

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA AMENDED

JULY 02, 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)

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

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

Administration

Town Manager, Francine L. Ramaglia

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

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 6:00 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.](#) Legislative Update by Palm Beach County Commissioner Sara Baxter
- [2.](#) Presentation on Volunteer Opportunities within the Junior Achievement of the Palm Beaches & Treasure Coast by Katelyn Bates, Director of 3DE and Volunteer Engagement
- [3.](#) Presentation on the My Government Online "MGO" Program by Gina Lawrence-Halpern, Software Specialist

CONSENT AGENDA

- [4.](#) Approval on **Resolution No. 2024-46**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR THE SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.
- [5.](#) Approval on **Resolution No. 2024-42**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PARTICIPATION AGREEMENT TO INTERLOCAL AGREEMENT WITH THE SCHOOL DISTRICT OF PALM BEACH COUNTY, PALM BEACH COUNTY, AND MUNICIPALITIES IN PALM BEACH COUNTY FOR COORDINATED PLANNING; AND PROVIDING FOR AN EFFECTIVE DATE.

- [6.](#) Approval on **Resolution No. 2024-48**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COMPLETE CITIES PLANNING GROUP FOR LONG RANGE PLANNING AND DEVELOPEMNT REVIEW SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- [7.](#) Approval on **Resolution No. 2024-21 Corrected**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETINGS DATES FOR APRIL TO DECEMBER 2024; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
- [8.](#) Approval on **Resolution No. 2024-20**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
- [9.](#) Approval to Modify the Agreement with Southeast Guardrails Highway Attenuators, LLC

REGULAR AGENDA

- [10.](#) Overview of FY24-25 Budget

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

- [11.](#) Approval on **Resolution No. 2024-DD04**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECONVENE TOWN COUNCIL MEETING

12. Approval on **Resolution No. 2024-43**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
13. Approval on **Resolution No. 2024-44**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2024/2025; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2024/2025; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024/2025 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
14. Discussion on Town Council's Participation on Government Committees/Voting Delegates and Approval on **Resolution No. 2024-47**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

15. Consideration of **Ordinance No. 2024-06** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 "ADMINISTRATION", ARTICLE VII "TOWN ADVISORY BOARDS" TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

- [16.](#) Consideration of **Ordinance No. 2024-04** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
- [17.](#) Approval on **Resolution No. 2024-45**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 DATA AND ANALYSIS; AND PROVIDING FOR AN EFFECTIVE DATE.
- [18.](#) Approval of **Ordinance No. 2024-01** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 GOALS, OBJECTIVES AND POLICIES DOCUMENT, INCLUDING THE FOLLOWING GOALS, OBJECTIVES AND POLICIES AMENDMENTS TO THE LOXAHATCHEE GROVES COMPREHENSIVE PLAN: ADDITION OF INTRODUCTION AND PROPERTY RIGHTS ELEMENTS; DELETION OF THE PUBLIC SCHOOL FACILITIES ELEMENT; AND AMENDMENTS TO THE FUTURE LAND USE, TRANSPORTATION, INFRASTRUCTURE, CONSERVATION, RECREATION AND OPEN SPACE, HOUSING, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS. AMENDMENTS ARE MADE TO INCORPORATE REVISIONS REQUIRED BY THE TOWN'S PERIODIC EVALUATION AND APPRAISAL REPORT; PROVIDING FOR SUBMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DISCUSSION

- [19.](#) Discussion on Recreational Vehicle Ordinance
- [20.](#) Discussion on Adopting a Policy for Reimbursement of Attorney's Fees
- [21.](#) Updates, Items of Interest and Future Agenda Items

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2)

Councilmember Phillis Maniglia (Seat 1)

Councilmember Robert Shorr (Seat 4)

Vice Mayor Marge 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.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Presentation - Legislative Update by Sara Baxter, PBC Commissioner

Background:

Palm Beach County Commissioner Sara Baxter will provide a legislative update and who will be joined by Kasey Denny, PBC Legislative Affairs Director and Joe LaFauci, Aide to Commissioner Baxter.

Recommendation:

No action.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Presentation - Volunteer Opportunities within the Junior Achievement of the Palm Beaches & Treasure Coast by Katelyn Bates, Director of 3DE and Volunteer Engagement

Background:

Director Bates of the Palm Beaches & Treasure Coast will provide a presentation on volunteer opportunities within their Junior Achievement program.

Recommendation:

No action.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Presentation – My Government Online “MGO” Program by Gina Lawrence-Halpern, Software Specialist

Background:

Gina Lawrence, Software Specialist, for My Government Online will provide a presentation on the Jurisdiction Software Suite that includes Permits & Licensing, Solution Center, Planning & Zoning, Public Works and more.

The contract is on the consent agenda for approval.

Recommendation :

No action.

MGDO

MY

GovernmentOnline

CREATED BY GOVERNMENT FOR GOVERNMENT

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



PERMITS & LICENSING

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



PLANNING & ZONING

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



SOLUTION CENTER / 311

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



PUBLIC WORKS

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

Framework not a Singular Module

All Functions are a set of Shared Libraries or Classes

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

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

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

Can be modified by writing additional code

Rests Upon a Centralized Database Platform Creating
One Common System

Offered as SAAS. Unlimited user accounts with Role Based Permissions



WHO WE ARE

01

South Central Planning &
Development Commission
(SCPDC)

02

We are **NOT** a private
company

03

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

About Our Software

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

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

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

Inspector Weekly Report

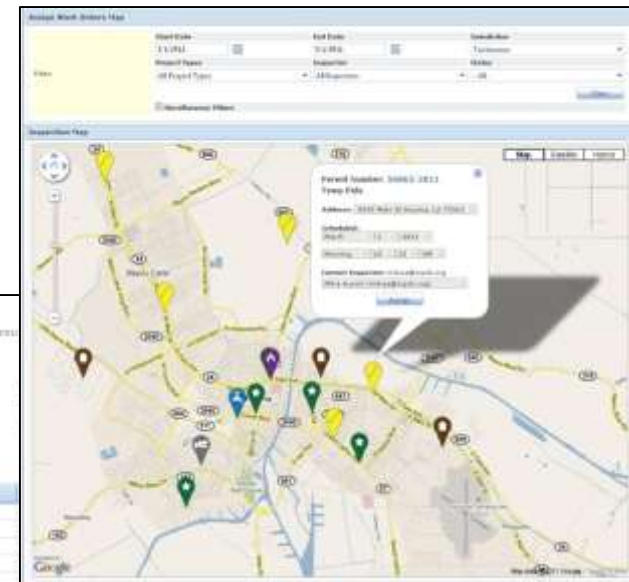
Inspector: Tony Brown

Week In Summary:

Number of Inspections: 10
Number Passed: 8
Number Failed: 2
Average Number of Inspections: 10
Median: 10

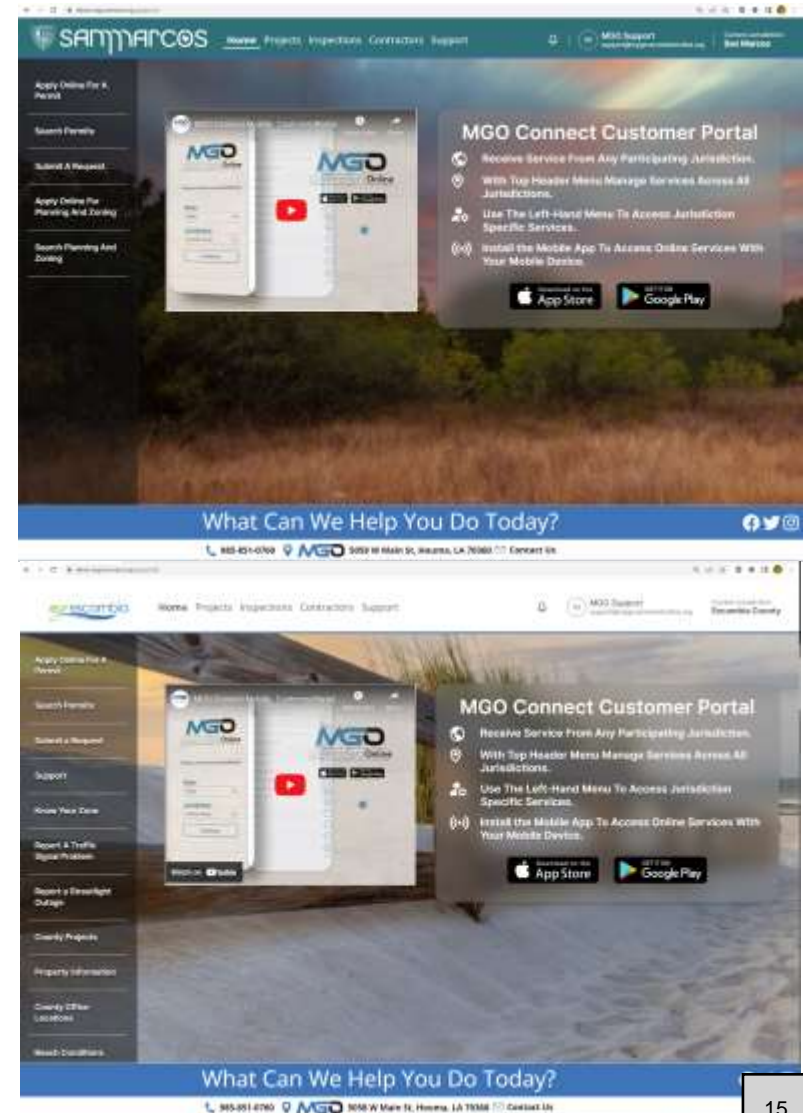
Week In Detail:

| Date | # of Inspections | # Passed |
|------------|------------------|----------|
| 11/12/2009 | 1 | 1 |
| 11/13/2009 | 2 | 1 |
| 11/14/2009 | 8 | 7 |
| 11/15/2009 | 5 | 4 |
| 11/16/2009 | 4 | 3 |



MGO Connect Customer Portal

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





'WORK ORDER LIST' QUEUE

01

Similar Functionality to the Inspection Anywhere Queue

02

New From and To Date Filtering

03

New Mapping Functionality

04

New Routing / Route Optimization Functionality

Work Orders

Date From: Sep 6, 2022 Date To: Sep 16, 2022 Date Default: 30 days past

Inspector: Augustus Who Filter

Columns: W.O. # Ins. Type Project # MGO Desc. Address Requestor Sched Notes

| W.O. # | Ins. Type | Project # MGO | Desc. | Address | Requestor | Sched | Notes |
|----------|--------------------------|----------------|---------------------------------------|--------------------|--------------|------------------|-------|
| 18506007 | Building Final | 1-2023-09-1024 | New residential shed construction | 295 Ziegler Avenue | Augustus Who | 09/08/2022 22:30 | |
| 18506008 | Block and Tie Inspection | 1-2023-09-1025 | New foundation and blocks | 8058 West Main Ave | Augustus Who | 09/08/2022 21:00 | |
| 18506026 | Foundation Inspection | 1-2023-09-1022 | Slab for back decking and pool | 2934 Banow St | Augustus Who | 09/08/2022 21:00 | |
| 18506034 | Footing Inspection | 1-2023-09-1023 | Commercial office building foundation | 123 Linda Ann | Augustus Who | 09/08/2022 22:00 | |

Showing 1 to 4 of 4 entries 1 100

NEW 'WORK ORDER MORE' TAB

01

Similar functionality as the 'Inspection' Tab in Inspection Anywhere

02

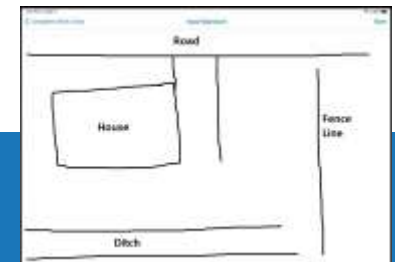
Inspection Checklist Section

03

Project Checklist Sections

04

Signature/Drawing Pad



'WORK ORDER LIST' ROUTING FEATURE

All Work Orders Appear

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

Route

1. Repair Tree Damage
Address: 1381 SAINT CHARLES ST
Status: In Progress

2. Repair Tree Damage
Address: 1381 SAINT CHARLES ST
Status: In Progress

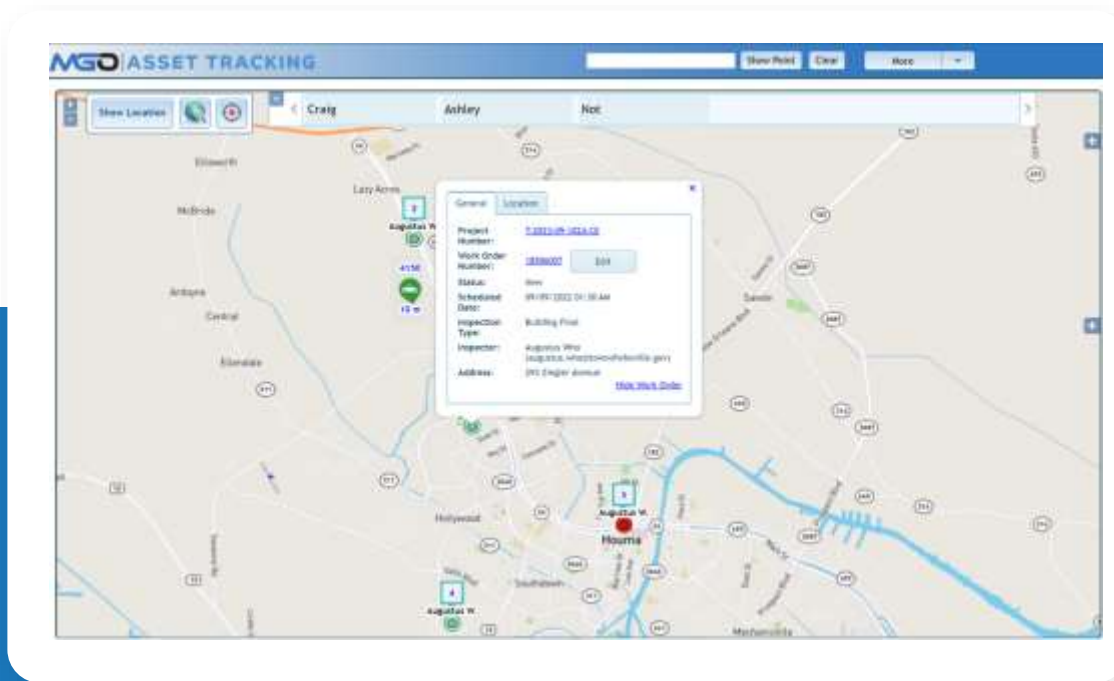
3. Repair Tree Damage
Address: 1381 SAINT CHARLES ST
Status: In Progress

4. Repair Tree Damage
Address: 1381 SAINT CHARLES ST
Status: In Progress

Selected Work Orders

| ID | Name | Project # | Status | Address | Requester | Subject | Notes |
|---------|--------------------|-----------|-------------|-----------------------|-------------------|----------------------|------------------|
| 3349463 | Repair Tree Damage | 3022-49 | In Progress | 1381 SAINT CHARLES ST | Requester: Eileen | Subject: Tree Damage | 09/09/2022 07:36 |
| 3349467 | Repair Tree Damage | 3022-49 | In Progress | 1381 SAINT CHARLES ST | Requester: Eileen | Subject: Tree Damage | 09/09/2022 08:00 |
| 3349468 | Tree Damage | 3022-49 | In Progress | 1381 SAINT CHARLES ST | Requester: Eileen | Subject: Tree Damage | 09/09/2022 11:39 |
| 3349469 | Tree Damage | 3022-49 | In Progress | 1381 SAINT CHARLES ST | Requester: Eileen | Subject: Tree Damage | 09/09/2022 11:39 |

