementing this contract will allow the department to focus on day-to-day activities and in-house projects while other scheduled projects are being simultaneously completed.

Recommendations: Staff recommends approval of Resolution No. 2025-10; Miscellaneous Public Works Projects Contract

RESOLUTION NO. 2025-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE TOWN OF PALM BEACH GARDENS ITB NO. 2024-160PS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133(b)(5) of the Town of Loxahatchee Groves’s (“Town”) Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for goods and services relating to the provision of miscellaneous public works project services; and

WHEREAS, the Town of Palm Beach Gardens conducted a competitive procurement of services and awarded a Miscellaneous Public Works Projects contract to multiple vendors, expiring on September 30, 2027, as shown in the Bid Tabulation attached hereto as Exhibit “A”; and

WHEREAS, the Town Council desires to enter into agreements with the awarded vendors utilizing the Miscellaneous Public Works Projects contract, as listed in Exhibit “A”; and

WHEREAS, the Town Council has determined entering into the agreements serves a public purpose.

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

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

Section 2. The Town Council hereby authorizes the Town to utilize the Town of Palm Beach Garden Miscellaneous Public Works Projects master contract for goods and services and enter into agreements with the awarded vendors pursuant to and consistent with Exhibit “A” to perform miscellaneous public works projects services as long as it remains in effect, including renewals or extensions.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing Resolution. Councilmember _____ seconded the Motion, and upon being put to a vote, the **ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF FEBRUARY 2025.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4



		VENDOR NAME	D.S. EAKINS	FLYING SCOT	HINTERLAND GROUP	J W CHEATHAM	JOHNSON-DAVIS	R&D PAVING	SAFFOLD PAVING	WAYPOINT CONTRACTING
Corporation Address (State):		Lake Park, Florida 33403	Wellington, Florida 33414	Riviera Beach, Florida 33404	West Palm Beach, Florida 33413	Lantana, Florida 33462	West Palm Beach, Florida 33401	West Palm Beach, Florida 33407	Miami, Florida 33255	
Vendor Contact		D. Steven Eakins, Jr.	Shawn Cunningham	Daniel Duke	Eddie Giles	Melissa Trejo	Meagan Martin	Era Saffold	Jorge Lopez	
Vendor Contact Phone Number		561.346.1549	561.723.5812	954.237.9266	561.239.4553	561.588.1170	561.379.3469	561.848.1110	786.608.1406	
Vendor Contact Email		steve@deakins.com	shawnc@flyingscotinc.com	info@hinterlandgroup.com	egiles@jwcheatham.com	mtrrejo@johnsondavis.com	meagan@randsd paving.com	era@saffoldpaving.com	info@waypointct.com	
NO.	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
AREAS OF SPECIFIC WORK										
1	Removal, saw cut, and disposal of 4" thick concrete	SF \$4.00	\$1.75	\$5.00	\$5.00	\$2.00	\$6.90	\$3.50	\$4.63	
2	Removal, saw cut, and disposal of 6" thick concrete	SF \$5.00	\$2.25	\$6.00	\$6.00	\$3.00	\$6.90	\$4.00	\$5.63	
3	F&I, 4" concrete with wire	SF \$8.00	\$3.00	\$10.00	\$8.00	\$12.00	\$13.05	\$6.00	\$7.75	
4	F&I, 4" concrete without wire	SF \$7.50	\$3.00	\$8.00	\$7.50	\$9.50	\$12.55	\$5.00	\$6.88	
5	F&I, 4" concrete with polypropylene fiber mix reinforce	SF \$8.25	\$3.00	\$10.00	\$9.00	\$11.00	\$15.00	\$6.00	\$7.69	
6	F&I, 6" concrete with polypropylene fiber mix reinforce	SF \$8.75	\$4.00	\$12.00	\$10.00	\$12.00	\$16.00	\$7.00	\$8.75	
7	F&I, 6" concrete with wire	SF \$9.00	\$4.00	\$12.00	\$9.50	\$12.00	\$14.20	\$7.00	\$9.06	
8	F&I, 6" concrete without wire	SF \$8.50	\$4.00	\$10.00	\$9.00	\$10.50	\$14.00	\$6.50	\$8.19	
9	F&I, 6" pervious concrete	No Bid	No Bid	No Bid	\$25.00	No Bid	\$70.00	\$12.50	\$13.13	
10	F&I, 4" stamped concrete with wire	SF \$17.00	\$14.00	No Bid	\$21.00	No Bid	\$22.00	\$11.25	\$17.19	
11	F&I, 4" stamped concrete without wire	SF \$16.50	\$15.00	No Bid	\$20.00	No Bid	\$21.75	\$12.00	\$17.81	
12	F&I, 6" stamped concrete with wire	SF \$20.50	\$17.00	No Bid	\$26.00	No Bid	\$24.00	\$11.50	\$20.00	
13	F&I, 6" stamped concrete without wire	SF \$20.00	\$16.00	No Bid	\$25.00	No Bid	\$23.50	\$11.25	\$2.19	
14	F&I, 8" pervious concrete	SF No Bid	No Bid	No Bid	\$30.00	No Bid	\$90.00	\$13.00	\$20.00	
15	F&I, FDOT concrete bumper guard	EA \$100.00	No Bid	No Bid	\$54.00	No Bid	\$175.00	\$65.00	\$93.75	
16	F&I, ADA-compliant detectable surface	SF \$80.00	No Bid	\$85.00	\$50.00	\$50.00	\$72.00	\$65.00	\$56.25	
17	F&I, ADA-compliant welded aluminum handrail, FDOT Standard Index 862 - 42"	LF \$750.00	No Bid	No Bid	\$200.00	\$150.00	No Bid	\$200.00	\$131.25	
18	F&I, FDOT Type "A" curb - by hand	LF \$42.00	No Bid	\$65.00	\$37.00	\$90.00	\$40.00	\$34.00	\$42.50	
19	F&I, FDOT Type "A" curb - by machine	LF \$42.00	No Bid	\$55.00	\$24.00	No Bid	\$40.00	\$28.00	\$40.00	
20	F&I, FDOT Type "B" curb - by hand	LF \$42.00	No Bid	\$65.00	\$40.00	\$90.00	\$40.00	\$30.00	\$40.00	
21	F&I, FDOT Type "B" curb - by machine	LF \$42.00	No Bid	\$55.00	\$27.00	No Bid	\$40.00	\$28.00	\$38.75	
22	F&I, FDOT Type "D" curb - by hand	LF \$42.00	No Bid	\$65.00	\$38.00	\$90.00	\$40.00	\$29.00	\$42.50	
23	F&I, FDOT Type "D" curb - by machine	LF \$42.00	No Bid	\$55.00	\$25.00	No Bid	\$40.00	\$28.00	\$41.25	
24	F&I, FDOT Type "E" curb - by hand	LF \$51.00	No Bid	\$65.00	\$43.00	\$90.00	\$50.00	\$30.00	\$43.13	
25	F&I, FDOT Type "E" curb - by machine	LF \$51.00	No Bid	\$55.00	\$30.00	No Bid	\$50.00	\$31.00	\$42.88	
26	F&I, FDOT Type "F" curb - by hand	LF \$51.00	No Bid	\$65.00	\$43.00	\$90.00	\$50.00	\$32.00	\$46.88	
27	F&I, FDOT Type "F" curb - by machine	LF \$51.00	No Bid	\$55.00	\$30.00	No Bid	\$50.00	\$30.00	\$43.75	
28	F&I, FDOT Valley Gutter - by hand	LF \$51.00	No Bid	\$65.00	\$42.00	\$90.00	\$50.00	\$28.00	\$47.50	
29	F&I, FDOT Valley Gutter - by machine	LF \$51.00	No Bid	\$55.00	\$29.00	No Bid	\$50.00	\$27.00	\$46.56	
30	F&I, FDOT Shoulder Gutter - by hand	LF \$65.00	No Bid	\$65.00	\$44.00	\$100.00	\$60.00	\$31.00	\$50.00	
31	F&I, FDOT Shoulder Gutter - by machine	LF \$65.00	No Bid	\$55.00	\$31.00	No Bid	\$60.00	\$30.00	\$48.75	
32	F&I, FDOT asphaltic concrete curb	LF No Bid	No Bid	\$75.00	\$50.00	No Bid	\$44.00	\$27.50	\$37.50	
33	F&I, conduit - 2" (18" - 24" depth)	LF No Bid	No Bid	\$15.00	\$25.00	No Bid	\$20.00	\$12.00	\$15.00	
34	Installation only of conduit - 2" (18" - 24" depth)	LF No Bid	No Bid	\$12.00	\$15.00	No Bid	\$15.00	\$10.00	\$22.50	
35	F&I, conduit - 4" (18" - 24" depth)	LF No Bid	No Bid	\$22.00	\$45.00	No Bid	\$40.00	\$15.00	\$22.50	
36	F&I, conduit - 6" (18" - 24" depth)	LF No Bid	No Bid	\$35.00	\$55.00	No Bid	\$50.00	\$17.00	\$30.00	
37	F&I, conduit - 2" (24" - 36" depth)	LF No Bid	No Bid	\$18.00	\$30.00	No Bid	\$26.00	\$13.00	\$15.13	
38	Installation only of conduit - 2" (24" - 36" depth)	LF No Bid	No Bid	\$15.00	\$20.00	No Bid	\$20.00	\$11.00	\$10.06	
39	F&I, conduit - 4" (24" - 36" depth)	LF No Bid	No Bid	\$24.00	\$50.00	No Bid	\$45.00	\$11.50	\$30.00	
40	F&I, conduit - 6" (24" - 36" depth)	LF No Bid	No Bid	\$38.00	\$60.00	No Bid	\$54.00	\$11.50	\$43.75	
41	F&I, 2' x 2' pull boxes (includes weeps and ground rods)	EA No Bid	No Bid	\$2,200.00	\$3,500.00	No Bid	\$3,000.00	\$750.00	\$1,025.00	
42	Installation 2' x 2' pull boxes	EA No Bid	No Bid	\$1,600.00	\$1,750.00	No Bid	\$1,600.00	\$550.00	\$656.25	
43	F&I, pull wire within conduit	LF No Bid	No Bid	\$10.00	\$10.00	No Bid	\$8.00	\$3.25	\$13.13	
44	F&I, tracing wire within conduit (#12 Cu)	LF No Bid	No Bid	\$8.00	\$3.00	No Bid	\$3.00	\$2.00	\$10.00	
45	Supply, place and compact clean fill	CY \$30.00	No Bid	\$60.00	\$40.00	\$40.00	\$51.00	\$25.00	\$35.00	
46	Stop Sign w/ Street Name Blades Mounted on New Post (R-140A-D)	EA No Bid	No Bid	\$450.00	\$1,500.00	No Bid	No Bid	\$950.00	\$8.50	
47	Staked Silt Fence	EA \$4.50	No Bid	\$6.00	\$4.00	\$4.00	\$8.85	\$2.50	\$4.75	
48	F&I, natural stone riprap w/filter fabric	TN \$250.00	No Bid	\$210.00	\$300.00	\$280.00	\$308.00	\$115.00	\$268.75	
49	F&I, broken concrete riprap w/filter fabric	TN \$200.00	No Bid	\$180.00	\$250.00	\$200.00	\$220.00	\$100.00	\$181.25	
50	Supply and install sand-cement riprap w/filter fabric	CY \$900.00	No Bid	\$450.00	\$1,100.00	\$800.00	\$880.00	\$700.00	\$937.50	
51	Special saw cuts for pavement and concrete	LF \$5.00	\$5.00	\$6.00	\$10.00	No Bid	\$19.00	\$2.00	\$3.75	
52	Removal and disposal of existing driveway culvert pipe	LF \$20.00	No Bid	\$120.00	\$25.00	\$30.00	\$33.00	\$85.00	\$71.25	
53	Regular Excavation (Including Removal & Disposal)	CY \$25.00	No Bid	\$50.00	\$40.00	\$30.00	\$32.00	\$25.00	\$28.00	
54	F&I, Bahia sod - up to 1,000 SF	SF \$2.00	No Bid	\$4.00	\$1.00	\$2.00	\$6.00	\$0.75	\$0.65	
55	F&I, Bahia sod - over 1,000 SF	SF \$1.50	No Bid	\$3.00	\$0.75	\$1.00	\$3.00	\$0.65	\$0.56	
56	F&I, Floratam sod - up to 1,000 SF	SF \$2.50	No Bid	\$6.00	\$1.50	\$2.50	\$7.00	\$1.10	\$0.90	
57	F&I, Floratam sod - over 1,000 SF	SF \$2.00	No Bid	\$5.00	\$1.00	\$1.50	\$4.00	\$1.00	\$0.73	
58	F&I, FDOT seed and mulch mix	SF \$0.50	No Bid	\$0.50	\$0.50	\$0.25	No Bid	\$0.28	\$0.44	
59	Furnish operator, water truck and irrigate sod or seed mix	HR \$150.00	No Bid	\$220.00	\$200.00	\$150.00	\$125.00	\$91.00	\$125.00	
60	FDOT guard rail with no end treatment, FDOT Standard Index 400	LF No Bid	No Bid	\$50.00	\$50.00	No Bid	\$41.00	\$33.00	\$93.75	
61	FDOT guard rail with end treatment, FDOT Standard Index 400	LF No Bid	No Bid	\$100.00	\$100.00	No Bid	\$87.00	\$60.00	\$156.25	
62	Re-grade swales - up to 1,000 CY	CY \$20.00	\$20.00	\$20.00	\$40.00	\$40.00	\$36.00	\$14.00	\$37.50	
63	Re-grade swales - over 1,000 CY	CY \$15.00	\$19.00	\$18.00	\$40.00	\$25.00	\$35.00	\$13.00	\$32.50	
64	Canal wash out repair (sand and silt)	CY \$200.00	No Bid	\$300.00	\$500.00	No Bid	\$660.00	\$150.00	\$312.50	
65	Canal excavation (60' ROW) - up to 1,000 CY	CY \$30.00	No Bid	\$65.00	\$20.00	No Bid	\$50.00	\$25.00	\$43.75	
66	Canal excavation (100' ROW) - up to 1,000 CY	CY \$30.00	No Bid	\$95.00	\$20.00	No Bid	\$45.00	\$18.00	\$47.50	
67	Canal excavation (0' ROW) - over 1,000 CY	CY \$20.00	No Bid	\$45.00	\$20.00	No Bid	\$35.00	\$15.00	\$47.50	
68	Canal excavation (100' ROW) - over 1,000 CY	CY \$20.00	No Bid	\$55.00	\$20.00	No Bid	\$35.00	\$15.00	\$50.00	
69	Lake canal bank restoration (wash out repair)	CY \$40.00	No Bid	\$200.00	\$2,500.00	No Bid	\$626.00	\$75.00	\$218.75	
70	F&I, Type SIII asphalt overlay - 1"	TN \$200.00	No Bid	\$325.00	\$193.00	\$250.00	\$176.00	\$150.00	\$368.75	
71	Mill existing pavement (3/4" - 1" avg)	SY \$9.00	No Bid	\$60.00	\$4.00	\$30.00	\$6.00	\$4.00	\$15.63	
72	Pavement replacement w/2" Type 5	SY \$30.00	No Bid	\$135.00	\$30.00	\$50.00	\$40.00	\$30.00	\$22.50	
73	Adjust Manholes with riser	EA \$3,000.00	No Bid	\$1,200.00	\$500.00	No Bid	No Bid	\$380.00	\$718.75	
74	Adjust valve boxes with riser	EA \$2,500.00	No Bid	\$850.00	\$100.00	No Bid	No Bid	\$300.00	\$1,800.00	
75	Valve Box F&I	EA \$1,750.00	No Bid	\$2,200.00	\$2,100.00	No Bid	No Bid	\$500.00	\$4,000.00	
76	Jack and bore - 4"	LF No Bid	No Bid	No Bid	\$75.00	No Bid	\$66.00	\$65.00	\$231.25	
77	Directional bore - 4"	LF No Bid	No Bid	\$38.00	\$75.00	No Bid	\$66.00	\$35.00	\$106.25	
78	Jack and bore - 6"	LF No Bid	No Bid	\$100.00	\$100.00	No Bid	\$86.00	\$75.00	\$281.25	
79	Directional bore - 6"	LF No Bid	No Bid	\$42.00	\$100.00	No Bid	\$86.00	\$46.00	\$125.00	
80	12" stabilized subgrade, LBR 40 - Small Quantity 1 to 100 SY	SY \$16.00	No Bid	\$25.00	\$50.00	\$25.00	\$75.00	\$10.00	\$35.00	
81	12" stabilized subgrade, LBR 40	SY \$10.00	No Bid	\$20.00	\$17.00	No Bid	\$23.00	\$9.00	\$22.50	
82	Optional Base Group 4, 6, 9 Small Quantity 1 to 100 SY	SY \$50.00	No Bid	\$45.00	\$100.00	\$36.00	\$90.00	\$18.00	\$45.00	
83	Optional Base Group 6 TYPE B-12.5 in place to line & grade (includes excavation, compaction and material removal)	SY No Bid	No Bid	\$65.00	\$75.00	No Bid	\$70.00	\$18.00	\$25.00	
84	Optional Base Group 6 cemented coquina shell base compacted to 98% AASHTO T180, LBR 100, primed & sanded, in place to	SY \$18.00	No Bid	\$65.00	\$36.00	No Bid	\$39.50	\$20.00	\$60.00	
85	Optional Base Group 4, Cemented Coquina (LBR100)	SY \$16.00	No Bid	\$50.00	\$20.00	No Bid	\$32.00	\$20.00	\$38.50	
86	Optional Base Group 9 Cemented Coquina (LBR 100)	SY \$20.00	No Bid	\$75.00	\$26.00	No Bid	\$58.00	\$25.00	\$42.00	
87	Guardrail, galvanized, W-beam with timber post installed to FDOT Specs.	LF No Bid	No Bid	No Bid	\$50.00	No Bid	\$45.00	\$100.00	\$125.00	
88	Guardrail, galvanized, W-beam with galvanized steel post installed to FDOT Specs.	LF No Bid	No Bid	No Bid	\$50.00	No Bid	\$51.00	\$110.00	\$225.00	
89	Catch Basin, Ditch Bottom Inlet Type-C < 5'	EA \$5,000.00	No Bid	\$4,200.00	\$5,800.00	\$6,000.00	\$6,600.00	\$5,500.00	\$4,895.00	
90	Catch Basin, Ditch Bottom Inlet Type-C < 6'	EA \$7,500.00	No Bid	\$4,800.00	\$8,700.00	\$8,500.00	\$9,350.00	\$7,500.00	\$6,500.00	
91	Guardrail End Anchorage Treatment, Parallel Segment, Installed to FDOT Index 536	EA No Bid	No Bid	\$4,100.00	\$4,100.00	No Bid	\$4,550.00	\$65.00	\$850.00	
92	Guardrail End Anchorage Treatment, Flared Segment, Installed to FDOT Index 536	EA No Bid	No Bid	\$1,800.00	\$1,800.00	No Bid	\$1,950.00	\$65.00	\$900.00	
93	RCP/Equivalent RCP, 15" - 24" Small Quantity, 1 to 50 LF	LF \$182.00	No Bid	\$210.00	\$310.00	\$200.00	\$220.00	\$125.00	\$100.00	
94	RCP/Equivalent RCP, 30" - 36" Small Quantity 1 to 50 LF	LF \$270.00	No Bid	\$245.00	\$310.00	\$350.00	\$350.00	\$145.00	\$150.00	
95	15" CMP	LF \$85.00	No Bid	\$75.00	\$100.00	\$130.00	\$143.00	\$89.00		



	VENDOR NAME	D.S. EAKINS	FLYING SCOT	HINTERLAND GROUP	J W CHEATHAM	JOHNSON-DAVIS	R&D PAVING	SAFFOLD PAVING	WAYPOINT CONTRACTING	
b	Straight arrow	EA	\$150.00	No bid	No bid	\$250.00	No bid	\$91.00	\$126.00	\$100.00
c	Straight/Turn arrows; combination	EA	\$200.00	No bid	No bid	\$250.00	No bid	\$156.00	\$126.00	\$168.75
d	Merge message	EA	\$500.00	No bid	No bid	\$250.00	No bid	\$215.00	\$201.00	\$218.75
e	RXR message	EA	\$350.00	No bid	No bid	\$250.00	No bid	\$455.00	\$201.00	\$300.00
f	School message	EA	\$350.00	No bid	No bid	\$250.00	No bid	\$507.00	\$301.00	\$250.00
g	Only message	EA	\$250.00	No bid	No bid	\$250.00	No bid	\$195.00	\$201.00	\$188.00
h	U-Turn message	EA	\$200.00	No bid	No bid	\$250.00	No bid	\$98.00	\$201.00	\$217.75
i	Bike lane symbol (diamond, arrow)	EA	\$500.00	No bid	No bid	\$550.00	No bid	\$455.00	\$176.00	\$344.00
j	Handicap message	EA	\$400.00	No bid	No bid	\$500.00	No bid	\$215.00	\$126.00	\$188.00
122 Raised Reflective Pavement Markers - Thermoplastic										
a	Red and amber; bi-directional	EA	\$10.00	No bid	No bid	\$2.50	No bid	\$6.50	\$11.00	\$9.06
b	Amber; bi-directional	EA	\$10.00	No bid	No bid	\$9.00	No bid	\$5.60	\$11.00	\$9.00
c	White and red; bi-directional	EA	\$10.00	No bid	No bid	\$9.00	No bid	\$5.60	\$11.00	\$8.00
123 Raised Reflective Pavement Markers - Epoxy										
a	Red and amber; bi-directional	EA	\$10.00	No bid	No bid	\$11.00	No bid	\$8.00	\$11.00	\$9.00
b	Amber; bi-directional	EA	\$10.00	No bid	No bid	\$11.00	No bid	\$7.50	\$11.00	\$9.00
c	White and red; bi-directional	EA	\$10.00	No bid	No bid	\$11.00	No bid	\$7.50	\$11.00	\$8.00
124 Traffic Paint Lines										
a	White, 4"	LF	\$1.00	No bid	No bid	\$1.00	No bid	\$0.50	\$2.00	\$0.81
b	Yellow, 4"	LF	\$1.00	No bid	No bid	\$1.00	No bid	\$0.50	\$2.00	\$1.00
c	White, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$2.00	\$1.06
d	Black, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$1.00	\$1.00
e	Blue, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$1.00	\$1.00
f	Yellow, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$2.00	\$1.00
g	White, 18"	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$2.00	\$2.00	\$2.00
h	White, 12"	LF	\$3.00	No bid	No bid	\$1.50	No bid	\$1.60	\$2.00	\$2.00
i	Yellow, 18"	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$2.00	\$2.00	\$2.00
j	White, 24"	LF	\$7.00	No bid	No bid	\$3.00	No bid	\$4.25	\$2.00	\$2.31
125 Arrows and Messages - White (Furnish and Install)										
a	Straight/Combo Arrow	EA	\$150.00	No bid	No bid	\$55.00	No bid	\$78.00	\$126.00	\$81.00
b	Turn arrow	EA	\$125.00	No bid	No bid	\$55.00	No bid	\$52.00	\$126.00	\$56.00
c	Message (Only; School; Merge and Straight Arrow)	EA	\$200.00	No bid	No bid	\$100.00	No bid	\$130.00	\$201.00	\$88.00
d	6" Numbers (Per Digit)	EA	\$15.00	No bid	No bid	\$4.00	No bid	\$4.00	\$51.00	\$3.00
e	8" Numbers (Per Digit)	EA	\$20.00	No bid	No bid	\$4.00	No bid	\$4.00	\$65.00	\$4.00
f	10" Numbers (Per Digit)	EA	\$20.00	No bid	No bid	\$4.00	No bid	\$6.00	\$75.00	\$6.00
g	12" Numbers (Per Digit)	EA	\$20.00	No bid	No bid	\$6.00	No bid	\$6.00	\$102.00	\$9.00
h	24" Numbers (Per Digit)	EA	\$30.00	No bid	No bid	\$6.00	No bid	\$8.00	\$204.00	\$9.00
126 Fire Lane and No Parking Messages - Yellow										
a	4" Letters (Per Letter)	EA	\$15.00	No bid	No bid	\$4.00	No bid	\$3.90	\$45.00	\$3.00
b	6" Letters (Per Letter)	EA	\$15.00	No bid	No bid	\$4.00	No bid	\$6.00	\$51.00	\$4.00
c	8" Letters (Per Letter)	EA	\$20.00	No bid	No bid	\$4.00	No bid	\$6.50	\$65.00	\$6.00
d	12" Letters (Per Letter)	EA	\$20.00	No bid	No bid	\$6.00	No bid	\$8.00	\$102.00	\$7.00
e	4" Letters (Per Letter)	EA	\$50.00	No bid	No bid	\$12.00	No bid	\$26.00	\$45.00	\$15.00
127 Pavement marking removal										
a	Traffic Paint	SF	\$4.00	No bid	No bid	\$3.00	No bid	\$1.60	\$18.00	\$3.00
b	Thermoplastic	SF	\$5.00	No bid	No bid	\$5.00	No bid	\$2.60	\$18.00	\$3.00
c	Cold (Preformed) Plastic	SF	\$4.00	No bid	No bid	\$5.00	No bid	\$3.90	\$18.00	\$4.00
d	Construction Tape	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.30	\$10.00	\$3.00
e	Pavement markers	EA	\$3.00	No bid	No bid	\$1.00	No bid	\$1.30	\$20.00	\$5.00
128 Preformed (Cold) Plastic (Install Only)										
a	White, 24"	LF	\$20.00	No bid	No bid	\$36.00	No bid	\$6.50	\$201.00	\$11.00
b	Message (Only; School; Merge; U-Turn; Bike Lane; etc.)	EA	\$300.00	No bid	No bid	\$700.00	No bid	\$156.00	\$201.00	\$575.00
c	Turn arrow	EA	\$175.00	No bid	No bid	\$400.00	No bid	\$39.00	\$201.00	\$275.00
129 Preformed (Cold) Plastic (Furnish and Install)										
a	White or Yellow, 6"	LF	\$20.00	No bid	No bid	\$10.00	No bid	\$9.00	\$150.00	\$12.00
b	White, 8"	LF	\$20.00	No bid	No bid	\$10.00	No bid	\$19.00	\$175.00	\$16.00
c	White or Yellow, 12"	LF	\$25.00	No bid	No bid	\$20.00	No bid	\$21.00	\$201.00	\$22.00
d	White or Yellow, 18"	LF	\$30.00	No bid	No bid	\$25.00	No bid	\$21.00	\$201.00	\$32.00
e	White, 24"	LF	\$38.00	No bid	No bid	\$36.00	No bid	\$26.00	\$201.00	\$35.00
f	Message (Only; School; Merge; Ramp; U-Turn; etc.)	LF	\$950.00	No bid	No bid	\$550.00	No bid	\$715.00	\$201.00	\$938.00
g	Turn arrow	LF	\$450.00	No bid	No bid	\$350.00	No bid	\$425.00	\$201.00	\$394.00
130 Miscellaneous (Furnish and Install)										
a	Thermoplastic Rumble Strips (Index 518)	EA	\$1,500.00	No bid	No bid	\$550.00	No bid	\$390.00	\$42.00	\$844.00
b	9" Contrast tape	LF	\$60.00	No bid	No bid	\$6.00	No bid	\$2.30	\$10.00	\$20.00
c	Flexible Delineators (All Types)	EA	\$300.00	No bid	No bid	\$125.00	No bid	\$175.00	\$126.00	\$131.00
d	Fall Back Tape	LF	\$5.00	No bid	No bid	\$2.00	No bid	\$1.30	\$2.00	\$4.00
131 Items for FDOT and/or City approved Projects										
a	6" Solid White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$1.25	\$1.00
b	6" Solid White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.50	\$1.00	\$2.00
c	8" Solid Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.80	\$1.00	\$1.00
d	8" Solid White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$2.25	\$1.50	\$2.00
e	8" Solid Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$2.25	\$2.00	\$2.00
f	12" Solid White Paint	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$1.60	\$2.00	\$1.00
g	12" Solid White Thermoplastic	LF	\$6.00	No bid	No bid	\$6.00	No bid	\$4.10	\$2.10	\$3.00
h	18" Solid White Paint	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$2.25	\$3.00	\$3.00
i	18" Solid White Thermoplastic	LF	\$9.00	No bid	No bid	\$7.50	No bid	\$5.00	\$3.00	\$4.00
j	24" Solid White Paint	LF	\$8.00	No bid	No bid	\$3.50	No bid	\$3.90	\$4.00	\$3.00
k	24" Solid White Thermoplastic	LF	\$15.00	No bid	No bid	\$9.00	No bid	\$8.75	\$4.00	\$7.00
l	6" Solid Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$1.50	\$1.00
m	6" Solid Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.50	\$1.00	\$1.00
n	18" Solid Yellow Paint	LF	\$5.00	No bid	No bid	\$1.50	No bid	\$2.30	\$3.00	\$3.00
o	18" Solid Yellow Thermoplastic	LF	\$10.00	No bid	No bid	\$7.50	No bid	\$5.00	\$3.00	\$5.00
p	2x4 Skips White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$3.70	\$1.00
q	2x4 Skips White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$4.00	\$1.00
r	6x10 Skips White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$6.00	\$1.00
s	6x10 Skips White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$6.00	\$1.00
t	10x30 Skips White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$11.00	\$1.00
u	10x30 Skips White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$11.00	\$2.00
v	2x4 Skips Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$5.00	\$1.00
w	2x4 Skips Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$5.00	\$2.00
x	6x10 Skips Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$6.00	\$1.00
y	6x10 Skips Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$6.00	\$2.00
z	Reflective pavement Markers	EA	\$10.00	No bid	No bid	\$10.00	No bid	\$6.50	\$11.00	\$7.00
aa	Directional Arrows Paint	EA	\$100.00	No bid	No bid	\$70.00	No bid	\$52.00	\$36.00	\$59.00
ab	Directional Arrows Thermo	EA	\$150.00	No bid	No bid	\$250.00	No bid	\$75.00	\$150.00	\$106.00
ac	Bike lane Symbol w/Arrows Cold Plastic	SETS	\$600.00	No bid	No bid	\$550.00	No bid	\$425.00	\$152.00	\$625.00
ad	Pavement Messages Paint	EA	\$300.00	No bid	No bid	\$125.00	No bid	\$195.00	\$25.00	\$103.00
ae	Reflective Paint - Island Nose - White	SY	\$65.00	No bid	No bid	\$8.00	No bid	\$1.00	\$1.00	\$34.00
ANNUAL ASPHALT MILLING AND PAVING										
132	Asphalt Paving, per 1-inch paving/overlay, Asphalt Type - SP9.5 Lev C or S III	TN	No bid	No bid	No bid	\$204.00	No bid	\$176.00	\$125.00	\$150.00
133	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity)	TN	No bid	No bid	No bid	\$500.00	No bid	\$421.00	\$200.00	\$200.00
134	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (20 ton to 50 ton)	TN	No bid	No bid	No bid	\$430.00	No bid	\$359.00	\$200.00	\$175.00
135	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton)	TN	No bid	No bid	No bid	\$262.00	No bid	\$238.00	\$200.00	\$165.00
136	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton)	TN	No bid	No bid	No bid	\$193.00	No bid	\$183.00	\$200.00	\$150.00
137	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity)	TN	No bid	No bid	No bid	\$500.00	No bid	\$422.00	\$215.00	\$250.00
138	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton)	TN	No bid	No bid	No bid	\$430.00	No bid	\$359.00	\$215.00	\$225.00
139	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton)	TN	No bid	No bid	No bid	\$260.00	No bid	\$238.00	\$215.00	\$200.00
140	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton)	TN	No bid	No bid	No bid	\$190.00	No bid	\$180.00	\$215.00	\$185.00
141	Miscellaneous Asphalt (placed by hand & compacted under Guardrail & misc. areas)	TN	No bid	No bid	No bid	\$1,000.00	No bid	\$884.25	\$215.00	\$300.00
142	Asphalt Treated Permeable Base Placed by Track paving Machine (Coarse aggregate stone # 57, asphalt Content 3.5 - 4.0%)(10	TN	No bid	No bid	No bid	\$262.00	No bid	No bid	N/A	\$350.00
143	Asphalt Milling, per 1-inch mill; Including mobilization, TTC & all incidental work & equipment to include hauling off, stockpiling	PER DAY	No bid	No bid	No bid	\$10.00	No bid	\$5.00	\$5.00	\$25.00
144	MOT, Rental of Arrow Board, Electric	PER DAY	\$25.00	No bid	No bid	\$20.00	\$40.00	\$25.00	\$30.00	\$56.00
145	MOT, Rental of Message Boards, Electric	PER DAY	\$50.00	No bid	No bid	\$38.00	\$75.00	\$45.00	\$75.00	\$67.00
146	MOT, Rental of Traffic Cones, 36-inch High (per 50 cones)	PER DAY	\$2.00	No bid	No bid	\$64.00	\$100.00	\$60.00	\$100.00	\$25.00
147	MOT, Rental of Barricades, Type I	ED	\$2.00	No bid	No bid	\$64.00	\$2.00	\$60.00	\$2.00	\$0.11
148	MOT, Rental of Barricades, Type II	PER DAY	\$2.00	No bid	No bid	\$1.50	\$2.00	\$1.50	\$4.00	\$431.00
149	MOT, Rental of Barricades, Type III	PER DAY	\$4.00	No bid	No bid	\$2.50	\$3.00	\$2.75	\$5.00	\$65.00
150	MOT, Rental									

City of Palm Beach Gardens, Florida
Bid Tabulation

ITB No.: ITB2024-160PS
Bid Title: Miscellaneous Public Works Projects
Bid Opening Date: June 7, 2024 @ 3:00 P.M.
Prepared by: Kml Ra



