

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

NOVEMBER 12, 2024 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

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

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

PRESENTATIONS

- [1.](#) Presentation of Health Insurance Renewal
- [2.](#) Presentation of Hurricane Milton Post Storm Update
- [3.](#) Presentation of Quarterly Reports (*Receive & File*)
- [4.](#) Presentation of Proclamation on Hunger and Homelessness Awareness Week
- [5.](#) Presentation of Proclamation for Neighbors Helping Neighbors Initiative

CONSENT AGENDA

- [6.](#) Approval of **Resolution No. 2024-77**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH KIEL TREE SERVICE, INC. TO PROVIDE TREE REMOVAL SERVICES TO THE TOWN AND PROVIDING FOR AN EFFECTIVE DATE.

7. Approval of **Resolution No. 2024-79**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.
8. Approval of **Resolution No. 2024-80**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.
9. Approval of **Resolution No. 2024-81**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A POLICY AND PROCEDURE FOR THE FORECLOSURE OF CODE ENFORCEMENT LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.
10. Approval of **Resolution No. 2024-82**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE TOWN MANAGER TO DECLARE A LOCAL STATE OF EMERGENCY UNDER CERTAIN CIRCUMSTANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY AND LAWFUL MEASURES TO CONDUCT TOWN BUSINESS AND SAFEGUARD THE TOWN; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
11. Approval of **Resolution No. 2024-83**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING A DEED FROM PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE.
12. Approval of **Resolution No. 2024-84**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING CHANGE ORDER NO. 1 TO THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 11th TERRACE AND D 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.
13. Approval of **Resolution No. 2024-85**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
14. 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.

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

DISTRICT'S CONSENT AGENDA

15. Approval to Recommend to the Town Council the Adoption of *Ordinance No. 2024-16*
16. 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.

RECONVENE TOWN COUNCIL MEETING

REGULAR AGENDA

17. Consideration of Approval on *Ordinance No. 2024-15* on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 26 "MISCELLANEOUS PROVISIONS AND OFFENSES" BY ADOPTING ARTICLE II "SCHOOL ZONE SPEED ENFORCEMENT PROGRAM"; PROVIDING FOR THE INSTALLATION AND USE OF A SCHOOL ZONE SPEED DETECTION SYSTEM IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PROGRAM ADMINISTRATION AND IMPLEMENTATION REQUIREMENTS, DESIGNATION OF SCHOOL ZONES, AND ENFORCEMENT PROCEDURES AND FOR OTHER PURPOSES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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18. 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.
19. Consideration of Approval on **Ordinance No. 2024-17** on First 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.
20. Discussion on Approving a Schedule of Violations and Associated Penalties for Civil Citations

PUBLIC HEARING

21. Approval of **Ordinance No. 2024-14** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 130-035 “ADEQUACY OF DRAINAGE FACILITIES,” OF ARTICLE 130 “CONCURRENCY REVIEWS” OF PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” OF THE UNIFIED LAND DEVELOPMENT CODE TO UPDATE STANDARDS FOR DRAINAGE SYSTEMS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

DISCUSSION

22. Discussion on Water Control Plan Update / Assessment Methodology
23. Discussion on Road & Drainage Update
24. Discussion on Future Agenda Items

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Robert Shorr (Seat 4)

Vice Mayor Marg Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Presentation of Health Insurance Renewal for FY25 (Jan 1st Renewal)

Background:

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

After careful review of our options, we have identified an alternative plan that offers a more favorable increase of 5% while also including a wellness benefit of \$500 per employee for a total of \$180,000. This aligns with our commitment to promoting employee health and well-being, and we believe it will enhance our overall employee benefits package as well as coming in under budget and providing a *savings to the Town of \$30,000.00*.

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

Recommendations: Based on tonight's comments a resolution for renewal approval will be brought forward on consent during the December 3, 2024 meeting and open enrollment will begin for on December 4, 2024.

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



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

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



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



Loxahatchee Groves Wellness Program

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

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

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

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

2025 Wellness Program Summary Activities for Program Funding

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



Table 1

References

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

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

Table 2

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

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



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

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

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

*Lives from October Invoice

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



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

*Lives from October Invoice

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



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

*Lives and volume from October Invoice

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



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

*Lives and volume from October Invoice

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



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

*Lives and volume from October Invoice



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Hurricane Milton / Tornado

Background: The attached is the detailed timeline of the actions taken by the Town of Loxahatchee Groves for preparations and response to Hurricane Milton and the EF-3 tornado that ripped through our Town. The account below is as complete as possible and any errors or omissions are purely accidental. Before, during, and after the event, the Town Manager, Emergency Management Director, and all Town staff did our best to document the event in real time but as there are a lot of moving pieces in a storm of this magnitude, minor events could have been overlooked and not documented below.

Staff, along with the Town’s debris management contractor Ashbritt, will provide an overview of the impact and aftermath of Hurricane Milton and the EF-3 tornado that preceded it. The presentation includes a timeline, a debriefing/lessons learned and current status of remaining EOC operations through the close of the 90 day FEMA declared disaster period in early January.

Staff is very thankful to the Council, LGLA, CERT and Neighbors Helping Neighbors for springing into action immediately following the tornado and storm. The Town and its residents really came together and we have seen amazing things happen quickly. There are many wonderful things born of this unprecedented tornadic activity in our area. We were lucky that we did not get a heavy rainstorm and also that it moved quickly through the state. We have had a great test of our readiness and emergency management procedures.

We intend to hold a debriefing with the various community organizations and volunteers to fully review our process, coordination and communication so that we will be able to incorporate into our Emergency Management Plan for the coming year.

Recommendations: Receive and File

The following is the detailed timeline of the actions taken by the Town of Loxahatchee Groves for preparations and response to Hurricane Milton and the EF-3 tornado that ripped through our Town. The account below is as complete as possible and any errors or omissions are purely accidental. Before, during, and after the event, the Town Manager, Emergency Management Director, and all Town staff did our best to document the event in real time but as there are a lot of moving pieces in a storm of this magnitude, minor events could have been overlooked and not documented below.

10/2/2024

Public Works Director and Public Works Superintendent are apprised of a system in the Gulf of Mexico that is expected to become a tropical system. At this time it was a disorganized system of showers with a 40% chance of development in 7 days.

In an abundance of caution, the Public Works Director directs staff to verify that all vehicles and equipment are full of fuel. Inventory of assets is taken and items that may be required are ordered. Fuel tanks were just filled the week prior from the last storm.

The Public Works Director and Public Works Superintendent began the process of lowering the canal levels to 14 feet NGVD and maintain levels between 14 feet and 15 feet.

10/3/2024

Public Works Director directed PW Coordinator to contact AshBritt to establish potential debris as NHC forecast indicated storm increased chances of development to 50% and forecast maps indicated a Florida landfall.

The Public Works Superintendent directed staff to bring preparations of Town assets to completion before Friday.

10/4/2024

The Public Works Director and Public Works Superintendent traversed the Town to speak to residents that may have left debris curbside advising the potential for a storm in the next week.

NHC increases Tropical Storm Formation to 70% over the next 7 days.

10/5/2024

NHC assigns system number AL92 and increases formation to 80% at 2AM Outlook advisory.

At 8AM advisory Milton becomes TD14 with a 90% chance of formation.

At 2PM advisory, TD14 becomes Tropical Storm Milton.

Florida Governor Ron DeSantis issues Executive Order 24-214 declaring a State of Emergency for 35 counties including Palm Beach.

Public Works Director begins to work in the capacity of the Emergency Management Director

At 9:47PM Emergency Management Director posts a message on Facebook and Instagram regarding the storms and the actions taken by the town.

10/6/2024

Florida Governor Ron DeSantis issues Executive Order 24-215 declaring a State of Emergency for a total of 51 counties including Palm Beach.

Emergency Management Director provides status update to Town Manager and develops and produces an update to be posted on the Towns social media accounts.

10/7/2024

Emergency Management Director develops and produces Hurricane Milton Update #1 at 11:06AM to all town staff. In that update, staff was advised canal levels are being maintained at 14.5 foot NAVD.

Palm Beach County is at Level III enhanced monitoring.

Emergency Management Director attended the PBC EM call with other county agencies and municipalities.

Emergency Management Director and Town Manager drafted a letter to be sent to PBC to place the Town of Loxahatchee Groves into a declared emergency status.

The Emergency Management Director increased our level to partial EOC operations in effect. PBC DEM is updated as to our status.

Staff directly to go through town and verify the subdivision culverts connected to the district works were clear and ready to receive water from rain.

The NWS predicted, at this point, 5 to 8 inches of rainfall in the area.

10/8/2024

Emergency Management Director develops and produces Hurricane Milton Update #2 at 9:04AM to all town staff and council.

Emergency Management Director attended the PBC EM call with other county agencies and municipalities.

Several residents contacted the Public Works Director to express concerns about the potential for flooding in the town. At that time, residents were advised to prepare their properties and verify their drainage systems were clear and ready to receive water. They were further advised that the town was taking steps to ensure the system was ready to the best of our ability.

The Emergency Management Director provided a briefing to the Town Manager.

The Emergency Management Director set up the previously established employee hotline. The purpose of the hotline is for employees to call in and determine updates as to the status of the town. The message was updated at 3:43PM to advised the 10/9 and 10/10 status.

After the 2:00PM advisory, the NHC continued to has PBC in a tropical storm watch and Lake Okeechobee in a hurricane watch. Due to the predicted impact of the storm, in an abundance of caution, it was decided that Town Hall would close at 5:00PM and that it would remained closed for 10/9 and 10/10. A decision would be made on 10/10 if the building and road were safe to reopen Town Hall.

It was further decided that a limited Public Works staff would be in on 10/9 in the event of any last minute issues.

As of the 2PM advisory a Zone A evacuation order was issued. This order included two properties located within the Town of Loxahatchee Groves. Palm Beach County Sheriff's Office, the Emergency Management Director, both advise the residents, in person, at the location of the evacuation order to ensure they were aware and advise of actions to take.

PBC increased to Level II – Partial Activation, and has made the decision to open emergency shelters on 10/9/2024 as well as other actions.

The Emergency Management Director issued Hurricane Milton Update #3 at 2:31 PM echoing the above and further advising residents if their power goes out to immediately call FPL and not to pick up or move power lines. The update included the status of Coastal who was picking up on 10/9 but not on 10/10.

The Emergency Management Director produced and provided to all staff a letter of reentry to provide to officials in the event of curfews were imposed and the ability to traverse the county was limited to official government vehicles.

10/9/2024

Emergency Management Director produces Hurricane Milton Update #4 to all staff and council at 8:21AM. Report also published to website and social media.

Emergency Management Director attended the PBC EM call with other county agencies and municipalities.

As of this advisory, Hurricane Milton was a dangerous Category 4 hurricane with 155 MPH sustained winds located 400 miles SW of Tampa. The expanse of the storm covered the entire State of Florida on the radar images.

Palm Tran ceased operations at noon and began transporting evacuees to shelters. Brightline also ceased operations, and the Coast Guard locked down all of the bridges.

Public Works staff completed any final items required to ensure town owned facilities were secure and ready for the storm. Staff responded to calls from residents and verified the culverts were clear.

Around 5PM, staff was preparing to leave for the day. Around 4:50PM a tornado formed in the Village of Wellington and proceeded on a course NNE. The Emergency Management Director was traveling west on Southern Blvd and as he turned on to Seminole Pratt observed the tornado jumping Southern Blvd.

At 4:55PM, the Emergency Management Director contacted the Superintendent and discussed the plan upon clearing of the tornado.

The Emergency Management Director proceeded North to Okeechobee Blvd and blocked traffic to prevent vehicles from traveling eastbound on Okeechobee Blvd in advance of the tornado jumping Okeechobee.

At 5:00PM the Emergency Management Director contacted the Town Manager to advise what had just occurred.

Once the tornado cleared the road the Emergency Management Director proceeded to follow the path of the tornado north of Okeechobee to observe damage and road blockage. The rest of the Public Works staff was directed to travel to C Rd and Gruber to check on conditions in that area.

The Emergency Management Director traveled D Rd to North Rd to E Rd and back south. In speaking to the residents that came out, while there was a lot of tree damage, damage to structures was minimal and it did not appear anyone was seriously injured.

The Emergency Management Director contacted the Palm Beach County Emergency Management at 5:15 PM to advise as to what had just occurred.

All staff reported to the area of Gruber and C Rd. The initial assessment was about 7 power poles fell and blocked C Rd. A number of large trees fell across C Rd and W C Rd. Staff commenced to clearing and removing the debris and got the roads open.

At 5:21 PM the Emergency Management Director provided an update to the Town Manager. Additional status reports were provided at 5:55 PM, 6:48 PM and 7:53 PM.

The only road staff was unable to open that night was C Rd due to the power pole issue. Staff completed its mission that night by 9:00 PM.

All Public Works staff was contacted and instructed to return to work on 10/10.

10/10/2024

All Public Works staff returned to work and began damage assessment and clean up.

The Building Official and Code Enforcement officer were recalled to complete damage assessment. The Town Manager recalled most of the Town Hall staff to staff the phones, answer resident concerns, and assist with damage assessment and such.

The Emergency Management Director provided an update to PBC EM as to the state of the town.

Public Works staff proceeded to begin the process of clearing canal banks and ensuring the roads were passable. They proceeded to move all debris to the road side the best they could.

Town Management met to decide the best path forward.

In the morning a report was received by PBCFR that 3 children were trapped in a structure and required assistance. No address was given. PBCFR and the Emergency Management Director drove the affected areas, going door to door, looking for this issue and checking on residents. This report was never substantiated. The Emergency Management Director spoke to many residents who expressed their appreciation to the Town and our first responders for the assistance and willingness to be there for the residents.

Contractors, on behalf of FPL, arrived on C Rd to begin the process of restoring power on C Rd. Today's task was to remove the fallen poles and move the wires off of the road to open the road to traffic and allow the residents to begin removing debris from their properties.

The Town Manager and Emergency Management Director contacted various parties to obtain drone footage of the affected area to determine the reach of the devastation caused by the EF-3

tornado that ripped through town. Palm Beach County Sheriff's Office, Engenuity Group and Keshavarz and Associates were all dispatched to complete this task. They split the town to complete this quickly and efficiently. All footage was received by the Emergency Management Director and reviewed to ensure our damage assessment was complete and in compliance with FEMA requirements.

The Public Information Officer and Emergency Management Director were contacted by the Town-Crier. Images were provided that were taken by the Emergency Management Director the evening before. Some were used in the October 18th edition of the Town-Crier newspaper.

The initial rapid assessment was completed by town staff. The town reported the following:

2 – Destroyed Structures

2 – Major Damage Structures

17 – Minor Damage Structures

1 – Person seriously Affected.

Individual Property Damage total \$1,966,548.

For Public Assistance, the following was reported as the initial rapid assessment:

Category A -Debris Removal - \$300,000

Category B – Emergency Protective Measures - \$60,000

Category C – Roads and Bridges - \$28,000

Category D – Water Control Facilities - \$40,000

Category E – Public Buildings and Equipment 0 \$2,500

Total Public Assistance \$430,500.

10/11/2024

Contractors from FPL arrived today to stand up the new poles along C Rd and restring the power lines, restoring power to a large portion of the south end of the Town of Loxahatchee Groves. The Emergency Management Director and Superintendent drove the town to verify that no other poles had issues and notified FPL of the one pole found with problems.

A meeting was held with Town residents in our Neighbors Helping Neighbors endeavor. During that meeting, it was discussed the needs of the residents and any immediate concerns were reviewed.

Once concern that was expressed was some residents did not have water provisions for their horses. The Emergency Management Director established a mission with PBC EM to deliver clean drinking water to properties who lost their wells as a result of either power loss or damage from the tornado. Staff drove around the town to determine who specifically required this service. PBC sent 2 -1,800 gallon tankers to the town of clean water. It was found that no specific residents desired the water or had a method of storage.

The PUBLIC INFORMATION OFFICER throughout the days developed and published multiple updates to the Town website and social media as to the latest developments, updates on resources for after the storm, and how residents could get involved in the Neighbors Helping Neighbors community effort.

Public Works staff continued the clean up effort to town infrastructure including canals and roads.

10/12/2024

Governor Ron DeSantis petitioned the federal government and FEMA to issue an emergency declaration in which Palm Beach County was included. This designation included for Palm Beach County for Individual Assistance, Public Assistance - Categories A and B, and Hazard Mitigation Grant Program.

The Emergency Management Director notified the Town Manager.

ITID contacted Congressman Brian Mast requesting a Town Hall meeting with residents who were impacted by the events of October 9. After a discussion with the Town Manager, it was determined the Emergency Management Director and Town Mayor would attend this meeting scheduled for Sunday, October 13, 2024 at the ITID offices.

Notification of this meeting was drafted by the Emergency Management Director, Town Manager, and Public Information Officer and published on the Town website and social media platforms.

10/13/2024

Continuing to hear concerns of residents lacking clean drinking water, the Emergency Management Director contacted PBCWUD to determine if a fire hydrant meter could be installed at a location in the town that residents could access to get water if they needed. The Emergency Management Director spoke to Palm Beach County Fire Rescue's Battalion Chief to obtain permission to use the hydrant behind their building. They had no issue with this request. The Emergency Management Director put the mission request into WebEOC and spoke to the director of PBCWUD who promptly had staff install the meter for residents to use. This information was posted to social media upon completion.

The Emergency Management Director and Town Mayor attended the Town Hall meeting at the ITID administrative offices. This meeting was attended with Congressmen Brian Mast, PBC Emergency Management Director Mary Blankley, elected and staff representatives from ITID, a council member from Royal Palm Beach, and other various congressional and county staff members including SWA. During the meeting Congressman Mast outlined the aid FEMA could provide and enlightened those in attendance with other information that may be beneficial. PBC Emergency Management Director Mary Blankley provided information that was specific to the county. Some of the information provided included the debris response and steps residents needed to take regarding placing their debris to the curb and the plans for where pick ups would occur first. The Town of Loxahatchee Groves Emergency Management Director provided information on debris management specific to the Town. The Town Mayor provided information regarding the community driven Neighbors Helping Neighbors effort beginning on 10/14 at Town Hall.

10/14/2024

The Emergency Management Director added hose bib attachments to the hydrant meter placed behind PBCFR Station 21 on Okeechobee Blvd to make access to the water easier.

The Town's debris contractor, AshBritt began hauling storm debris to the Jog Rd debris site. The first day the debris hauling effort yielded 111 cubic yards of vegetative debris. The Jog Rd debris site was open

Staff continues to remove debris from the canals and canal banks throughout the town.

The community met at Town Hall to begin the Neighbors Helping Neighbors initiative. Several residents came together to assist their neighbors remove debris from their properties and locate it to the right of ways for pick up by the haulers.

10/15/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the Jog Rd debris site. Today, the debris removal effort yielded 294 cubic yards of vegetative debris.

Staff continues to remove debris from the canals and canal banks throughout the town.

The Neighbors Helping Neighbors group continues to work with the community with removing storm debris and placing it in the right-of-way so the debris hauler can take it to the debris management site.

10/16/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the Jog Rd debris site. Today, the debris removal effort yielded 218 cubic yards of vegetative debris.

Staff continues to remove debris from the canals and canal banks throughout the town.

The Neighbors Helping Neighbors group continues to work with the community with removing storm debris and placing it in the right-of-way so the debris hauler can take it to the debris management site.

10/17/2024

The Town of Loxahatchee Groves had obtained permission from the property owner on C Rd and today the debris contractor AshBritt has opened that site to reduce the travel time to and from the debris site. This will greatly aid our debris removal efforts in the town and assist the residents

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 804 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 5 trucks picking up debris.

Staff continues to remove debris from the canals and canal banks throughout the town.

The Neighbors Helping Neighbors group continues to work with the community with removing storm debris and placing it in the right-of-way so the debris hauler can take it to the debris management site.

10/18/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 804 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 6 trucks picking up debris.

Staff continues to remove debris from the canals and canal banks throughout the town.

The Neighbors Helping Neighbors group continues to work with the community with removing storm debris and placing it in the right-of-way so the debris hauler can take it to the debris management site.

10/19/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 1405 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 5 trucks picking up debris.

The Neighbors Helping Neighbors group continues to work with the community with removing storm debris and placing it in the right-of-way so the debris hauler can take it to the debris management site.

10/20/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 986 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 6 trucks picking up debris.

10/21/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 1107 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 6 trucks picking up debris.

10/22/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 455 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 3 trucks picking up debris.

10/23/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 449 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 3 trucks picking up debris.

10/24/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 294 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 2 trucks picking up debris.

10/25/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 472 cubic yards of vegetative debris and 79 cubic yards in construction debris. The construction debris was brought to the SWA Jog Rd site. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 3 trucks picking up debris. Today the SWA Jog Rd debris site was open from 7:00 am to 6:30 pm.

10/26/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 172 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 51 truck picking up debris.

10/27/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 172 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 1 truck picking up debris.

10/28/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 384 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 2 trucks picking up debris.

10/29/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 384 cubic yards of vegetative debris and 26 cubic yards in construction debris. The construction debris was brought to the SWA Jog Rd site. Today the SWA Jog Rd debris site was open from 7:00 am to 6:30 pm. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 2 trucks picking up debris.

10/30/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 236 cubic yards of vegetative debris and 100 yards of construction debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 2 trucks picking up debris. Today the SWA Jog Rd debris site was open from 7:00 am to 6:30 pm.

10/31/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 431 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 2 trucks picking up debris.

11/1/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 269 cubic yards of vegetative debris. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 1 truck picking up debris.

11/2/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 120 cubic yards of vegetative debris and 120 yards in construction debris. The construction debris was brought to the SWA Jog Rd site. The C Rd debris site was open from 7:00 am to 6:30 pm and the town had 2 trucks picking up debris. Today the SWA Jog Rd debris site was open from 7:00 am to 6:30 pm.

11/3/2024

The Town's debris contractor, AshBritt did not conduct any storm debris removal today.

11/4/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 464 cubic yards of vegetative debris and 24 cubic yards of construction debris. The construction debris was brought to the SWA Jog Rd site. Due to the time change and the lack of lighting at the debris site. From this date forward the C Rd debris site was open from 7:00 am to 5:30 pm and will remain at those hours until the debris site is closed. The town had 2 trucks picking up debris. The SWA also changed its hours due to the time change. There hours are not 6:30 am to 5:30 pm.

11/5/2024

The Town's debris contractor, AshBritt continues to haul storm debris to the C Rd debris site. Today, the debris removal effort yielded 524 cubic yards of vegetative debris and 91 cubic yards of construction debris. The construction debris was brought to the SWA Jog Rd site. The C Rd debris site was open from 7:00 am to 5:30 pm and the town had 3 trucks picking up debris. Today the SWA Jog Rd debris site was open from 6:30 am to 5:30 pm.

As of November 1, 2024, Public Works staff has worked 723 hours doing only storm related preparations and recovery efforts. Those efforts will continue until all of the Town assets are recovered and repaired.

Debris removal will continue until January 11, 2025 or until the Town is satisfied that all storm related debris has been removed from the Town, whichever comes first. It is imperative that all residents place all vegetative debris to the public right of ways as soon as possible so that our debris haulers can continue to remove it. The debris haulers cannot enter private property to remove the debris. Staff is working with FEMA to identify those with specific needs and gather a volunteer coalition that work with FEMA to get the debris to the curb.

Other Pertinent Information:

- **Emergency Declaration:** The state of emergency enables access to resources and funding to address the impacts of the hurricane. The Town of Loxahatchee Groves will remain in a partially activated emergency state until all disaster related activities cease.
- **Reimbursement Process:** Palm Beach County is eligible to submit for reimbursement for activities categorized under Category A (debris removal) and Category B (emergency protective measures). We have initiated a grant request and are actively gathering information on available reimbursement options. The Town has submitted the initial documents to FEMA to initiate the process for reimbursement. FEMA has 60 days to review and respond. We are awaiting their response.
- **Neighbors Helping Neighbors Initiative:** The Town's volunteer group, Neighbors Helping Neighbors, came together quickly and has worked with private property owners to help remove debris from the most devastated properties in the Town. Approximately 30-40 volunteers—many of which are from CERT and LGLA contacted Southern Palms and other owners to expedite the debris removal. Some of the road were and will continue to be single lane traffic at times. Christ Fellowship has also volunteered to assist the first weekend and these volunteers did a phenomenal job in assisting our residents.
- **Division of Forestry:** Our local Division of Forestry worked directly with the residents of the Town to make sure the requirements for burning vegetative debris is understood by everyone. We made sure the residents were aware that we do not want a disaster to turn into a tragedy or catastrophe. They also provided a very informative community presentation and Q&A. We have their burn instructions on our website and with the rest of our flyers and info at the front desk.
- **Ongoing Efforts in regards to FEMA activity:**
 - Town staff that worked during the emergency declaration were paid per the Human Resources manual for work during an emergency declaration. As a result, the time worked by staff added \$41,905.10 to salaries that will be submitted to FEMA for reimbursement in accordance with their guidelines and approvals.
 - Debris collection is currently in progress. While we cannot specify an exact reimbursement amount at this time, we are documenting all related activities, including equipment usage and personnel hours.
 - We are monitoring a few canals that experienced side slippage due to the tornado's path. We will explore potential mitigation funding for repairs.
 - Staff has met with FEMA representatives to obtain information to assist our residents. That information has been disseminated through our website and social media channels. Staff also identified 106 properties throughout the Town that could have potentially been impacted by the tornadic activity. Staff is working on contacting those residents to determine specific needs and reporting those needs to FEMA. FEMA has a volunteer corps who will be apprised of the individual needs of the residents and work to fulfill those needs.

Next Steps:

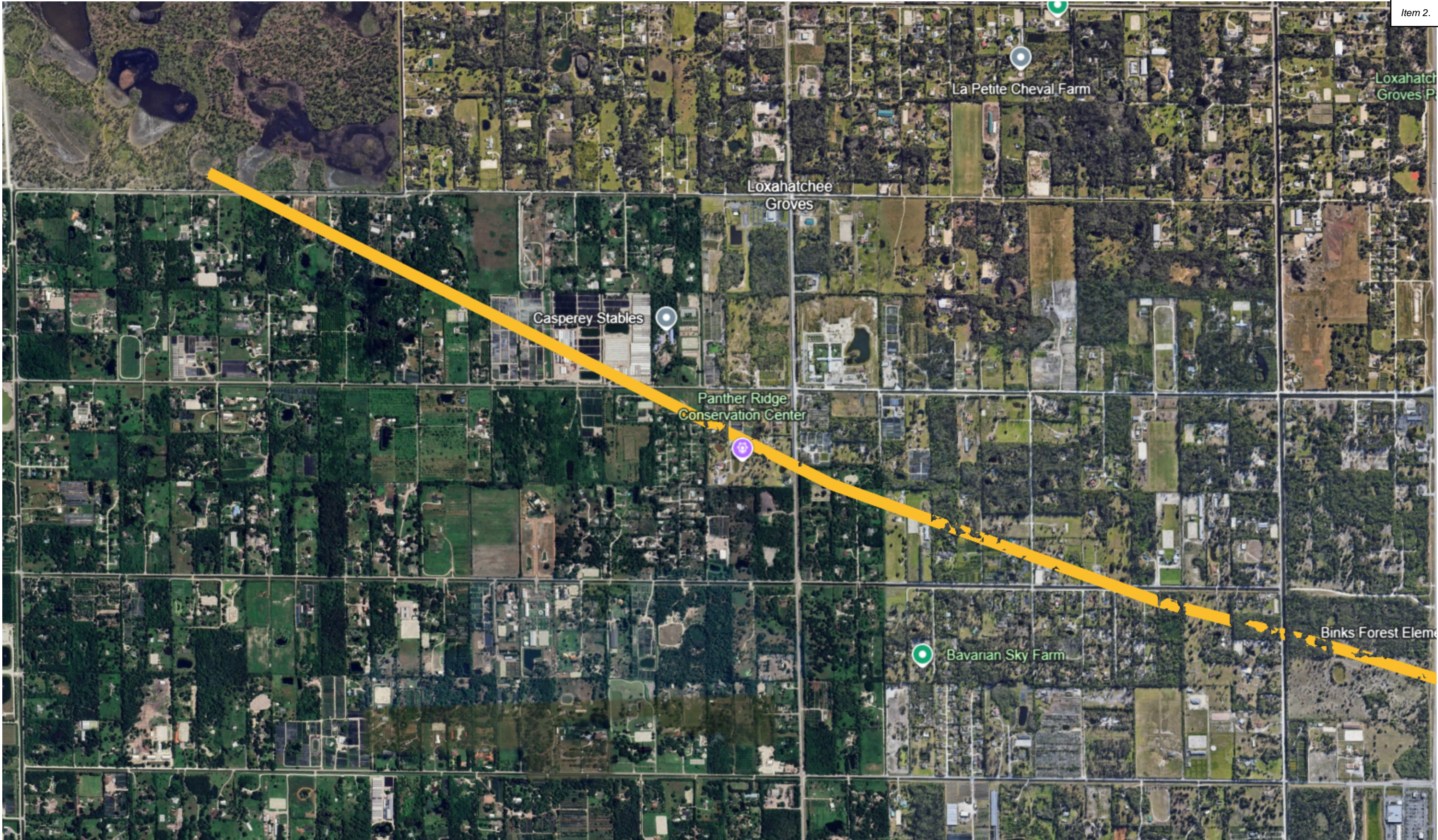
- Continue to collect data and documentation for reimbursement claims.
- Assess the condition of affected canals and determine mitigation strategies.
- Provide regular updates to the council as new information becomes available.

Lessons Learned:

- It was discovered that after the tornado went through and disconnected power to the A Gate and the D Gates; there is no ability to open the gates without a power source.
- The generator at Public Works is not connected to the pump building. The pump building and its wiring is 3 phase and the generator is single phase. The generator at public works only works the building lights.
- When the public works building lost power, so did our internet provider, Comcast. Public Works could not see the canal level nor control the gates through our SCADA system.
- The Public Works Director has suggested purchasing a Starlink kit for the town to be used at public works. They offer a plan that is permitted to be turned on and off and only used during an event.
- The Town could have used message boards to communicate to the residents. The Public Works Director is exploring options for the town to procure the message boards which will be handy not only during a storm but throughout the year.
- Town Management made the decision early to contact AshBritt early, have conversations with the property owner of the C Rd debris site, and arrange for the debris site in town to be opened. The benefit of opening the local debris site it to allow a quicker turn around from the debris trucks. This allowed for quicker removal of debris from the Town and more expediate return to normalcy.
- Due to conversations with AshBritt, the Town began the debris removal process two full days before the rest of the area. This also allowed the residents to visualize the efforts of the Town and remove the debris sooner.
- The Town employed the use of drones from three different parties to gain a total sense of the devastation caused by the tornado. The use of drone allowed a better view and additional damage was discovered that could not be seen from the road. The plan for the future is to invest in a drone and train staff to operate it so the drone can be used during other events like parades, and marketing for the Town.
- The Emergency Management Director is going to begin a more aggressive and expanded training program for all staff but specifically those staff members and officials who have key jobs as part of the incident command system.
- Part of the training program will include proper damage assessment protocols as developed by FEMA and PBCEOC.
- Management needs to evaluate and expand our resident notification system, Civic Ready. The Town used the system to notify residents of events but less then 100 residents were signed up for the system. The Town will work on more marketing of the system in an attempt to get all residents to enroll in this free service to the residents.
- Currently the town does not have the number of vehicles needed to complete all of the roles required, especially in an emergency. Staff should not be driving their personal vehicles for Town business. The damage assessments teams were having issues during the damage assessment phase from residents as they were driving personal vehicles

and not Town vehicles. Management will work on developing a plan to enhance our fleet so the Town has sufficient vehicles to fulfill its mission.

- Develop an SOP on employee attire during an event including proper footwear and shirts with the Town logo on it so they can be properly identified by members of the public during an event.
- Expedite work on developing identification cards for town staff so they can be identified in the field as Town employees. This project will be in conjunction with enhanced security features at our Town facilities.
- An issue that occurred post event was the operation of the existing radio system. The Public Works Director has been working with and will continue to enhance the functionality of our radio system so it covers the entire town. The plan is to work with the SDPBC to possibly utilize a UHF antenna on their tower on Tangerine which will increase the height and therefore the range of the system.
- Develop specific roles and information for council to use when working with residents. While management did its best to communicate with the council members through our updates there was information told to residents that caused confusion until it was clarified.