'WORK ORDER LIST' MAP FEATURE

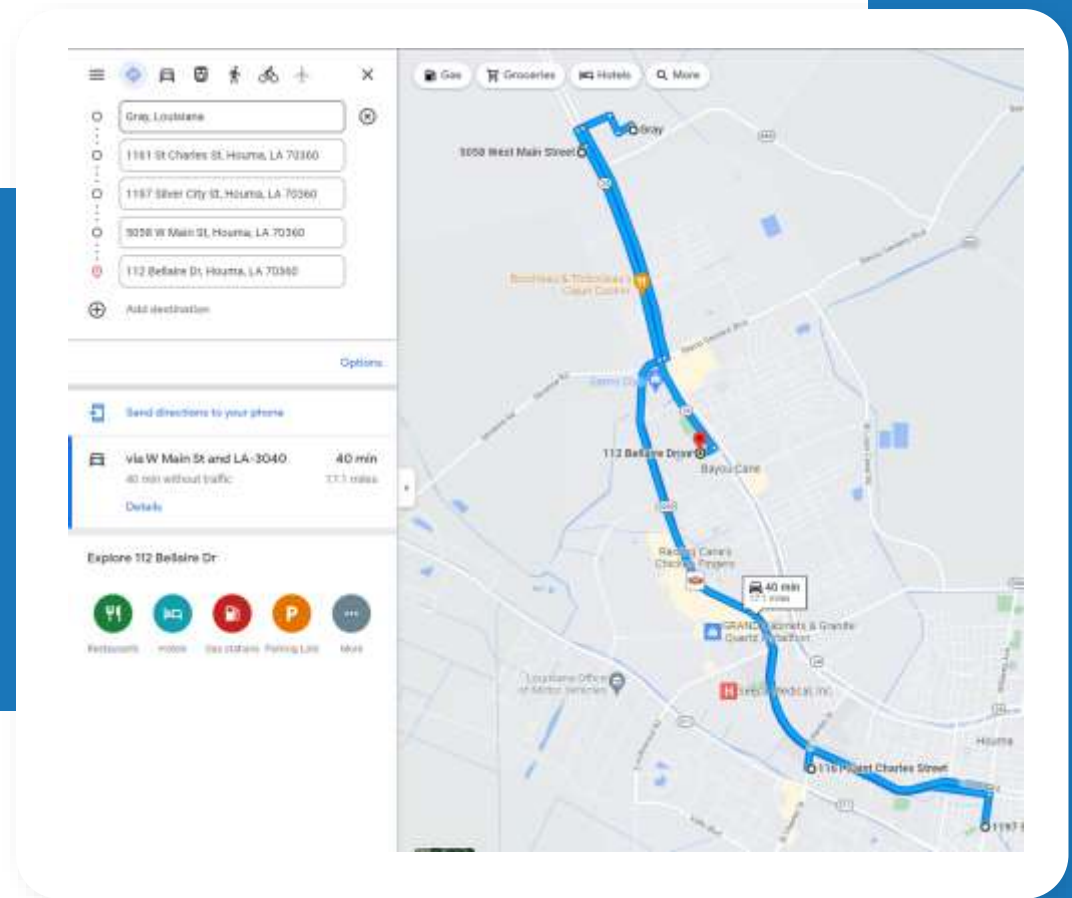



All Work Orders Appear

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



WORK ORDER LIST' ROUTING FEATURE CONTINUED

- Directions Based on Order



T-2023-08-1013-CE 

Block and Tie Inspection


 30/08/2022  03:00 PM


Work Order Number 18455613


Work Order Status
Completed

Address
131 Candycane Lane






Show Details >




 Uploads

 Contact

 Notes 3

Task in Progress ☐



 Overview  Time  Tasks  Notifications  More



9:41   

← Tasks Info Next →

T-2023-08-1013-CE

Inspection Type
Block and Tie Inspection

Scheduled Date & Time Start
 30/08/2022  03:00 PM


Scheduled Date & Time End
 30/08/2022  04:00 PM


Work Order Number 18455613






Work Order Status
Completed

Inspector
Not Assigned

Notes
Type your first note

 Update

 Work Order History

 Overview  Time  Tasks  Notifications  More

9:41   

← Back Uploads Next →



Uploaded By Augustus Who

Date Uploaded 9/14/2022 1:18 PM




File Size 5.1 Mb

Other Files

- Plan_A_v14_2022_v3.pdf 
- Plan_B_vA_v1.pdf 



 Upload File

 Overview  Time  Tasks  Notifications  More

9:41   

← Info Result Complete ✓

T-2023-08-1013-CE

Scheduled Date & Time
 30/08/2022  07:27 PM



Result
Passed

Comments
Some useful details about how the inspection passed


Additional Inspection Not Required ☐






Additional Fees
Commercial Fee

Additional Option
2nd Floor Perimeter Beam

Additional Option Date & Time
 15/09/2022  11:30 AM

Additional Option User
John Smith

 Complete

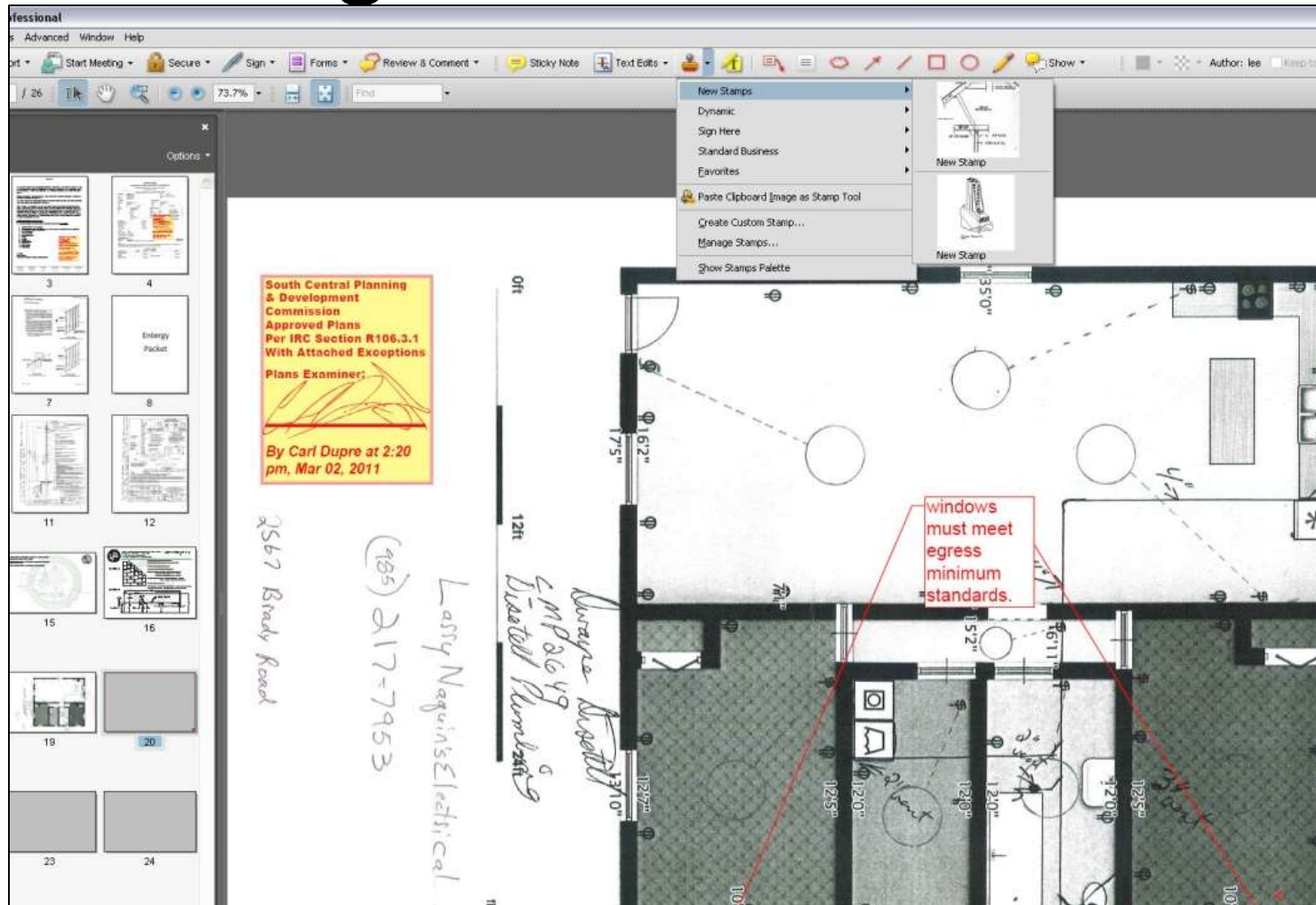
 Overview  Time  Tasks  Notifications  More

Digital Plan Review

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



Digital Plan Review



Automated Comment Letters

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

11/4/2016 7:27:51 AM
East Ascension High Freshman Academy
2015-168
Page 1



City of Gonzales
120 South Irma Blvd.
Gonzales, LA 70737
(225) 647-9970
www.gonzales.com

Date: Friday, November 04, 2016

Travis Parker
Ascension Parish School Board
9650 Airline Hwy
Barringer, LA 70778
travis.parker@apssd.org

Permit Number 2015-165
Job Address: 812 E. Worthy Road, Gonzales, LA 70737

Dear Travis Parker,

Staff has completed its review of plans for the project that is to be located at 812 E. Worthy Road, Gonzales, LA 70737. The following comments have been provided by the building official for the City of Gonzales, and based on your plan submittal. These are the codes and regulations which we strongly enforce.

Engineering Department Comments

The plans are approved as submitted.

Sewer Review Comments

Please provide a letter of conformity from DWH regarding grease trap requirements including size of grease trap. DWH approval letter required prior to final inspection.

Grease trap inspection is required on the day of initial installation. If grease trap inspection is not scheduled during installation, contractor will be required to pump vessel EMPTY at their expense in order for proper inspection to take place.

Grease Traps must be installed in such a manner as to facilitate inspection. (Cover shall be easily opened by use city employee and accessed for clearing/maintenance by owner/tenant).

Building Plan Review Comments

Current building codes enforced: 2012 International Building code, 2012 International Residential Code, 2012 International Mechanical Code, 2011 National Electrical Code, 2013 Louisiana State Plumbing Code
Back Flow certificate required prior to final inspection.

Parking spaces shall be a minimum of 10 feet wide by 19 feet deep. Drive aisle spacing shall be a minimum of 26 feet.

DWH review and approval letter required.

Pretest and smoke detectors required on all mechanical equipment.

Current building codes enforced: 2012 International Building code, 2012 International Residential Code, 2012 International Mechanical Code, 2013 National Electrical Code, 2013 Louisiana State Plumbing Code
Back Flow certificate required prior to final inspection.

Plan Review Letters

Letter Title: Plan Review Response Required Generate Letter

Letter Contacts:

| | |
|--|---|
| <input checked="" type="checkbox"/> Travis Parker, Ascension Parish School Board (owner) | <input checked="" type="checkbox"/> Austin Corbin, Ascension Parish School Board (Assistant Superintendent) |
| <input checked="" type="checkbox"/> Beverly Summers, 17 Edge Construction Company, Inc. (Contractor) | <input checked="" type="checkbox"/> Travis Parker, Ascension Parish School Board (Ultimate Contact RM) |
| <input checked="" type="checkbox"/> Justin Carter, Ascension Highway and Associates (Alternate Contact #5) | <input checked="" type="checkbox"/> Adam Kelly (Contract #4) |
| <input checked="" type="checkbox"/> Beau Lathier, Dwyer Electric, Inc. (Electrician) | <input checked="" type="checkbox"/> Gary Adams, Antelco Inc. (Mechanical/HVAC) |
| <input checked="" type="checkbox"/> Kyle Botschaus, Plumbing Solutions LLC (Plumber) | |

Category: Building Plan Review Comments

☒ ☒ Building Plan Review Comments Approved 10/12/2015 by Jerry Self

Current building codes enforced: 2012 International Building code, 2012 International Residential Code, 2012 International Mechanical Code, 2013 National Electrical Code, 2013 Louisiana State Plumbing Code

Add new comment

☒ ☒ Building Plan Review Comments Approved 10/12/2015 by Jerry Self

Back Flow certificate required prior to final inspection.

Add new comment

☒ ☒ Building Plan Review Comments Approved 10/12/2015 by Jerry Self

Parking spaces shall be a minimum of 10 feet wide by 19 feet deep. Drive aisle spacing shall be a minimum of 26 feet.

Add new comment

Category: Engineering Department Comments

☒ ☒ Engineering Department Comments Approved 8/22/2015 by Jackie Buchanan

The plans are approved as submitted.

Add new comment

Category: Gas and Water Review Comments

☒ ☒ Gas and Water Review Comments Approved 9/23/2015 by Adele Thompson

- Plans approved. However, NO LAWYER across Thru Boulevard allows being under the boulevard is required
- 2" water meter required.
- NO sewer inspection required on remodel due to similar water/sewer demand for the overall school.

Add new comment

Category: Local Fire Dept. Review Comments

☒ ☒ Local Fire Dept. Review Comments Approved 10/12/2015 by Preston Lantry

Fire hydrant must have a hydrant valve installed.

Add new comment

☒ ☒ Local Fire Dept. Review Comments Approved 10/12/2015 by Preston Lantry

Fire hydrant must not be set below finished dirt grade.

Add new comment

Category: Sewer Review Comments

☒ ☒ Sewer Review Comments Denied 8/22/2015 by Gerald Thompson

Please provide a letter of conformity from DWH regarding grease trap requirements including size of grease trap.

Add new comment

☒ ☒ Sewer Review Comments Denied 8/22/2015 by Gerald Thompson

DWH approval letter required prior to final inspection.

Add new comment

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

☐ **Required Miscellaneous Requirements & Inspections**

Inspections

Permit Category

Miscellaneous Requirements

Department Reviews

Miscellaneous

Timers

Volunteer Fire Department Reviews

Complete Selected Requirements

Refresh Requirements

Add Priority

Any Time

Priority 1

✓

Payment Recieved

Un-Complete

Priority 2

✓

Issue Permit

Un-Complete

Priority 3 (Current Priority)

Final Electrical

Gas Final

Priority 4

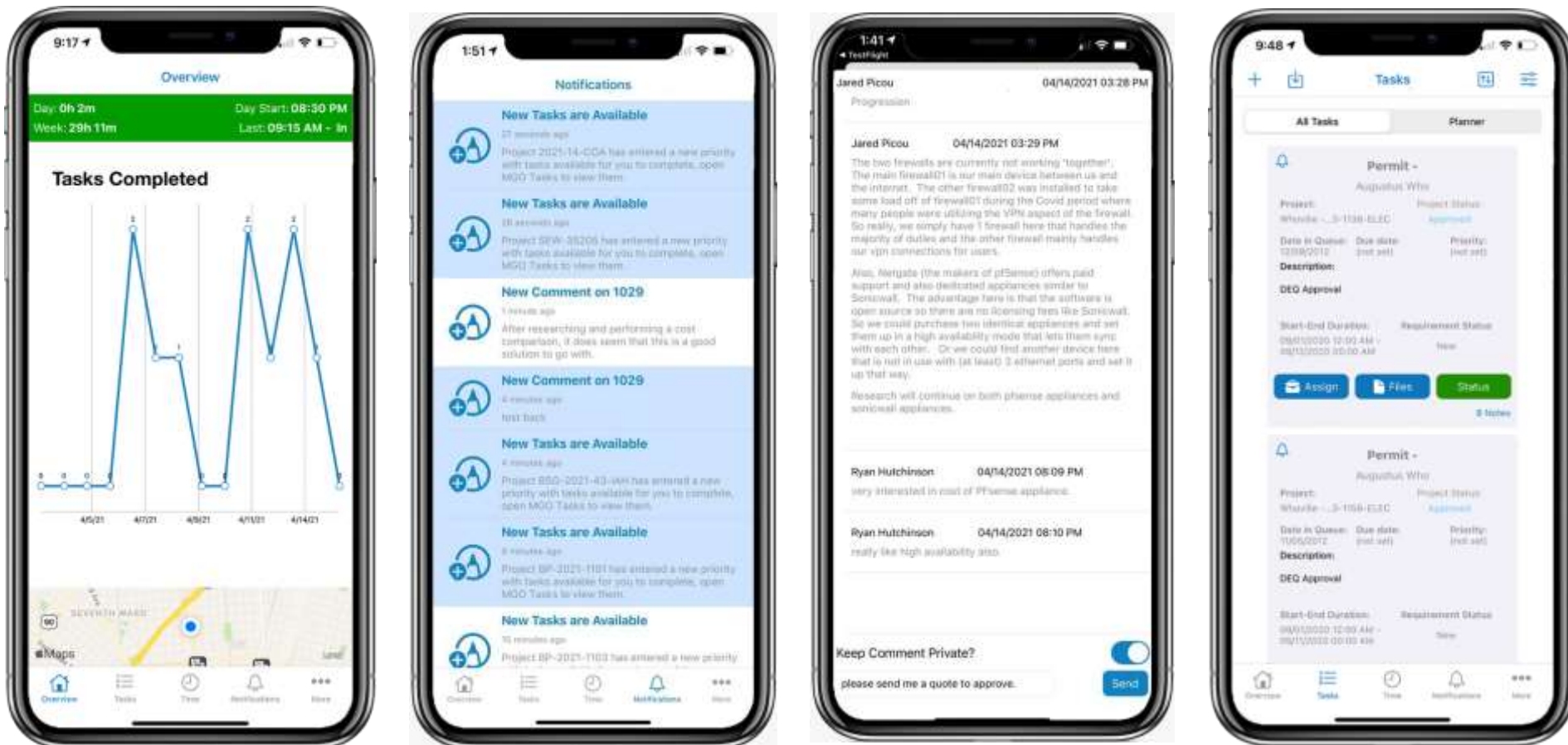
Close Project

Save Priority

Save

27

MGO Tasks



Phone, Text and E-mail Alerts

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

The screenshot displays the MGO system interface. A 'Fax Request for Survey Results' dialog box is open, allowing users to configure automatic alerts and report delivery. The dialog includes fields for 'Inspection Number', 'Survey Address', and 'Survey Category'. It also has sections for 'City of Alexandria Electrical Distribution', 'City of Alexandria Gas Distribution', and 'City of Alexandria Water Distribution'. The background shows a list of inspection results with columns for 'Inspection Number', 'Inspection Date', 'Inspection Type', 'Status', and 'Inspection Result'.

Customized Reports

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

Home | Home | Projects | Plan Review | Work Orders | Addressing | Reports | Administration | Help | Wednesday, March 24th 2010 - 3:01:23 PM

Only Other: Start Date: 2/1/2010 End Date: 3/3/2010

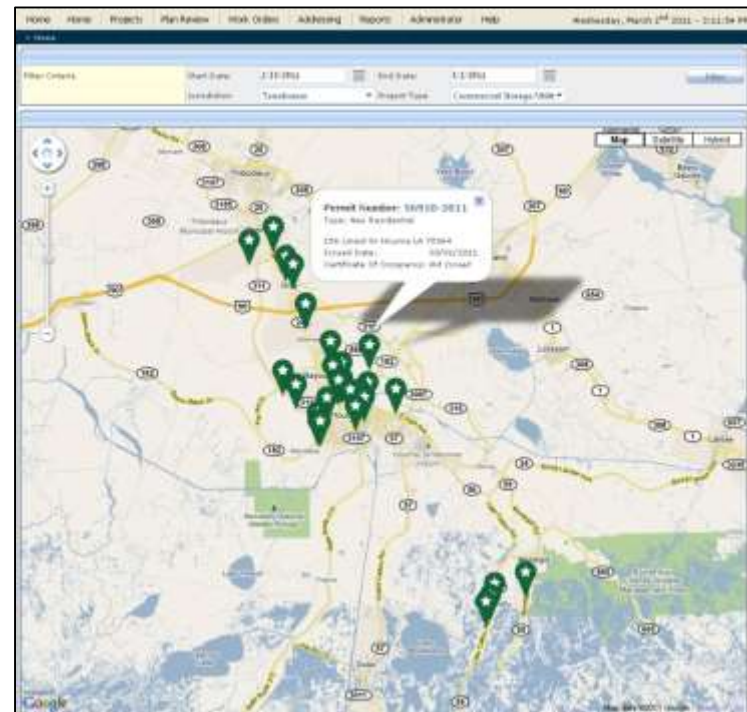
Search Results

Permit Fees Collected

| Permit | Reference Number | Amount | Received | Expire | Contract Name |
|---|------------------|----------|------------|-------------|---------------|
| Permit Type: ACN Draft | | \$0.00 | 02/10/2010 | Permit-Work | Public Safety |
| Total: \$0.00 | | | | | |
| Permit Type: Curb (Showing 9 of 41 items. Group columns in the next page) | | | | | |
| 0011-001 | 000001 | \$40.00 | 02/10/2010 | Permit-Work | San Diego |
| 0011-001 | 000002 | \$40.00 | 02/10/2010 | Permit-Work | San Diego |
| 0011-001 | 000003 | \$5.00 | 02/10/2010 | Permit-Work | San Diego |
| 0011-001 | 000004 | \$100.00 | 02/10/2010 | Permit-Work | San Diego |
| 0011-001 | 000005 | \$100.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000006 | \$5.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000007 | \$5.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000008 | \$5.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000009 | \$5.00 | 02/10/2010 | Permit-Work | Public Safety |
| Total: \$407.00 | | | | | |
| Total: \$407.00 | | | | | |

Contractor Fees Collected

| Contractor Name | Reference Number | Amount | Received | Expire | Contract Name |
|---|------------------|---------|------------|-------------|---------------|
| Permit Type: Curb | | \$0.00 | 02/10/2010 | Permit-Work | San Diego |
| Total: \$0.00 | | | | | |
| Permit Type: Curb (Showing 9 of 11 items. Group columns in the next page) | | | | | |
| 0011-001 | 000001 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000002 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000003 | \$75.00 | 02/10/2010 | Permit-Work | San Diego |
| 0011-001 | 000004 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000005 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000006 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000007 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000008 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |
| 0011-001 | 000009 | \$75.00 | 02/10/2010 | Permit-Work | Public Safety |



Work Order Management

Drag & Drop

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

The main area shows a workflow of green boxes representing work order stages, each with a user icon and a dropdown menu:

- Alfred 0**: Initial Inspection, 134 Sugar St., Mathews, LA, Action Needed, Report a Drainage Issue, Notes: Overgrown vegetation reported in Sugar St. road side ditch.
- David 0**: (Empty box)
- Wayne 0**: (Empty box)
- Aaron 0**: (Empty box)
- Dillon 10**: 2021-25, Reported Flooding and Standing Water, Morning Initial Inspection, 109 Dry Dock Rd, Bourg, Report Flooding or Standing Water.
- Not 1**: 2021-20, Drainage Issue Reported, None, Approval Needed, 44206 Conway St, Morgan City, Approved, Report a Drainage Issue, Notes: Confirmed that downed tree is inhibiting drainage flow to pumping station 5. Requesting approval to remove the tree.
- Gary 0**: (Empty box)

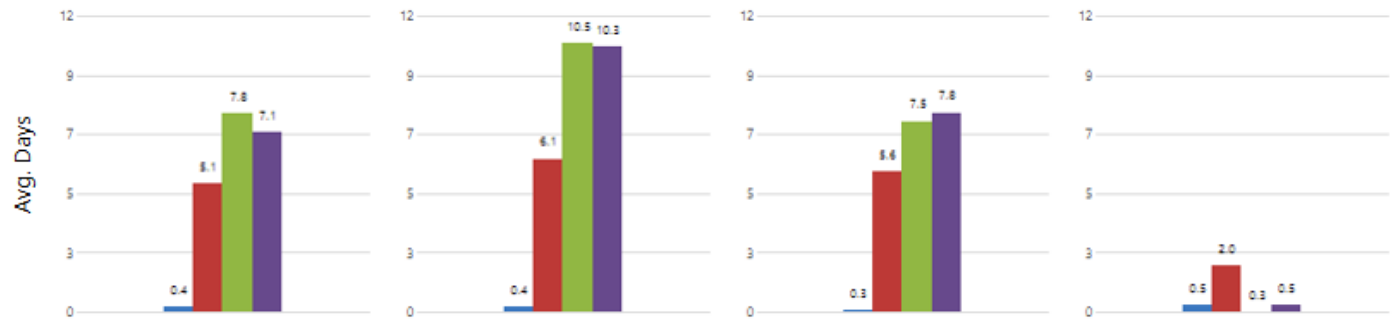
The workflow is designed for drag-and-drop, allowing users to move work orders between different stages or users.