		VENDOR NAME	D.S. EAKINS	FLYING SCOT	HINTERLAND GROUP	J W CHEATHAM	JOHNSON-DAVIS	R&D PAVING	SAFFOLD PAVING	WAYPOINT CONTRACTING
		Corporation Address (State):	Lake Park, Florida 33403	Wellington, Florida 33414	Riviera Beach, Florida 33404	West Palm Beach, Florida 33413	Lantana, Florida 33462	West Palm Beach, Florida 33401	West Palm Beach, Florida 33407	Miami, Florida 33255
		Vendor Contact	D. Steven Eakins, Jr.	Shawn Cunningham	Daniel Duke	Eddie Giles	Melissa Trejo	Meagan Martin	Era Saffold	Jorge Lopez
		Vendor Contact Phone Number	561.346.1549	561.723.5812	954.237.9266	561.239.4553	561.588.1170	561.379.3469	561.848.1110	786.608.1406
		Vendor Contact Email	steve@deakins.com	shawnc@flyingscotinc.com	info@hinterlandgroup.com	egiles@jwcheatham.com	mtrrejo@johnsondavis.com	meagan@randsd paving.com	era@safieldpaving.com	info@waypointct.com
NO.	DESCRIPTION		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
AREAS OF SPECIFIC WORK										
1	Removal, saw cut, and disposal of 4" thick concrete	SF	\$4.00	\$1.75	\$5.00	\$5.00	\$2.00	\$6.90	\$3.50	\$4.63
2	Removal, saw cut, and disposal of 6" thick concrete	SF	\$5.00	\$2.25	\$6.00	\$6.00	\$3.00	\$6.90	\$4.00	\$5.63
3	F&I, 4" concrete with wire	SF	\$8.00	\$3.00	\$10.00	\$8.00	\$12.00	\$13.05	\$6.00	\$7.75
4	F&I, 4" concrete without wire	SF	\$7.50	\$3.00	\$8.00	\$7.50	\$9.50	\$12.55	\$5.00	\$6.88
5	F&I, 4" concrete with polypropylene fiber mix reinforce	SF	\$8.25	\$3.00	\$10.00	\$9.00	\$11.00	\$15.00	\$6.00	\$7.69
6	F&I, 6" concrete with polypropylene fiber mix reinforce	SF	\$8.75	\$4.00	\$12.00	\$10.00	\$12.00	\$16.00	\$7.00	\$8.75
7	F&I, 6" concrete with wire	SF	\$9.00	\$4.00	\$12.00	\$9.50	\$12.00	\$14.20	\$7.00	\$9.06
8	F&I, 6" concrete without wire	SF	\$8.50	\$4.00	\$10.00	\$9.00	\$10.50	\$14.00	\$6.50	\$8.19
9	F&I, 6" pervious concrete	SF	No Bid	No Bid	No Bid	\$25.00	No Bid	\$70.00	\$12.50	\$13.13
10	F&I, 4" stamped concrete with wire	SF	\$17.00	\$14.00	No Bid	\$21.00	No Bid	\$22.00	\$11.25	\$17.19
11	F&I, 4" stamped concrete without wire	SF	\$16.50	\$15.00	No Bid	\$20.00	No Bid	\$21.75	\$12.00	\$17.81
12	F&I, 6" stamped concrete with wire	SF	\$20.50	\$17.00	No Bid	\$26.00	No Bid	\$24.00	\$11.50	\$20.00
13	F&I, 6" stamped concrete without wire	SF	\$20.00	\$16.00	No Bid	\$25.00	No Bid	\$23.50	\$11.25	\$2.19
14	F&I, 8" pervious concrete	SF	No Bid	No Bid	No Bid	\$30.00	No Bid	\$90.00	\$13.00	\$20.00
15	F&I, FDOT concrete bumper guard	EA	\$100.00	No Bid	No Bid	\$54.00	No Bid	\$175.00	\$65.00	\$93.75
16	F&I, ADA-compliant detectable surface	SF	\$80.00	No Bid	\$85.00	\$50.00	\$50.00	\$72.00	\$65.00	\$56.25
17	F&I, ADA-compliant welded aluminum handrail, FDOT Standard Index 862 - 42"	LF	\$750.00	No Bid	No Bid	\$200.00	\$150.00	No Bid	\$200.00	\$131.25
18	F&I, FDOT Type "A" curb - by hand	LF	\$42.00	No Bid	\$65.00	\$37.00	\$90.00	\$40.00	\$34.00	\$42.50
19	F&I, FDOT Type "A" curb - by machine	LF	\$42.00	No Bid	\$55.00	\$24.00	No Bid	\$40.00	\$28.00	\$40.00
20	F&I, FDOT Type "B" curb - by hand	LF	\$42.00	No Bid	\$65.00	\$40.00	\$90.00	\$40.00	\$30.00	\$40.00
21	F&I, FDOT Type "B" curb - by machine	LF	\$42.00	No Bid	\$55.00	\$27.00	No Bid	\$40.00	\$28.00	\$38.75
22	F&I, FDOT Type "D" curb - by hand	LF	\$42.00	No Bid	\$65.00	\$38.00	\$90.00	\$40.00	\$29.00	\$42.50
23	F&I, FDOT Type "D" curb - by machine	LF	\$42.00	No Bid	\$55.00	\$25.00	No Bid	\$40.00	\$28.00	\$41.25
24	F&I, FDOT Type "E" curb - by hand	LF	\$51.00	No Bid	\$65.00	\$43.00	\$90.00	\$50.00	\$30.00	\$43.13
25	F&I, FDOT Type "E" curb - by machine	LF	\$51.00	No Bid	\$55.00	\$30.00	No Bid	\$50.00	\$31.00	\$42.88
26	F&I, FDOT Type "F" curb - by hand	LF	\$51.00	No Bid	\$65.00	\$43.00	\$90.00	\$50.00	\$32.00	\$46.88
27	F&I, FDOT Type "F" curb - by machine	LF	\$51.00	No Bid	\$55.00	\$30.00	No Bid	\$50.00	\$30.00	\$43.75
28	F&I, FDOT Valley Gutter - by hand	LF	\$51.00	No Bid	\$65.00	\$42.00	\$90.00	\$50.00	\$28.00	\$47.50
29	F&I, FDOT Valley Gutter - by machine	LF	\$51.00	No Bid	\$55.00	\$29.00	No Bid	\$50.00	\$27.00	\$46.56
30	F&I, FDOT Shoulder Gutter - by hand	LF	\$65.00	No Bid	\$65.00	\$44.00	\$100.00	\$60.00	\$31.00	\$50.00
31	F&I, FDOT Shoulder Gutter - by machine	LF	\$65.00	No Bid	\$55.00	\$31.00	No Bid	\$60.00	\$30.00	\$48.75
32	F&I, FDOT asphaltic concrete curb	LF	No Bid	No Bid	\$75.00	\$50.00	No Bid	\$44.00	\$27.50	\$37.50
33	F&I, conduit - 2" (18" - 24" depth)	LF	No Bid	\$15.00	\$25.00	\$25.00	No Bid	\$20.00	\$12.00	\$15.00
34	Installation only of conduit - 2" (18" - 24" depth)	LF	No Bid	\$12.00	\$15.00	\$15.00	No Bid	\$15.00	\$10.00	\$22.50
35	F&I, conduit - 4" (18" - 24" depth)	LF	No Bid	\$22.00	\$45.00	\$45.00	No Bid	\$40.00	\$15.00	\$22.50
36	F&I, conduit - 6" (18" - 24" depth)	LF	No Bid	No Bid	\$35.00	\$55.00	No Bid	\$50.00	\$17.00	\$30.00
37	F&I, conduit - 2" (24" - 36" depth)	LF	No Bid	No Bid	\$18.00	\$30.00	No Bid	\$26.00	\$13.00	\$15.13
38	Installation only of conduit - 2" (24" - 36" depth)	LF	No Bid	No Bid	\$15.00	\$20.00	No Bid	\$20.00	\$11.00	\$10.06
39	F&I, conduit - 4" (24" - 36" depth)	LF	No Bid	No Bid	\$24.00	\$50.00	No Bid	\$45.00	\$11.50	\$30.00
40	F&I, conduit - 6" (24" - 36" depth)	LF	No Bid	\$38.00	\$60.00	\$60.00	No Bid	\$54.00	\$11.50	\$43.75
41	F&I, 2' x 2' pull boxes (includes weeps and ground rods)	EA	No Bid	No Bid	\$2,200.00	\$3,500.00	No Bid	\$3,000.00	\$750.00	\$1,025.00
42	Installation 2' x 2' pull boxes	EA	No Bid	No Bid	\$1,600.00	\$1,750.00	No Bid	\$1,600.00	\$550.00	\$656.25
43	F&I, pull wire within conduit	LF	No Bid	No Bid	\$10.00	\$10.00	No Bid	\$8.00	\$3.25	\$13.13
44	F&I, tracing wire within conduit (#12 Cu)	LF	No Bid	No Bid	\$8.00	\$3.00	No Bid	\$3.00	\$2.00	\$10.00
45	Supply, place and compact clean fill	CY	\$30.00	No Bid	\$60.00	\$40.00	\$40.00	\$51.00	\$25.00	\$35.00
46	Stop Sign w/ Street Name Blades Mounted on New Post (R-140A-D)	EA	No Bid	No Bid	\$450.00	\$1,500.00	No Bid	No Bid	\$950.00	\$8.50
47	Staked Silt Fence	LF	\$4.50	No Bid	\$6.00	\$3.00	\$4.00	\$8.85	\$2.50	\$4.75
48	F&I, natural stone riprap w/filter fabric	TN	\$250.00	No Bid	\$210.00	\$300.00	\$280.00	\$308.00	\$115.00	\$268.75
49	F&I, broken concrete riprap w/filter fabric	TN	\$200.00	No Bid	\$180.00	\$250.00	\$200.00	\$220.00	\$100.00	\$181.25
50	Supply and install sand-cement riprap w/filter fabric	CY	\$900.00	No Bid	\$450.00	\$1,100.00	\$800.00	\$880.00	\$700.00	\$937.50
51	Special saw cuts for pavement and concrete	LF	\$5.00	\$5.00	\$6.00	\$10.00	No Bid	\$19.00	\$2.00	\$3.75
52	Removal and disposal of existing driveway culvert pipe	LF	\$20.00	No Bid	\$120.00	\$25.00	\$30.00	\$33.00	\$85.00	\$71.25
53	Regular Excavation (Including Removal & Disposal)	CY	\$25.00	No Bid	\$50.00	\$40.00	\$30.00	\$32.00	\$25.00	\$28.00
54	F&I, Bahia sod - up to 1,000 SF	SF	\$2.00	No Bid	\$4.00	\$1.00	\$2.00	\$6.00	\$0.75	\$0.65
55	F&I, Bahia sod - over 1,000 SF	SF	\$1.50	No Bid	\$3.00	\$0.75	\$1.00	\$3.00	\$0.65	\$0.56
56	F&I, Floratam sod - up to 1,000 SF	SF	\$2.50	No Bid	\$6.00	\$1.50	\$2.50	\$7.00	\$1.10	\$0.90
57	F&I, Floratam sod - over 1,000 SF	SF	\$2.00	No Bid	\$5.00	\$1.00	\$1.50	\$4.00	\$1.00	\$0.73
58	F&I, FDOT seed and mulch mix	SF	\$0.50	No Bid	\$0.50	\$0.50	\$0.25	No Bid	\$0.28	\$0.44
59	Furnish operator, water truck and irrigate sod or seed mix	HR	\$150.00	No Bid	\$220.00	\$200.00	\$150.00	\$125.00	\$91.00	\$125.00
60	FDOT guard rail with no end treatment, FDOT Standard Index 400	LF	No Bid	No Bid	\$50.00	\$50.00	No Bid	\$41.00	\$33.00	\$93.75
61	FDOT guard rail with end treatment, FDOT Standard Index 400	LF	No Bid	No Bid	\$100.00	\$100.00	No Bid	\$87.00	\$60.00	\$156.25
62	Re-grade swales - up to 1,000 CY	CY	\$20.00	\$20.00	\$20.00	\$40.00	\$40.00	\$36.00	\$14.00	\$37.50
63	Re-grade swales - over 1,000 CY	CY	\$15.00	\$19.00	\$18.00	\$40.00	\$25.00	\$35.00	\$13.00	\$32.50
64	Canal wash out repair (sand and silt)	CY	\$200.00	No Bid	\$300.00	\$500.00	No Bid	\$650.00	\$150.00	\$312.50
65	Canal excavation (60' ROW) - up to 1,000 CY	CY	\$30.00	No Bid	\$65.00	\$20.00	No Bid	\$50.00	\$25.00	\$43.75
66	Canal excavation (100' ROW) - up to 1,000 CY	CY	\$30.00	No Bid	\$95.00	\$20.00	No Bid	\$45.00	\$18.00	\$47.50
67	Canal excavation (0' ROW) - over 1,000 CY	CY	\$20.00	No Bid	\$45.00	\$20.00	No Bid	\$35.00	\$15.00	\$47.50
68	Canal excavation (100' ROW) - over 1,000 CY	CY	\$20.00	No Bid	\$55.00	\$20.00	No Bid	\$35.00	\$15.00	\$50.00
69	Lake canal bank restoration (wash out repair)	CY	\$40.00	No Bid	\$200.00	\$2,500.00	No Bid	\$626.00	\$75.00	\$218.75
70	F&I, Type SIII asphalt overlay - 1"	TN	\$200.00	No Bid	\$325.00	\$193.00	\$250.00	\$176.00	\$150.00	\$368.75
71	Mill existing pavement (3/4" - 1" avg)	SY	\$9.00	No Bid	\$60.00	\$4.00	\$30.00	\$6.00	\$4.00	\$15.63
72	Pavement replacement w/2" Type 5	SY	\$30.00	No Bid	\$135.00	\$30.00	\$50.00	\$40.00	\$30.00	\$22.50
73	Adjust Manholes with riser	EA	\$3,000.00	No Bid	\$1,200.00	\$500.00	No Bid	No Bid	\$380.00	\$718.75
74	Adjust valve boxes with riser	EA	\$2,500.00	No Bid	\$850.00	\$100.00	No Bid	No Bid	\$300.00	\$1,800.00
75	Valve Box F&I	EA	\$1,750.00	No Bid	\$2,200.00	\$2,100.00	No Bid	No Bid	\$500.00	\$4,000.00
76	Jack and bore - 4"	LF	No Bid	No Bid	No Bid	\$75.00	No Bid	\$66.00	\$65.00	\$231.25
77	Directional bore - 4"	LF	No Bid	No Bid	\$38.00	\$75.00	No Bid	\$66.00	\$35.00	\$106.25
78	Jack and bore - 6"	LF	No Bid	No Bid	\$100.00	\$100.00	No Bid	\$86.00	\$75.00	\$281.25
79	Directional bore - 6"	LF	No Bid	No Bid	\$42.00	\$100.00	No Bid	\$86.00	\$46.00	\$125.00
80	12" stabilized subgrade, LBR 40 - Small Quantity 1 to 100 SY	SY	\$16.00	No Bid	\$25.00	\$50.00	\$25.00	\$75.00	\$10.00	\$35.00
81	12" stabilized subgrade, LBR 40	SY	\$10.00	No Bid	\$20.00	\$17.00	No Bid	\$23.00	\$9.00	\$22.50
82	Optional Base Group 4, 6, 9 Small Quantity 1 to 100 SY	SY	\$50.00	No Bid	\$45.00	\$100.00	\$36.00	\$90.00	\$18.00	\$45.00
83	Optional Base Group 6 TYPE B-12.5 in place to line & grade (includes excavation, compaction and material removal)	SY	No Bid	No Bid	\$65.00	\$75.00	No Bid	\$70.00	\$18.00	\$25.00
84	Optional Base Group 6 cemented coquina shell base compacted to 98% AASHTO T180, LBR 100, primed & sanded, in place to	SY	\$18.00	No Bid	\$65.00	\$36.00	No Bid	\$39.50	\$20.00	\$60.00
85	Optional Base Group 4, Cemented Coquina (LBR100)	SY	\$16.00	No Bid	\$50.00	\$20.00	No Bid	\$32.00	\$20.00	\$38.50
86	Optional Base Group 9 Cemented Coquina (LBR 100)	SY	\$20.00	No Bid	\$75.00	\$26.00	No Bid	\$58.00	\$25.00	\$42.00
87	Guardrail, galvanized, W-beam with timber post installed to FDOT Specs.	LF	No Bid	No Bid	No Bid	\$50.00	No Bid	\$45.00	\$100.00	\$125.00
88	Guardrail, galvanized, W-beam with galvanized steel post installed to FDOT Specs.	LF	No Bid	No Bid	No Bid	\$50.00	No Bid	\$51.00	\$110.00	\$225.00
89	Catch Basin, Ditch Bottom Inlet Type-C < 5'	EA	\$5,000.00	No Bid	\$4,200.00	\$5,800.00	\$6,000.00	\$6,600.00	\$5,500.00	\$4,895.00
90	Catch Basin, Ditch Bottom Inlet Type-C < 6'	EA	\$7,500.00	No Bid	\$4,800.00	\$8,700.00	\$8,500.00	\$9,350.00	\$7,500.00	\$6,500.00
91	Guardrail End Anchorage Treatment, Parallel Segment, Installed to FDOT Index 536	EA	No Bid	No Bid	\$4,100.00	\$4,100.00	No Bid	\$4,550.00	\$65.00	\$850.00
92	Guardrail End Anchorage Treatment, Flared Segment, Installed to FDOT Index 536	EA	No Bid	No Bid	\$1,800.00	\$1,800.00	No Bid	\$1,950.00	\$65.00	\$900.00
93	RCP/Equivalent									



	VENDOR NAME	D.S. EAKINS	FLYING SCOT	HINTERLAND GROUP	J W CHEATHAM	JOHNSON-DAVIS	R&D PAVING	SAFFOLD PAVING	WAYPOINT CONTRACTING	
b	Straight arrow	EA	\$150.00	No bid	No bid	\$250.00	No bid	\$91.00	\$126.00	\$100.00
c	Straight/Turn arrows; combination	EA	\$200.00	No bid	No bid	\$250.00	No bid	\$156.00	\$126.00	\$168.75
d	Merge message	EA	\$500.00	No bid	No bid	\$250.00	No bid	\$215.00	\$201.00	\$218.75
e	RXR message	EA	\$350.00	No bid	No bid	\$250.00	No bid	\$455.00	\$201.00	\$300.00
f	School message	EA	\$350.00	No bid	No bid	\$250.00	No bid	\$507.00	\$301.00	\$250.00
g	Only message	EA	\$250.00	No bid	No bid	\$250.00	No bid	\$195.00	\$201.00	\$188.00
h	U-Turn message	EA	\$200.00	No bid	No bid	\$250.00	No bid	\$98.00	\$201.00	\$217.75
i	Bike lane symbol (diamond, arrow)	EA	\$500.00	No bid	No bid	\$550.00	No bid	\$455.00	\$176.00	\$344.00
j	Handicap message	EA	\$400.00	No bid	No bid	\$500.00	No bid	\$215.00	\$126.00	\$188.00
122	Raised Reflective Pavement Markers - Thermoplastic									
a	Red and amber; bi-directional	EA	\$10.00	No bid	No bid	\$2.50	No bid	\$6.50	\$11.00	\$9.06
b	Amber; bi-directional	EA	\$10.00	No bid	No bid	\$9.00	No bid	\$5.60	\$11.00	\$9.00
c	White and red; bi-directional	EA	\$10.00	No bid	No bid	\$9.00	No bid	\$5.60	\$11.00	\$8.00
123	Raised Reflective Pavement Markers - Epoxy									
a	Red and amber; bi-directional	EA	\$10.00	No bid	No bid	\$11.00	No bid	\$8.00	\$11.00	\$9.00
b	Amber; bi-directional	EA	\$10.00	No bid	No bid	\$11.00	No bid	\$7.50	\$11.00	\$9.00
c	White and red; bi-directional	EA	\$10.00	No bid	No bid	\$11.00	No bid	\$7.50	\$11.00	\$8.00
124	Traffic Paint Lines									
a	White, 4"	LF	\$1.00	No bid	No bid	\$1.00	No bid	\$0.50	\$2.00	\$0.81
b	Yellow, 4"	LF	\$1.00	No bid	No bid	\$1.00	No bid	\$0.50	\$2.00	\$1.00
c	White, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$2.00	\$1.06
d	Black, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$1.00	\$1.00
e	Blue, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$1.00	\$1.00
f	Yellow, 6"	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$2.00	\$1.00
g	White, 18"	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$2.00	\$2.00	\$2.00
h	White, 12"	LF	\$3.00	No bid	No bid	\$1.50	No bid	\$1.60	\$2.00	\$2.00
i	Yellow, 18"	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$2.00	\$2.00	\$2.00
j	White, 24"	LF	\$7.00	No bid	No bid	\$3.00	No bid	\$4.25	\$2.00	\$2.31
125	Arrows and Messages - White (Furnish and Install)									
a	Straight/Combo Arrow	EA	\$150.00	No bid	No bid	\$55.00	No bid	\$78.00	\$126.00	\$81.00
b	Turn arrow	EA	\$125.00	No bid	No bid	\$55.00	No bid	\$52.00	\$126.00	\$56.00
c	Message (Only; School; Merge and Straight Arrow)	EA	\$200.00	No bid	No bid	\$100.00	No bid	\$130.00	\$201.00	\$88.00
d	6" Numbers (Per Digit)	EA	\$15.00	No bid	No bid	\$4.00	No bid	\$4.00	\$51.00	\$3.00
e	8" Numbers (Per Digit)	EA	\$20.00	No bid	No bid	\$4.00	No bid	\$4.00	\$65.00	\$4.00
f	10" Numbers (Per Digit)	EA	\$20.00	No bid	No bid	\$4.00	No bid	\$6.00	\$75.00	\$6.00
g	12" Numbers (Per Digit)	EA	\$20.00	No bid	No bid	\$6.00	No bid	\$6.00	\$102.00	\$9.00
h	24" Numbers (Per Digit)	EA	\$30.00	No bid	No bid	\$6.00	No bid	\$8.00	\$204.00	\$9.00
126	Fire Lane and No Parking Messages - Yellow									
a	4" Letters (Per Letter)	EA	\$15.00	No bid	No bid	\$4.00	No bid	\$3.90	\$45.00	\$3.00
b	6" Letters (Per Letter)	EA	\$15.00	No bid	No bid	\$4.00	No bid	\$6.00	\$51.00	\$4.00
c	8" Letters (Per Letter)	EA	\$20.00	No bid	No bid	\$4.00	No bid	\$6.50	\$65.00	\$6.00
d	12" Letters (Per Letter)	EA	\$20.00	No bid	No bid	\$6.00	No bid	\$8.00	\$102.00	\$7.00
e	4" Letters (Per Letter)	EA	\$50.00	No bid	No bid	\$12.00	No bid	\$26.00	\$45.00	\$15.00
127	Pavement marking removal									
a	Traffic Paint	SF	\$4.00	No bid	No bid	\$3.00	No bid	\$1.60	\$18.00	\$3.00
b	Thermoplastic	SF	\$5.00	No bid	No bid	\$5.00	No bid	\$2.60	\$18.00	\$3.00
c	Cold (Preformed) Plastic	SF	\$4.00	No bid	No bid	\$5.00	No bid	\$3.90	\$18.00	\$4.00
d	Construction Tape	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.30	\$10.00	\$3.00
e	Pavement markers	EA	\$3.00	No bid	No bid	\$1.00	No bid	\$1.30	\$20.00	\$5.00
128	Preformed (Cold) Plastic (Install Only)									
a	White, 24"	LF	\$20.00	No bid	No bid	\$36.00	No bid	\$6.50	\$201.00	\$11.00
b	Message (Only; School; Merge; U-Turn; Bike Lane; etc.)	EA	\$300.00	No bid	No bid	\$700.00	No bid	\$156.00	\$201.00	\$575.00
c	Turn arrow	EA	\$175.00	No bid	No bid	\$400.00	No bid	\$39.00	\$201.00	\$275.00
129	Preformed (Cold) Plastic (Furnish and Install)									
a	White or Yellow, 6"	LF	\$20.00	No bid	No bid	\$10.00	No bid	\$9.00	\$150.00	\$12.00
b	White, 8"	LF	\$20.00	No bid	No bid	\$10.00	No bid	\$19.00	\$175.00	\$16.00
c	White or Yellow, 12"	LF	\$25.00	No bid	No bid	\$20.00	No bid	\$21.00	\$201.00	\$22.00
d	White or Yellow, 18"	LF	\$30.00	No bid	No bid	\$25.00	No bid	\$21.00	\$201.00	\$32.00
e	White, 24"	LF	\$38.00	No bid	No bid	\$36.00	No bid	\$26.00	\$201.00	\$35.00
f	Message (Only; School; Merge; Ramp; U-Turn; etc.)	LF	\$950.00	No bid	No bid	\$550.00	No bid	\$715.00	\$201.00	\$938.00
g	Turn arrow	LF	\$450.00	No bid	No bid	\$350.00	No bid	\$425.00	\$201.00	\$394.00
130	Miscellaneous (Furnish and Install)									
a	Thermoplastic Rumble Strips (Index 518)	EA	\$1,500.00	No bid	No bid	\$550.00	No bid	\$390.00	\$42.00	\$844.00
b	9" Contrast tape	LF	\$60.00	No bid	No bid	\$6.00	No bid	\$2.30	\$10.00	\$20.00
c	Flexible Delineators (All Types)	EA	\$300.00	No bid	No bid	\$125.00	No bid	\$175.00	\$126.00	\$131.00
d	Fall Back Tape	LF	\$5.00	No bid	No bid	\$2.00	No bid	\$1.30	\$2.00	\$4.00
131	Items for FDOT and/or City approved Projects									
a	6" Solid White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$1.25	\$1.00
b	6" Solid White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.50	\$1.00	\$2.00
c	8" Solid Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.80	\$1.00	\$1.00
d	8" Solid White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$2.25	\$1.50	\$2.00
e	8" Solid Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$2.25	\$2.00	\$2.00
f	12" Solid White Paint	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$1.60	\$2.00	\$1.00
g	12" Solid White Thermoplastic	LF	\$6.00	No bid	No bid	\$6.00	No bid	\$4.10	\$2.10	\$3.00
h	18" Solid White Paint	LF	\$4.00	No bid	No bid	\$1.50	No bid	\$2.25	\$3.00	\$3.00
i	18" Solid White Thermoplastic	LF	\$9.00	No bid	No bid	\$7.50	No bid	\$5.00	\$3.00	\$4.00
j	24" Solid White Paint	LF	\$8.00	No bid	No bid	\$3.50	No bid	\$3.90	\$4.00	\$3.00
k	24" Solid White Thermoplastic	LF	\$15.00	No bid	No bid	\$9.00	No bid	\$8.75	\$4.00	\$7.00
l	6" Solid Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.55	\$1.50	\$1.00
m	6" Solid Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.50	\$1.00	\$1.00
n	18" Solid Yellow Paint	LF	\$5.00	No bid	No bid	\$1.50	No bid	\$2.30	\$3.00	\$3.00
o	18" Solid Yellow Thermoplastic	LF	\$10.00	No bid	No bid	\$7.50	No bid	\$5.00	\$3.00	\$5.00
p	2x4 Skips White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$3.70	\$1.00
q	2x4 Skips White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$4.00	\$1.00
r	6x10 Skips White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$6.00	\$1.00
s	6x10 Skips White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$6.00	\$1.00
t	10x30 Skips White Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$11.00	\$1.00
u	10x30 Skips White Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$11.00	\$2.00
v	2x4 Skips Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$5.00	\$1.00
w	2x4 Skips Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$5.00	\$2.00
x	6x10 Skips Yellow Paint	LF	\$2.00	No bid	No bid	\$1.00	No bid	\$0.60	\$6.00	\$1.00
y	6x10 Skips Yellow Thermoplastic	LF	\$3.00	No bid	No bid	\$2.00	No bid	\$1.65	\$6.00	\$2.00
z	Reflective pavement Markers	EA	\$10.00	No bid	No bid	\$10.00	No bid	\$6.50	\$11.00	\$7.00
aa	Directional Arrows Paint	EA	\$100.00	No bid	No bid	\$70.00	No bid	\$52.00	\$36.00	\$59.00
ab	Directional Arrows Thermo	EA	\$150.00	No bid	No bid	\$250.00	No bid	\$75.00	\$150.00	\$106.00
ac	Bike lane Symbol w/Arrows Cold Plastic	SETS	\$600.00	No bid	No bid	\$550.00	No bid	\$425.00	\$152.00	\$625.00
ad	Pavement Messages Paint	EA	\$300.00	No bid	No bid	\$125.00	No bid	\$195.00	\$25.00	\$103.00
ae	Reflective Paint - Island Nose - White	SY	\$65.00	No bid	No bid	\$8.00	No bid	\$1.00	\$1.00	\$34.00
ANNUAL ASPHALT MILLING AND PAVING										
132	Asphalt Paving, per 1-inch paving/overlay, Asphalt Type - SP9.5 Lev C or S III	TN	No bid	No bid	No bid	\$204.00	No bid	\$176.00	\$125.00	\$150.00
133	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity)	TN	No bid	No bid	No bid	\$500.00	No bid	\$421.00	\$200.00	\$200.00
134	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (20 ton to 50 ton)	TN	No bid	No bid	No bid	\$430.00	No bid	\$359.00	\$200.00	\$175.00
135	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton)	TN	No bid	No bid	No bid	\$262.00	No bid	\$238.00	\$200.00	\$165.00
136	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton)	TN	No bid	No bid	No bid	\$193.00	No bid	\$183.00	\$200.00	\$150.00
137	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity)	TN	No bid	No bid	No bid	\$500.00	No bid	\$422.00	\$215.00	\$250.00
138	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton)	TN	No bid	No bid	No bid	\$430.00	No bid	\$359.00	\$215.00	\$225.00
139	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton)	TN	No bid	No bid	No bid	\$260.00	No bid	\$238.00	\$215.00	\$200.00
140	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton)	TN	No bid	No bid	No bid	\$190.00	No bid	\$180.00	\$215.00	\$185.00
141	Miscellaneous Asphalt (placed by hand & compacted under Guardrail & misc. areas)	TN	No bid	No bid	No bid	\$1,000.00	No bid	\$884.25	\$215.00	\$300.00
142	Asphalt Treated Permeable Base Placed by Track paving Machine (Coarse aggregate stone # 57, asphalt Content 3.5 - 4.0%)(10)	TN	No bid	No bid	No bid	\$262.00	No bid	No bid	N/A	\$350.00
143	Asphalt Milling, per 1-inch mill; Including mobilization, TTC & all incidental work & equipment to include hauling off, stockpiling	PER DAY	No bid	No bid	No bid	\$10.00	No bid	\$5.00	\$5.00	\$25.00
144	MOT, Rental of Arrow Board, Electric	PER DAY	\$25.00	No bid	No bid	\$20.00	\$40.00	\$25.00	\$30.00	\$56.00
145	MOT, Rental of Message Boards, Electric	PER DAY	\$50.00	No bid	No bid	\$38.00	\$75.00	\$45.00		

AGREEMENT

This Agreement for Miscellaneous Public Works Projects (“Agreement”) is made as of the 4th day of February, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Johnson-Davis Inc.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of 604 Hillbrath Drive, Lantana, Florida 33462.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects (“CONTRACT”) to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on April 30, 2026, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to April 30, 2026 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later.

6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 PALM BEACH COUNTY IG: 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.

6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

6.15 Scrutinized Companies. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The

TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

8.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

8.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

8.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

8.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

8.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

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 newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- 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 an “unauthorized alien”;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

[intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.



[Corporate Seal]

**Johnson-Davis Inc., a corporation
authorized to do business in the State of
Florida**

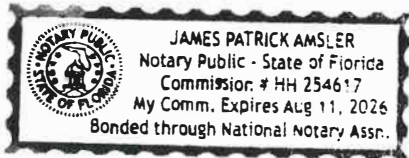
By: [Signature]
Print Name: William Clark Clifford Cayer
Title: VP

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of physical presence or ___ online notarization this 16TH day of JANUARY, 2025 by WILLIAM CAYER VP of JOHNSON-DAVIS INC., a 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, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Johnson-Davis Inc. to the same.

Notary Public

[Signature]
Print Name: Jim Ansler
My commission expires: 8-11-26



**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

AGREEMENT

This Agreement for Miscellaneous Public Works Projects ("Agreement") is made as of the 4 day of February, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation ("TOWN"), with its office located at 155-F Road, Loxahatchee Groves, Florida 33470, and **Flying Scot Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with a mailing address of 11924 Foresthill Blvd., #10A-386, Wellington, Florida 33414.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services ("SERVICES") for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects ("CONTRACT") to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;

- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives

and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

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6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

(a) Keep and maintain public records required by the TOWN to perform the service.

(b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.

(d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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6.15 Scrutinized Companies. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but

shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

8.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

8.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitor of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

84 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

85 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

86 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

9. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

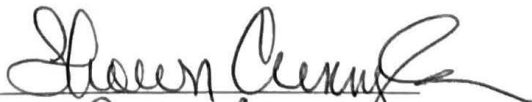
- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 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 an "unauthorized alien";
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

[intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**FLYING SCOT INC., a corporation
authorized to do business in the State of
Florida**

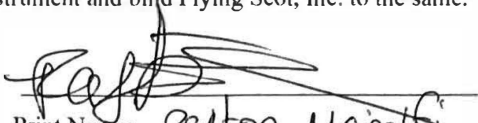
By: 
Print Name: Shawn Cunningham
Title: Vice President

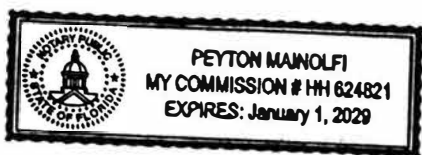
[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 21st day of January, 2025 by Shawn as owner of Flying Scot, Inc. a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Florida Driver License 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 Flying Scot, Inc. to the same.

Notary Public


Print Name: Peyton Mainolfi
My commission expires: January 1st 2029



TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney
8

AGREEMENT

This Agreement for Miscellaneous Public Works Projects (“Agreement”) is made as of the 4 day of February, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **D.S. Eakins Const. Corp.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of PO BOX 530185, Lake Park, Florida 33403.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects (“CONTRACT”) to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on September 30, 2027, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to September 30, 2027 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later.

6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 PALM BEACH COUNTY IG: 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.

6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

6.15 Scrutinized Companies. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

8.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this

Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

8.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

8.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

8.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

8.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

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 newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify

system to verify the work authorization status of all the subcontractors' newly hired employees;

- 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 an "unauthorized alien";
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

[intentionally left blank]

AGREEMENT

This Agreement for Miscellaneous Public Works Projects (“Agreement”) is made as of the 22nd day of January, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Saffold Paving, Inc.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of 2915 E Tamarind Ave., Suite #3, West Plam Beach, Florida 33401.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects (“CONTRACT”) to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on September 30, 2027, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to September 30, 2027 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later.

6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN’s custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN’s custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 PALM BEACH COUNTY IG: 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.

6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

6.15 Scrutinized Companies. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim,

without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

8.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000

combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

8.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

8.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

8.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

8.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

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 newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 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 an "unauthorized alien";

- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

[intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**SAFFOLD PAVING, INC., a corporation
authorized to do business in the State of
Florida**



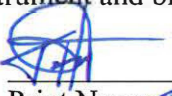
[Corporate Seal]

By: _____
Print Name: Ezra Saffold
Title: Operation Manager

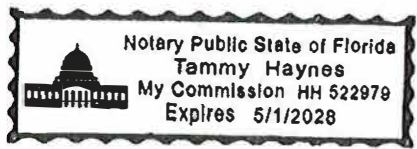
STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of physical presence or _____ online notarization this 22nd day of January, 2025 by Ezra Saffold as _____ of _____, a 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, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Saffold Paving, Inc. to the same.

Notary Public



Print Name: Tammy Haynes
My commission expires: 5/1/2028



**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

AGREEMENT

This Agreement for Miscellaneous Public Works Projects (“Agreement”) is made as of the 21st day of January, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Waypoint Contracting Inc.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of P.O. Box 558483, Miami, Florida 33255.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects (“CONTRACT”) to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on September 30, 2027, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to September 30, 2027 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later.

6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 PALM BEACH COUNTY IG: 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.

6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

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7. Indemnity.

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7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The

TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

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B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

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8.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

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- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- 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 an “unauthorized alien”;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

[intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

WAYPOINT CONTRACTING INC., a corporation authorized to do business in the State of Florida



[Corporate Seal]

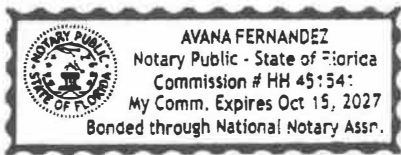
By: [Signature]
Print Name: Jorge Lopez
Title: President

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 21st day of January, 2025 by Jorge Lopez as President of Waypoint Contracting 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, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Waypoint Contracting Inc. to the same.