Site Address

15045 Collecting Canal Road
829 C RD
935 C RD
15076 WILLIAMS DR
15242 SCOTT PL
15077 SCOTT PL
15066 SCOTT PL
1181 W C RD
15032 WILLIAMS DR
1081 C Road
15047 FOREST LN
15048 FOREST LN
14873 COLLECTING CANAL RD
14967 COLLECTING CANAL RD
968 C RD
888 C RD
1032 C RD
1010 C RD
1200 C RD
1214 C RD
1250 C RD
1200 C RD
14782 GRUBER LN
14844 GRUBER LN
14781 GRUBER LN
14843 GRUBER LN
1544 C RD
1654 C RD
1752 C RD
1666 C Road
14768 SNAIL TRL
14817 SNAIL TRL
14767 SNAIL TRL
14818 SNAIL TRL
C RD
14805 OKEECHOBEE BLVD
14717 GRUBER LN
14718 GRUBER LN
14732 11TH TER
14717 11TH TER
C RD
14650 OKEECHOBEE BLVD
C RD
14563 OKEECHOBEE BLVD
14625 OKEECHOBEE BLVD
14701 OKEECHOBEE BLVD
14523 OKEECHOBEE BLVD
2285 D RD
14662 PARADISE TRL
14534 PARADISE TRL
14527 PARADISE TRL
14526 PARADISE TRL
14642 FLAMINGO DR
14714 FLAMINGO DR

14660 FLAMINGO DR
14620 PARADISE TRL
14597 PARADISE TRL
14721 PARADISE TRL
14535 PARADISE TRL
14711 PARADISE TRL
14865 FLAMINGO DR
14700 PARADISE TRL
14695 FLAMINGO DR
14696 PARADISE TRL
14523 FLAMINGO DR
14536 FLAMINGO DR
14574 FLAMINGO DR
14537 FLAMINGO DR
14637 FLAMINGO DR
14687 PARADISE TRL
14661 FLAMINGO DR
14684 FLAMINGO DR
14640 PARADISE TRL
14715 FLAMINGO DR
14735 FLAMINGO DR
14738 PARADISE TRL
14659 PARADISE TRL
14683 PARADISE TRL
14718 PARADISE TRL
2141 D RD
14689 21ST RD N
2143 D RD
2201 D Road
14529 Bunny Lane
14651 BUNNY LN
14717 BUNNY LN
14591 BUNNY LN
3445 E RD
3381 E RD
3381 E RD
3319 E RD
3255 E Road
3255 E Road
3191 E RD
3123 E RD
3057 E RD
3001 E RD
2792 D RD
2730 D RD
2962 D RD
2920 D RD
2926 D RD
2998 D RD
3000 D RD

Debris Removal Table as Reported to Florida Department of Emergency Management											
Date Submitted to State	Date Debris Removed	Total CY	Vegetative	C & D	Haz Waste	White Goods	Soil Mud Sand	Vehicle Vessel	Putrescent Debris	Infectious Waste	Other
10/15/2024	10/14/2024	111	111	0	0	0	0	0	0	0	0
10/16/2024	10/15/2024	294	294	0	0	0	0	0	0	0	0
10/17/2024	10/16/2024	218	218	0	0	0	0	0	0	0	0
10/18/2024	10/17/2024	804	804	0	0	0	0	0	0	0	0
10/19/2024	10/18/2024	804	804	0	0	0	0	0	0	0	0
10/20/2024	10/19/2024	1405	1405	0	0	0	0	0	0	0	0
10/21/2024	10/20/2024	986	986	0	0	0	0	0	0	0	0
10/22/2024	10/21/2024	1107	1107	0	0	0	0	0	0	0	0
10/28/2024	10/22/2024	455	455	0	0	0	0	0	0	0	0
10/28/2024	10/23/2024	449	449	0	0	0	0	0	0	0	0
10/28/2024	10/24/2024	399	399	0	0	0	0	0	0	0	0
10/28/2024	10/25/2024	551	472	79	0	0	0	0	0	0	0
10/28/2024	10/26/2024	172	172	0	0	0	0	0	0	0	0
10/28/2024	10/27/2024	172	172	0	0	0	0	0	0	0	0
10/29/2024	10/28/2024	410	384	26	0	0	0	0	0	0	0
10/30/2024	10/29/2024	336	236	100	0	0	0	0	0	0	0
10/31/2024	10/30/2024	431	431	0	0	0	0	0	0	0	0
11/1/2024	10/31/2024	269	269	0	0	0	0	0	0	0	0
11/4/2024	11/1/2024	231	231	0	0	0	0	0	0	0	0
11/4/2024	11/2/2024	272	120	152	0	0	0	0	0	0	0
	11/3/2024	0	0	0	0	0	0	0	0	0	0
11/5/2024	11/4/2024	488	464	24	0	0	0	0	0	0	0
	11/5/2024	0			0	0	0	0	0	0	0
	11/6/2024	0			0	0	0	0	0	0	0
	11/7/2024	0			0	0	0	0	0	0	0
	11/8/2024	0			0	0	0	0	0	0	0
	11/9/2024	0			0	0	0	0	0	0	0
	11/10/2024	0			0	0	0	0	0	0	0
	11/11/2024	0			0	0	0	0	0	0	0
	11/12/2024	0			0	0	0	0	0	0	0

	11/13/2024	0			0	0	0	0	0	0	0
	11/14/2024	0			0	0	0	0	0	0	0
	11/15/2024	0			0	0	0	0	0	0	0
Totals		10364	9983	381	0	0	0	0	0	0	0

Initial Debrief of Hurricane Milton Response

The Town's senior staff held an initial forensic review and debriefing meeting concerning the Hurricane Milton incident, which primarily impacted the Town by way of a tornado moving from South to North through the Town.

The purpose of the meeting was to review the response and preparation for the event and what went well and what could be improved upon in the future. The overall assessment was that staff, especially those working in the field, had performed well and the response to the tornado, in part due to happenstance, as the crew was immediately available, because of the timing and location of the tornado's movement through the Town, was exceptional.

Issues that were identified for improvement in future events were:

1. Familiarity with debris removal contracts and contractors and Insuring availability of contractors on a pre-storm basis. Earlier contact as an event is imminent even before an emergency is declared in order to assure availability in case of impact is suggested.
2. Earlier identification and training of damage assessment teams prior to hurricane season. Some of this will have to be flexible because of staff turnover and availability.
3. Education outreach as to what the purpose of damage assessment is and what it reflects and the fact that it does not include non structural damage to properties.
4. Need to stay calm about the timing of damage assessment reporting and focus on accuracy.
5. Use of drones to assist in damage assessment was effective, need to consider having contract for such services and availability of services determined on a pre-storm basis as a part of the preparedness checklist.
6. Make sure sufficient vehicles are available for staff to perform all functions including damage assessment. Consider whether contract for rental vehicles should be in place prior to event/season.
7. Need to have sufficient shirts/identification of Town Employment appropriate for tasks available, especially for personnel whose normal function is not in the field.
8. Make sure employees called in are aware that normal office attire and footwear may not be appropriate for the post event assignment.
9. Operation of radio system needs review. Exploration of utilizing school board antenna needs to be done.
10. Generator operation and making sure there are portable generators available for gate operation in case of power outage is essential.
11. Role and coordination of expected functions of outside partners including CERT and volunteer and relief organizations has to be done on a pre-season basis so they have clear understanding of responsibility and Town has clear lines of communication with partners after event.
12. Need to work with Council on their role and function during and after event, especially from a communication to resident's perspective as we don't want contradictory or erroneous information to be released.

13. Communications through website and social media sites was improved because of the event but much work was done in response rather than in preparation to event.
14. SCADA system needs improvement as a priority
15. WIFI being down is problematic for remote operations
16. Pre storm identification of staging and debris removal sites in case of impact
17. Establish contacts with radio stations to communicate information to public in case of widespread power outages impacting more modern communication means
18. Identify organizations outside of Town Employees who are tasked with identifying and monitoring people in distress as it is not a primary function of the Town's team
19. Continued training and off season meetings needed to make sure people know their roles under ICS
 - a. Avoid being reactionary by having more clear roles
 - b. Avoid duplication of assignments and work
 - c. Consider standing briefing meetings to ensure leadership has a common understanding of situation, response, and assignment
20. Consideration of additional support for EMD at EOC
21. Establishment of communication tree for employees

For issues we need to continue to do as part of the recovery effort

22. Review of need to identify damages caused to system including Canal Banks
23. Review of recordkeeping importance and responsibility
24. Review and revise EMP based on experience
25. Follow up debriefing meetings on continued recovery efforts

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



MEMORANDUM

TO: TOWN COUNCIL

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

FROM: VALERIE OAKES, CMC, TOWN CLERK

DATE: OCTOBER 18, 2024

SUBJECT: OFFICE OF THE TOWN CLERK/EOC PUBLIC INFORMATION OFFICER HURRICANE MILTON RESPONSE AND COMMUNICATION SUMMARY

Overview

In response to Hurricane Milton and the associated tornado activity, the Office of the Town Clerk/Public Information Office, in collaboration with the Emergency Management Director at the direction of Town Manager Ramaglia, was instrumental in providing real-time updates, coordinating volunteer efforts, and managing critical resources throughout the event. The storm's impact was exacerbated by multiple tornadoes that struck simultaneously as Hurricane Milton made landfall, causing significant damage to homes and infrastructure. This report outlines the key actions taken to ensure the safety of residents and support the community's recovery process. Our office initiated ongoing communications starting Tuesday morning and continued through the post-storm period, ensuring that residents were consistently informed. Below is a detailed account of the efforts undertaken by the Office of the Town Clerk/Public Information Office.

Pre-Storm and Ongoing Communication Efforts

On **Tuesday, October 10th, at 9:00 A.M.**, the Public Information Office began posting crucial updates to the Town's social media platforms and website. The goal was to keep residents aware of the storm's progress and provide guidance on preparation and safety measures. Key updates included:

- **Hurricane Milton Update #1:** The first storm alert was issued, encouraging residents to prepare by securing property and gathering emergency supplies.

- **Hurricane Milton Update #2:** Continued preparation advice and included emergency contact numbers for local shelters and services.
- **Hurricane Milton Update #3:** Detailed the rainfall forecast and announced adjustments to solid waste collection services in anticipation of the storm.
- **Hurricane Milton Update #4:** Informed the public of the Town Hall closure and provided information on how residents could access emergency resources while Town services were suspended.
- **Hurricane Milton Update #5:** Shared the final pre-landfall storm updates, including shelter locations and safety measures.
- **Hurricane Milton Update #6:** Shared the final landfall storm updates, including shelter locations and safety measures.

Creation of the Emergency Management Webpage

One of the key actions taken before and during the storm was the creation of a dedicated **Emergency Management webpage** on the Town's website. This page served as a central hub for critical information, providing residents with:

- Emergency shelter locations.
- Updated contact information for emergency services.
- A list of safety tips and resources for both the storm and post-storm recovery.

This webpage was continually updated to reflect the changing conditions and provide essential resources as the situation evolved.

Additionally, a **Tornado Watch News Release** was issued while the hurricane was still active. This release included important updates about the potential for tornadoes, reinforcing the need for immediate precautions as the storm progressed.

As Hurricane Milton made landfall, several tornadoes developed, causing extensive damage to homes across the area. The simultaneous occurrence of tornadoes during the hurricane's peak resulted in the most significant damage to residential structures. In response, our office provided real-time updates about the tornado warnings, reinforcing the need for residents to take shelter and remain alert during this dual threat.

Community Engagement and Post-Storm Resource Coordination

Following the hurricane and tornadoes, the Office of the Town Clerk shifted focus to recovery efforts, including community engagement and resource coordination.

- **Neighbors Helping Neighbors Initiative (Post-Storm):** In the aftermath of the storm, we launched the **Neighbors Helping Neighbors** program, encouraging residents to assist one another in debris removal and storm recovery. A flyer was created and distributed to foster this community-led effort.

- Two volunteer meetings were held at Town Hall with the **Neighbors Helping Neighbors** group, coordinating efforts for debris and vegetation clean-up across the most heavily impacted areas.
- **Hurricane Shelter Locations Flyer:** A flyer detailing shelter locations was distributed, ensuring that residents had access to the nearest safe spaces for evacuation.
- **Post-Storm Support and Recovery Resources:** The Town Clerk’s Office also compiled a comprehensive resource list, which included:
 - Information on bulk debris collection schedules.
 - Links to state and federal assistance programs such as FEMA and SBA.
 - Contacts for local recovery services and disaster relief agencies.

Additionally, the **Town Council's regular meeting was rescheduled, and the ULDC Committee Meeting** was postponed due to the storm’s aftermath. This postponement was communicated promptly to the elected officials, committee members, and the public.

Post-Storm Communication and Recovery Coordination

Once the storm had passed, our focus turned to ensuring that residents had clear information on the recovery process. The Town Clerk’s Office provided continuous updates on social media and the Town website, offering guidance on waste collection services, post-storm safety, and available recovery assistance. Key post-storm actions included:

- **Bulk Debris Collection Notice:** Coastal Waste Services was enlisted to help manage debris collection, and regular updates were provided to residents regarding collection schedules and protocols.
- **Tornado Alert and Recovery Press Releases:** In response to the tornado damage, we issued additional press releases informing residents about safety precautions and resources for recovering from the storm’s devastation.

We also created a dedicated **Recovery Assistance Resources Page**, which provided essential links and contact information for ongoing support efforts. This page included information about programs such as:

- **211 Helpline** for Palm Beach and the Treasure Coast.
- **United Way Disaster Response.**
- **Florida Disaster Recovery** services.

Our team has continued to provide up-to-the-minute updates via the Town’s website and social media platforms to keep residents informed and supported during this challenging recovery phase.

Conclusion

The Office of the Town Clerk/Public Information Office has been actively engaged in both the immediate response and long-term recovery efforts following Hurricane Milton and the associated tornadoes. Through timely communications, effective coordination of resources, and fostering community involvement, we have ensured that the Town of Loxahatchee Groves remained resilient in the face of disaster. Our ongoing efforts continue to focus on supporting residents as they rebuild and recover.

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: NOVEMBER 12, 2024

SUBJECT: PRESENTATION OF QUARTERLY REPORTS

Background:

Presentations of the Quarterly Reports will be given by the following:

- a. Building - Jacek Tomasik, Building Official
- b. Code Enforcement – John Suarez, 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

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



MEMO

TO: TOWN COUNCIL

FROM: JACEK TOMASIK, Building Official

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

DATE: OCTOBER, 2024

SUBJECT: BUILDING DEPARTMENT QUARTERLY AND 2024 FY REPORT

BUILDING DEPARTMENT QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY

Item 3.

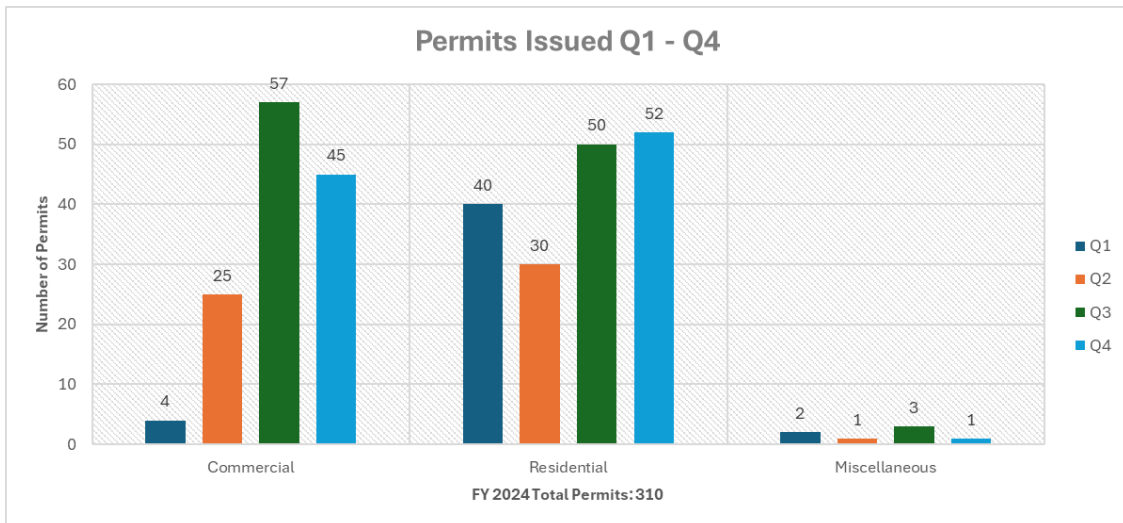
BUILDING PERMIT ACTIVITIES

BUILDING PERMIT ACTIVITIES 4TH QUARTER		BUILDING PERMIT ACTIVITIES FY 2024	
Permits Issued	98	Permits Issued	310
Permit Fees Collected	\$86,800.01	Permit Fees Collected	319,212.03
Construction Value	\$6,695,715.63	Construction Value	\$ 19,097,466.90
Inspections Completed	250	Inspections Completed	876
Plan Review Completed	122	Plan Review Completed	441

Sum of Permits Issued	Column Labels				
Row Labels	Q1	Q2	Q3	Q4	Grand Total
Commercial	4	25	57	45	131
Residential	40	30	50	52	172
Miscellaneous	2	1	3	1	7
Grand Total	46	56	110	98	310

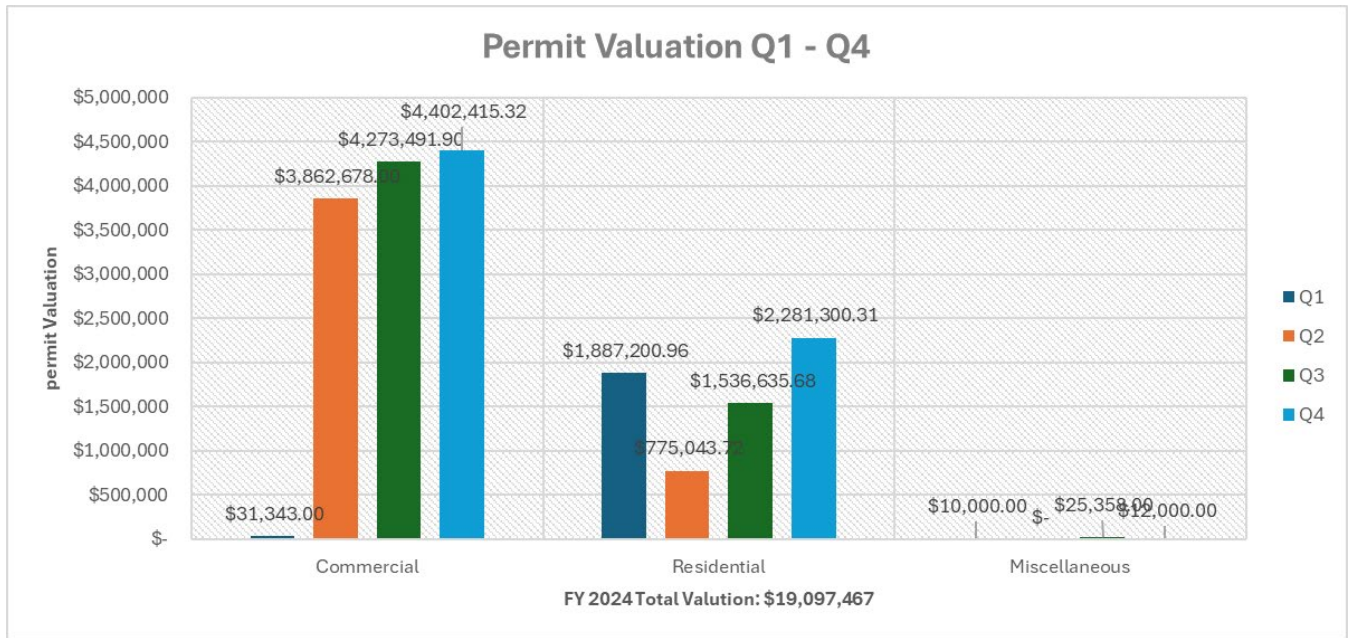
Sum of Valuation	Column Labels				
Row Labels	Q1	Q2	Q3	Q4	Grand Total
Commercial	\$ 31,343.00	\$ 3,862,678.00	\$ 4,273,491.90	\$ 4,402,415.32	\$ 12,569,928.22
Residential	\$ 1,887,200.96	\$ 775,043.72	\$ 1,536,635.68	\$ 2,281,300.31	\$ 6,480,180.67
Miscellaneous	\$ 10,000.00	\$ -	\$ 25,358.00	\$ 12,000.00	\$ 47,358.00
Grand Total	\$ 1,928,543.96	\$ 4,637,721.72	\$ 5,835,485.58	\$ 6,695,715.63	\$ 19,097,466.90

Sum of Fees Paid	Column Labels				
Row Labels	Q1	Q2	Q3	Q4	Grand Total
Commercial	\$ 1,797.75	\$ 79,893.27	\$ 58,665.80	\$ 35,788.32	\$ 176,145.14
Residential	\$ 19,534.93	\$ 19,227.70	\$ 49,865.08	\$ 50,711.44	\$ 139,339.15
Miscellaneous	\$ 460.25	\$ 50.00	\$ 2,917.50	\$ 300.25	\$ 3,728.00
Grand Total	\$ 21,792.93	\$ 99,170.97	\$ 111,448.38	\$ 86,800.01	\$ 319,212.29

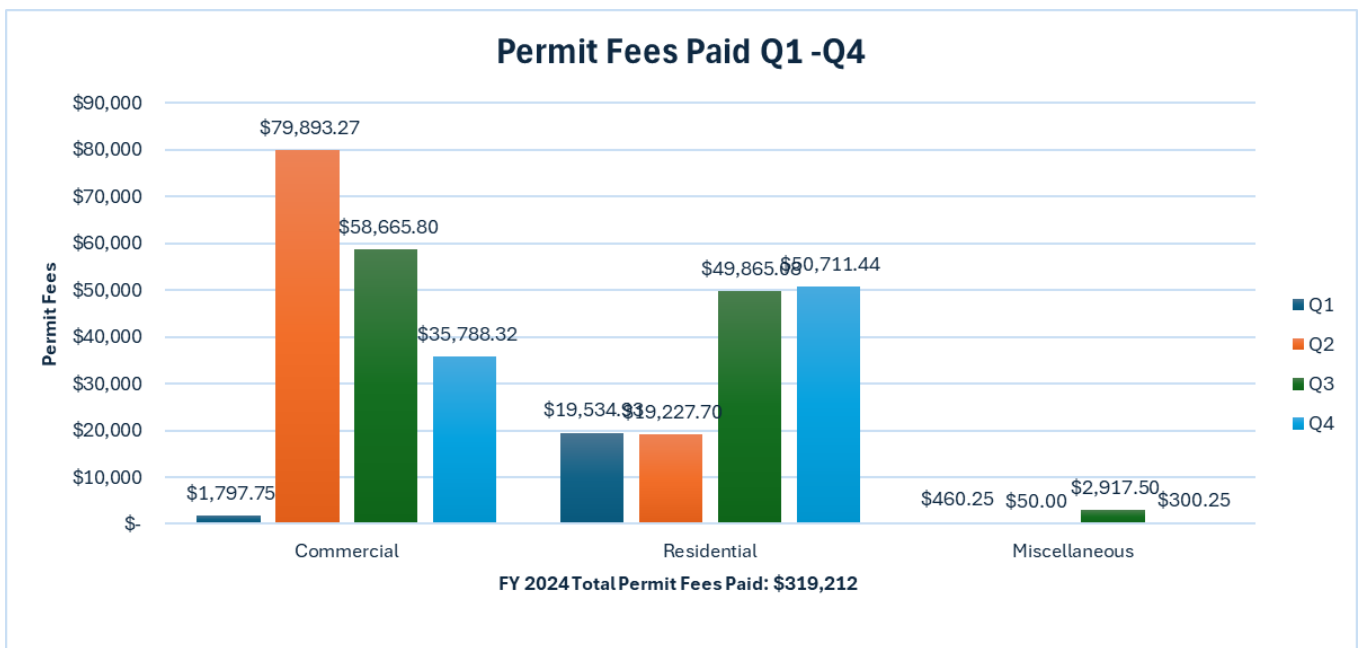


BUILDING DEPARTMENT QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY

VALUE OF IMPROVEMENTS INDICATED ON THE PERMIT APPLICATIONS Q1 – Q4



PERMIT FEES COLLECTED BASED ON THE VALUE OF IMPROVEMENTS Q1 – Q4



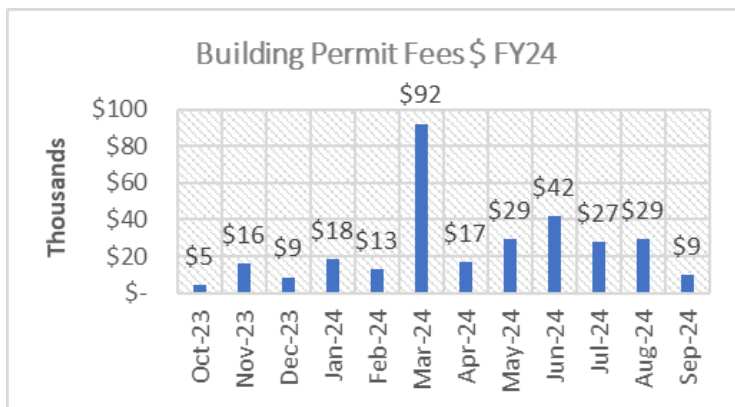
BUILDING DEPARTMENT QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY

Item 3.

FY 2024 MONTHLY PERMIT ACTIVITY AND FEES COLLECTED FOR PERMITTING SERVICES

Data	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Total Fees \$	25,839	26,831	17,236	25,712	21,171	114,474	23,121	52,957	51,882	68,929	58,385	82,242	568,778.04
Fire Fees \$	0	0	0	0	0	0	0	0	0	0	0	0	-
Zoning Fees \$	2,784	1,000	450	4,650	2,700	1,650	250	450	250	650	3,153	3,250	21,237.00
DBPR Fees \$	49	152	117	251	148	1,289	215	441	472	392	389	140	4,053.51
DCA Fees \$	37	106	81	170	101	862	149	299	316	263	263	95	2,741.78
Building Permit Fees \$	4,503	15,747	8,543	18,191	12,747	92,162	16,782	29,379	41,950	27,484	29,039	9,445	305,973.56
CGA Revenue \$	4,053	14,173	7,689	16,372	11,473	82,946	15,103	26,441	37,755	24,736	26,135	8,501	275,376.21
Municipality Revenue \$	21,700	12,400	9,349	8,919	9,450	29,377	7,653	25,777	13,339	43,537	31,599	73,507	286,606.54
Total Job Value \$	252,529	584,311	431,104	216,637	268,867	4,109,300	452,549	1,021,624	4,253,942	2,932,466	2,355,341	813,838	17,692,508.65
Total Res Job Value \$	247,686	562,811	421,104	216,637	268,867	246,622	255,370	923,295	233,942	233,481	474,941	275,808	4,360,563.32
Total Com Job Value \$	4,843	21,500	10,000	0	0	3,862,678	191,821	98,330	4,000,000	2,698,985	1,880,400	538,030	13,306,587.32
Total Unclassified Job Value \$	0	0	0	0	0	0	5,358	0	20,000	0	0	0	25,358.00
New Jobs	53	45	40	27	59	38	60	43	43	53	52	44	557.00
Permits Completed	12	8	1	10	6	8	10	23	20	24	47	32	201.00
Permits Voided	13	14	20	11	19	21	11	19	28	11	15	9	191.00
Permits Expired					3			7	65	8			83.00
Permits Issued	28	22	12	14	25	17	29	63	18	33	29	36	326.00
Inspections Completed	91	74	52	76	55	74	66	75	63	105	85	60	876.00
Reviews Completed	35	25	15	17	37	47	50	53	40	23	58	41	441.00
Reviews Assigned	30	25	20	20	38	57	50	56	35	36	52	28	447.00
Reviews Completed Late	10	3	7	4	2	9	20	14	6	3	4	6	88.00
Reviews Open												19	19.00
Reviews Open Overdue												18	18.00
Res Fees \$	3,404	11,023	7,453	16,471	8,592	21,664	7,876	24,877	12,761	19,101	10,450	5,309	148,981.02
Res Permits	19	19	8	12	17	18	22	28	16	24	22	13	218.00
Com Fees \$	4,604	5,024	586	816	2,475	72,201	7,780	14,928	28,130	32,213	27,937	50,861	247,556.35
Com Permits	22	10	3	4	9	13	7	34	15	94	71	74	356.00
Unclassified Fees \$	15,247	8,100	7,474	5,854	7,986	9,161	5,152	7,856	5,802	10,722	14,161	17,848	115,362.90
Unclassified Permits	9	5	6	5	15	8	6	4	5	11	9	11	94.00

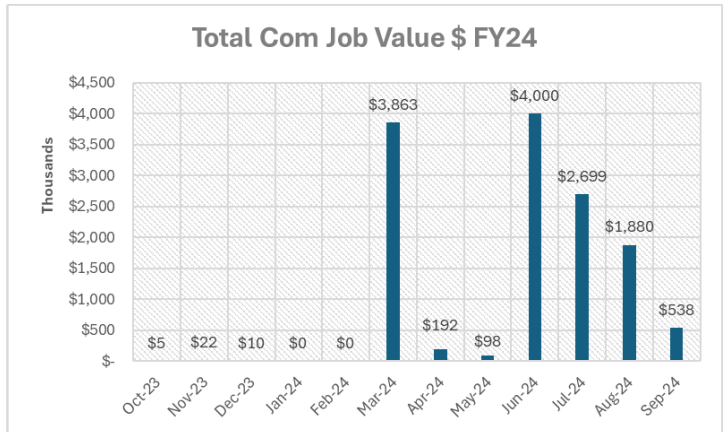
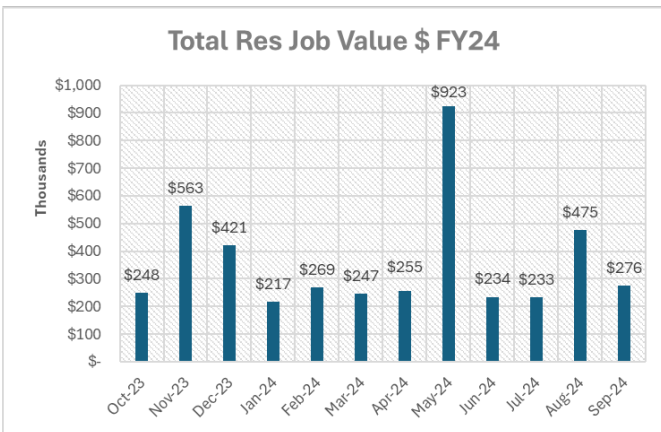
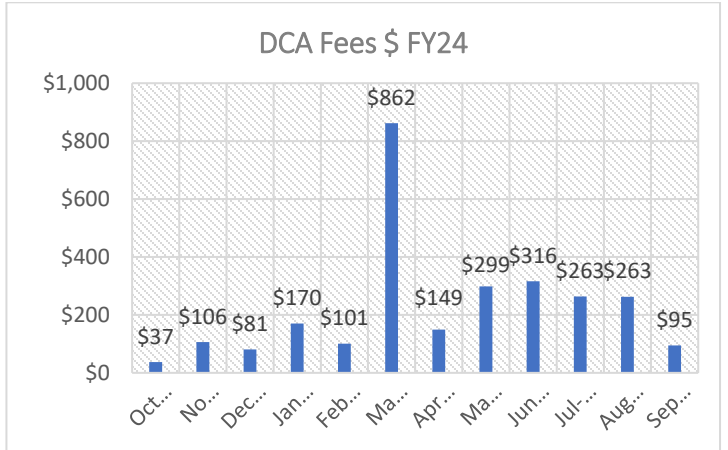
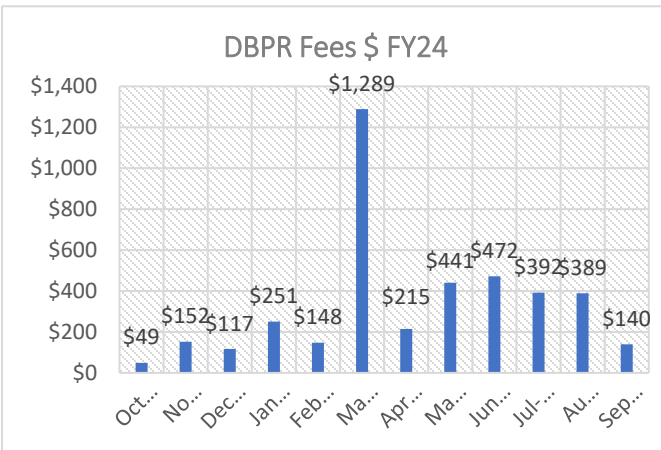
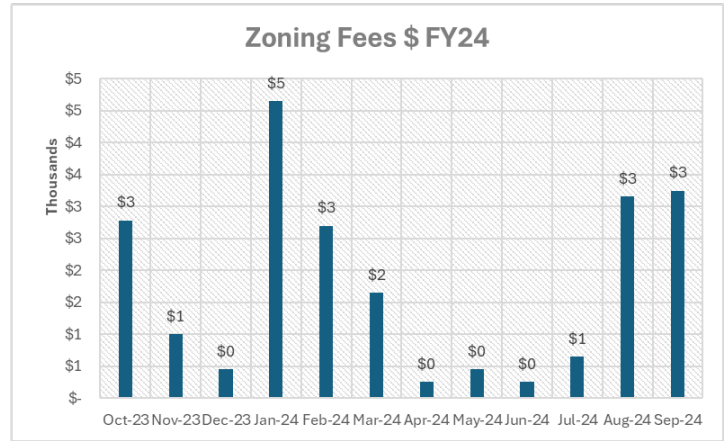
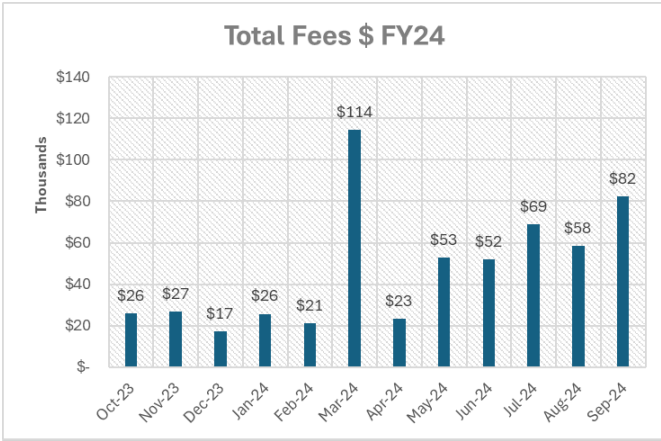
PERMIT ACTIVITY AND FEES COLLECTED FOR PERMITTING SERVICES Q1 - Q4



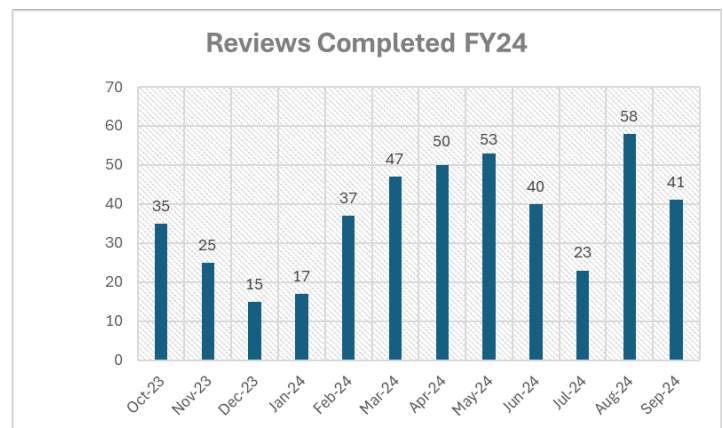
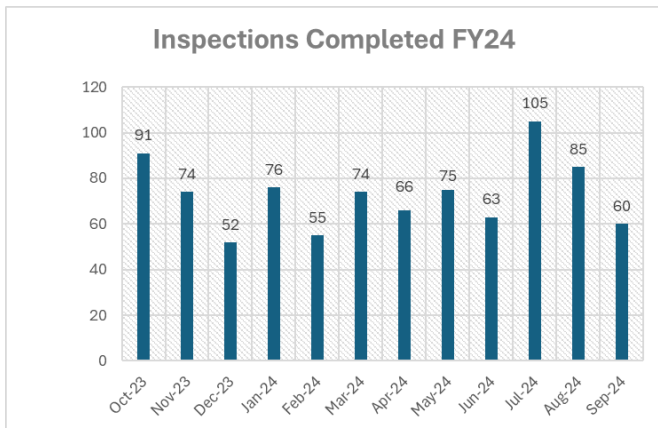
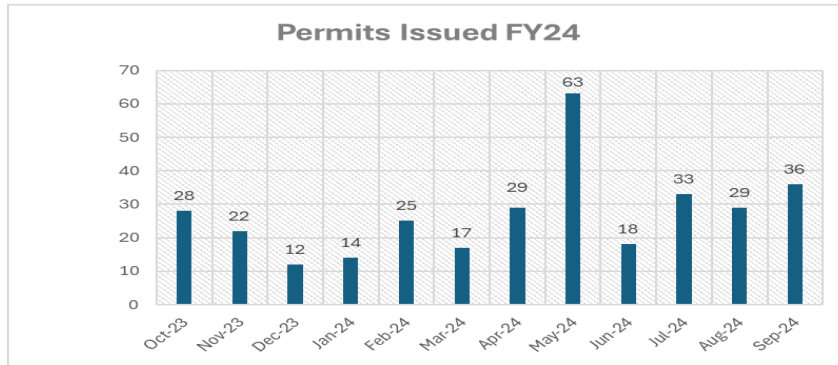
BUILDING DEPARTMENT QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY

BUILDING DEPARTMENT QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY

Item 3.