Reporting Capabilities

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

| Project Number | Permit Type | Project Address | Project Status | Plans Submittal | Date Application Received | Date Issued to Depts | Date Dept Completed | Date Customer Notified | Days to Issue to Depts | Days to Complete | Days to Notify Customer | Total Days in Plan Review |
|----------------|---|----------------------|-------------------------|---------------------|---------------------------|----------------------|---------------------|------------------------|------------------------|------------------|-------------------------|---------------------------|
| 2019-722 | General Sign - Commercial | 1700 Sidney Baker St | Project Closed/Complete | Plans Submittal # 1 | 10/21/2019 | 10/21/2019 | 10/21/2019 | 10/21/2019 | 1 | 1 | 1 | 1 |
| 2019-538 | New Single Family and Two Family Building | 122 Glenn Ct N | Permit Issued | Plans Submittal # 1 | 9/4/2019 | 9/4/2019 | 9/17/2019 | 9/20/2019 | 1 | 10 | 4 | 13 |
| 2019-542 | Swimming Pool - Residential | 1000 Remochel Ave N | Permit Issued | Plans Submittal # 1 | 9/5/2019 | 9/5/2019 | 9/18/2019 | 9/19/2019 | 1 | 10 | 2 | 11 |
| 2019-542 | Swimming Pool - Residential | 1000 Remochel Ave N | Permit Issued | Plans Submittal # 2 | 10/14/2019 | 10/21/2019 | 10/24/2019 | 10/28/2019 | 6 | 4 | 3 | 11 |
| 2019-544 | Residential Remodel | 517 Florence St N | Pending (Under Review) | Plans Submittal # 1 | 9/5/2019 | 9/5/2019 | 9/18/2019 | 9/20/2019 | 1 | 10 | 3 | 12 |
| 2019-548 | New Single Family and Two Family Building | 120 McGinnis Ct N | Permit Issued | Plans Submittal # 1 | 9/5/2019 | 9/5/2019 | 9/17/2019 | 9/20/2019 | 1 | 9 | 4 | 12 |
| 2019-556 | New Single Family and Two Family Building | 2104 Toscana Way E | Permit Issued | Plans Submittal # 1 | 9/10/2019 | 9/10/2019 | 9/23/2019 | 9/24/2019 | 1 | 10 | 2 | 11 |
| 2019-558 | Demolition - Other | 408 W Main St N | Permit Issued | Plans Submittal # 1 | 9/9/2019 | 9/9/2019 | 9/12/2019 | 9/12/2019 | 1 | 4 | 1 | 4 |
| 2019-562 | New Single Family and Two Family Building | 1833 Lois St N | Permit Issued | Plans Submittal # 1 | 9/10/2019 | 9/10/2019 | 9/19/2019 | 9/20/2019 | 1 | 7 | 3 | 9 |
| 2019-568 | New Single Family and Two Family Building | 1839 Lois St N | Pending (Under Review) | Plans Submittal # 1 | 9/11/2019 | 9/11/2019 | 9/23/2019 | 9/24/2019 | 1 | 9 | 2 | 10 |
| 2019-560 | Demolition - Other | 410 Main Street | Permit Issued | Plans Submittal # 1 | 9/9/2019 | 9/9/2019 | 9/12/2019 | 9/12/2019 | 1 | 4 | 1 | 4 |
| 2019-578 | Commercial New | 620 Main St N | Permit Issued | Plans Submittal # 1 | 9/12/2019 | 9/12/2019 | 9/30/2019 | 9/30/2019 | 1 | 13 | 1 | 13 |

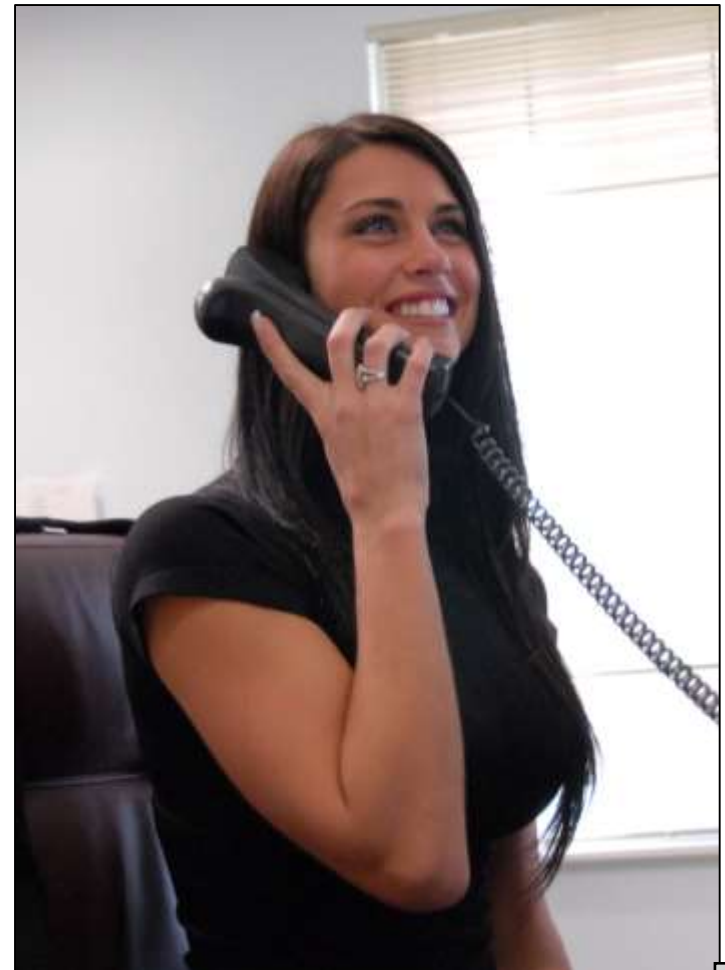
Plan Review Avg Days



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

FREE Support

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



Zero Up-front Costs and Setup Fees

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

** Graph values
*** Cost estimate

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

Other Modules

PERMITS AND LICENSING

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

PLANNING AND ZONING

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

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

PUBLIC WORKS

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

GPS AND ASSET TRACKING

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

FACILITIES

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

FLEET MAINTENANCE

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

PROPERTY MANAGEMENT

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

GRANTS / COMMUNITY DEVELOPMENT

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

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

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



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



(Printed Brochures Available by Request)



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jacek Tomasik, Building Official

DATE: July 2, 2024

SUBJECT: Approval on Resolution No. 2024-46 - Intergovernmental Agreement between SCPDC to provide services and support for the use of software modules called MyGovernmentOnline (“MGO”)

1. The following package prices are offered through the initial term of the contract.

| | | MONTHLY RATE | | | |
|---------------|--------------|--------------|-------------------|------------------|------------------------------|
| Permit Volume | Overage Rate | Permits | Planning & Zoning | Code Enforcement | Addressing / GIS Integration |
| 0 - 500 | \$10.00 | \$260.42 | \$156.25 | \$99.00 | \$230.00 |

2. Based on the current permit volume the Town has agreed to the 0-500 Permit Volume package and it will be billed on a levelized billing system of \$260.42 monthly.
3. BTR Module \$150.00 monthly license fee
Public Works Module \$300.00 monthly license fee
- Total monthly fee \$1,195.67, Total Annual Fee \$14,348.04.
The contract is for two (2) years and exceeds the \$25,000 threshold therefore requires Council Approval.
 - MGO Permitting and Code Enforcement modules are to be implemented and operational before the expiration of the current Gov-Easy contract in November of 2024 therefore

Recommendation :

Motion to approve ***Resolution No. 2024-46.***

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-46**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR THE SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves ("Licensee"), a Political Subdivision of the State of Florida, desires to enter into an agreement with the South Central Planning and Development Commission ("SCPDC"), a regional planning commission and Political Subdivision of the State of Louisiana, for the use of SCPDC's MyGovernmentOnline ("MGO") software; and

WHEREAS, the SCPDC has developed a suite of government management software modules collectively known as MyGovernmentOnline, which will assist the Town in managing various governmental functions such as permit applications, inspections, and associated documentation; and

WHEREAS, the Town Council finds that entering into this agreement with SCPDC will enhance the efficiency and effectiveness of the Town's operations, benefiting both the Town's administration and its residents.

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

Section 1. Approval of Agreement: The Intergovernmental Agreement for SCPDC Software License and Service Agreement, attached hereto as Exhibit "A" and incorporated herein, is hereby approved.

Section 2. Authorization to Execute: The Town Manager of the Town of Loxahatchee Groves is hereby authorized to execute the Intergovernmental Agreement on behalf of the Town, and to take all necessary steps to implement the terms and conditions of the Agreement.

Section 3. Effective Date: This Resolution shall take effect immediately upon its adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ 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"/> |
| LAURA DANOWSKI, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHLLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS _____ DAY OF JULY 2024.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Town Clerk

Mayor Anita Kane

Vice-Mayor Margaret Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Robert Shorr

INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. Town of Loxahatchee Groves (“**Licensee**”), of 115 F Road, Loxahatchee Groves, FL 33470, a Political Subdivision of the State of Florida domiciled in Palm Beach County.

1.2. The South Central Planning and Development Commission (“**Licensor**” or “**SCPDC**”) is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (“**MGO**”) software (the “**SCPDC Software**”) and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide services and support for, certain Software, as defined below.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 “**CONFIDENTIAL INFORMATION**” means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as “confidential information”, including all items defined as “confidential information” in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 “**DOCUMENTATION**” means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 “**EFFECTIVE DATE**” means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 **"EQUIPMENT"** means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Agreement.

2.10 **"LICENSE FEE(S)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license (**"License"**) during the term of this Agreement to use the SCPDC's Software, through Internet access only, solely for purposes of using the SCPDC's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit

applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 **DELIVERABLES.** SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 **COPIES.** The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the

Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS.

Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of

Town of Loxahatchee Groves
Attn: Accounts Payable
115 F Road
Loxahatchee Groves, FL 33470
FRamaglia@loxahatcheegrovesfl.gov

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT.

There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the Agreement from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE,

DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. BOTH PARTIES' LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal and equitable remedies.

8.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other

confidential or private information pertaining to Licensee's customers ("**Licensee Data**"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SCPDC warrants that Licensee's Data and any information stored by SCPDC as a result of Licensee's use of the SCPDC Software will be delivered to Licensee.

8.5 PUBLIC RECORDS. SCPDC acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. SCPDC shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. SCPDC shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, SCPDC agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

8.6 CHOICE OF LAW & VENUE. The terms and conditions of this Agreement shall be interpreted by the substantive and procedural law of the State of Florida, and any litigation, including injunctive relief, shall be filed in the Circuit Court of the Fifteenth Judicial Circuit in the State of Florida.

IF SCPDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("**Initial Term**"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this agreement for any reason, Licensee shall provide 90-day notice to SCPDC. SCPDC shall provide Licensee access to all stored data, documentation and confidential information produced by the Licensee. Notwithstanding anything to the contrary in this Agreement or otherwise, the Licensee shall not be responsible for any early termination fees or other penalties.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, SCPDC warrants that the information stored by SCPDC as a result of Licensee use of the SCPDC Software will be available to Licensee.

10. NON-ASSIGNMENT.

Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: Town of Loxahatchee Groves

Address: 5058 West Main St.
Houma, LA 70360

Address: 155 F Road
Loxahatchee Groves, FL 33470

12. INDEMNIFICATION

12.1 INFRINGEMENT INDEMNITY. SCPDC warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. SCPDC shall, at its expense, hold harmless, indemnify, defend or settle any claim, action or allegation brought against Licensee, its officers, employees, and agents that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any costs and damages awarded against Licensee in any such action including, but not limited to, attorneys' fees and costs, final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

- (a) Procure for Licensee the right to continue Use of the Software or infringing part thereof; or
- (b) Modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable; or
- (c) Terminate this Agreement and repay to Licensee the License Fees and maintenance fees paid for the annual term during which this Agreement is terminated.

SCPDC's obligation to indemnify under this section shall continue following whichever of these options is selected, including the option to terminate.

12.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of unauthorized modifications to the Software made by Licensee.

12.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

12.4 HOLD HARMLESS. SCPDC agrees to protect, defend, indemnify and hold Licensee, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the SCPDC. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. SCPDC further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

12.5 SOVEREIGN IMMUNITY. Nothing contained or otherwise referenced in this Agreement shall be construed or interpreted as consent by the Licensee 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. The provisions and limitations of section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

13. MISCELLANEOUS

13.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

13.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

13.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

13.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

13.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

13.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida and the United States of America, without regard to the conflict of laws principles.

13.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonable be withheld.

13.11 PALM BEACH IG. In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County

Inspector General. SCPDC should review this ordinance to be aware of its rights and/or obligations under such ordinance and as applicable.

13.12 E-VERIFY. Pursuant to section 448.095, Florida Statutes, the SCPDC, and any subcontractor thereof, will register with and use the E-Verify system to verify the work authorization status of all new employees.

13.13 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

13.14 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF LOXAHATCHEE GROVES

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION "SCPDC"

By:

By:

Francine Ramaglia
Town Manager

Kevin Belanger
Chief Executive Officer

Date

Date

SCHEDULE A
INTERGOVERNMENTAL AGREEMENT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing, Planning & Zoning, Solution Center / Code Enforcement, Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

| | | MONTHLY RATE | | | |
|---------------|--------------|--------------|-------------------|------------------|------------------------------|
| Permit Volume | Overage Rate | Permits | Planning & Zoning | Code Enforcement | Addressing / GIS Integration |
| 0 - 500 | \$10.00 | \$260.42 | \$156.25 | \$99.00 | \$230.00 |
| 501 - 1000 | \$10.00 | \$500.00 | \$300.00 | \$99.00 | \$230.00 |
| 1001 - 2000 | \$10.00 | \$958.33 | \$575.00 | \$143.75 | \$230.00 |
| 2001 - 4000 | \$10.00 | \$1,833.33 | \$1,100.00 | \$275.00 | \$230.00 |
| 4001 - 6000 | \$10.00 | \$2,500.00 | \$1,500.00 | \$375.00 | \$230.00 |
| 6001 - 8000 | \$10.00 | \$3,166.67 | \$1,900.00 | \$475.00 | \$230.00 |
| 8001 - 10000 | \$10.00 | \$3,750.00 | \$2,250.00 | \$562.50 | \$230.00 |
| 10001 - 12000 | \$10.00 | \$4,250.00 | \$2,550.00 | \$637.50 | \$230.00 |
| 12001 - 14000 | \$10.00 | \$4,666.67 | \$2,800.00 | \$700.00 | \$230.00 |
| 14001 - 16000 | \$10.00 | \$5,000.00 | \$3,000.00 | \$750.00 | \$230.00 |
| 16001 - 18000 | \$10.00 | \$5,250.00 | \$3,150.00 | \$787.50 | \$230.00 |
| 18001 - 30000 | No Overage | \$5,416.67 | \$3,250.00 | \$812.50 | \$230.00 |

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 0-500 Permit Volume package. It is understood this will be billed on a levelized billing system of \$260.42 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

2. BTR Module
\$150.00 monthly license fee

3. Public Works Module
\$300.00 monthly license fee

Other Fees:

Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.

Integration for online credit card or ACH transactions:

Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1.0 DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

| | |
|-----------------------|----------------------------|
| Address | Hours of Operation |
| 5058 West Main Street | 8:00 a.m. to 4:30 p.m. CST |
| Houma, LA 70360 | |

Contact Information

| | |
|--|--|
| Tel: 1 866 957 3764 | E-mail: support@mygovernmentonline.org |
| Ryan Hutchinson, Chief Technology Officer | |

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION.

SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES.

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC

shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE.

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE.

For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES.

SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT

Should SCPDC abandon development and support of the MyGovernmentOnline software suite and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyGovernmentOnline Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA.

SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

Town of Loxahatchee Groves

Francine Ramaglia
By: Francine Ramaglia, Town Manager

Date: June 10, 2024

South Central Planning and Development Commission

By: Kevin Belanger, Chief Executive Officer

Date: _____



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jim Fleischmann, Town Planning Consultant

VIA: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Approval on Resolution 2024-42 - Interlocal Agreement Between the Palm Beach County School Board and Palm Beach County Municipalities

Background

Due to changes in the Florida Statutes, the required Public Schools Facilities Element of the Comprehensive Plan, is now optional. As the Element is no longer required, the Town has opted to delete it from the Comprehensive Plan as part of the current Evaluation and Appraisal Comprehensive Plan update process.

In place of the required Public Schools Facilities Element, F.S. Chapter 163.31777(1) requires the county and municipalities located within a school district to enter an interlocal agreement with the district school board which jointly establishes the specific ways in which the plans and processes of the district and the local governments are to be coordinated. All local governments and the district are encouraged to adopt a single joint interlocal agreement.

On December 15, 2015, the Board of County Commissioners approved the *Interlocal Agreement between The School Board Of Palm Beach County, Palm Beach County, and Municipalities of Palm Beach County For Coordinated Planning* (The Agreement). Principal sections of The Agreement include a coordinated planning process, a capital improvements plan, and comprehensive plan amendments.

Current Activity

As it is no longer mandated, the Town, as part of the current E.A.R. Comprehensive Plan update process, has opted to delete the current Public School Facilities Element from the Comprehensive Plan. However, considering the F.S. Chapter 163.31777(1) requirement, The Town has proposed the following revisions to the Intergovernmental Coordination Element of the Comprehensive Plan amendments:



155 F Road Loxahatchee Groves, FL 33470

7.3 Objective:

Ensure coordination with the School Board of Palm Beach County to establish concurrency requirements for public school facilities.

7.3.1 Policy:

The Town of Loxahatchee Groves, ~~in cooperation with appropriate local, county, and state governments and agencies, shall continue to utilize the following collaborative planning process~~ will work with the School District on population projections and school siting in accord with Section 163.3177(6)(h)(2) of the Florida Statutes.

7.3.2 Policy:

The Town shall abide by, and participate in, the “Interlocal Agreement between the School Board of Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning”, adopted by the Palm Beach County Board of County Commissioners through Resolution 2015-1864.

Staff Recommendation

The Town Council should adopt proposed Resolution 2024-42 approving the Participation Agreement to Interlocal Agreement With The School District Of Palm Beach County, Palm Beach County, and Municipalities In Palm Beach County For Coordinated Planning.

Attachments:

1. Interlocal Agreement between The School Board of Palm Beach County, Palm Beach County, and Municipalities of Palm Beach County for Coordinated Planning.
2. Resolution 2024-42

RESOLUTION NO. 2024-42

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PARTICIPATION AGREEMENT TO INTERLOCAL AGREEMENT WITH THE SCHOOL DISTRICT OF PALM BEACH COUNTY, PALM BEACH COUNTY, AND MUNICIPALITIES IN PALM BEACH COUNTY FOR COORDINATED PLANNING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School District of Palm Beach County, Palm Beach County, and participating Municipalities in Palm Beach County have entered into an Interlocal Agreement for Coordinated Planning (the “Coordinated Planning Agreement”) as required by Section 163.31777, Florida Statutes; and

WHEREAS, the Town of Loxahatchee Groves is not exempt from participation under Section 163.31777, Florida Statutes, and desires to participate in the Coordinated Planning Agreement; and

WHEREAS, the Coordinated Planning Agreement contemplates participants enter the Coordinated Planning Agreement through execution of a Participation Agreement; and

WHEREAS, the Town Council has determined that entering into the Coordinated Planning Agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Participation Agreement to the Coordinated Planning Agreement, 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:

| | <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"/> |
| LAURA DANOWSKI, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMEBER | <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 _____, 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

EXHIBIT A

PARTICIPATION AGREEMENT

THIS AGREEMENT is dated this ____ day of _____, 20____, and entered into by and among the _____, a municipal government, hereinafter “New Participant,” and the various parties executing the Interlocal Agreement between The School District of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning dated _____, hereinafter “Coordinated Planning Agreement.”

WITNESSETH:

WHEREAS, the School District of Palm Beach County, Palm Beach County, and participating Municipalities in Palm Beach County have entered into the Coordinated Planning Agreement as required by Section 163.31777, Florida Statutes; and

WHEREAS, _____ desires to become a participant under the Coordinated Planning Agreement; and

WHEREAS, pursuant to Article IX, Section C of the Coordinated Planning Agreement, participation is authorized upon the execution of this unilateral Participation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood by and among the undersigned New Participant and the participants in the Coordinated Planning Agreement as follows:

1. Upon execution of this Agreement, New Participant will become a participant in the Coordinated Planning Agreement.
2. The New Participant shall enjoy all the privileges of, and shall be bound by all the terms and conditions of, the Coordinated Planning Agreement. The New Participant shall adopt the required comprehensive plan amendments pursuant to Article III as soon as possible after execution of this Participation Agreement.
3. The participants in the Coordinated Planning Agreement agree to the inclusion of New Participant in accordance with Article IX, Section C of the Coordinated Planning Agreement

as it is acknowledged that the inclusion of an additional participant furthers the intent and spirit of the Coordinated Planning Agreement.

4. A copy of this Participation Agreement shall be filed with the Clerk of the Court in and for Palm Beach County.
5. This Participation Agreement shall be effective upon execution and shall continue in full force and effect unless New Member withdraws pursuant to Article IX, Section B of the Coordinated Planning Agreement, or the Coordinated Planning Agreement is otherwise terminated.

IN WITNESS WHEREOF, this Agreement has been executed by

_____ as of the date and year indicated below.

By: _____

Its: _____

Date: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Resolution 2024-48 approving a professional services agreement with Complete Cities Planning Group, LLC

Background:

In 2023, the Town Council approved a continuing contract with SEPI, a division of TranSystems Corporation Consultants (“TransSystems”), for the provision of traffic engineering services, engineering development review services, long range planning services, and development review services to the Town on a non-exclusive basis.

Complete Cities Planning Group, LLC (“Complete Cities”) has provided planning and development review services to the Town as a subconsultant of TransSystems.

Town staff would like to enter into a direct agreement with Complete Cities for the provision of planning and development review services. Such an agreement is consistent with section 2-133(b)(1) of the Town’s procurement code.

The agreement contains standardized contract language, with the following modifications which were agreed upon by staff and the consultant:

1. Language has been added to comply with a recent amendment to section 787.06, Florida Statutes; and
2. The following insurance provisions have been modified:
 - The requirement for cyber insurance has been deleted.
 - The requirement for insurance of owned autos has been deleted.
 - The minimum general aggregate amount for professional liability insurance was reduced from \$2,000,000 to \$1,000,000.

All other standard insurance requirements remain unmodified, including the following minimum coverage limits:



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- Worker's Compensation: as applicable, with minimum limits of \$100,000 per person, \$500,000 per occurrence.
- Commercial General Liability: minimum limits of \$1,000,000 per occurrence and \$2,000,000.00 general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability.
- Business Automobile Liability: with minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage to include hired and non-owned vehicles and employers' non-ownership.