Notary Public

[Signature]
Print Name: Avana Fernandez
My commission expires: Oct. 15, 2027



TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

AGREEMENT

This Agreement for Miscellaneous Public Works Projects (“Agreement”) is made as of the 4 day of February, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **J W Cheatham LLC**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of 7396 Westport Place, West Palm Beach, Florida 33413.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects (“CONTRACT”) to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on September 30, 2027, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to September 30, 2027 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later.

6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 PALM BEACH COUNTY IG: 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.

6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

6.15 Scrutinized Companies. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The

TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

8.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

8.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

8.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

8.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

8.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

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 newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- 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 an “unauthorized alien”;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

[intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**J W CHEATHAM LLC, a corporation
authorized to do business in the State of
Florida**

[Corporate Seal]

By: Thomas P. Uhrig
Print Name: Thomas P. Uhrig
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 21 day of Jan, 2025 by Thomas P. Uhrig as President of J.W. Cheatham, LLC, a 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, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind J W Cheatham LLC to the same.

Notary Public



Print Name: _____
My commission expires: _____

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

AGREEMENT

This Agreement for Miscellaneous Public Works Projects (“Agreement”) is made as of the 4th day of February, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Hinterland Group Inc.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of 2051 West Blue Heron Blvd., Rivera Beach, Florida 33404.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform miscellaneous public work project services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Palm Beach Gardens, through a competitive procurement process for ITB No. 2024-160PS, awarded a contract for Miscellaneous Public Works Projects (“CONTRACT”) to multiple vendors, including CONTRACTOR, for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the 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 CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement; 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. The CONTRACT with the CONTRACTOR 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 CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform SERVICES as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

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6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on September 30, 2027, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to September 30, 2027 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later.

6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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6.15 Scrutinized Companies. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The

TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. Insurance.

8.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

8.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

8.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

8.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

8.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

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 newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- 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 an “unauthorized alien”;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

[intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**HINTERLAND GROUP, INC., a corporation
authorized to do business in the State of
Florida**



By: _____
Print Name: Chase Rogers
Title: COO

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of physical presence or _____ online notarization this 16 day of January, 2025 by Chase Rogers as COO of Hinterland Group Inc., a company authorized to do business in the State of Florida, and who is personally known to me or _____ who has produced the following _____ N/A as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Hinterland Group, Inc. to the same.

Notary Public



Print Name: Lori Guild
My commission expires: 08/09/2026

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

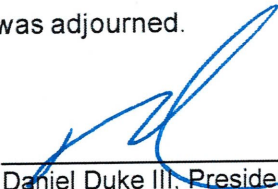
Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 20 day of JANUARY, 2025.

The President called the meeting to consider the following business: The authorization of Chase Rogers, Julie Gwinner, and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers, Julie Gwinner, and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

Dated: JANUARY 20, 2025

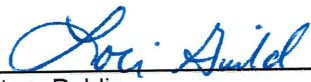


Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2025
by DANIEL DUKE III.



Notary Public



Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd., Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504



Town of Loxahatchee Groves

Item 11.

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

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine L. Ramaglia, Town Manager

DATE: February 4, 2025

SUBJECT: Approval of Resolution 2025-11 Local Mitigation Strategy

Background:

In 1999 Palm Beach County and its 37 municipalities formally adopted the Local Mitigation Strategy (LMS) in accordance with Federal Guidelines. The Federal Emergency Management Agency (FEMA) requires that all LMS programs revise their plans to ensure they are in compliance with current federal guidelines established in response to the Disaster Mitigation Act of 2000. The Disaster Mitigation Act of 2000 requires that participating LMS programs have plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans in order to qualify and receive future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters.

Palm Beach County revised their plan in 2004, 2009, 2014, and 2019. On April 15, 2008, Resolution 2008-006 was passed by the Town Council entering the Town in the Local Mitigation Strategy. On September 7, 2010, Resolution 2010-008 adopted the 2009 revisions. On January 20, 2015, Resolution 2015-07 adopted the 2014 revisions. On December 3, 2019, Resolution 2019-66 adopted the 2019 revisions.

On August 12, 2024, Palm Beach County's Division of Emergency Management was notified that LMS Plan update is compliant with Federal standards, subject to formal adoption by Palm Beach County and all 39 participating municipalities. The County formally adopted the plan on September 17, 2024.

The 2024 LMS Plan can be found on Palm Beach County's Public Safety- Emergency Management website at <https://discover.pbc.gov/publicsafety/dem/Sections/Planning-Local-Mitigation-Strategy.aspx>.

Recommendation:

Approval of Resolution 2025-11, Adopting the 2024 Palm Beach County Local Mitigation Strategy Plan

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-11**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE TOWN OF LOXAHATCHEE GROVES TO APPROVE AND ADOPT THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000 (“Mitigation Act”), was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters; and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, the Mitigation Act requires governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

Resolution No. 2025-11

WHEREAS, Palm Beach County, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from private sector and other members of the public, developed and revised the Local Mitigation Strategy (“LMS”); and

WHEREAS, the 2024 revised LMS has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency and adopted by the Palm Beach County Board of County Commissioners; and

WHEREAS, the LMS Steering Committee recommends the formal adoption of the 2024 Revised Local Mitigation Strategy, including planned future enhancements described therein, by the County and all participating municipalities; and

WHEREAS, Town Council has determined that adoption of the 2024 Revised Local Mitigation Strategy is a benefit to the Town 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 (“Town Council”) hereby approves and adopts the 2024 Revised Local Mitigation Strategy Plan in its entirety, as revised by the LMS Steering Committee as submitted to the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management and the Federal Emergency Management Agency.

Section 3. The Town Council authorizes the appropriate Town of Loxahatchee Groves elected officials, staff and consultants to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the 2024 Revised Local Mitigation Strategy Plan and

Resolution No. 2025-11

upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies as set out by the LMS.

Section 4. The Town of Loxahatchee Groves will continue to support and participate in the LMS planning and implementation process as required by the Federal Emergency Management Agency, the Florida Division of Emergency Management and the Palm Beach County LMS Steering Committee.

Section 5. The Town Council will consider incorporating climate change concerns, sea level rise and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and zoning codes.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF FEBRUARY 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Resolution No. 2025-11

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: February 04, 2025

SUBJECT: *Resolution No. 2025-13 – Local Gas Tax*

Background:

The Town of Loxahatchee Groves has historically received a portion of the six-cent local option fuel tax (“Gas Tax”) collected by Palm Beach County. These funds are allocated to municipalities within the County to support roadway and public transportation expenditures.

Palm Beach County’s existing Gas Tax Ordinance is set to expire on August 31, 2025. To comply with statutory requirements and reestablish the Gas Tax, the County must enter into an interlocal agreement with municipalities representing a majority of the incorporated population.

The County has proposed an **Interlocal Agreement to Redetermine, Re-Adopt, and Ratify the Existing Distribution Formula for the Six-Cent Local Option Fuel Tax**. This agreement maintains the current allocation formula and ensures the continued distribution of Gas Tax revenues to the Town. Approval of this agreement by the Town Council will allow the Town Manager to execute the agreement with the County.

Recommendation:

Staff recommends that the Town Council approve *Resolution No. 2025-13*, authorizing the Town to enter into an interlocal agreement with Palm Beach County to ensure the continued distribution of the six-cent local option fuel tax.

RESOLUTION NO. 2025-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (“Town”) has historically received a share of the six-cent local option gas tax revenues (“Gas Tax”) collected by Palm Beach County (“County”) for roadway and public transportation expenditures; and

WHEREAS, the County’s Gas Tax Ordinance is set to expire on August 31, 2025; and

WHEREAS, in order to meet the statutory requirements to reestablish the County’s Gas Tax, the County must enter into an interlocal agreement with a majority of the population residing within the incorporated area of the County; and

WHEREAS, the County has proposed entering into an Interlocal Agreement to Redetermine, Re-Adopt and Ratify Existing Distribution Formula for Six (6) Cent Local Option Fuel Tax, attached hereto as Exhibit “A” (“Agreement”), relating to the reestablishment and distribution of the Gas Tax; and

WHEREAS, the Town Council desires to approve the Agreement and authorize the Town Manager to execute the Agreement with the County relating to the reestablishment and distribution of the Gas Tax, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Council has determined that entering into the Agreement with Palm Beach County serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with Palm Beach County, in substantially the form attached hereto as Exhibit “A.” The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF FEBRUARY 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX

THIS INTERLOCAL AGREEMENT is dated, made, and entered into on this 4th day of February 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Town of Loxahatchee Groves, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY,.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

Section 1: This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevel the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevel the TAX, this Interlocal Agreement shall be null and void.

Section 2: The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE releveling the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE, this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

Section 3:

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on

lane miles located within the MUNICIPALITY (and for all other municipalities eligible to participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.

Exhibit A attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.
 - a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.
 - b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.
2. In the subsequent fiscal years after the first full fiscal year following incorporation

of the new municipality:

- a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.
- b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.
- c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

Section 4: This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

Section 5: The COUNTY and the MUNICIPALITY agree to meet every two (2) years to evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

Section 6: Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

Section 7: This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

Section 8: The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

Section 9: To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

Section 10: This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

Section 11: Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

Section 12: Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested,

to:

For the COUNTY:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County
County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County Lague of Cities, Inc.
301 North Olive Avenue, 10th Floor
P.O. Box 1989 – Government Center
West Palm Beach, Florida 33402
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.
Attorneys for the Palm Beach County Lague of Cities, Inc.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

Section 13: The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 14: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in

this Interlocal Agreement or as may otherwise exist in law or equity.

Section 15: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

Section 16: In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.

Section 17: The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of

the population of the incorporated areas of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: _____

By: _____

Municipal Clerk

Mayor

(SEAL)

ATTEST:

PALM

BEACH COUNTY, FLORIDA BY
ITS BOARD OF COMMISSIONERS

By: _____

By: _____

County Clerk

Mayor

(SEAL)

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

By: _____

County Attorney

County Engineer

Exhibit A
APPLICATION OF MUNICIPAL SHARE FORMULA
33.4352% (TOTAL MUNICIPAL SHARE)
6 Cent Gas Tax

City	Street Lane Miles	Alley Lane Miles	Total Municipal Lane Miles	Percent of Municipal Lane Miles	2023 BEBR Population	Percent of Municipal Population	Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA)	Pro Rata Share of TOTAL MUNICIPAL SHARE
				Value "A"		Value "B"		
Atlantis	26.800	0.000	26.800	0.699%	2,147	0.249%	0.56395%	0.18856%
Belle Glade	106.999	0.000	106.999	2.790%	17,286	2.006%	2.55498%	0.85426%
Boca Raton	480.522	0.000	480.522	12.530%	100,491	11.664%	12.27022%	4.10257%
Boynton Beach	244.312	2.142	246.454	6.427%	82,208	9.542%	7.36110%	2.46120%
Briny Breezes	0.528	0.000	0.528	0.014%	500	0.058%	0.02705%	0.00904%
Cloud Lake	1.599	0.000	1.599	0.042%	140	0.016%	0.03406%	0.01139%
Delray Beach	298.454	14.251	312.705	8.154%	67,213	7.801%	8.04826%	2.69095%
Glen Ridge	3.496	0.000	3.496	0.091%	215	0.025%	0.07130%	0.02384%
Golf	10.555	0.000	10.555	0.275%	281	0.033%	0.20245%	0.06769%
Greenacres	49.264	0.000	49.264	1.285%	45,476	5.278%	2.48272%	0.83010%
Gulf Stream	8.882	0.000	8.882	0.232%	959	0.111%	0.19552%	0.06537%
Haverhill	14.447	0.000	14.447	0.377%	2,193	0.255%	0.34007%	0.11370%
Highland Beach	2.516	0.000	2.516	0.066%	4,303	0.499%	0.19576%	0.06545%
Hypoluxo	0.000	0.000	0.000	0.000%	2,687	0.312%	0.09356%	0.03128%
Juno Beach	10.166	0.157	10.323	0.269%	3,883	0.451%	0.32364%	0.10821%
Jupiter	308.473	2.155	310.628	8.100%	61,333	7.119%	7.80560%	2.60982%
Jupiter Inlet Colony	5.455	0.000	5.455	0.142%	400	0.046%	0.11350%	0.03795%
Lake Clarke Shores	25.658	0.000	25.658	0.669%	3,556	0.413%	0.59216%	0.19799%
Lake Park	60.089	1.231	61.320	1.599%	9,025	1.048%	1.43354%	0.47931%
Lake Worth Beach	205.897	0.500	206.397	5.382%	43,432	5.041%	5.27973%	1.76529%
Lantana	63.141	4.052	67.193	1.752%	12,244	1.421%	1.65283%	0.55263%
Loxahatchee Groves	109.934	0.000	109.934	2.867%	3,373	0.391%	2.12410%	0.71020%
Manalapan	4.896	0.000	4.896	0.128%	420	0.049%	0.10399%	0.03477%
Mangonia Park	16.637	0.000	16.637	0.434%	2,369	0.275%	0.38617%	0.12912%
North Palm Beach	58.853	4.532	63.385	1.653%	13,145	1.526%	1.61470%	0.53988%
Ocean Ridge	13.260	0.000	13.260	0.346%	1,830	0.212%	0.30576%	0.10223%
Pahokee	43.880	0.249	44.129	1.151%	5,607	0.651%	1.00073%	0.33460%
Palm Beach	84.546	1.324	85.870	2.239%	9,207	1.069%	1.88800%	0.63125%
Palm Beach Gardens	151.491	4.628	156.119	4.071%	61,517	7.140%	4.99173%	1.66899%
Palm Beach Shores	9.833	0.000	9.833	0.256%	1,309	0.152%	0.22506%	0.07525%
Palm Springs	77.160	0.000	77.160	2.012%	27,167	3.153%	2.35439%	0.78719%
Riviera Beach	162.863	0.505	163.368	4.260%	38,795	4.503%	4.33285%	1.44870%
Royal Palm Beach	152.059	0.000	152.059	3.965%	40,299	4.677%	4.17880%	1.39719%
South Bay	25.240	0.000	25.240	0.658%	4,958	0.575%	0.63335%	0.21176%
South Palm Beach	0.000	0.000	0.000	0.000%	1,469	0.171%	0.05115%	0.01710%
Tequesta	44.689	0.189	44.878	1.170%	6,179	0.717%	1.03432%	0.34583%
Wellington	382.394	0.000	382.394	9.971%	61,788	7.172%	9.13141%	3.05310%
West Palm Beach	503.170	30.870	534.040	13.926%	122,157	14.179%	14.00151%	4.68143%
TOTAL	3768.158	66.785	3834.943	100%	861,561	100%	100%	33.4352%

** Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not included in this summary

Calculation Legend:
 Value "A" = Individual municipality's percentage of total municipal lane miles
 Value "B" = Individual municipality's percentage of total municipal population
 Value "C" = 70% of Value "A" + 30% of Value "B"
 Value "D" = Value "C" x 33.4352 Municipal Split

Example for a hypothetical new municipality with a population of 40,000

2024 Distribution Formula:

County Share	66.5648%
Municipalities' <u>TOTAL MUNICIPAL SHARE</u>	33.4352%

2024 Total Municipal Population = 861,561

New Municipality's 1st full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Valerie Oakes, Town Clerk
DATE: February 4, 2025
SUBJECT: Approval of Minutes

For your review and consideration are the minutes of the Town Council meetings as follows:

- December 3, 2025 – Community Discussion Meeting
- December 3, 2025 – Regular Meeting
- January 7, 2025 – Community Discussion Meeting
- January 7, 2025 – Regular Meeting

Recommendation:

Approve on Consent.



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL
33470
Tuesday, December 03, 2024

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:00 p.m.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Gallant Richard Gallant, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities) and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Cassie Suchy to provide a public comment on behalf of Jane Cleveland, which was read into the record which expressed concerns regarding two notices she

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received related to the Business Tax Receipt (BTR). Town Manager Ramaglia explained that the Business Tax Receipt (BTR) Ordinance was adopted by the Town in 2018, utilizing the same exemptions as those applied by the State of Florida, clarifying that individuals who receive a BTR notice have the option to file for an exemption at no cost. It was noted that bona fide agricultural businesses are eligible to apply for an exemption and that the Town of Loxahatchee Groves does not conduct audits of the exemptions filed.

Councilmember Danowski brought it to the council and staff's attention that a local realtor's client had been charged \$250 for a review after submitting an exemption. Town Manager Ramaglia stated that she was not fully aware of the specific circumstances and would review the matter, clarifying that the charge might have been related to a zoning confirmation, which typically costs \$100 rather than a Business Tax Receipt (BTR) review. Councilmember Danowski asked about the formal structure of the BTR process and its procedures. Town Manager Ramaglia explained that the process had been formalized and aligned with state law as outlined in the ordinance. Mayor Kane clarified Councilmember Danowski's request for information regarding the content of the BTR notice and whether a step-by-step guide was included. Town Manager Ramaglia explained that multiple forms had been created to accommodate different BTR categories, aiming to simplify the process for business owners. It was further explained that the backend process involving the GOV Easy system generated notices and emails containing helpful links

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and information about updating or renewing a BTR, as well as details about exemptions. It was emphasized that the rules for exemptions had been defined by the State of Florida and not by the Town.

Katie Lakeman inquired about a grading schedule. Public Works Director Gallant stated that schedule is posted on the Town’s website. Mayor Kane directed Public Works Director Gallant to ensure Lakeman’s road is included in the schedule, resolve the issue, and ensure the schedule is advertised.

Doug Schaper referred to an event on Hyde Park and questioned why the Town did not require the organizers to apply for a permit. Mayor Kane explained that Special Event Permits are required for events meeting specific criteria and that the Town assesses public health and safety issues during the permitting process. She stated she was unaware of the event. Town Manager Ramaglia explained she first learned of the event on the day it occurred during a meeting with a council member. After inquiries, Town staff found no prior communication regarding the event. A neighbor had sent a flyer to staff, prompting concerns about potential attendance, parking, and noise. However, upon review, the event was determined to be a private gathering with about 30 attendees. It occurred from 4:30 P.M. to 9:30 P.M., with no music, street parking issues, or other disturbances. It did not meet the criteria for requiring a Special Event Permit. Mr. Schaper commented that Councilmember Danowski had taken precautions to protect her property and prevent parking

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on the swale. Town Manager Ramaglia noted that neighbors in the area had also taken similar precautions, such as putting up "no parking" signs, which she appreciated, as street parking is prohibited in the Town. Mr. Schaper stated that the property in question had become a nuisance and a disruption to the neighborhood. Town Manager Ramaglia provided an update on the property, explaining that it was under Code Enforcement review and that the Town was in the initial stages of foreclosure proceedings in accordance with the Town's Foreclosure Policy. Mr. Schaper also mentioned that the property was a non-registered agricultural property.

Councilmember Robert Shorr asked for an overview of the special events permit process. Town Manager Ramaglia explained the three levels of special events permits, with Level C being the simplest and requiring approval from the Town Manager's office for one-day events. The Manager outlined requirements such as a 30-day notice, limitations for agritourism events, inspections by the Fire Marshal, proper bathroom facilities, parking guidelines, and road-use approvals by the Town and PBSO. A stop work order had been issued to the property on Hyde Park and that the Town was assessing any applicable fines. Project Coordinator Kurtz clarified that open Code Enforcement cases are typically not discussed during Town Council meetings. Councilmember Maniglia encouraged residents to proactively report events of significant size that may require a special event application and permit.

Paul Coleman inquired about the status of Business Tax Receipt (BTR) notices.

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Town Manager Ramaglia explained the process and the requirements under state statute. Coleman followed up with questions about the Agricultural Business Exemption. Town Manager Ramaglia clarified that not all nurseries qualify for exemptions, explaining the definition of "bona fide agriculture" and the distinctions between qualifying and non-qualifying businesses. Mayor Kane supported the clarification, and Councilmember Danowski asked whether exemptions were automatic or required a formal request, raising concerns about the legality of the process. Town Manager Ramaglia elaborated on agritourism and agricultural business definitions under the law and noted that determining bona fide agriculture status cannot rely solely on property appraiser data. She detailed the exemption process and the use of BTR funds, which Councilmember Maniglia had inquired about. Councilmember Maniglia also referenced a letter read earlier by Cassie Suchy.

Brian McNiel raised concerns about life safety and traffic issues, citing challenges for pedestrians, including an elderly woman navigating "B" Road and proposed safety improvements, such as enhancements near Publix and distributing reflective vests. Public Works Director Gallant responded, highlighting efforts with Groves Towne Center to revise traffic patterns and a \$70,000 budget for pedestrian crossing projects. He noted that installations covering four of six roads were set to begin in January.

ADJOURNMENT:

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Mayor Kane adjourned the community meeting at 6:43 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL REGULAR MEETING MINUTES

TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL

33470

Tuesday, December 03, 2024

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:43 p.m.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Gallant Richard Gallant, Project Coordinator Jeff Kurtz, Town’s Planning Consultant Kaitlyn Forbes (of Complete Cities) and Town Clerk Valerie Oakes were present.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

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Mayor Kane led the Pledge of Allegiance followed by a moment of silence for the fallen Palm Beach County Sherriff's officers.

ADDITIONS, DELETIONS AND MODIFICATIONS:

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

Coordinator Kurtz requested to move agenda item no. 8 to the end of the meeting and to remove agenda item no. 9 from the agenda.

**MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA
 MOVED TO APPROVE THE AGENDA AS MODIFIED. MOTION
 PASSED UNANIMOUSLY (5-0).**

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Doug Schaper questioned the correspondence that was sent to the Town Manager and members of the Town Council to provide notification of an event.

PRESENTATIONS

- 1. Presentation of Proclamation for Neighbors Helping Neighbors Initiative:**

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Town Clerk Oakes Clerk read into the record the Proclamation.

PUBLIC HEARING

Mayor Kane opened the public hearing at 6:52 p.m.

- 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.

Town Clerk Oakes Clerk read into the record the title of *Ordinance No. 2024-09*.

The Town Council disclosed ex-parte communication with the project's representatives.

Matthew Barnes, Senior Project Manager, WGI, provided a presentation on the project.

Public comments from Cassie Suchy and Paul Coleman.

Town Council discussion ensued.

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MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-09 ON FIRST READING WITH THE MODIFICATION TO “UP TO 81 LODGING UNITS”. MOTION PASSED UNANIMOUSLY (5-0).

- 3. Approval of Ordinance No. 2024-17 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. CONSENT AGENDA:**

Town Clerk Oakes Clerk read into the record the title of *Ordinance No. 2024-17*.

Project Coordinator Kurtz introduced the item.

Public comments from Cassie Suchy and Paul Coleman.

Town Council discussion ensued.

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MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER DANOWSKI
 MOVED TO TABLE ORDINANCE NO. 2024-17 UNTIL JANUARY
 7, 2025. MOTION FAILED (2-3, Mayor Kane, Vice Mayor
 Herzog and Councilmember Maniglia dissenting).

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
 MOVED TO APPROVE ORDINANCE NO. 2024-17 MOTION
 PASSED (3-2, Councilmember Danowski and
 Councilmember Shorr dissenting).

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

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AND FOR OTHER PURPOSES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Town Clerk Oakes Clerk read into the record the title of *Ordinance No. 2024-15*.

The Town Council disclosed ex-parte communication with the representatives of Redspeed, except for Councilmember Maniglia who did not attend a one-on-one meeting.

Project Coordinator Kurtz introduced the item.

Public comment from Paul Coleman.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE ORDINANCE NO. 2024-15 ON
SECOND READING. MOTION PASSED UNANIMOUSLY (5-
0).**

CONSENT

By consensus, the Town Council approved Consent Agenda Items No. 6 & 7 and pulled Items No. 5 & 10 for further discussion.

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- 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.

THIS ITEM WAS PULLED FROM THE CONSENT AGENDA AND DISCUSSED AFTER ITEM NO. 8.

By consensus, this item was moved to January 7, 2025, Town Council Regular meeting.

- 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.

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By consensus, **Resolution No. 2024-87** was approved on the Consent Agenda.

- 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.

By consensus, **Resolution No. 2024-88** was approved on the Consent Agenda.

- 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.

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THIS ITEM WAS PULLED FROM THE CONSENT AGENDA AND DISCUSSED AFTER ITEM NO. 15.

Councilmember Danowski filed Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers with the Town Clerk and vacated the chambers. [Attached to the Minutes as Exhibit A.]

Public comment from Doug Schaper.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2024-90 AND REACHING OUT ALL RESIDENTS REGARDING THE FINAL PRODUCT OF THE PARK AND THE PROJECT PRIOR TO COMMENCING. MOTION PASSED UANINMOUSLY (4-0).

Town Manager Ramaglia clarified that reaching out to residents would commence prior to the reforesting of the project. **By consensus, the Town Council agreed.**

9. Approval of Resolution No. 2024-91: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA

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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.

THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA.

- 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.

THIS ITEM WAS PULLED FROM THE CONSENT AGENDA AND DISCUSSED AFTER ITEM NO. 5.

Town Clerk Oakes Clerk read into the record the title of *Resolution No. 2024-92*.

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MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2024-92. MOTION PASSED UNANIMOUSLY (5-0).

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

Mayor Kane recessed the Town Council meeting and called to order the Dependent Water Control District meeting at 7:55 p.m.

DISTRICT'S CONSENT AGENDA

- 11.** Recommendation to Approve **Ordinance No. 2024-16** to the Town Council (Corresponding Companion agenda item number 15).

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE MAKING THE RECOMMENDATION OF APPROVAL FOR ORDINANCE NO. 2024-16 TO THE TOWN COUNCIL. MOTION PASSED (3-2, Councilmember Danowski and Councilmember Shorr dissenting).

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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.

Town Clerk Oakes Clerk read into the record the title of *Resolution No. 2024-DD06*.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE MAKING THE RECOMMENDATION OF APPROVAL FOR ORDINANCE NO. 2024-16 TO THE TOWN COUNCIL. MOTION PASSED (3-2, Councilmember Danowski and Councilmember Shorr dissenting).

December 03, 2024

DISTRICT'S REGULAR AGENDA - PUBLIC HEARING

Mayor Kane opened the 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.

Town Clerk Oakes Clerk read into the record the title of *Resolution No. 2024-DD07*.

Public comment from Cassie Suchy.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-DD07.
MOTION PASSED (4-1, Councilmember Shorr**

December 03, 2024

dissenting).

RECONVENE TOWN COUNCIL MEETING

Mayor Kane reconvened the Town Council Meeting at 8:17 p.m.

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.

Town Clerk Oakes Clerk read into the record the title of *Resolution No. 2024-78*.

The Town Council disclosed ex-parte communication with the representatives of Redspeed, except for Councilmember Maniglia who did not attend a one-on-one meeting.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG

December 03, 2024

MOVED TO APPROVE RESOLUTION NO. 2024-78.

MOTION PASSED UNANIMOUSLY (5-0).

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.

Town Clerk Oakes Clerk read into the record the title of *Ordinance No. 2024-16*.

Project Coordinator Kurtz introduced the item.

Public comments from Cassie Suchy and Paul Coleman.

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Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO BRING BACK ORDINANCE NO. 2024-16 WITH
MODIFICATIONS FOR FIRST READING AT THE JANUARY
7, 2025, TOWN COUNCIL MEETING. MOTION PASSED
UNANIMOUSLY (5-0).**

Mayor Kane called for a recess and reconvened the meeting at 9:07 p.m.

DISCUSSION

16. Discussion of Capital Projects Status and Timelines

Project Coordinator Kurtz provided the status and timelines of the Capital Projects.

17. Discussion on Road & Drainage Update

Public Works Director Gallant provided the Road & Drainage update.

18. Discussion of "No Through Truck" Ordinance

Public Works Director Gallant introduced the item.

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**MOTION: COUNCILMEMBER DANOWSKI/VICE MAYOR HERZOG
 MOVED TO EXTEND THE MEETING AT 10:15 P.M.
 MOTION PASSED UNANIMOUSLY (4-0).** *Councilmember
 Maniglia was not present during the motion.

19. Discussion of Cost Sharing Program

Project Coordinator Kurtz introduced the item.

Town Council discussion ensued where general direction was provided to incorporate in the Cost Sharing Program.

20. Discussion on Future Agenda Items

Town Manager Ramaglia provided an overview of the timeline of future agenda items.

**MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA
 MOVED TO EXTEND THE MEETING AT 10:35 P.M.
 MOTION PASSED UNANIMOUSLY (5-0).**

TOWN STAFF COMMENTS

Town Manager reported on grants and the holiday parade.

December 03, 2024

Town Attorney had no report.

Public Works Director Gallant reported that the Vice Mayor and he attended the funeral service for the fallen deputies.

Town Clerk reported that the Gratitude Baskets will be distributed on December 13th.

TOWN COUNCIL COMMENTS

Councilmember Phillis Maniglia requested that staff send a letter in objection to the extension of Okeechobee Blvd.

Councilmember Laura Danowski wished everyone a happy holiday.

Councilmember Robert Shorr questioned the end of the culverts being chopped down to the dirt. Whether riprap or rocks could be placed along the canal bank for prevention. Public Works Director Gallant stated that this issue will be addressed in the Standards Policy that is being drafted. Councilmember Robert Shorr questioned if it was a Solar Sport HOA issue or a Town issue

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regarding a vehicle parked on the landscaping. Town Manager Ramaglia explained that the Town issued a Notice of Violation on October 7th.

Vice Mayor Margaret Herzog reported that she would be attending the PBC League of Cities Annual Barbeque; expressed concerns over the corner turn and potholes; announced that the Fire Department is fixing their western driveway; and stated that the planters on Okeechobee with banners have been cleaned, however, permission is required to give them to the Town; and requested that 'No Net Fishing' signs be installed.

Mayor Anita Kane recited her experience with a Town resident, who had expressed their thoughts on the equestrian community, and announced that a Forestry Grant for \$7,500.00 was approved for educational opportunities.

By consensus, the Town Council agreed to send a letter in objection to the extension of Okeechobee Blvd.

ADJOURNMENT

There being no further business before the Council, Councilmember Shorr moved to adjourn the meeting at 11:01 PM, which was seconded by Vice Mayor Herzog and passed unanimously (5-0).

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**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>DANOWSKI, Laura Jean</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Town Council, Loxahatchee Groves</i>	
MAILING ADDRESS <i>1032 E Road</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY <i>Loxahatchee Groves, FL 33470</i>	COUNTY <i>Palm Beach</i>	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <i>December 3, 2024.</i>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Laura Danowski, hereby disclose that on December 3, 2024:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I own property on Hyde Park, Rd.



By: V. Daker, Town Clerk

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

December 3, 2024
Date Filed

Laura J. Danowski
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL
33470**

Tuesday, January 07, 2025

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:00 p.m.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog (attended via Zoom), Councilmember Laura Danowski, Councilmember Phillis Maniglia (arrived at 6:05 p.m.), Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Gallant Richard Gallant, and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

January 07, 2025

There were no comments from the public.

Councilmember Danowski received phone calls regarding a letter from the Town regarding requiring a 10-foot site triangle for driveways that intersect a roadway, which provided concern related to existing trees specifically those encroaching on another property. Town Attorney Torcivia explained that the responsibility is with the property owner where the trees are located, which is who would be cited. Town Manager Ramaglia specified that the letter was mailed out on December 3, 2024, however, there was an issue with the mailing; therefore, this will not be enforced until February 2025.

Mayor Kane questioned when the code regarding recreational vehicles would be enforced. Town Manager Ramaglia responded in February 2025.

Councilmember Shorr questioned if the FDA forms were online. Town Manager Ramaglia stated that some minor changes to the forms have not yet been integrated into the new online program. Furthermore, the goal is to have one location for permit-related forms.

Vice Mayor Herzog raised concerns over late mail delivery and asked that staff inquire about the issue.

ADJOURNMENT:

Mayor Kane adjourned the community meeting at 6:16 p.m.

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**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4



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

Tuesday, January 07, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:30 p.m.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog (attended via Zoom), Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Gallant Richard Gallant, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities) and Town Clerk Valerie Oakes were present.

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PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment for President Jimmy Carter, who passed away on December 29, 2024.

AGENDA APPROVAL - ADDITIONS, DELETIONS AND MODIFICATIONS:

Mayor Kane called for any additions, deletions, modifications, or approval of the agenda. Town Clerk Oakes requested to remove item no.5 from the agenda.

**MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA
MOVED TO APPROVE THE AGENDA WITH MODIFICATION
TO REMOVE ITEM NO. 5. MOTION PASSED
UNANIMOUSLY (5-0).**

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS:

Todd McLendon raised his concern with the expansion of Okeechobee Boulevard and asked if there are alternative means for eastbound traffic.

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Councilmember Maniglia attended a meeting presented by Palm Beach County Commission Sara Baxter. Arden community members offered the option to open a road across the canal and divert the traffic onto 50th Street North. Councilmember Danowski recited a letter from 2020 from David Ricks, PBC Engineer, addressed to Jamie Titcomb, former Town Manager, as follows "Okeechobee Boulevard within the Town's limits is being maintained by Palm Beach County. Therefore, Palm Beach County has the ultimate authority on the widening and extension of this road pursuant to F.S. 336.02". Mayor Kane informed that this item has been on the Treasure Planning Agency for 40 years and has been removed twice. Additionally, will be requesting to change Okeechobee Boulevard to its original name of Middle Road. Also, recognized former Commissioner McKinley, who was in the audience.

PRESENTATIONS

1. PRESENTATION ON MGO SOFTWARE ROLLOUT AND UPDATE:

Gina Lawrence-Halpern, Software Specialist, provided an update regarding the My Government Online (MGO) software rollout and announced that the program would be live on Monday, January 13, 2025.

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

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Charisma Adams, director of Economic Development and representative of Congresswoman Cherfilus-McCormick provided an overview of the legislative process, including key legislative initiatives, upcoming appropriations, and any critical bills affecting local governance, infrastructure, and community development.

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

Mayor Kane congratulated Mr. Book on his nomination for a Nobel Peace Prize.

Ronald L. Book, Town's Lobbyist, provided an update on legislative efforts for the Town regarding appropriations, the state legislative session schedule, and the proposed 2025 legislative priorities.

PUBLIC HEARING

- 4. APPROVAL OF ORDINANCE NO. 2024-10 ON FIRST READING:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD

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CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL;
PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-10 into the record on First Reading.

All members of the Town Council disclosed ex-parte meetings with the applicant.

Kaitlyn Forbes, Complete Cities Planning Group (Town's Planner), provided a presentation to introduce the project, which is the master plan amendment that includes the previously approved conditions of approval [see exhibit A]. Last month, the Town Council heard on first reading a request to amend the Groves at Town Center special policy as it relates to the comprehensive plan, which is a master plan amendment. Upon second reading of the comprehensive plan text amendment and the rezoning ordinance, the applicant will bring forward the corresponding site plans for the hotel and the public park/open space project. Staff is recommending approval of the project with a modification per the request of the Town's legal counsel as it relates to the third condition of approval as such "…based on the projected increased traffic and impact on traffic circulation generated as a result of the conversion to hotel use".

Town Council discussion ensued regarding the pork chop design and other median design options. Mayor Kane requested that legal counsel opine on who is the responsible party for replacing the pork chop. Town Attorney Torcivia stated that the Town's Planner could add a condition that it is the developer's responsibility.

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Brian Seymour of Gunster, Attorneys at Law, requested that the Town Council allow the applicant time to review and address the concerns during the second reading of the ordinance.

Public Comments:

Todd McLendon, Planning & Zoning Board Member, also met with the applicant and noted the improvements to reduce the building height, the proactive measures addressing traffic issues, lighting, and rural architectural features. Mr. McLendon expressed his disappointment with the conservation being reduced from 5 acres to 4.16 acres.