BUILDING DEPARTMENT QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY



PERMIT PROCESS AND CUSTOMER SERVICE IMPROVEMENTS

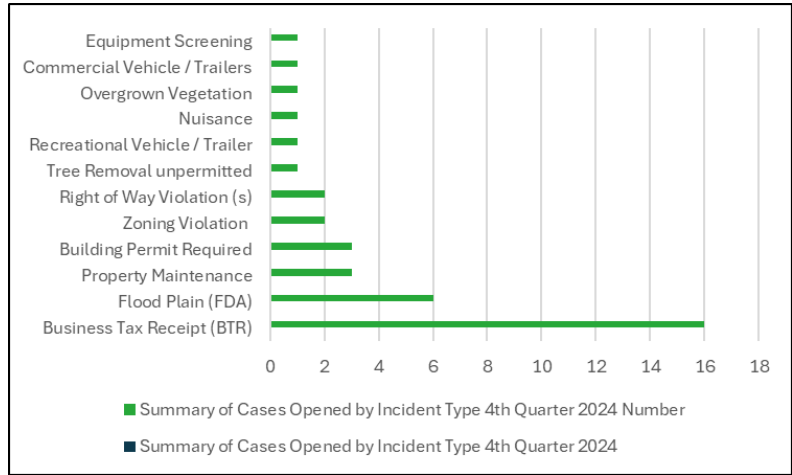
Implementing the new permitting software MyGovernmentOnline (“MGO”) Workflow for the Building Permits module has been completed. Permit types and corresponding inspection types have been created with the next step being coordination of the GIS and addressing support. Staff are also preparing to implement the Code Enforcement Module. All existing Code Compliance forms and notices have been re-created to reflect the latest statutory changes and are being reviewed by the Legal Department.

Implementation of the new RV ordinance. Additional workflows and setup are being prepared for implementing the new RV ordinance with the required permitting, fee collection, application review, and inspection process. New RV permit applications, fees, and permit applications are being implemented.

CODE COMPLIANCE QUARTERLY REPORT (4th QUARTER) AND 2024 FY SUMMARY

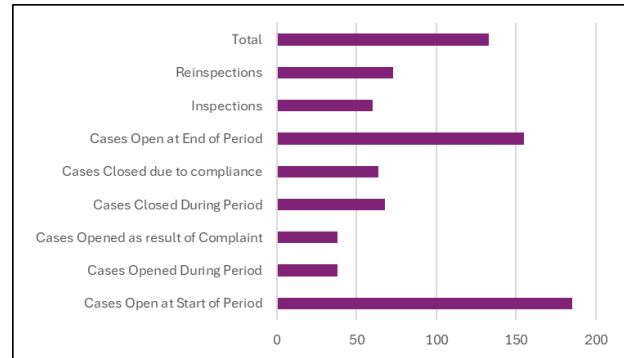
Summary of Cases Opened by Incident Type 4th Quarter 2024

Incident Type	Number
Business Tax Receipt (BTR)	16
Flood Plain (FDA)	6
Property Maintenance	3
Building Permit Required	3
Zoning Violation	2
Right of Way Violation (s)	2
Tree Removal unpermitted	1
Recreational Vehicle / Trailer	1
Nuisance	1
Overgrown Vegetation	1
Commercial Vehicle / Trailers	1
Equipment Screening	1
Total	38



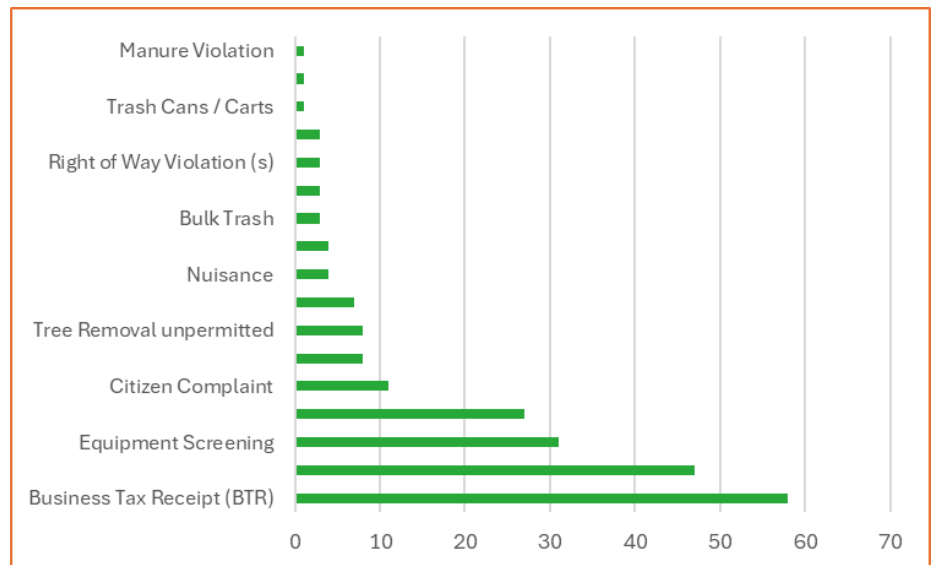
Case Totals for the 4th Quarter 2024

Cases Open at Start of Period	185
Cases Opened During Period	38
Cases Opened as result of Complaint	38
Cases Closed During Period	68
Cases Closed due to compliance	64
Cases Open at End of Period	155
Inspections	60
Reinspections	73
Total	133



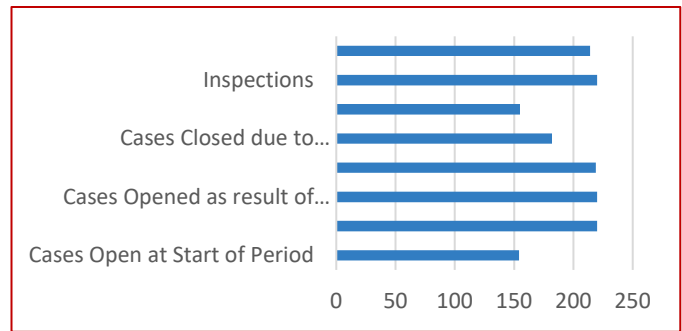
Summary of Cases Opened by Type 2024

Incident Type	Number
Business Tax Receipt (BTR)	58
Building Permit Required	47
Equipment Screening	31
Flood Plain (FDA)	27
Citizen Complaint	11
Recreational Vehicle / Trailer	8
Tree Removal unpermitted	8
Zoning Violation	7
Nuisance	4
Commercial Vehicle / Trailers	4
Bulk Trash	3
Garbage or Trash Violation	3
Right of Way Violation (s)	3
Property Maintenance	3
Trash Cans / Carts	1
Overgrown Vegetation	1
Manure Violation	1
Total	220



Case Totals for FY 2024

Cases Open at Start of Period	154
Cases Opened During Period	220
Cases Opened as result of Complaint	220
Cases Closed During Period	219
Cases Closed due to compliance	182
Cases Open at End of Period	155
Inspections	220
Reinspections	214
Total	434



Code Compliance Improvements and Progress

Staff are preparing to implement the new software's Code Enforcement Module (MGO). All existing Code Compliance forms and notices have been re-created to reflect the latest statutory changes and are approved by the Legal Department. The department's goal is to expedite the code case process and close the outstanding cases. The new software will provide an opportunity to establish the new timelines from the first notice through NOV/NOH to the Special Magistrate Hearing with the common goal being prompt compliance.

New Ordinances. Adoption of the new Code Enforcement Ordinance containing citation procedures as well as the new Schedule of Violations Ordinance is set for Council adoption in the upcoming meetings.

RV Ordinance And Enforcement. With the goal of compliance considering the Equestrian season, the staff is proactively identifying RV locations and notifying owners of new registration and permit requirements. Courtesy compliance letters will be provided to owners with an exceeding number of RV's. Citations may be issued for properties with previous and repeat violations.



Memorandum

To: Loxahatchee Groves Town Council
Francine Ramaglia, Town Manager

From: Tara Bamber, P.E., Town Engineer

Subject: Quarterly Report – July 1 to September 30, 2024

Date: October 22, 2024

Below is a condensed version of the work that Engenuity Group, Inc. provided within July 1st and September 30th in 2024 as the Town Engineer and Engenuity Group Staff.

- 1. Land Development Fee-Based Applications: 45**
 - a. Site Development **23**; Approvals **7**
 - b. Right of Way **9**; Approvals **3**
 - c. Pre-Application **4**
 - d. Pre-Construction **3**
 - e. Construction **5**
 - f. Project Closeout **8**
 - g. Zoning Assistance **2**
- 2. Code Compliance: Cases 1**
- 3. Townwide Resiliency Vulnerability Assessment: Not this quarter**
- 4. Development Review Committee:**
 - a. Projects Reviewed **4**
 - b. Meetings **2**
- 5. General Services:**
 - a. Design & submit SFWMD Permit for Town Culvert Replacement **1**

- b.** Prepare for and attend 7-16-24 Surface Water Policy Review and Land Development Permitting Workshop
 - c.** Prepare for and attend 9-3-24 Council Meeting, including:
 - i.** Section 130-035 ULDC
 - ii.** Proposed Minor Fill Application
 - iii.** Proposed Sand Ring Application
 - iv.** Proposed Minor Engineering Permit
 - d.** For 10-1-24 Council Meeting: Revise Code Section 130-035 for 1st Reading; Prepare Minor Fill Permit application for 1st Reading; Provide Agenda Memo for Meeting
 - e.** Monthly Staff Meetings & Permit Process Meeting **4**
 - f.** Provide permit approval and approved plans in Dropbox
 - g.** Begin to update the Town's Roadway Detail
 - h.** Quarterly Report
- 6. Survey:**
- a.** Surveying for Road Design and Replace Culverts

Quarterly Report for Loxahatchee Groves

- Continued with cybersecurity training.
- Discussed plans for further network enhancement at Public Works.
- Verified backups for impending storms.



**Palm Beach County
Fire Rescue**

Chief Patrick J. Kennedy
405 Pike Road
West Palm Beach, FL 33411
561-616-7000
www.pbcfr.org



Executive Staff

Assistant Chief
David Woodside

Deputy Chief
Kimberly Hude

Deputy Chief
Jose Gonzalez

Fire Marshal
Chief David DeRita

Loxahatchee Groves

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:													
F24129193	20	15665 COLLECTING CANAL RD LOX	07/01/2024	09:42:26	09:42:45	09:42:52	09:43:42	09:47:53	09:59:28	0:00:26	0:00:50	0:04:11	0:05:27
F24129248	20	15665 COLLECTING CANAL RD LOX	07/01/2024		10:50:43	10:50:51	10:51:30	10:56:04	12:08:41	0:00:33	0:00:39	0:04:34	0:05:46
F24129472	20	15000 SOUTHERN BLVD PBC	07/01/2024	16:19:25	16:19:40	16:19:45	16:20:17	16:25:32	16:32:44	0:00:20	0:00:32	0:05:15	0:06:07
F24130245	20	SOUTHERN BLVD/FLYING COW RANCH RD	07/02/2024	18:38:13	18:38:52	18:38:57	18:39:30	18:44:38	19:15:03	0:00:44	0:00:33	0:05:08	0:06:25
F24131017	21	B RD/LOS ANGELES DR	07/03/2024		21:05:30	21:05:38	21:06:18	21:11:51	21:18:49	0:00:33	0:00:40	0:05:33	0:06:46
F24131139	21	14555 SOUTHERN BLVD LOX	07/04/2024		03:23:00	03:23:10	03:24:43	03:36:16	03:56:10	0:00:35	0:01:33	0:11:33	0:13:41
F24131988	21	25TH PL N/C RD	07/05/2024	08:12:02	08:12:33	08:13:59	08:14:24	08:18:48	08:30:42	0:01:57	0:00:25	0:04:24	0:06:46
F24132501	21	2310 F RD LOX	07/06/2024		00:22:48	00:22:59	00:23:27	00:28:33	01:26:47	0:00:36	0:00:28	0:05:06	0:06:10
F24133069	20	SOUTHERN BLVD/BINKS FOREST DR	07/06/2024	22:34:16	22:35:03	22:35:10	22:36:24	22:40:06	22:44:13	0:00:54	0:01:14	0:03:42	0:05:50
F24133185	21	3506 B RD LOX	07/07/2024	04:58:38	04:58:58	04:59:07	05:00:23	05:08:39	05:49:56	0:00:29	0:01:16	0:08:16	0:10:01
F24133687	21	13678 14TH PL N LOX	07/07/2024	21:08:42	21:09:37	21:09:43	21:10:38	21:16:59	21:58:17	0:01:01	0:00:55	0:06:21	0:08:17
F24134459	21	15286 NORTH RD LOX	07/09/2024	03:23:32	03:24:20	03:24:33	03:25:43	03:25:50	03:45:30	0:01:01	0:01:10	0:00:07	0:02:18
F24134944	20	C RD/BINKS FOREST DR	07/09/2024	19:13:39	19:14:07	19:14:18	19:14:52	19:19:02	19:22:28	0:00:39	0:00:34	0:04:10	0:05:23
F24135681	21	15870 42ND ST N LOX	07/10/2024	20:05:31	20:06:15	20:06:20	20:07:10	20:18:08	21:05:41	0:00:49	0:00:50	0:10:58	0:12:37
F24136961	21	1201 F RD LOX	07/12/2024		17:45:25	17:45:34	17:46:07	17:52:07	18:43:54	0:00:34	0:00:33	0:06:00	0:07:07
F24137484	20	COLLECTING CANAL RD/A RD	07/13/2024		14:50:50	14:51:12	14:51:53	14:56:47	16:07:35	0:00:47	0:00:41	0:04:54	0:06:22
F24137734	21	14676 11TH TER LOX	07/13/2024	22:06:21	22:06:42	22:06:52	22:07:28	22:23:36	22:42:04	0:00:31	0:00:36	0:16:08	0:17:15
F24139118	21	13237 24TH CT N LOX	07/16/2024		01:42:36	01:42:45	01:44:24	01:51:42	02:03:00	0:00:34	0:01:39	0:07:18	0:09:31
F24139493	21	OKEECHOBEE BLVD/B RD	07/16/2024	15:00:09	15:00:42	15:01:01	15:01:48	15:08:39	15:16:59	0:00:52	0:00:47	0:06:51	0:08:30
F24139552	20	15665 COLLECTING CANAL RD LOX	07/16/2024	16:26:02	16:26:25	16:27:03	16:27:44	16:31:42	17:12:06	0:01:01	0:00:41	0:03:58	0:05:40
F24139775	21	15246 LOS ANGELES DR LOX	07/17/2024	00:04:24	00:04:46	00:04:51	00:05:51	00:11:03	01:04:28	0:00:27	0:01:00	0:05:12	0:06:39

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Item 3.



10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24140460	20	15665 COLLECTING CANAL RD LOX	07/18/2024	02:52:31	02:53:15	02:53:22	02:54:57	02:54:59	04:01:51	0:00:51	0:01:35	0:00:02	0:02:28
F24140752	20	15475 SOUTHERN BLVD LOX	07/18/2024	14:03:14	14:03:35	14:03:44	14:04:13	14:07:51	14:48:39	0:00:30	0:00:29	0:03:38	0:04:37
F24141711	21	14708 SOUTHERN BLVD PBC	07/19/2024	21:34:33	21:34:45	21:34:55	21:35:30	21:42:11	22:11:46	0:00:22	0:00:35	0:06:41	0:07:38
F24141896	21	3275 C RD LOX	07/20/2024	07:14:25	07:15:10	07:15:27	07:15:43	07:22:48	07:58:11	0:01:02	0:00:16	0:07:05	0:08:23
F24144082	21	14036 43RD RD N LOX	07/23/2024	16:47:53	16:48:29	16:48:38	16:49:22	16:57:56	17:03:52	0:00:45	0:00:44	0:08:34	0:10:03
F24144238	20	SOUTHERN BLVD/B RD	07/23/2024		21:27:50	21:27:56	21:28:48	21:32:44	22:19:46	0:00:31	0:00:52	0:03:56	0:05:19
F24145560	21	OKEECHOBEE BLVD/F RD	07/25/2024		22:09:09	22:09:15	22:09:46	22:13:15	22:50:52	0:00:31	0:00:31	0:03:29	0:04:31
F24145806	21	13150 MARCELLA BLVD LOX	07/26/2024	10:30:42	10:31:04	10:31:15	10:31:44	10:42:49	11:15:34	0:00:33	0:00:29	0:11:05	0:12:07
F24147416	20	15731 SOUTHERN BLVD LOX	07/28/2024	19:52:29	19:53:07	19:53:16	19:53:56	19:57:00	20:25:08	0:00:47	0:00:40	0:03:04	0:04:31
F24147879	21	950 D RD LOX	07/29/2024	15:02:01	15:02:33	15:02:41	15:03:21	15:12:26	15:51:30	0:00:40	0:00:40	0:09:05	0:10:25
F24148409	20	444 B RD LOX	07/30/2024	11:21:47	11:22:19	11:22:32	11:23:38	11:29:06	12:35:34	0:00:45	0:01:06	0:05:28	0:07:19
F24150100	21	14714 FLAMINGO DR LOX	08/01/2024	21:34:57	21:35:19	21:35:26	21:36:17	21:41:41	22:23:29	0:00:29	0:00:51	0:05:24	0:06:44
F24150494	21	14283 TANGERINE DR LOX	08/02/2024		13:59:38	13:59:45	14:00:08	14:06:18	14:33:17	0:00:32	0:00:23	0:06:10	0:07:05
F24150905	21	OKEECHOBEE BLVD/F RD	08/03/2024		04:02:43	04:02:47	04:03:51	04:10:02	04:32:49	0:00:29	0:01:04	0:06:11	0:07:44
F24151226	20	15673 SOUTHERN BLVD LOX	08/03/2024	14:52:58	14:54:06	14:54:12	14:54:59	14:58:38	15:35:41	0:01:14	0:00:47	0:03:39	0:05:40
F24151231	21	3636 D RD LOX	08/03/2024	15:06:58	15:07:29	15:07:45	15:08:27	15:15:31	15:53:24	0:00:47	0:00:42	0:07:04	0:08:33
F24151235	21	13342 NORTH RD LOX	08/03/2024	15:12:56	15:13:19	15:13:27	15:14:02	15:21:38	15:42:00	0:00:31	0:00:35	0:07:36	0:08:42
F24151841	21	14413 TANGERINE DR LOX	08/04/2024	13:49:39	13:50:03	13:50:18	13:50:56	13:56:08	14:31:05	0:00:39	0:00:38	0:05:12	0:06:29
F24152073	21	14165 OKEECHOBEE BLVD LOX	08/04/2024	21:06:04	21:06:17	21:06:26	21:07:14	21:09:09	22:00:15	0:00:22	0:00:48	0:01:55	0:03:05
F24152639	20	15689 SOUTHERN BLVD LOX	08/05/2024	18:55:49	18:56:20	18:56:27	18:57:26	19:00:58	19:36:59	0:00:38	0:00:59	0:03:32	0:05:09
F24153266	21	E RD/OKEECHOBEE BLVD	08/06/2024	16:00:10	16:00:29	16:00:39	16:01:07	16:04:26	16:48:25	0:00:29	0:00:28	0:03:19	0:04:16
F24153315	21	15347 OKEECHOBEE BLVD LOX	08/06/2024	17:03:42	17:04:28	17:04:35	17:05:04	17:08:45	17:49:22	0:00:53	0:00:29	0:03:41	0:05:03

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24153699	21	13475 SOUTHERN BLVD LOX	08/07/2024	09:32:36	09:33:13	09:33:20	09:33:56	09:40:09	10:09:57	0:00:44	0:00:36	0:06:13	0:07:33
F24153837	20	15665 COLLECTING CANAL RD LOX	08/07/2024	12:43:46	12:44:05	12:44:19	12:45:03	12:52:54	13:34:27	0:00:33	0:00:44	0:07:51	0:09:08
F24154418	21	4444 145TH AVE N LOX	08/08/2024	09:52:55	09:53:19	09:53:26	09:54:16	10:02:29	10:37:38	0:00:31	0:00:50	0:08:13	0:09:34
F24154651	21	13099 MARCELLA BLVD LOX	08/08/2024	15:28:11	15:28:34	15:28:41	15:29:09	15:36:00	16:07:58	0:00:30	0:00:28	0:06:51	0:07:49
F24154673	20	15689 SOUTHERN BLVD LOX	08/08/2024	16:08:12	16:08:43	16:08:57	16:09:28	16:14:00	16:48:36	0:00:45	0:00:31	0:04:32	0:05:48
F24155337	21	13475 SOUTHERN BLVD LOX	08/09/2024	14:23:31	14:23:55	14:24:05	14:24:46	14:32:15	15:09:21	0:00:34	0:00:41	0:07:29	0:08:44
F24155583	21	15212 FOREST LN LOX	08/09/2024	21:25:38	21:25:58	21:26:05	21:26:41	21:38:17	22:26:08	0:00:27	0:00:36	0:11:36	0:12:39
F24155591	21	981 D RD LOX	08/09/2024	21:56:44	21:58:32	21:58:38	21:59:23	22:08:00	22:51:28	0:01:54	0:00:45	0:08:37	0:11:16
F24155897	21	13901 SOUTHERN BLVD LOX	08/10/2024	12:08:30	12:09:01	12:09:10	12:09:57	12:18:16	12:33:39	0:00:40	0:00:47	0:08:19	0:09:46
F24156068	21	13901 SOUTHERN BLVD LOX	08/10/2024	17:56:01	17:56:22	17:56:31	17:57:37	18:04:08	18:12:33	0:00:30	0:01:06	0:06:31	0:08:07
F24156260	21	14916 SNAIL TRL LOX	08/10/2024	23:56:49	23:57:11	23:57:20	23:59:01	00:04:12	00:30:07	0:00:31	0:01:41	0:05:11	0:07:23
F24156497	20	15625 SOUTHERN BLVD LOX	08/11/2024	11:00:18	11:00:49	11:00:57	11:01:31	11:05:41	11:34:11	0:00:39	0:00:34	0:04:10	0:05:23
F24156545	21	3191 E RD LOX	08/11/2024	12:26:37	12:27:25	12:27:32	12:28:14	12:34:06	12:51:35	0:00:55	0:00:42	0:05:52	0:07:29
F24157117	21	14140 CITRUS DR LOX	08/12/2024	10:50:33	10:51:06	10:51:27	10:52:42	11:00:00	11:35:58	0:00:54	0:01:15	0:07:18	0:09:27
F24157251	21	2661 MARCH CIR LOX	08/12/2024	14:18:25	14:18:43	14:19:00	14:19:36	14:26:23	15:10:28	0:00:35	0:00:36	0:06:47	0:07:58
F24158603	21	14279 43RD RD N LOX	08/14/2024	13:12:42	13:13:01	13:13:12	13:14:22	13:23:23	14:05:07	0:00:30	0:01:10	0:09:01	0:10:41
F24158977	21	F RD/DEAD END	08/15/2024	03:10:31	03:11:08	03:11:14	03:12:28	03:17:28	03:25:57	0:00:43	0:01:14	0:05:00	0:06:57
F24159869	20	15389 SOUTHERN BLVD LOX	08/16/2024	12:47:37	12:48:20	12:48:26	12:49:02	12:53:30	13:10:23	0:00:49	0:00:36	0:04:28	0:05:53
F24160085	21	16020 OKEECHOBEE BLVD LOX	08/16/2024	20:03:54	20:05:00	20:05:07	20:05:18	20:12:32	20:39:58	0:01:13	0:00:11	0:07:14	0:08:38
F24160345	21	13901 SOUTHERN BLVD LOX	08/17/2024	08:50:03	08:50:25	08:50:31	08:51:49	08:58:52	09:21:35	0:00:28	0:01:18	0:07:03	0:08:49
F24160427	21	3055 161ST TER N LOX	08/17/2024	11:16:29	11:17:04	11:17:12	11:18:20	11:24:50	11:59:49	0:00:43	0:01:08	0:06:30	0:08:21
F24160670	21	1628 D RD LOX	08/17/2024		18:55:01	18:55:10	18:55:54	19:02:45	19:56:12	0:00:34	0:00:44	0:06:51	0:08:09

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24160689	21	E RD/SOUTHERN BLVD	08/17/2024	19:34:54	19:35:14	19:35:22	19:35:45	19:43:38	19:44:39	0:00:28	0:00:23	0:07:53	0:08:44
F24160816	21	13169 MARCELLA BLVD LOX	08/18/2024	00:10:35	00:11:17	00:11:24	00:12:53	00:19:16	00:49:09	0:00:49	0:01:29	0:06:23	0:08:41
F24161228	21	3795 D RD LOX	08/18/2024	17:27:27	17:28:33	17:28:41	17:29:33	17:39:08	18:11:15	0:01:14	0:00:52	0:09:35	0:11:41
F24161962	21	580 C RD LOX	08/19/2024	19:22:55	19:23:47	19:23:57	19:24:28	19:31:01	19:38:48	0:01:02	0:00:31	0:06:33	0:08:06
F24162300	21	3636 D RD LOX	08/20/2024	11:03:26	11:03:50	11:04:11	11:04:18	11:11:13	11:57:02	0:00:45	0:00:07	0:06:55	0:07:47
F24162500	20	15665 COLLECTING CANAL RD LOX	08/20/2024	15:45:24	15:46:06	15:46:38	15:47:14	15:52:53	16:40:21	0:01:14	0:00:36	0:05:39	0:07:29
F24163484	21	14283 TANGERINE DR LOX	08/22/2024	06:07:08	06:07:29	06:07:36	06:08:53	06:18:04	06:53:14	0:00:28	0:01:17	0:09:11	0:10:56
F24163719	21	13169 MARCELLA BLVD LOX	08/22/2024	13:02:25	13:03:17	13:03:31	13:04:19	13:11:27	13:39:24	0:01:06	0:00:48	0:07:08	0:09:02
F24164637	21	14555 SOUTHERN BLVD LOX	08/23/2024	19:54:08	19:54:36	19:54:42	19:55:34	20:01:25	20:46:01	0:00:34	0:00:52	0:05:51	0:07:17
F24164795	21	12959 KAZEE RD LOX	08/24/2024	01:25:01	01:27:42	01:27:48	01:29:12	01:38:27	01:43:37	0:02:47	0:01:24	0:09:15	0:13:26
F24164948	21	14283 TANGERINE DR LOX	08/24/2024	08:59:18	08:59:42	08:59:49	09:00:28	09:07:05	09:34:43	0:00:31	0:00:39	0:06:37	0:07:47
F24165233	21	4200 GLOBAL TRL LOX	08/24/2024		16:32:20	16:32:29	16:33:01	16:43:03	17:16:40	0:00:34	0:00:32	0:10:02	0:11:08
F24165279	20	15408 SOUTHERN BLVD PBC	08/24/2024	17:53:03	17:53:13	17:53:20	17:54:02	17:57:36	18:00:15	0:00:17	0:00:42	0:03:34	0:04:33
F24165984	21	OKEECHOBEE BLVD/C RD	08/25/2024	21:21:01	21:23:38	21:23:44	21:24:31	21:27:52	21:57:26	0:02:43	0:00:47	0:03:21	0:06:51
F24167220	20	15625 SOUTHERN BLVD LOX	08/27/2024	15:54:36	15:55:19	15:55:29	15:56:03	16:00:09	16:34:49	0:00:53	0:00:34	0:04:06	0:05:33
F24167295	20	15689 SOUTHERN BLVD LOX	08/27/2024	17:41:43	17:42:04	17:42:16	17:43:27	17:46:37	18:16:53	0:00:33	0:01:11	0:03:10	0:04:54
F24167742	21	15911 44TH ST N LOX	08/28/2024		12:34:10	12:34:17	12:35:09	12:46:32	13:12:11	0:00:32	0:00:52	0:11:23	0:12:47
F24167924	20	SOUTHERN BLVD/BINKS FOREST DR	08/28/2024		17:39:31	17:39:53	17:40:36	17:44:54	17:57:55	0:00:47	0:00:43	0:04:18	0:05:48
F24169351	21	14555 SOUTHERN BLVD LOX	08/30/2024		21:40:21	21:40:30	21:41:09	21:44:21	21:56:47	0:00:34	0:00:39	0:03:12	0:04:25
F24169533	20	BINKS FOREST DR/SOUTHERN BLVD	08/31/2024		09:04:17	09:04:39	09:05:16	09:09:04	09:31:13	0:00:47	0:00:37	0:03:48	0:05:12
F24169731	20	15475 SOUTHERN BLVD LOX	08/31/2024	14:47:43	14:48:05	14:48:12	14:49:00	14:52:16	15:25:43	0:00:29	0:00:48	0:03:16	0:04:33
F24169896	21	13015 COMPTON RD LOX	08/31/2024	19:26:32	19:27:05	19:27:13	19:27:18	19:33:14	20:01:25	0:00:41	0:00:05	0:05:56	0:06:42