Recommendation:

Staff recommends that Town Council approves Resolution No. 2024-48 approving the professional services agreement with Complete Cities Planning Group, LLC.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-48**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COMPLETE CITIES PLANNING GROUP FOR LONG RANGE PLANNING AND DEVELOPEMNT REVIEW SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2023-04, the Town Council approved a continuing contract with SEPI, a division of TranSystems Corporation Consultants (“TransSystems”), for the provision of traffic engineering services, engineering development review services, long range planning services, and development review services to the Town on a non-exclusive basis; and

WHEREAS, Complete Cities Planning Group, LLC (“Complete Cities”) has provided planning and development review services to the Town as a subconsultant of TransSystems; and

WHEREAS, pursuant to section 2-133(b)(1) of the Town’s procurement code, the Town desires to enter into a professional services agreement with Complete Cities for the provision of long range planning and development review services to the Town; and

WHEREAS, the Town Council finds entering into such an agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to enter into the professional services agreement with Complete Cities, attached hereto as “Exhibit A”.

Section 3. The Mayor is authorized to execute any and all documents to implement the contract, 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 upon being put to a vote, the vote was as follows:

[Remainder of the page intentionally blank.]

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and Complete Cities Planning Group, LLC, a company authorized to do business in the State of Florida ("Consultant").

WITNESSETH:

WHEREAS, the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and

WHEREAS, pursuant to Resolution No. 2023-04, the Town Council approved a non-exclusive continuing contract with SEPI, a division of TranSystems Corporation Consultants ("TransSystems"), for the provision of various professional consulting services; and

WHEREAS, Complete Cities Planning Group, LLC ("Complete Cities") has provided planning and development review services to the Town as a subconsultant of TransSystems; and

WHEREAS, pursuant to section 2-133(b)(1) of the Town's procurement code, the Town desires to enter into a professional services agreement with Complete Cities for the provision of long range planning and development review services.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide general planning and zoning and related services as set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein. Additional services outside the Scope of Services may be requested by the Town as identified in the Consultant's rate sheet, attached hereto as Exhibit "B" and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer,

partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The Term of this Agreement shall be for three (3) years commencing June 1, 2024, unless earlier terminated as stated herein. The Term of this Agreement may be renewed by mutual written agreement of the parties for two (2) additional one (1) year terms upon the same terms and conditions as provided for herein. The Term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein. The Town Manager is authorized to execute such renewals and extensions on behalf of the Town.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days prior written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or 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 obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant 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 Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the Scope of Services, attached as Exhibit "A", and the current rate sheet, attached as Exhibit "B" during the Term of this Agreement.

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices for special projects with a not-to-exceed amount or fixed fee must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under the applicable project authorization. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 6: WARRANTY/GUARANTEE. The Consultant warrants that the services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those services or as otherwise provided by the manufacturer.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

b. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

c. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

d. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The Town shall be named as an additional insured on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable 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 Consultant against the Town and the Consultant 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.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 12: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the sub-consultant's insurance coverage arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 13: ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT.

a. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

b. The Consultant shall not perform any services for any private sector clients, including, but not limited to, developers, corporations, and real estate investors, on projects within the jurisdictional boundaries of the Town.

c. The Consultant acknowledges that, in the course of performing under this Agreement, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the Town and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the Consultant, or of which the Consultant may otherwise become aware are and shall be and remain the confidential information of the Town ("Confidential Information"), unless otherwise deemed "public" by law. The Consultant will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations ("Recipient Information"). The Consultant further acknowledges that, in the course of performing the services under this Agreement, it may have access to certain other information that relates, directly or indirectly, to statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). The Consultant affirms that it will not disclose any Confidential Information, Recipient Information, or Proprietary Information and that if it determines that there could be a conflict, or potential conflict of interest, the Consultant and/or its agents will immediately advise the Town Manager.

d. The Consultant shall not review or perform any services regarding any application made to the Town by any client of the Consultant, even if the services the Consultant performs for such client are unrelated to the Town. In such instance, the Consultant shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services. If the services relate to a fixed fee service, the fees for the alternate consultant shall be deducted from the fixed fee paid to the Consultant.

e. Neither the Consultant nor any of its employees, agents, or sub-consultants performing under this Agreement shall have or hold any employment or contractual relationship that is antagonistic or incompatible with the Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement.

f. The Consultant shall immediately notify the Town if issues are discovered by the Consultant that may adversely impact the Town.

g. The Consultant further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of the services required pursuant to this Agreement.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose its confidential or proprietary information regarding its products and service costs.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. 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, to 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.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, 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 of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and if sent to the Consultant, shall be sent to:

Complete Cities Planning Group, LLC
Attn: Kaitlyn Forbes, Manager
200 South Andrews Avenue
Suite 504
Fort Lauderdale, FL 33301

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibits "A" and "B". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such

documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibits “A” and “B” to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney’s fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. 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 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.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (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 sub-consultants’ newly hired employees;

- b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public 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 the Town as a result of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, clerk@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 40: COMPLAINT WITH SECTION F.S. 787.06. The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

[Signatures follow on next page]

CONSULTANT:

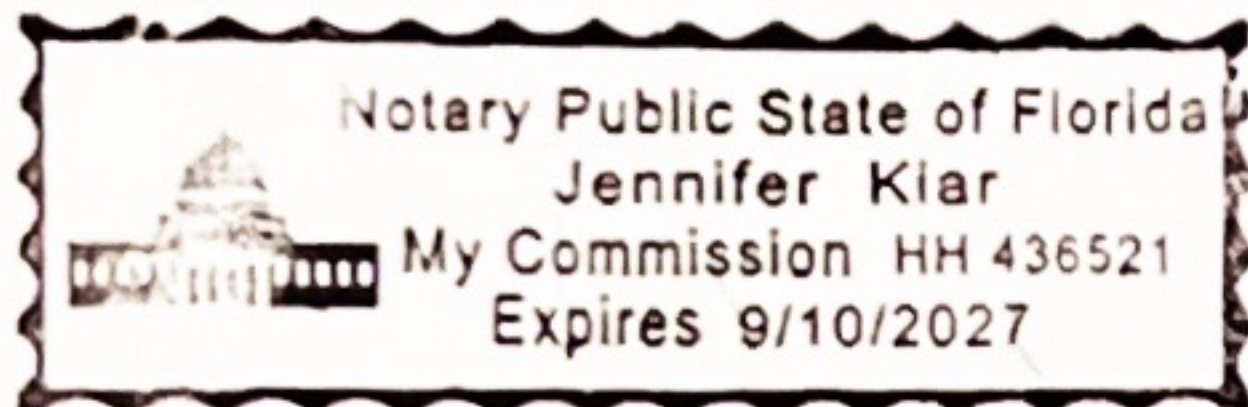
Complete Cities Planning Group, LLC

By: Kaitlyn Forbes

STATE OF Florida)
COUNTY OF Broward)

Subscribed before me by means of ☒ physical presence or ☐ online notarization, this _____ this 26th day of May, 2024, by Kaitlyn Forbes as Principal of Complete Planning Group, LLC, a company authorized to do business in the State of Florida, ☒ who is personally known to me or ☐ who produced _____ as identification, and who did not 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 Complete Planning Group, LLC, to the same.

(Signature of Notary Public-State of Florida)



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

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

Exhibit “A” Scope of Services

The Scope of Services for this Agreement shall include Long Range Planning and Development Review Services as described below:

Long Range Planning may include but will not necessarily be limited to following functions:

1. Make recommendations regarding land use and zoning changes that promote the Town’s development goals.
2. Perform code and comprehensive plan updates and amendments as requested by the Planning and Zoning Board, Town Administrator, and/or Town Council.
3. Coordinate, develop and interpret the Town’s Comprehensive Plan and Land Development Regulations.
4. Review and disseminate information pertaining to legislation adopted by the State of Florida affecting the Town’s comprehensive plan and land development regulations.
5. Perform planning studies, including preparation of Town ordinances, project outlines, selection of data sources, designing reports on capital improvements, zoning changes, historic preservation issues, and zoning district planning.
6. Assist in creating maps, reports, statistical compilations and other materials necessary to the planning process.
7. Attend Town Council meetings, Planning and Zoning Board meetings, Roadway, Equestrian Trails, and Greenway Committee meetings, Unified Land Development Committee meetings and other related meetings as requested.
8. May act as liaison on behalf of the Town with Palm Beach County, other municipalities, Treasure Coast Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies who interact with Loxahatchee Groves on the review and implementation of planning and land development permits, programs, and studies.
9. Prepare and submit Evaluation and Appraisal Report, Update to the Capital Improvement Element of the Comprehensive Plan, and the Water Supply Facilities Work Plan as required.
10. Interpret the Town’s comprehensive plan and zoning code and issue official interpretations.
11. Performs other duties as assigned or directed by the Town Manager and/or the Town Council.

Development Review Services may include but will not necessarily be limited to following functions:

1. Perform cursory reviews of applications for the public prior to submittal for Building, Planning and Zoning permits.
2. Provide intake services on development permit submittals and applications.
3. Review and comment on applications and petitions for completeness and assists in the preparation of all staff reports as directed by the Town Manager for the Town Council, Planning and Zoning Board, and Roadway, Equestrian Trails, and Greenway Committee.
4. Review business tax receipts applications, and oversee permitting of commercial, offices, apartments / condominiums, and single family residential, and accompanying auxiliary structures and uses for compliance with the Town’s Comprehensive Plan and Land Development Regulations.
5. Coordinate current planning activities, including plan review of development projects.
6. Provide direction regarding zoning interpretations and procedures.
7. Attend Town Council meetings, Planning and Zoning Board meetings, Roadway, Equestrian Trails, and Greenway Committee meetings and other related meetings as requested.
8. Manage any consultants, as directed to by the Town Manager, hired to implement or assist with

any job functions within this description.

9. Meet with residents, developers, architects, landowners, and the general public as needed.
 10. Review, update and create forms as required in the Town's Code of Ordinances and/or listed in Land Development Regulations.
 11. Provide assistance and guidance to code compliance staff in enforcing the Town's comprehensive plan, code of ordinances and development orders.
 12. Provide landscape architect and/or arborist to assist Town in reviewing development permits for compliance with the landscape provisions of the Town's land development regulations and inspections of property within the Town to ensure compliance with landscaping requirements mandated by code or development permit.
 13. Performs other duties as assigned or directed by the Town Manager and/or the Town Council.
- All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code, the Town of Loxahatchee Groves Charter, Comprehensive Plan and Code of Ordinances and all other applicable codes and standards governing the Services.

EXHIBIT "B"
Rate Sheet

Item 6.

| Traffic Engineering | | |
|---------------------|--------------------------------|-----------|
| # | Category | Rate |
| 0 | Project Manager | \$ 244.01 |
| 1 | Chief Traffic Engineer | \$ 235.60 |
| 2 | Senior Traffic Engineer | \$ 191.28 |
| 3 | Traffic Analyst | \$ 113.58 |
| 4 | Senior Traffic Design Engineer | \$ 172.39 |
| 5 | Traffic Design Engineer | \$ 115.19 |
| 6 | Technician | \$ 70.50 |
| 7 | GIS Specialist | \$ 108.18 |
| 8 | Graphic Designer | \$ 96.00 |

| Engineering Development Review | | |
|--------------------------------|------------------------------------|-----------|
| # | Category | Rate |
| 0 | Project Manager | \$ 244.01 |
| 1 | Chief Engineer | \$ 266.82 |
| 2 | Senior Engineer | \$ 218.48 |
| 3 | Engineer 1 | \$ 121.14 |
| 4 | Engineer Intern | \$ 126.00 |
| 5 | Design Engineer | \$ 202.50 |
| 6 | Senior Designer | \$ 120.12 |
| 7 | Designer | \$ 99.84 |
| 8 | Chief Planner | \$ 216.36 |
| 9 | Senior Planner | \$ 180.00 |
| 10 | Planner | \$ 114.35 |
| 11 | Landscape Designer, Tree Inspector | \$ 120.00 |
| 12 | Landscape Inspector | \$ 120.00 |
| 13 | Sr Community Outreach Specialist | \$ 156.00 |
| 14 | Technician | \$ 70.50 |
| 15 | GIS Specialist | \$ 108.18 |
| 16 | Graphic Designer | \$ 96.00 |

| Planning Development Review | | |
|-----------------------------|------------------------------------|-----------|
| # | Category | Rate |
| 0 | Project Manager | \$ 244.01 |
| 1 | Chief Planner | \$ 186.76 |
| 2 | Senior Planner | \$ 183.15 |
| 3 | Planner | \$ 127.47 |
| 4 | Landscape Designer, Tree Inspector | \$ 120.00 |
| 5 | Landscape Inspector | \$ 120.00 |
| 6 | GIS Specialist | \$ 108.18 |
| 7 | Graphic Designer | \$ 96.00 |
| 8 | Sr Community Outreach Specialist | \$ 156.00 |

| Long Range Planning | | |
|---------------------|------------------------------------|-----------|
| # | Category | Rate |
| 0 | Project Manager | \$ 244.01 |
| 1 | Chief Planner | \$ 186.76 |
| 2 | Senior Planner | \$ 183.15 |
| 3 | Planner | \$ 127.47 |
| 4 | Landscape Designer, Tree Inspector | \$ 120.00 |
| 5 | Landscape Inspector | \$ 120.00 |
| 6 | Senior GIS Specialist | \$ 166.23 |
| 7 | GIS Specialist | \$ 108.18 |
| 8 | Graphic Designer | \$ 96.00 |
| 9 | Sr Community Outreach Specialist | \$ 156.00 |



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: July 2, 2024
SUBJECT: Approval on Resolution No. 2024-21 - Approving a Schedule for the Town Council Meeting Dates.

Background:

At its May 7, 2024, the Town Council approved Resolution 2024-21 approving the schedule for the Town Council meeting dates. Staff added the July 16, 2024 Workshop meeting and the 4th Tuesday of the month is reserved for Workshop meetings (TBD), however, there is only one meeting in November and December.

We noticed a Scribner's error regarding the fiscal year period and in an effort to keep our documents error-free, staff is requesting that the Town Council approve the corrected version.

Recommendation:

Motion to approve *Resolution No. 2024-21* corrected version.

RESOLUTION NO. 2024-21 CORRECTED

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETINGS DATES FOR APRIL TO DECEMBER 2024; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified Calendar Schedule for all regular and workshop Town Council Meetings for the period beginning April 1, 2024, through December 31, 2024, is hereby presented.

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 of the Town of Loxahatchee Groves hereby adopts Resolution No. 2024-21 the Town Council Meeting Schedule for calendar year of 2024, beginning April 1, 2024, and ending December 31, 2024, as set forth in **Exhibit "A"** attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

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

Section 5. 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 in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

Council Member_____ offered the foregoing resolution. Council Member _____ 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"/> |
| LAURA DANOWSKI, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHLLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF JULY 2024.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Mayor Anita Kane

Vice-Mayor Margaret Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

EXHIBIT “A”

The Town Council Regular Meetings are held the 1st Tuesday of the Month:

- May 21, 2024 – Workshop & Special Meeting at 6:30 PM
- June 4, 2024 – Quasi-Judicial Workshop Meeting at 5:00 PM
- June 4, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- June 18, 2024 – Workshop & Special Meeting/Comp Plan Review at 6:30 PM
- July 2, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- July 16, 2024 - Workshop & Special Meeting at 6:00 PM
- August 6, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- September 3, 2024 – Community Discussion at 6:00 PM & Regular Meeting/1st Budget Hearing at 6:30 PM
- September 18, 2024 – Community Discussion at 6:00 PM & Regular Meeting/Final Budget Hearing at 6:30 PM
- October 1, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- November 5, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- December 3, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM

The Town Council Workshop/Special Meetings are reserved for the 4th Tuesday of the Month (TDB): Please note, there is only one meeting in November and December.

Below are the Budget Hearing dates for the County and the School District.

- July 31, 2024 at 5:05 PM – PBC School Board’s FY 25 – Budget Hearing – Tentative
- September 4, 2024 – PBC School Board’s FY 25 – Budget Hearing – Final Adoption
- September 10, 2024 at 5:05 PM – PBC BCC – Budget Hearing – 1st Public Hearing
- September 17, 2024 at 5:05 PM – PBC BCC – Budget Hearing – 2nd Public Hearing



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Approval on *Resolution No. 2024-20* adopting revisions to the Town Council Rules of Order and Procedure

Background:

At several meetings and general discussion on the matter, the Town Council directed staff to amend the Rules of Procedure (Exhibit A) specifically section 7.3 as follows:

Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. In the alternative, Public Comments may be sent in writing to the Town Clerk. Written Public Comments received by the Town Clerk by noon the day of the meeting will be made part of the record of the meeting. Written Public Comments received by the Town Clerk will not be read aloud during the meeting. Written Public Comments may be read aloud by another member of the public provided that any individual may only read written Public Comments for one (1) other person and the written Public Comments must be provided to the Town Clerk at the meeting to become part of the record of the meeting.

Recommendation:

Motion to approve *Resolution No. 2024-20* adopting revisions to the Town Council Rules of Order and Procedure.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE
TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR
SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, by Ordinance No. 2008-04, the Town Council adopted, in pertinent part, Sec. 2-22, Special meetings of Town Council and Sec. 2-23, Town Council meetings generally into its Code of Ordinances setting forth some time, place, rules, and order provisions for meetings of the Town Council; and

WHEREAS, in Resolution No. 2019-65, the Town Council repealed Administrative Policy 3-13 and adopted in its place certain rules of order and procedure for meetings of the Town Council; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of meetings; and

WHEREAS, the Town Council has determined that the Town Council Rules of Order and Procedure adopted by Resolution No. 2019-65 should be repealed and replaced with those in the attached Exhibit "A."

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 confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby adopts the Town Council Rules of Order and Procedure attached hereto as Exhibit “A”, as supplemental to the rules and procedures in Sec. 2-22 and 2-23 of the Code of Ordinances.

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

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

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

[Remainder of the page intentionally blank.]

| | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, 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 MAY 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

Mayor

Vice Mayor

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember

Councilmember

Councilmember

Exhibit “A”
to Resolution No. 2024-20

[Remainder of the page intentionally blank.]

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL RULES OF ORDER AND PROCEDURE

Adopted _____

Rule 1. Public Meetings.

- 1.1 All Town Council meetings shall be open to the public except as otherwise provided by law.

Rule 2. Regular Meetings.

- 2.1 The Town Council shall meet the first Tuesday of each month at 7 6:30 p.m. in Town Hall. ~~The meeting shall not be continued to the next day except due to special circumstances or an emergency.~~ This date may be changed from time to time as needed by a majority vote of the Town Council. In order to continue a meeting beyond 10:30 p.m. ~~a majority of the Council must approve by vote and to continue the meeting for each ½ hour thereafter must be approved by a majority of the Council.~~ Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.
- 2.2 The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law.

Rule 3. Special Meetings

- 3.1 A Special Meeting may be called by the Mayor or a majority of the Town Council as necessary. The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law. Such notification shall be given no less than 72 hours before commencement of the special meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests a special meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if a special meeting should be scheduled.**
- 3.2 The Mayor, Town Manager, or a majority of the Council Members may call an Emergency Town Council meeting when a sudden, urgent event or situation arises necessitating immediate action and judgment. The Town Clerk or designee shall post the agenda and notify each Town Council Member, the Town Manager, and Town Attorney immediately. Such notification shall be given as soon as practicable before commencement of the meeting and shall state the time, place, and subject of the meeting. **In the event a Council**

Member, preferable in writing, requests an emergency meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if an emergency meeting should be scheduled.

Rule 4. Adjourned Meeting A Town Council session may be adjourned or continued from day to day or for more than one day, but the adjournment shall not be extended beyond the next regular meeting.

Rule 5. Presiding Officer

- 5.1 The Mayor shall preside at Town Council meetings and shall be recognized as head of the Town government for ceremonial purposes and by the Governor for martial law purposes.
- 5.2 The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy in the office of the mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Council at the next regular council meeting.
- 5.3 In the absence of the Mayor and Vice-Mayor the Council member with the most seniority shall act as the Presiding Officer. In the event there is more than one Council member with the most seniority the Council members shall select the Presiding Officer.

Rule 6. Corporate Seal The duly appointed Town Clerk shall keep in custody the Town's corporate seal and ensure its proper and lawful use on behalf of the Town. No person shall use the Town Seal for a purpose other than official Town business.

Rule 7. Presentations & Public Comment

- 7.1 Town Council meetings are business meetings of the Council and the right to limit discussion rests with the Council.
- 7.2 Except as otherwise set forth in these Rules, persons who make a presentation to the Town Council must limit the duration of their presentation to 15 minutes. Exceptions may be granted by the Presiding Officer.
- 7.3 Public Comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Presiding Officer. Individuals addressing the Council on the same topic as an individual who has already spoken should attempt to provide new information and not repeat the comments of the previous speakers. Where possible, individual grievances should first be taken up with Town Staff before comments are made at a Town Council meeting. Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. In the alternative, Public Comments may be sent in writing to the Town Clerk. Written Public Comments received by the Town Clerk by noon the day of the meeting will be made part of the record

of the meeting. Written Public Comments received by the Town Clerk will not be read aloud during the meeting. Written Public Comments may be read aloud by another member of the public provided that any individual may only read written Public Comments for one (1) other person and the written Public Comments must be provided to the Town Clerk at the meeting to become part of the record of the meeting.