Jo Siciliano suggested conducting a traffic study for B Road.

Applicant Presentation:

Matthew Barnes, Senior Project Manager, WGI, provided a presentation on the project [see exhibit B].

Town Council discussion ensued regarding the preservation of the tree hammock. Mayor Kane notified the applicant to be prepared to provide an alternative in an effort to preserve the hammock.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
 MOVED TO APPROVE ORDINANCE NO. 2024-10 ON FIRST
 READING SUBJECT TO THE CONDITIONS OF APPROVAL
 NOTED IN THE STAFF REPORT. MOTION PASSED (3-2**

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WITH DANOWSKI AND SHORR DISSENTING).

CONSENT AGENDA

Councilmember Shorr requested to pull Item No. 9 from the Consent Agenda for further discussion.

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

ITEM WAS REMOVED FROM THE AGENDA.

- 6. APPROVAL ON RESOLUTION NO. 2025-02:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC FOR PATHWAY & MINOR CONSTRUCTION SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE

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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.

MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER DANOWSKI MOVED TO APPROVE RESOLUTION NO. 2025-02 ON CONSENT. MOTION PASSED UNANIMOUSLY (5-0).

7. APPROVAL ON RESOLUTION NO. 2025-03: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR 2025 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER DANOWSKI MOVED TO APPROVE RESOLUTION NO. 2025-03 ON CONSENT. MOTION PASSED UNANIMOUSLY (5-0).

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

MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER DANOWSKI MOVED TO APPROVE RESOLUTION NO. 2025-08 ON CONSENT. MOTION PASSED UNANIMOUSLY (5-0).

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

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ITEM WAS PULLED FROM THE CONSENT AGENDA FOR FURTHER DISCUSSION.

Town Manager Ramaglia explained that every year prior the Mayor and Vice Mayor are identified as the main spokesperson when attending Tallahassee. The resolution only formalizes what has been the practice over the years.

Town Council discussion ensued regarding restriction of speech for the remaining councilmembers.

Town Attorney Torcivia clarified that the resolution is a detailed version of the charter's provision that names the Mayor as the Ceremonial Head, which does not restrict other councilmembers from speaking.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-05 TO FORMALIZE THE DESIGNATION OF THE MAYOR OR THE MAYOR'S ALTERNATIVE AS THE TOWN'S SPOKESMAN ON LEGISLATIVE AND BUDGETARY MATTERS. MOTION PASSED (3-2 WITH DANOWSKI AND SHORR DISSENTING).

10. APPROVAL TO WAIVE THE ADDRESS ASSIGNMENT APPLICATION FEE.

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MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER DANOWSKI MOVED TO APPROVE TO WAIVE THE ADDRESS ASSIGNMENT APPLICATION FEE ON CONSENT. MOTION PASSED UNANIMOUSLY (5-0).

DISCUSSION

11. DISCUSSION ON HELICOPTER LANDINGS IN TOWN.

Town Manager Ramaglia stated that there have been several residents who have landed their helicopters, and it was questioned if it is permissible. Project Coordinator Kurtz identified that the Federal Aviation Administration (FAA) allows for emergency landings without having a designated site. Under the State of Florida requirements, for non-emergency landings, the site must be approved by the State. Currently,

January 07, 2025

the code does not provide language relating to the matter, therefore, it is prohibited. Staff are requesting Town Council direction to adopt language pertaining to helicopter landings.

By consensus, the Town Council agreed to prohibit helicopter landings.

12. DISCUSSION ON ROADWAY AND DRAINAGE.

Public Works Director Gallant presented the monthly report.

REGULAR AGENDA

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

Mayor Kane recessed the Town Council meeting and called to order the Dependent Water Control District meeting at 9:03 p.m.

DISTRICT'S REGULAR AGENDA

13. DISTRICT ANNUAL LANDOWNER'S MEETING

January 07, 2025

A. Approval of Resolution No. 2025-DD01 to Appoint the District Administrator

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO APPROVE RESOLUTION NO. 2025-DD01.
MOTION PASSED (4-1 with DANOWSKI DISSENTING).**

B. Approval of Resolution No. 2025-DD02 to Appoint the District Engineer

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO APPROVE RESOLUTION NO. 2025-DD02
WITH MODIFICATION TO INSERT THE TITLE OF PUBLIC
WORKS DIRECTOR INSTEAD OF THE NAME OF THE
CURRENT DIRECTOR. MOTION PASSED UNANIMOUSLY
(5-0).**

C. Approval of Resolution No. 2025-DD03 to Appoint the District Calendar

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG

January 07, 2025

MOVED TO APPROVE RESOLUTION NO. 2025-DD03 WITH MODIFICATION TO RESCHEDULE THE MARCH 4, 2025 DISTRICT MEETING TO MARCH 18, 2025. MOTION PASSED UNANIMOUSLY (5-0).

D. Report of District Works Improvement for the 2024 Calendar Year

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO RECEIVE AND FILE THE REPORT. MOTION PASSED UNANIMOUSLY (5-0).

RECONVENE TOWN COUNCIL MEETING

Mayor Kane recessed the Dependent Water Control District meeting and called to order the Town Council meeting at 9:32 p.m.

14. JANUARY 2025 CALENDAR

Town Manager Ramaglia announced that the RETGAC will be meeting on January 23, 2025, at 6:00 p.m. to discuss the trail grant and the draft roadway standards.

15. NATIONAL BIRD DAY PROCLAMATION

Town Council reviewed the National Bird Day Proclamation.

16. DISCUSSION ON FUTURE AGENDA ITEMS

Town Manager Ramaglia provided changes to the agenda schedule.

TOWN STAFF COMMENTS

TOWN MANAGER – No report.

TOWN ATTORNEY – No report.

PUBLIC WORKS DIRECTOR – No report.

TOWN CLERK – No report.

COUNCILMEMBER COMMENTS

January 07, 2025

COUNCILMEMBER PHILIS MANIGLIA expressed her concern with the response from the PBC Sheriff's Office regarding an incident that occurred at British Feed and Supplies.

Town Attorney Torcivia asked that the Council formally move to reschedule the Town Council's regular meeting in March in consistency with the District meeting schedule.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO RESCHEDULE THE MARCH 4, 2025 TOWN
COUNCIL MEETING TO MARCH 18, 2025. MOTION
PASSED UNANIMOUSLY (5-0).**

COUNCILMEMBER LAURA DANOWSKI had building-related questions.

COUNCILMEMBER ROBERT SHORR stated he would be attending Tallahassee.

VICE MAYOR MARG HERZOG questioned the arena being built on B Road as it appears to be close to the road.

Town Council Regular Meeting

Minutes

January 07, 2025

MAYOR ANITA KANE stated that there are key areas in Town where vehicles do not adhere to the stop sign.

ADJOURNMENT

There being no further business before the Council, Mayor Kane adjourned the meeting at 9:54 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Town Council Regular Meeting

Minutes

January 07, 2025

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4



Groves at Town Center

Master Plan Amendment

January 7, 2025

Applications and Site Location



Groves at Town Center, Approx. 90 acres.
Multi-land use PUD

Applications for Consideration:

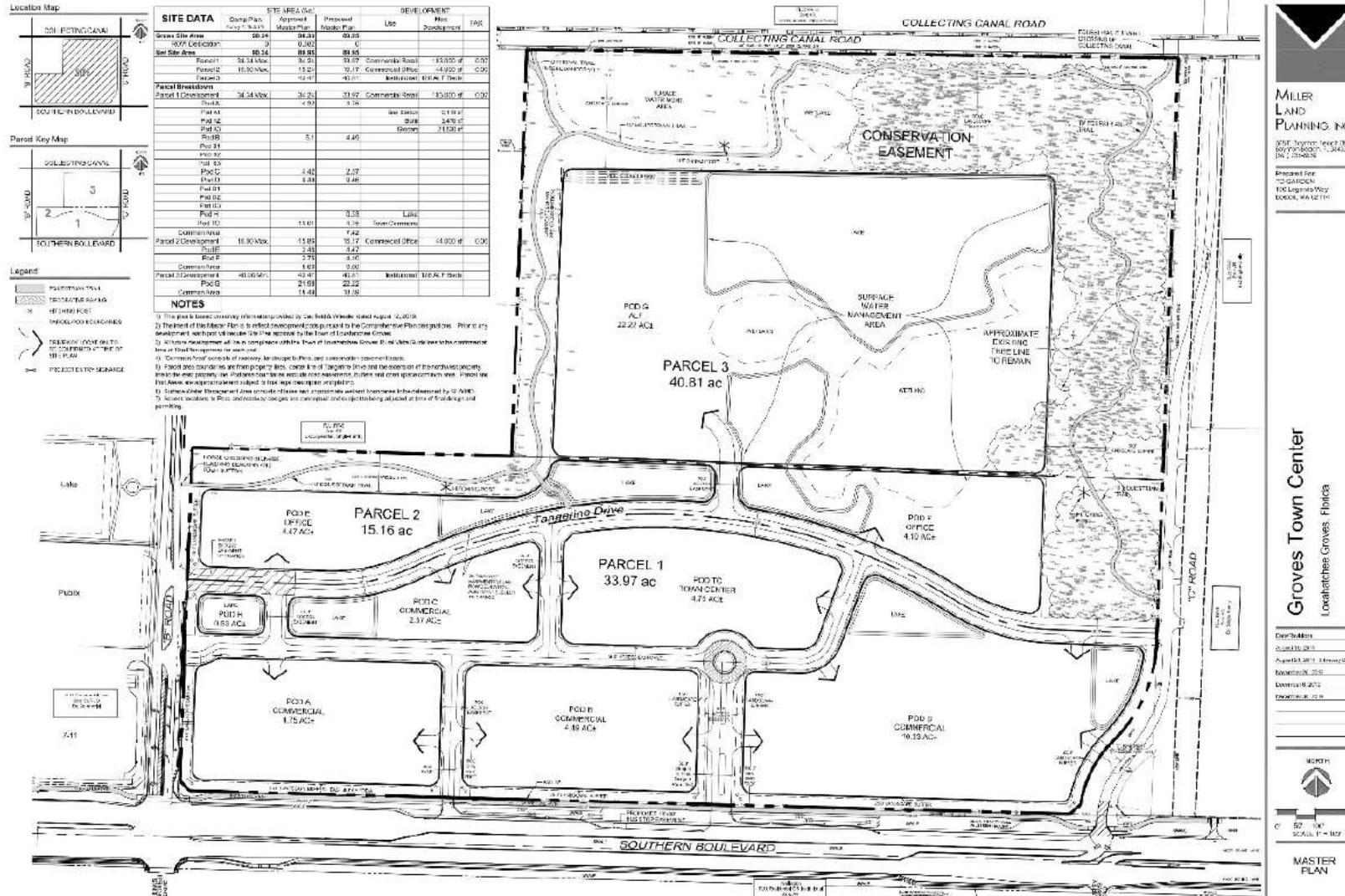
- *Comprehensive Plan Text Amendment (Special Policy) – 1st Reading, Dec. 2024*
 - **Master Plan Amendment**
-
- *Hotel Site Plan (with 2nd reading of ordinances)*
 - *Public Park Site Plan (with 2nd reading of ordinances)*



Master Plan Amendment (+ Conditions of Approval Revisions)

Item 13.

Figure 2. Existing Groves Town Center Master Plan



MILLER LAND PLANNING, INC.
 2501 Taylor Street, Suite 100
 Fort Lauderdale, FL 33304
 (954) 341-1111

Prepared For:
 TOWN OF GROVES
 10000 Groves Blvd
 Groves, FL 33428

Groves Town Center
 Lovelockville Groves, Florida

Drawn By:
 Date:
 Project No.:

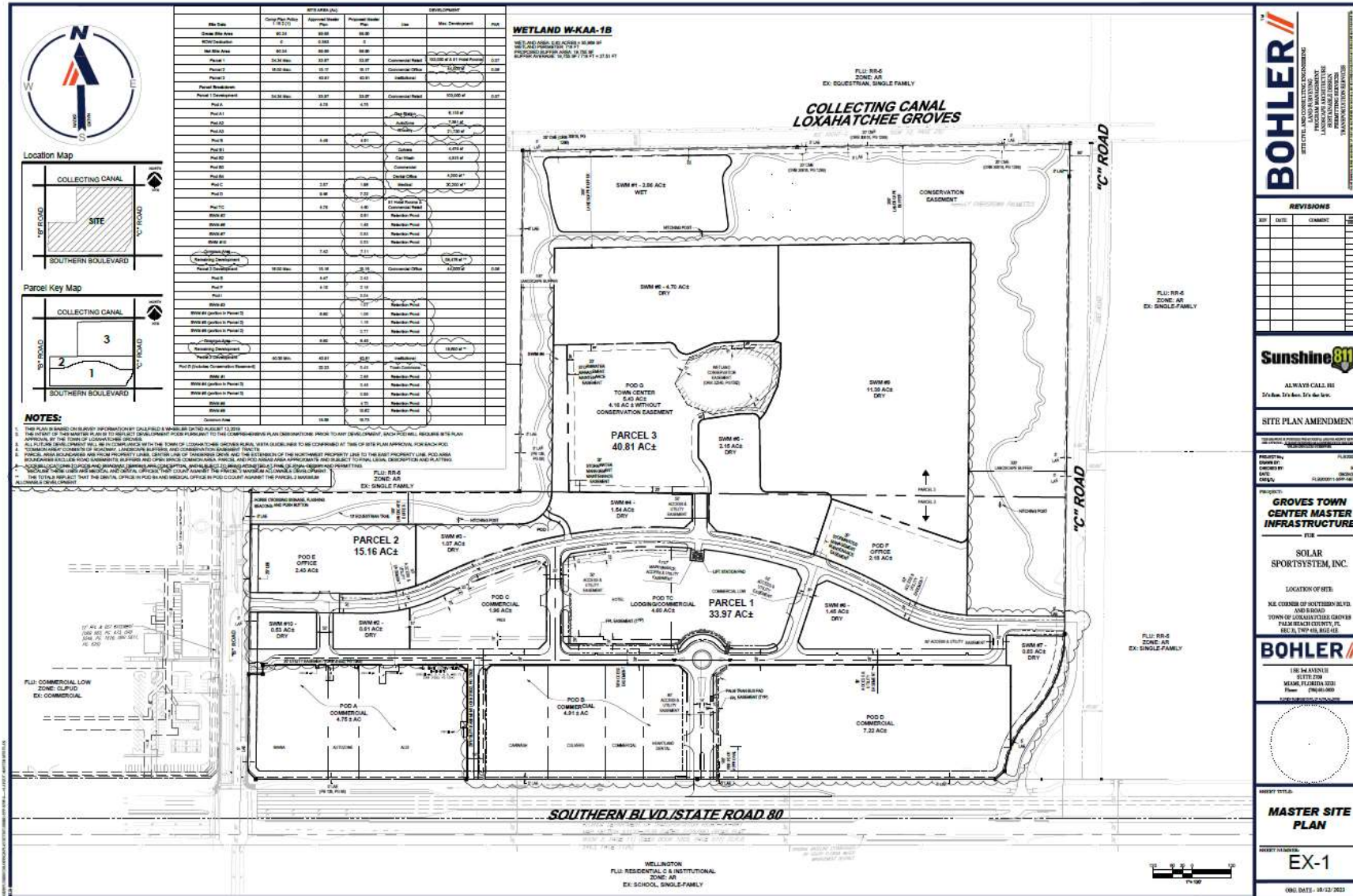
North Arrow
 Scale: 1" = 100'
MASTER PLAN

Existing Master Plan



Master Plan Amendment (+ Conditions of Approval Revisions)

Item 13.

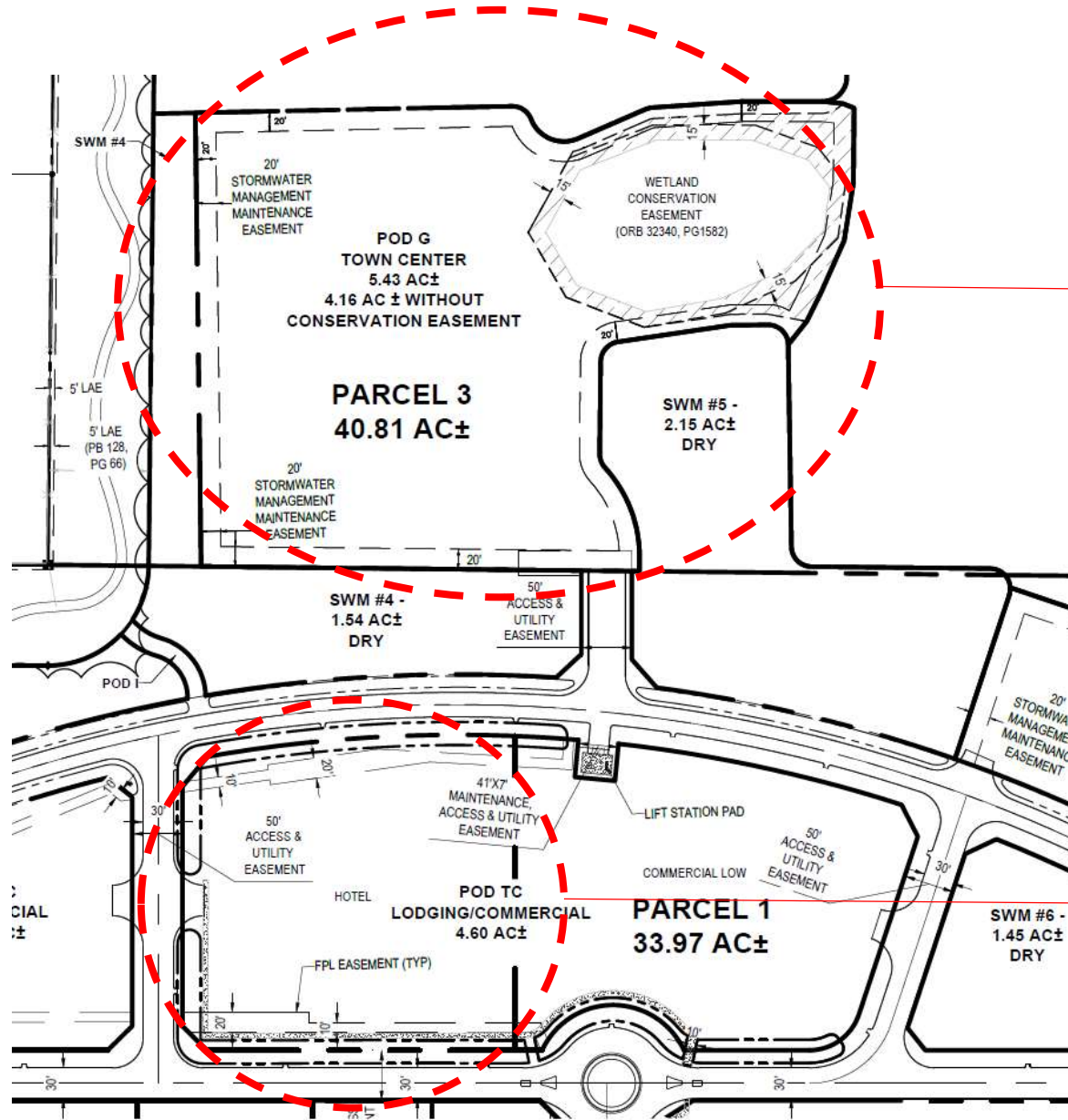


Proposed Master Plan

Updated to reflect current plat, previous site plan approvals, revised uses (hotel), park re-location



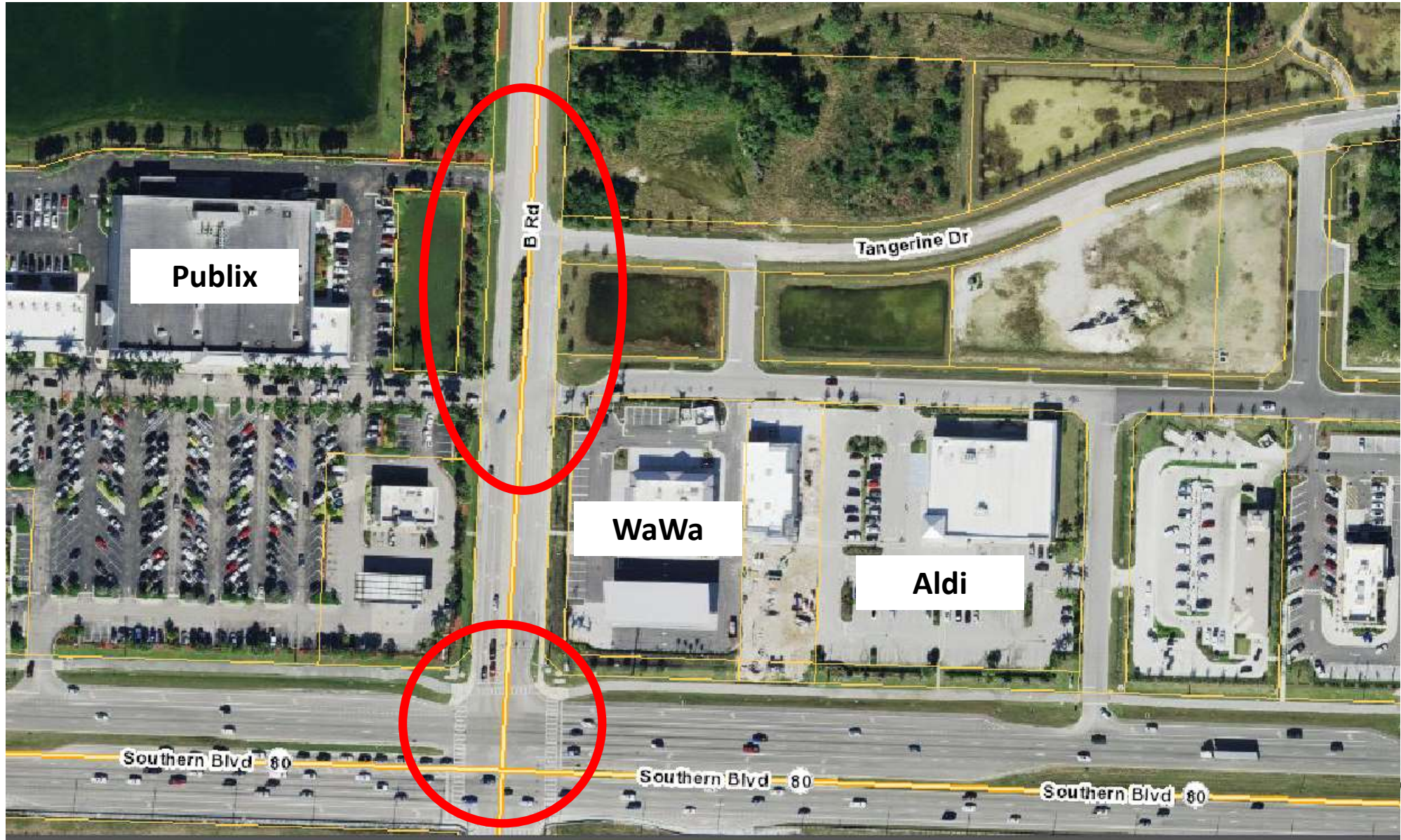
Master Plan Amendment (+ Conditions of Approval Revisions)



Pod G – Proposed Park

Portion of Pod TC – Proposed Hotel

B Road Summary:



Circulation Improvement Opportunities

Short Term Factors and Improvements

- “Un-striping” on B-Road to provide additional stacking (MOT approval)
- Wayfinding signage installed to distribute traffic
- Addition of “Do Not Block Box” at Avocado Ct. and Publix e-w Driveway
- “Pork chop” median in B-Road ROW
- Publix to the south to re-open

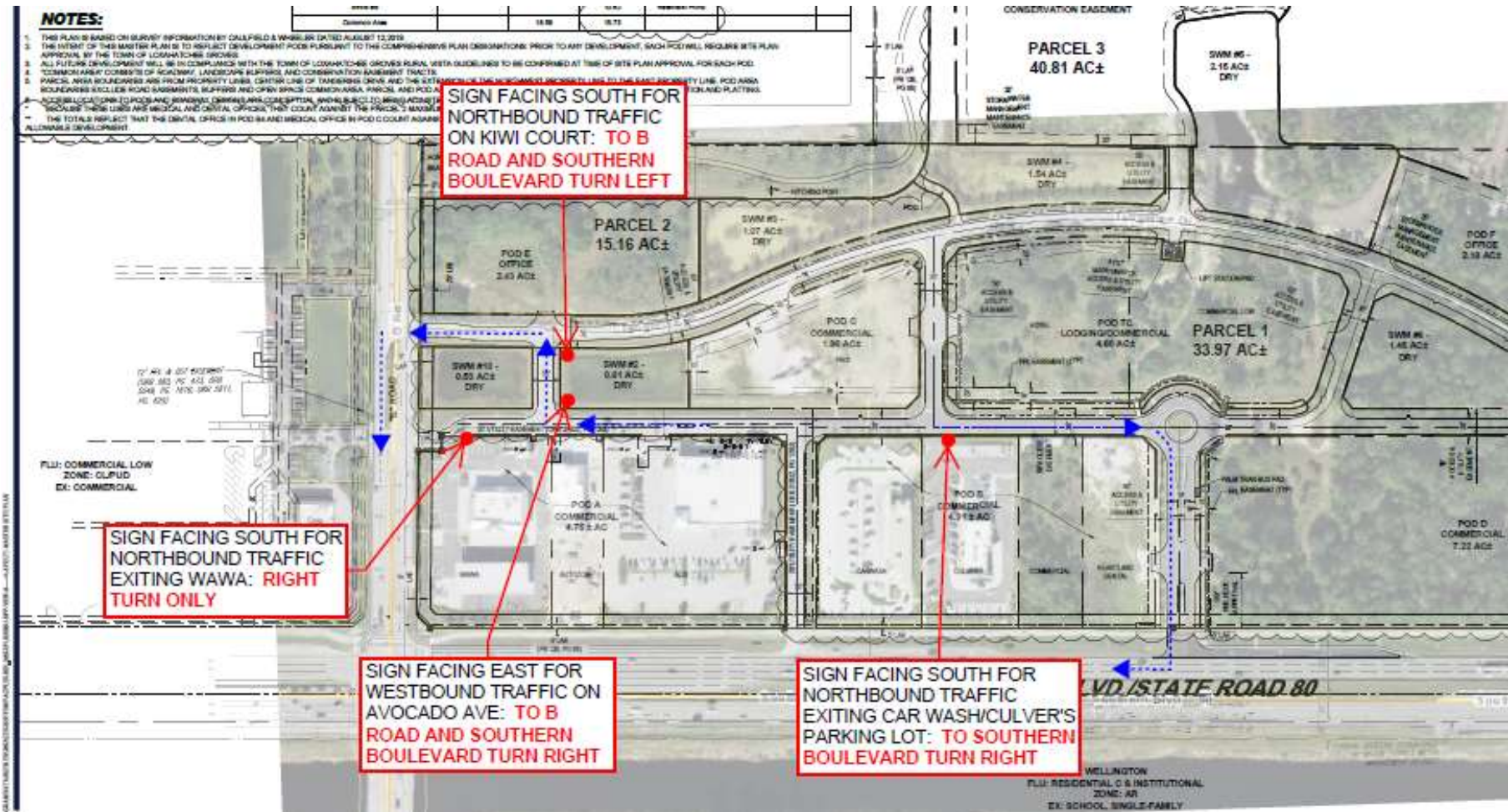
Long Term Factors and Improvements

- Town is continuing coordination with County and FDOT re: signal timing improvements and other ROW improvements
- Continue to work with all property owners in area to improve circulation as applications are received



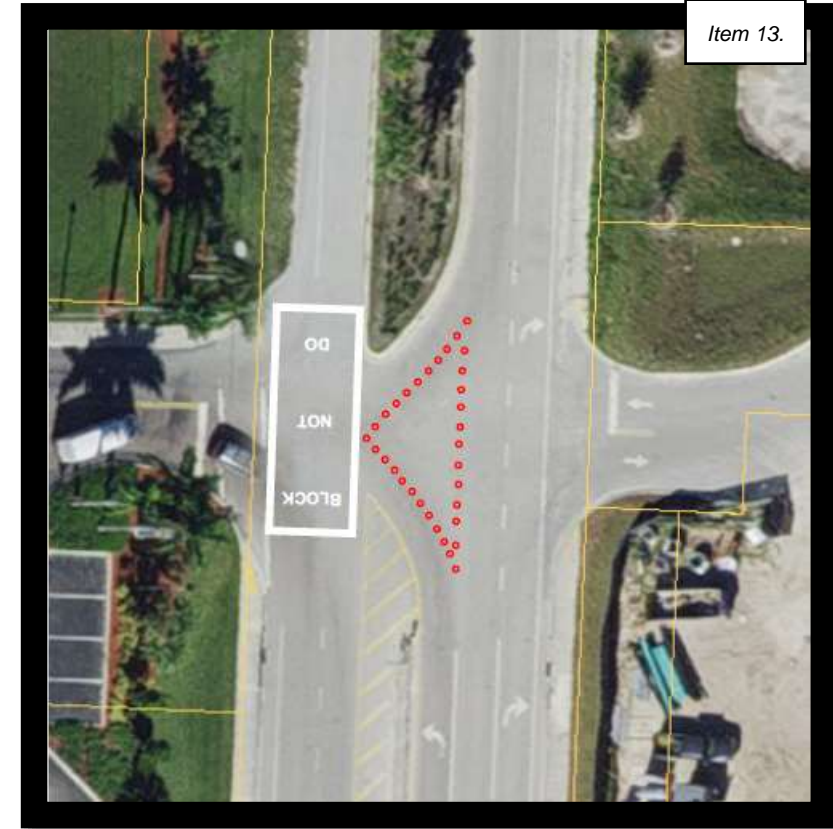
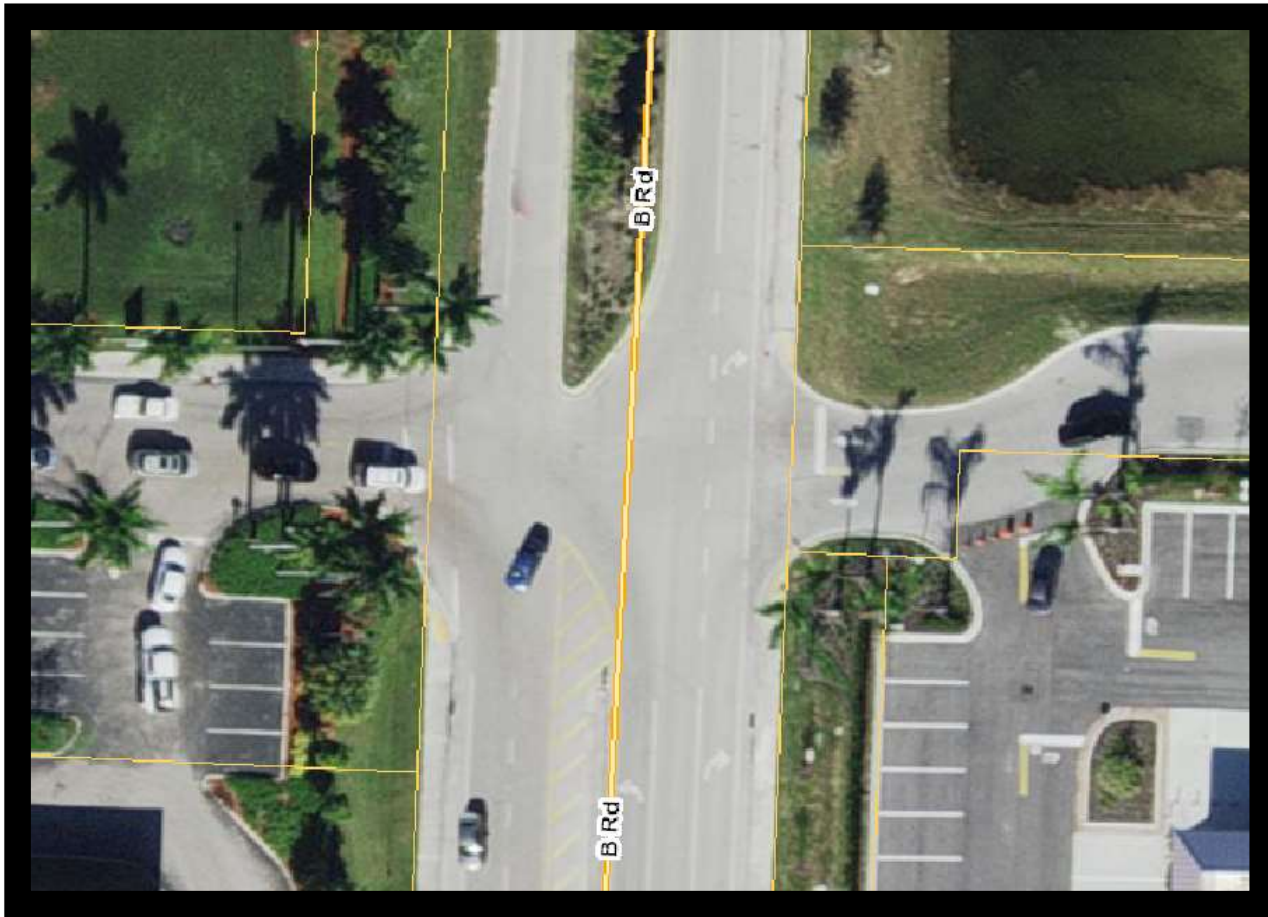
Wayfinding Improvements

Wayfinding signage plan, internal to PUD, to divert and route traffic



B Road Improvements

[Do Not Block Box / Pork Chop Median]



- Eliminates cross traffic and left-out movements from Avocado.
- Left outs from Town Center to be made from Tangerine to North

Staff Recommendation – Master Plan Amendment

Item 13.

Staff recommends Approval subject to conditions noted in staff report.