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24170119	20	15589 SOUTHERN BLVD LOX	09/01/2024		06:13:36	06:13:44	06:15:21	06:19:45	06:56:06	0:00:33	0:01:37	0:04:24	0:06:34
F24174175	21	D RD/SOUTHERN BLVD	09/07/2024	07:43:18	07:43:31	07:43:41	07:44:12	07:51:00	09:05:21	0:00:23	0:00:31	0:06:48	0:07:42
F24174490	20	SOUTHERN BLVD/B RD	09/07/2024	16:32:18	16:32:51	16:33:03	16:33:19	16:35:00	16:44:18	0:00:45	0:00:16	0:01:41	0:02:42
F24174670	21	3684 A RD LOX	09/07/2024		22:08:48	22:08:53	22:10:05	22:20:34	23:11:03	0:00:30	0:01:12	0:10:29	0:12:11
F24175170	21	SOUTHERN BLVD/E RD	09/08/2024		18:27:02	18:27:12	18:27:47	18:35:16	18:38:13	0:00:35	0:00:35	0:07:29	0:08:39
F24175187	21	14199 TANGERINE DR LOX	09/08/2024		18:57:46	18:57:58	18:58:33	19:06:12	19:31:37	0:00:37	0:00:35	0:07:39	0:08:51
F24175347	21	D RD/SOUTHERN BLVD	09/08/2024		23:56:35	23:56:49	23:57:30	00:05:05	00:10:09	0:00:39	0:00:41	0:07:35	0:08:55
F24176638	21	1319 D RD LOX	09/10/2024	21:34:34	21:34:54	21:35:02	21:35:34	21:40:21	22:06:31	0:00:28	0:00:32	0:04:47	0:05:47
F24178700	21	14587 SOUTHERN BLVD LOX	09/13/2024	15:55:03	15:55:44	15:55:56	15:56:06	16:01:05	16:20:52	0:00:53	0:00:10	0:04:59	0:06:02
F24178922	21	14565 SOUTHERN BLVD LOX	09/13/2024	22:05:10	22:05:55	22:06:06	22:06:59	22:17:22	22:51:04	0:00:56	0:00:53	0:10:23	0:12:12
F24179012	21	2667 E RD LOX	09/14/2024	02:17:08	02:18:30	02:18:38	02:19:55	02:28:04	02:59:41	0:01:30	0:01:17	0:08:09	0:10:56
F24179144	20	15625 SOUTHERN BLVD LOX	09/14/2024	10:02:56	10:03:12	10:03:25	10:04:02	10:09:13	10:25:53	0:00:29	0:00:37	0:05:11	0:06:17
F24179483	21	979 FOLSOM RD LOX	09/14/2024	19:35:51	19:36:27	19:36:35	19:37:15	19:41:50	20:02:07	0:00:44	0:00:40	0:04:35	0:05:59
F24179504	21	LOXAHATCHEE AVE/SOUTHERN BLVD	09/14/2024	20:28:04	20:28:13	20:28:27	20:29:08	20:36:06	21:12:21	0:00:23	0:00:41	0:06:58	0:08:02
F24180113	21	1982 E RD LOX	09/15/2024	19:10:39	19:10:51	19:10:56	19:11:22	19:14:24	19:38:44	0:00:17	0:00:26	0:03:02	0:03:45
F24180244	21	12720 NORTH RD LOX	09/16/2024	01:10:29	01:11:19	01:11:28	01:12:58	01:22:06	01:46:45	0:00:59	0:01:30	0:09:08	0:11:37
F24181275	20	15689 SOUTHERN BLVD LOX	09/17/2024	14:44:28	14:44:52	14:45:05	14:45:57	14:49:39	15:27:23	0:00:37	0:00:52	0:03:42	0:05:11
F24181642	21	14611 SOUTHERN BLVD PBC	09/18/2024	07:08:21	07:09:19	07:09:32	07:10:00	07:17:21	07:28:38	0:01:11	0:00:28	0:07:21	0:09:00
F24182342	20	16338 SOUTHERN BLVD PBC	09/19/2024	07:32:51	07:33:24	07:33:38	07:34:22	07:43:05	08:24:15	0:00:47	0:00:44	0:08:43	0:10:14
F24184894	21	4274 160TH AVE N LOX	09/22/2024	18:46:27	18:47:03	18:47:16	18:47:57	18:57:28	19:39:57	0:00:49	0:00:41	0:09:31	0:11:01
F24185732	21	13559 24TH CT N LOX	09/23/2024		21:36:30	21:36:35	21:37:27	21:42:42	22:10:03	0:00:30	0:00:52	0:05:15	0:06:37
F24186693	20	670 B RD LOX	09/25/2024	10:09:12	10:09:50	10:09:56	10:10:45	10:16:34	10:27:49	0:00:44	0:00:49	0:05:49	0:07:22

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24186997	20	15673 SOUTHERN BLVD LOX	09/25/2024	16:55:20	16:55:44	16:55:55	16:56:45	17:00:33	17:25:53	0:00:35	0:00:50	0:03:48	0:05:13
F24187103	21	13209 24TH CT N LOX	09/25/2024	19:57:32	19:57:53	19:57:59	19:58:32	20:06:59	20:45:10	0:00:27	0:00:33	0:08:27	0:09:27
F24187155	20	15689 SOUTHERN BLVD LOX	09/25/2024		21:42:32	21:42:38	21:43:52	21:48:55	22:00:02	0:00:31	0:01:14	0:05:03	0:06:48
F24188598	21	C RD/OKEECHOBEE BLVD	09/27/2024	23:03:15	23:03:27	23:03:33	23:04:21	23:08:38	23:25:08	0:00:18	0:00:48	0:04:17	0:05:23
F24188607	21	40TH ST N/C RD	09/27/2024	23:26:03	23:26:15	23:26:36	23:26:46	23:36:56	00:18:42	0:00:33	0:00:10	0:10:10	0:10:53
F24189324	21	SOUTHERN BLVD/D RD	09/29/2024		01:44:40	01:44:48	01:46:34	01:54:06	02:27:02	0:00:33	0:01:46	0:07:32	0:09:51
F24189491	21	2379 B RD LOX	09/29/2024	09:59:24	09:59:59	10:00:16	10:01:14	10:07:49	10:52:21	0:00:52	0:00:58	0:06:35	0:08:25
F24189608	21	14444 OKEECHOBEE BLVD LOX	09/29/2024		13:22:31	13:22:38	13:22:48	13:27:18	14:01:34	0:00:32	0:00:10	0:04:30	0:05:12
F24189875	21	14745 SOUTHERN BLVD LOX	09/29/2024		21:03:13	21:03:19	21:03:57	21:11:55	21:21:08	0:00:31	0:00:38	0:07:58	0:09:07
Average Response Times:										0:00:43	0:00:47	0:06:14	0:07:44

Non Emergency Calls:

F24131331	21	14444 OKEECHOBEE BLVD LOX	07/04/2024		11:47:12	11:47:20	11:48:15	11:50:30	11:51:46	0:00:33	0:00:55	0:02:15	0:03:43
F24131335	21	14444 OKEECHOBEE BLVD LOX	07/04/2024		11:55:25	11:55:32	11:56:10	11:56:45	11:57:27	0:00:32	0:00:38	0:00:35	0:01:45
F24133658	21	15301 SAN DIEGO DR LOX	07/07/2024		20:24:00	20:24:07	20:24:47	20:32:02	20:39:08	0:00:32	0:00:40	0:07:15	0:08:27
F24139752	21	1814 A RD LOX	07/16/2024	23:07:58	23:08:51	23:08:56	23:09:53	23:26:14	23:29:30	0:00:58	0:00:57	0:16:21	0:18:16
F24141808	21	14663 SOUTHERN BLVD PBC	07/20/2024		02:01:12	02:01:26	02:02:38	02:11:39	02:19:05	0:00:39	0:01:12	0:09:01	0:10:52
F24149255	21	3345 B RD LOX	07/31/2024		16:05:01	16:05:07	16:05:34	16:13:30	17:05:59	0:00:31	0:00:27	0:07:56	0:08:54
F24150409	21	13101 COLLECTING CANAL RD LOX	08/02/2024	12:00:25	12:00:50	12:01:06	12:01:55	12:10:14	12:42:00	0:00:41	0:00:49	0:08:19	0:09:49
F24152531	21	14444 OKEECHOBEE BLVD LOX	08/05/2024		15:24:09	15:24:19	15:24:57	15:27:45	15:28:56	0:00:35	0:00:38	0:02:48	0:04:01

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24152675	20	15389 SOUTHERN BLVD LOX	08/05/2024		20:20:55	20:21:01	20:21:33	20:30:59	20:32:02	0:00:31	0:00:32	0:09:26	0:10:29
F24153175	21	850 D RD LOX	08/06/2024	13:53:37	13:54:36	13:54:46	13:55:31	14:00:39	15:08:50	0:01:09	0:00:45	0:05:08	0:07:02
F24155269	21	12870 COMPTON RD LOX	08/09/2024		13:06:49	13:07:13	13:07:48	13:14:00	13:19:05	0:00:49	0:00:35	0:06:12	0:07:36
F24159353	21	12872 CASEY RD LOX	08/15/2024	15:06:17	15:07:10	15:07:18	15:08:01	15:22:22	15:30:49	0:01:01	0:00:43	0:14:21	0:16:05
F24166309	21	2380 C RD LOX	08/26/2024		11:04:17	11:04:23	11:05:34	11:11:52	11:41:02	0:00:31	0:01:11	0:06:18	0:08:00
F24172299	21	21ST RD N/D RD	09/04/2024		12:27:46	12:27:57	12:28:37	12:32:30	13:26:06	0:00:36	0:00:40	0:03:53	0:05:09
F24172863	21	13300 6TH CT N LOX	09/05/2024		10:22:36	10:22:45	10:24:04	10:39:37	10:42:50	0:00:34	0:01:19	0:15:33	0:17:26
F24175806	21	13475 SOUTHERN BLVD LOX	09/09/2024		16:31:05	16:31:23	16:32:21	16:45:29	16:53:48	0:00:43	0:00:58	0:13:08	0:14:49
F24177178	21	13475 SOUTHERN BLVD LOX	09/11/2024		16:01:51	16:02:00	16:02:27	16:35:28	16:35:30	0:00:34	0:00:27	0:33:01	0:34:02
F24179978	21	1462 F RD LOX	09/15/2024	14:51:17	14:51:42	14:51:49	14:52:16	15:01:08	15:08:05	0:00:32	0:00:27	0:08:52	0:09:51
F24180535	21	14444 OKEECHOBEE BLVD LOX	09/16/2024		13:16:09	13:16:23	13:17:05	13:19:35	13:30:41	0:00:39	0:00:42	0:02:30	0:03:51
F24186813	21	C RD/22ND RD N	09/25/2024		12:27:43	12:27:49	12:28:35	12:32:58	13:08:57	0:00:31	0:00:46	0:04:23	0:05:40
F24187390	21	F RD/OKEECHOBEE BLVD	09/26/2024	09:09:41	09:10:00	09:10:09	09:11:14	09:15:12	09:50:22	0:00:28	0:01:05	0:03:58	0:05:31
F24187459	20	15589 SOUTHERN BLVD LOX	09/26/2024		10:44:40	10:44:51	10:45:29	10:49:50	10:56:40	0:00:36	0:00:38	0:04:21	0:05:35
F24188973	21	394 TANGERINE DR LOX	09/28/2024		14:34:30	14:34:37	14:35:20	14:43:57	14:53:06	0:00:32	0:00:43	0:08:37	0:09:52
F24189014	21	2141 B RD LOX	09/28/2024		15:44:29	15:44:37	15:45:20	15:50:16	15:56:08	0:00:33	0:00:43	0:04:56	0:06:12
F24190647	21	FOLSOM RD/OKEECHOBEE BLVD	09/30/2024	23:44:14	23:44:38	23:44:45	23:45:35	23:50:12	00:03:13	0:00:31	0:00:50	0:04:37	0:05:58
Corrupt Data:													
F24133111	20	SOUTHERN BLVD/BINKS FOREST DR	07/07/2024		00:17:13	00:17:22	00:18:34		00:23:33	Empty Time Fields			
F24152962	21	13300 6TH CT N LOX	08/06/2024	09:23:17	09:24:06	09:24:12	09:24:45		09:27:04	Empty Time Fields			
F24162538	21	40TH ST N/D RD	08/20/2024	17:12:07	17:12:28	17:13:09	17:13:43		17:16:17	Empty Time Fields			
F24170112	21	14199 TANGERINE DR LOX	09/01/2024	05:55:49	05:56:33	05:56:42	05:58:08		06:00:13	Empty Time Fields			

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10/23/2024

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20240701 to 20240930

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F24173893	21	14200 OKEECHOBEE BLVD LOX	09/06/2024		18:17:23	18:17:25		18:17:25	18:17:46	Empty Time Fields			
F24182842	21	14200 OKEECHOBEE BLVD LOX	09/19/2024		18:27:06	18:27:35		18:27:35	18:27:42	Empty Time Fields			
F24130120	20	15339 SOUTHERN BLVD LOX	07/02/2024		15:45:19	15:45:26	15:46:19		15:47:58	Empty Time Fields			
F24154687	21	13300 6TH CT N LOX	08/08/2024		16:21:57	16:22:05	16:22:25		16:29:16	Empty Time Fields			
F24166310	21	OKEECHOBEE BLVD/LAKESIDE DR	08/26/2024	11:04:35	11:05:26					Empty Time Fields			
F24178492	21	13265 OKEECHOBEE BLVD LOX	09/13/2024		11:24:23	11:24:30	11:25:40		11:26:14	Empty Time Fields			
F24180695	21	14200 OKEECHOBEE BLVD LOX	09/16/2024		17:13:29	17:13:31		17:13:31	18:20:19	Empty Time Fields			

Total number of Events: 154

*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



PBSO District 17

The Town of Loxahatchee Groves

Quarterly Report: July - September 2024

Calls for Service	Quarterly
Business / Residence Checks (Self-Initiated)	2,532
Traffic Stops (Self-Initiated)	400
Calls for Service (Excluding 1050's & 1061's)	686
All CAD Calls - Total	3,618

Traffic Summary	Quarterly
Written Warnings	265
Verbal Warnings	297
Citations	438
Total	1,000

Data Source: Motorola Premier 1 / TraCS
*Omit Miscellaneous Calls

Summary: During the months of July to September, there were **3,618** generated calls within the district and **81%** of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	1
Sexual Assault	0
Shooting	0
Stabbing	0
Burglary Business	0
Burglary Construction	1
Burglary Residential	0
Burglary Vehicle	3
Larceny	5
Stolen Vehicles	2
Stolen Vehicle Recoveries	1
Vandalism	0
Fire (Arson only)	0
Total	13

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.

Robbery:

Item 3.

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NOTATION
24102261	9/25/2024	9/25/2024 21:23	9/25/2024 0:00	(2) WM's approached the victim, one of whom had a gun and stole his backpack that had \$300 in cash and a cell phone. Possible CCTV. TOT Robbery.

Burglary Construction:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NOTATION
24078651	7/8/2024	7/7/2024 14:12	7/7/2024 15:12	Equipment stolen from several storage containers. Thieves used a saw to cut through all the containers and locks. CCTV captured a suspect white cargo van enter and leave the property during the times of the theft. Latents taken.

Burglary Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NOTATION
24083403	7/24/2024	7/24/2024 13:00	7/24/2024 13:55	2022 Mazda CX-9: Gun and credit cards taken from the unlocked SUV. Complainant observed a silver two door car near her car. Fraudulent charge was made at Target located in Lake Park.
24093419	8/27/2024	8/27/24 14:00	8/27/24 18:00	2024 White Genesis: Wallet taken from an unlocked vehicle. Fraudulent transactions made with the complainant's credit cards. Update 9/10: complainant suspects that another employee is responsible.
24095761	9/4/2024	8/27/24 8:00	8/27/24 12:00	The investigation into a burglary (reference case 24093419) revealed that credit cards were taken from a second vehicle. Fraudulent charges were made at WAWA. Gas station CCTV captured a male matching suspect description.

Larceny:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NOTATION
24080543	7/14/2024	7/7/2024 12:00	7/7/2024 12:00	Delayed report. Unknown persons stole approximately thirty medium sized chickens from complainant's chicken coop. No CCTV.
24083703	7/25/2024	7/5/2024 0:00	7/25/2024 12:00	Theft of a garbage can and a recycle bin. Complainant doesn't know when the items were taken because he had not been on the property in almost a month. NO CCTV/Witnesses.
24090827	8/19/2024	8/12/2024 12:30	8/12/2024 12:30	Delayed report. Merchandise stolen from store. No CCTV.
24092140	8/23/2024	07/03/24 09:45	07/05/24 09:45	Cell phone found to be missing during inventory. No CCTV.
24095663	9/4/2024	9/4/24 9:20	9/4/24 11:00	Electric scooter taken from the parking lot, no CCTV.

Stolen Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NOTATION
24081496	7/17/2024	7/17/2024 0:30	7/17/2024 14:30	2021 Black Zhejiang Riya Motorcycle FL #MWZT56: Taken from complainant's residence. No CCTV. Entered into teletype.
24095585	9/4/2024	9/03/2024 21:30	9/4/2024 7:00	2020 Gray Dodge RAM FL #64EESM: Taken from driveway. Vehicle was left unlocked, but victim has the keys.

Stolen Vehicle Recovery:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NOTATION
20240081 5285	8/7/2024			2016 Kubota (no tag): Reported stolen from a construction site at Jupiter Farms on 8/11/2024 (ref. CN 21-094937). Located in parking lot of business. Had some dents and scratches. Towed by Sisters.



15845 Southern Boulevard, Loxahatchee, FL 33470
All CAD Incidents (excluding 10-61s)

Data Source: Motorola Premier 1

Incident Type	Incident Count
911 Hang-up	4
Alarm Government	3
Alarm Hold Up/Panic	1
Burglary Construction	1
Motor Vehicle Crash	1
Theft/Larceny	1
Unwanted Guest	1
Vehicle Stop	1
Total	13

There were (3) cases for the months of July-September 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	10
Alarm Hold Up/Panic	2
Alarm Misc/Municipality	2
Assault	1
Assault Just Occurred	1
Burglary Vehicle	1
Disturbance	1
Disturbance In Progress	3
Domestic	1
Drunk Driver	1
Information	1
Motor Vehicle Crash	2
Police Service Call	6
Prisoner Transport	1
Robbery Person Armed	1
Serving Civil Process	1
Special Detail	1
Suspicious Incident	2
Suspicious Person	3
Suspicious Vehicle	2
Theft/Larceny	2
Trespassing	1
Unwanted Guest	1
Welfare Check	1
Total	48

There were (11) cases for the months of July-September 2024.

Publix Plaza Incidents Map



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: SEPTEMBER 18, 2024

SUBJECT: QUARTERLY REPORT – JUNE TO SEPTEMBER

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. A Planning and Zoning Board meeting was held and the applications was recommended for denial. The applicant is revising the proposed plans and seeks a future public hearing before the Planning and Zoning Board and Town Council.

- 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:
- Not applicable at this time.
- D. Town Initiated Items:** The following Town-initiated items were drafted and reviewed by the Town Council:
- Debris management ordinance – An ordinance to amend the definition of Essential Services to reflect Debris Management as an Essential Service and to allow the use by Special Exception in the RR-5 zoning district. This ordinance failed due to concerns regarding impacts to the Town and maintenance of potential sites.
 - RV ordinance – An ordinance to amend the existing RV ordinance(s) to reflect current Town needs and known challenges. This ordinance passed and is effective October 1, 2024.
- E. Permitting:** Continued coordination with the Building Department to establish an efficient permit review process and integrate zoning review with the FDA process. Continue to provide building permit review staffing.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



MEMO

TO: TOWN COUNCIL

FROM: JIM FLEISCHMANN, TOWN PLANNER

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

DATE: TUESDAY, NOVEMBER 12, 2024

SUBJECT: QUARTERLY REPORT – JUNE TO SEPTEMBER

A. Planner on Call Telephone and Email Responses: 73 Phone and/or email responses to Owners (16), Potential Buyers, (10), Agents/Consultants (35). And Government (10)

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: 12: Clearing Exemption – **5**; Clearing Waiver – **3** Clearing Exemption and Waiver – **0**; Lot Combination/Split – **1** Address Assignment – **1**; Zoning Confirmation Response – **2** Administrative Site Plan approval – **0**; Sign Permit – **0**.

C. Cost Recovery Vegetation Removal Permits: GTC Solar Sports Phase III; 15211 Okeechobee Blvd.; 15171 Williams Drive; 3255 E Road..

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: **33.0 hours** (\$125/hr.).

E. ULDC Update/Révision: Article 87 (Végétation Removal) : **30.25 hours** (\$125/hr.)

F. EAR-Based Comp Plan Amendments: 10.0 hours (\$125/hr.)

G. **Private Sector Cost Recovery Projects** \$150/hr.): GTC Solar Sports Phase III VRP; GTC Hotel/Town Center; Autozone Landscape Inspection; Paddock Park RV Resort; Brightview Applications; GTC Pod B Restaurant..

H. **Subcontractor Payments:** Palm Beach Maps and Graphs, per Manager request; and Ecotone Services (Arborist Services for Code Cases and Site Inspections (\$4,650.00)

**TORCIVIA, DONLON,
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Daniel Harrell, Of Counsel

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

October 15, 2024

VIA ELECTRONIC MAIL ONLY

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

RE: Quarterly Report 2023-2024 Q4

Dear Town Council:

In the 2023-2024 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 563 hours of legal work to the Town, generally comprised of the activities below.

- Attended:
 - 4 Town Council meetings
 - 5 Advisory Board meetings
 - 3 Code Enforcement Special Magistrate Hearings
 - 30 Meetings with Council Members, staff, and residents
- Drafted/Reviewed for legal sufficiency, approximately:
 - 26 Resolutions
 - 23 Ordinances
 - 30 Agenda Items/Supplemental staff reports
 - 14 Contracts
 - 8 Code Enforcement cases (including appeals, lien searches and releases)
 - 20 Development matters (including pre-application matters)
 - 14 Policies
 - 10 Application and permit related forms

October 15, 2024

Page 2

- 1 Training presentation
 - 1 General Release
 - 2 Easements
 - 1 Restrictive Covenant form
- Counseled regarding:
 - Ethics matters, personnel matters, social media, millage and assessments, quasi-judicial proceedings, Inspector General matters, tourist development taxes, business tax receipts, public records requests, permits, financial disclosure, annexation, special acts, right-of-way footprint, code enforcement, 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, NOVEMBER 12, 2024

SUBJECT: QUARTERLY REPORT – JUNE TO SEPTEMBER

As we conclude this quarter, the Town Clerk's Office takes this opportunity to reflect on significant progress and accomplishments while preparing for the upcoming fiscal year. We are pleased to announce the recent hiring of a new Town Clerk Assistant, which will enhance our team's capacity to serve the community effectively. This addition is vital as we navigate the demands of our responsibilities and strive to optimize our operations.

A primary focus this quarter has been the resolution of the backlog concerning Town Council meeting transcriptions for the year 2024. To effectively address this challenge, we have engaged the services of City Clerk Associates, who will assist in the accurate documentation and transcription of all meeting minutes. Their expertise will ensure that our records are both timely and precise, reinforcing our commitment to transparency and accountability in municipal governance.

As we enter the next fiscal year, our attention is directed toward the forthcoming election period, which is set to commence in November. The Town Clerk's Office is dedicated to facilitating a seamless electoral process, ensuring that all necessary resources and information are readily accessible to residents. Our team is actively preparing for this significant event, reaffirming our mission to uphold the integrity and transparency of the electoral process.

Priorities for the Upcoming Quarter:

- **The Election:** Preparation for the upcoming election period in November, ensuring that all resources and information are available for residents.
- **The Website:** Enhancement of the Town's website 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.

In addition, we have successfully uploaded all backlogged Town Council meeting minutes from 2023. Many of these minutes required revisions for completeness or had to be re-uploaded due to missing critical information. This effort underscores our dedication to maintaining accurate public records, ensuring that our community has access to essential information regarding Council proceedings.

In pursuit of operational efficiency, we have undertaken the revision of 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.

Furthermore, the Town Clerk has assumed event coordination responsibilities for Florida Government Week, ensuring the effective organization and execution of this important initiative. Additionally, we have produced the Legislative Calendar and compiled a consolidated list of annual agenda items, encompassing ordinances, proclamations, resolutions, contracts, and more. These efforts will enhance our planning and communication, facilitating a clearer understanding of upcoming legislative priorities for both the Town Council and the public.

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.

Looking ahead, we are enthusiastic about the 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. We believe that investing in this system will significantly improve our ability to manage records and respond promptly to public records requests.

Moreover, the Town Clerk's Office remains committed to enhancing our services, promoting transparency, and ensuring that our operations are accessible to the public. As we advance into the next quarter and prepare for the upcoming election, we extend our gratitude for the continued support of our community and look forward to achieving our 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

FROM: VALERIE OAKES, CMC, TOWN CLERK

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

DATE: NOVEMBER 12, 2024

SUBJECT: PROCLAMATION – PROCLAIMING THE WEEK OF NOVEMBER 17-23, 2024, AS HUNGER AND HOMELESSNESS AWARENESS WEEK

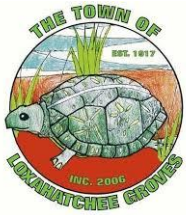
Background:

Hunger and Homelessness Awareness Week is an annual event sponsored by the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness. It aims to raise awareness about the root causes of hunger and homelessness while promoting compassion and engagement within communities.

In the Town of Loxahatchee Groves, hunger and homelessness remain critical issues. The Homeless Coalition of Palm Beach County and the United Way Hunger Relief Advisory Council play vital roles in addressing these challenges by providing essential resources, services, and advocacy for affected individuals and families in the region, including our Town.

Recommendation:

It is recommended that the Town Council adopt the proclamation for **Hunger and Homelessness Awareness Week**, formally designating November 17-23, 2024, as a week of awareness, action, and support for efforts to combat hunger and homelessness in the community.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, for over two decades, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week, a week dedicated to educating the public and promoting a deeper understanding of the root causes of hunger and homelessness; and

WHEREAS, hunger and homelessness continue to be a pressing issue in communities across the United States, affecting individuals and families, including vulnerable populations such as children, the elderly, veterans, and people with disabilities; and

WHEREAS, the Town of Loxahatchee Groves acknowledges the critical need to raise awareness, promote compassion, and foster local support to alleviate hunger and homelessness, emphasizing the importance of affordable housing, sustainable food programs, and adequate access to community services; and

WHEREAS, the Homeless Coalition of Palm Beach County and the United Way Hunger Relief Advisory Council are instrumental in providing resources, programs, and advocacy to combat hunger and homelessness in Palm Beach County, including the Town of Loxahatchee Groves; and

WHEREAS, many organizations, churches, and volunteers in our community are committed to serving individuals and families experiencing hunger and homelessness by providing vital services, shelter, food drives, outreach programs, and support resources; and

WHEREAS, during Hunger and Homelessness Awareness Week, we aim to highlight the importance of partnerships between government entities, non-profit organizations, and community volunteers in addressing these fundamental human needs; and

WHEREAS, the Town of Loxahatchee Groves supports and recognizes the collective efforts to end hunger and homelessness, urging all residents to join in these efforts by participating in events, supporting local service providers, and advocating for change;

NOW, THEREFORE, The Town Council of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby proclaim the week of November 17-23, 2024, as:

HUNGER AND HOMELESSNESS AWARENESS 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 12th day of November 2024.

Valerie Oakes, CMC, Town Clerk

Anita Kane, Mayor

Marg Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****TO: TOWN COUNCIL****FROM: VALERIE OAKES, CMC, TOWN CLERK****THROUGH: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER****DATE: NOVEMBER 12, 2024****SUBJECT: PROCLAMATION – PROCLAMATION RECOGNIZING NEIGHBORS HELPING NEIGHBORS INITIATIVE**

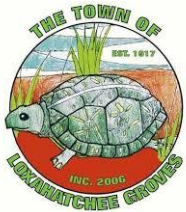
Background:

Jo Siciliano and Jessie Siciliano have been integral to the Town of Loxahatchee Groves' recovery efforts following the impact of Hurricane Milton and subsequent tornado activity. Through the Neighbors Helping Neighbors initiative, Jo and Jessie organized a comprehensive response to the extensive storm damage. They mobilized community volunteers, engaged local businesses, and collaborated with churches and organizations to provide immediate assistance to affected residents, ensuring efficient debris and vegetation cleanup across the town.

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

Recommendation:

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



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

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

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

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

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

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

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

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

NEIGHBORS HELPING NEIGHBORS INITIATIVE

*In the Town of Loxahatchee Grove,
Palm Beach County, Florida.*

IN WITNESS WHEREOF, *I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 12th day of November 2024.*

Valerie Oakes, CMC, Town Clerk

Anita Kane, Mayor

Marg Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Resolution No. 2024-77 Approving an Agreement with Kiel Tree Service, Inc.

Background: The public works department is actively removing trees that pose a potential risk to public safety, property and roadways. By entering a best interest agreement, the town will be able to secure the services of a licensed tree removal company that will ensure safety within the community and be cost effective by providing a transparent and competitive pricing structure that represents a fair value for the services rendered.

Recommendation: Move that Town Council adopt Resolution No. 2024-77 approving the Agreement with Kiel Tree Service, Inc.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-77

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH KIEL TREE SERVICE, INC. TO PROVIDE TREE REMOVAL SERVICES TO THE TOWN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of tree removal services throughout the Town; and

WHEREAS, on March 5, 2024, Town Council adopted Resolution No. 2024-11, approving the issuance of purchase orders to Kiel Tree Service, Inc. for certain tree removal services based on competitive quotes received; and

WHEREAS, the Town has been satisfied with the pricing and services provided by Kiel Tree Service, Inc. and would like to enter a multi-year contract; and

WHEREAS, given that the use and timing of the need for tree removal services is difficult to quantify, it is unlikely that a competitive selection process would provide the Town with better prices; and

WHEREAS, pursuant to Section 2-133(b)(12) 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 the Agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement for Goods and Services with Kiel Tree Service, Inc.

Resolution No. 2024-77

Section 3. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 12th DAY OF NOVEMBER, 2024.

ATTEST:

Town Clerk

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

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

AGREEMENT FOR GOODS AND SERVICES

THIS AGREEMENT is made this _____ day of _____, 2024 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 **Kiel Tree Service, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 13060 Bryan Road., Loxahatchee, Florida 33470.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide tree removal services;

WHEREAS, CONTRACTOR has been providing such goods and service to the Town at competitive pricing;

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 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 removal 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, including the type, location, size, and cost of removal of each tree to be removed 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.

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 shall extend until September 30, 2027, unless terminated earlier, as provided below.

3.5 This Agreement may be renewed by written agreement of the parties for two (2) additional one (1) year periods. The Town Manager is authorized to renew the Agreement on behalf of the Town upon 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 is two hundred thousand dollars (\$200,000.00), 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 authorization amounts are intended to be not to exceed amounts for the total amount of any approved work order including any amendments thereto and do not apply to work orders and amendments separately.

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 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 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 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:

Kiel Tree Service, Inc.
13060 Bryan Road
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 Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

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 As provided in F.S. 287.135, by entering into this Agreement, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder have not been placed on the Scrutinized Companies that Boycott Israel List and are not on participating in a boycott of Israel.

32.2 Should this Agreement be for goods and services in the amount of \$1 million or more, CONTRACTOR certifies that the CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that do not have business operations in Cuba or Syria.

32.3 Pursuant to section 287.135, Florida Statutes, TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel or are placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or have business operations in Cuba or Syria during the term of this Agreement. The CONTRACTOR shall promptly notify the TOWN of any change in this certification.

33. E-VERIFY

33.1 Pursuant to Section 448.095(2), 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" as defined in Section 448.095(1)(k), Florida Statutes;
- 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 Section 448.095, Florida Statutes;

- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(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. 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:

**KIEL TREE SERVICE, INC., a corporation
authorized to do business in the State of
Florida**

[Corporate Seal]

By: _____
Print Name: Brandon Kiel
Title: President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by Brandon Kiel, as President, of Kiel Tree Service, 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 Kiel Tree Service, Inc., to the same.

Notary Public

Print Name: _____
My commission expires: _____

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 this Work Order and Agreement. The Contractor warrants that all goods supplied under this Work Order 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

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: NOVEMBER 12, 2024****SUBJECT: RESOLUTION NO. 2024-79 - IN SUPPORT OF A COLLABORATIVE PROCESS FOR DEVELOPING AND CREATING A COUNTYWIDE TRANSPORTATION PLAN**

Background:

The Palm Beach County City Manager's Association (PBCCMA) has drafted a Scope of Services for a Countywide Transportation Planning effort. This countywide project proposes that the Intergovernmental Coordination Program (ICP), which all cities, the county, and several special districts are party to, provides the framework for a coordinated planning process.

- The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC), on which I serve, met on November 24th to refine the scope for the Request for Proposals (RFP) to be issued by Palm Beach County. MICFEC is proposed to serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan.
- The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) is proposed by adding municipal and County Engineers, Public Works, IT, and others deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC).

Recommendation:

Staff recommends approval of *Resolution No. 2024-79*.

RESOLUTION NO. 2024-79

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the movement of people, goods, and services in, around, and throughout Palm Beach County relies on an interconnected transportation network and related transportation services; and

WHEREAS, the transportation network and services are the responsibility of multiple jurisdictions and governmental agencies, including FDOT, Palm Beach County, municipalities, and various taxing districts and authorities; and

WHEREAS, citizens are focused on reaching their destinations and are generally unaware of jurisdictional boundaries, ownership responsibilities, and funding sources for these transportation networks and services; and

WHEREAS, the quality, manner, and time required for people, goods, and services to move within the county have tremendous impacts on every aspect of life in Palm Beach County; and

WHEREAS, recent population growth has consistently outpaced the existing transportation network's capabilities, creating traffic jams, longer travel times, safety issues, additional expenses, and frustration; and

WHEREAS, population growth is expected to continue increasing due to the desirability and quality of life in South Florida and Palm Beach County; and

WHEREAS, a Countywide Transportation Plan is necessary to effectively address the issues involved with the current and future transportation network and services; and

WHEREAS, the Board of County Commissioners, the Town of Loxahatchee Groves, other municipalities, and taxing districts recognize that collaboration is essential for the benefit of all citizens; and

WHEREAS, developing a collaborative and comprehensive Countywide Transportation Plan requires engaging a consulting firm with national or international experience and capabilities; and

WHEREAS, the Intergovernmental Coordination Program (ICP) is the entity through which cities and the County are officially connected to address countywide issues; and

WHEREAS, the ICP is identified in the County and cities' Comprehensive Plan Intergovernmental Coordination Elements (ICE), with membership memorialized through interlocal agreements; and

WHEREAS, the ICP membership includes taxing authorities and districts responsible for building and maintaining transportation infrastructure; and

WHEREAS, the ICP can provide unified, trusted, and collaborative outcomes rather than results biased toward any particular party; and

WHEREAS, the ICP requires full support from members at both the policy level (elected officials) and staff levels to ensure the process's success; and

WHEREAS, the Town Council finds that joining with fellow municipalities, Palm Beach County, and other local governments in a collaborative process to develop a true Countywide Transportation Plan is in the best interests of the Town of Loxahatchee Groves and serves a valid public purpose.

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

SECTION 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Town Council.

SECTION 2. The Town Council supports the following steps as necessary for achieving a Countywide Transportation Plan:

1. The crafting of a Scope of Services by the Palm Beach County City Manager's Association (PBCCMA) through an internal process, with the final version distributed to the County and the municipalities.
2. The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan, providing policy-level activities, public meetings, direction to IPARC 2.0, and recommendations to the County, municipalities, and other governing bodies.
3. The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC), including municipal and County Engineers, Public Works, IT, TPA,

FDOT, Tri-Rail, Palm Tran, and others as deemed appropriate by MICFEC, to serve as the Technical Advisory Committee (TAC). This committee will provide subject matter expertise and input to the Consulting Firm and MICFEC.