- 7.4 The Town Council may withhold comment or direct the Town Manager to take action on requests or comments.
- 7.5 Each person addressing the Council shall step up to the podium and state his/her name ~~and address~~ in an audible tone of voice for the record. It is preferred that each person also state his/her address. All public comments must be addressed to the Council as a body and not to individuals. Personal verbal attacks upon Council members, staff, and/or members of the public will not be tolerated. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.
- 7.6 Each person addressing the Council should refrain from advocating the election or defeat of a candidate for public office of the Town, either partisan or non-partisan: (1.) through the use of words, dates, signs, and/or props that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 8. Decorum and Order

- 8.1 The presiding officer shall preserve decorum and order and decide all questions of order subject to the Council's appeal.
- 8.2 During all meetings of the Town Council, Council members must preserve order and decorum and a Council member shall neither by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council nor disturb any Council member while speaking, or refuse to obey the rules of the Council or its Presiding Officer, except as otherwise provided herein.
- 8.3 No member of the public shall, during a Council meeting, make or cause to be made any disruptive noise or sound, or display any sign or graphic material of any kind in the Council Chambers, except in connection with a presentation made to the Council by a speaker at the podium.
- 8.4 The presiding officer shall have the authority to recess a meeting in order to re-establish the decorum of the meeting.

- 8.5 The Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, staff, and/or the public shall respect the right of all citizens in our community to hold different opinions; avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours; strive to understand differing perspectives; be truthful, not accusatory and avoid distortion; and avoid violence, prejudice and incivility towards citizens, employees, and officials of the Town of Loxahatchee Groves.
- 8.6 If it becomes necessary, the Presiding Officer may recuse the meeting in order to restore decorum and may request the Sheriff's Office assist in maintaining order and decorum at the meeting.

Rule 9. Rules of Debate

- 9.1 Sequence of Debate: With the exception of quasi-judicial matters, items before the Town Council shall be commenced by presentation of the item by a staff member, followed by public comment on the item. Once the presiding officer closes public comment, he or she shall call for a motion and a second on the item and then open debate by the Council. Once debate has concluded on the item, the presiding officer shall call for a vote on the item. A roll call vote may be requested by any Council member on any item.
- 9.2 Presiding Officer May Move, Second & Debate: The Presiding Officer may make a motion or second on any item subject only to such limitations of debate as are imposed by these rules on all Council members and shall not be deprived of any of the rights and privileges of a Council member by reason of the Council member acting as the Presiding Officer.
- 9.3 Responsibility of Presiding Officer: The Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council. The Presiding Officer responsibility is to keep the subject clearly before the Council members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- 9.4 All Members Shall Vote: No member of the Council who is present at any meeting of the Council at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present, except when, with respect to any such Council member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such Council member shall comply with the disclosure requirements of Section 112.313, Florida Statutes.
- 9.5 Getting the Floor; Improper References to be Avoided: Every Council member desiring to speak shall address the Presiding Officer and upon recognition by

the Presiding Officer, shall confine comments to the item under debate, avoiding all personalities and indecorous language.

- 9.6 Interruptions: A Council member, once recognized, shall not be interrupted when speaking except to call the Council member to order or as herein otherwise provided. If a Council member while speaking is called to order, said Council member shall cease speaking until the question of order is determined, and if in order, the Council member shall be permitted to proceed.
- 9.7 Withdrawal of Motions: Any motion before the Council may be withdrawn at any time prior to a vote being taken thereon by the Council member making such motion, upon agreement by the Council member seconding said motion to withdraw the second.
- 9.8 Amending of Motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Council shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in subparagraph 9.7 above.
- 9.9 Motion to Reconsider: A motion to reconsider any action taken by the Council may be made only during the meeting that such action was taken. Such motion must be made by one of the Council members on the prevailing side, but may be seconded by any Council member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council. **If a meeting is continued to a second night, that is the next day, then this shall be deemed to be part of the initial meeting.**

Rule 10. Appointments to the Council and Boards & Committees

- 10.1 Vacancies on the Town Council—~~or any Board or Committee~~ of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit their name and qualifications ~~an application~~ letter of interest and resume to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is a qualified elector of the Town and submit that information to the Town Council.
- 10.2 To fill a vacancy on the Town Council, pursuant to Section 3.(4)(d)(1) of the Town Charter, the Town Council shall vote by ballot. The Town Clerk shall prepare the ballots, listing the qualified candidates that submitted a letter of interest and resume by the stated deadline. The Town Council may, by majority vote of the Council, change the voting process at any time.

- 10.3 Vacancies on any Board or Committee of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit an application to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is eligible and qualified pursuant to the requirements of the Board or Committee and submit that information to the Town Council.
- 10.4 To fill a vacancy on any Board or Committee of the Town other than the Town Council, the Town Council shall vote on the appointment by motion and second.

Rule 11. Quorum A majority of the full Council shall constitute a quorum. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the Town Council. If no quorum exists within fifteen(15) minutes after the time designated for the meeting of the Council to commence or if a quorum is lost, the Mayor or the Vice Mayor or, in their absence, the Council Member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

Rule 12. Absent Member Participation by Telephone Conference

A member of the Town Council who is absent, with excuse, may participate and vote by telephone conference in a Council meeting where there is a physical quorum present at the physical meeting site and where the Council determines that extraordinary circumstances exist to justify the Council allowing the Member to participate by telephone. However, a Council member shall not be allowed to participate by phone in a quasi-judicial hearings.

Rule 13. Suspension and Amendment of these Rules

- 13.1 Suspension of Rules: Any provision of these rules not governed by the Town Charter or Town Code may be temporarily suspended by a vote of a majority of the Town Council.
- 13.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the Town Council, provided that the proposed amendments or new rules shall have been introduced into the record.

Rule 14. Preparation/Delivery of Agenda The Town Manager, Town Clerk or designee shall prepare the agenda and make every effort to deliver a complete agenda kit to the Council Members no later than 5 :00 P.M. on the Wednesday prior to the regular meeting. Agenda kits for special and emergency meetings will be distributed in as timely a manner as possible. The agenda, as well as lengthy reports and standard contracts that are part of the agenda's back-up documentation, shall be available for review in Town Administration.

Rule 15. Special Presentations This is the segment of the meeting where positive recognition is expressed. Proclamations are typically presented at the beginning of the meeting. Should a Council Member desire a proclamation that will be delivered

elsewhere, it should be brought up under their comments for Council authorization. A proclamation should always “proclaim” a day, week, or month as something specific. Certificates of Appreciation and Commendation should be done when honoring an individual or accomplishment. Whenever practical, the use of certificates is encouraged.

Rule 16. Council Member Comments

- 16.1 The purpose of Council Member Comments is to promote the public discussion of matters relating to Town business and to encourage the dissemination of information. Any Council Member may submit reports and information on items relating to Town business. When possible, the other Council Members, the Town Manager, and the Town Attorney should receive such materials in advance. Council Members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Council during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the Manager or the Attorney, as appropriate.
- 16.2 Official actions may not be taken under Council Member Comments ~~comments in the case of an emergency or for other situations necessitating immediate action as may be determined by~~ other than by a majority of the Council to provide staff direction.
- 16.3 Council Members should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 17. Council Member Attendance at Other Meetings

- 17.1 Council Members may attend but may not speak at Town advisory board meetings.
- 17.2 Council Members may attend and speak at meetings of outside boards and committees. If speaking at such meetings, the Council Member speaks for Town Council and must accurately represent the position of Town Council and not that of the individual Council Member.

Adopted by Resolution __ on _____.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Resolution No. 2024-33 Approving Agreement with Southeast Highway Guardrail and Attenuators, LLC

Background:

A piggyback contract between the Town and Southeast Highway Guardrail and Attenuators, LLC was approved by the Town Council by Resolution No. 2024-33 at the June 4th Council meeting. Following approval by Town Council, the vendor requested changes to the contract to remove the requirement for professional liability insurance coverage and to change the vendor's address, as the business recently relocated.

In the meantime, Palm Beach County amended the underlying agreement to extend the term, so the term of this agreement has been extended accordingly. Also, since this Agreement will now be fully executed after July 1, 2024, paragraph 7.19 and language in the Notary Block were also added to comply with new requirements under Florida Statutes.

Recommendations: Move to approve the revised Agreement to the piggyback contract with Southeast Highway Guardrail and Attenuators, LLC, and direct staff to attach the revised Agreement to Resolution No. 2024-33.

Piggyback Purchasing Agreement

This Agreement for Guardrail Maintenance and Installation Services (“Agreement”) is made as of the ____ day of _____, 2024, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (the “TOWN”), and Southeast Highway Guardrail and Attenuators, LLC, 1818 S. Australian Ave., Suite 110, West Palm Beach, Florida 33409, a limited liability company authorized to do business in the State of Florida (the “CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform guardrail maintenance and installation services (“SERVICES”) for the TOWN; and,

WHEREAS, Palm Beach County through its competitive selection process awarded Project No. 2022054 Guardrail Continuing Services Construction Contract (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions.
 - 4.1 The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. CONTRACT (including the Solicitation, Contractors Proposal and Contract).

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

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

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

6. Effective date, term and renewal. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on April 17, 2026. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

7. Miscellaneous Provisions.

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

7.2 The Project Manager for the TOWN is Craig Lower at 561-807-6671. The Project Manager for the CONTRACTOR is Todd Battelene at 561-719-2802.

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

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

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

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

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

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

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

7.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, 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.

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

7.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

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

7.15 Scrutinized Companies:

- (a) CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- (b) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is or has been engaged with business operations in Cuba or Syria during the term of this Agreement.
- (c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- (d) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.16 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR certifies that it and its subcontractors are not on the convicted vendor list and have not been for at least 36 months prior to entering into this Agreement. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

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

7.18 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7.19 The CONTRACTOR, by signing this Agreement, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

8. Insurance.

8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in

“monopolistic” states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN’s officers, employees, and consultants as additional insureds.

8.4 Reserved.

8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

8.6 TOWN shall be named as an additional insured on CONTRACTOR’s insurance coverage.

8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.

8.8 Except for Professional Liability and Workers’ Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

9. Indemnity.

9.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnatee with counsel 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.

9.2 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) the third party claim seeks an injunction or equitable relief against the TOWN; or (ii) the CONTRACTOR has failed or is failing to prosecute or defend 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.

9.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

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

10.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

10.3 Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;

10.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

10.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

10.6 Be aware that if TOWN terminates this Agreement under Section 448.095(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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: Southeast Highway Guardrail and Attenuators, LLC, a limited liability company authorized to do business in the State of Florida

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2024, by _____, as _____ of Southeast Highway Guardrail and Attenuators, LLC, a limited liability company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced the following _____ as identification and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Southeast Highway Guardrail and Attenuators, LLC, to the same.

Notary Public

Print Name: _____

My commission expires: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Budget background and setting of TRIM rates

Background:

PROPOSED BUDGET SCHEDULE

There are three preliminary TRIM resolutions before the Council for approval on their July 2, 2024 agenda. The purpose of these resolutions is to set the maximum rate that can be assessed. The actual adoption of the rates will come after your September public hearings on the budget and after the Council has had a thorough review of the budget. The proposed schedule for your budget meetings is as follows:

July 16, 2024 – initial presentation and review of the budget of the detailed budget

August 13, 2024 – budget workshop

August 20, 2024 – budget workshop

August 22, 2024 – budget workshop (if needed)

If Council so directs, a budget workshop will also be held in mid-August with the FAAC, so that Council can get their input in the process.

September 3, 2024 – Public hearing and adoption of budget and final assessment rates for Water Control District and Solid Waste Funds, first hearing on adoption of general fund budget and millage rate.

September 18, 2024 – Public hearing and adoption of budget and final millage rate for Town general fund.

As a part of those discussions the Council will be considering and formulating the 5 year Capital Improvement Plan (CIP) with first reading of the adopting ordinance being scheduled for the September 3rd meeting and public hearing being scheduled for September 18th.



155 F Road Loxahatchee Groves, FL 33470

OVERVIEW OF THE BUDGET

Fund Balances

Attached is a projection of the fund balances for the Town's various funds on September 30, 2024. Fund balances in the General Fund and Road and Drainage Fund have been reduced as anticipated because of the use of reserves in the FY24 budget. The staff is not recommending the use of either general fund reserves or road and drainage reserves in the upcoming budget. Those reserves are anticipated to be at or above the 25% of operating budget, but in the staff's opinion there should not be a further draw on those reserves. The FAAC at their June 25th meeting concurred in the recommendation not to rely on the reserves in either of those funds, unless an emergency necessitates those reserves being utilized.

The Transportation Fund and Local Option Surtax Fund (L.O.S.T.) funds typically do not maintain reserves and are utilized to contribute to the funding of the Capital and Road and Drainage Funds. It is recommended those funds be utilized in their entirety, again for next year for those purposes.

The current and expected Solid Waste fund balance was maintained above the 25% level to be used for rate stabilization, in anticipation of upcoming increases in the contract for January of 2025 and January of 2026. As discussed below the Council may want to consider usage of a portion of those reserves to provide rate stabilization.

General Fund

In FY24 the General Fund had a budget of approximately \$4.23 million, with the source of funds including \$506,000 from fund reserves. In FY24 the general fund transferred 1.2 million to the Capital Fund for ongoing capital projects and \$118,000 to the Solid Waste fund to allow the rates to remain at previous levels. For FY25 the current working draft of the budget anticipates revenues of 4.05 million without the use of any reserves. At this time the budget includes a transfer of \$750,000 to the FY25 Capital Fund using only FY25 revenues. The millage rate is proposed to remain at 3 mills. Attached is a memo from Chris Wallace, describing the required number of votes to adopt the millage rate at various levels. To set the preliminary TRIM rate, at any level, a simple majority vote of the Council is all that is required. Maintenance of the millage rate was supported by the FAAC. The staff will be recommending the supplement to the Solid Waste fund cease and that fund support its expenses relying on existing reserves to provide some rate stabilization.



155 F Road Loxahatchee Groves, FL 33470

Road and Drainage Fund

Revenues in the Road and Drainage fund are approximately 1.82 million dollars. The bulk of that revenue comes from the assessment of lands within the district at a rate of \$200 per acre, which produces approximately 1.5 million. In addition, gas tax funds of approximately \$275,000 per year are transferred into the Road and Drainage fund. In FY24 approximately \$945,000 was taken from previous years' fund balance to support expenditures of 2.76 million, which included a transfer to the Capital fund of approximately \$485,000.

The working draft of the FY25 budget for the Road and Drainage fund has anticipated expenses, without any transfer to the Capital fund, of \$2.4 million. The funding gap is approximately \$600,000 and there are no reserves to draw from.

\$ 20 of assessment produces approximately \$150,000 in revenue. To cover the gap in funding, staff is recommending an increase in the assessment rate to \$280 per acre. At the FAAC meeting two members of the committee supported increasing the assessment rate and 3 members did not. Remembering, that preliminary TRIM rates set the maximum possible rate, staff encourages the Council to adopt a preliminary rate of \$280 to potentially cover the revenue gap. Alternative means to cover the revenue gap would be to divert general fund revenues scheduled to be transferred to the Capital fund, to the Road and Drainage fund.

Capital Fund

The draft of the tentative FY25 Capital Program is attached and calls for approximately \$2.25 million in spending. Council will note that the long term plan suggests deferring roads included in the FY24 paving plan to future years. Those roads are West C, West D, Global Trail, and Kerry Lane. It is the public works director's recommendation those roads be deferred until the adjacent roads are able to be paved at the same time. His reasoning is that the grader will still have to be sent to those areas until such time as all the adjacent roads are paved and therefore, he does not see significant savings by programming those 4 roads for paving in FY24. The cost of the road improvement plan for those 4 roads is approximately \$420,000 (includes contracted pricing for paving and road rock). If Council concurs in the postponement of those 4 roads until future years when each complete neighborhood could be paved, the \$420,000 would be redirected to cover any potential overages in the remainder of the FY24 CIP and fund the gap approximate \$300,000 gap in the FY25 CIP. Full funding of the FY25 CIP would still be contingent on the transfer of funds from the General Fund.



155 F Road Loxahatchee Groves, FL 33470

Solid Waste Fund

Residential garbage collection is primarily funded by solid waste assessments. The current assessment rate is \$400 per unit. This assessment rate generates net revenue of about \$580,000. In FY24 the Town Council supplemented the assessment collection with \$118,000 from the general fund to cover the actual expenses of the garbage collection which is approximately \$700,000. In FY25, in accordance with the current garbage contract, the collection costs will increase to approximately \$720,000. Although the FAAC did not recommend any increases in assessment rates, given the potential funding deficit in the Road and Drainage fund and therefore the potential need to have the General Fund contribute to the Road and Drainage fund, it is recommended the solid waste assessment be returned to \$450, which will close the gap on the assessment covering the actual costs of the service, with the remaining deficiency being covered by the projected fund balance. If reserves, were used in that manner the resultant fund balance would still be above the 25% level.

Recommendation:

Council consideration and direction with respect to the Preliminary TRIM rates for road and drainage assessment, solid waste assessment and millage rate.

| | | | |
|-----------|---------------------------|--------------|----------------------------|
| | Unavailable Grant Revenue | balance | |
| 9/30/2021 | 899,784.00 | 899,784.00 | 1st Receipt |
| 8/31/2022 | 899,784.00 | 1,799,568.00 | 2nd Receipt |
| 9/30/2022 | (1,439,774.00) | 359,794.00 | Transferred to CIP Fund Tc |

FY22 CIP Revenues,Exp, and Fund Balance

| | |
|----------------------------------|---------------------|
| Fund Balance Forward | 375,352.00 |
| ARPA Funds Transferred In | 1,392,124.00 |
| Contributions Transporation Fund | 171,700.00 |
| Capital Outlay | <u>1,646,817.00</u> |
| Net | <u>(82,993.00)</u> |

› Eliminate deficit

(47,650.00) went to solid waste

**Fund Balance Runout
FY2020 to FY2024**

| | General Fund | Transportation Fund | LOST | Road and Drainage | Capital Projects | Solid Waste |
|--|---------------------|----------------------------|-------------|--------------------------|-------------------------|--------------------|
| Fund Balances at 9/30/2020 | 1,059,426 | 474,401 | 861,528 | 695,396 | 784,277 | 129,307 |
| Revenues FY21 | 2,924,015 | 377,753 | 272,667 | 1,823,789 | 27 | 703,937 |
| Expenditures FY21 | (2,417,872) | - | - | (1,327,823) | (2,040,647) | (699,311) |
| Transfers in | - | - | - | 210,000 | 1,631,695 | 77,950 |
| Transfers out | (77,950) | (707,500) | (1,134,195) | - | - | - |
| Fund Balances at 9/30/2021 | 1,487,619 | 144,654 | - | 1,401,362 | 375,352 | 211,883 |
| Revenues FY22 | 4,839,586 | 396,107 | 315,075 | 1,549,112 | - | 660,895 |
| Expenditures FY22 | (2,751,545) | - | (5,899) | (1,612,792) | (1,646,817) | (673,878) |
| Issuance of Debt- Leases | 11,765 | - | - | - | - | - |
| Transfers in | - | - | - | 272,037 | 1,563,824 | 47,650 |
| Transfers out | (1,439,774) | (443,737) | - | - | - | - |
| Fund Balances at 9/30/2022 | 2,147,651 | 97,024 | 309,176 | 1,609,719 | 292,359 | 246,550 |
| Revenues FY23 | 4,094,368 | 405,313 | 361,131 | 1,535,112 | 126,459 | 585,725 |
| Expenditures FY23 | (2,979,929) | - | - | (1,972,258) | (1,640,010) | (714,112) |
| Issuance of Debt- Leases | - | - | - | 236,620 | - | - |
| Transfers in | - | - | - | 541,000 | 1,885,741 | 135,365 |
| Transfers out | (1,175,912) | (502,337) | (670,307) | (213,550) | - | - |
| Fund Balances at 9/30/2023 | 2,086,178 | - | - | 1,736,643 | 664,549 | 253,528 |
| Revenues FY24, forecasted to FYE | 4,656,818 | 381,509 | 360,585 | 1,533,758 | 1,621,794 | 581,224 |
| Expenditures FY24, Forecasted to FYE | (3,087,147) | - | - | (2,661,649) | (4,435,437) | (698,848) |
| Issuance of Debt- Leases | - | - | - | 239,346 | - | - |
| Transfers in | - | - | - | 253,836 | 2,149,094 | 118,000 |
| Transfers out | (1,320,853) | (406,386) | (334,000) | (484,691) | - | - |
| Fund Balances Used or Restricted | (771,747) | - | - | - | - | - |
| Fund Balances at 9/30/2024, Forecasted | 1,563,249 | (24,877) | 26,585 | 617,243 | - | 253,904 |

| | Audited | | | |
|---------------------|---------|-------------|-------------|-------------|
| | 2,020 | 2,021 | 2,022 | 2,023 |
| Revenue | | 27 | - | 126,459 |
| Expenditures | | (2,040,647) | (1,646,817) | (1,640,009) |
| Transfers In TF | | 497,500 | 171,700 | 126,900 |
| Transfers In Surtax | | 1,134,195 | - | 266,200 |
| Transfers In GF | | - | 1,392,124 | 606,793 |
| BFB | | 784,277 | 375,352 | 292,359 |
| EFB | | 375,352 | 292,359 | (221,298) |

| | Budgeted | | | |
|--------------------------------|--------------|--------------|--------------|--|
| | 2021 | 2022 | 2023 | |
| Intergovernmental | 0 | | 1,538,000 | |
| In From GF | 600,500 | 335,720 | 640,100 | |
| In from TF | | 151,836 | - | |
| Use of Fund Balance | 350,000 | - | | |
| | 950,500 | 487,556 | 2,178,100 | |
| Budget To Actual, Revenues | (681,222) | (1,076,268) | 1,051,748 | |
| Budget To Actual, Expenditures | (1,090,147) | (1,159,261) | 538,091 | |
| | more revenue | more revenue | less revenue | |
| | more exp | more exp | less exp | |

2,024

| | 2021 | 2022 | 2023 |
|---------------------|---------|---------|-----------|
| Intergovernmental | 0 | | 1,538,000 |
| In From GF | 600,500 | 335,720 | 640,100 |
| In from TF | | 151,836 | - |
| Use of Fund Balance | 350,000 | - | |
| | 950,500 | 487,556 | 2,178,100 |

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Town of Loxahatchee Groves

Finance Department

Memorandum

TO: Francine Ramaglia, Town Administrator
 FROM: Christopher Wallace, Finance Director
 DATE: Thursday, June 27, 2024
 SUBJECT: FY2025 Budget— Millage Rate Options

The City is governed by Florida Statutes §200.065, *Determination of Millage, Method of fixing millage*. This section of the statutes control what the Town Council can do with its millage rates and is ultimately limited by Florida's Constitution. The constitution limits local government to 10.0000 mills, unless, for a period not-to-exceed two years, voters of the Town approve an additional millage rate levy of up to 2.0000 mills.