Groves at Town Center

Master Plan Amendment

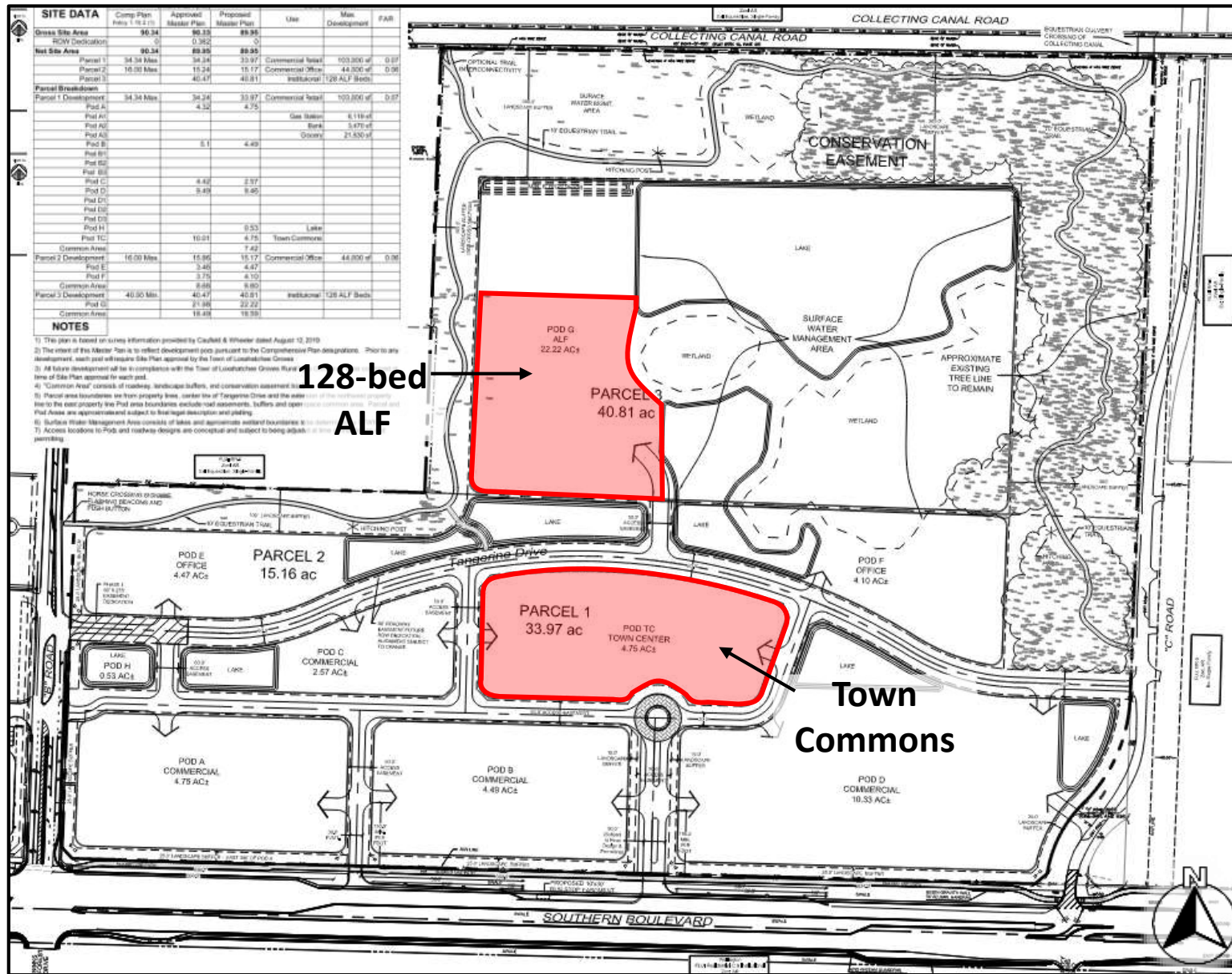
January 7, 2025

- **What has changed since the prior review:**
 - › hotel changed from 4 stories to 3 stories;
 - › height of hotel now complies with no waiver;
 - › number of waivers for hotel reduced from 6 to 2;
 - › GTC master developer committed to installing “pork chop” traffic control device and “Don’t Block the Box” markings at B Road & Avocado Ave intersection;
 - › GTC master developer has installed wayfinding signs at key locations.
- **What hasn’t changed since the prior review:**
 - › 25% of the PUD (23 acres) is set aside as a conservation easement and buffer, where trees are preserved and there is an equestrian trail;
 - › Access to the equestrian trail;
 - › The wetland is incorporated into the Town Commons use of Pod G;
 - › The limit on the amount of development in the PUD – 103,000 SF of commercial & 44,000 SF of office;
 - › Location of roadways and access points.

WHAT HAS AND HASN’T CHANGED

APPROVED

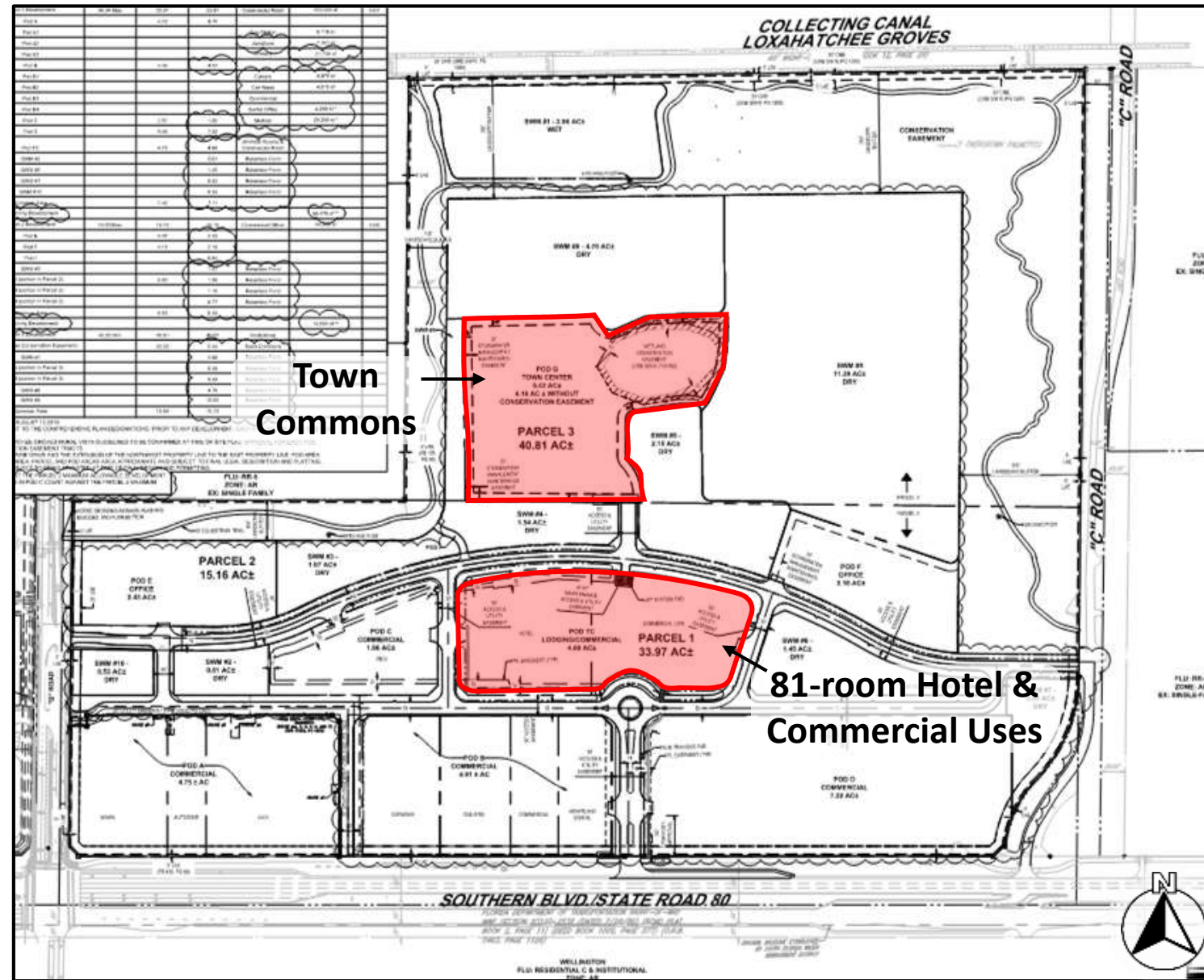
Item 13.



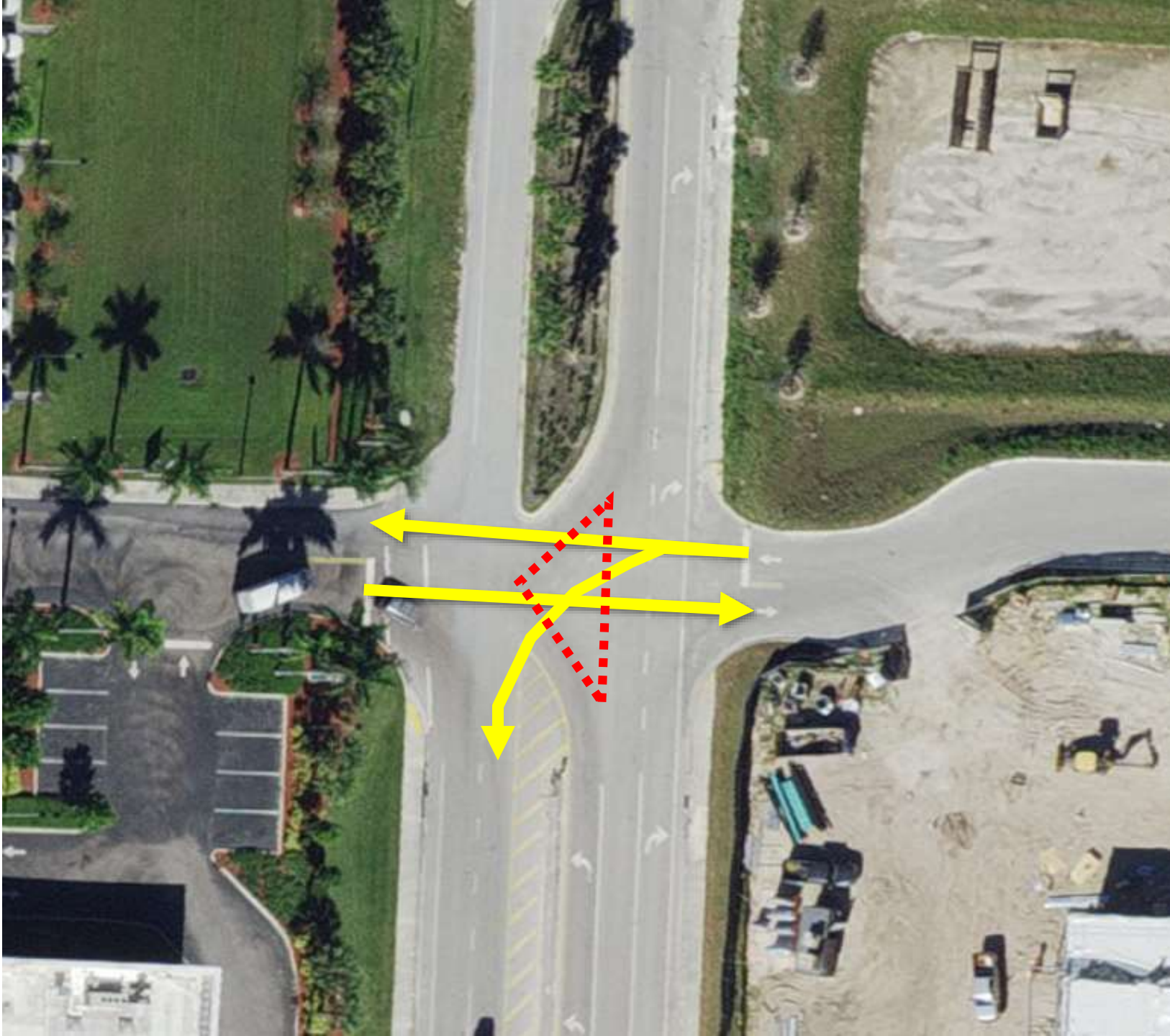
MASTER PLAN MODIFICATIONS

PROPOSED

Item 13.



MASTER PLAN MODIFICATIONS

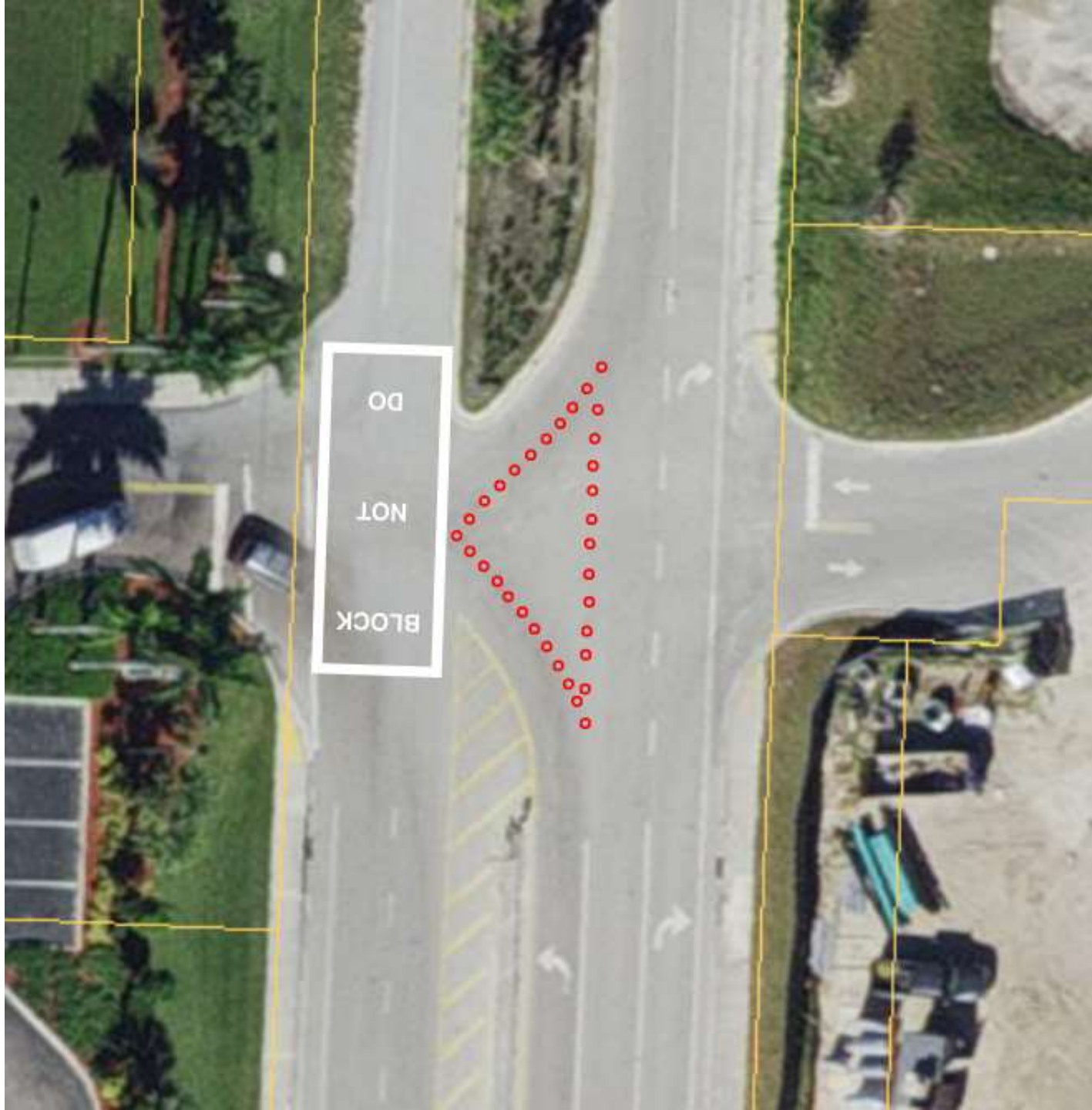


Item 13.



Item 13.

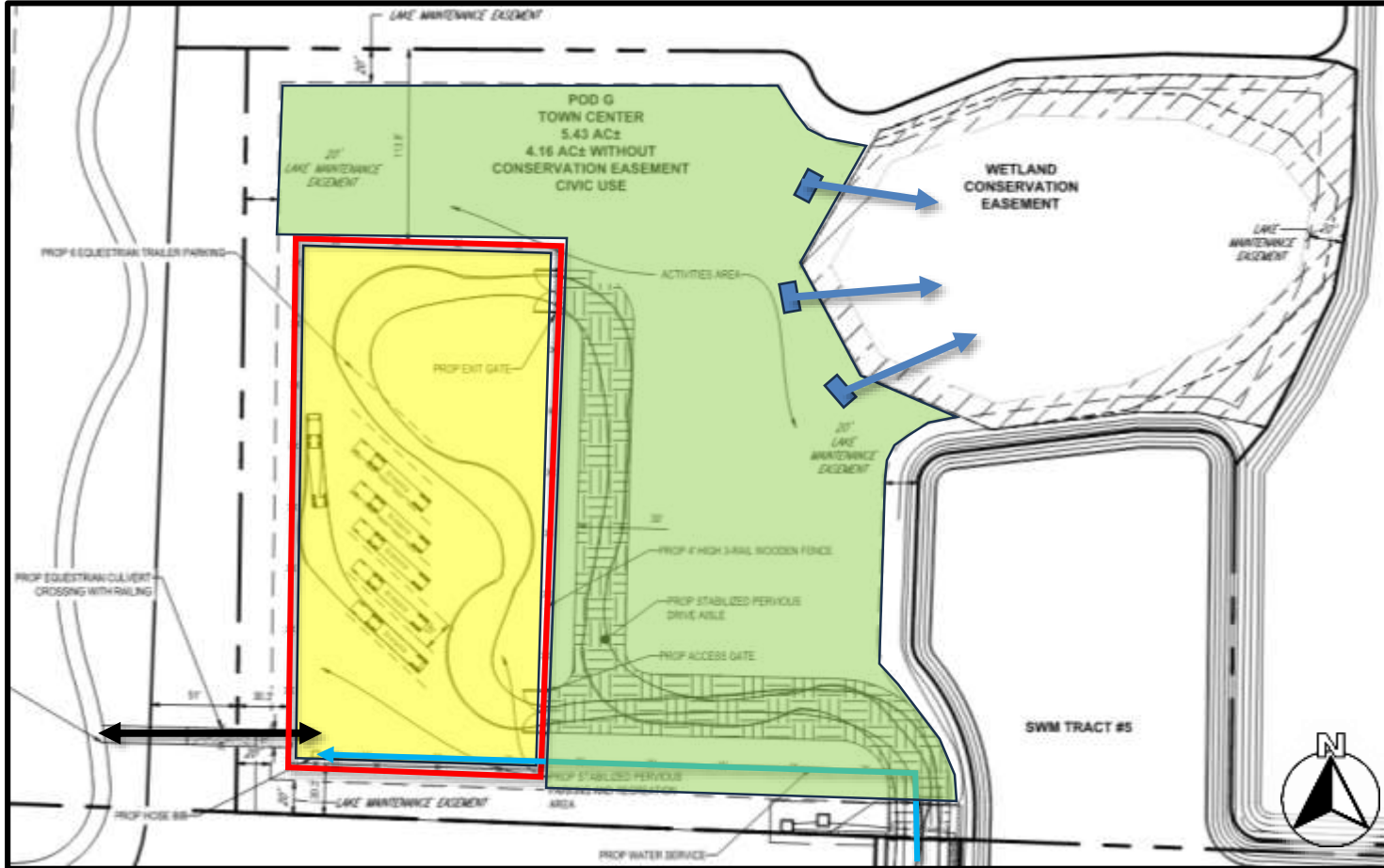




Item 13.



SITE PLAN ELEMENTS



- Grass parking area large enough for trucks with horse trailers.
- Grass parking lot provides a space to trailer horses and drive to Pod G for those who live too far from the PUD to ride their horses.
- Culverted horse trail crossing from Pod G to the existing equestrian trail on the west.
- Split-rail wood fence will mark the boundary of the parking lot.
- A water line is proposed to be extend into Pod G near the trail head for horses.
- Remainder of Pod G is open grass area for use by the Town of other parties for temporary events.
- Maintenance of Pod G will be borne by Owner, not the Town.
- Provide benches at the border of the wetland for views into the wetland

POD G SITE PLAN



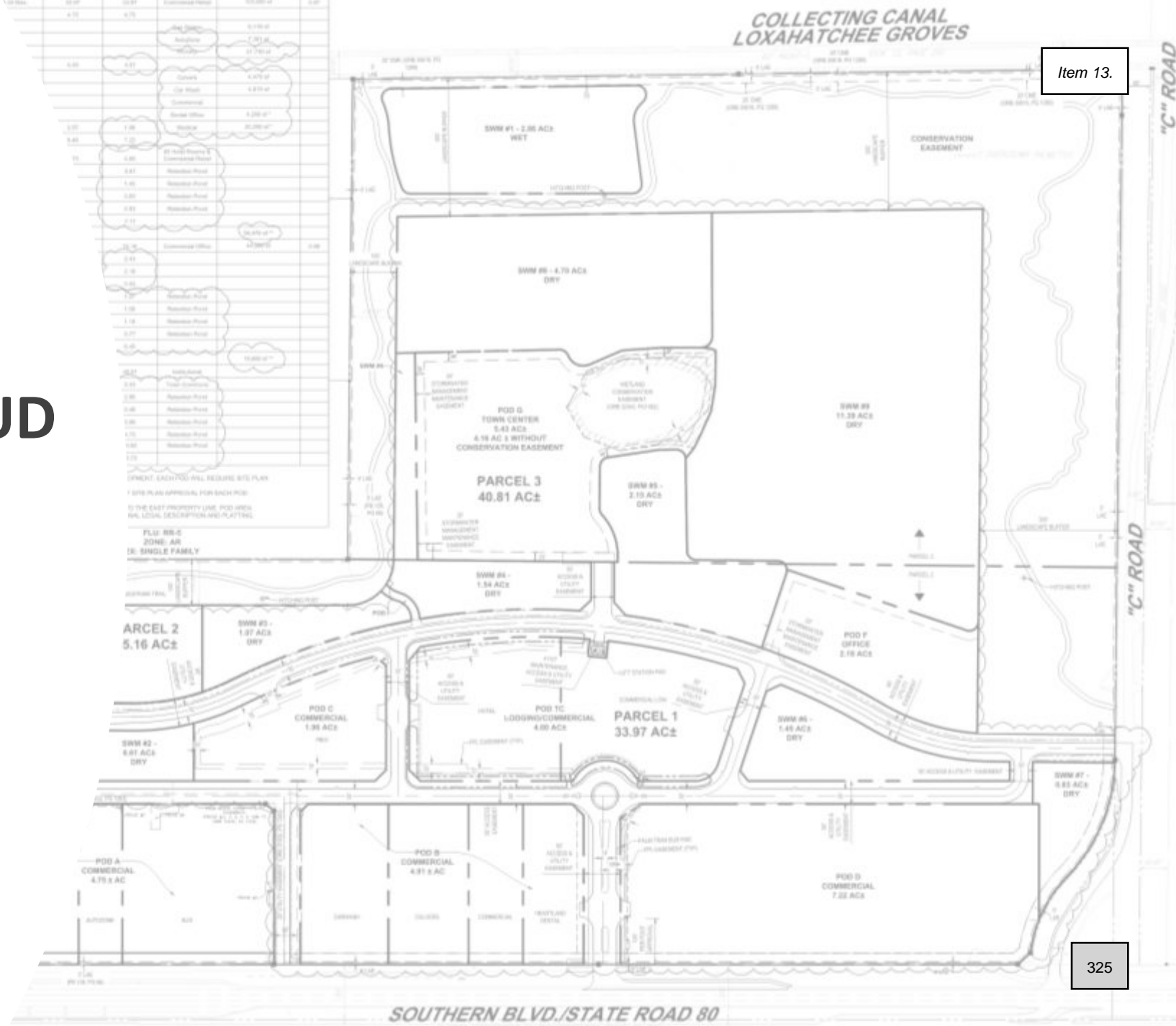
POD G SITE PLAN

Thank You

Groves Town Center PUD

Town Council

January 7, 2025



Item 13.



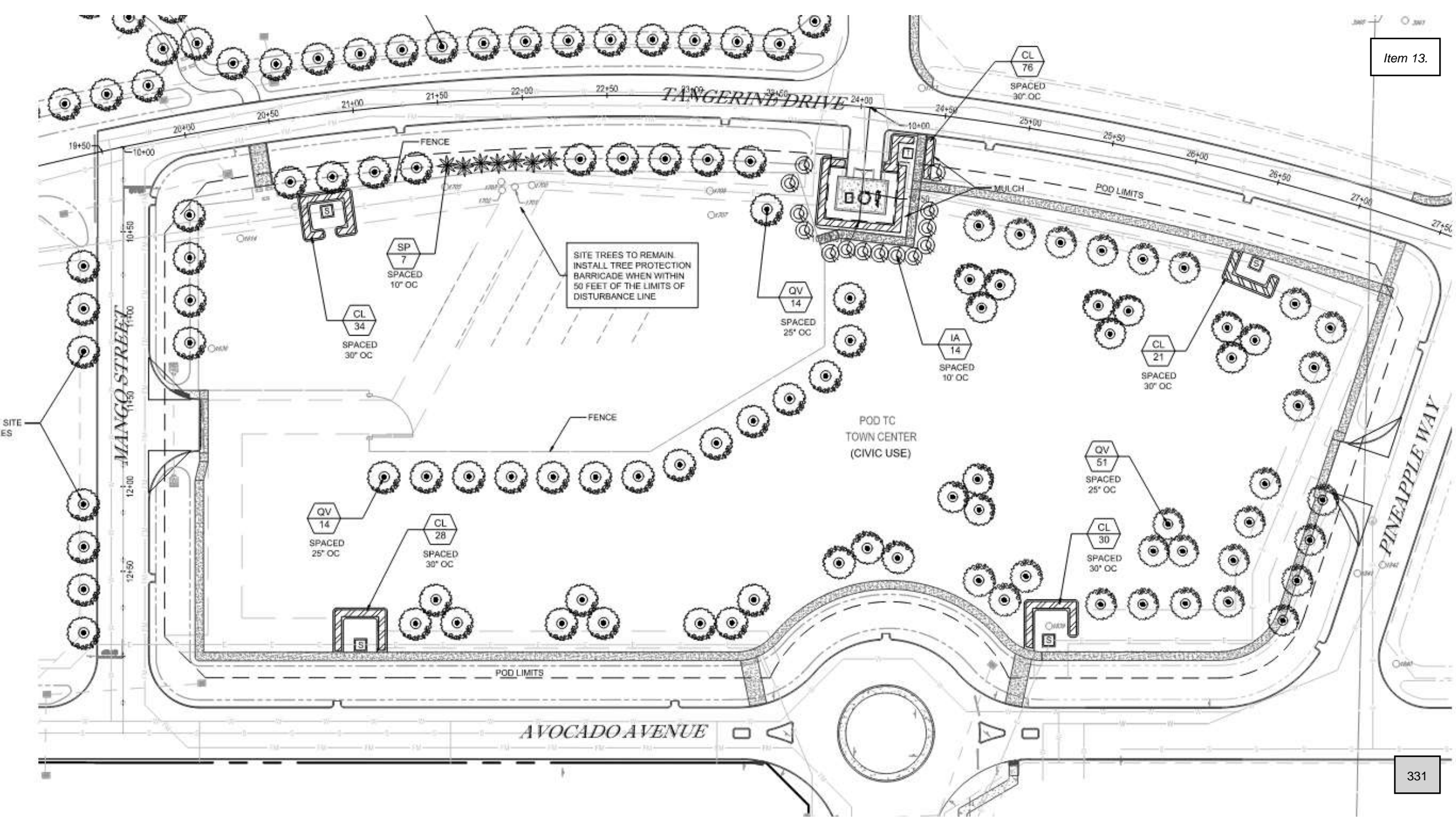
COLLECTING CANAL
LOXAHATCHEE GROVES

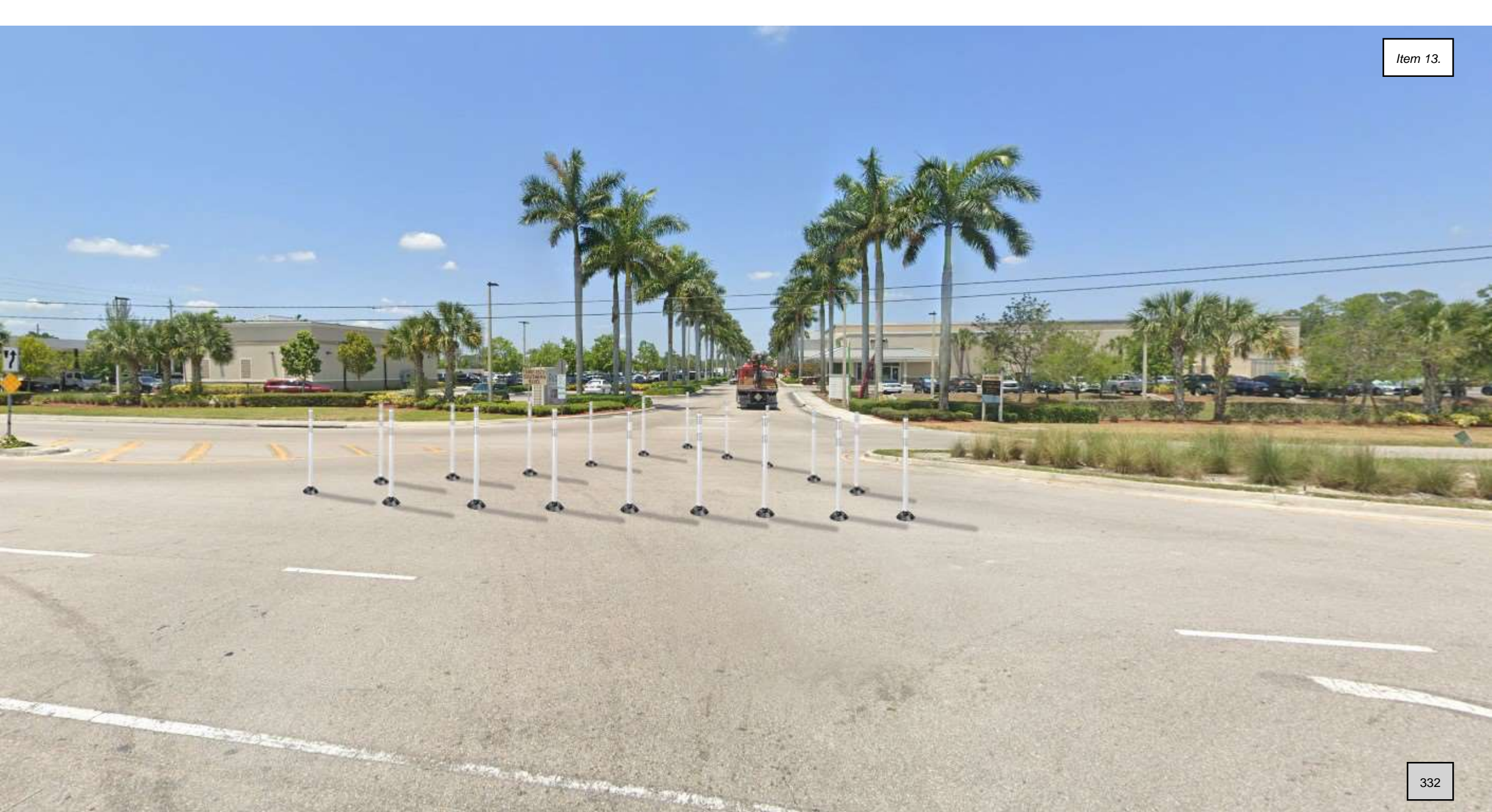


Item 13.











- **PUD Amendment/Rezoning** in order to:
 - › remove the 128-bed congregate living facility use;
 - › add a 81-room hotel use;
 - › relocate the Town Commons from Pod TC to Pod G;
 - › change permitted uses within Pod TC to lodging and commercial; and
 - › reflect changes to the Master Plan to match the plat.
- **Site Plan Approval** for the hotel use on Pod TC and for the Town Commons use on Pod G.

	<u>Daily</u>	<u>AM Peak Hour</u>			<u>PM Peak Hour</u>		
		<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
Approved Master Plan (1)	7,850	257	147	404	334	402	736
Approved and Proposed Site Plans (2)	<u>5,562</u>	<u>166</u>	<u>107</u>	<u>273</u>	<u>210</u>	<u>247</u>	<u>457</u>
Remaining Trips:	2,288	91	40	131	124	155	279

Why the B Road & Avocado Avenue intersection should not be altered permanently at this time:

- The Publix was temporarily drawing extra traffic because of the temporary closure of the next nearest Publix.
- The second southbound turn lane on B Road will be open soon, alleviating how much traffic backs up northward to this intersection.
- The main entrance to the shopping center from Southern was only opened recently and so was the connection to B Road from Tangerine – these connection points will divert traffic away from the B Road/Avocado intersection over time as repeat users of the shopping center learn those paths.
- The connection to C Road has not been built yet, which is another access point in and out of the property.
- The PUD developer recently installed wayfinding signage.
- The PUD developer is committing to installing a “pork chop” traffic control device at the intersection of B Road and Avocado Avenue.



Item 13.

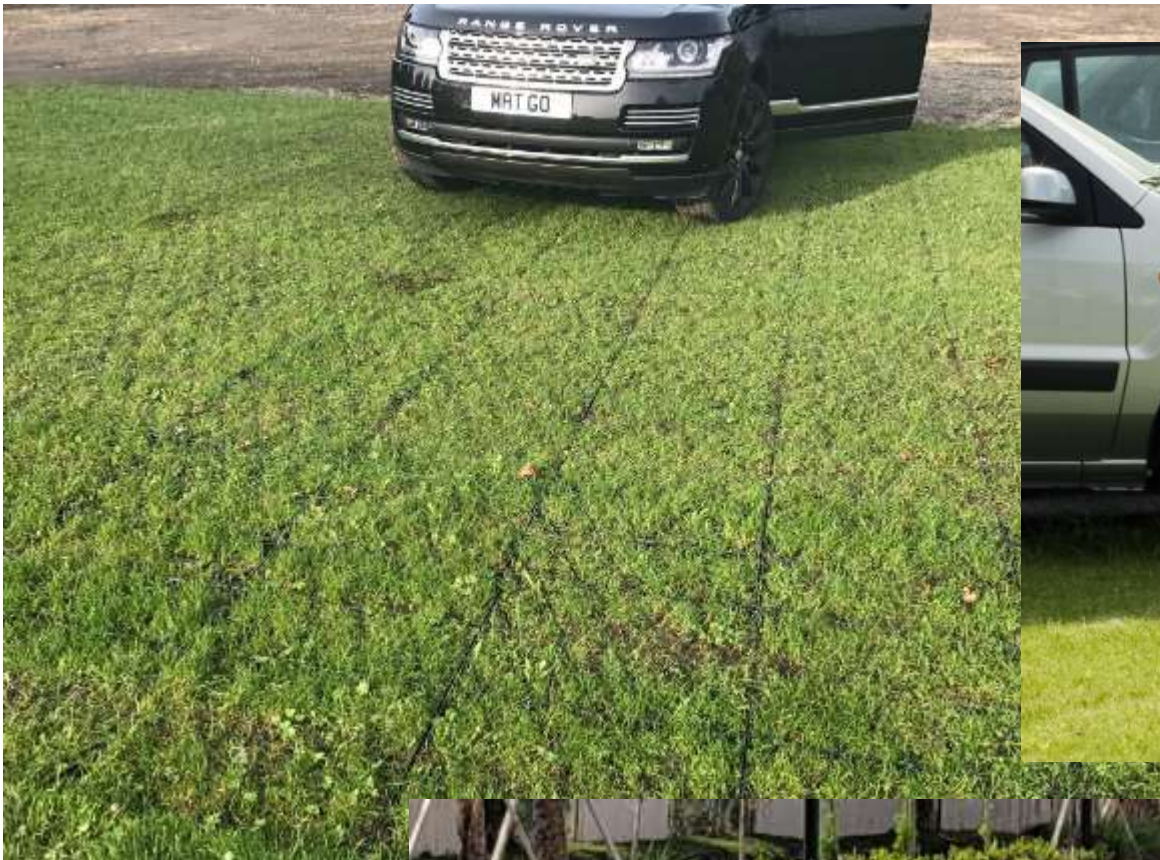




Item 13.