- 4. The coordination and processing of the contract with the selected Consulting Firm by the County government, which will be responsible for contract administration, compliance, and invoice processing and payments.

SECTION 3, Effective Date. This Resolution shall become effective immediately upon its adoption.

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



Office of the Mayor
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

October 15, 2023

The Honorable Anita Kane
Mayor, Town of Loxahatchee Groves
155 F Road
Loxahatchee, Florida 33470

Dear Mayor Kane:

Please find attached Village Resolution 2024-51 regarding the much-discussed countywide Transportation Plan. Unanimously approved by the Council at the October 11th meeting, the Resolution expresses support for a truly collaborative process. It accomplishes this by sanctioning the use of the **Intergovernmental Coordination Program's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC)** and an expanded **Intergovernmental Plan Amendment Review Committee (IPARC)**, now known as **IPARC 2.0**. The former will oversee the Consultants process and work product while the latter will provide technical assistance. Each municipality as well as the County and Special Taxing Districts are all a part of the **Intergovernmental Coordination Program** through existing Interlocal Agreements.

Review the Resolution and consider placing it on your agenda for your municipality to join efforts to address transportation in a structured, collaborative and positive way.

In Public Service,

A handwritten signature in blue ink, appearing to read "Bev Smith", with a long horizontal flourish extending to the right.

Bev Smith
Mayor

Attachment

ECC: Francine Ramaglia, Town Manager



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: Groves Town Center Pod B Phase III Specimen Tree Report

DATE: November 12, 2024

The owner of the property identified as Pod B (Ref: Attachment 1) within the Groves Town Center Multiple Land Use Planned Unit Development, Solar Sport Systems, Inc., has applied for approval of a Vegetation Removal Permit Applications (Pod B Phase III) to remove native trees on the property in preparation for development of Surface Water Management Tracts 6 and 7 and components of the Groves Town Center internal street system (Ref: Attachment 2).

The Application includes the proposed removal of native specimen trees. The Pod B Phase III Vegetation Removal Permit, including both specimen and non-specimen trees, is currently in process.

Per ULDC Section 87-035(C) (2) (i), specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To satisfy this requirement, the following data is taken from the native tree survey submitted as part of the Pod B Phase III Vegetation Removal Permit Application prepared by Scott Barber Designs, P.A.:

A. Native Specimen Trees Subject to the Vegetation Removal Permit

Total of 246, according to the following distribution by species: Slash Pine – 198; Laurel Oak – 22; Bald Cypress – 14; Dahood Holly – 10; and Live Oak – 2.

B. Native Specimen Trees to be Removed:

Total of 246 according to the following distribution by species: Slash Pine – 198; Laurel Oak – 22; Bald Cypress – 14; Dahood Holly – 10; and Live Oak – 2.

The proposed removal of specimen native trees is the result of the South Florida Water Management District Conceptual Master Infrastructure Permit No. 50-104052-P (Ref: Attachment 3, in part) and the Groves Town Center PUD Plat Amendment No. 1 which authorize the stormwater management system (SWM) and the internal street system for

the Groves Town Center Planned Unit Development. The SWM consists of catch basins and multiple dry and wet detention areas which are used to capture stormwater runoff and provide water quality treatment and attenuation for the entire 92 acre Planned Unit Development. Issuance of the permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code.

Attachment 2 depicts the location of that portion of the SWM and internal street system which are the subject of the Pod B Phase III Vegetation Removal Permit Application.

Tree Removal Mitigation Tables, a Mitigation Cost Estimate, and a Mitigation Plan will be incorporated within the associated Vegetation Removal Permit following Town Council consideration of the proposed Specimen Trees removal.

Mitigation for replanting in the amount of \$227,410 is required to compensate for the removal of Specimen Trees. A final Mitigation Plan, including compensation for both Specimen and Non-Specimen trees to be removed, will be incorporated within the Pod B Phase III Vegetation Removal Permit.

Respectfully submitted,

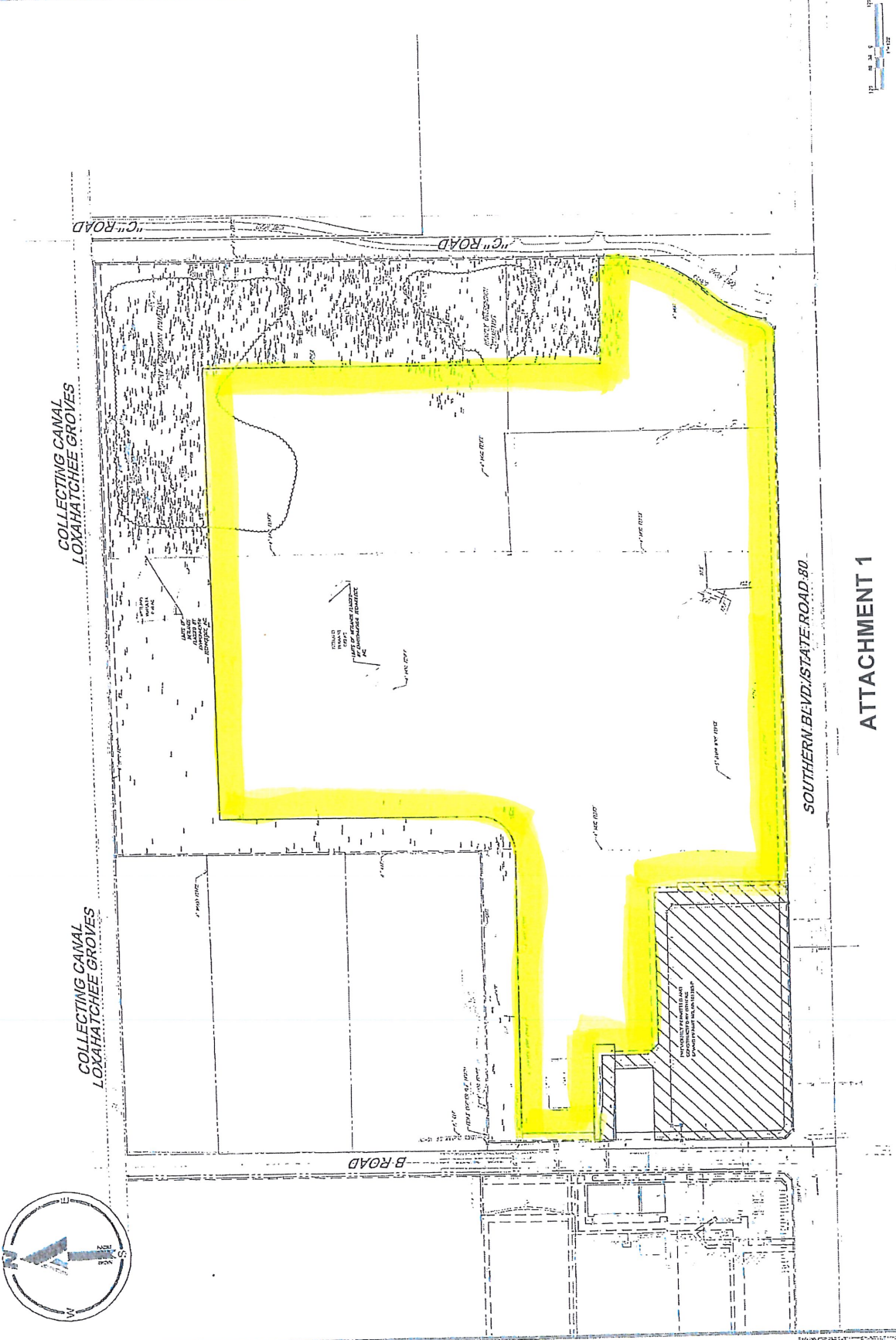


Jim Fleischmann
Town Planning Consultant

Attachments:

1. Groves Town Center Plat Pod B.
2. Pod B Phase III Floodplain Stormwater Management Areas and Streets.
3. South Florida Permit No. 50-104052-P (excerpt).

EXISTING CONDITION NOTES
1. ADDITIONAL TREE SURVEY INFORMATION FOR CHUTE IS BY PROVIDED BY THE
OWNER.



ATTACHMENT 1

Permit No. 50-104052-P

Exhibit No. 2.0

BOHLER

2110 N. GARDNER BLVD., SUITE 200
MADISON, AL 37053
TEL: 615.833.1111
WWW.BOHLEPER.COM

NO.	DATE	REVISIONS
1	01/15/2024	ISSUED FOR PERMIT SET
2	01/15/2024	REVISED PER SITE VISIT
3	01/15/2024	REVISED PER SITE VISIT
4	01/15/2024	REVISED PER SITE VISIT
5	01/15/2024	REVISED PER SITE VISIT
6	01/15/2024	REVISED PER SITE VISIT
7	01/15/2024	REVISED PER SITE VISIT
8	01/15/2024	REVISED PER SITE VISIT
9	01/15/2024	REVISED PER SITE VISIT
10	01/15/2024	REVISED PER SITE VISIT

SUNSHINE

11111 W. STATE ST. SUITE 100
TAMPA, FL 33607
TEL: 813.881.1111
WWW.SUNSHINEINC.COM

CONCEPTUAL EIP PERMIT SET

PROJECT: GROVES TOWN CENTER CENTER INFRASTRUCTURE

CLIENT: SCAI ENGINEERING, INC.

BOHLER

2110 N. GARDNER BLVD., SUITE 200
MADISON, AL 37053
TEL: 615.833.1111
WWW.BOHLEPER.COM

REGISTERED PROFESSIONAL ENGINEER
STATE OF ALABAMA
NO. 11000

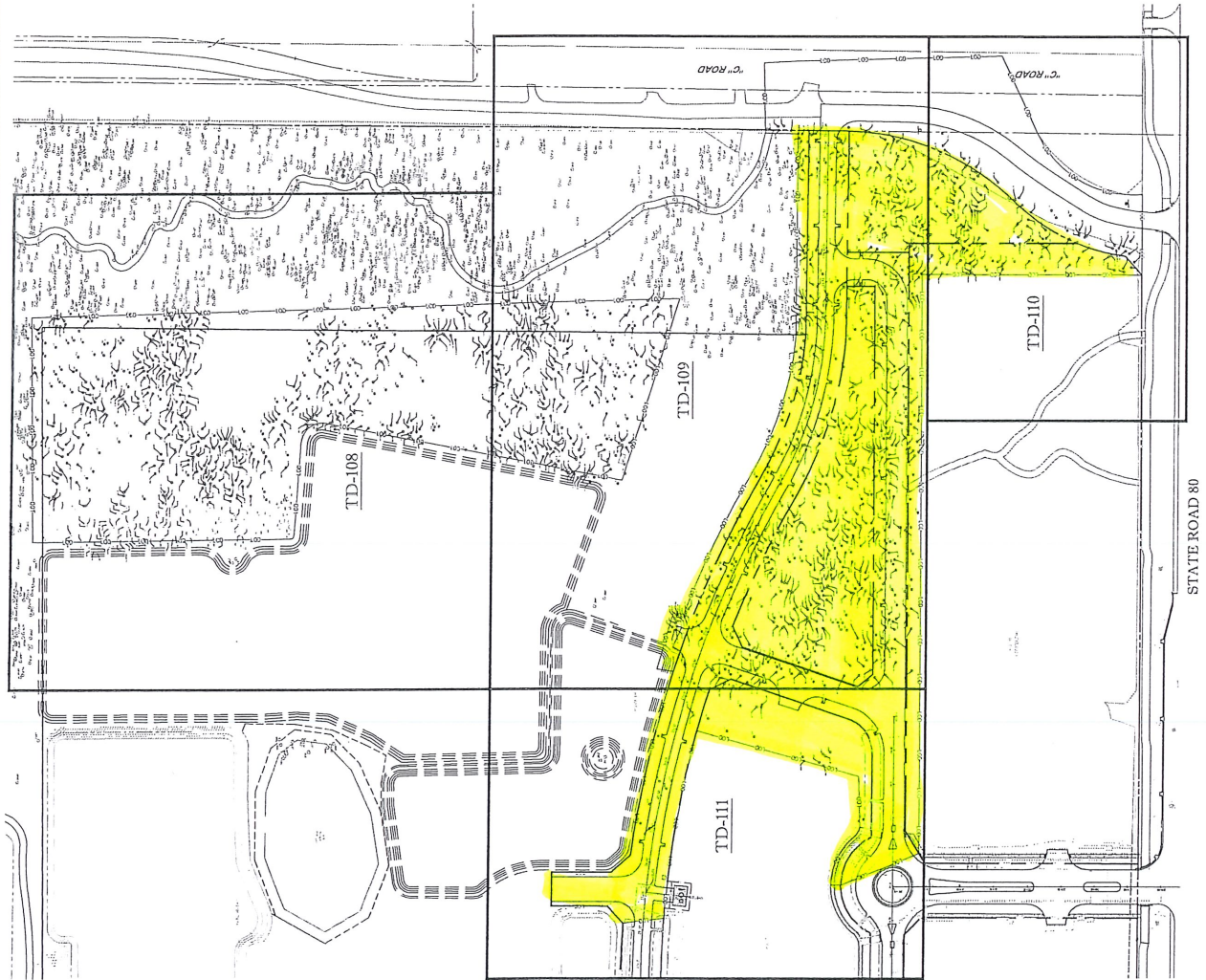


EXISTING CONDITIONS PLAN

C-202

Page 6 of 28

ATTACHMENT 2



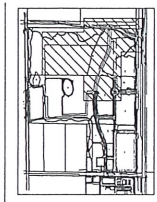
LEGEND:

- EXISTING TREE OR PALM TO REMAIN
- TREES AND PALMS TO BE REMOVED AND MITIGATED AS PART OF PHASE 2
- LIMITS OF PHASE 3 DISTURBANCE

TREE DISPOSITION NOTES:

1. 2 SPECIMEN LAUREL OAKS (60" DBH TOTAL WITH 32" DBH) WILL BE REMOVED.
2. 17 SPECIMEN LAUREL OAKS (54" DBH TOTAL WITH 8.17" DBH) WILL BE REMOVED.
3. 18 NON-SPECIMEN LAUREL OAKS (110" DBH WITH 7" - 12" DBH) WILL BE REMOVED.
4. 17 NON-SPECIMEN LAUREL OAKS (40" DBH WITH 7" - 8" DBH) WILL BE REMOVED.
5. 17 NON-SPECIMEN LAUREL OAKS (50" DBH WITH 7" - 8" DBH) WILL BE REMOVED.
6. 155 SPECIMEN PINES (332 DBH TOTAL WITH 14" DBH) WILL BE REMOVED.
7. 30 NON-SPECIMEN PINES (32" DBH WITH 7" - 12" DBH) WILL BE REMOVED.
8. 85 NON-SPECIMEN PINES (222" DBH WITH 7" - 8" DBH) WILL BE REMOVED.
9. 125 NON-SPECIMEN PINES (208" DBH WITH 7" - 8" DBH) WILL BE REMOVED.
10. 14 SPECIMEN CYPRESS (81" DBH WITH 12" DBH) WILL BE REMOVED.
11. 24 NON-SPECIMEN CYPRESS (80" DBH WITH 7" - 12" DBH) WILL BE REMOVED.
12. 34 NON-SPECIMEN CYPRESS (117" DBH WITH 7" - 8" DBH) WILL BE REMOVED.
13. 5 SPECIMEN SHONHOLLY (82" DBH & 4" DBH) WILL BE REMOVED.
14. 6 NON-SPECIMEN SHONHOLLY (10" DBH WITH 7" - 8" DBH) WILL BE REMOVED.
15. 8 SPECIMEN STRANGLER FIG (32" DBH) WILL BE REMOVED.
16. 2 NON-SPECIMEN STRANGLER FIG (17" DBH WITH 7" - 12" DBH) WILL BE REMOVED.
17. 8 NON-SPECIMEN STRANGLER FIGS WITH 7" - 8" DBH WILL BE REMOVED.
18. 8 NON-SPECIMEN STRANGLER FIGS WITH 7" - 8" DBH WILL BE REMOVED.
19. 144 DBH OAKS WILL BE REMOVED. 44 WILL BE PAID FOR BY THE TOWN TREE FUND (CODE SECTION 8-25.01) AT \$13.00 EACH.
20. 544 DBH PINES OF OAK, 200 DBH PINES OF PALM CYPRESS, AND 400 DBH PINES OF PINE (4.96 FT. x 4" DBH). THE BALANCE OF THE TOTAL DBH WILL BE REMOVED PERMIT FOR CALCULATIONS. (NO CODE SECTION REQUIRED). SEE TREE REMOVAL PERMIT FOR CALCULATIONS.
21. PROVIDE TREE PROTECTION BARRICADE, PER LOADMAN/DISE GROWER, AT ROOT ZONES FROM EXISTING, CLIPPING OR GRABBING ACTIVITIES NEAR THE LIMITS OF DISTURBANCE.

KEY MAP:



SCOTT BARBER DESIGNS P.A.
Landscape Architecture & Planning
1000 W. Pineapple Drive
Jensen Beach, FL 34957
Phone: 772-335-1122

Scott John Barber
2024.05.01
11:35:16 -04'00"

REV	DATE	BY	COMMENT

PERMIT DRAWINGS
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
DATE: [Redacted]
SCALE: AS SHOWN

PROJECT:
GROVES TOWN CENTER MASTER INFRASTRUCTURE
FIG. 100

SOLAR SPORTS SYSTEM, INC.
LOCATION: 10000 STATE ROAD 80, PALM BEACH COUNTY, FL 34957

SCALE: 1" = 10' - 0"

SHEET TITLE:
PHASE 3 - OVERALL TREE DISPOSITION PLAN

SHEET NUMBER:
TD-100

Item 8.

ATTACHMENT 3

Item 8.



South Florida Water Management District
Conceptual Permit No. 50-104052-P
Date Issued: December 23, 2020

Permittee: Solar Sportsystems, Inc.
Loxahatchee Equestrian Partners, LLC

Project: Master Infrastructure Southern & Binks - Conceptual

Application No. 200401-3144

Location: Palm Beach County, See Exhibit 1

Your application for a Conceptual Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Jesse Markle, P.E.
Bureau Chief, Environmental Resource Bureau

South Florida Water Management District
Conceptual Permit No. 50-104052-P

Date Issued: December 23, 2020 **Expiration Date:** December 23, 2040

Project Name: Master Infrastructure Southern & Binks - Conceptual

Permittees: Solar Sportsystems, Inc.
250 Delaware Avenue
Buffalo, NY 14202

Loxahatchee Equestrian Partners, LLC
250 Delaware Avenue
Buffalo, NY 14202

Operating Entity: Groves Town Center Master Association, Inc.
c/o Delaware North
250 Delaware Avenue
Buffalo, NY 14202

Location: Palm Beach County

Permit Acres: 91.82 acres

Project Land Use: Commercial

Special Drainage District: Loxahatchee Groves Water Control District

Water Body Classification: CLASS III

FDEP Water Body ID: 3245G1

Wetland and Surface Water Impacts: 0.08 acres

Sovereign Submerged Lands: No

Project Summary

This permit authorizes Conceptual Approval of a stormwater management (SWM) system serving 91.82 acres of mixed used commercial and residential development known as Master Infrastructure Southern and Binks - Conceptual

The proposed project consists of three main parcels: Parcel 1 (Pods A - D & H) and Parcel 2 including Pod E & F, which will be developed for commercial and retail use, and Parcel 3 with Pod G developed for assisted living facility or hotel. There are multiple roads from the associated pods that will be developed throughout the site and the Town Center Common Area. The SWM system consists of catch basins and multiple dry and wet detention areas, which are utilized to capture the stormwater runoff and provide water quality treatment and attenuation for the overall project site. This permit is for a conceptual approval and no construction is authorized under this application.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is located at the northeast corner of Southern Boulevard and B Road within Loxahatchee

The overall site is primarily undeveloped and heavily vegetated, except for the southwest corner which includes a commercial development.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background

Pod A, which is located in at southwest corner of the project area, is currently under construction in accordance with Environmental Resource Permit No. 50-101283-P, and will tie into the master SWM system.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of Groves Town Center Master Association, Inc. as indicated in the submitted governing documents (Exhibit No. 4.0). Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

Engineering Evaluation:

Land Use

Refer to the Engineering Evaluation Table and Exhibit No. 2.1 for the land use breakdown.

Water Quality

The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired for turbidity and chlorophyll-a; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, Volume II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 8.09 ac-ft. of water quality treatment.

The project includes implementation of a Turbidity and Erosion Control Plan, (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction.

Discharge

Discharge from this project is limited to the C-51 sub-basin 11 allowable discharge rate of 27 CSM (3.87 cfs) associated for the 10-year, 3-day storm event. The project discharge of 3.78 cfs is within the allowable limit for the area.

Parking Lot Design

As found in the Water Quantity Data Table, minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

Road Design

As found in the Water Quantity Data Table, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Perimeter Berm

As found in the Water Quantity Data Table, minimum perimeter berm elevations have been set at or above the calculated design storm flood elevation.

Finished Floors

As found in the Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Flood Plain/Compensating Storage

The permittee submitted calculations demonstrating that the project will meet the compensating

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-80

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, Solar Sportsystems, Inc (Owner) owns property, identified as Tracts SWM 5 and SWM 9 within the Groves Town Center PUD Amendment No. 1 Plat (“Property”), located at the northeast corner of Southern Boulevard and “B” Road, Loxahatchee Groves, Florida; and

WHEREAS, the Owner desires to remove two hundred forty-six (246) native specimen trees from the Property in accordance with the submitted Groves Town Center Pod B Phase IIB Vegetation Removal Permit 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 the two hundred forty-six (246) native specimen trees on the Property identified for removal in the Groves Town Center Pod B Phase III Vegetation Removal Permit Application, included herein by reference.

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.

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



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of the Town of Loxahatchee Groves

FROM: Office of the Town Attorney

VIA: Francine Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Approval on *Resolution No. 2024-81 - Adopting a Foreclosure Policy and Procedure*

Background:

The Town Council has stated that it would support the limited use of lawsuits to foreclose code enforcement liens. Although the Town Council indicated that it would like to approve each potential lawsuit, there was consensus that staff should seek such approval based on an established policy and procedure.

The proposed Foreclosure Policy and Procedure provides a consistent framework for the assessment of potential foreclosure lawsuits. It contemplates that:

- New foreclosure lawsuits will be filed only upon the approval of the Town Council.
- Absent extraordinary circumstances, staff will seek approval to file a foreclosure lawsuit only when one or more the following criteria are met:
 1. The property has more than \$100,000 in unpaid code enforcement fines.
 2. The property has been out of compliance for more than one year.
 3. Conditions on the property pose a substantial risk to the life, safety, or the general welfare.
- Staff will use a standardized checklist for the evaluation of all potential new cases.
- Staff will send written notice to the property owner of its intent to seek authorization to file a foreclosure lawsuit.

Additionally, the proposed policy and procedure authorizes Town staff to spend funds, as necessary and in accordance with the Town's procurement code, to evaluate each potential new case. At a minimum, each potential new case will require Town staff to order a title search.

Recommendation:

Motion to approve *Resolution No. 2024-81* adopting the proposed Foreclosure Policy and Procedure.

RESOLUTION NO. 2024-81

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A POLICY AND PROCEDURE FOR THE FORECLOSURE OF CODE ENFORCEMENT LIENS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish a Policy and Procedure for the Foreclosure of Code Enforcement Liens (“Policy”) in order to provide for the reasonable and consistent evaluation of potential new lawsuits on behalf of the Town; and

WHEREAS, the Town Council has reviewed the Policy and has determined that adopting the Policy 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; and

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts the Policy and Procedure for the Foreclosure of Code Enforcement Liens as attached hereto as **Exhibit A.**

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

Councilmember _____ offered the foregoing Resolution. Councilmember _____ seconded the Motion, and upon being put to a vote, 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



Town of Loxahatchee Groves
155 F Road Loxahatchee Groves, FL 33470 Phone:
561.807.6675 Fax: 561.793.2420
www.loxahatcheegrovesfl.gov

FORECLOSURE POLICY & PROCEDURE

EFFECTIVE DATE: November 12, 2024

POLICY AND PROCEDURE: Foreclosure of Code Enforcement Liens

PURPOSE: Section 162.09, Florida Statutes, authorizes the Town to foreclose code enforcement liens attached to non-homestead properties, as defined by section 4, Art. X of the State Constitution. The purpose of this Foreclosure Policy and Procedure is to establish a reasonable and consistent framework for the assessment of potential foreclosure lawsuits on behalf of the Town.

POLICY

New foreclosure lawsuits shall only be filed upon the approval of the Town Council.

The Town’s administrative staff is authorized to expend funds, in accordance with Town Code Chapter 2, Article V “Purchasing”, and to take such actions as are necessary to adequately evaluate each potential new case before presenting the case to the Town Council for approval to file a lawsuit.

Generally, Town staff will not seek the approval of the Town Council to file a foreclosure lawsuit unless one or more of the following criteria are met with respect to the property found in violation of the Town Code:

1. The property has more than \$100,000 in unpaid code enforcement fines.
2. The property has been out of compliance for more than one year.
3. Conditions on the property pose a substantial risk to the life, safety, or the general welfare.

In exceptional circumstances, Town staff may seek approval to file lawsuits in cases that do not meet one of the above criteria.

Nothing in this policy shall preclude the Town Council from approving or directing litigation to foreclose or otherwise collect on a code enforcement lien when, in its sole discretion, such action is appropriate and in the best interest of the Town.

PROCEDURE

Prior to presenting a potential foreclosure case to the Town Council, Town staff are expected to follow the procedure set forth below.¹

¹ A defect in the adherence to this internal procedure shall not constitute a bar to filing a lawsuit that otherwise meets t

1. Town staff shall verify that the subject property is not a homestead, as defined by section 4, Art. X of the State Constitution.
2. Town staff shall verify that the lien has been recorded for at least three (3) months, and that it remains unpaid.
3. Town staff, or the Town Attorney, shall obtain a title search for the subject property, which shall be reviewed by the Town Attorney.
4. Town staff, or the Town Attorney, shall determine the existence of any superior (prior recorded) liens held by other parties.
5. Town staff shall utilize a standardized checklist for each potential new case. The foreclosure checklist shall be substantially in the form attached hereto and approved by the Town's administrative staff and Town Attorney.
6. Town staff shall obtain an order from the special magistrate authorizing foreclosure in accordance with section 162.09, Florida Statutes, with written notice to the property owner.
7. The matter shall be placed on the Town Council meeting agenda.



FORECLOSURE CHECKLIST

Property being considered for foreclosure: _____

Owner name(s): _____

Owner mailing address (see Tax Collector's records): _____

Any other owner address that Town has notice of: _____

Is the property a homestead: ____ Yes ____ No
[If yes, do not proceed with checklist. This property cannot be foreclosed.]

Does the property have a lis pendens recorded against it in an open case: ____ Yes ____ No
[If yes, do not proceed with checklist. This property is already in foreclosure.]

Is the property in compliance: ____ Yes ____ No

Current amount of lien: _____ as of _____, 20__

Daily amount of fine, if still accruing: _____

If the property is not in compliance, what condition is the property in (give details):

Owner made efforts to comply the property: ____ Yes ____ No

Owner has an existing hardship: ____ Yes ____ No

If yes, explain: _____

Do the conditions on the property pose a substantial risk to the life, safety, or the general welfare?
____ Yes ____ No

Date Town's lien was recorded: _____ Book _____ Page _____

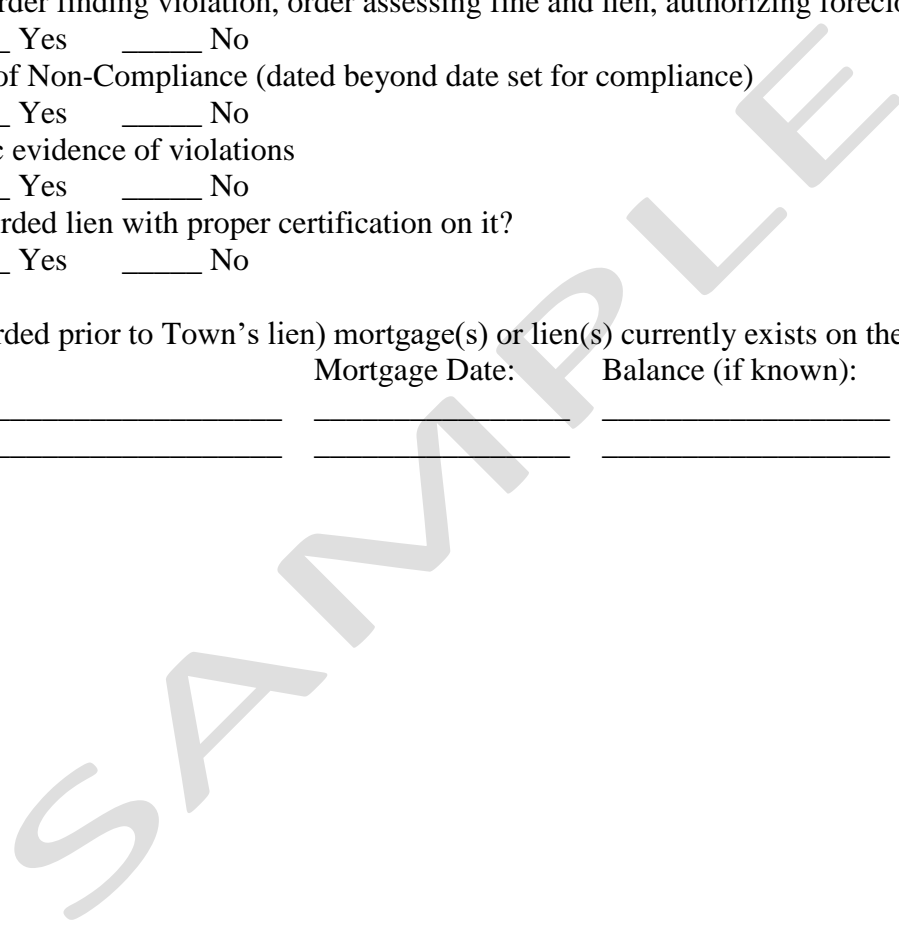
Does Town's lien have the Town Clerk's certification: _____ Yes _____ No

Does code enforcement file include the following (check all that apply):

- Notice of violation/notice of hearing
_____ Yes _____ No
- Notice of fine assessment hearing
_____ Yes _____ No
- All certified mail return receipts and/or posting notices
_____ Yes _____ No
- All orders (order finding violation, order assessing fine and lien, authorizing foreclosure, etc.)
_____ Yes _____ No
- Affidavit(s) of Non-Compliance (dated beyond date set for compliance)
_____ Yes _____ No
- Photographic evidence of violations
_____ Yes _____ No
- Copy of recorded lien with proper certification on it?
_____ Yes _____ No

What superior (recorded prior to Town's lien) mortgage(s) or lien(s) currently exists on the property:

Bank/Mortgagee:	Mortgage Date:	Balance (if known):
_____	_____	_____
_____	_____	_____





**NOTICE OF REQUEST
FOR AUTHORIZATION OF FORECLOSURE**

[Date]

[Respondent Name/Address]

CASE NO.:

Property Address:

Legal Description:

Parcel Control Number:

Dear Property Owner:

Your property at [Address] has been determined to have violated the Town’s Code of Ordinances in the above referenced Code Enforcement case. The fines for the violation(s) have accrued to **[\$Amount of Fine]** and the Town has recorded a lien against the property. Pursuant to section 162.09, Florida Statutes, the Town is now requesting that the Code Enforcement Special Magistrate authorize the Town to foreclose the lien. **In the event that the Town is successful in obtaining this request before the Special Magistrate, a foreclosure action may be commenced by the Town against the above-referenced property or any other real property you own.**

The request will be presented to the Special Magistrate at a hearing, which you may attend. If you would like to discuss your case prior to that time in an effort to settle all outstanding matters including compliance and payment, please contact the Town’s Code Compliance Division at 561-793-2418. **OTHERWISE, THE REQUEST WILL BE PRESENTED TO THE CODE ENFORCEMENT SPECIAL MAGISTRATE, ON [Hearing Date] AT [Hearing Time]. IN THE TOWN HALL CHAMBERS LOCATED AT 155 F ROAD LOXAHATCHEE GROVES, FL 33470.**

Please govern yourself accordingly.

Sincerely,

Code Compliance Division

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: SEPTEMBER 18, 2024

SUBJECT: RESOLUTION NO. 2024-82 – AUTHORIZING THE TOWN MANAGER TO DECLARE A LOCAL STATE OF EMERGENCY UNDER CERTAIN CIRCUMSTANCES

Background:

The Town of Loxahatchee Groves faces periodic threats from various emergencies, including natural disasters, pandemics, and other unforeseen events that endanger the health, safety, and welfare of residents, businesses, and visitors. Swift decision-making is essential during such emergencies to mitigate potential harm and safeguard the community.

Section 252.38 of the Florida Statutes outlines the responsibility of local governing bodies to protect life and property. Recognizing the need for immediate action, it can be impractical to convene the Town Council during urgent situations. Therefore, the proposed resolution aims to delegate authority to the Town Manager to declare a local state of emergency. This delegation allows for timely responses and ensures the Town can continue its operations effectively during emergencies.

The proposed resolution provides the Town Manager with the authority to declare a local state of emergency for an initial seven-day period, which can be extended as needed. It also grants the Town Manager the power to implement necessary measures to protect the Town's operations, residents, businesses, and visitors.