The main controlling constraints to the Town are essentially how many votes you can get to raise the millage rate above the "rolled back rate". The rolled back rate is the rate, once levied, that generates the same gross revenues as the prior year. These amounts are gross of discounts and allowances that total no more than 95%. For our analysis, we have assumed that the Town will generate 95% of the taxes levied. The 95% comes about from the 4% discount allowed taxpayers if they pay early (November instead of March of the subsequent year) plus a 1% allowance for adjustments made by the property appraiser's office to the tax roll after the millage rate is adopted.

We have calculated the various options. Essentially, if the Council votes unanimously, the Town can levy up to the 10-mill limit. If the Council has less than unanimity, the amount that can be levied is constrained. The chart below details the options:

| Option | Millage Rate | Generates, Net, on Taxable Value of \$605,888,138 | Difference To Current Rate of 3 mills |
|---|--------------|---|---|
| Current Millage Rate | 3.0000 | 1,726,781.19 | - |
| Rolled Back Rate | 2.7048 | 1,556,865.92 | (169,915.27) |
| Proposed Millage Rate | 3.0000 | 1,726,781.19 | - |
| Maximum Millage Rate Without Voter Approval | 10.0000 | 5,755,937.31 | 4,029,156.12 |
| Majority Vote of 3 Maximum Millage Rate | 2.8587 | 1,645,449.80 | (81,331.39) |
| Majority Vote of 4 Maximum Millage Rate | 3.1446 | 1,810,012.05 | 83,230.85 |
| Each 1 mill generates, net | 1.0000 | 575,593.73 | |

TOWN OF LOXAHATCHEE GROVES

Proposed 2023-2024 Fiscal Year Budget (FY24)

FY23 PROJECTS TO BE CARRIED FORWARD

| | | Estimated Timeframe | 2023 Budgeted (includes carryforwards) | 2023 Expended | 2023 carry forward to 2024 |
|--|------------|------------------------|--|---------------------|----------------------------------|
| Road Paving Plan (overlay program) | | | | | |
| E North to SN | 1 miles | 2023 | \$ 188,000 | \$ 33,115 | \$ 154,885 |
| West G | 0.5 miles | 2023 | \$ 100,000 | \$ 2,500 | \$ 97,500 |
| W 25th St N | 0.25 miles | 2023 | \$ 50,000 | \$ - | \$ 50,000 |
| Folsom | 0.3 miles | 2023 | \$ 60,000 | \$ 19,986 | \$ 40,014 |
| Total Paving Costs including non-carryforward | | | \$ 1,378,000 | \$ 1,053,440 | \$ 342,399 |
| Specific Culvert Locations | | | | | |
| 161st and A Rd Bridge Culvert | | 2023 | \$ 108,000 | \$ - | \$ 108,000 |
| 24th and E Rd (Emergency) | | 2023 | \$ 126,000 | | \$ 126,000 |
| Total Culvert Costs including non-carryforward | | | \$ 603,000 | \$ 459,599 | \$ 234,000 |
| Repair and Maintenance Canals | | | | | |
| Canal Bank Maintenance/Emergency Bank Stabilization Collecting Canal | | | \$ 50,000 | | \$ 50,000 |
| Total Carried Forward for Specific Projects | | | | \$ - | \$ 626,399 |

| | |
|--|---------------------|
| FY23 Summary | |
| Revenues | |
| Budgeted Funds in 305 | \$ 2,178,100 |
| Developer Contributions | \$ 126,459 |
| Captial Funds Available FY 23 | \$ 2,304,559 |
| Expenses | |
| Total of Budgeted Expenses for FY23 Projects | \$ 2,186,000 |
| Total Actual Expended in FY23 | \$ 1,640,010 |
| Total Available for carryforward | \$ 664,549 |
| Total Carried Forward for Specific Projects | \$ 626,399 |
| Unallocated Carry Forwards | \$ 38,150 |
| Total Carried Forward | \$ 664,549 |

TOWN OF LOXAHATCHEE GROVES
Proposed 2023-2024 Fiscal Year Budget (FY24)

CAPITAL PROJECTS WORKSHEET

| | | | Estimated Timeframe | 2024 Adopted 23-04 | New Projects | 2024 Proposed | Difference | 2025 | 2026 | 2027 | 2028 |
|--|-------------|-----------|------------------------|-----------------------|--------------|---------------|------------|--------------|--------------|------|------|
| Road Paving Plan (overlay program) | | | | | | | | | | | |
| West C (Gruber to Forest Lane) | 0.3 miles | 2024 | | \$ 69,000 | | \$ 69,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| West D (Gruber to Bunny Lane) | 0.3 miles | 2024 | | \$ 69,000 | | \$ 69,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Global Trail | 0.4 miles | 2024 | | \$ 92,000 | | \$ 92,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Kerry Lane | 0.3 miles | 2024 | | \$ 69,000 | | \$ 69,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 24th Court (E & W of F Rd) | 0.6 miles | 2024 | | \$ 138,000 | | \$ 138,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 161st Ter N | 2 miles | 2024 | | \$ 460,000 | | \$ 460,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Gruber | 0.5 miles | 2024 | | \$ 115,000 | | \$ 115,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| E Citrus | 0.5 miles | 2024 | | \$ 115,000 | | \$ 115,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 147th | .125 miles | 2024 | | \$ 28,750 | | \$ 28,750 | \$ - | \$ - | \$ - | \$ - | \$ - |
| A South | 1.25 miles | 2025 | | \$ - | | \$ - | \$ - | \$ 287,500 | \$ - | \$ - | \$ - |
| B North + North from B to C | 1.0 miles | 2024 | | \$ - | \$ 250,000 | \$ 250,000 | \$ 250,000 | - | \$ - | \$ - | \$ - |
| Casey Rd | 0.75 miles | 2024 | | | \$ 172,500 | \$ 172,500 | \$ 172,500 | | \$ - | \$ - | \$ - |
| N North | 1.5 miles | 2025 | | \$ - | | \$ - | \$ - | \$ 319,250 | \$ - | \$ - | \$ - |
| Collect Canal | 3.25 miles | 2023&2025 | | \$ - | | \$ - | \$ - | \$ 115,000 | \$ - | \$ - | \$ - |
| E Southern to Citrus (Loxahatchee Ave) | 0.15 miles | 2025 | | | | | \$ - | \$ - | \$ 34,500 | \$ - | \$ - |
| Citrus | 0.25 miles | 2025 | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lox Ave Tangerine to Citrus | 0.1 miles | 2025 | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tangerine | 0.5 miles | 2025 | | \$ - | | \$ - | \$ - | \$ 115,000 | \$ - | \$ - | \$ - |
| G Road (E) | 0.5 miles | 2025 | | | | | \$ - | \$ 115,000 | | | |
| 25th St East of Folsom | 0.25 miles | 2025 | | | | | \$ - | \$ 57,500 | | | |
| S North | 1.5 miles | 2026 | | | | | \$ - | \$ - | \$ 345,000 | | |
| 6th Ct E Rd to Vinceremos) | 0.75 miles | 2026 | | \$ - | | \$ - | \$ - | \$ - | \$ 172,500 | \$ - | \$ - |
| Compton | 0.75 miles | 2026 | | \$ - | | \$ - | \$ - | \$ - | \$ 172,500 | \$ - | \$ - |
| Bryan | 0.75 miles | 2026 | | \$ - | | \$ - | \$ - | \$ - | \$ 172,500 | \$ - | \$ - |
| Marcella | 0.75 miles | 2026 | | \$ - | | \$ - | \$ - | \$ - | \$ 172,500 | \$ - | \$ - |
| | | | | \$ 1,155,750 | \$ 422,500 | \$ 1,578,250 | \$ 422,500 | \$ 1,009,250 | \$ 1,069,500 | \$ - | \$ - |
| Road Rock Plan (rebuilding of road beds) | | | | | | | | | | | |
| Collect Canal | 3.25 miles | 2026 | | \$ - | | \$ - | \$ - | \$ 12,000 | \$ - | \$ - | \$ - |
| South 'E' and Citrus | 0.5 miles | 2024 | | \$ 35,000 | | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| West C (Gruber to Forest Lane) | 0.3 miles | 2024 | | \$ 21,000 | | \$ 21,000 | \$ - | | | | |
| West D (Gruber to Bunny Lane) | 0.3 miles | 2024 | | \$ 21,000 | | \$ 21,000 | \$ - | | | | |
| Global Trail | 0.4 miles | 2024 | | \$ 28,000 | | \$ 28,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Kerry Lane | 0.3 miles | 2024 | | \$ 10,500 | | \$ 10,500 | \$ - | | | | |
| 24th Court (E & W of F Rd) | 0.6 miles | 2024 | | \$ 21,000 | | \$ 21,000 | \$ - | | | | |
| 6th Ct (E Rd to Vinceremmos) | 0.75 miles | 2024 | | \$ - | | \$ - | \$ - | \$ 52,500 | \$ - | \$ - | \$ - |
| Tangerine | 0.5 miles | 2024 | | \$ 35,000 | | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| E Citrus | 0.5 miles | 2024 | | \$ 35,000 | | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 147th | 0.125 miles | 2024 | | \$ 8,500 | | \$ 8,500 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 161st Ter N | 2 miles | 2024 | | \$ 105,000 | | \$ 105,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Casey Rd | 0.75 miles | 2024 | | \$ 25,000 | | \$ 25,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Gruber | 0.5 miles | 2024 | | \$ 35,000 | | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| B North | 0.5 miles | 2025 | | \$ 23,550 | | \$ 23,550 | \$ - | \$ - | \$ - | \$ - | \$ - |
| A South | 1.25 miles | 2025 | | \$ - | | \$ - | \$ - | \$ 75,000 | \$ - | \$ - | \$ - |
| N North | 2 miles | 2025 | | \$ - | | \$ - | \$ - | \$ 75,000 | \$ - | \$ - | \$ - |
| Folsom | 0.3 miles | 2025 | | \$ - | | \$ - | \$ - | | \$ - | \$ - | \$ - |

TOWN OF LOXAHATCHEE GROVES
Proposed 2023-2024 Fiscal Year Budget (FY24)

CAPITAL PROJECTS WORKSHEET

| | | Estimated Timeframe | 2024 Adopted 23-04 | New Projects | 2024 Proposed | Difference | 2025 | 2026 | 2027 | 2028 |
|--|------------|------------------------|-----------------------|--------------|---------------|------------|------------|------------|------|------|
| G Road (E) | 0.5 miles | 2025 | | | | \$ - | \$ 35,000 | | | |
| 25th St East of Folsom | 0.25 miles | 2025 | | | | \$ - | \$ 17,500 | | | |
| S North | 1.5 miles | 2026 | \$ - | | \$ - | \$ - | \$ - | \$ 105,000 | \$ - | \$ - |
| Lox Ave Tangerine to Citrus | 0.1 miles | 2026 | | | | \$ - | \$ 6,000 | | | |
| 22nd N/F/P | 0.6 miles | 2026 | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | \$ 403,550 | | \$ 403,550 | \$ - | \$ 267,000 | \$ 111,000 | \$ - | \$ - |
| Stormwater/Roadway Drainage Improvements | | | | | | \$ - | | | | |
| SWM System Improvements-Resilient Florida | | | | | | \$ - | | | | |
| Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage | | | | | | | | | | |
| | | TBD | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Specific Maintenance Projects | | | | | | \$ - | | | | |
| Pump House (including instrumentation and controls) | | 2025 | | | \$ - | \$ - | \$ 10,000 | \$ - | \$ - | \$ - |
| Gate Repairs at 'A' | | 2025 | | | \$ - | \$ - | \$ 10,000 | \$ - | \$ - | \$ - |
| Gate Repairs at 'Folsom' | | 2025 | | | \$ - | \$ - | \$ 15,000 | \$ - | \$ - | \$ - |
| Gate Repairs at 'D' | | | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | \$ - | | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | \$ - |

TOWN OF LOXAHATCHEE GROVES

Proposed 2023-2024 Fiscal Year Budget (FY24)

CAPITAL PROJECTS WORKSHEET

| | Estimated Timeframe | 2024 Adopted 23-04 | New Projects | 2024 Proposed | Difference | 2025 | 2026 | 2027 | 2028 |
|---|------------------------|-----------------------|--------------|---------------|--------------|--|--------------|--------------|------------|
| Swales & Culverts | | | | | \$ - | | | | |
| Swales, Catch Basins and Other Control Structures | 2024 | \$ 500,000 | | \$ 274,300 | \$ (225,700) | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 |
| South E and Citrus Drainage System (Without tree removal) | 2024 | \$ - | | \$ - | \$ - | \$ 200,000 | \$ - | \$ - | \$ - |
| Tangerine and Citrus Drainage System (Without tree removal) | 2024 | \$ - | | \$ - | \$ - | \$ 300,000 | | | |
| Miscellaneous culvert failures/emergency repairs (5-7 culverts) | | \$ 200,000 | | \$ - | \$ (200,000) | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 |
| | | \$ 700,000 | | \$ 274,300 | \$ (425,700) | \$ 1,050,000 | \$ 550,000 | \$ 550,000 | \$ 550,000 |
| Specific Culvert Locations | | | | | \$ - | | | | |
| B Rd Culvert | 2024 | | \$ 125,700 | \$ 125,700 | | | | | |
| 11th Ter and D Rd Bridge Culvert | 2024 | \$ 126,000 | | \$ 126,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Miscellaneous culvert failures/emergency repairs (5-7 culverts) | 2023-2026 | | | | \$ - | | | \$ - | \$ - |
| F Rd + Collecting Canal Culvert | 2024 | | \$ 160,000 | \$ 160,000 | \$ 160,000 | | | | |
| 12th Place North | | | \$ 120,000 | \$ 120,000 | \$ 120,000 | | | | |
| | | \$ 126,000 | \$ 405,700 | \$ 531,700 | \$ 405,700 | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance Canals | | | | | \$ - | | | | |
| Canal Bank Maintenance/Emergency Bank Stabilization Collecting Canal | | \$ - | \$ 148,000 | \$ 198,000 | \$ 198,000 | \$50,000 Funded through carry forward from FY23, 20,000 funded from Misc culverts, and 128,000 from Resilient Grant Matching Funds | | | |
| Cost to restore banks to 1.5:1 slope (30 Miles at 5% annually over 20 years) = 1.5 Miles at \$150.00 /LF | 2025-2040 | \$ 205,794 | | \$ 205,794 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Seven Locks/Weirs at \$150,000 each location | 2025-2040 | \$ - | | \$ - | \$ - | \$ 300,000 | \$ 300,000 | \$ 450,000 | \$ - |
| | | \$ 205,794 | | \$ 403,794 | \$ 198,000 | \$ 300,000 | \$ 300,000 | \$ 450,000 | \$ - |
| Trails System | | | | | \$ - | | | | |
| Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system. | | | | | \$ - | | | | |
| North Road Trail | TBD | | | | \$ - | \$ 20,000 | \$ - | \$ - | \$ - |
| Horse crossings at B, D and F Roads along canal heads | TBD | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Hand pump and trail amenities at C | TBD | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Development of a Linear Park from A Road to Folsom Road South of | TBD | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Trails Improvements | TBD | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | | \$ - | \$ - | \$ 20,000 | \$ - | \$ - | \$ - |
| Resiliency Grant Program | 2024 | \$ 478,000 | | \$ 350,000 | \$ (128,000) | | | | |
| Other Capital Projects | | | | | \$ - | | | | |
| Paving & drainage improvements on Town roads: | | | | | \$ - | | | | |
| Refurbish edges and resurface all 2 miles of OGEM (North road) | TBD | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Collecting Canal System Rehab (estimate from prior years RETGAC) | TBD | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Public Footprint (surveys, mapping & title searches) | TBD | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Intersection Signals | | \$ - | | | \$ - | | | | |
| Okeechobee at D road, F & Folsom | TBD | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Public Works Equipment Storage Building (estimate from prior years F | TBD | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| School Bus Stops Shelters \$25,000 each | TBD | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Totals | | \$ 3,069,094 | \$ 976,200 | \$ 3,541,594 | \$ 472,500 | \$ 2,681,250 | \$ 2,030,500 | \$ 1,000,000 | \$ 550,000 |

TOWN OF LOXAHATCHEE GROVES

Proposed 2023-2024 Fiscal Year Budget (FY24)

CAPITAL PROJECTS WORKSHEET

| | Estimated Timeframe | 2024 Adopted 23-04 | New Projects | 2024 Proposed | Difference | 2025 | 2026 | 2027 | 2028 |
|--|------------------------|-----------------------|---------------------|---------------------|-------------------|---------------------|---------------------|---------------------|-------------------|
| Other Road Materials and Supplies <i>(Budgeted in Public Works)</i> | | | | | \$ - | | | | |
| Road Maintenance | | | | | \$ - | | | | |
| Miscellaneous Annual Rock Replenishment | 2024-2028 | \$ 172,500 | | \$ 172,500 | \$ - | \$ 172,500 | \$ 172,500 | \$ 172,500 | \$ 172,500 |
| Road Rehabilitation | | | | | \$ - | | | | |
| North Road (millings--see paving estimate above) | 2024 | | | \$ - | \$ - | \$ 69,000 | \$ - | \$ - | \$ - |
| | | \$ 172,500 | | \$ 172,500 | \$ - | \$ 241,500 | \$ 172,500 | \$ 172,500 | \$ 172,500 |
| Canal Reconstruction Crew | | | | | \$ - | | | | |
| | | \$ 164,206 | | \$ 164,206 | | | | | |
| Rental/Lease Option Machinery & Equipment <i>(Budgeted in Public Works)</i> | | | | | \$ - | | | | |
| | | | | | \$ - | | | | \$ 37,000 |
| Tractor Mower | 2024-2026 | \$ 83,000 | | \$ 83,000 | \$ - | \$ 83,000 | \$ 83,000 | | |
| Mower (Kubota) | 2022-2024 | \$ 56,000 | | \$ 56,000 | \$ - | \$ - | | | |
| Grader (John Deere) | 2023-2025 | \$ 50,000 | | \$ 50,000 | \$ - | \$ 50,000 | \$ 123,000 | | |
| Dump Truck | 2024-2026 | \$ - | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ - | |
| 2015 Field Truck (used) | 2023 | | | | \$ - | | | | |
| PW Director Behicle (used) | 2024 | | \$ 12,333 | \$ 12,333 | \$ 12,333 | | | | |
| Code Vehicle (used) | 2024 | | \$ 10,125 | \$ 10,125 | \$ 10,125 | | | | |
| Rental of equipment on as needed basis such as roller, pump vac, road plates & sweeper | 2022-2026 | \$ 114,000 | | \$ 74,000 | \$ (40,000) | \$ 60,000 | \$ 60,000 | | |
| | | \$ 303,000 | \$ 62,458 | \$ 325,458 | \$ 22,458 | \$ 233,000 | \$ 306,000 | \$ - | \$ 37,000 |
| | | \$ 3,544,594 | \$ 1,038,658 | \$ 4,039,552 | \$ 494,958 | \$ 3,155,750 | \$ 2,509,000 | \$ 1,172,500 | \$ 759,500 |