REVISED SPECIAL POLICY 1.15.2

- (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.
- (3) For the property delineated as “Special Policy 1.15.2” on the Future Land Use Map, 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.**



Grass parking

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: February 4, 2025

SUBJECT: Quarterly Reports – Receive & File

Background:

Presentations of the Quarterly Reports will be given by the following:

- a. Building - Jacek Tomasik, Building Official
- b. Code Enforcement - Mario Matos, Code Enforcement Official
- c. Engineering - Tara Bamber, Engenuity Group and Randy Wertepny, Keshavarz & Associates
- d. Finance - Chris Wallace from Munilytics
- e. Information Technology Services - Node0
- f. Palm Beach County Fire Rescue - Chief Vomero
- g. Palm Beach County Sheriff's Office - Captain Turner
- h. Planning and Zoning - Kaitlyn Forbes, TranSystems and Jim Fleishchmann, Town Planner
- i. Public Works - Richard Gallant, Public Works
- j. Town Attorney - Elizabeth Lenihan, Town Attorney
- k. Town Clerk - Valerie Oakes



Memorandum

**To: Loxahatchee Groves Town Council
Francine Ramaglia, Town Manager**

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

Subject: Quarterly Report – October 1 to December 31, 2024

Date: January 27, 2024

Below is a condensed version of the work that Engenuity Group, Inc. provided within October 1st to December 31st in 2024 as the Town Engineer and Engenuity Group Staff.

- 1. Land Development Fee-Based Applications:**
 - a. Site Development (FDA) **24**; Approvals **8**
 - b. Right of Way **6**; Approvals **2**
 - c. Pre-Application **2**
 - d. Pre-Construction **2**
 - e. Construction **5**
 - f. Project Closeout **5**
 - g. Zoning Assistance **2**
- 2. Code Compliance: Cases 0**
- 3. Townwide Resiliency Vulnerability Assessment: Public Meeting No.1**
- 4. Development Review Committee:**
 - a. Projects Reviewed **3**
 - b. Meetings **0**
- 5. General Services:**
 - a. Design Town Culvert Replacements **4**
 - b. Modify Minor Fill Application for Council Meeting

- c. Monthly Staff Meetings **3**
 - d. Modify Culvert Details
 - e. Begin Floodplain Website Research
 - f. Audit projects for closeout
 - g. Quarterly Report
- 6. Survey:**
- a. Provide Legal Description review for Drainage Easement
 - b. Sketch and Legal Drainage Easement
 - c. Drone Footage after Hurricane Milton

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**MEMO**

TO: TOWN COUNCIL

FROM: INFORMATION TECHNOLOGY SERVICES - NODE0

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

DATE: TUESDAY, FEBRUARY 04, 2025

SUBJECT: QUARTERLY REPORT – (OCTOBER 2024 – DECEMBER 2024)

Overview

The Information Technology Services team remains committed to enhancing the technological infrastructure of the Town to ensure operational efficiency and effectiveness across all departments. This report highlights our accomplishments during this quarter, as well as our ongoing and future initiatives.

Key Accomplishments**1. PC Upgrades**

Several older computers in the Town's network have been replaced with new PCs to enhance productivity and provide staff with faster, more reliable technology. This upgrade ensures that our team members have the tools they need to perform their roles efficiently.

2. Drafting Scanner Installation

The IT Services team successfully assisted with the installation of a new drafting scanner. This addition significantly improves our document management and design capabilities, providing enhanced support for planning, engineering, and public works projects.

Planned Initiatives**1. Public Works Network Structure Upgrade**

Plans are underway to upgrade the network infrastructure for Public Works. This upgrade will improve connectivity, speed, and reliability for this critical department. The

improvements aim to support better communication, enhance data security, and streamline workflows.

The Information Technology Services team is dedicated to fostering an environment of continuous improvement and innovation. By implementing strategic upgrades and collaborating with departments, we aim to equip the Town with the technological resources necessary to support its mission and goals.



PBSO District 17

The Town of Loxahatchee Groves

Quarterly Report: October - December 2024

Calls for Service	Quarterly
Business / Residence Checks (Self-Initiated)	4,461
Traffic Stops (Self-Initiated)	275
Calls for Service (Excluding 1050's & 1061's)	651
All CAD Calls - Total	5,387

Traffic Summary	Quarterly
Written Warnings	174
Citations	145
Total	319

Data Source: Motorola Premier 1 / TraCS
*Omit Miscellaneous Calls

Summary: During the months of October to December, there were **5,387** generated calls within the district and **88%** of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	0
Shooting	0
Stabbing	0
Burglary Business	0
Burglary Construction	0
Burglary Residential	1
Burglary Vehicle	0
Larceny	0
Stolen Vehicles	4
Stolen Vehicle Recoveries	0
Vandalism	3
Fire (Arson only)	0
Total	8

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

Burglary Residential:

Item 14.

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24105232	10/6/2024	10/5/24 19:30	10/6/24 9:00	85 D Rd	Unknown persons entered an unoccupied house by removing the wood covering the front door and breaking the glass panels. Nothing taken. No CCTV.

Stolen Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24109356	10/21/2024	10/20/2024 16:00	10/21/24 8:00	14581 Southern Blvd	2013 Ford Econoline U-Haul Truck AZ Tag #AE92953. Reported stolen by business owner on 10/21. NCIC check revealed that the vehicle was recovered as abandoned on 10/20 by WPBPD (case #2024-0016775) and towed by Sheehan's.
24113499	11/3/2024	11/3/24 7:30	11/3/24 7:30	B Rd	2015 Back Jeep Grand Cherokee, FL #299QTG: Suspect took the complainant's vehicle without permission. PSLPD detained the subject and seized the vehicle. Subject admitted taking the vehicle (PSLPD case #24-28311). CBA.
24115180	11/8/2024	11/8/24 8:00	11/8/24 9:30	F Rd	2017 Brown Ford F250 FL #88HIV: Complainant stated that the suspect took his truck and fled to New Jersey. Entered into Teletype. Victim was contacted by the suspect and told where he had left the truck. Recovered on 11/09 in D14 (ref. Incident #202401163715). Rear passenger window was broken. Keys with vehicle.
24126162	12/17/2024	12/16/24 18:00	12/17/24 7:35	13000 Okeechobee Blvd / Acts 2 Worship Center	2014 White Ford F-350 FL #64DJHP: Church van taken from their parking lot. No CCTV/Witnesses. Entered in Teletype. Update 12/19/24: Recovered by D14. Vehicle had no keys and tag. Towed by Alpine Towing.

Vandalism:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24111876	10/29/2024	10/25/24 17:00	10/28/24 8:00	Okeechobee Blvd / Red Barn	Property damage: water was added to the gas tank of a truck, another truck had its side window handle taken off, and a pallet jack was damaged. Complainant believes that an ex-employee may be responsible. No CCTV.
24125301	12/14/2024	12/14/24 3:00	12/14/24 8:00	W C Rd	Extensive damage to the complainant's residence and motorcycle. He believes his ex is responsible because she has done the same thing in the past.
24130103	12/31/2024	12/31/2024 12:00	12/31/2024 13:45	23rd Ct N / E Rd	Subject attempted to stop vehicle from being repossessed and caused damage to tow truck. Suspect was issued a NTA.



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

Data Source: Motorola Premier 1

Incident Type	Incident Count
911 Hang-up	1
Disturbance	1
Mentally Disturbed Person	1
Motor Vehicle Crash	1
Special Detail	3
Suspicious Incident	3
Suspicious Vehicle	1
Total	11

There were (3) cases for the months of October-December 2024.

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

Southern Blvd and B Rd - Publix Plaza

All CAD Incidents excluding self-initiated calls

Data Source: Crimeview Dashboard

Incident Type	Incident Count
911 Hang-up	5
Alarm	4
Alarm Misc/Municipality	3
Animal Call	1
Civil Matter	1
Disabled Vehicle	1
Disturbance	1
Disturbance Armed	1
Disturbance in Progress	1
Felony	1
Hit and Run	1
Information	2
Lost/Found Property	1
Man Down/Sick Person	2
Motor Vehicle Crash	2
Police Service Call	5
Reckless Driver	1
Serving Civil Process	3
Serving Warrant	1
Shoplifting	1
Special Detail	2
Suspicious Incident	1
Suspicious Person	8
Trespassing	1
Unwanted Guest	2
Welfare Check	1
Total	53

There were (12) cases for the months of October-December 2024.

Publix Plaza Incidents Map

Item 14.



TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



MEMO

TO: TOWN COUNCIL

FROM: [Complete Cities Planning Group, Town Planning Consultant]

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

DATE: February 4, 2025

SUBJECT: QUARTERLY REPORT – October 2024 – December 2024

A. Development Applications: The following applications have been submitted and are currently in the Development Review process:

- **444/556 B Road LUPA** – A land use plan amendment application to amend the future land use from Rural Residential (1 du/5 ac) to Commercial Low-Office.
- **Piquet Sports** – Various land development applications in process to address long-standing non-compliance issues identified on the property.
- **The Paddock RV Resort** – Various land development applications to permit an RV resort along C Road, north of Southern Boulevard. Application was reviewed at the September DRM meeting with Town staff.
- **Brightview Site Plan Amendment** – Application submitted as result of a code enforcement case. Modifications on site require review and approval by the Town Planning and Zoning Board and Town Council.

B. Public Hearings: The following applications have been processed for public hearings before the Planning and Zoning Board and Town Council:

- **Groves at Town Center and Hotel** - A comprehensive plan text amendment to revise the Special Policy located in the adopted Comprehensive Plan; a Master Plan Amendment; and two site plans for a proposed Hotel and Public Park. Planning and Zoning Board meetings were held in July and August 2024. A Council meeting was held in December to consider the comprehensive plan text amendment. The ordinance passed on first reading and was transmitted to the State as required.

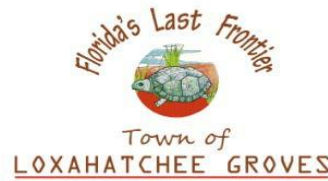
C. Pre-Application Meetings: The following pre-application items are anticipated to be submitted for review through the Development Review Meeting process, in the upcoming quarter:

- Fast food establishment in Groves at Town Center – site plan application
- Tractor Supply – site plan amendment application
- *NOTE: Continue to receive several inquiries to locate commercial recreation and commercial uses south of Collecting Canal Blvd. (various parcels).*

D. Town Initiated Items: The following Town-initiated items were drafted and reviewed by the Town Council:

- None at this time.

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



155 F Road Loxahatchee Groves, FL 33470

QUARTERLY REPORT: October – December 2024

Town Planning Consultant
Jim Fleischmann

- A. Planner on Call Telephone and Email Responses:** LRM activities are now principally in response to Administration and staff calls and emails for information inquiries generated by owners, buyers, real estate agents, and consultants..
- Topics with several inquiries included: Vegetation Removal Permits; Accessory Dwellings/Tiny Homes; Zoning District Permitted Uses and Setbacks; Bonafide Agriculture; Requests for a meeting on a property or issue; Lot combinations/splits;/address assignment; Application Approvals/Requirements; and Sign Permits
- B. Fee-Based Applications: 10:** Clearing Exemption – **4**; Clearing Waiver – **0** Clearing Exemption and Waiver – **0**; **Lot** Combination/Split – **0** Address Assignment – **3**; Zoning Confirmation Response – **2** Administrative Site Plan approval – **0**; Sign Permit – **0** Temporary Event – **1**.
- C. Cost Recovery Vegetation Removal Permits:** GTC Solar Sports Phase III.; 15171 Williams Drive; 14782 Gruber; 1300 D Road; Piquet; Brightview; Paddock Park..
- D. Planner on Call Meetings:** Manager, Project Coordinator, Attorney, Code Enforcement Directed, and Council Meeting Agenda Items, or Request by Manager to attend meetings with Owners, Potential Buyers, Real estate Agents or Developers, Ag Tourism Committee: **50.25hours** (\$125/hr.).
- E. ULDC Update/Révision:** Article 87 (Végétation Removal) : **8.5 hours** (\$125/hr.)
- F. Private Sector Cost Recovery Projects \$150/hr.):** GTC Hotel/Town Center; Paddock Park RV Resort; Brightview Applications; Tractor Supply Special Events; First Holiness /Sign Permit.
- G. Subcontractor Payments:** Palm Beach Maps and Graphs, per Manager request; Ecotone Services (Arborist Services for Code Cases and Site Inspections; and signs to be posted for public meetings (\$9,995.00)

Public Works Quarterly Report for the Fourth Quarter 2024

Richard Gallant CDM – Public Works Director

Craig Lower – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town. The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational. Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions.

Grading:

The total number of miles graded by Public Works in the month of October is: 54.851

The total number of miles graded by Public Works in the month of November is: 73.752

The total number of miles graded by Public Works in the month of December is: 69.379

During the fourth quarter Public Works graded a total of 197.982 miles of unpaved roads throughout the town.

Town staff continue to conduct the work of road restoration to return the unpaved roads to good condition, and improve them to recue complaints using best management practices and acceptable engineering standards. Public Works has completed the paving portion of the 2024 paving project. The temporary striping has been done and once all the asphalt cures, the thermoplastic striping will be installed. Due to budget constraints, there are still several areas in the Town where work needs to be completed and as we have the ability, will complete that work.

Public Works Management continually evaluates the road conditions and has modified the current grading schedule after completing the recent road audit. In order to ensure the road grading frequency is in line with the needs of the residents, Public Works management has modified the grading schedule to ensure all of the roads are graded a minimum of twice a month.

Mowing activities on Town roads and canal banks

Mowing operations continued during the third quarter of 2025.

The total number of miles mowed in October is: 129.65

The total number of miles mowed in November is: 135.15

The total number of miles mowed in December is: 150.02

The mowing crew has mowed 414.82 miles of canal bank, swale, and drainage ditches. The staff continues to work diligently to remove large amounts of overgrowth to improve the towns appearance and create a safer environment. The mowing crew has adopted a methodology to mowing to ensure all of the parts of Town that they are responsible for is completed before moving to a different section. The use of this methodology has increased efficiency and improved the appearance of the Town canals and swales.

Canal and Culvert Maintenance

Public Works Management continues to observe the canal banks and culverts throughout the town and continuing to modify the list of culverts that are in need of repair or replacement. We continue to locate and extend the culverts that were inadvertently buried under roads or canal banks. The department continues to develop a list of culverts that need to be replaced. Service interruptions and road closures to traffic in order to replace culverts that have reached the end of their service life will be minimized to the best of the ability of the crews completing the work. There will be times in which roads may need to be closed during unscheduled repairs. It is the

intent of staff to provide as much notification as possible during such events.

Some of the culverts that were identified as in need of replacement beyond those identified in the capital improvement plan are culverts on Hyde Park between 852 and 958 and the North end of the Hyde Park Rd, E Rd and Lower North Rd, in front of 15410 North Road, these are on the schedule to be replaced. The culverts at Global Trail and North Road were recently replaced. Staff is going to also be required to eventually reset the elevation of multiple culverts that were replaced but set to high. A few of the areas include Casey Rd and F Rd, and between 1104 and 1222 E Rd. Evaluations of other issues are continually being reviewed and staff is requesting any known issues known to residents please bring them to management so they can be reviewed and addressed.

Roads Repairs:

The Public Works Department continues to monitor the conditions of the existing pavement and will repair the asphalt as needed. Crews are dispatched to make repairs to pavement issues when they become a hazard to driving. Otherwise, edge breaks and minor repairs are made on a quarterly basis.

Solid Waste:

There were 66 total complaints to Coastal between from October 1, 2024, thru December 31, 2024, with the fewest in any one month of 13 in December and the most complaints in any one month in November with 31 complaints. 300 tons of yard waste, stumps, and vegetative debris were picked up in that time. Coastal is still awaiting the report from the Solid Waste Authority on the garbage pick up totals for the quarter and the year.

With respect to complaints filed by residents, there were 50 complaints regarding missed pickups and the majority of those were in regard to hurricane debris from Hurricane Milton. The

remaining 16 complaints were not considered valid. Finally, all of the complaints were resolved within the contract parameters. The valid complaints for the year did not meet the contract threshold for assessing fines.

In the aftermath of Hurricane Milton, Coastal was instrumental in assisting the town in removing the 15,658 cubic yards of vegetative debris from around the town. The majority of this vegetative debris was brought to Ashbritt at the Town's debris site on C Rd and Southern Blvd. The debris site was extremely important in the recovery efforts and greatly reduced the transport time allowing more debris to be removed.

Facility Maintenance

The Public Works Department continues to be responsible for the maintenance of the infrastructure and building owned by the Town. Staff are consulting with a contractor to conduct a heat load test of Town Hall to evaluate the air conditioning units at Town Hall. It has been observed there is a temperature differential in the building and it is believed the existing air conditioning units are not properly sized for the heat load. This can cause issues with short cycling which does not permit the units to run long enough to remove the humidity from the air. This could cause other issues in the building that may affect its staff. We are also reviewing options for the replacement of the sound system that serves council chambers.

Security enhancements are under review at both Town Hall and Public Works. Some of the enhancements include automated security gates with access controls to public works, an access control system with card readers and autolocking doors to both facilities, and higher security doors at town hall. Other projects under consideration include the replacement of the parking lot light fixtures, installing timers on the porch lights, and enhancing the lighting controls in the building.

Okeechobee Corridor

After multiple conversations with Palm Beach County officials, the Town is responsible for the road maintenance along the Okeechobee corridor. Public Works Management has reviewed the needs along this corridor and the following has been either completed or in the process of improving the safety of travelers along this corridor. Road crossing signs, equestrian area signs as well as other signs are under review and upon approval of a contract for a sign manufacturer, will be ordered and installed throughout the corridor. The existing fire department sign is broken, one of the sign assemblies is missing and in need of replacement. Based on what documents staff could locate, this assembly has not worked since at least 2016. Staff has solicited pricing to replace the fire department flashing sign assembly. The current pricing is around \$10,000 and the item is approved in the FY25 budget. Staff recently obtained approval from a contractor for striping. In the near future a proposal will be brought forward to restripe Okeechobee Blvd and its intersections. The addition of crosswalks with illuminated flashing crosswalk signs for both pedestrians and equestrian travelers traversing the Okeechobee corridor has been studied and pricing obtained. The budgetary cost to add this feature is estimated to approach \$100,000 to complete. In the FY25 budget, we have included four of these signs to start the process and make it a multiyear project that will place crosswalk signs at every intersection of the town at Okeechobee Blvd.

Capital Improvements

The staff has completed contractor portion of the FY 24 paving plan. Staff has installed the speed hump signs and other traffic control signs on the newly paved roads. Staff has also relocated the mailboxes to comply with the guidance provided by the United States Postal Service. Once other works is completed by our crews, the horse trails portion of the project will commence. The

horse trails will take a while as our staff and resources are limited and rehabilitating the drainage issues in the town are a priority.

FY 25 Paving Plan: Paving A Rd. from Collecting Canal Rd. to North Rd. This project will also include all of the gap sections that were excluded in the FY23 paving project. Notices have been sent out to the residents regarding the easements and community meeting was held to discuss the project. This project will commence in stages. The first stage is to obtain the easements for the project. After the trail project is complete, the A Canal will be reinforced and adjusted. It is our plan to begin the installation of the catch basins and culverts under A Rd after the vegetation is removed for the drainage to be installed. Once the road is completely prepped, it will then be paved. This project is scheduled to commence toward the end of the second quarter.

FY25 Culvert Replacement: At this time the Town has placed the FY25 culvert replacement and continuing contract out to bid. We are in a period of time referred to as the Cone of Silence. Therefore “In accordance with the Palm Beach County Lobbyist Registration Ordinance, the cone of silence will be in effect as of the due date for proposals in response to this IFB. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the Town to end the selection process.

The scope of the project is to include F Rd and Collecting Canal, Bunny Ln and D Rd, 25th Place North and D Rd, West B Rd and North of Okeechobee Blvd, and Kerry Ln and F Rd. The scope of the project also includes a continuing contract to allow the town to award replacement of culvert under \$300,000 for the period on the bid document without having to go through the bid

process again.

Grant Research and Evaluation

1. Renewal and/or replacement of the D Road gates and pump assemblies SCADA and telemetry systems.
2. Provide design for and procure adjustable weir structures for the entire canal system north of Okeechobee Blvd.
3. Provide design for and procure a pumping system to provide the ability to move water north of Okeechobee Blvd.
4. Obtain design for and install the infrastructure for the area of Citrus Dr, Tangerine Dr, East Citrus Dr, and Orange Ave to improve stormwater drainage and improve the roadway system.
5. Obtain a standard design for a retaining wall system for the existing canal system to improve the capacity of the canal system, make the roads safer, and reduce the maintenance burden of staff throughout the town.
6. Provide revenue to contract with a company to remove debris from the existing stormwater conveyance system to improve functionality and capacity.
7. Obtain a standard design for a retaining wall system for the existing canal system to improve the capacity of the canal system, make the roads safer, and reduce the maintenance burden of staff throughout the town.
8. Provide revenue to contract with a company to remove debris from the existing stormwater conveyance system to improve functionality and capacity.
9. New Public Works Facility as the existing facility is falling apart and does not meet the current FBC.

Emergency Management

The Public Works Director, who also serves as the Director of Emergency Management, is working with other staff and our CERT team to complete the updates of the Town of Loxahatchee Groves Emergency Management Plan for 2025 season. Some of the updates include the addition of a glossary section and including all disaster types. Utilizing the best management practices from FEMA, the Director will establish and clear and concise chain of command following the Incident Command System.

Gas Tax Map Revisions

The Public Works Director has completed a detailed review of the gas tax map. This work included evaluating all of the road segments that the town is currently receiving revenue for. The audited gas map indicates the Town has 56.074 miles of roads which the Town of Loxahatchee Groves Public Works Department is responsible for. Of those, 32.21 miles are currently paved, and 23.86 miles are unpaved. This includes the sections of town roads that were recently paved. The town has a total of 131 road segments as shown on the gas tax map. This information is reported to both Palm Beach County and the Florida Department of Transportation as required. Of the 131 road segments, 15 are considered private roads and not serviced by the Town.

Staffing

The Public Works Department is currently staffed by 12 full time and 1 part time employees.

There are no open positions at this time; the list of positions are listed below:

- 1 – Director of Public Works
- 1 – Superintendent of Public Works
- 1 – Public Works Coordinator
- 3 – Public Service Worker III

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

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

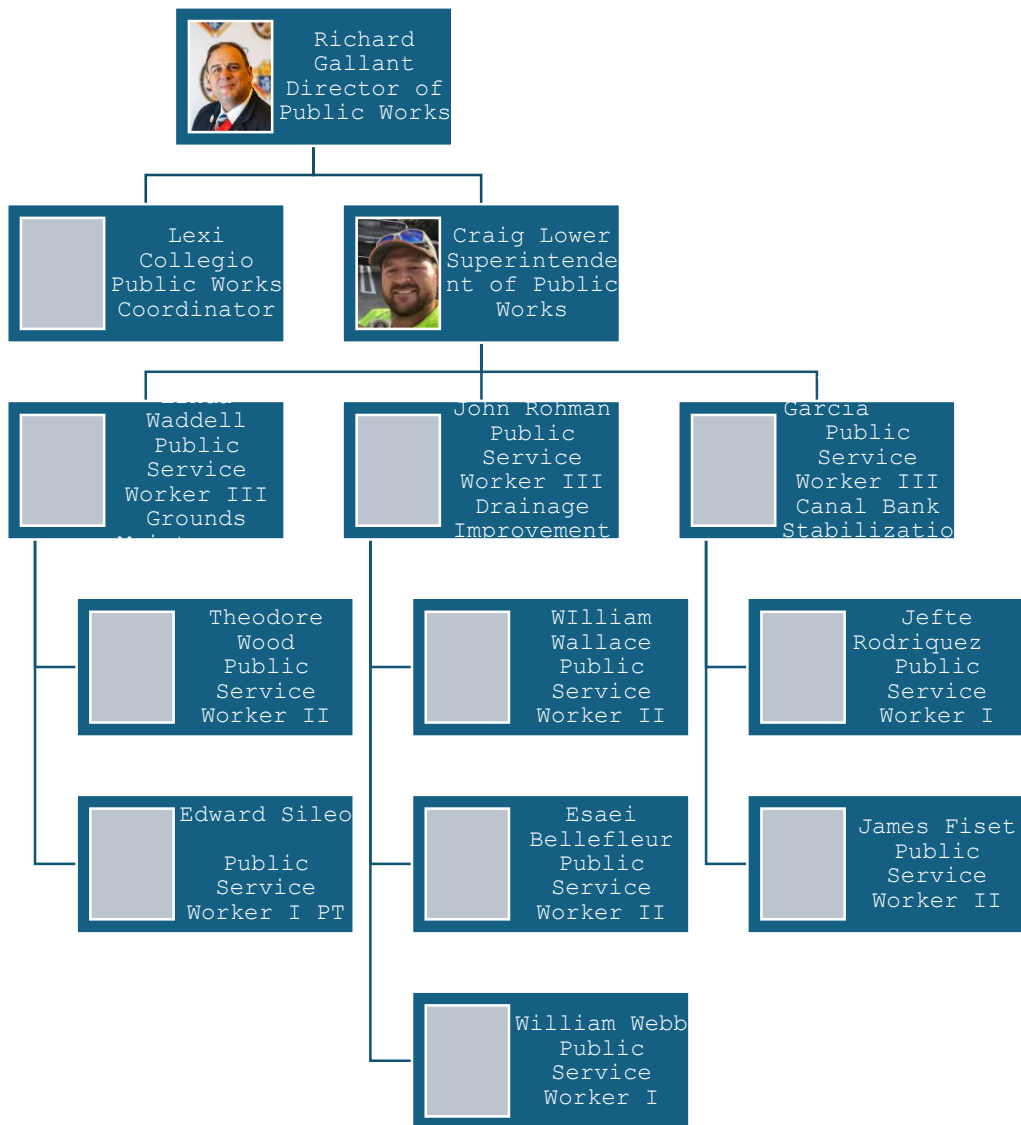
Ground Maintenance is responsible for mowing all canal banks and right of way paths and equestrian paths. This crew continues to be responsible for trimming and grubbing areas of the town that impede equipment, equestrian, or vehicle traffic throughout the Town. A portion of their responsibility is to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

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

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

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

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



Staff Training and Development

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

equipment from the manufacturers. Preventive maintenance training from the manufacturers is being put in place.

The Public Works Director recently attended the Certified District Manager class offered by the Florida Association of Special Districts. Plans are in place to send the Public Works Superintendent to the next class and the Public Works Project Coordinator to the Certified District Administrator class in 2025.

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

Equipment Mileage or Hours:

The water pump operated a total of 66.6 hours during the fourth quarter of 2024. The water pump currently has 2350.7 hours on it.

During that time Public Works consumed 1,793 gallons of Off-Road Diesel, 409 gallons of Ultra Low Sulfur Diesel, and 477 gallons of 87 Octane Unleaded Fuel.

In December the town received our 2025 Freightliner Dump Truck. The truck was thoroughly inspected and placed into service. The new dump truck has helped our staff complete projects through the town.

Vehicle List

Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory					
Vehicle Number	Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Description	Total Hours
0510	2006	Ford	F250	Utility Truck	267
0710	2007	John Deere	5325	Bush Hog Tractor	0
1110	2011	Ford	F450	Utility	103
1111	2011	Ford	F250	Ext Cab	791
1201	2012	Felling	FT-20-2 LP	Trailer	0
1311	2013	John Deere	220D W	Excavator	6.3
1411	2014	John Deere	5055E	Bush hog	41
1412	2014	New Holland	L225	Loader	12.9
1510	2015	John Deere	XUV855D	XUV	283
1511	2015	Ford	F250	Single	453
1512	2015	John Deere	D105	Lawn Tractor	0.4
1513	2015	Scag	SH61V-25KVD	K1B00179	9
1610	2016	Ford	F250	Crew Cab	216
1611	2016	Ford	Explorer	SUV	1173
1710	2017	Ford	Escape	SUV	726
1810	2018	Triple Crown	5 x 10	Trailer	0
1910	2019	John Deere	5075E	Box Blade	11.4
2110	2021	Kubota	M6S111D	Tractor	168.2
2210	2022	Caterpillar	450		38.3
2211	2022	John Deere	620G	Grader	185
2212	2022	Novae, LLC	Duel Axle	Trailer	0
2301	2023	Evergreen	Aspen	Tractor	91
2401	2024	SANY	SY60C	Excavator	1.8
2501	2025	Freightliner	Truck	Dump Truck	0
		Water Pump			66.6

Culvert and Catch Basin Replacement List

Culverts & Catch Basin to Replace/Install										
Priority	Location/Reference	Pipe Cost	Mobilization	Associated Labor & Costs	Restoration Materials	Catch Basin Cost	Total	Size	Length	Summary
1	F Rd & Collecting Canal	\$198,000.00	\$9,100.00	\$33,500.00	\$195,710.00		\$436,310.00	96"72"/24"	60'	Replace due to imminent failure
1	958 Hyde Pak Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Failing pipe, North side of pond
1	958 Hyde Pak Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Failing pipe, East side of pond
1	3974 161st TER N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Damage pipe, replace before paving
1	2749 ARd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20	18"	40'	Install pipe for road drainage, under Lakeside Dr
1	14702 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20	18"	40'	Install pipe for road drainage, under 147th ave
1	3975 147th AVE N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20	18"	40'	Install pipe for road drainage, under North Rd
1	1584 F Rd & Casey Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Replace pipe for canal drainage
1	Kerry LN & F Rd	\$60,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$128,330.00	96"	40'	Culvert Replacement Plan
2	1225 D Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe needs to be redirected
2	13556 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	install pipe for road drainage, under North Rd
2	15410 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	FPL Damaged pipe
2	Bunny Ln & D Rd	\$60,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$128,330.00	96"	40'	Culvert Replacement Plan
2	25th Pl N & D Rd	\$40,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$108,330.00	72"	40'	Culvert Replacement Plan
2	W B Rd North of Okeechobee	\$40,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$108,330.00	72"	40'	Culvert Replacement Plan
3	South E, 1222 E Rd	\$1,702.80	\$2,000.00	\$2,530.00	\$1,184.00		\$7,416.80	24"	40'	Pipe was installed to high, needs to be dropped 12"
3	South E, 1222 E Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe was covered when the road widened
3	North B, 15405 Fortner Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe was covered when the road widened
3	1531 W C Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe is to short going into canal, south side of property
3	15030 Timberlane Pl	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe is to short going into canal, south side of property
3	G Rd W & North Rd	\$4,902.80	\$2,000.00	\$2,530.00	\$1,184.00		\$10,616.80	48"	40'	Replace pipe for canal drainage
3	154 Temple Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Replace pipe for canal drainage
3	125 Temple dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Replace pipe for canal drainage
3	Folsom Rd & 25th St N	\$7,353.00	\$2,000.00	\$8,530.00	\$1,184.00		\$19,067.00	48"	60'	Culvert Replacement Plan
3	14659 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00		\$5,714.00			Repair and Extend pipe that buried from paving project
3	12873 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	12955 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	13252 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14165 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14281 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14439 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14599 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14717 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	15045 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	15409 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3057 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3123 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3255 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3509 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3653 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3701 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3766 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2365 Folsom Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2585 G Rd W		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2659 G Rd W		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2763 G Rd W		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	13038 North Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
	Total						\$1,238,625.80			

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*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

January 21, 2025

VIA ELECTRONIC MAIL ONLY

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

RE: Quarterly Report 2024-2025 Q1

Dear Town Council:

In the 2024-2025 fiscal year, our office continued our representation of the Town as Town Attorney. In this capacity, in the second quarter of the fiscal year, we provided over 501 hours of legal work to the Town, generally comprised of the activities below.

- Attended:
 - 3 Town Council meetings
 - 1 Advisory Board meetings
 - 2 Code Enforcement Special Magistrate Hearings
 - 17 Meetings with Council Members, staff, and residents
- Drafted/Reviewed for legal sufficiency, approximately:
 - 24 Resolutions
 - 16 Ordinances
 - 28 Agenda Items/Supplemental staff reports
 - 33 Contracts
 - 15 Code Enforcement cases (including appeals, lien searches and releases)
 - 13 Development matters (including pre-application matters)
 - 5 Policies and Procedures
 - 29 Forms (including application, permit, and code enforcement related forms)

January 21, 2025

Page 2

- 5 Notices
- 2 Solicitations
- 1 Easement

- Counseled regarding:
 - Ethics matters, personnel matters, assessments, nonconformities, declarations of emergency, amendments to the District's Water Control Plan, elections, advertising requirements, Special District requirements, business impact statements, quorum and voting requirements, fireworks, business tax receipts, public records requests, conservation easement enforcement, permits, annexation, code enforcement, foreclosure, level of service

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

Sincerely,



Glen J. Torcivia

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



MEMO

TO: TOWN COUNCIL

FROM: VALERIE OAKES, CMC, TOWN CLERK

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

DATE: TUESDAY, FEBRUARY 04, 2025

SUBJECT: QUARTERLY REPORT – (OCTOBER 2024 – DECEMBER 2024)

As we conclude the October 2024 – December 2024 quarter and year, the Town Clerk's Office takes this opportunity to reflect on progress, accomplishments, and future goals/objectives ahead in the New Year. A primary focus this quarter was resolving the backlog concerning the Town Council meeting minutes for the year 2024. To effectively address this challenge, we have moved forward with producing them internally, ensuring accurate and complete meeting minutes.

To achieve operational efficiency, we have revised all meeting templates within the Municode Agenda Software. These enhancements are designed to streamline our agenda preparation process, enabling us to manage meetings more effectively and efficiently.

Another significant initiative involves the management of the Town's website. We have prioritized making the website more user-friendly and visually appealing. Updates have been implemented to the calendar and various webpages, enhancing accessibility and transparency for residents seeking information about Town operations and events. By improving our online presence, we aim to foster better communication with the public and ensure that vital information is readily accessible. The Office of the Town Clerk has made immediate updates to the Town Clerk's webpage, providing needed information on the election qualification period and what to expect throughout the entire election cycle from November 2024 through March 11, 2025, the date of the General Municipal Election Day.

Also, this quarter, the Town Clerk's Office efficiently managed public records requests, receiving a total of 33 new requests and permanently closing 39 requests, including six carried over from the previous quarter (July - September). The average response time for processing public records requests was an impressive 4 days, showcasing our commitment to transparency and timely service delivery. By the end of the quarter, the Town Clerk's Office received 153 year-to-date public

records requests. This reflects our ongoing dedication to maintaining transparency and addressing the needs of our community promptly and effectively.

We are enthusiastic about the official implementation of Laserfiche, which will serve as our document management and retention system. This technology will facilitate the efficient storage and retrieval of Town documents, further enhancing our office's operational effectiveness. Investing in this system will significantly improve our ability to manage records and respond promptly to public records requests.

As we enter the New Year, our attention is directed toward the March 11, 2025, General Municipal Election, in addition to post-election routine items like ballot certification, swearings-in, and etc. The Town Clerk's Office is dedicated to facilitating a seamless electoral process and ensuring that all necessary resources and information are readily accessible to residents.

Priorities for the Upcoming Quarter:

- **The Election:** Prepare for the upcoming Tuesday, March 11, 2025, General Municipal Election.
- **The Website:** The town's website has been enhanced and continues to be enhanced to improve user-friendliness and accessibility, ensuring vital information is easily accessible to the public.
- **Records Management:** Implementation of Laserfiche as a document management and retention system to facilitate the efficient storage and retrieval of Town documents and improve the management of meeting transcriptions

Moreover, the Town Clerk's Office remains committed to enhancing our services, promoting transparency, and ensuring our operations are accessible to the public. As we advance into the next quarter and new year and prepare for the upcoming election, we extend our gratitude for the continued support from our community and staff. We look forward to achieving our collective objectives together.