Recommendation:

It is recommended that the Town Council approve this resolution, which will:

1. **Authorize the Town Manager** to declare a local state of emergency when necessary and extend it in seven-day increments until the emergency is resolved or the Town Council votes to terminate it.
2. **Empower the Town Manager** to take all necessary and lawful measures to manage Town operations, ensure public safety, and mitigate the impacts of emergencies during the declared period.
3. **Maintain Council Oversight**, allowing the Council to rescind the local state of emergency at any time by a majority vote or limit the Town Manager's authority during specific emergency situations.

Approving this resolution ensures that the Town of Loxahatchee Groves can respond efficiently to urgent situations and fulfill its statutory obligations under Florida law.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2024-82**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE TOWN MANAGER TO DECLARE A LOCAL STATE OF EMERGENCY UNDER CERTAIN CIRCUMSTANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY AND LAWFUL MEASURES TO CONDUCT TOWN BUSINESS AND SAFEGUARD THE TOWN; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Section 252.38, Florida Statutes, provides that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision in the state; and

WHEREAS, the Town of Loxahatchee Groves (“Town”) is occasionally subject to emergency conditions such as natural disasters, pandemics, public safety threats, and other unforeseen events (“Emergency”) that may jeopardize public health, safety, and welfare of its residents, businesses, and visitors; and

WHEREAS, the Town recognizes the need for swift and decisive action during such emergencies to mitigate the impact of Emergencies and to protect public health, safety, and welfare of its residents, businesses, and visitors; and

WHEREAS, it may be impractical to convene the Council of the Town of Loxahatchee Groves (“Town Council”) pursuant to Section 5 of the Town’s Charter or Section 2-22 of the Town’s Code of Ordinances for a timely decision regarding an Emergency; and

WHEREAS, to ensure the Town can timely respond to an Emergency, the Town Council finds it necessary to delegate authority to the Town Manager to declare a local state of emergency when conditions warrant such action, which may be extended, as necessary, at the Town Manager’s discretion; and

WHEREAS, to ensure the Town can conduct its business and safeguard the Town, its residents, businesses, and visitors, the Town Council finds it necessary to delegate authority to the Town Manager to take all necessary and lawful measures to address the impacts of an

Emergency; and

WHEREAS, the Town Council has determined that delegating authority to the Town Manager to declare a local state of emergency and to take all necessary and lawful measures to address the impact of an Emergency serves a valid public purpose.

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

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

Section 2. Authority to declare a local state of emergency. The Town Council authorizes the Town Manager to declare a local state of emergency for the Town of Loxahatchee Groves under Emergency conditions as defined herein for a period of seven (7) calendar days commencing on the date of such declaration, which may be extended, as necessary, in seven (7) calendar day increments at the Town Manager’s discretion.

Section 3. Authority to take all actions necessary. The Town Council authorizes the Town Manager to take all necessary and lawful measures to conduct Town business and safeguard the Town during any declared state of emergency that includes the Town whether issued at the Federal, State, County, or local level.

Section 4. Termination by Town Council. Town Council may, at any time by majority vote, terminate a local state of emergency declared by the Town Manager and may terminate or otherwise limit the Town Manager’s authority to take action during a specific declared state of emergency without amending or rescinding this Resolution, which shall remain effective to address future emergency conditions until rescinded by Resolution of Town Council.

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

Section 6. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective date. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution. Council Member seconded the motion, and upon being put to a vote.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 12th DAY OF NOVEMBER, 2024.

**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



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Richard Gallant, Public Works Director
DATE: November 12, 2024
SUBJECT: Resolution No. 2024-83 - Accepting County Deed

Background:

Palm Beach County has transferred to the Town a strip of property located at along the right-of-way of E Road. The transfer was made by County Deed for roadway purposes. Pursuant to Section 05-085 of the Town’s Unified Land Development Code, conveyances of land for any public purpose must be accepted by the Town Council by Resolution to be effective.

Recommendation:

Adopt *Resolution No. 2024-83* accepting the County Deed.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-83

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING A DEED FROM PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves has jurisdiction and responsibility for rights-of-way of roads within the Town, except for County roads and private roads; and

WHEREAS, Palm Beach County owns a strip of property adjacent to the right-of-way of E Road (the “Property”); and

WHEREAS, Palm Beach County has executed a County Deed transferring the Property to the Town for roadway purposes, which was recorded in OR Book 35335, Page 1953, of the Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to Section 05-085 of the Town’s Unified Land Development Code, conveyances of land for any public purpose must be accepted by the Town Council by Resolution to be effective; and

WHEREAS, the Town Council has determined that accepting the County Deed identified herein serves a valid public purpose.

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

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

Section 2. The Town Council accepts the County Deed identified herein.

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 adoption.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS- 12 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

Return via Palm Beach County interoffice mail to:
Brent Enck, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

CFN 20240350222
OR BK 35335 PG 1953
RECORDED 10/22/2024 11:44 AM
Deed Consideration Amt: \$1000
DEED DOC \$0.70
Palm Beach County, Florida
Joseph Abramo, Clerk
Pgs: 1953 - 1957; (5pgs)

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: Portion of 00-41-43-17-01-410-0030

Purchase Price: \$ 0
Closing Date: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: MRT 2024-007
ROAD NAME: E ROAD @ OKEECHOBEE BLVD
PARCEL NO.: 101

COUNTY DEED

R2024 1311

THIS DEED is made this 9th day of October, 2024, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County"), to the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation of the State of Florida, whose post office address is 155 F Road, Loxahatchee Groves, FL, 33470-4949 ("Town").

WITNESSETH: That County, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by Town, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Town, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida, as follows:

Property more particularly described in Exhibit "A" attached hereto and made a part hereof.

Pursuant to Section 270.11, Florida Statutes, the Town has requested that the County convey the Property to the Town without reservation and without the rights of entry and exploration relating to phosphate, minerals, metals and petroleum rights because the Town requires the property to be free and clear of encumbrances which could impede the use of the Property for roadway purposes; and

IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

R2024-1311

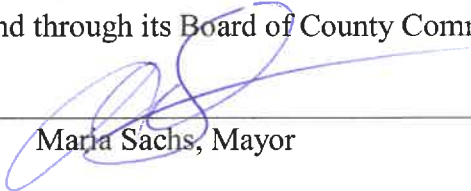
ATTEST:

County: OCT 08 2024

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County Commissioners

By: 
Deputy Clerk

By: 
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Official Seal)


By: 
Assistant County Attorney

EXHIBIT A
SKETCH OF DESCRIPTION
RIGHT-OF-WAY DEDICATION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 24.50 FOOT WIDE STRIP OF LAND BEING A PORTION THE LANDS DESCRIBED IN THE WARRANTY DEED TO PALM BEACH COUNTY, RECORDED IN OFFICIAL RECORD BOOK 18146, PAGE 1254, SAID LAND ALSO BEING A PORTION OF TRACT 10, BLOCK "D" OF THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS SITUATE IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 10, BLOCK "D"; THENCE ALONG THE EASTERLY LINE OF SAID TRACT 10, BLOCK "D", S02°16'46"W A DISTANCE OF 66.13 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUE ALONG SAID EASTERLY LINE S02°16'46"W A DISTANCE OF 386.82 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT 10, BLOCK "D"; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT 10, BLOCK "D" N89°12'33"W A DISTANCE OF 24.51 FEET TO A POINT ON A LINE 24.50 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF TRACT 10, BLOCK "D"; THENCE ALONG SAID PARALLEL LINE N02°16'46"E A DISTANCE OF 386.82 FEET; THENCE LEAVING SAID PARALLEL LINE S89°12'33"E A DISTANCE OF 24.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,478 SQUARE FEET (0.218 ACRES) MORE OR LESS.

REV NO.	DATE	COMMENTS
1	4/12/24	ADDRESS COUNTY COMMENTS
2	4/30/24	ADDRESS COUNTY COMMENTS

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 13, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin

Digitally signed by Jennifer Malin
Date: 2024.04.30 09:38:35 -04'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR: **OKEECHOBEE BLVD AND E ROAD**

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	2.27-2024

A Higher Standard of Excellence



ENGINEERS • SURVEYORS • GIS MAPPERS

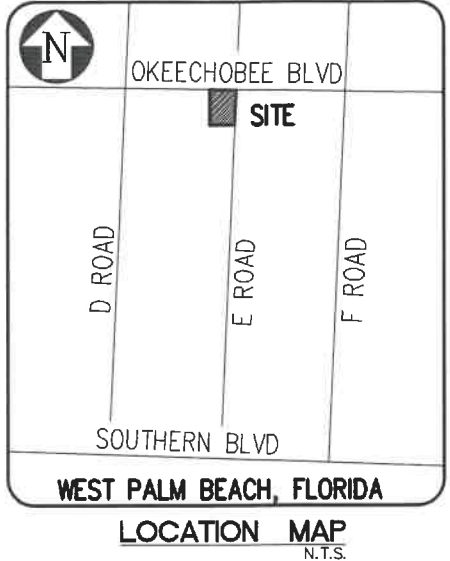
1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #	SHEET: 1 / 3
FLORIDA R.L.S. #	JOB # 22138.72

EXHIBIT A
SKETCH OF DESCRIPTION
RIGHT-OF-WAY DEDICATION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

- PB PLAT BOOK
- PG PAGE
- ORB OFFICIAL RECORD BOOK
- R/W RIGHT-OF-WAY
- PBC PALM BEACH COUNTY
- PCN PARCEL CONTROL NUMBER
- Ⓞ CENTERLINE



NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N02°11'51"E ALONG A LINE BETWEEN PALM BEACH COUNTY CONTROL POINTS "OKEE 9-A" AND "OKEE 9-1" AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GRID DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
SCALE FACTOR: 1.000007062
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

FDR: **OKEECHOBEE BLVD AND E ROAD**

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	2.27-2024

A Higher Standard of Excellence

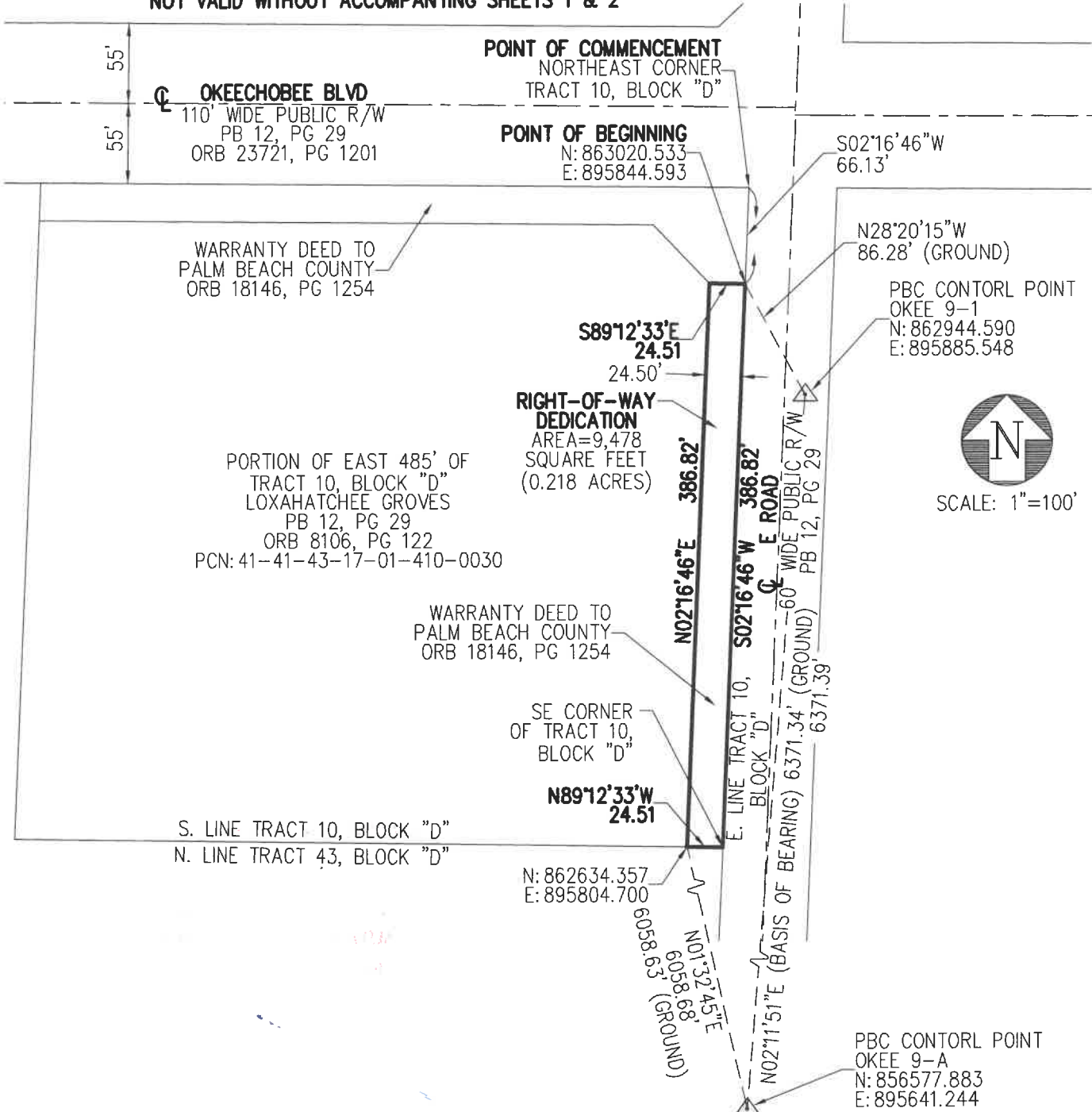
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PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #	SHEET:
	2 / 3
FLORIDA R.L.S. #	JOB #
	22138.72

**EXHIBIT A
SKETCH OF DESCRIPTION
RIGHT-OF-WAY DEDICATION
THIS IS NOT A SURVEY**

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



FOR: **OKEECHOBEE BLVD AND E ROAD**

SCALE:	1"=100'
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	2.27-2024

A Higher Standard of Excellence



ENGINEERS • SURVEYORS • GIS MAPPERS

1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK	SHEET: 3 / 3
FLORIDA R.L.S. #	JOB # 22138.72



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Johnson-Davis 11th Ter. N. and D Rd. Culvert Replacement Change Order 1

Background: Town Council approved Resolution # 2022-75 for culvert replacement projects throughout the town. Resolution # 2024-06 was approved to perform a culvert bridge replacement on 11th Ter. N. and D Road. While the project was in progress, an issue arose which required additional services from the contractor, Johnson Davis. Due to time constraints a change order in the amount of \$12,000.00 was provided to the contractor and the work completed. At the time of approval this item was not brought to council for approval. The change order increased the total job cost from \$125,400.00 to \$137,400.00. Upon completion of the project, Johnson-Davis was paid for services in the amount of \$125,400.00, the additional amount due to the contractor is \$12,000.00 and is pending council approval.

Recommendations: Staff recommends approval of *Resolution No. 2024-84* approve approving Change Order 1 in the amount of \$12,000.00.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024 - 84

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING CHANGE ORDER NO. 1 TO THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 11th TERRACE AND D ROAD; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AN THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, by Resolution No. 2024-06, Town Council approved the scope and pricing for installation of a bridge culvert at 11th Terrace and D Road (the “Project”); and

WHEREAS, the Town desires to amend the scope of the Project to include rip rap installation, as stated in the Change Order No. 1 attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Town Council has determined that Change Order No. 1 serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves Change Order No. 1 to its Agreement with Johnson-Davis, Inc. utilizing pricing under Boynton Beach BID No. 019-2821-19/IT for installation of a bridge culvert at 11th Terrace and D Road attached hereto as Exhibits “A”.

Section 3. The Town Manager is authorized to execute any and all documents to implement Change Order No. 1 attached hereto by the Town, including letter agreements and addenda, in forms acceptable to the Town Manger and Town Attorney. The Town manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

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

[Remainder of this page intentionally left blank]

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

Bid Tabulation City of Lake Worth Beach IFB 20-106 Emergency Utility Repairs for Water, Wastewater and Stormwater 5/12/2020 - 3:00 PM E.S.T.

*Items GC-11 through GC-17 & W-117 have been excluded from the calculation as they are representative of costs that

Johnson Davis

ITEM	DESCRIPTION	-	UNIT	PRICE	
R-28	8" Limerock/ Crushed Concrete Base, primed	240	SY	\$50.00	\$12,000.00

Total Rip Rap Installation

\$12,000.00

**CHANGE ORDER NO. 1 TO THE WORK ORDER APPROVED BY
LOXAHATCHEE GROVES TOWN COUNCIL RESOLUTION 2024-06 FOR A
CULVERT BRIDGE AT D ROAD AND 11TH TERRACE**

THIS CHANGE ORDER NO. 1 (“Change Order” hereafter) is made as of the _____ day of June, 2024, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town” hereafter), and **Johnson-Davis, Inc.**, a company authorized to do business in the State of Florida (“Contractor” hereafter).

RECITALS

WHEREAS, the Town and Contractor, pursuant to Loxahatchee Groves Town Council Resolution No. 2022-75, entered into an Agreement, based on Contractor’s response and resultant Contract with Boynton Beach Bid No. 019-2821/IT Repairs and Emergency Services for Water Distribution, Waste Water Collection and Stormwater Utility Systems (“Contract”); and

WHEREAS, in accordance with the Agreement and Loxahatchee Groves Town Council Resolution 2024-06 and Purchase Order 2044 a work authorization for a culvert bridge at D Road and 11th Terrace was approved at a cost of \$125,400; and

WHEREAS, the Town and Contractor have agreed to a change order on that work authorization for the work on the bridge culvert at D Road and 11th Terrace, that is currently underway; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

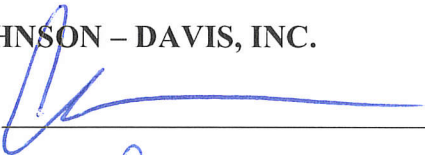
1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Scope of Work; Price; Time for Completion. Pursuant to Article 10 “Changes in the Work” of the Contract, the Town and Contractor amend the work authorized by Resolution 2024-06 for the bridge culvert at D Road and 11th Terrace to include rip rap installation work at a cost increase of \$12,000.00, as set forth in Exhibit “A” attached hereto. This change order does not alter the time for completion of the work,
3. Amendment. Except for the provisions of the work authorization specifically modified by this Change Order (and any future change orders), all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Contractor have caused this Change Order to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Francine Ramaglia, Town Manager

JOHNSON – DAVIS, INC.

By:  _____

Print Name: *CHAD RAWLINSON*

Title: *Project Manager*

Approved as to form and legal sufficiency:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: TOWN COUNCIL

FROM: VALERIE OAKES, CMC, TOWN CLERK

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

DATE: NOVEMBER 12, 2024

SUBJECT: APPROVAL OF RESOLUTION NO. 2024-85 TO APPOINTMENT A COMMITTEE MEMBER TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE

Background

On June 18, 2024, the Town Council adopted Resolution No. 2024-39, re-creating the "Unified Land Development Code Review Committee" (the Committee) to assist in reviewing and updating the Town's Unified Land Development Code (ULDC). This Committee plays a vital role in providing recommendations on land development policies to ensure they align with the Town's goals and strategic priorities.

Following the resignation of Committee Member Robert Sullivan, a vacancy exists on the Committee that requires filing subsequent to the resignation of Committee Member Robert Sullivan. The Council is tasked with appointing a qualified individual to ensure the Committee can continue its important work effectively.

Resolution No. 2024-85 seeks to confirm the appointment of the following nominee to the Committee:

- **Brian Zdunowski**

Recommendation

Staff recommends approval of Resolution No. 2024-85 to appoint the nominee to the Unified Land Development Code Review Committee. This appointment will fill the existing vacancy, allowing the Committee to maintain its functionality and fulfill its mission.

RESOLUTION NO. 2024-85

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Town Council adopted Resolution No. 2024-39 re-creating the “Unified Land Development Code Review Committee” (Committee) for the purposes stated therein; and

WHEREAS, the Town Council desires to appoint a member to the Committee.

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

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

Section 2. The following qualified nominee is to be appointed as member of the Unified Land Development Code Review Committee fulfilling the vacancy subsequent to the resignation of Committee Member Robert Sullivan:

Robert Shorr, Councilmember

Brian Zdunowski

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS- 12 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

Property Detail

Location Address : 1615 E RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-445-0010
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 26533 / 274
Sale Date : DEC-2013
Legal Description : LOXAHATCHEE GROVES W 1/2 OF N 1/2 OF TR 45 BLK D

Owner Information

Owner(s)	Mailing Address
ZDUNOWSKI BRIAN	1615 E RD LOXAHATCHEE FL 33470 4855

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2013	\$257,500	26533 / 00274	WARRANTY DEED	ZDUNOWSKI BRIAN
JUL-1993	\$142,500	07822 / 00614	WARRANTY DEED	LATHROP ALLEN L &
MAY-1983	\$45,900	03950 / 00059	WARRANTY DEED	
JAN-1977	\$33,000	02781 / 00475		
JAN-1972	\$900,000	02047 / 01944	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
ZDUNOWSKI BRIAN	2024	HOMESTEAD
ZDUNOWSKI BRIAN	2024	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 1
***Total Square Feet :** 3444
Acres : 5.00
Property Use Code : 6800—AG Classification EQUESTRIAN
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Appraisals

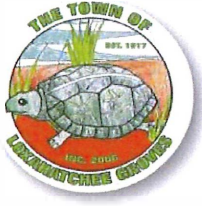
Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$262,762	\$264,930	\$220,524	\$161,141	\$134,452
Land Value	\$450,000	\$387,500	\$351,900	\$265,000	\$264,000
Total Market Value	\$712,762	\$652,430	\$572,424	\$426,141	\$398,452

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$222,027	\$214,292	\$208,747	\$199,386	\$193,921
Exemption Amount	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$172,027	\$164,292	\$158,747	\$149,386	\$143,921

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$3,481	\$3,365	\$3,313	\$3,215	\$3,131
NON AD VALOREM	\$1,683	\$1,627	\$1,623	\$1,667	\$1,662
TOTAL TAX	\$5,164	\$4,992	\$4,936	\$4,882	\$4,794



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 1 - LOCATION OF PROPOSED SPECIMEN TREES REMOVAL

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		

Jupiter Civil
 Engineering Company, LLC
 3500 EASTERN PALM BLVD. SUITE 200
 WEST PALM BEACH, FL 33411
 (561) 833-2200

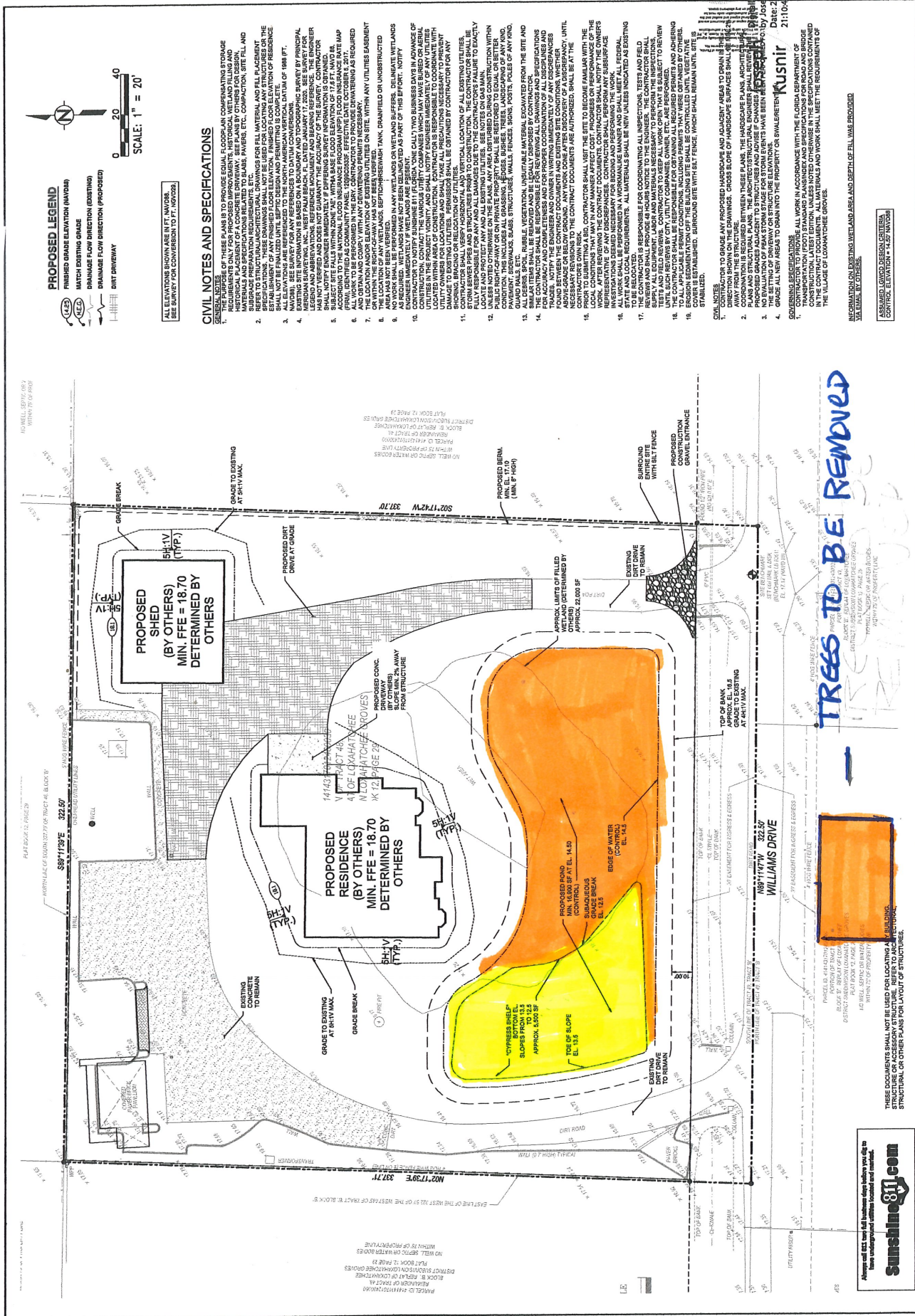
15171 WILLIAMS DRIVE GRADING AND DRAINAGE
 15171 WILLIAMS DRIVE
 LOXAHATCHEE GROVES, FL 33470

15171 WILLIAMS DRIVE GRADING AND DRAINAGE
 15171 WILLIAMS DRIVE
 LOXAHATCHEE GROVES, FL 33470

DATE: 2/24/10
 TIME: 09:00
 DRAWN BY: Joseph Kusnir
 CHECKED BY: Joseph Kusnir
 APPROVED BY: Joseph Kusnir

DATE	2/24/10	1 OF 2
DRAWN	J. Kusnir	C-1
CHECKED	J. Kusnir	(1 OF 2)
APPROVED	J. Kusnir	
SCALE	AS SHOWN	

Item 14.



TREES TO BE REMOVED

TREES TO BE RETAINED

Always call first! We have the information you need to get the job done right the first time.
sunshine811.com

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

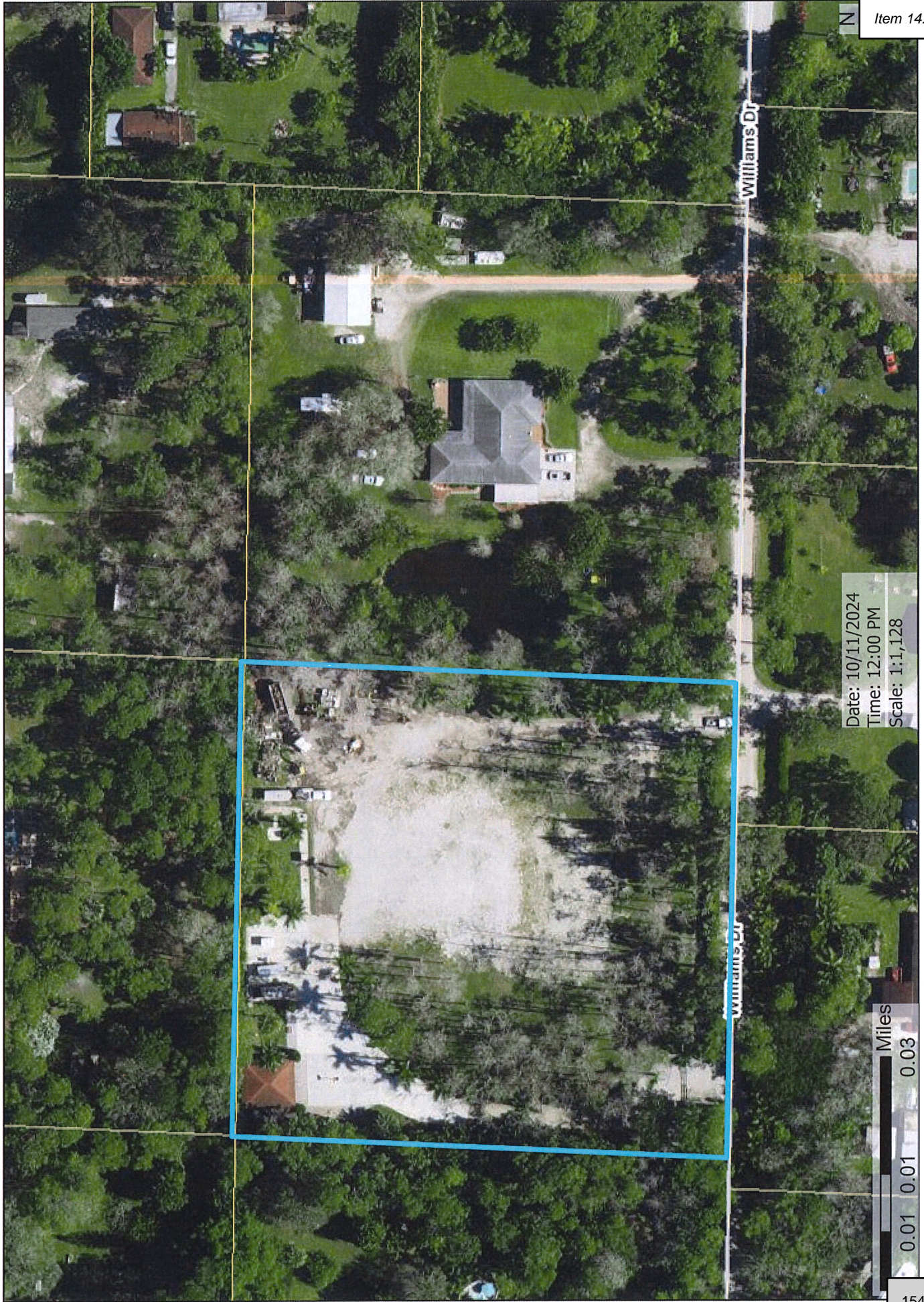
Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$5,576	\$4,855	\$3,590	\$3,193	\$3,220
NON AD VALOREM	\$950	\$900	\$900	\$950	\$839
TOTAL TAX	\$6,526	\$5,755	\$4,490	\$4,143	\$4,058

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



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

15171 Williams Drive



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

Miles
0.01 0.01 0.03

Item 14.

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:

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 12th DAY OF NOVEMBER 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Robert Shorr

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: November 12, 2024

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

Background: As the Council is aware, the special acts that provided for the duties and other provisions governing the Loxahatchee Groves Water Control District (“District”) became an ordinance of the Town when the District became a dependent district and are set forth in the Town’s Code of Ordinances as Chapter 46 “Special Districts”. To ensure proper drainage in the Town, the safety of its residents, and the protection of both public and private property, the Town must have the ability to address substandard and failing private culverts, to repair, replace, or remove the same if the responsible property owner(s) fails to correct such deficiencies, and to charge the costs of this abatement to the owner. Chapter 46 includes these powers, but is lacking procedures to accomplish the same. Revisions to Chapter 46 include the following: (1) reorganize Chapter 46 to be user friendly; (2) ensure that its procedures and protections for property owners are legally sufficient; (3) include a voluntary culvert special assessment assistance program for residents; (4) removal of “including but not limited to” language; and (5) add other updates (collectively “Culvert Ordinance”). The revised Ordinance attempts to strike a fair balance between (1) providing the Town with adequate tools to address the multitude of situations that may arise that affect drainage and public safety within the Town and (2) protecting private property rights through reasonable regulations and due process protections.

Some of the substantial revisions are highlighted below:

1. Section 46-1 “In general”:
 - a. Subsection (d) - For legal and other purposes, **new** language clarifies the relationship between the Town and the District as it relates to the implementation and enforcement of the Ordinance.
 - b. Subsection (e) - The current ordinance uses certain key words, but does not define those words. **New** language has been added to provide residents clear guidance regarding how these key words are defined.

2. Section 46-2 “General powers of the district”:
 - a. Chapter 46 currently allows for a single entity to represent all property owners who use the same culvert, but it does not address all owners’ responsibilities to maintain the culvert. **New** language requires a maintenance agreement which puts all affected property owners on notice of their responsibilities so the maintenance of the private culvert does not fall on the Town or an unsuspecting property owner.
 - b. **New** language clarifies the district’s authority to require and issue permits for any connections to district works. This authority is pursuant to section 298.28, Florida Statutes.
3. Section 46-3 “Enforcement of drainage work violations”:
 - a. Chapter 46 currently authorizes the District to (1) notify a property owner of a violating culvert (i.e., restricting drainage, not in accordance with uniform standards, not permitted as required by uniform standards); (2) give the owner a set number of days to fix the issue (e.g. 30 days, 60 days); (3) enter the property, if not timely fixed by the owner, and perform the work; and (4) assess the a lien against the property for the costs of the work. **New** language addresses due process protections for property owners such as: proper notice of the violation, the right to appeal the violation before the special magistrate, proper procedures/protections for such appeal, a requirement that owners be given a reasonable amount of time to comply the violation, etc.
 - b. Chapter 46 currently authorizes the District to assess properties when the Town abates a private culvert violation. **New** language provides a more detailed legal basis for such assessments. See subsection (c).
 - c. Chapter 46 currently authorizes the District to address emergency situations but does not include detailed procedures. **New** language provides needed procedures and protections for property owners.
4. Section 46-4 “Financial and additional assessment powers of district”: Subsection (d) of this section provides the Town with a **New** voluntary culvert special assessment assistance program. This program provides a process whereby a property owner may secure financing through the Town via special assessments to help make a culvert replacement financially possible for the owner.