TOWN OF LOXAHATCHEE GROVES

Proposed 2023-2024 Fiscal Year Budget (FY24)

CAPITAL PROJECTS WORKSHEET

| | Estimated Timeframe | 2024 Adopted 23-04 | New Projects | 2024 Proposed | Difference | 2025 | 2026 | 2027 | 2028 |
|--|------------------------|-----------------------|--------------|---------------|------------|------|------|------|------|
|--|------------------------|-----------------------|--------------|---------------|------------|------|------|------|------|

Capital Funds Available For FY2024:

| | | |
|--------------------------------------|----|-----------|
| State Grant | \$ | 750,000 |
| Resiliency Grant | \$ | 350,000 |
| General Fund | \$ | 1,202,853 |
| Gas Tax Funds | \$ | 127,550 |
| Surtax Funds | \$ | 334,000 |
| Road and Drainage Funds | \$ | 304,691 |
| Carryover of Capital Funds From 2023 | \$ | 664,549 |
| Total Capital Funds Available | \$ | 3,733,643 |

Recommended Use of Capital Funds in FY2024:

| | | | |
|---|----|-----------|--|
| Resiliency Grant | \$ | 350,000 | |
| Road Paving Plan (overlay program) | \$ | 1,578,250 | |
| Road Rock Plan (rebuilding of road beds) | \$ | 403,550 | |
| Stormwater/Roadway Drainage ImprovementsPlan: | | | |
| Swales and Culverts | \$ | 274,300 | |
| Specific Culvert Locations | \$ | 531,700 | |
| Repair and Maintenance of Canals | \$ | 403,794 | |
| Trails System | | | |
| FY23 Carry Forwards | \$ | 576,399 | Note additional \$50,000 Found in Repair and Maintenance of Canals |
| Total Recommended Use of Capital Funds FY24 | \$ | 4,117,993 | |
| Shortfall in FY24 Project Funds | \$ | (384,350) | |

Potential Funding for Short Fall

| | | | |
|--|----|---------|--|
| Capital Projects subject to FEMA Reimbursement | | | |
| B Road Culvert | \$ | 125,700 | Pending FEMA Reimbursement to be funded from Miscellaneous culvert repairs FY24 |
| 24th and E culvert Repair | \$ | 126,000 | Pending FEMA Reimbursement to be funded from carryover of FY 23 11th Terrace and D culvert |
| Total FEMA Capital Reimbursement Projects | \$ | 251,700 | |

Potential Funding for B North and North paving is do \$ 250,000
Sod Farm. Sod Farm has discussed \$250,000
donation but matter is
under review by their corporate offices.

| | | |
|-----------------------|----|---------|
| Total potential funds | \$ | 501,700 |
|-----------------------|----|---------|

6182024 Draft
TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2025-XX
6182024 Draft

Exhibit A

| | | | Estimated Timeframe | 2025 Proposed | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|------------|------|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Road Paving Plan (overlay program) | | | | | | | | | | |
| A South | 1.25 miles | 2025 | | \$ 363,688 | \$ - | | | | | |
| N North | 1.5 miles | 2027 | | | | \$ 403,851 | | | | |
| Collect Canal (A to B) | .5 miles | 2025 | | \$ 145,475 | \$ - | | | | | |
| E Southern to Citrus (Loxahatchee Ave) | 0.15 miles | 2026 | | \$ - | \$ 43,643 | | | | | |
| Citrus | 0.25 miles | 2025 | | \$ - | \$ - | | | | | |
| Lox Ave Tangerine to Citrus | 0.1 miles | 2025 | | \$ - | \$ - | | | | | |
| Tangerine | 0.5 miles | 2026 | | | \$ 145,475 | | | | | |
| G Road (E) | 0.5 miles | 2029 | | | | | | \$ 145,475 | | |
| 25th St East of Folsom | 0.25 miles | 2029 | | | | | | \$ 72,738 | | |
| S North | 1.5 miles | 2031 | | \$ - | | | | | | \$ 759,000 |
| 6th Ct E Rd to Vinceremos) | 0.75 miles | 2026 | | \$ - | \$ 218,213 | | | | | |
| Compton | 0.75 miles | TBD | | \$ - | | | | | | |
| Bryan | 0.75 miles | TBD | | \$ - | | | | | | |
| Marcella | 0.75 miles | TBD | | \$ - | | | | | | |
| E North (gap) | 0.25 miles | 2025 | | \$ 72,738 | | | | | | |
| Folsom (gap) | 0.25 miles | 2025 | | \$ 72,738 | | | | | | |
| West 25 Street (gap) | 0.15 miles | 2025 | | \$ 43,643 | | | | | | |
| G West (gap) | .1 miles | 2025 | | \$ 29,095 | | | | | | |
| West C Neighborhood (West C, 17th Rd N, Timber lane, Scott Place, Williams, Dr., Robert Way, Forest Lane) | | | | | | | | | | |
| Snail Trail | | | | | | | | | | |
| The 40's & Global Trail (44th, 42 St. N, 43rd Rd N 42nd Rd N, 41st Ct. Ian Trail) | 1.2 miles | 2030 | | | | | | | \$ 349,140 | |
| West D Neighborhood(West D, Temple, 6th Ct N Tangerine) | .9 miles | 2028 | | | | | \$ 261,855 | | | |
| March Circle | .15 miles | 2029 | | | | | | \$ 43,643 | | |
| Great Dane | .1 miles | 2029 | | | | | | \$ 29,095 | | |
| Kazee | .5 miles | 2029 | | | | | | \$ 145,475 | | |
| Kerry Lane Neighborhood (Kerry Lane, Edith, Fox 1 Farley) | .8 miles | 2028 | | | | | \$ 232,760 | | | |
| 11th Terrace | 0.2 | 2030 | | | | | | | \$ 58,190 | |
| Bunny Lane | 0.25 | 2030 | | | | | | | \$ 72,738 | |
| | | | | \$ 727,375 | \$ 407,330 | \$ 403,851 | \$ 494,615 | \$ 436,426 | \$ 480,068 | \$ 759,000 |
| Road Rock Plan (rebuilding of road beds) | | | | | | | | | | |
| Collect Canal | 3.25 miles | 2025 | | \$ 12,000 | \$ - | \$ - | \$ - | | | |
| 6th Ct (E Rd to Vinceremmos) | 0.75 miles | 2026 | | \$ - | \$ 52,500 | \$ - | \$ - | | | |
| A South | 1.25 miles | 2025 | | \$ 75,000 | \$ - | \$ - | | | | |
| N North | 2 miles | 2027 | | | | \$ 75,000 | \$ - | | | |
| Folsom | 0.3 miles | 2025 | | | \$ - | \$ - | \$ - | | | |
| G Road (E) | 0.5 miles | 2025 | | | | | | \$ 35,000 | | |
| 25th St East of Folsom | 0.25 miles | 2025 | | | | | | \$ 17,500 | | |
| S North | 1.5 miles | 2027 | | \$ - | | \$ 105,000 | \$ - | | | |
| Lox Ave Tangerine to Citrus | 0.1 miles | 2026 | | | \$ 6,000 | | | | | |
| 22nd N/F/P | 0.6 miles | 2026 | | \$ - | \$ - | \$ - | \$ - | | | |
| | | | | \$ 87,000 | \$ 58,500 | \$ 180,000 | \$ - | \$ 52,500 | | |

TOWN OF LOXAHATCHEE GROVES

Ordinance No. 2025-XX
6182024 Draft

Exhibit A

| | Estimated Timeframe | 2025 Proposed | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|--|------------------------|---------------|--------------|---------------|---------------|---------------|---------------|------------|
| TPA Okeechobee Traffic Calming | 2025-2030 | \$ 100,000 | \$ 5,000,000 | | | | | |
| Stormwater/Roadway Drainage Improvements | | | | | | | | |
| SWM System Improvements-Resilient Florida | | | | | | | | |
| Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage | TBD | \$ - | \$ - | \$ - | \$ - | | | |
| | | \$ - | \$ - | \$ - | \$ - | | | |
| Specific Maintenance Projects | | | | | | | | |
| Pump House (including instrumentation and controls) | 2025 | \$ 10,000 | \$ - | \$ - | \$ - | | | |
| Gate Repairs at 'A' | 2025 | \$ 10,000 | \$ - | \$ - | \$ - | | | |
| Gate Repairs at 'Folsom' | 2025 | \$ 15,000 | \$ - | \$ - | \$ - | | | |
| SCADA & Telemetry | | \$ - | \$ 300,000 | \$ - | \$ - | | | |
| | | \$ 35,000 | \$ 300,000 | \$ - | \$ - | | | |
| Swales & Culverts | | | | | | | | |
| Swales, Catch Basins and Other Control Structures | 2025 | \$ 350,000 | \$ 350,000 | \$ 350,000 | \$ 350,000 | | | |
| South E and Citrus Drainage System (Without tree removal) | 2025 | \$ 25,000 | \$ 200,000 | \$ - | \$ - | | | |
| Tangerine and Citrus Drainage System (Without tree removal) | 2025 | \$ 25,000 | \$ 300,000 | | | | | |
| Miscellaneous culvert failures/emergency repairs (5-7 culverts) | | \$ 100,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | | | |
| | | \$ 500,000 | \$ 1,050,000 | \$ 550,000 | \$ 550,000 | | | |
| Specific Culvert Locations | | | | | | | | |
| Folsom & 25th St Culvert | 2025 | \$ 80,000 | | \$ - | \$ - | | | |
| Bunny Ln & D Rd Culvert | 2025 | \$ 140,000 | | | | | | |
| Fortner Dr E & D Rd Culvert | 2025 | \$ 140,000 | | | | | | |
| Kerry Ln & F Rd Culvert | 2025 | \$ 140,000 | | | | | | |
| Survey Design + Permitting | | \$ 500,000 | \$ - | \$ - | \$ - | | | |
| Repair and Maintenance Canals | | | | | | | | |
| North Pump and pumphouse | 2026 | | \$ 400,000 | | | | | |
| 17 Segments of Bank Reinforcement @ \$100 LF | 2027-2030 | | | \$ 20,000,000 | \$ 20,000,000 | \$ 20,000,000 | \$ 20,000,000 | |
| Canal Bank Stabilization | 2024-2040 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | | | |
| Seven Locks/Weirs at \$150,000 each location | 2024-2040 | | \$ 300,000 | \$ 300,000 | \$ 450,000 | | | |
| Dredging of Canals | | \$ 200,000 | \$ 900,000 | \$ 20,500,000 | \$ 20,650,000 | \$ 20,000,000 | \$ 20,000,000 | |
| Trails System | | | | | | | | |
| Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system. | | | | | | | | |
| North Road Trail | 2025 | \$ 20,000 | \$ - | \$ - | \$ - | | | |
| Horse crossings at B, D and F Roads along canal heads | TBD | \$ - | \$ - | \$ - | \$ - | | | |
| Hand pump and trail amenities at C | TBD | \$ - | \$ - | \$ - | \$ - | | | |
| Development of a Linear Park from A Road to Folsom Road South c | TBD | \$ - | \$ - | \$ - | \$ - | | | |
| Other Trails Improvements | TBD | \$ - | \$ - | \$ - | \$ - | | | |
| | | \$ 20,000 | \$ - | \$ - | \$ - | | | |
| Resiliency | | | | | | | | |
| Replacement of Public Works Building | 2025-2027 | \$ 10,000 | | \$ 750,000 | | | | |
| Resiliency Grant Program | 2024-30 | | | | | | | |
| Conversion of Town Hall to EOC | 2025 | \$ 75,000 | | | | | | |
| Total Resiliency | | \$ 85,000 | \$ - | \$ 750,000 | | | | |
| Total Capital Spending (305) | | \$ 2,254,375 | \$ 7,715,830 | \$ 22,383,851 | \$ 21,694,615 | \$ 20,488,926 | \$ 20,480,068 | \$ 759,000 |
| Recommended Use of Capital Funds in FY2025: | | | | | | | | |
| PW Building | \$ | 10,000 | | | | | | |
| Conversion of Town Hall to EOC | \$ | 75,000 | | | | | | |
| Roadway Paving Plan (overlay program) | | 727,375 | | | | | | |
| Roadway Rock Plan (rebuilding of road beds) | \$ | 87,000 | | | | | | |
| Specific Maintenance Projects | \$ | 35,000 | | | | | | |
| Swales and Culverts | \$ | 500,000 | | | | | | |
| Specific Culvert Locations | \$ | 500,000 | | | | | | |
| Repair and Maintenance of Canals | \$ | 200,000 | | | | | | |
| Trails System | \$ | 20,000 | | | | | | |
| Okeechobee Traffic Calming | \$ | 100,000 | | | | | | |

TOWN OF LOXAHATCHEE GROVES

Ordinance No. 2025-XX

6182024 Draft

Exhibit A

| | | Estimated Timeframe | 2025 Proposed | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|--|---------------------|------------------------|-------------------|-------------------|-------------------|-------------------|------------------|------------------|------|
| Total Recommended Use of Capital Funds FY24 | \$ 2,254,375 | | | | | | | | |
| Capital Funds Available For FY2025: | | | | | | | | | |
| State Grant | 750,000 | | | | | | | | |
| Resiliency Grant | | | | | | | | | |
| General Fund | \$ 750,000 | | | | | | | | |
| Gas Tax Funds | \$ 127,550 | | | | | | | | |
| Surtax Funds | \$ 334,000 | | | | | | | | |
| Road and Drainage Funds | | | | | | | | | |
| Carryover of Capital Funds From 2025 | | | | | | | | | |
| FEMA Reimbursement* | | | | | | | | | |
| Private Contribution | | | | | | | | | |
| Total Capital Funds Available | \$ 1,961,550 | | | | | | | | |
| Projected Shortfall | \$ 292,825 | | | | | | | | |
| CAPITAL EXPENDITURES OUTSIDE OF FUND 305 | | | | | | | | | |
| Other Road Materials and Supplies <u><i>(Budgeted in Public Works)</i></u> | | | | | | | | | |
| Road Maintenance | | | | | | | | | |
| Miscellaneous Annual rock Replensihment | 2024-2028 | | \$ 172,500 | \$ 135,000 | \$ 108,000 | \$ 90,000 | | | |
| | | | \$ - | | | | | | |
| Rental/Lease Option Machinery & Equipment <i>(Budgeted in Public Works)</i> | | | | | | | | | |
| Tractor Mower | 2024-2026 | | \$ 83,000 | \$ 83,000 | | | | | |
| Mower (Kubota) | 2022-2024 | | \$ - | | | | | | |
| Grader (John Deere) | 2023-2025 | | \$ 50,000 | \$ 123,000 | | | | | |
| Dump Truck(purchased with auction proceeds) | 2024-25 | | \$ 120,000 | | \$ - | | | | |
| Rental of equipment on as needed basis | | | | | | | | | |
| such as roller, pump vac, road plates, etc. | 2025-2030 | | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | |
| Mini Excavator | 2025-2027 | | \$ 40,000 | \$ 40,000 | \$ 40,000 | | | | |
| | | | \$ 343,000 | \$ 296,000 | \$ 90,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | |
| Total Capital (105) | | | \$ 515,500 | \$ 431,000 | \$ 198,000 | \$ 140,000 | | | |



155 F Road Loxahatchee Groves, FL 33470

TO: Board of Supervisors of Loxahatchee Groves Dependent Water Control District

FROM: Francine Ramaglia, District Manager

DATE: July 2, 2024

SUBJECT: Consideration of *Resolution No. 2024-DD04* establishing the District's preliminary Road and Drainage non-ad valorem assessment rate for the fiscal year 2025 beginning October 1, 2024.

Background:

Truth-in-Millage (TRIM) rates will be due to the Palm Beach County Property Appraiser's office to facilitate preparation of TRIM notices which will be sent out by their office. The accompanying Resolution 2024-DD04 specifies the preliminary assessment rate of \$280 per unit for the Water Control District which is an increase of \$80 per unit over the rate for the current year FY 2023.

The Board may adopt final rates at or below the preliminary TRIM rates.

The Public Works Director is surveying other District and prior to or at the meeting will provide comparative data as to what neighboring 298 districts assessment rates are.

The District's final rate will be adopted following the public hearing in September currently scheduled for September 3rd.

Recommendation:

Staff recommends the Board of Supervisors approves Resolution No. 2024-DD04 establishing the District's preliminary Road and Drainage no-ad valorem assessment rate of \$280 per unit for Truth-in-Millage ("Trim") purposes for the fiscal year 2025 beginning on October 1, 2024.

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2024-DD04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the District has been authorized by the Florida Statutes to construct, improve, manage and maintain water control and drainage facilities, and by the Florida Legislature to construct, improve, maintain and repair roadways, within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to Chapter 298 and section 189.05, Florida Statutes, and the Special Act; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property to fund the costs of the District Services; and

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the District works are uniformly required within all Units of the District and properties receiving District Services, as each is connected and receive equal benefit through the operations and maintenance of the District’s Services; and

WHEREAS, the Board of Supervisors for the District finds that there are 7,801.48 Assessable Units (acres) that receive the benefits of District and being assessed for such services through this Resolution; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to levy and collect the special assessment to fund District Services.

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

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

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 46 of the Town of Loxahatchee Groves Code of Ordinances, Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

- (a) Purpose. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized Chapters 189 and 298, Florida Statutes, creates the Assessment Roll and directs the imposition of Loxahatchee Groves Water Control District Special Assessments for the Fiscal Year beginning October 1, 2024.
- (b) Definitions. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Special Act and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.
1. *Assessed Costs* shall include all costs of providing District Services to and for Assessed Properties that receive benefits from District Services, including water control and drainage services, and as well as road construction, improvement, repair and maintenance services associated with the District's responsibilities of providing water control and drainage services to Assessed Properties within the Town. These costs shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction, or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the

cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever, (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the District, or the Town as authorized by the Interlocal Agreement between the Town and District, to provide District Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the special assessment, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of special assessment pursuant to the Uniform Assessment Collection Act and Florida law; (N) all other costs and expenses necessary or incidental to the provision of District Service or construction of District facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the District Board of Supervisors by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible special assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing components of Assessed Cost or the provision of District Services.

2. *Assessed Properties* shall mean all properties that are provided a special benefit by the District's provision of District Services.
3. *District Services* are all services (including those items described above in the definition of Assessed Costs) provided by the District relating to water control and drainage services, and road construction, improvement, repair and maintenance services associated with the District's responsibilities.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

- (a) Upon the imposition of District Special Assessment, the District shall provide District Services to such Assessed Property.

- (b) It is hereby ascertained, determined and declared that each Assessed Property will be benefited by the District's provision of District Services in an amount not less than the special assessment imposed upon such Assessed Properties, computed in the manner set forth herein.

SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT

SYSTEM ASSESSMENTS. The special assessment for District Services shall be imposed upon all Assessable Units that receive District Services.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

- (a) Special Benefit: The District is authorized to levy and collect the special assessment pursuant to the Special Act, Town Ordinances and Chapters 189 and 298, Florida Statutes. Assessed Properties are benefitted by the provision of District Services:

1. Water control and drainage services enable the use of lands, including the development thereof;
2. The unique nature of the roads and water control and drainage facilities, including the canal networks, has resulted in an interconnection of the two types of facilities, such that the proper repair and maintenance of one directly affects the use and functionality of the other. Roadway drainage facilities, including culverts, must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the water control system, including the canals. The canals and related drainage facilities must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the roadways, including avoidance of washouts and roadway collapses, which affects the usability and safety of roadways and impairs access to Assessed Properties.
3. The importance of roadway construction, improvement maintenance and repair to the ability of the District to provide water control and drainage services was recognized by the Florida Legislature in 1999, as evidenced by Chapter 99-425, Florida Statutes, which expressly provided the power to the previously independent water control district "to maintain roadways and roads necessary and convenient for the exercise of the powers and duties" of the district, and "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.” The Florida Legislature, further recognizing the importance of roads and roadways to the ability of the District to provide water control and maintenance services, authorized the formerly independent special district 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 board of supervisors thereof.”

4. The special benefits provided by the District Services to Assessed Property include, but are not limited to: (A) the ability to use and develop property; (B) enhancing safety and access to Assessed Property; (C) improved appearance; (D) rendering Assessed Property more adaptable to a current or reasonably foreseeable use; (E) alleviation of the burdens caused by drainage and accumulation attendant with the use of Assessed Property; and (F) ensuring that the interaction between the drainage and roadway facilities is facilitated so that both functions work in a coordinated fashion to ensure proper water control and drainage, and safety of travel and use of roads and roadways within the Town.

These findings provide the requisite special benefit and logical relationship between the District Services and real property so as to permit the District Services to be funded by non-ad valorem special assessment.