Valerie Oakes, CMC
Town Clerk
Town of Loxahatchee Groves

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

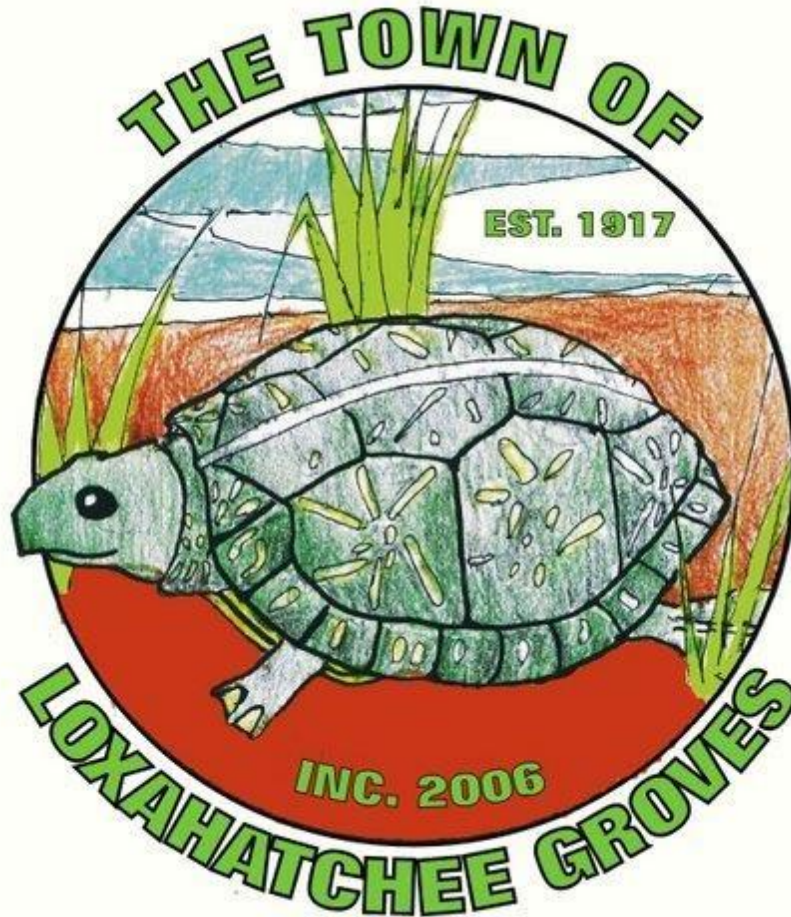
TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: February 04, 2025

SUBJECT: Discussion on Livestock Waste Franchise Agreement

Please be advised that **Agenda Item 15 – Discussion on the Livestock Waste Franchise Agreement** will be provided as a separate supplement. The necessary materials will be distributed upon receipt in their entirety for this agenda item.



RURAL ROAD IMPROVEMENT STANDARDS
UPDATED FEBRUARY 2025

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I. PURPOSE AND APPLICABILITY

The purpose of the Rural Road Improvement Standards is to establish unique road improvement design standards that are rural (rather than urban) in character for future road improvements in the designated Rural Residential area of the Town. The intent of the Rural Road Improvement Standards is to preserve and enhance the existing rural character of the Rural Residential Area consistent with the policy direction in the Comprehensive Plan. It is not the intent of these new design standards to change the planned roadway improvements outlined in the adopted Comprehensive Plan, but rather to affect the design and potentially construction timing of those future improvements to be more rural in character.

Once adopted by the Town Council, the Rural Road Improvement Standards shall apply to all future road improvements within the Town, including all new road widening and intersection improvements, as well as roadway paving and new road construction. These design standards shall also apply to previously approved road improvement projects within the Town that are not yet constructed or otherwise vested. For example, design specifications for intersection light standards outlined herein will be utilized on all public roadways where other intersection light fixtures have not already been purchased and/or placed.

The Rural Road Improvement Standards is a value-based approach for incremental (rather than ultimate) road improvements that solve specific traffic issues identified through periodic evaluations of traffic conditions. The Rural Road Improvement Standards document is based on principles of Context Sensitive Design. Under this policy, roads are not simply built to the projected ultimate improvement unless the actual demand exists. By phasing road improvements, the character of the rural residential area can be maintained.

II. RELATIONSHIP TO OTHER TOWN-ADOPTED PLANS AND POLICIES

COMPREHENSIVE PLAN

The Rural Road Improvement Standards implement the Comprehensive Plan goals, policies, and actions. These standards implement the provisions of the Future Land Use and Transportation Elements regarding the maintenance of features that create the rural character, including small local roadways and their functional characteristics and multiple use. Pursuant to State law, implementing documents must be consistent with the Town's adopted Comprehensive Plan.

UNIFIED LAND DEVELOPMENT CODE (ULDC)

The Rural Road Improvement Standards supplement the allowed use and development standards in the Town's adopted ULDC. Both documents are planning tools used by the Town to guide the physical form and function of the community consistent with the Comprehensive Plan. While most of the Town's ULDC regulations apply to land outside the public right-of-way, the rural roads Improvement standards focus on improvements within the public right-of-way. The ULDC does include special development standards for improvements within and adjacent to the right-of-way, including but not limited to access, fencing, special signage, and clear visibility requirements at the intersections of streets and driveways.

TOWN WIDE IMPROVEMENT STANDARDS

The Rural Road Improvement Standard document replaces the Districtwide Paving Analysis Report for design details associated with the Town's local roads, as defined in the Transportation Element of the Comprehensive Plan (Refer to Appendix A).

TRAILS MASTER PLAN

The Trails Master Plan is an expression of the Town's desire to have an exemplary off-street equestrian trail system that provides connectivity throughout the Town in order to offer recreational opportunities and an alternative method for transportation for Loxahatchee Groves residents. The Trails Master Plan discusses the use of off-street trails throughout the Town and is not part of this Rural Roads project since the Rural Road Improvement Standards focus on improvements in the right of way.

III. DEFINITIONS

Arterial streets - The arterial system carries the major portion of trips entering and leaving the urban area, as well as the majority of through movements. In addition, significant intra-area travel, such as between residential areas and commercial or business should be served by this system.

Average Daily Traffic (ADT) - The average of 24-hour traffic flows on a roadway segment (both directions) measured over multiple days, typically over a week or longer, measured under typical operating conditions excluding holidays, non-recurrent conditions (i.e., accidents), and times when schools are not in session.

Collector Streets - Provide both land access service and traffic circulation within residential neighborhoods, commercial and industrial areas. Collectors penetrate residential neighborhoods, distributing trips from the arterials through the area to the ultimate destination. Conversely, the collector street also collects traffic from local streets in residential neighborhoods and channels it into the arterial system.

Context Sensitive Design – Tailoring roadway design to adjacent land use with sensitivity to community values and considers cultural, historic, environmental and economic as well as traffic issues. Community members and Town staff are involved in a collaborative process that includes people/stakeholders with diverse expertise in order to reach solutions.

Endangered or Threatened Plant Species – Landscaping that is endangered or threatened shall not be removed without permission of the landowner. The list of endangered or threatened species is found in the Florida Administrative Code Chapter 5B-40.0055 – Regulated Plant Index

Invasive Species – Landscaping that is found on the Noxious Weed List in the Florida Administrative Code 5B-57.007. These plants shall be removed from any property and properly disposed of when a project under the scope of these standards is constructed.

Local streets - Primary function is to provide direct access to abutting land and access to collector streets. It offers the lowest level of mobility.

Median - Generally raised and curbed area separating opposing lanes of traffic.

Native Landscaping - Landscaping that is native and does not contain ornamental plantings. A list of native landscaping can be found on the UF/IFAS Extension website at <https://gardeningolutions.ifas.ufl.edu/plants/ornamentals/native-plants/>

Off Street – Improvements that are not located in the public right of way

On-Street – Improvements that are located in the public right of way

Right of Way – A strip of land occupied or intended to be occupied by certain transportation and public use facilities such as roadways and utilities.

Roundabout – A roundabout is larger than a traffic circle and used to allocate right-of-way for competing movements.

Rural Road – A roadway that is located within the Rural Residential Area of the Town.

Traffic Circle – A traffic circle is used as a traffic calming device at intersections that typically fit within the existing curb line.

Traffic Control Device – Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction.

IV. GENERAL PROCESS

Implementation of Rural Road Improvement Standards

The process for implementation of these Rural Road Improvement Standards is outlined in this document. Once the need for an improvement is identified, the Town will work with affected property owners and rural residents to discuss impacts and alternatives. Town Council will provide direction on the alternatives and the Capital Improvement Project Process outlined below will commence.

Capital Improvement Project Process

Roadway and intersection improvements are carried out by the Town Public Works Department and are listed as Capital Improvement Projects (CIP). Listed below are the steps of a CIP project.

1. Preliminary roadway evaluation to identify options, opportunities and constraints,
2. Employ the services of a surveyor to establish right-of-way, easement, or property lines so residents can visualize the improvement,
3. Community outreach meetings with affected property owners,
4. Preliminary project design, scope, and environmental evaluation,
5. Refine project design, scope, and environmental evaluation as needed to remain within budgetary constraints and proceed with certification,
6. Certification of the final preferred project,
7. Right-of-way engineering and negotiations-primarily with individual property owners,
8. Final design with more details in the defined right-of-way (e.g., landscape, lighting design, driveways) for review, comment, and approval by the Town Council after recommendations from the affected property owners,
9. Request bids for construction, award contract, and commence construction.

V. ROADWAY DESIGN

This section includes basic street typologies describing the range of public roads within the Rural Residential Area. The Rural Road Standards, identified as Table 1 Roadway Classifications, identifies the roadway design specifics for each of those road typologies. As stated in the this document, roadway widening shall occur when certain thresholds are met. The street sections shall be refined on a case-by- case basis for the preservation of trees. All roads will have minimal lane width with open drainage and native landscape. Roads within the Rural Residential Area will typically not include curb, gutter, or sidewalk. Except for demonstrated safety needs or for necessary tree preservation, there shall be no medians in the Rural Residential Area.

STREET SECTIONS

Roadways in the Rural Residential Area shall have a rural character that will include minimal lane widths. Roadway section standards are shown in the Rural Roads Standards table on page 9 of this document and include provisions for center turn lanes for improved access and safety.

EQUESTRIAN TRAILS OR PATHS

Horses and riders have the right-of-way on all local streets where equestrian trails are not presently available or accessible.

There may be places within the Rural Residential Area where equestrian trails or paths are necessary or desired (e.g., designated pedestrian access to schools and community facilities or commercial uses, connection to Townwide trail system). If included within the Rural Residential Area, paths shall be constructed with a surface such as compacted soil, shell rock, decomposed granite or other similar surface, that is appropriate for the intended use.

BIKEWAYS

Bike lanes and bike routes can be included as part of the roadways within the Rural Residential area as needed and as space permits. Bicycle circulation through the rural area will be provided with the use of bike routes and bike lanes for connectivity to Townwide trail system. Bike routes and bike lanes have been accounted for in the Rural Road Standards table in this document in the paved shoulder column.

CENTER TURN LANES

For the Rural Residential Area, use of center turn lanes will have a negligible effect on roadway capacity in the Town since the volume of turning traffic into and out of adjacent properties is low. However, the benefit of a center turn lane may be substantial for local residents that may have difficulty accessing their property. Consequently, center turn lanes may be considered for implementation at any time to improve safety and

convenience independent of intersection improvements. The need for center turn lanes will be determined on a case-by case basis.

MEDIANS

Except for demonstrated safety needs or for necessary tree preservation, there shall be no medians in the Rural Residential area. If needed for tree preservation, the inside travel lane (closest to the median) will be 12 feet and include a curb between the travel lane and median and will include curb cuts in order to facilitate drainage from around the tree.

LANDSCAPE

Rural roadways shall have native landscaping within the public right-of-way. Ornamental plantings will not be part of the project unless they are pre-existing. The landscaping will not be irrigated except as necessary for establishment. Healthy, viable trees shall be saved wherever possible. Exotic and Noxious plants shall be removed from the project area.

GUARDRAIL

Guardrails should be used along all roadways to protect drivers and vehicles from roadside hazards. Guardrails, when used, should be designed in accordance with FDOT Section 536 following the plans located in the FDOT Standard Plans Index 536.

DRAINAGE

Rural roadways shall include open swales for drainage. Native vegetation will be allowed to grow within the open swale as long as the vegetation does not reduce the efficiency of the swale or create a fire hazard. Swale width shall be the minimum necessary to accommodate the drainage requirements of the particular roadway and adjacent properties.

Roadside swales shall be designed and constructed as necessary to accommodate the drainage requirements of the particular roadway and adjacent properties. Roadway drainage improvements shall incorporate sound engineering practices to maintain the integrity of the roadway and the conveyance of storm water runoff.

TRAFFIC CALMING

There are many methods for traffic calming that can be employed by the Town. The Town standard is the Seminole style speed hump. The details for the traffic calming can be found in Appendix B. The design of this hump is as follows.

1. The total length of the speed hump is 22 foot in length;
2. The total elevation at the "table" section is 3.5";
3. The ramp length is 6 foot in length;
4. The flat section is 10 foot in length;

5. "Speed Hump" signs shall be placed immediately prior to start of the speed hump.
6. Within 150' foot of the base of the speed hump a "Bump Ahead" sign shall be placed.

EXISTING CONDITIONS

All current roads that are in service at the time of adoption of these standards are non-conforming roads that are considered in compliance with the standards at the time of the road's installation. As these roads are milled and overlayed or significantly improved, they will be required to be brought up to the current accepted standards.

VI. ROADWAY CLASSIFICATIONS The roadway classifications levels are identified as follows:

1. County and State Roads – Okeechobee Blvd and Southern Blvd - Okeechobee Blvd is classified as a County Road and the road surface is maintained by Palm Beach County. The signs and striping are maintained by the Town. Southern Blvd is a State Road, and the Town has no maintenance obligation for this road. The weight limit on County and State Roads is determined by the agency responsible per Florida Department of Transportation Guidance.
2. Service Level 1 – Throughfare Roads – B Rd, D Rd, and F Rd – These arterial roads are defined as “Principal public access from Town properties to both Okeechobee Blvd and Southern Blvd.” All service level 1 roads are a paved surface and stripped in accordance with the road paving guidance at the time of paving and striping. These roads should have a maintained drive width of at least 20 feet with a preferred width of 24 feet. The weight limit on service level 1 roads is 22,000 lbs.
3. Service Level 2 – Primary Roads – A Rd, C Rd, and E Rd – These arterial roads are defined as “Public access from Town properties to Okeechobee Blvd or Southern Blvd.” This includes the following lettered roadways A Rd, C Rd, and E Rd. The primary roads are usually at least a half mile in length and should have a maintained drive width of at least 18 feet with a preferred width of 24 feet. These roads are currently a combination of paved and unpaved surfaces. The weight limit on these roads is 22,000 lbs.
4. Service Level 3 – Subdivision Neighborhood Roads – Upper and Lower North Rd, Collecting Canal Rd, Compton Rd, Bryan Rd, Casey Rd, Marcella Rd, Tangerine Dr, E Citrus Rd, Gruber Ln, and 6th Ct N – These collector streets are defined as “Connector public access between two or more Service Level 1 or Service Level 2 roads.” These roads have a typical straight away length of at least one half a mile, servicing at least 12 lots. These roads should have a maintained drive width of at least 18 feet with a preferred width of 24 feet. These roads are a combination of paved and unpaved surfaces. The weight limit on these roads is 22,000 lbs.
5. Service Level 4 – Subdivision Non-Through Roads – These roads are defined as “Non-through public direct access to Town properties.” These roads are connected to service level 3 roads and are typically considered dead end roads. These roads should have a maintained drive width of at least 16 feet with a preferred width of 20 feet. These roads are a combination of paved and unpaved surfaces. The weight limit on these roads is 22,000 lbs.
6. Service Level 5 – Private Roads – These roads are defined as “Non-through

private direct access to Town properties.” The roads are considered and labeled as privately maintained subdivision roads. These roads are not built, paved, or maintained by the Town. Zoning code states the road surface for a private road shall be a minimum of 15 feet and will make the recommendation on the most efficient surface and manner to maintain the road. The weight limit on these roads are restricted to rating provided by the engineer of record who designed them.

Table 1 Roadway Classifications

Rural Road Classification	Lane Width (Minimum)	Paved Shoulder	Unpaved shoulder/transition	Roadside Ditch	Total Pavement Width	Turn Lane Width
Level 1 (>400 ADT)	10-ft	1 to 3-ft	1-ft	Open, varies	20 to 24-ft	11
Level 2 (<400 ADT)	10-ft	1 to 3-ft	1-ft	Open, varies	20 to 24-ft	0
Level 3	10-ft	1 to 3-ft	1-ft	Open, Varies	18 to 24-ft	0
Level 4	10-ft	1 to 3-ft	1-ft	Open, Varies	16 to 20-ft	0
Level 5	8	1 to 3-ft	1-ft	Open, Varies	15 to 20-ft	0
2-lane + center turn lane	11-ft	3 to 5-ft	3-ft	Open, Varies	40 to 44-ft	12-ft

VII. INTERSECTION DESIGN

Intersection improvements shall be phased and constructed as needed based on traffic counts. Intersections will be designed in keeping with the rural character of the area and shall not include curb, gutter, and sidewalks and will have only minimal safety lighting.

Phased Intersection improvements are based on traffic volumes. The intersection improvements are the maximum that would be made at an intersection. Once the threshold is met, the intersection will be evaluated to see if all the improvements listed are warranted.

INTERSECTION IMPROVEMENTS

Intersections shall not adversely affect nor alter or detract from the existing rural residential appearance, appeal, or quality of life. Improvements will include designs and scale that minimizes pavement and use of turn lanes whenever possible.

Luminaires may not be required on all four corners of an intersection. Lighting analysis software shall be used to determine the minimum number of luminaires required at an intersection to meet standard illumination requirements. Lighting requirements at specific intersections will be evaluated on a case-by-case basis.

The installation of curb, gutter, and sidewalk is not required and shall not be a part of the signalization of an intersection. Other options that may be considered when an intersection is signalized are placing signal poles farther from the edge of travel way, placing berms around signal poles or signal cabinets, and providing small pedestrian refuge areas at the edge of the road where a crosswalk is proposed.

DRIVEWAY SEPARATION (NEW DRIVEWAYS ONLY)

When existing driveways are near an intersection and their access is impacted by intersection improvements then a special evaluation is required. The Town will work with affected property owners to determine appropriate action to maintain property access. For new driveways, compliance with Section 100 of the Unified Land Development Code is required.

SIGHT TRIANGLES

The Town of Loxahatchee Groves has established Article 105-005 in regard to sight triangles at various intersection types.

1. *Intersection of driveway and street.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway, measured 10 feet from the intersection, and on the street line, measured 10 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
2. *Intersection of trail and street.* Where a trail intersects a street, the triangular area of property on both sides of a trail, measured 10 feet from the intersection, and on the street line, measured 10 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
3. *Intersection of two streets.* Where two streets intersect, the triangular area of

property on all sides of the intersection measured 25 feet from the intersection, and on the street line, measured 25 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.

In addition to these requirements, properly located and designed driveways and intersections allow drivers to visualize oncoming traffic at the point where the driveway meets the road. Vegetation such as tree limbs, shrubbery, and bushes should be maintained at a level to promote adequate visibility. For all Town roads a proper sight distance of 335 feet should be maintained if you look to the left and 290 feet if looking to the right.

Cameras

The Town of Loxahatchee Groves has contracted the services of an automated speed detection system to detect and cite those driving in excess of the posted speed limit. These devices will be deployed in school zones to enforce school zone speed for the safety of our children and the pedestrian traffic who may be traversing these areas. Locations and associated fines are outlined by the ordinances passed by the Town Council. In addition to the speed detection cameras, the Town is deploying license plate reading cameras at critical intersections in cooperation with the Palm Beach County Sheriff's Office to assist law enforcement, providing safety and protection for our residents. The location of these cameras will be determined by Town Management through discussions with the Palm Beach County Sheriff's Office and the vendor. These cameras will be used exclusively by the aforementioned parties. Future locations will be considered as needed. Installations will be located at a minimum of 6 feet from the road edge if not protected by a curb or guardrail. The distance will be 2 feet if the camera is protected by a raised Type "D" or Type "F" curb or a guard rail.

VIII. INTERSECTION LIGHTING STANDARDS AND DESIGN

The least intrusive intersection lighting is to be considered when improvements are made at an intersection, where lighting is needed for safety reasons, or when a new intersection is constructed. Continuous roadway lighting is not to be installed. Computer software shall be used to calculate the optimum location, height, and spacing for alternative lighting solutions at each intersection. All lighting shall comply with Section 50-030 of the current edition of the Unified Land Development Code.

LIGHTING SOURCES

Energy efficient LED lighting is preferred due to the more natural color rendition and pure white light. LED fixtures are energy efficient and have a long service life. High pressure sodium or metal halide lamps are not permitted.

DARK SKY

To minimize trespass lighting to the skies, full cutoff luminaires are required. Full cutoff luminaires are designed so that they do not emit any light above 90 degrees, thereby reducing sky glow. Ensure the design results in good uniformity to improve visibility and minimize reflected light into the sky.

POLE HEIGHTS

The height of any outdoor lighting pole shall not exceed 25 feet per Section 50-030 of the current approved edition of the Unified Land Development Code.

SHIELDS

Use internal or external shields when necessary to minimize light trespass onto neighboring properties. Use of shields should be evaluated to ensure they do not impact the required intersection lighting levels.

IX. SPECIAL SIGNAGE

Signage can be used for many purposes in the Rural Residential Area. Signs can identify that a motorist is entering a Rural Residential Area as well as posting a speed limit for the area.

AGRICULTURAL VEHICLE, LIVESTOCK, HORSE CROSSING, AND PEDESTRIAN CROSSING SIGNS

Signs that indicate to motorists they are in a Rural Residential Area are encouraged. These signs may be used at appropriate locations in the Rural Residential area.

SPECIAL SPEED LIMIT SIGNS

Speed limit signs that utilize radar for detecting speed shall be used whenever possible in key locations along 2- and 4-lane arterials with Town approval.



W11-7



W11-5

X. ROADWAY CONSTRUCTION SPECIFICATIONS

1. Roadway Design Requirements

1.1 General Design Standards

- Follow AASHTO Green Book for geometric design principles.
- Adhere to FDOT SP-12.5 asphalt specifications for surfacing where applicable.

1.2 Geometric Design

Design Parameter	Specification
Design Speed	30 mph (based on road classification).
Design Weight	80,000 pounds
Roadway Width	Arterial and Collector Roads: 20' Min., 24' Preferred; Local Roads: 18' Min., 20' Preferred.
Shoulder Width	2 feet, Shell Rock preferred.
Stopping Sight Distance	As per AASHTO for selected design speed.
Cross Slope	2–4% to facilitate proper drainage.
Pavement Thickness	SP-12.5 asphalt, 2.5 inches thick on compacted base rock.
Base Layer	Minimum 10 inches of compacted limerock or shell rock base (LBR 100).
Subgrade Layer	12" Compacted Subgrade
Shoulder Cross Slope	4–6% to prevent water accumulation.

1.3 Road Surfacing

1. Asphalt Pavement:

- Material: SP-12.5 asphalt mix, as per FDOT Specifications.
- Thickness: Minimum 2.5 inches compacted thickness.
- Base: Minimum 10 inches of limerock or shell rock base (LBR 100) compacted to 98% maximum density per AASHTO T-180.
- Subgrade: Minimum 12 inches of compacted to 98% maximum density pre AASHTO T-180.

2. Shell Rock Roads:

- **Surface thickness: Minimum 8 inches of limerock or shell rock base (LBR 100) compacted to 98% maximum density per AASHTO T-180.**
- **Subgrade: Minimum 12 inches of compacted to 98% maximum density pre AASHTO T-180.**
- **Gradation: base to 1-12 shell to ensure load-bearing and minimal dust.**

2. Roadway Drainage Specifications

2.1 Roadway Drainage Principles

- **Effective drainage is essential for rural road longevity and safety.**
- **Get water off the road quickly and avoid water running lengthwise along the road.**

2.2 Cross Slope and Road Crown

- **Cross Slope:**
 - **Asphalt Roads: 2–4% slope.**
 - **Shell Rock Roads: 4–6% slope to allow for water runoff.**
- **Crown: Maintain a consistent crown to ensure water dispersal to shoulders and ditches.**

2.3 Shoulders and Ditches

1. Shoulders:

- **Width: 2–4 feet, surfaced with Shell Rock or compacted soil.**
- **Cross Slope: 4–6% for proper drainage.**

2. Ditches:

- **Slope:**
 - **2:1 for stable soils.**
 - **3:1 for erodible soils or where safety concerns exist.**
- **Depth: Minimum 18–24 inches below the road surface.**
- **Lining:**
 - **Grass-lined for non-erosive flows (less than 2 ft/sec).**
 - **Stone or riprap-lined for erosive or high-velocity flows.**

3. Ditch Maintenance:

- **Regular cleaning to remove obstructing sediment and vegetation.**

- **Avoid direct discharge into canals—use vegetated buffers or turnouts.**

2.4 Culverts and Stream Crossings

1. Culverts:

- **Material: Corrugated Aluminum pipe (CAP) reinforced concrete pipe (RCP), or Advanced Drainage Systems ADS-HP pipe.**
- **Minimum Diameter: 18 inches.**
- **Design Capacity: Accommodate 100-year storm flows with debris allowance.**
- **Placement: Ensure proper bedding and alignment to prevent erosion.**
- **Reinforced concrete pipe must include a headwall at any otherwise unsupported ends**

2. Low-Water Crossings:

- **For low-flow swales with minimal environmental impact.**
- **Surface: Reinforced concrete or riprap for erosion resistance.**

3. Headwalls:

- **Install concrete or riprap headwalls to stabilize culverts where pipes penetrate the sloped ground surface**

2.5 Roadside Drainage Structures

- **Swales: Grass-lined or stone-lined swales for low-velocity runoff.**
- **Turnouts: Divert water away from ditches into vegetated areas to reduce erosion.**
- **Energy Dissipation: Use riprap aprons or plunge pools at culvert outlets.**
- **Catch basin: collect runoff where necessary and install culvert connection to receiving canal**

3. Safety Features

- **Signage and Markings: Comply with MUTCD standards for rural roads.**
- **Clear Zones: Maintain a 10-foot recovery area where feasible.**
- **Pavement Markings:**
 - **Centerlines: Required for roads >20' and with traffic >400 vehicles/day.**
 - **Edge lines: Recommended for all paved roads >20'.**

4. Maintenance and Rehabilitation

1. Paved Roads (SP-12.5 Asphalt):

- **Crack Sealing:** Annually for cracks >1/4 inch wide.
- **Patching:** Use hot mix asphalt for potholes and localized failures.
- **Overlays:** Apply 1–2 inches of new asphalt every 8–12 years based on traffic load.

2. Shell Rock Roads:

- **Grading:** Grade monthly to maintain cross slope and crown.
- **Re-Shell Rocking:** Add new aggregate every 2–3 years or as needed.

3. Drainage Systems:

- **Clean ditches and culverts annually to ensure unobstructed flow.**
- **Stabilize eroded areas with vegetation or stone as needed.**
- **Take advantage of natural slopes and well-drained subgrade when possible to promote safe and efficient collection and removal of water from roadways and reduce saturation of roadway and base materials**

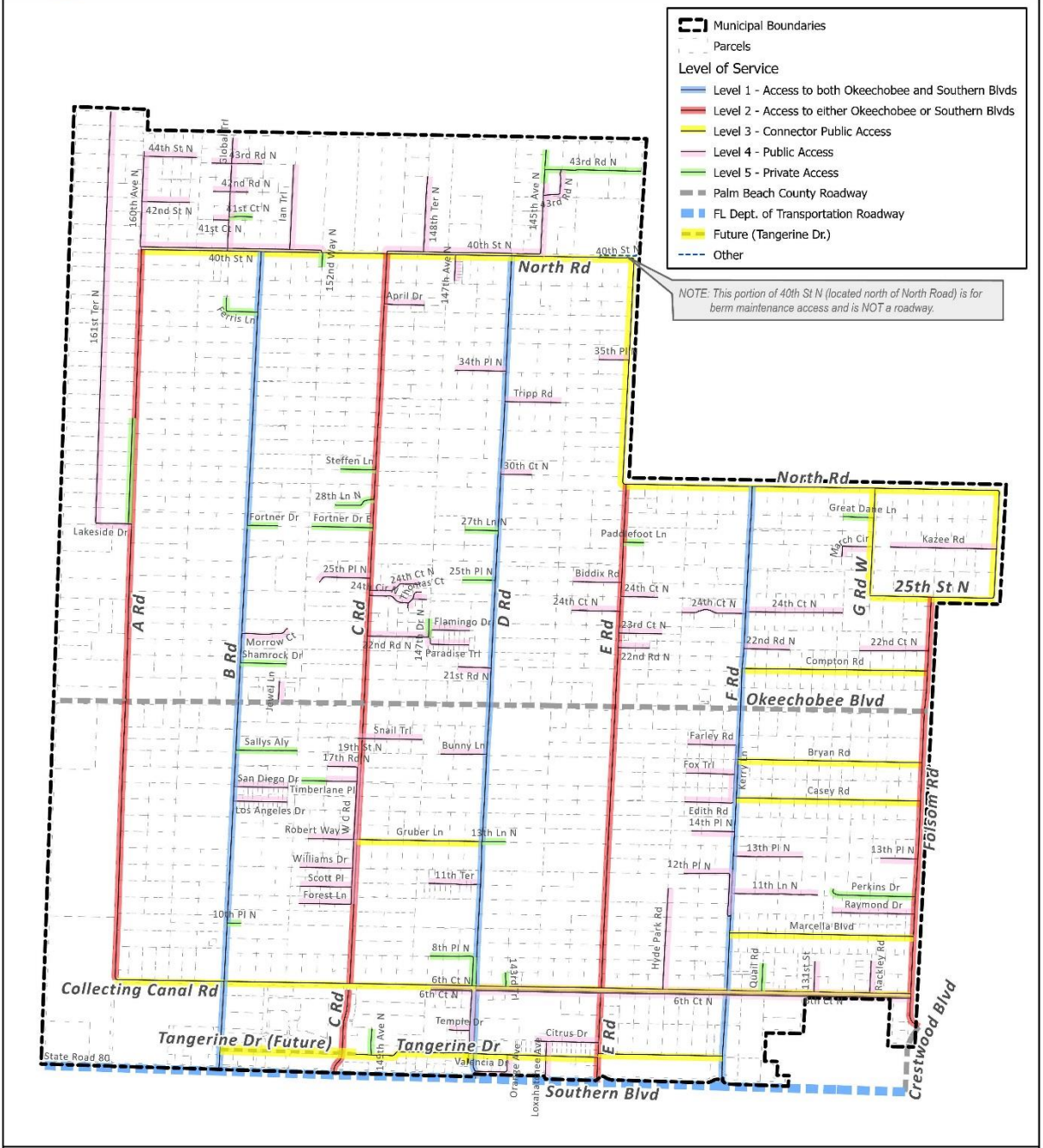
5. Environmental and Cost Considerations

- **Design roads to minimize environmental impact, avoiding wetlands and flood-prone areas.**
- **Use erosion control measures such as grassed swales, riprap, and sediment basins.**
- **Balance cost and performance using locally sourced materials for subbase and surfacing.**



**LOXAHATCHEE
GROVES
FLORIDA**

MAP TRN-2 - Local Roads Classification Map



Legend

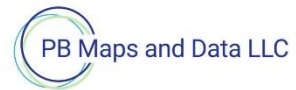
- Municipal Boundaries
- Parcels
- Level of Service**
 - Level 1 - Access to both Okeechobee and Southern Blvds
 - Level 2 - Access to either Okeechobee or Southern Blvds
 - Level 3 - Connector Public Access
 - Level 4 - Public Access
 - Level 5 - Private Access
 - Palm Beach County Roadway
 - FL Dept. of Transportation Roadway
 - Future (Tangerine Dr.)
 - Other

NOTE: This portion of 40th St N (located north of North Road) is for berm maintenance access and is NOT a roadway.

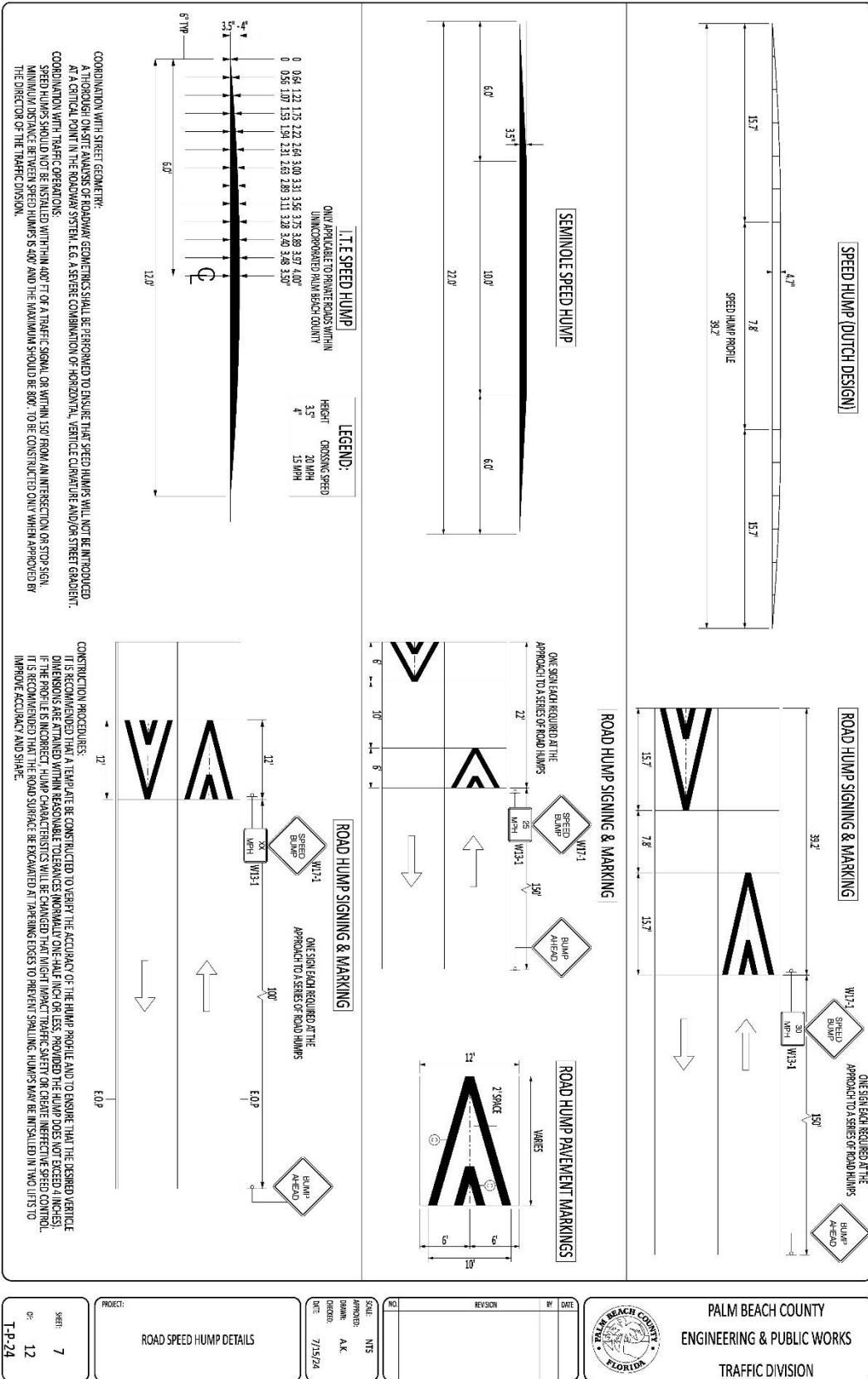
Source: 2023 Town of Loxahatchee
Municipal Boundaries and Roads;
County Property Appraiser Parcels



0 0.5 1 Miles



APPENDIX B





**LOXAHATCHEE
GROVES**
FLORIDA

February

Item 17.