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

ORDINANCE NO. 2024-16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 46 – SPECIAL DISTRICTS

ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT

DIVISION 1. – GENERAL PROVISIONS.

Sec. 46-1. – In general Loxahatchee Groves Water Control District.

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

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

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

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

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

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

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

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

(1) Road maintenance, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

replacing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

(1) Violation found. If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities or the return receipt is not received by the district within ten (10) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

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

- a. A public nuisance exists on the land and a brief description of the location and the nuisance;
- b. A reasonable time to comply the violation;
- c. The owner has ten (10) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;
- d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.
- e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) Right to appeal; abatement. The Property Owner shall have ten (10) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance, repairs, and/or replacement and charge the owner for the same. If an appeal is not timely requested, the district, may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

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

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

(5) Emergencies. If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency

situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

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

preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) Special Assessments.

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

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

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

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

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

(a) ~~(6)~~ Generally. The board of supervisors, in the exercise of powers pursuant to this division ~~section~~, may establish different special assessment areas within the district according to the

benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.

(b) Uniform Method; collection alternatives. ~~(11)~~All special assessments levied pursuant to this ~~division~~section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this ~~division~~section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.

(c) ~~(9)~~Formal special assessment district procedures. The board of supervisors of the district, in order to carry out any of ~~the~~ its powers set forth in ~~subsections (d)(3) through (6) of this division~~ section, may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

~~(1)a.~~ The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when

said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

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

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

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

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

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

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

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

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

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

(d) *Voluntary Culvert Special Assessment Assistance Program.*

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

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

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

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

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

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

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

“Financing Agreement” means an agreement between the board and the Property Owner providing for the financing of Culvert Improvements and the imposition of a Culvert Assessment against an Assessed Parcel.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

(3) *Initiation of services.* A Property Owner who has been notified by the district that his or her culvert is in violation of this division or otherwise has a culvert in disrepair, may apply to the district using a form approved by the district.

(4) *Application.* The application shall include, at a minimum:

- a. A copy of the deed or other instrument showing the applicant's current ownership of the property.
 - b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by one of the district's competitively procured contractors, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
 - c. The most recent statements for any mortgages encumbering the property.
 - d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.
- (5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:
- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
 - b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.
 - c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
 - d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).
- (6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance

- agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.
- (7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.
- (8) Financing agreement. A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) Maintenance agreement. A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.
- (10) Disbursement. Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:
- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses such as recording fees, credit reports, title searches and other similar expenses. The principal amount of the Culvert Assessment shall include the amount retained.
 - b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however,

that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.

- c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.

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

(12) Funding availability. The board shall determine on an annual basis whether to dedicate funds for the Culvert improvement program in the forthcoming fiscal year. Funds dedicated for such purpose shall be made available to Property Owners on a first-come, first-served basis.

(13) Policies. The board may adopt policies and procedures for the implementation of the voluntary culvert assistance assessment program.

(e) ~~(4)~~Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment, at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and

constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — *Permitting of hauling operations.*~~

~~(1) *Definitions.* The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~*Excavate or excavation* means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. *Excavation* excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~*Haul or hauling* means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) *Application for hauling permit.*~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or~~

~~roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

~~(ii) Type and number of vehicles to be operated.~~

~~(iii) Origin and destinations of hauling load.~~

~~(iv) Description of routes upon which the hauling operation will be conducted.~~

~~(v) Dimensions and maximum total weight of hauling vehicles.~~

~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~

~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~

~~(viii) Approval of the county's engineering department, if required.~~

~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior~~

~~and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

~~(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g) *Dedication of width of certain roads within the district.*~~

(1) Improvement of four public roads identified in subsections (g)(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterruptedly by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:

- a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.
- b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.
- c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.
- d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (ga)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

~~(h)~~ *Roads presumed to be dedicated.*

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (~~h~~b)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

~~(i)~~ *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterruptedly for seven years, a maintenance

easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (i)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

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

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

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

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

VOTE

ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCILMEMBER	_____
LAURA DANOWSKI, COUNCILMEMBER	_____
ROBERT SHORR, COUNCILMEMBER	_____

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

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

VOTE

ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCILMEMBER	_____
LAURA DANOWSKI, COUNCILMEMBER	_____
ROBERT SHORR, COUNCILMEMBER	_____

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

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

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

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2024-DD06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR USE OF TOWN STAFF, RESOURCES, AND PROCEDURES FOR THE ENFORCEMENT, ASSESSMENT, AND COLLECTION OF DRAINAGE WORKS NUISANCE ABATEMENT SERVICES WITHIN THE BOUNDARIES OF THE DISTRICT, FOR THE IMPLEMENTATION OF A VOLUNTARY CULVERT ASSESSMENT PROGRAM AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Loxahatchee Groves Water Control District (“District”) has been authorized by the Florida Statutes and various special acts of the Legislature to construct, improve, manage and maintain water control and drainage facilities within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to various special acts of the Legislature; and

WHEREAS, Chapter 46 “Special Districts” of the Town’s Code of Ordinances establishes the District’s authority to levy special assessments against private real property for the cost of eliminating drainage works nuisance conditions on such properties in the form of repairs, maintenance, and/or replacement of drainage works that are in violation of Chapter 46, and the District wishes to collect such unpaid assessments using the uniform method procedures set forth in section 197.3632, Florida Statutes (“Uniform Method”) (collectively, “Abatement Services”); and

WHEREAS, Chapter 46 has been amended (or is in the adoption process) to provide for a Voluntary Culvert Assessment Program and the District will need to implement, administer, manage and monitor this program and its assessments which will also include the collection of such assessments using the Uniform Method (collectively, “Assessment Program Services”); and

WHEREAS, the Board of Supervisors has determined that the use of Town staff, resources, and procedures for Abatement Services, Assessment Program Services and other services as set forth in the Interlocal Agreement (attached hereto as Exhibit A and incorporated herein) is in the best interests of the landowners and the District and serves a valid public purpose; and

WHEREAS, notwithstanding the use of certain Town staff, resources, and procedures, the District will continue to retain ultimate supervision and control of the District and its powers and responsibilities established in Chapter 46 of the Town’s Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

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

Section 2. Approval and Execution. The Board of Supervisors of the Loxahatchee Groves Water Control District hereby approve the “Town of Loxahatchee Groves and Loxahatchee Groves Water Control District Interlocal Agreement” which is attached hereto as Exhibit A, and hereby authorize the Chairperson/President to execute the same on behalf of the Board of Supervisors. The Board of Supervisors hereby authorizes the District Administrator to take all actions necessary to implement this Interlocal Agreement.

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

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

Section 5. Effective Date. This Resolution shall become effective upon passage.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion.

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,
THIS 12th DAY OF NOVEMBER, 2024.**

**LOXAHATCHEE GROVES WATER
CONTROL DISTRICT**

ATTEST:

Clerk for the Loxahatchee Groves
Water Control District

Voted:
Chairperson/President Anita Kane

Voted:
Supervisor/Treasurer Margaret Herzog

Voted:
Supervisor Robert Shorr

APPROVED AS TO LEGAL FORM:

Attorney for the Loxahatchee Groves
Water Control District

Voted:
Supervisor Laura Danowski

Voted:
Supervisor Phillis Maniglia

TOWN OF LOXAHATCHEE GROVES, FLORIDA
AND
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“Agreement”) dated as of this ____ day of _____, 2024, is entered into by and between the Town of Loxahatchee Groves, a municipal corporation (“Town”) and the Loxahatchee Groves Water Control District (“District”), a dependent district of the Town.

WITNESSETH:

WHEREAS, the Town and the District are public bodies authorized to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Chapter 2018-175 was a special act of the Legislature which dissolved the Loxahatchee Groves Water Control District as an independent special district and made it a dependent district of the Town (“2018 Special Act”); and

WHEREAS, the parties agreed to make the District a dependent district, in great part, to eliminate duplicate services, to provide more efficient use of public funds, and to more efficiently administer services to its residents; and

WHEREAS, most of the property comprising the District is included in the jurisdictional boundaries of the Town; and

WHEREAS, as set forth in Chapter 46 “Special Districts,” Article I, Division 1, the District has the power to require maintenance, repairs, or replacements of any swale, drainage ditch, culvert, or canal connecting to any of the works of the District where lack of maintenance or other condition adversely impacts the District, its operations, or any of its works or a drainage work was constructed without a permit or is not properly permitted; and

WHEREAS, when the responsible owner fails to perform the maintenance, repairs, or replacement, the District has the power to perform the necessary work on these various drainage works and assess the responsible owner of the property for the District’s costs of the abatement; and

WHEREAS, Ch. 46, Article I, Division 1 also provides property owners the option of participating in the voluntary culvert assessment program wherein property owners may seek financial assistance from the district for the repair or replacement of culverts located on private property; and

WHEREAS, the Town and the District agree that it is to the advantage of each to work together in the enforcement of these nuisance abatements, in the administration of the voluntary culvert assessment program, and in the assessment and collection of the nuisance abatement

special assessments and the voluntary program assessments; and

WHEREAS, the Town has staff that is skilled and knowledgeable in code enforcement and has the code enforcement procedures in place and a special magistrate to hear such violations; and

WHEREAS, the Town also has the necessary staff to administer the voluntary culvert assessment program; and

WHEREAS, the Town also has the necessary staff and procedures in place for the assessment and collection of nuisance abatement special assessments and the voluntary program assessments through the uniform method; and

WHEREAS, the District finds that the use of the Town's code enforcement staff and special magistrate for the abatement of drainage works nuisances and the use of Town staff and procedures for the administration of the voluntary program and the assessment and collection of special assessments are in both parties' best interests and serve a public purpose; and

WHEREAS, the sitting Town Council members of the Town also serve as the Board of Supervisors to the District; and

WHEREAS, the Town, by and through its Town Administration, will provide for the provision of certain goods and services to the District in order to fulfill the requirements and obligations imposed upon the District Board of Supervisors pursuant to Chapter 46's drainage works nuisance abatement; and

WHEREAS, notwithstanding the use of certain Town staff and procedures, the District will continue to retain ultimate supervision and control of the District and its powers and responsibilities established in Chapter 46 of the Town's Code of Ordinances; and

WHEREAS, section 163.01, Florida Statutes, as amended ("Florida Interlocal Cooperation Act of 1969" or "Act"), permits the Town and the District, as public agencies under the Act, to enter into interlocal agreements with each other to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with the needs of the governmental units; and

WHEREAS, the parties have the legal authority to enter into this Interlocal Agreement.

NOW, THEREFORE, THE TOWN AND THE DISTRICT AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

Section 2. Purpose; term. This Interlocal Agreement is to provide for the duties and responsibilities of the Town and the District wherein the Town will provide the District with (1) code enforcement services, including the use of the Town's special magistrate; (2) the administration of the voluntary culvert assessment program; and (3) the assessment and collection of drainage works nuisance abatement special assessments and voluntary program assessments

through the uniform method. The term of this Agreement shall be continuing in nature unless terminated as set forth below.

Section 3. Code enforcement and special magistrate services. The Town shall provide the following services to the District:

1. Code enforcement inspection (and reinspection for compliance) services for violations of Chapter 46 of the Town's Code of Ordinances.
2. Drafting and service of notices of violation, notices of hearing, and any other required notices in accordance with Chapter 46 requirements.
3. Scheduling, holding, and staffing special magistrate hearings.
4. Assistance in the presentation of cases to special magistrate.
5. Drafting and service of special magistrate orders.
6. Handling property owner inquiries, etc.
7. Procuring, contracting with, and arranging for Town contractor to abate violations.

Such services shall be performed in accordance with Chapter 46 requirements. Notwithstanding any Town ordinance, policy, or procedure, the code enforcement services provided hereunder shall be considered supplemental to and outside of Chapter 162, Part I, Florida Statutes.

Section 4. Administration of Voluntary Culvert Assessment Program ("Program"). The Town shall provide the following services to the District:

1. Providing, accepting, and reviewing applications for participation in the Program.
2. Performing Assessment Coordinator duties including but not limited to the following:
 - a. Determining whether applications for financing under the Program meet the criteria for approval set forth in Section 46-4 of the Town's Code of Ordinances.
 - b. Draft and serve written notices of denial or approval to applicants.
3. Procuring qualified contractors to perform improvements to culverts (property owners will contract with a qualified contractor).
4. Drafting and providing financing agreements in accordance with Section 46-4(d).
5. Disbursing funds to the selected contractors.
6. Retaining percentage of the culvert assessment for administrative expenses.
7. Performing any other service or procedure required by the Program.

Section 5. Special assessment levy and collection. The Town shall provide the following services to the District:

1. Drafting and service of invoices for nuisance abatement costs.
2. Processing payments from property owners for nuisance abatement invoices.
3. Levying and collecting nuisance abatement special assessments (for culverts and other drainage works) and voluntary program assessments through the uniform method process established in Section 197.3632, Florida Statutes and as set forth in Chapter 42 and subsection 46-4(b) of the Town's Code of Ordinances. These services also include the Town's authority to enter into agreements with the Palm Beach County Property Appraiser and Palm Beach County Tax Collector for the reimbursement of necessary administrative

costs incurred by these offices in the collection of the assessments through the uniform method process.

4. Transferring of payments received to the District.
5. Performing any other service or procedure required under the applicable statutes, ordinances, and/or other law, rule, or regulation.

Section 6. *Reimbursement for services provided.* The Town shall compensate its employees, including benefits, for work performed under this Agreement. The District shall reimburse the Town for such expenses and for all other administrative and other costs, including professional fees, incurred by the Town for the provision of services hereunder.

Section 7. *Reduction in services; termination.* The parties acknowledge that the District may reduce the scope of services to be provided by the Town as set forth above, in the District's sole discretion, at any time during the term of this Agreement upon thirty (30) days' prior written notice, without penalty to the Town. Upon a reduction in services, the cost of services shall be reduced accordingly and the appropriate adjustment shall be made as part of the next and subsequent payments or as otherwise agreed to by the parties in writing. In addition, either party may terminate this Agreement, with or without cause, upon sixty (60) days' prior written notice to the other party.

Section 8. *Reservation of powers and duties.* Notwithstanding any provisions to the contrary, the District hereby specifically reserves unto itself ultimate supervision and control of the District and all of its powers and responsibilities established in Chapter 46 of the Town's Code of Ordinances. The District Administrator, who also serves as the Town Manager, shall coordinate, manage, and supervise the duties and responsibilities hereunder.

Section 9. *Sovereign immunity; liability; insurance; no third-party beneficiaries.* The parties agree that nothing contained in this Agreement shall be construed or interpreted as consent by either party to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations provided for in Section 768.28, Florida Statutes, as amended from time to time. Each party agrees to be responsible for the negligent or wrongful act or omission of their respective employees while acting within the scope of their employment and performing under this Agreement, subject to the limitations of Section 768.28, Florida Statutes. The parties will work together in good faith to determine whether the Town and/or District will require additional insurance to cover the services provided hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the District.

Section 10. *Miscellaneous provisions.* The parties agree to the following miscellaneous provisions:

1. The personnel assigned by the Town shall be under the immediate command of a designated supervisor of the Town, who shall be under the direct supervision and command of the District.
2. In the event that either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or in writing.

3. Whenever an employee is performing pursuant to this Agreement, the employee shall abide by and be subject to the rules and regulations, personnel policies, and standard operating procedures of his or her own employer. If any such rule, regulation, policy or procedure is contradicted, contravened or otherwise in conflict with direction from the District, then such rule, regulation, policy or procedure shall control and shall supersede the direction.
4. Whenever there is cause to believe that a complaint has arisen as a result of services provided pursuant to this Agreement, the District shall be responsible for the documentation and investigation of said complaint. If it is determined the accused is an employee of the Town, the documentation gathered shall be forwarded to the Town Manager.
5. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
6. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law. This Agreement may only be amended by a written amendment signed by both parties.
7. This Agreement shall supersede any other agreement between the Town and the District relating to the delegation of certain District or Town powers to the extent that the terms and provisions of any other such agreement conflict with the terms and provisions of this Agreement.
8. No assignment, delegation, transfer, or novation of this Agreement or part hereof shall be made, unless approved by both parties.
9. Any notices or other documents permitted or required to be delivered pursuant to this Agreement shall be delivered to the District, at the office of the Chair of the Board of Supervisors, and to the Town, at the office of the Town Manager.
10. In the event the Town Council amends Chapter 46 "Special Districts" of the Code of Ordinances, this Agreement shall be deemed automatically amended as necessary to conform to the Town's ordinances.
11. A copy of this Agreement shall be filed by the Town with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
12. This Agreement constitutes the entire agreement between the parties and shall not be valid until fully executed below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified above.

ATTEST:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

District Clerk

By: _____
Anita Kane, Chairperson

Approved as to form and legal sufficiency:

Office of the District Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: November 12, 2024

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

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

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

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

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

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



School Zone Speed Study

Conducted by RedSpeed for Loxahatchee Groves

August 29th, 2024



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

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

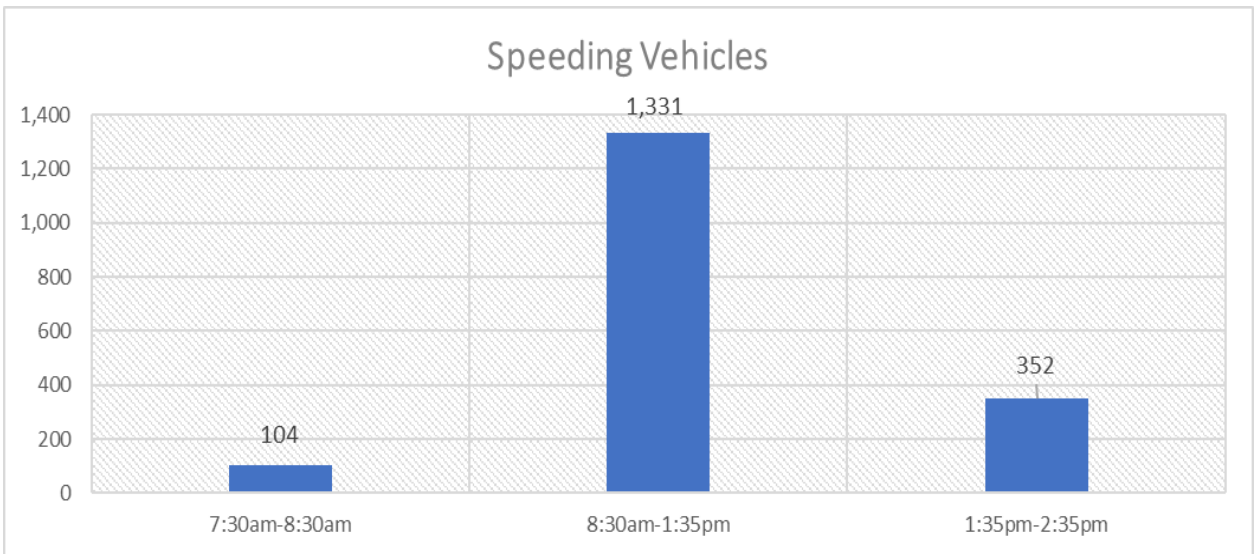
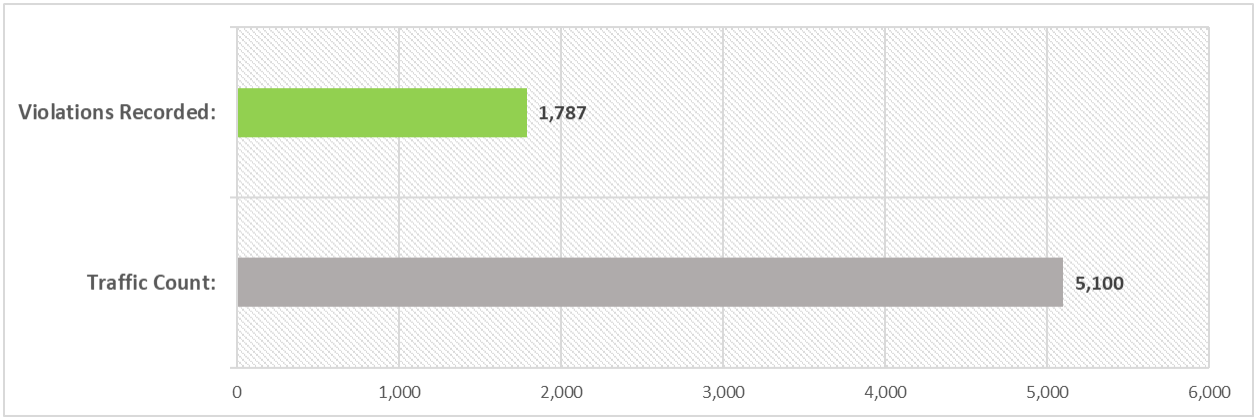
Florida Schools Speed Study

Royal Palm Beach Elementary, Loxahatchee Groves

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



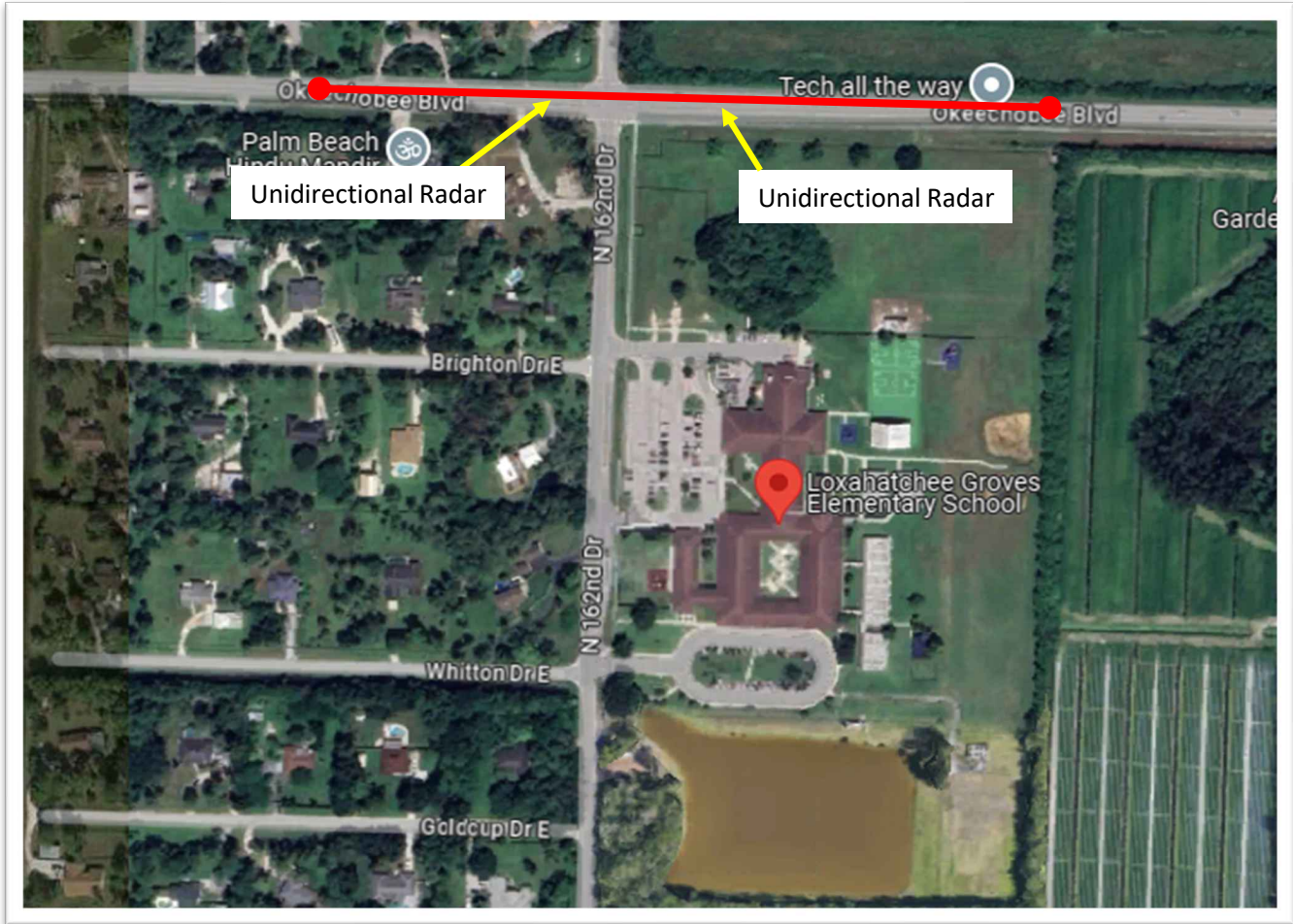
Royal Palm Beach Elementary, Loxahatchee Groves



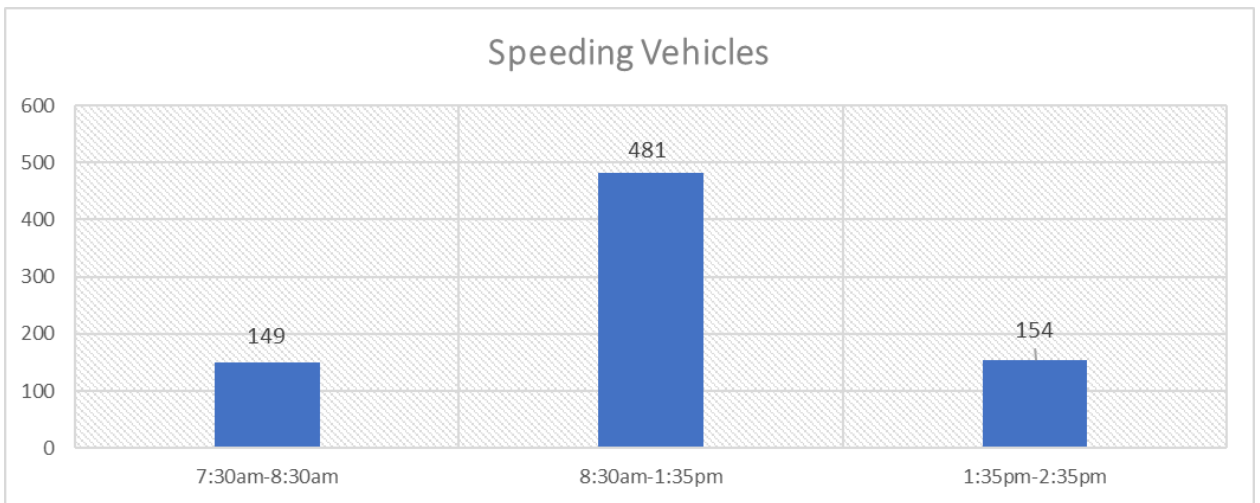
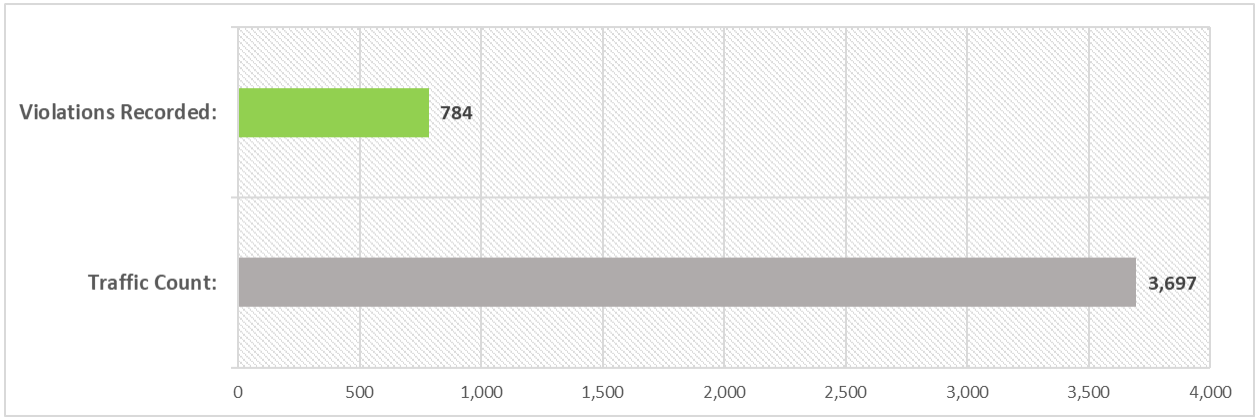
	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	Total
31+ MPH	19	85	0	0	0	0	279	73	456
41+ MPH	0	120	254	260	282	288	127	0	1,331
Total	19	205	254	260	282	288	406	73	1,787

Loxahatchee Groves Elementary, Loxahatchee Groves

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



Loxahatchee Groves Elementary, Loxahatchee Groves



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

ORDINANCE NO. 2024-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 26 – MISCELLANEOUS PROVISIONS AND OFFENSES

ARTICLE I. – GENERAL PROVISIONS.

Sec. 26-1. – Solicitation of employment.

* * *

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

* * *

Secs. 26-3 – 26-10. – Reserved.

ARTICLE II. – SCHOOL ZONE SPEED ENFORCEMENT PROGRAM.

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

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

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

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

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

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

Sec. 26-13. - Program administration.

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

Sec. 26-14. - Program implementation requirements.

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

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

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

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

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

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

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

Sec. 26-16. - Enforcement procedures.

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: November 12, 2024

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

Background: As the Council is aware, the special acts that provided for the duties and other provisions governing the Loxahatchee Groves Water Control District (“District”) became an ordinance of the Town when the District became a dependent district and are set forth in the Town’s Code of Ordinances as Chapter 46 “Special Districts”. To ensure proper drainage in the Town, the safety of its residents, and the protection of both public and private property, the Town must have the ability to address substandard and failing private culverts, to repair, replace, or remove the same if the responsible property owner(s) fails to correct such deficiencies, and to charge the costs of this abatement to the owner. Chapter 46 includes these powers, but is lacking procedures to accomplish the same. Revisions to Chapter 46 include the following: (1) reorganize Chapter 46 to be user friendly; (2) ensure that its procedures and protections for property owners are legally sufficient; (3) include a voluntary culvert special assessment assistance program for residents; (4) removal of “including but not limited to” language; and (5) add other updates (collectively “Culvert Ordinance”). The revised Ordinance attempts to strike a fair balance between (1) providing the Town with adequate tools to address the multitude of situations that may arise that affect drainage and public safety within the Town and (2) protecting private property rights through reasonable regulations and due process protections.

Some of the substantial revisions are highlighted below:

1. Section 46-1 “In general”:
 - a. Subsection (d) - For legal and other purposes, **new** language clarifies the relationship between the Town and the District as it relates to the implementation and enforcement of the Ordinance.
 - b. Subsection (e) - The current ordinance uses certain key words, but does not define those words. **New** language has been added to provide residents clear guidance regarding how these key words are defined.

2. Section 46-2 “General powers of the district”:
 - a. Chapter 46 currently allows for a single entity to represent all property owners who use the same culvert, but it does not address all owners’ responsibilities to maintain the culvert. **New** language requires a maintenance agreement which puts all affected property owners on notice of their responsibilities so the maintenance of the private culvert does not fall on the Town or an unsuspecting property owner.
 - b. **New** language clarifies the district’s authority to require and issue permits for any connections to district works. This authority is pursuant to section 298.28, Florida Statutes.
3. Section 46-3 “Enforcement of drainage work violations”:
 - a. Chapter 46 currently authorizes the District to (1) notify a property owner of a violating culvert (i.e., restricting drainage, not in accordance with uniform standards, not permitted as required by uniform standards); (2) give the owner a set number of days to fix the issue (e.g. 30 days, 60 days); (3) enter the property, if not timely fixed by the owner, and perform the work; and (4) assess the a lien against the property for the costs of the work. **New** language addresses due process protections for property owners such as: proper notice of the violation, the right to appeal the violation before the special magistrate, proper procedures/protections for such appeal, a requirement that owners be given a reasonable amount of time to comply the violation, etc.
 - b. Chapter 46 currently authorizes the District to assess properties when the Town abates a private culvert violation. **New** language provides a more detailed legal basis for such assessments. See subsection (c).
 - c. Chapter 46 currently authorizes the District to address emergency situations but does not include detailed procedures. **New** language provides needed procedures and protections for property owners.
4. Section 46-4 “Financial and additional assessment powers of district”: Subsection (d) of this section provides the Town with a **New** voluntary culvert special assessment assistance program. This program provides a process whereby a property owner may secure financing through the Town via special assessments to help make a culvert replacement financially possible for the owner.

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

ORDINANCE NO. 2024-16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Road maintenance, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

replacing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

(1) Violation found. If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities or the return receipt is not received by the district within ten (10) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

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

a. A public nuisance exists on the land and a brief description of the location and the nuisance;

b. A reasonable time to comply the violation;

c. The owner has ten (10) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;

d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.

e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) Right to appeal; abatement. The Property Owner shall have ten (10) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance, repairs, and/or replacement and charge the owner for the same. If an appeal is not timely requested, the district, may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

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

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

(5) Emergencies. If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency

situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

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

preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) Special Assessments.

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

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

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

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

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

(a) ~~(6)~~ Generally. The board of supervisors, in the exercise of powers pursuant to this division ~~section~~, may establish different special assessment areas within the district according to the

benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.

(b) Uniform Method; collection alternatives. ~~(11)~~All special assessments levied pursuant to this ~~division~~section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this ~~division~~section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.

(c) ~~(9)~~Formal special assessment district procedures. The board of supervisors of the district, in order to carry out any of ~~the its~~ powers set forth in ~~subsections (d)(3) through (6) of this division section,~~ may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

~~(1)a.~~ The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when

said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

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

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

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

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

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

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

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

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

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

(d) *Voluntary Culvert Special Assessment Assistance Program.*

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

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

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

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

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

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

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

“Financing Agreement” means an agreement between the board and the Property Owner providing for the financing of Culvert Improvements and the imposition of a Culvert Assessment against an Assessed Parcel.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

(3) *Initiation of services.* A Property Owner who has been notified by the district that his or her culvert is in violation of this division or otherwise has a culvert in disrepair, may apply to the district using a form approved by the district.

(4) *Application.* The application shall include, at a minimum:

- a. A copy of the deed or other instrument showing the applicant's current ownership of the property.
 - b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by one of the district's competitively procured contractors, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
 - c. The most recent statements for any mortgages encumbering the property.
 - d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.
- (5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:
- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
 - b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.
 - c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
 - d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).
- (6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance

- agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.
- (7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.
- (8) Financing agreement. A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) Maintenance agreement. A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.
- (10) Disbursement. Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:
- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses such as recording fees, credit reports, title searches and other similar expenses. The principal amount of the Culvert Assessment shall include the amount retained.
 - b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however,

that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.

- c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.

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

(12) Funding availability. The board shall determine on an annual basis whether to dedicate funds for the Culvert improvement program in the forthcoming fiscal year. Funds dedicated for such purpose shall be made available to Property Owners on a first-come, first-served basis.

(13) Policies. The board may adopt policies and procedures for the implementation of the voluntary culvert assistance assessment program.

(e) ~~(4)~~Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment, at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and

constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — *Permitting of hauling operations.*~~

~~(1) *Definitions.* The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~*Excavate or excavation* means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. *Excavation* excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~*Haul or hauling* means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) *Application for hauling permit.*~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or~~

~~roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

~~(ii) Type and number of vehicles to be operated.~~

~~(iii) Origin and destinations of hauling load.~~

~~(iv) Description of routes upon which the hauling operation will be conducted.~~

~~(v) Dimensions and maximum total weight of hauling vehicles.~~

~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~

~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~

~~(viii) Approval of the county's engineering department, if required.~~

~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior~~

~~and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

~~(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g) *Dedication of width of certain roads within the district.*~~

~~(1) Improvement of four public roads identified in subsections (g)(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterrupted by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:~~

~~a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.~~

~~b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.~~

~~c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.~~

~~d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.~~

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (ga)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

~~(h)~~ *Roads presumed to be dedicated.*

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (hb)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

~~(i)~~ *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterruptedly for seven years, a maintenance

easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

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

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

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

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

VOTE

ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCILMEMBER	_____
LAURA DANOWSKI, COUNCILMEMBER	_____
ROBERT SHORR, COUNCILMEMBER	_____

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

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

VOTE

ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCILMEMBER	_____
LAURA DANOWSKI, COUNCILMEMBER	_____
ROBERT SHORR, COUNCILMEMBER	_____

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

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

Voted:

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

Voted:

_____ Councilmember Robert Shorr, Seat 4

Voted:

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

VIA: Francine L. Ramaglia, Town Manager

DATE: November 12, 2024

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

Background: At its regular meeting on August 6, 2024, the Town Council directed staff to draft a proposed ordinance authorizing the issuance of civil citations for violations of the Town's Code of Ordinances and Unified Land Development Code. A sample ordinance and penalty schedule were provided for discussion at the September 3, 2024 meeting of the Town Council. As a result, the Town Council directed staff to proceed with drafting an ordinance.

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

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

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

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

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

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

The proposed ordinance provides for a schedule of violations and penalties to be adopted by resolution. The maximum penalty per citation is \$500. It also provides for lower penalties if the respondent does not contest the citation and pays the penalty within the timeframe on the citation. A draft resolution and schedule of violations and penalties is also provided for discussion purposes.

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

Recommendation:

1. Motion to approve *Ordinance No. 2024 – 17* on First Reading.
2. Provide staff direction regarding the schedule of violations and penalties.

ORDINANCE NO. 2024-17

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

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

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

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

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

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

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

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

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

ARTICLE I. – IN GENERAL

* * *

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

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

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

The special magistrate shall have the power to:

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

(c) Definitions.

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

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

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

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

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

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

Sec. 14-16. – Citation procedure.

(a) Issuance. If a code inspector has reasonable cause to believe that a person has violated a code or ordinance of the town, the code inspector shall serve the person with a written warning prior to issuing a citation. The warning shall specify a reasonable time, not to exceed thirty (30) days from the date of issuance of the warning, within which the person must correct the violation. If the violation is not corrected within the deadline provided in the warning, the code inspector may issue a citation to the person.

(b) Circumstances in which warning not required. A code inspector is not required to provide a warning and may immediately issue a citation if a repeat violation is found, or if the code inspector has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(c) Extension. A code inspector may, in his or her discretion and upon a finding of good cause, administratively extend the deadline for corrective action set forth in a warning. The total of any extension(s) granted pursuant to this subsection shall not exceed ninety (90) days from the date of issuance of the warning.

(d) Notice. Warnings and citations shall be served in the manner prescribed by F.S. § 162.12.

(e) Citation form. A citation issued pursuant to this article shall include the following information:

- (1) The date and time of issuance.
- (2) The name and address of the person to whom the citation is issued.
- (3) The date, time, and location where the violation occurred.
- (4) A general statement of the facts supporting reasonable cause.
- (5) The number or section of the ordinance or code violated.

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

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

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

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

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

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

(c) Hearing.

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

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

Sec. 14-18. – Failure to pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Robert Shorr

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Discussion on Approving a Schedule of Violations and Associated Penalties for Civil Citations

Background:

Earlier on this agenda, the Town Council reviewed the proposed Civil Citation Program, which is to be adopted by *Ordinance No. 2024-17*.

The proposed draft resolution is intended to formalize a penalty schedule for identified violations to promote compliance and ensure consistent enforcement.

Recommendation:

Provide staff direction regarding the schedule of violations and penalties to place a Resolution on the December 3, 2024, agenda for approval.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 202__-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____ 202__.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Robert Shorr

Exhibit A

Schedule of Violations and Civil Penalties

VIOLATION	PENALTY*	
	FIRST VIOLATION	REPEAT VIOLATION
<i>Failure to Obtain Required Permit:</i> Any violation of Sec. 05-040, Chapter 5, Code of Ordinances	\$250	\$500
<i>Failure to Comply with Regulations Related to Alcoholic Beverages:</i> Any violation of Chapter 6, Code of Ordinances	\$250	\$500
<i>Failure to Comply with Regulations Related to Conditional Uses:</i> Any violation of Article 80, Part III, Unified Land Development Code (ULDC)	\$250	\$500
<i>Failure to Comply with Livestock Waste Requirements:</i> Any violation of Article II, Chapter 30, Code of Ordinances	\$250	\$500
<i>Improper Disposal of Waste Materials:</i> Any violation of Chapter 38, Code of Ordinances	\$250	\$500
<i>Excessive Noise:</i> Any violation of Sec. 50-010, Chapter 50, Code of Ordinances	\$250	\$500
<i>Failure to Comply with Land Development Regulations:</i> Any violation of Article 6, Part II, ULDC	\$250	\$500
<i>Failure to Maintain Property:</i> Any violation of Sec. 45-010, Part III, ULDC; and Any violation of Articles II and III, Chapter 10, Code of Ordinances	\$250	\$500
<i>Prohibited Vegetation Removal:</i> Any violation of Sec. 87-030, Article 87, Part III, ULDC	\$250	\$500
<i>Prohibited Signs:</i> Any violation of Article 90, Part III, ULDC	\$250	\$500
<i>Failure to Follow Regulations Related to Recreational Vehicles:</i> Any violation of Article 92, Part III, ULDC	\$250	\$500
<p>* For all violations listed in this Table: if paid within the timeframe set forth on the citation, the penalty shall be \$200 for a First Violation and \$450 for a Repeat Violation.</p>		

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Ordinance 2024-14 Second Reading (Ch. 130-035 “Adequacy of Drainage Facilities”)

Background:

At their regular meeting on October 8, 2024, the Town Council on First Reading passed Ordinance 2024-14 pertaining to Unified Land Development Code Section 130-035 regarding the adequacy of drainage facilities.

Presented before you today is the Second Reading of the Ordinance for your review and approval.

Recommendation:

Motion to approve *Ordinance No. 2024 – 14* on Second Reading.

Memorandum

**To: Town Council Members
Francine Ramaglia, Town Manager
Town of Loxahatchee Groves**

**From: Lisa A Tropepe, P.E., Vice President
Engenuity Group, Inc.
Project No. 22138.41**

Date: September 18, 2024

Subject: Revision of Town's Unified Land Development Code Section 130-035. Adequacy of Drainage Facilities.

Overview

This memorandum is to explain the proposed changes to the Town's ULDC Section 130 regarding the stormwater drainage requirements and government mandates for certain improvements with the Town's jurisdiction.

Background

On July 16, 2024, a Town Council Workshop Meeting was held at the Town Hall Council Chambers. The purpose of this workshop was to present a Surface Water Policy Review & Land Development Permitting presentation. Explanations and mandates involving National, State and Town Rules and Regulations were discussed. Short Term and Long-Term Suggestions were made for the Council to consider. Since this was a workshop, only informal direction was given. One of the short-term suggestions that the entire Council appeared to be in agreement, was to pursue a re-write of the Town's Section 130-035. The Town Council directed staff to streamline codes, processes, and permitting while complying with mandated rules from FEMA, NFIP, FDEP and SFWMD.

At the September 3, 2024 Council Meeting, a re-write of Section 130-035 was presented. Council, by consensus, agreed to move forward to first reading with these changes. In addition, three streamlined processes were presented, "**Notification For Minor Fill Activity**", "**Application for Sand Ring Activity**", and an "**Application for Minor Engineering Project**". Modifications were suggested by Council for the "**Notification For Minor Fill Activity**" and have been revised for the next Council meeting.

Justification of Section 130-035 Adequacy of Drainage Facilities

Below is an explanation of each change by paragraph:

- (1) The standard for Private Drives is typically less than that for Public Roads. For example, SFWMD uses the 5-year, 1-day event for roadways that are not otherwise governed by higher storm event standards. This section is revised to distinguish that residential uses do not have to meet this standard.
- (2) Under the revised criteria a 10-year, three-day storm event is contained or detained consistent with South Florida Water Management District (SFWMD) criteria. Previously the code required containment or detention of the 25-year, 3-day storm event which is superfluous to SFWMD criteria. Recognizing that limiting discharge is acceptable under SFWMD criteria where neighboring property easements exist or are proposed, this section prohibits any such discharges that create adverse impacts on the neighboring property.
- (3) Replaced submittal requirements stated are the minimum that would be needed to evaluate the adequacy of the proposed drainage system. The last sentence references the FAC criteria for no net floodplain encroachment.
- (4) Finished floor criteria is stated to ensure applicants are aware that there are multiple governing criteria in setting the elevation of building structures. The revised section includes reference to the Florida Building Code criteria which is usually the driving criteria.
- (5) Off-site discharge criteria have been revised in this section to be based on the 10-year, 3-day storm event (versus previously based on the 25-year, 3-day storm event) consistent with SFWMD criteria.
- (6) It goes without saying that all roof runoff shall be detained on-site as the previous language in this section stated. This revised section now states the Town's encouragement to use side and rear lot line swales to meet the revised criteria stated in sections 1 through 5; without impeding established existing surface flows.
- (7) Pipe sizing is typically done using the revised methodology stated; as defined by the Florida Department of Transportation.
- (8) The purpose of this item is to ensure that the smaller lots within the unrecorded plats, such as the ones on San Diego drive and Los Angeles Drive, are providing the required drainage infrastructure that was shown on the original unrecorded plats. The original plats showed drainage canals/ditches that have been filled in or fallen into disrepair over time. This code section will ensure that the owners are required to either restore the portion of this infrastructure on their land or to provide an alternate design to ensure drainage can be accommodated.
- (9) This section is unchanged from current section 8.
- (10) This section is unchanged from current section 9.

Recommendations

Council shall review and comment on the changes that were made per their direction.

A second reading will be necessary to ultimately codify Section 130-035. Since permitting processes are ongoing and in accordance with the existing code, there is a sense of urgency to make these streamlined modifications as soon as possible.

Staff would recommend the following:

1. Approve the changes to Section 130-035 to move forward to second reading
2. Approve the streamlined forms and processes of the three initiatives, "Notification For Minor Fill Activity", "Application for Sand Ring Activity", and an "Application for Minor Engineering Project".

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 130-035 “ADEQUACY OF DRAINAGE FACILITIES,” OF ARTICLE 130 “CONCURRENCY REVIEWS” OF PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” OF THE UNIFIED LAND DEVELOPMENT CODE TO UPDATE STANDARDS FOR DRAINAGE SYSTEMS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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 adopt land development regulations within the Town; and

WHEREAS, on July 16, 2024, the Town Council held a public workshop on the topics of surface water policy and permitting relative to stormwater drainage systems; and

WHEREAS, at its regular meeting on September 3, 2024, the Town Council determined the need for revisions to Section 130-035 of the Town’s Unified Land Development Code, to update and simplify the standards for stormwater drainage systems within the Town; and

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

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

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

Section 2. Section 130-035 “Adequacy of drainage facilities” of Article 130 “Concurrent Review” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Section 130-035. Adequacy of drainage facilities.

(A) Level of service. As consistent with the Loxahatchee Groves Comprehensive Plan, the minimum design criteria and the standard to assess adequacy of service for drainage systems in the Town are as follows:

(1) Minimum roadway and parking lot elevations for non-residential uses shall be at least at the highest elevation that may occur at the peak of the 10-year, one-day storm event;

(2) For storm events less than the 10-year, three-day storm event, site discharge may not overflow into any adjacent property, unless a permanent drainage easement is obtained. Adverse impacts to neighboring properties generated by post-development runoff is prohibited.

~~(2) Minimum site perimeter elevations shall be at least the 25-year, three-day stage. Site runoff up to such stage level may not overflow into any adjacent property, unless a permanent drainage easement is obtained;~~

(3) Runoff containment (dry or wet retention/detention), stage versus storage, stage versus discharge, water quality and flood routing calculations for the 10-year, three-day and 100-year, three-day storm events for the site shall be submitted with the site development plans. Calculations shall be prepared in accordance with FAC 62-330, per Florida Department of Environmental Protection (FDEP). Water quality criteria as defined by South Florida Water Management District (SFWMD)/FDEP shall be demonstrated in the plans and calculations. No net floodplain encroachment shall be allowed without compensating storage per FAC 40E-41.263.

~~(3) Dry or wet retention/detention, stage versus storage, stage versus discharge and flood routing calculations for the 10-year, one-day; 25-year, three-day; and 100-year, three-day storm events for the site shall be submitted with the site development plans;~~

(4) Building floor elevations shall be at or above the 100-year flood elevation as determined by calculations following the latest SFWMD methodology, or at least one foot above the flood elevation as determined by the Federal Flood Insurance Rate Maps applied to the Florida Building Code criteria, whichever is greater.

~~(4) Building floor elevations shall be at or above the 100-year flood elevation, as determined from the Federal Flood Insurance Rate Maps or calculations following the latest South Florida Water Management District (SFWMD) methodology, whichever is greater;~~

(5) Off-site discharge shall be limited to the allowable discharge for the C-51 Basin criteria (27 cubic feet per second per square mile) (CSM) for the 10-year, three-day storm event) established by SFWMD. Alternately, the allowable discharge rate may be determined by the minimum allowable bleeder criteria, or predevelopment versus post development criteria as defined by SFWMD.

~~(5) Off-site discharge shall be limited to pre-development runoff based on the 25-year, three day storm event calculated by SFWMD methods;~~

(6) The Town encourages the use of side and rear lot line swales to meet the above criteria. Any historically shared drainage swales or ditches with neighboring properties shall remain unaltered and must be documented by a recorded drainage easement. If proposed development impedes any historical drainage swale/ditch, redirection of flow shall be considered and approved at the discretion of the Town Engineer on a case-by-case basis.

~~(6) All roof runoff shall be detained on site.~~

(7) Storm sewers, for non-residential properties, shall be designed to convey the three-year, Zone 10 rainfall intensity defined by the Florida Department of Transportation.

~~(7) Storm sewers shall be designed to convey the five-year, one-day storm event.~~

(8) For any proposed development of land within unrecorded plats, the owner/developer shall either re-establish the required historical drainage infrastructure, or demonstrate that an alternate, equivalent drainage system is provided. Development of a primary residential structure on these lots shall provide compensating storage per Florida Administrative Code section 40E-41.263, but is exempt from state environmental resource permitting requirements per section 403.813(1), Florida Statutes.

~~(8)~~ (9) Prior to discharge to surface or groundwater, Best Management Practices (BMPS) of SFWMD shall be used to reduce pollutant loading from storm water runoff from non-agricultural uses.

~~(9)~~ (10) Prior to discharge to surface or groundwater, best management practices of the Department of Environmental Protection and United States Department of Agriculture shall be used to reduce pollutant loading from stormwater run-off from agricultural uses.

(B) All storm water management facilities in the Town shall be designed in accordance with the South Florida Water Management District criteria and with Loxahatchee Groves Water Control District criteria, when applicable.

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

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such

unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __DAY OF _____, 2024.

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

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

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

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr

Notification Processing Number: _____ Date Application Received: _____

Application Fee Paid: \$ _____

Supporting information only (Fee not required if the application is in conjunction with a Building Permit or Land Development permit application (# _____))

TOWN OF LOXAHATCHEE GROVES
NOTIFICATION FOR MINOR FILL ACTIVITY - FORM
(Not within the Floodplain)

GENERAL INFORMATION:

Applicant's Name: _____

Applicant's Address: _____

Phone: _____ Alternate Phone: _____

Email: _____

Site Activity Address: _____, Loxahatchee Groves, FL _____

Owner's Name(s): _____

Property Size: _____

Requested Fill Volume* (Cubic Yards): _____

Type of clean fill material to be used (Not allowed, e.g., food garbage, trash, hazardous materials): _____

Purpose of the activity, see Guide for definitions (Choose the following):

- Field Nursery
- Replenish eroded soils/ground cover
- Sepsic tank and drain field repair
- Other _____
- Tree planting/landscaping in private property
- Routine maintenance activities
- Installation of lawn sprinklers and repairs

Start date _____

Indicate duration to complete the activity _____ months. (Max time allowed is 24 months)

Will there be any clearing of vegetation, or removal/relocation of trees? (Please circle one): Yes / No
(Note: A permit for tree removal/relocation and land clearing may be needed.)

*Maximum requested fill volume = 20 c.y. per every 1.25 acre Example: 80 c.y. per 5 acre. See Notification of Fill Activity Guide

REQUIRED – ATTACH COPIES OF THE FOLLOWING:

- Map showing the proposed maintenance areas (Go to PBC MyGeoNav to find the map that shows the floodplain areas, and then identify the proposed maintenance areas on that map)

- Topographic Survey (only if applicable)

DRAFT

TOWN OF LOXAHATCHEE GROVES
NOTIFICATION FOR MINOR FILL ACTIVITY - AFFIDAVIT
(Not within the Floodplain)

AFFIDAVIT

I HEREBY CERTIFY THAT ALL THE INFORMATION IN THIS TOWN OF LOXAHATCHEE GROVES NOTIFICATION FOR MINOR FILL ACTIVITY (“Notification”) IS TRUE AND CORRECT.

Before me, the undersigned authority, personally appeared _____ who being duly sworn says:

As witnessed by my signature, I hereby affirm that I am the owner or authorized agent of the owner of the property located at _____ (the “Property”).

I hereby certify that all of the following are true with respect to the Property: (1) that the minor fill activity described in this Notification will be limited to maintenance, repair, and/or replenishment of existing fill; (2) that the described minor fill activity will not occur in a floodplain ~~or easement~~; (3) that the described minor fill activity will not adversely affect neighboring property; and (4); that the described minor fill activity will not alter the existing grade by more than one (1) inch.

I assume full responsibility as the owner of the Property (or the authorized agent) and will be personally responsible for ensuring compliance with this Affidavit.

Signature of Owner (or Authorized Agent)

Print Name

State of Florida

County of _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, on this _____, by _____ who is personally known to me or who has produced a valid driver's license as identification and who did take an oath.

Notary Public

Print Name

My Commission Expires: _____

{Notarial Seal}

ENGINEERING/FLOODPLAIN ADMINISTRATOR REVIEW:

APPROVED: _____ DENIED: _____

Signature: _____ Date: _____

Town Engineer/Floodplain Mgr.

Exp. Date: _____

SUBMIT TO: Loxahatchee Groves Town Hall – 155 F Road, Loxahatchee Groves, FL 33470

Comments: **See Conditions of Approval.**

DRAFT

TOWN OF LOXAHATCHEE GROVES

NOTIFICATION FOR MINOR FILL ACTIVITY - GUIDE

(Not within the Floodplain)

FOR MAINTENANCE/REPAIR/REPLENISH ACTIVITY INVOLVING CLEAN FILL OUTSIDE OF A FLOODPLAIN REQUIRES A NOTIFICATION ~~IN ACCORDANCE WITH TOWN OF LOXAHATCHEE GROVES ORDINANCE NO. —~~.

THE FOLLOWING ARE EXAMPLES OF ACTIVITIES THAT REQUIRE A NOTIFICATION:

- Field Nursery: to replenish lost soil that was part of the root ball of trees sold and excavated in standard course of field nursey business.
- Septic tank and drain field repair.
- Tree planting/landscaping/gardening within private property.
- Routine maintenance activities such as:
 - Maintenance fill for an existing horse arena.
 - Maintenance fill for an existing stall for a farm animal.
 - Driveway/walkway maintenance.
- Installation of lawn sprinklers and repairs.
- Storing fill on property for future maintenance activity

DEFINITIONS:

Clean Fill – Dirt, topsoil, gravel, sand, rubble no larger than 3 inches in any dimension. (Food garbage, trash, hazardous materials not allowed)

Minor Fill Amount – 20 cubic yards of clean fill for every 1.25 acres of property that is:

- Not within a floodplain
- ~~Not within an easement~~
- Does not adversely impact adjacent properties
- Does not alter the existing grade by more than 1 inch

Minor Fill Duration – This notification is valid for 24 months and cannot be resubmitted until after that time period has passed.

Field Nursery – A nursery production practice in which plants are grown in the ground.

Example (using a 20cy truck only)

Property size (acres)	Maximum fill amount (cubic yards)
1.0	16
1.25	20 (1 truck)
5.0	80 (4 trucks)
10.0	160 (8 trucks)

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Discussion on Water Control Plan Update / Assessment Methodology

Background:

The Water Control Plan (WCP) serves as the primary operational document for the District, governing drainage and water control activities. The WCP requires a formal review every five years; however, the last amendment occurred in 2018, and no review has been conducted since the District's merger with the Town.

The District has encountered several challenges related to drainage systems in areas with non-conforming lots, boundary changes, and properties with unique drainage conditions, such as the Duck Puddle property. These issues, along with an increasing number of roads and subdivisions now maintained by the District/Town, have prompted the need for a comprehensive evaluation and update to the WCP.

In addition, the timing of this review is advantageous, allowing the District to incorporate previous studies from the early 2000s, results from the Vulnerability Assessment currently being conducted under the Resilient Florida program, and strategic improvements outlined in the Town's Comprehensive Capital Improvement Plan and Local Mitigation Strategy Program, which include significant drainage system upgrades.

Recommendation:

Council input and direction with regard to review and update of the Water Control Plan (WCP) for the Loxahatchee Groves Water Control District. This process will ensure that the WCP reflects the District's expanded jurisdiction, addresses drainage system challenges, and aligns with current Town initiatives and studies.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



EXECUTIVE SUMMARY

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: November 12, 2024

SUBJECT: Discussion on Water Control Plan Update / Assessment Methodology

Summary:

The Loxahatchee Groves Water Control District (the “District”) operates under Chapter 298, Florida Statutes, and is responsible for drainage and water control within the Town. The Water Control Plan (WCP), the District’s primary operating document, mandates a formal review every five years. The last amendment occurred in 2018, and no review has been conducted since the District merged with the Town. Several issues have since arisen that necessitate evaluation and potential amendments to the WCP.

The timing for updating the WCP is ideal as it allows for not only the incorporation of studies conducted in the early 2000s but also the inclusion of available results from the ongoing Vulnerability Assessment being performed under the Resilient Florida program. Additionally, the District has developed a Comprehensive Capital Improvement Plan and outlined a Local Mitigation Strategy Program, which includes significant drainage system improvements. Finally, the Town has received a Rural Designation from the State of Florida as well as appropriations to move forward with updating culverts, catch basins and other control structures. Updating the WCP will help align these strategic plans with the Town’s long-term water control needs. Vulnerability Assessment being performed under the Resilient Florida program. Additionally, the District has developed a Comprehensive Capital Improvement Plan and outlined a Local Mitigation Strategy Program, which includes significant drainage system improvements. Updating the WCP will help align these strategic plans with the Town’s long-term water control needs.

Key changes include the District boundaries becoming coterminous with the Town’s boundaries. This means the District services areas outside of its previous jurisdictional boundaries, and the nature of those services differs, as access to these properties is not directly onto roads maintained by the District/Town. This shift requires a review of the services provided to these properties and an evaluation of whether the current service levels and assessments remain appropriate.

Additionally, the Duck Puddle property, located on the western edge of the District, presents unique challenges. The Duck Puddle property is different from other areas within the District, not only in size and use but mainly because it withdraws water from the District's system without returning it. The WCP needs to address whether the current service levels and assessment methodology are appropriate for this property.

Another key issue involves maintaining drainage systems in areas with non-conforming lots, which are typically smaller than five acres and often lack a maintenance entity for their drainage systems. These lots, created by unrecorded subdivisions, come in various shapes and sizes. Dealing with drainage solutions and retrofitting neglected or removed drainage conveyances needs to be evaluated, as their impact on the functionality of the entire system is significant. The responsibility for drainage in these areas often falls on individual property owners, leading to impeded water flow and increased flooding during heavy rains. This has been partially addressed through the amendment of Chapter 46 and the allocation of \$150,000 for a matching grant program, but a more comprehensive solution is necessary.

A potential solution is the creation of an enhanced drainage assessment to fund necessary improvements, allowing affected property owners to pay over time. The District plans to adopt a resolution to collect these assessments via the uniform tax bill, targeting implementation for the 2026 tax year. This process involves reviewing the WCP, consulting with the South Florida Water Management District (SFWMD), and holding public hearings to finalize the plan.

Key Points:

1. **WCP Review Needed:** The Water Control Plan (WCP) has not been reviewed since the District merged with the Town, and a review and potential amendment are necessary. The timing is favorable to incorporate both early 2000s studies and the results of the Vulnerability Assessment from the Resilient Florida program, as well as align with the Comprehensive Capital Improvement Plan and Local Mitigation Strategy Program, which includes drainage system improvements.
2. **Changes to District Boundaries:** The District boundaries now align with the Town's boundaries, and the WCP must reflect changes in service levels and assessments for properties outside the original District. The District now services areas outside of its previous jurisdiction, where access to properties is not directly onto roads maintained by the District/Town.
3. **Duck Puddle Property:** The Duck Puddle property on the western edge of the District is different from other areas, as it withdraws water from District waters without returning it. The impact on the drainage system, service levels, and assessment methodology for the Duck Puddle property needs to be evaluated.

4. **Drainage Issues in Non-conforming Lots:** Non-conforming lots created by unrecorded subdivisions come in various shapes and sizes and lack drainage system maintenance, leading to water flow problems and flooding. Dealing with these drainage issues and retrofitting neglected or removed drainage conveyances must be evaluated for their impact on the overall system.
5. **Current Efforts:** The District Board has amended Chapter 46 to address drainage nuisances and allocated \$150,000 for small-scale drainage solutions through a matching grant program.
6. **Enhanced Drainage Assessment:** A comprehensive solution may involve the implementation of an enhanced drainage assessment, allowing affected properties to fund drainage improvements gradually through assessments.
7. **Assessment Process:** The District must adopt a resolution by March 1, 2025, to collect assessments via the uniform tax bill, with public hearings and a cost-benefit analysis guiding the process.
8. **Next Steps:** Staff will secure agreements with the property appraiser and tax collector, review and amend the WCP, and proceed with the public hearing process for adoption by March/April 2025.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, Public Works Director

DATE: November 12, 2024

SUBJECT: Discussion on Road & Drainage Update

Background:

The recent rain events followed by the named storms and tornadic activity has changed some of the public works timelines and scheduled work for the past 2 months or more and continues to do so.

We are currently in process of:

- FEMA reimbursements and potential mitigation projects
- Evaluating subdivision drainage retrofits, focusing on approximately 100+/- locations throughout Town
- Preparing bid and RFP documents for culvert and catch basin program, road paving for A & Collecting Canal (still in process of obtaining easements), turnkey contract for the intersection at F and Collecting Canal
- Completing roadway prep work for A & Collecting Canal
- Preparing all contracts and/or piggybacks for anticipated annual spending of \$25,000 or more with single vendors
- Renewing existing/obtaining updated public works piggybacks with County, Wellington, Palm Beach Gardens and Boynton Beach
- Developing rural roadway standards to update code
- Finalizing camera program for implementation
- Drafting letters to PSC re FPL, Comcast and ATT
- Mapping easements and ROW throughout Town

We will have timelines for all solicitations at the December 3rd meeting.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: November 12, 2024
SUBJECT: Discussion on Future Agenda Items

Please see the tentative schedule for future agenda items that have been scheduled through February 2025.

Additionally, included is the calendar of meetings and events for the month of November 2024 and December 2024.

Recommendation:

Review, discuss and direct staff.

**TOWN OF LOXAHATCHEE GROVES
AGENDA ITEM DETAIL & SCHEDULE
Nov. 2024 - Feb. 2025**

Consolidated List

Agenda Item Detail

Item No.	Topic:	Agenda Item Location:	Agenda Item:	Staff Member:	Attorney's Office:	Consultant Review Required:	12/3/2024	Jan. 2025	Feb. 2025	Reoccurring:
	Ordinance	Public Hearing	Ordinance on ULDC Updates (part I-Historical Legacy/Vested Rights)	Project Coordinator			Discussion	First Reading	Second Reading	
	Ordinance	Public Hearing	Ordinance on Abandoned Property Code	Building Official			Discussion	First Reading	X	February
	Administrative	Discussion	Discussion of Roadway and Drainage	Public Works Director			X	X	X	Monthly Item
	Administrative	Discussion	Discussion & Direction on SOD Farm Agreement	Project Coordinator			Discussion	Approval		
	Ordinance	Public Hearing	Code Compliance Complaint Reporting Requirements	Building Official			First Reading	Second Reading		
	Ordinance	Public Hearing	Ordinance on Travel Policy	Project Coordinator			First Reading	Second Reading		
	Administrative	Regular	Annual District Landowners meeting	Town Manager & Project Coordinator			X			April & December
	Administrative	Regular	Creation of Unit 2 for subdivision infrastructure	Town Manager & Project Coordinator		Public Works Director & Engineer	X			
	Administrative	Regular	Culverts / District Procedures - Related Policy for 50/50 Cost Share (Section 46)	Project Coordinator			Adopt			
	Administrative	Discussion	Discussion of LPR/Camera Program Policy	Public Works Director			Discussion			
	Administrative	Regular	District / Town Interlocal Agreement re Powers (Section 46)	Project Coordinator			Adopt			
	Administrative	Regular	Health Insurance Renewal	HR / Grants / Contracts Coordinator			Consent			
	Ordinance	Public Hearing	Ordinance on School Traffic Zones (Redspeed)	Town Manager			Second Reading			
	Resolution	Regular	Redspeed Contract	Town Manager			X			
	Ordinance	Public Hearing	Ordinance on Civil Citations	Town Manager			Second Reading			
	Ordinance	Public Hearing	Ordinance on Culverts / District Procedures (Section 46)	Project Coordinator		R. Gallant	Second Reading			
	Administrative	Consent	Piggyback Contract for Red Speed for school zones (traffic calming)	Town Manager			Approval			
	Legislative	Regular	Resolution Adopting Engineering Standards / District Standards	Public Works Director			Adopt			
	Administrative	Consent	Resolution on Accounting Service Contract	Project Coordinator			Approval			
	Administrative	Regular	Resolution on Travel Policy	Project Coordinator			X			
	Administrative	Regular	Resolution on PBC Piggyback Contract for Wynn & Sons	Public Works Director			X			
	Legislative	Consent	Resolution on the Town's Approval of the Interlocal Agreement w/ the District for Drainage Works Nuisance Abatement Services				X			
	Administrative	Consent	Resolution: Laserfiche Contract	Town Clerk			X			



NOVEMBER



Item 24.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 9AM – Special Magistrate	5	6	7 LEGISLATIVE POLICY COMMITTEES	8	9 11AM – 4PM Veterans, Founders and Family Event
10	11 Veterans Day TOWN HALL CLOSED	12 6PM - TOWN COUNCIL	13	14 6PM - ULDC Meeting	15	16
17	18 6PM - Agritourism Committee Meeting	19	20 9AM – Special Magistrate	21	22	23
24	25	26	27 12PM – Palm Beach League General Membership Meeting	28 THANKSGIVING DAY TOWN HALL CLOSED	29	30





Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6PM – TOWN COUNCIL	4	5 FLC Legislative Conference	6	7
8	9	10	11	12	13 11AM – PBC League Holiday Networking BBQ Event	14
15	16	17	18 9AM – Special Magistrate Hearing	19	20	21
22	23	24 CHRISTMAS EVE TOWN HALL CLOSED	25 CHRISTMAS DAY	26 10 AM- Development Review Meeting	27	28
29	30	31				