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

						1
2	3 9 A.M. CODE ENFORCEMENT	4 6:00 P.M. TOWN COUNCIL	5	6	7	8
9	10	11 NATIONAL 2-1-1 DAY	12	13	14	15
16	17 PRESIDENTS DAY TOWN HALL CLOSED	18-21 NATIONAL FUTURE FARMERS OF AMERICA WEEK NATIONAL ENGINEERS WEEK				22
23	24 6 P.M. AGRITOURISM MEETING	25	26	27 10 A.M. DRM MEETING	28	29
30	31					Updated on: 1/22/25 Office of the Town Clerk

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: TOWN COUNCIL

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

DATE: FEBRUARY 4, 2025

SUBJECT: PROCLAMATION – 2-1-1 AWARENESS DAY – FEBRUARY 11, 2025

Background

2-1-1 is a vital resource for individuals and families in need, providing free and confidential assistance 24/7 to connect residents to essential services, including crisis counseling, disaster recovery resources, housing assistance, elder care, and support for individuals struggling with mental health challenges. This three-digit helpline serves as a lifeline, addressing critical needs within the community.

The Town of Loxahatchee Groves has consistently demonstrated its commitment to enhancing the quality of life for its residents. Recognizing 2-1-1 Awareness Day on February 11 aligns with the Town's efforts to promote public awareness of valuable resources available to its citizens. By formally proclaiming this day, the Town can play a role in highlighting the significance of 2-1-1 and encouraging residents to utilize its services.

The Palm Beach and Treasure Coast 2-1-1 network serves as a trusted partner to municipalities, offering vital services that foster resilience and well-being among residents. Marking this day will also show support for the dedicated professionals and volunteers who staff the helpline.

Recommendation:

It is recommended that the Town Council adopt the attached proclamation recognizing February 11, 2025, as 2-1-1 Awareness Day. This will help promote awareness and encourage residents to utilize 2-1-1 services for support and resources.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

***WHEREAS**, 2-1-1 is a free and confidential service connecting individuals with essential health and human services, including crisis counseling, disaster recovery resources, housing assistance, elder care, and mental health support; and*

***WHEREAS**, this vital helpline operates 24 hours a day, seven days a week, ensuring residents have access to assistance when needed; and*

***WHEREAS**, the Town of Loxahatchee Groves is committed to enhancing the quality of life for its residents by promoting awareness of valuable community resources; and*

***WHEREAS**, recognizing February 11, 2025, as 2-1-1 Awareness Day aligns with the Town's efforts to encourage residents to utilize available services for support and information; and*

***WHEREAS**, the 2-1-1 Palm Beach and Treasure Coast network serves as a trusted partner to municipalities, offering services that foster resilience and well-being among residents; and*

***WHEREAS**, observing this day acknowledges the dedication of professionals and volunteers who staff the helpline, providing critical assistance to those in need;*

***NOW, THEREFORE**, the Mayor and Town Council of Loxahatchee Groves, do hereby proclaim February 11, 2025, as 2-1-1 Awareness Day in the Town of Loxahatchee Groves and encourage all residents to become aware of and utilize the services provided by 2-1-1.*

2-1-1 AWARENESS DAY

*In the Town of Loxahatchee Grove,
Palm Beach County, Florida*

***IN WITNESS WHEREOF**, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 4th day of February 2025.*

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk

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



AGENDA MEMO

TO: TOWN COUNCIL

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

DATE: FEBRUARY 4, 2025

SUBJECT: PROCLAMATION – National Future Farmers of America (FFA) Week – February 15-22, 2025

Background

The National FFA Organization, formerly known as Future Farmers of America, is a youth organization that promotes leadership, personal growth, and career success through agricultural education. Celebrating National FFA Week provides an opportunity to recognize the contributions of FFA in preparing future leaders in agriculture, fostering an appreciation for farming, and highlighting the importance of agriculture in sustaining our communities. This annual observance encourages engagement with local FFA chapters, schools, and agricultural initiatives, reinforcing the Town's commitment to rural values and agricultural heritage.

Recommendation:

It is recommended that the Town Council adopt the attached proclamation recognizing February 15-22, 2025, as National FFA Week in the Town of Loxahatchee Groves to honor the contributions of agriculture and support agricultural education.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

***WHEREAS**, agriculture plays a vital role in sustaining our community, contributing to our economy, and ensuring a secure food supply; and*

***WHEREAS**, the National FFA Organization, formerly known as Future Farmers of America, has been instrumental in preparing future generations for careers in agriculture, developing leadership skills, and promoting community service; and*

***WHEREAS**, National FFA Week provides an opportunity to recognize and celebrate the contributions of FFA members, advisors, and alumni who have dedicated themselves to advancing agricultural education; and*

***WHEREAS**, the Town of Loxahatchee Groves is proud to support agricultural education and values the efforts of young leaders and educators who ensure the prosperity of agriculture for future generations;*

***NOW, THEREFORE**, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim February 15-22, 2025, as **National Future Farmers of America (FFA) Week** in the Town of Loxahatchee Groves and urge all residents to recognize the importance of agriculture in our community and support the efforts of FFA members and advisors.*

NATIONAL FUTURE FARMERS OF AMERICA (FFA) WEEK

*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 4th day of February 2025.*

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk

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



AGENDA MEMO

TO: TOWN COUNCIL

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

DATE: FEBRUARY 4, 2025

SUBJECT: PROCLAMATION – National Engineers Week – February 16-22, 2025

Background

National Engineers Week, founded in 1951 by the National Society of Professional Engineers, is celebrated annually to honor the vital contributions engineers make to society. Engineers drive innovation, improve infrastructure, and provide solutions to complex problems that benefit communities and the world. Recognizing National Engineers Week highlights the importance of engineering as a profession and inspires future generations to pursue careers in this critical field. This proclamation also reflects the Town's appreciation for the role of engineers in developing and maintaining the Town's infrastructure and ensuring the well-being of its residents.

Recommendation:

It is recommended that the Town Council adopt the attached proclamation recognizing February 16-22, 2025, as National Engineers Week to honor engineers' contributions and encourage future innovations.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

***WHEREAS**, engineers use their scientific and technical expertise to solve problems, design innovative solutions, and improve the quality of life for all; and*

***WHEREAS**, the contributions of engineers are vital to the development and maintenance of infrastructure, including roads, bridges, water systems, and public facilities, which are essential to the well-being of our community; and*

***WHEREAS**, National Engineers Week highlights the importance of engineering in shaping the future and inspires young people to consider careers in this critical field; and*

***WHEREAS**, the Town of Loxahatchee Groves recognizes the outstanding achievements and dedication of engineers whose work ensures the safety, efficiency, and sustainability of our community;*

***NOW, THEREFORE**, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim February 16-22, 2025, as **National Engineers Week** in the Town of Loxahatchee Groves and encourage all residents to join in celebrating the contributions of engineers and promoting engineering education for the next generation.*

NATIONAL ENGINEERS WEEK

*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 4th day
of February 2025.*

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: February 4, 2025
SUBJECT: Discussion on Future Agenda Items

Please see the tentative schedule for future agenda items that have been scheduled through December 2025.

*The schedule is subject to change.

Recommendation:

Review, discuss and direct staff.

2025 AGE/VDA SCHEDULE

March 4, 2025

Richard Gallant: ITID Mutual Aid Agreement

Agenda Location: Consent

Jacek Tomasik: Resolution on Civil Citations

Topic: Resolution

Agenda Location: Consent

Jeff Kurtz: Discussion on Code Compliance Complaint Reporting Requirements

Topic: Ordinance

Agenda Location: Discussion

Support Staff: Building Official

Richard Gallant: Adoption on Resolution on Adopting Engineering Standards / District Standards

Topic: Resolution

Agenda Location: Consent

Support Staff: Project Coordinator

Jeff Kurtz: Discussion and Approval of Assessment Methodology / 197 Requirements

due Jan 29, 2025

Topic: Administrative

Agenda Location: Regular

Support Staff: Project Coordinator

Second Reading on Ordinance on ULDC Updates (Part I-Historical Legacy/Vested Rights)

Topic: Ordinance

Agenda Location: Public Hearing

Support Staff: Project Coordinator

Consultant Review Required: Public Works Director / Planners

Re-Occurring Schedule: February & March

Jeff Kurtz: First Reading on Code Compliance Complaint Reporting Requirements

due Jan 29, 2025

Topic: Ordinance

Agenda Location: Public Hearing

Support Staff: Building Official

Jeff Kurtz: First Reading on Ordinance on Tree Removal (Section 87) and Disbursement of Funds

due Jan 29, 2025

Topic: Ordinance

Agenda Location: Public Hearing

Jeff Kurtz: First Reading on Ordinance on Non-Conforming Lots

due Jan 29, 2025

Topic: Ordinance

Agenda Location: Public Hearing

Sammie T. Brown, IBA, FRA-RP, MEDP: National Flood Awareness Week Proclamation - 3/6-10

due Jan 29

Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March

Proclamation for March 6-10

- Valerie Oakes:** Resolution: FMIT Board of Trustees Appointment due Jan 29, 2025
 Topic: Legislative
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
- Valerie Oakes:** Resolution: FML Trust Board of Trustees Appointment due Jan 29, 2025
 Topic: Legislative
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
- Valerie Oakes:** Resolution: FMI Trust Board of Trustees Appointment due Jan 29, 2025
 Topic: Legislative
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Employee Appreciation Day Proclamation - First Friday in March due Jan 29, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
Proclamation for First Friday in March
- Amber Schneider:** Emergency Loan of Credit Renewal due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Regular
 Support Staff: HR / Grants / Contracts Coordinator
- Jeff Kurtz:** First Reading on Ordinance on Livestock Waste Franchise due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Town Manager
- Jeff Kurtz:** Approval on SOD Farm Agreement due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Discussion
 Support Staff: Project Coordinator
- Richard Gallant:** Discussion on Roadway & Drainage due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Discussion
- Jeff Kurtz:** Discussion on Water Control Plan Updates due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Discussion
- Valerie Oakes:** Informational Items due Jan 29, 2025

Topic: Administrative
Agenda Location: Discussion

Item 19.

- Jeff Kurtz: Audit Presentation** due Jan 29, 2025
Topic: Budget & Finance
Agenda Location: Presentation
- Richard Gallant: Drainage Bid Award** due Jan 29, 2025
Topic: Administrative
Agenda Location: Regular
- Jeff Kurtz: Ordinance on Agritourism Committee recommendations** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Ordinance on Conditional Use / Special Exception Procedures** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Ordinance on Rural Vista Guidelines** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Ordinance on ULDC Updates (Part II-Roadway/Traffic Standards)** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Richard Gallant: Piggyback Contract: Hinterland (Culvert Clearing)** due Jan 29, 2025
Topic: Resolution
Agenda Location: Consent
- Richard Gallant: Resolution on Update to the Fee Schedule for Engineering & Public Works Permit Fees** due Jan 29, 2025
Topic: Resolution
Agenda Location: Consent
- Richard Gallant: Award of Culvert / Drainage ITB** due Jan 29, 2025
- Jeff Kurtz: 1032 Foreclosure** due Jan 29, 2025
- Amber Schneider: Bank United Line of Credit** due Jan 29, 2025

April 1, 2025

- Richard Gallant: Piggyback Contract: Hinterland (Culvert Clearing)**
Topic: Administrative
Agenda Location: Consent
Support Staff: Public Works Director
Re-Occuring Schedule: March
- Jeff Kurtz: Discussion on Water Control Plan Updates**
Topic: Administrative
Agenda Location: Discussion
- Richard Gallant: Moore's Grove Subdivision revisions & recordation**
Topic: Administrative
Agenda Location: Regular

- Jeff Kurtz:** Discussion on Tree Mitigations Progress Report; Tree Mitigation Fund Report; Potential Land Purchase
Topic: Administrative
Agenda Location: Discussion
Support Staff: Project Coordinator & Public Works Director
Discussion of current Tree Mitigations in progress/Tree Mitigation Fund Report / Potential Land Purchase
- Jeff Kurtz:** Discussion & Direction on SOD Farm Agreement
Topic: Administrative
Agenda Location: Discussion
Support Staff: Project Coordinator
- Jeff Kurtz:** Discussion on Ordinance on Non-Conforming Lots
Topic: Ordinance
Agenda Location: Discussion
- Jeff Kurtz:** Discussion on Ordinance on Tree Removal (Section 87) and Disbursement of Funds
Topic: Ordinance
Agenda Location: Discussion
- Richard Gallant:** Award of ITB-culverts & catch basins due Feb 26, 2025
Topic: Purchasing
Agenda Location: Consent
Support Staff: Public Works Director
- Jeff Kurtz:** Second Reading on Code Compliance Complaint Reporting Requirements due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Building Official
- Jeff Kurtz:** Second Reading on Ordinance on Tree Removal (Section 87) and Disbursement of Funds due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz:** Second Reading on Ordinance on Non-Conforming Lots due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz:** Second Reading on Ordinance on Livestock Waste Franchise due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Town Manager
- Jacek Tomasik:** Ordinance on Abandoned Property Code due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Building Official
Re-Occurring Schedule: April & March
- Jeff Kurtz:** Ordinance on Livestock Waste BMPs due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Project Coordinator
- Jeff Kurtz:** Ordinance on Rural Vista Guidelines due Feb 26

Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Project Coordinator
 Consultant Review Required: Planners
 Re-Occurring Schedule: April & May

- Valerie Oakes: March Election Results for Town Candidates** due Feb 26, 2025
 Topic: Election
 Agenda Location: Presentation
 Support Staff: Town Clerk
 Re-Occurring Schedule: April
- Sammie T. Brown, IBA, FRA-RP, MEDP: Child Abuse Prevention Month Proclamation** due Feb 26, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: April
- Sammie T. Brown, IBA, FRA-RP, MEDP: Earth Day Proclamation 4/22** due Feb 26, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: April
 Proclamation for April 22
- Sammie T. Brown, IBA, FRA-RP, MEDP: National Arbor Day Proclamation - Last Friday in April** due Feb 26, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: April
 Proclamation for Last Friday in April
- Sammie T. Brown, IBA, FRA-RP, MEDP: National Volunteer Appreciation Week Proclamation 4/20-26** due Feb 26, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: April
 Proclamation for April 20-26
- Valerie Oakes: Oath of Office - Town Council & Board Members** due Feb 26, 2025
 Topic: Election
 Agenda Location: Presentation
 Support Staff: Town Clerk
 Re-Occurring Schedule: April
- Valerie Oakes: Resolution: Appoint Mayor and Vice Mayor** due Feb 26, 2025
 Topic: Election
 Agenda Location: Regular
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: April

- | | |
|---|--|
| <input type="checkbox"/> Valerie Oakes: Resolution: Appointment of District Chair and Treasurer
Topic: Election
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April | due Feb Item 19. |
| <input type="checkbox"/> Valerie Oakes: Resolution: Designation of Mayor as Signing Agent
Topic: Legislative
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April | due Feb 26, 2025 |
| <input type="checkbox"/> Valerie Oakes: Resolution: Establishing Committees/Responsibilities
Topic: Legislative
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April | due Feb 26, 2025 |
| <input type="checkbox"/> Valerie Oakes: Resolution: Rules and Procedures for Town Council
Topic: Legislative
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April | due Feb 26, 2025 |
| <input type="checkbox"/> Richard Gallant: Discussion on Roadway & Drainage
Topic: Administrative
Agenda Location: Discussion | due Feb 26, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Discussion on Water Control Plan Updates
Topic: Administrative
Agenda Location: Discussion | due Feb 26, 2025 |
| <input type="checkbox"/> Valerie Oakes: Informational Items
Topic: Administrative
Agenda Location: Discussion | due Feb 26, 2025 |
| <input type="checkbox"/> Valerie Oakes: Resolution: Establishment of Regular Meeting Schedules
Topic: Resolution
Agenda Location: Consent | due Feb 26, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Ordinance on Conditional Use / Special Exception Procedures
Topic: Ordinance
Agenda Location: Public Hearing | due Feb 26, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Discussion of Scope for Assessment Methodology, mobility Fees, impact Fees RFP
Topic: Administrative
Agenda Location: Discussion | due Feb 26, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Annual Landowner's Meeting
Topic: District Item
Agenda Location: District Item | due Feb 26, 2025 |
| <input type="checkbox"/> Richard Gallant: Ordinance on Townwide Traffic & Road Standards | due Feb 26, 413 |

Topic: Ordinance
Agenda Location: Public Hearing

Jeff Kurtz: Ordinance on Travel Policy

due Feb 26, 2025

Topic: Ordinance
Agenda Location: Public Hearing

Town / District Organizational Meeting

May 6, 2025

Sammie T. Brown, IBA, FRA-RP, MEDP: Agricultural Appreciation Day Proclamation - 5/18

due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Re-Occuring Schedule: May

Proclamation for May 18

Sammie T. Brown, IBA, FRA-RP, MEDP: Building Safety Month Proclamation

due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Re-Occuring Schedule: May

Sammie T. Brown, IBA, FRA-RP, MEDP: Construction Safety Week Proclamation - 5/2-6

due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Re-Occuring Schedule: May

Proclamation for May 2-6

Jeff Kurtz: Discussion and Update of FY Capital Improvement Program (CIP) and Roadway Improvement Program

due Apr 2, 2025

Topic: Budget & Finance
Agenda Location: Regular
Support Staff: Project Coordinator
Re-Occuring Schedule: May

Amber Schneider: Discussion of Local Mitigation Strategy (LMS) Grant Submission

due Apr 2, 2025

Topic: Grant
Agenda Location: Regular
Support Staff: HR / Grants / Contracts Coordinator
Re-Occuring Schedule: May

Sammie T. Brown, IBA, FRA-RP, MEDP: Mental Health Awareness Month Proclamation

due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: May

Sammie T. Brown, IBA, FRA-RP, MEDP: National Hurricane Preparedness Week Proclamation 5/1-7 due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan

Re-Occuring Schedule: May

Item 19.

Proclamation for May 1-7

- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Municipal Clerks Week Proclamation 5/4-10 due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: May

Proclamation for May 4-10

- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Public Works Week Proclamation (3rd Week of May) due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: May

Proclamation for Third Week of May

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Older Americans Month Proclamation due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: May

- Jeff Kurtz:** Ordinance on Capital Improvement Plan / Timeline for ITBs due Apr 2, 2025

Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Project Coordinator
Re-Occuring Schedule: May

Timeline for ITBs included

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Public Service Recognition Week Proclamation (1st full week of May) due Apr 2, 2025

Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: May

Proclamation for First Full Week of May

- Valerie Oakes:** Resolution: Appointment of Committee Members due Apr 2, 2025

Topic: Legislative
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: May

- Sammie T. Brown, IBA, FRA-RP, MEDP:** State Legislative Update from Lobbyist, State Senators and Representatives due Apr 2, 2025

Topic: Legislative
Agenda Location: Presentation
Support Staff: Town Clerk Assistant
Re-Occuring Schedule: May

Update from Lobbyist, State Senators and Representatives

Item 19.

- Francine Ramaglia:** Town Council's Goals, Objectives, and Policies due Apr 2, 2025
 - Topic: Legislative
 - Agenda Location: Regular
 - Support Staff: Town Manager
 - Re-Occuring Schedule: May

- Richard Gallant:** Discussion on Roadway & Drainage due Apr 2, 2025
 - Topic: Administrative
 - Agenda Location: Discussion

- Jeff Kurtz:** Discussion on Water Control Plan Updates due Apr 2, 2025
 - Agenda Location: Discussion
 - Topic: Administrative

- Valerie Oakes:** Informational Items due Apr 2, 2025
 - Topic: Administrative
 - Agenda Location: Discussion

- Valerie Oakes:** Receive and File Quarterly Reports (Q2) due Apr 2, 2025
 - Agenda Location: Consent
 - Topic: Administrative
 - Submit Quarterly Report - Building Department
 - Submit Quarterly Report - Code Enforcement Department
 - Submit Quarterly Report - Town Clerk
 - Submit Quarterly Report - Town Attorney
 - Submit Quarterly Report - Planner - Jim F.
 - Submit Quarterly Report - Planner - Kaitlyn F.
 - Submit Quarterly Report - Fire Department
 - Submit Quarterly Report - Police Department
 - Submit Quarterly Report - Finance
 - Submit Quarterly Report - IT
 - Submit Quarterly Report - Public Works

- Jacek Tomasik:** Ordinance on Abandoned Property Code due Apr 2, 2025
 - Topic: Ordinance
 - Agenda Location: Public Hearing

- Jeff Kurtz:** Ordinance on Conditional Use / Special Exception Procedures due Apr 2, 2025
 - Topic: Ordinance
 - Agenda Location: Public Hearing

- Jeff Kurtz:** Ordinance on Livestock Waste BMPs due Apr 2, 2025
 - Topic: Ordinance
 - Agenda Location: Public Hearing

- Jeff Kurtz:** Ordinance on Rural Vista Guidelines due Apr 2, 2025
 - Topic: Ordinance
 - Agenda Location: Public Hearing

- Jeff Kurtz:** Ordinance on Travel Policy
 Topic: Ordinance
 Agenda Location: Public Hearing

due Apr Item 19.
- Jeff Kurtz:** Powerpoint Presentation Initial Budget
 Topic: Budget & Finance
 Agenda Location: Presentation

due Apr 2, 2025
- Valerie Oakes:** Presentation on Behavioral Services Program
 Topic: Presentation
 Agenda Location: Presentation

due Apr 2, 2025
- Richard Gallant:** District: Interlocal Agreement with Indian Trails Improvement District for Emergency Response
 Topic: District Item
 Agenda Location: District Item

due Apr 2, 2025

June 3, 2025

- Discussion on Ordinance on Permitted Uses in Commercial Zoning Districts
 Topic: Ordinance
 Agenda Location: Discussion
 Consultant Review Required: KF
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Code Enforcement Officer Appreciation Week Proclamation - 6/5-9
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occuring Schedule: June
 Proclamation for June 5-9

due Apr 30, 2025
- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Homeownership Month Proclamation
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occuring Schedule: June

due Apr 30, 2025
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Palm Beach County Veteran Services Officer Appreciation Month Proclamation
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occuring Schedule: June

due Apr 30, 2025
- Jeff Kurtz:** Town's Preliminary Ad Valorem Millage Rate for TRIM Purposes
 Topic: Budget & Finance
 Agenda Location: Regular
 Support Staff: Project Coordinator
 Re-Occuring Schedule: June

due Apr 30, 2025
- Richard Gallant:** Discussion on Roadway & Drainage

due Apr 30 417

Agenda Location: Discussion
Topic: Administrative

Item 19.

- Jeff Kurtz:** Discussion on Water Control Plan Updates due Apr 30, 2025
Agenda Location: Discussion
Topic: Administrative
- Valerie Oakes:** Informational Items due Apr 30, 2025
Agenda Location: Discussion
Topic: Administrative

July 1, 2025

- Jeff Kurtz:** First Reading on Ordinance on Permitted Uses in Commercial Zoning Districts due Dec 31, 2024
Topic: Ordinance
Agenda Location: Public Hearing
Consultant Review Required: KF
- Jeff Kurtz:** Items Over \$10k and \$25k / Contracts Over \$25 due May 28, 2025
Topic: Budget & Finance
Agenda Location: Consent
- Jeff Kurtz:** Consideration of Truth in Millage (TRIM) due May 28, 2025
Topic: Budget & Finance
Agenda Location: Regular
Support Staff: Project Coordinator
Re-Occuring Schedule: July
- Richard Gallant:** Discussion on Roadway & Drainage due May 28, 2025
Topic: Administrative
Agenda Location: Discussion
- Jeff Kurtz:** Discussion on Water Control Plan Updates due May 28, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes:** Informational Items due May 28, 2025
Topic: Administrative
Agenda Location: Discussion
- Francine Ramaglia:** Consideration of Amendments to the Land Use Map due May 28, 2025
Agenda Location: Public Hearing
Topic: Administrative
- Jeff Kurtz:** Discussion on Selection Committee – Audit Request for Proposals / Contract Renewal due May 28, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Jeff Kurtz:** District: Establishment of Estimated Special Assessment Rate for the Fiscal Year due May 28, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Jeff Kurtz:** District: Preliminary Ad Valorem Assessment Rate for Solid Waste Collection Services and Fiscal Year due May 28, 2025
Topic: District Item

- Richard Gallant:** District: Provisions of District Services, including Water Control, Maintenance, and Repair of Drainage and Roadways due May 28, 2025

Topic: District Item
 Agenda Location: District Item

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Legislative Update from County Commissioner (Sara Baxter) due May 28, 2025

Topic: Legislative
 Agenda Location: Presentation

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Legislative Goals and Objectives for the Fiscal Year due May 28, 2025

Topic: Legislative
 Agenda Location: Presentation

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Update from the Town Lobbyist due May 28, 2025

Topic: Legislative
 Agenda Location: Presentation

August 5, 2025

- Jeff Kurtz:** Second Reading on Ordinance on Permitted Uses in Commercial Zoning Districts due Jan 29, 2025

Topic: Ordinance
 Agenda Location: Public Hearing
 Consultant Review Required: KF

- Jeff Kurtz:** Discussion on Ordinance on Procurement due Jul 2, 2025

Topic: Ordinance
 Agenda Location: Public Hearing

- Valerie Oakes:** Receive and File Quarterly Reports (Q3) due Jul 2, 2025

Topic: Administrative
 Agenda Location: Consent

- Jacek Tomasik:** Submit Quarterly Report - Building Department due Jul 16, 2025

- Jacek Tomasik:** Submit Quarterly Report - Code Enforcement Department due Jul 16, 2025

- Valerie Oakes:** Submit Quarterly Report - Town Clerk due Jul 16, 2025

- Elizabeth Lenihan:** Submit Quarterly Report - Town Attorney due Jul 16, 2025

- Jim Fleischmann:** Submit Quarterly Report - Planner - Jim F. due Jul 16, 2025

- Kaitlyn Forbes:** Submit Quarterly Report - Planner - Kaitlyn F. due Jul 16, 2025

- Amanda Vomero:** Submit Quarterly Report - Fire Department due Jul 16, 2025

- Craig Turner:** Submit Quarterly Report - Police Department due Jul 16, 2025

- Jeff Kurtz:** Submit Quarterly Report - Finance due Jul 16, 2025

- Amber Schmeider:** Submit Quarterly Report - IT due Jul 16, 2025

- Richard Gallant:** Submit Quarterly Report - Public Works due Jul 16, 2025

- Richard Gallant:** Discussion on Roadway & Drainage due Jul 2, 2025

Topic: Administrative
 Agenda Location: Discussion

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| <input type="checkbox"/> Jeff Kurtz: Discussion on Water Control Plan Updates
Topic: Administrative
Agenda Location: Discussion | due Jul 2, 2025 | Item 19. |
| <input type="checkbox"/> Valerie Oakes: Informational Items
Topic: Administrative
Agenda Location: Discussion | due Jul 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Adoption of the Solid Waste Assessment
Topic: Budget & Finance
Agenda Location: Regular | due Jul 2, 2025 | |
| <input type="checkbox"/> Valerie Oakes: Proclamation on Back to School Month – August
Topic: Proclamation
Agenda Location: Consent | due Jul 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Budget Presentation and Approval of Budget Workshop Dates – Budget Workshop Calendar
Topic: Budget & Finance
Agenda Location: Presentation | due Jul 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Items Over \$10k and \$25k / Contracts Over \$25
Topic: Budget & Finance
Agenda Location: Consent | due Jul 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: List of Pre-approved Easements for FY 2026 Paving Plan
Agenda Location: Regular
Topic: Administrative | due Jul 2, 2025 | |
| <input type="checkbox"/> Valerie Oakes: Proclamation on National Civility Month – August
Topic: Proclamation
Agenda Location: Consent | due Jul 2, 2025 | |
| <input type="checkbox"/> Sammie T. Brown, IBA, FRA-RP, MEDP: Resolution on Lobbyist Services Contract
Topic: Resolution
Agenda Location: Consent | due Jul 2, 2025 | |

September 2, 2025

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| <input type="checkbox"/> Jeff Kurtz: First Reading on Ordinance on Procurement
Topic: Ordinance
Agenda Location: Public Hearing | due Jul 30, 2025 |
| <input type="checkbox"/> Richard Gallant: Discussion on Roadway & Drainage
Topic: Administrative
Agenda Location: Discussion | due Jul 30, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Discussion on Water Control Plan Updates
Topic: Administrative
Agenda Location: Discussion | due Jul 30, 2025 |
| <input type="checkbox"/> Valerie Oakes: Informational Items
Topic: Administrative
Agenda Location: Discussion | due Jul 30, 2025 |

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| <input type="checkbox"/> Valerie Oakes: Proclamation on Building and Code Staff Appreciation Day - 9/1
Topic: Proclamation
Agenda Location: Consent | due Jul Item 19. |
| <input type="checkbox"/> Jeff Kurtz: Items Over \$10k and \$25k / Contracts over \$25k
Topic: Budget & Finance
Agenda Location: Consent | due Jul 30, 2025 |
| <input type="checkbox"/> Discussion of Council Participation and Communication with Surrounding Communities and Other Agencies
Agenda Location: Discussion | due Jul 30, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Resolution on Adopting the Road & Drainage Acreage Assessment
Topic: District Item
Agenda Location: District Item | due Jul 30, 2025 |
| <input type="checkbox"/> Valerie Oakes: Proclamation on Emergency Preparedness Month
Topic: Proclamation
Agenda Location: Consent | due Jul 30, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Establishing and Adopting the Final Millage Rate & Final Budget for the Fiscal Year
Topic: Budget & Finance
Agenda Location: Regular | due Jul 30, 2025 |
| <input type="checkbox"/> Jeff Kurtz: First Budget Public Hearing: Summary of the Proposed Tentative Millage Rate and Proposed FY Budget
Topic: Budget & Finance
Agenda Location: Regular | due Jul 30, 2025 |
| <input type="checkbox"/> Valerie Oakes: Proclamation on National Farm Safety and Health Week – September 15-21
Topic: Proclamation
Agenda Location: Consent | due Jul 30, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Resolution on Pay Plan
Topic: Budget & Finance
Agenda Location: Regular | due Jul 30, 2025 |
| <input type="checkbox"/> Valerie Oakes: Resolution on Annual Dates Supporting Local Government and Approval of Annual Sponsorships and Events
Topic: Administrative
Agenda Location: Regular | due Jul 30, 2025 |

October 7, 2025

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| <input type="checkbox"/> Jeff Kurtz: Second Reading on Ordinance on Procurement
Topic: Ordinance
Agenda Location: Public Hearing | due Sep 3, 2024 |
| <input type="checkbox"/> Richard Gallant: Discussion on Roadway & Drainage
Topic: Administrative
Agenda Location: Discussion | due Sep 3, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Discussion on Water Control Plan Updates
Topic: Administrative | due Sep 3, 2025 |

Agenda Location: Discussion

Item 19.

- Valerie Oakes: Informational Items** due Sep 3, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes: Proclamation on Customer Service 10/7-11** due Sep 3, 2025
Topic: Proclamation
Agenda Location: Consent
- Valerie Oakes: Proclamation on Fire Prevention Week 10/7-11** due Sep 3, 2025
Topic: Proclamation
Agenda Location: Consent
- Valerie Oakes: Proclamation on Florida Government Week 10/21-27** due Sep 3, 2025
Topic: Proclamation
Agenda Location: Consent
- Valerie Oakes: Proclamation on Rural Education Day 10/31** due Sep 3, 2025
Topic: Proclamation
Agenda Location: Consent
- Jeff Kurtz: Ordinance on Adopting the Annual Update of the CIP Element of the Comprehensive Plan** due Sep 3, 2025
Topic: Ordinance
Agenda Location: Public Hearing

November 4, 2025

- Jeff Kurtz: Discussion on Water Control Plan Updates** due Oct 1, 2025
Agenda Location: Discussion
Topic: Administrative
- Richard Gallant: Discussion on Roadway & Drainage** due Oct 1, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes: Informational Items** due Oct 1, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes: Proclamation on Hunger and Homelessness Awareness Week - November 12-20** due Oct 1, 2025
Topic: Proclamation
Agenda Location: Consent
- Valerie Oakes: Receive and File Quarterly Reports (Q4)** due Oct 1, 2025
Agenda Location: Consent
Topic: Administrative
- Jacek Tomasik: Submit Quarterly Report - Building Department** due Oct 15, 2025
- Jacek Tomasik: Submit Quarterly Report - Code Enforcement Department** due Oct 15, 2025
- Valerie Oakes: Submit Quarterly Report - Town Clerk** due Oct 15, 2025
- Elizabeth Lenihan: Submit Quarterly Report - Town Attorney** due Oct 15, 2025
- Jim Fleischmann: Submit Quarterly Report - Planner - Jim F.** due Oct 15, 2025

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| <input type="checkbox"/> Kaitlyn Forbes: Submit Quarterly Report - Planner - Kaitlyn F. | due Oct Item 19. |
| <input type="checkbox"/> Amanda Vomero: Submit Quarterly Report - Fire Department | due Oct 15, 2025 |
| <input type="checkbox"/> Craig Turner: Submit Quarterly Report - Police Department | due Oct 15, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Submit Quarterly Report - Finance | due Oct 15, 2025 |
| <input type="checkbox"/> Amber Schneider: Submit Quarterly Report - IT | due Oct 15, 2025 |
| <input type="checkbox"/> Richard Gallant: Submit Quarterly Report - Public Works | due Oct 15, 2025 |

December 2, 2025

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| <input type="checkbox"/> Richard Gallant: Discussion on Roadway & Drainage
Agenda Location: Discussion
Topic: Administrative | due Oct 29, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Annual District Landowners meeting
Agenda Location: District Item
Topic: District Item | due Oct 29, 2025 |
| <input type="checkbox"/> Valerie Oakes: Proclamation on National Farmers Day - December 23
Topic: Proclamation
Agenda Location: Consent | due Oct 29, 2025 |
| <input type="checkbox"/> Valerie Oakes: Proclamation on National Safe Toys and Gifts Month
Topic: Proclamation
Agenda Location: Consent | due Oct 29, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Discussion on Water Control Plan Updates
Topic: Administrative
Agenda Location: Discussion | due Oct 29, 2025 |
| <input type="checkbox"/> Valerie Oakes: Informational Items
Agenda Location: Discussion
Topic: Administrative | due Oct 29, 2025 |
| <input type="checkbox"/> Valerie Oakes: Resolution on the PBC SOE Agreement
Agenda Location: Consent
Topic: Resolution | due Oct 29, 2025 |

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| <input type="checkbox"/> Resolution on Solid Waste Contract
Topic: Administrative
Agenda Location: Regular
Support Staff: Town Manager & Public Works Superintendent
Re-Occuring Schedule: September 2026 | |
| <input type="checkbox"/> Sunshine Week Proclamation
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: March | |

Proclamation for March 16-22

Item 19.

Richard Gallant: Gate Repairs