- (b) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, on a per acre basis, as the size of the Assessed Property corresponds with its impact with water control and drainage facilities, as well as the potential for use of roadways reliant on proper drainage, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the District’s Services.
- (c) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

- (a) The District Services Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2024, is preliminarily \$2.4 million. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2024, is \$280 per Unit. The adoption of this Preliminary Rate Resolution determines the amount of the District Services Assessed Costs. The remainder of such Fiscal Year budget for District Services shall be funded from available District revenue other than assessment proceeds.
- (b) The estimated special assessment specified herein are hereby established to fund the costs of the District Services to be assessed in the Fiscal Year commencing October 1, 2024.
- (c) The estimated special assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Palm Beach County Property Appraiser in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2024 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

- (a) The Palm Beach County Property Appraiser is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2024, in the manner provided herein and Section 197.3632, Florida Statutes. The Assessment Roll shall include all units being assessed herein. The Palm Beach County Property Appraiser shall apportion the estimated Assessed Costs in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Special Act, Town Ordinances, and the updated Assessment Roll shall be maintained on file in the office of the Secretary of the District and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2024, be in printed form if the amount of the special assessment for each parcel of property can be determined by the use of a computer terminal available to the public.
- (b) It is hereby ascertained, determined, and declared that the method of determining the special assessments for District Services as set forth herein is a fair and reasonable method of apportioning the Assessed Cost among units of Assessed Property.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 3, 2024, at 6:30 pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Board of Supervisors of the

District will receive and consider any comments on the special assessment from the public and affected property owners and consider imposing District Services Assessments for the Fiscal Year beginning October 1, 2024, and collecting the assessments on the same bill as non-ad valorem taxes.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the District from the special assessment will be utilized for the District Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund District Services.

SECTION 11. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. 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 13. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Margaret Herzog | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Laura Danowski | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Phillis Maniglia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Robert Shorr | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,**

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

ATTEST:

Chairperson/President Anita Kane

Clerk for the Loxahatchee Groves
Water Control District

Supervisor/Treasurer Margaret Herzog

Supervisor Laura Danowski

APPROVED AS TO LEGAL FORM:

Supervisor Phillis Maniglia

Attorney for the Loxahatchee Groves Water
Control District

Supervisor Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Consideration of Resolution 2024-43 establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal year 2025 beginning October 1, 2024.

Background:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office to facilitate preparation of TRIM notices which will be sent out by their office. The accompanying Resolution 2024-43 specifies the preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed rate of \$450 per unit is an increase of \$50 over the FY24 Rate, returning the rate to FY22 level. The Council may adopt final rates at or below the preliminary TRIM rates.

The Town's final non-ad valorem assessment rate for Solid Waste Collection and Recycling Services will be adopted following the required public hearing in September currently scheduled for September 3rd.

Recommendation:

Staff recommends that Town Council approves Resolution No. 2024-43.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2024 - 43**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 42 “Special Assessments,” of the Code of Ordinances of the Town of Loxahatchee Groves, provides for the home rule authority of the Town Council to levy and collect special assessments; and

WHEREAS, Chapter 42, authorizes the Town to “create, install, improve, maintain and fund any and all costs associated with the Town establishing and operating a Town system of providing a solid waste collection services program (Solid Waste Collection Program) for residential and/or commercial service to the property owners, residents and citizens of the Town,” and provides findings of special benefit to real property as a result of such services; and

WHEREAS, the Town has in place a Collection Agreement, pursuant to which the Town provides Solid Waste Collection Services to, among others, all residential properties that receive residential solid waste collection services within the Town; and

WHEREAS, the Town believes it is in the best interests of the residents and residential property owners to collect funds for the costs of the Town’s Solid Waste Collection Services to all residential dwelling units that receive Solid Waste Collection Services provided by the Town, through its Collection Agreement, through the levy and collection of a special assessment, as

such will permit the payment for the services on an annual basis along with property taxes and other special assessments and reduce the costs of the Solid Waste Collection Program to the Town; and

WHEREAS, the Town's Collection Agreement with Contractor provides for the levy and collection of a Solid Waste Collection Services Special Assessment by the Town, and remittance of payment to Contractor; and

WHEREAS, Solid Waste Collection Services provided by the Town through its Collection Agreement as defined hereinafter provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and

WHEREAS, Town staff has reviewed the budget for Solid Waste Collection Services for residential dwelling units that receive residential Solid Waste Collection Services provided by the Town through the Collection Agreement to ensure that the Solid Waste Collection Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and

WHEREAS, the Town Council determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Solid Waste Collection Services provided by the Town through its Collection Agreement, consistent with the methodology and allocation as provided hereinafter.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the Town Council and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 42 "Special Assessments" of the Town's Code of Ordinances (the "Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution which initiates the process for developing the annual Assessment Roll and directs the imposition of a Solid Waste Collection Services Assessment as described hereinafter, for the Fiscal Year beginning October 1, 2024. Its purpose is to provide procedures and standards for the imposition of a Solid Waste Collection Services Assessment for all Dwelling Units that receive solid waste collection services within the Town under the general home rule powers of a municipality to impose special assessments, and to authorize a procedure for the funding of Solid Waste Collection Services for these residential properties, facilities, or programs providing special benefits to Assessed Properties within the Town.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Assessed Property" means all Residential Property that receive a special benefit from the delivery by the Town of the Solid Waste Collection Services, programs or facilities described herein.

"Assessment Coordinator" means the Town Manager or such other person designated by the Town Council to administer the Town's Solid Waste Collection Services, facility, or program, or such person's designee.

"Assessment Roll" means the special assessment roll relating to the residential Solid Waste Collection Services Assessment approved herein, or an Annual Rate Resolution pursuant to the Final Resolution.

“Billing Unit” means each Dwelling Unit receiving residential Solid Waste Collection Services.

"Cost Apportionment" means the apportionment of the residential Solid Waste Collection Services Assessed Cost among all Residential Properties that receive residential Solid Waste Collection Services pursuant to the apportionment methodology described in Section 8 of this Preliminary Assessment Resolution.

“Dwelling Unit” means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of mobile homes, travel trailers, or the like for residential purposes, with each mobile home, travel trailer, or the like used for residential purposes being a single Dwelling Unit.

"Estimated Solid Waste Collection Services Assessment Rate Schedule" means that rate schedule attached hereto as Appendix “A” and hereby incorporated herein by reference, specifying the Solid Waste Collection Services Assessed Costs determined in Section 9 of this Preliminary Assessment Resolution and the estimated Solid Waste Collection Services Assessments established in Section 9 of this Preliminary Assessment Resolution.

“Improvement Codes” mean the building use codes (also known as DOR codes) assigned by the Property Appraiser to Tax Parcels within the Town.

"Residential Property" means those Tax Parcels with a Code Description designated as Single-Family "Residential" within the Improvement Codes and those otherwise designated as “Residential” within the Improvement Codes that receive residential Solid Waste Collection Services by the Town through the Collection Agreement.

“Solid Waste Collection Services” shall mean the collection of solid waste as described in Section 42-9 of Town’s Code of Ordinances, and as provided pursuant to the Collection Agreement with Contractor.

“Solid Waste Collection Services Assessment” means a special assessment lawfully imposed by the Town against Assessed Property to fund all or any portion of the cost for Town’s Solid Waste Collection Services for residential properties, facilities, or programs providing a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property. Solid Waste Collection Services funded by this Solid Waste Collection Services Assessment include those services provided pursuant to the Town’s Collection Agreement for residential Solid Waste Collection Services.

“Solid Waste Collection Services Cost” means the amount necessary in any Calendar Year to fund the provision of the Town’s Solid Waste Collection Services for residential properties, facilities, or programs that provide a special benefit to Assessable Property, through the Collection Agreement. In addition, Solid Waste Collection Services Cost shall include all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Collection Services Assessment, including costs for providing required notice, legal and management staff costs, any service charges of the Tax Collector or Property Appraiser, and amounts necessary to off-set discounts received for early payment of Solid Waste Collection Services Assessments pursuant to the Uniform Assessment Collection Act.

“Tax Collector” shall mean the Tax Collector of Palm Beach County.

"Tax Parcel" means a parcel of property located within the Town to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“**Uniform Assessment Collection Act**” means Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any successor statutes authorizing the collection of non-ad valorem special assessments on the same bill as ad valorem taxes, and any regulations pertaining thereto.

SECTION 5. PROVISION AND FUNDING OF SOLID WASTE COLLECTION SERVICES.

(A) Upon the imposition of the Solid Waste Collection Services Assessment for Solid Waste Collection Services for residential properties, facilities, or programs against Assessed Property located within the Town, the Town shall provide Solid Waste Collection Services to such Assessed Property through the Collection Agreement. The cost to provide such Solid Waste Collection Services, facilities, or programs to residential properties, as described herein, shall be funded in whole or in part from proceeds of the Solid Waste Collection Services Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of Solid Waste Collection Services for properties, facilities, and programs in an amount not less than the Solid Waste Collection Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF SOLID WASTE COLLECTION SERVICES ASSESSMENTS. Solid Waste Collection Services Assessments shall be imposed against all Residential Property Dwelling Units that receive residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Solid Waste Collection Services Assessment.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL

BENEFIT AND FAIR APPORTIONMENT. The Town Council adopts the following legislative findings relating to the Solid Waste Collection Services special assessment:

AUTHORITY

7.1 Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Town Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of Town ordinances or resolutions.

7.2 The Town Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Solid Waste Collection Services, facilities or programs.

7.3 Section 403.706(1), Florida Statutes, provides that the Town is responsible to collect and transport solid waste from within its boundaries to a solid waste disposal facility.

7.4 To fulfill its obligations, the Town entered into a Collection Agreement with a Contractor for the collection and transport of solid waste from residential properties that receive residential solid waste collection services within the Town.

SPECIAL BENEFIT

7.5 The Town provides Solid Waste Collection Services to the Assessed Properties through its Collection Agreement. All Assessed Properties receive residential Solid Waste

Collection Services, and therefore are required to receive the Town's Solid Waste Collection Services through the Town's Collection Agreement.

7.6 The special benefit provided to the Assessed Properties as a result of the provision of Solid Waste Collection Services by the Town through its Collection Agreement, and as a result of the Solid Waste Collection Services Assessment include, by way of example and not limitation, the availability and use of Solid Waste Collection Services by the owners and occupants of the Assessed Properties, the enhancement of environmentally responsible use and enjoyment of developed residential properties in the Town, the protection of public health and safety, ensuring sanitary collection and disposal of solid waste from Dwelling Units on Residential Property in the Town, a potential increase in value to property, and better service to landowners and tenants.

7.7 The Town's provision of Solid Waste Collection Services through its Collection Agreement possesses a logical relationship to the use and enjoyment of the Assessed Properties by:

7.7.1 protecting and potentially increasing the value of the Dwelling Units on Residential Property by providing solid waste services;

7.7.2 enhancing the environmentally responsible use of residential land in the Town;

7.7.3 protecting the health of intended occupants in the use and enjoyment of Dwelling Units on Residential Property by ensuring the proper collection and disposal of solid waste from the Assessed Properties;

7.8 Commercial properties, and multi-family residential properties in the Town that receive commercial solid waste collection services are not specially benefited by the Town's Solid Waste Collection Services funded by the Solid Waste Collection Special Assessment in

that those properties receive volume-based solid waste collection services. Commercial properties and multi-family residential properties in the Town that do not receive residential solid waste collection services are not benefited by the provision of the residential Solid Waste Collection Services provided by the Town through its Collection Agreement. Therefore, it is fair and reasonable not to levy a special assessment for the funding of residential solid waste collection services upon those properties. The cost of services provided to properties that are not assessed shall not be paid by any funds collected pursuant to the Town's Solid Waste Collection Special Assessment.

IMPOSITION AND COLLECTION

7.9 The Solid Waste Collection Services Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

7.10 The Solid Waste Collection Services Assessment imposed pursuant to this Resolution is imposed by the Town of Loxahatchee Groves' Town Council, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed as ministerial.

7.11 So long as the Solid Waste Special Assessment is levied, the Assessed Properties will not be billed directly by the Town for the Solid Waste Collection Services they receive from the Town through the Collection Agreement.

APPORTIONMENT

7.12 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Solid Waste Collection Services is

driven by the existence of a Dwelling Unit.

7.13 Apportioning the Solid Waste Assessed Costs for Solid Waste Collection Services attributable to Residential Property on a per Dwelling Unit basis (Billing Units) avoids cost inefficiency and unnecessary administration and is a fair and reasonable method.

7.14 Because commercial properties, and multi-family residential properties that receive commercial solid waste collection services, do not benefit from the provision of Solid Waste Collection Services by the Town through the Collection Agreement, the Solid Waste Collection Services Assessed Costs are not apportioned to those properties.

SECTION 8. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES. The Collection Agreement provides for an annual charge for the Solid Waste Collection Services provided by the Town through its Collection Agreement. The Solid Waste Collection Services Costs include other costs associated with the Solid Waste Collection Special Assessment, which are then allocated to the Assessed Properties in addition to the annual charge in the Collection Agreement to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Dwelling Units on such Tax Parcel. For the Fiscal Year commencing October 1, 2024, the annual charge per Dwelling Unit (Billing Units) in the Town is \$400.00.

SECTION 9. DETERMINATION OF SOLID WASTE COLLECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL SOLID WASTE COLLECTION ASSESSMENT RATES.

(A) The Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2024, is the amount determined in the manner described in Section 8 above, and within the Estimated Solid Waste Collection Services Assessment Rate Schedule, attached hereto as

Appendix “A”. The approval of the Estimated Solid Waste Collection Services Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Collection Services Assessed Costs.

(B) The estimated Solid Waste Collection Services Assessments specified in the Estimated Solid Waste Collection Services Assessment Rate Schedule are hereby established to fund the Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year beginning October 1, 2024.

(C) The estimated Solid Waste Collection Services Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Assessment Roll for the Fiscal Year beginning October 1, 2024, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year beginning October 1, 2024, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Solid Waste Collection Service Assessed Cost to be recovered through Solid Waste Collection Services Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and the Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2024, be in printed form if the amount of the Solid Waste Collection Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Collection Services Assessments for the Town's Solid Waste Collection Services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Solid Waste Collection Services Assessed Cost among parcels of Assessed Property located within the Town, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the residential Solid Waste Collection Services provided by the Town through its Collection Agreement.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 3, 2024, at 6:30pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Collection Services Assessment from the public and affected property owners and consider imposing the Solid Waste Collection Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The Town Manager, or his designee, shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than twenty (20) days prior to the date of the public hearing authorized in Section 11 above, in substantially the form attached hereto as Appendix "B".

SECTION 13. NOTICE BY MAIL. The Town Manager, or his designee, shall also ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser's Office, or by U.S. Mail as may be required by law (including Chapter 2003-348 Laws of Florida, a special act relating to the annual TRIM notice in Palm Beach County), to the Owner of each

parcel of Assessed Property, at least twenty (20) days prior to the public hearing, as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 14. PROOF OF NOTICE. The Town Manager, or his designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the Town from the Solid Waste Collection Services Assessments will be utilized solely for the provision of Solid Waste Collection Services, facilities, and programs by the Town to Assessed Properties, through its Collection Agreement, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. 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 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect 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:

| | <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"/> |
| LAURA DANOWSKI, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ROBERT SHORR, COUNCILMEMBER

□ □ □

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____DAY OF JULY 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Anita Kane, Mayor

Town Clerk

Margaret Herzog, Vice Mayor

APPROVED AS T LEGAL FORM:

Laura Danowski, Councilmember

Office of the Town Attorney

Phillis Maniglia, Councilmember

Robert Shorr, Councilmember

APPENDIX A

**ESTIMATED SOLID WASTE COLLECTION SERVICES
ASSESSMENT RATE SCHEDULE**

SECTION A-1 DETERMINATION OF SOLID WASTE COLLECTION SERVICES ASSESSED COSTS. The estimated Solid Waste Collection Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2024, is **\$680,625.00.**

SECTION A-2 ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENTS. The estimated Solid Waste Collection Services Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Solid Waste Collection Services Assessed Cost for the Fiscal Year commencing October 1, 2024, are hereby established as follows for the purpose of this Preliminary Assessment Resolution:

RESIDENTIAL DWELLING UNITS: \$450.00 PER DWELLING UNIT (BILLING UNIT)

APPENDIX B**FORM OF NOTICE TO BE PUBLISHED**

To be published no later than August 13, 2024.



**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SOLID WASTE COLLECTION SERVICES
SPECIAL ASSESSMENTS**

Notice is hereby given that the Town Council of the Town of Loxahatchee Groves will conduct a public hearing to consider imposing Solid Waste Collection Services Special Assessments upon residential dwelling units that receive residential solid waste collection services, for the Solid Waste Collection Services provided by the Town to such properties within the Town of Loxahatchee Groves.

The hearing will be held at 6:30pm on September 3, 2024, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and

to file written objections with the Town Council within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 793-2418, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of dwelling units attributed to that parcel. The proposed Solid Waste Collection Services Assessment is as follows:

\$450.00 PER DWELLING UNIT

Copies of the Assessment Ordinance, the Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (561) 793-2418, Monday through Friday between 8:30 am to 4:30 pm.

TOWN CLERK TOWN OF LOXAHATCHEE GROVES.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Consideration of Resolution 2024-44 establishing the Town's preliminary ad valorem millage rate of 3 mills for Truth-in-Millage ("Trim") purposes for the fiscal year 2025 beginning October 1, 2024.

Background:

Truth-in-Millage (TRIM) rates will be due to the Palm Beach County Property Appraiser's office to facilitate preparation of TRIM notices which will be sent out by their office. The accompanying Resolution 2024-44 specifies the preliminary ad valorem millage rate of 3 mills to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed 3 mills is the same millage rate as in FY 2023-2024. The Council may adopt final rates at or below the preliminary TRIM rates. The estimated rolled back rate for the Town is 2.7048 mills. The rolled back rate is an estimate at this time because it is based on the Property Appraiser's June 1st estimate of taxable value. The current taxable value estimate for the Town is \$605,888,138 which represents an increase of 15.28% over last year's valuation. The Property Appraiser's actual certification of value should be published prior to the Council's July 2nd meeting and based on that information the actual rolled back rate will be calculated and be reflected in the TRIM notices sent to property owners.

The Town's final ad valorem millage rate will be adopted following the required two public hearings in September currently scheduled for September 3th and September 18th.

Recommendation:

Staff recommends that Town Council approves Resolution No. 2024-44 establishing the Town's preliminary ad valorem millage rate of 3 mills for Truth-in-Millage ("Trim") purposes for the fiscal year 2024 beginning on October 1, 2024.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-44

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2024/2025; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2024/2025; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024/2025 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM), the Palm Beach County Property Appraiser has certified the taxable value within the jurisdiction of the Town of Loxahatchee Groves, including a copy of the Statement required to be submitted under Florida Statute Section 195.073(3) (a/k/a Form DR-420); and

WHEREAS, pursuant to Florida Statute Section 200.065(2)(b), the Town must advise the Palm Beach County Property Appraiser of its proposed millage rate, of its rolled back rate computed pursuant to Florida Statute Section 200.065(1), and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate, proposed millage levy for voted debt service, and the tentative budget.

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

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

Section 2: The Town Manager, or his designee, is hereby authorized and instructed to complete and transmit the DR-420 to the Palm Beach County Property Appraiser, and to take

such further action as is reasonably required pursuant to Section 200.065, Florida Statutes.

Section 3: The Town Council hereby adopts a proposed operating millage rate of **3.000** for General Fund budget purposes for Fiscal Year 2024-2025.

Section 4: The Town Council hereby recognizes the rolled back millage rate as 2.7048 for General Fund budget purposes for Fiscal Year 2024-2025.

Section 5: The Town Council of the Town of Loxahatchee Groves hereby sets September 3, 2024, at 6:30pm in the Town of Loxahatchee Groves Town Hall, 155 F Road Loxahatchee Groves, Florida 33470, as the date, time, and place of the Public Hearing to consider the proposed millage rate and the tentative budget.

Section 6: That if any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be effective immediately upon adoption.

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

| | Aye | Nay | Absent |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| 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"/> |
| LAURA DANOWSKI, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,

FLORIDA, THIS ____ DAY OF JULY 2024.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Anita Kane, Mayor

Town Clerk

Margaret Herzog, Vice Mayor

APPROVED AS T LEGAL FORM:

Laura Danowski, Council Member

Office of the Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Discussion on Town Council's Participation on Government Committees and Approval on *Resolution No. 2024-47* to appoint FLC Voting Delegate

Background:

Councilmembers have the opportunity to serve on a variety of government committees of other agencies. The Town Council will need to appointment a councilmember as the Florida League of Cities voting delegate at the Annual Business Session. Councilmembers who will be attending the conference are Mayor Kane, Councilmember Danowski and Councilmember Maniglia.

Below please find the current list of councilmembers who are currently serving:

- Councilmember Danowski – PBC Impact Fee Committee
- Councilmember Shorr – IPARC Committee, Board of Trustees of the Florida Municipal Investment Trust
- Vice Mayor Herzog – American Legion Auxiliary Unit, Loxahatchee Groves Landowners Association, Florida Municipal Insurance Trust.
- Mayor Kane – Loxahatchee Groves Landowners Association

Recommendation:

Discuss the Town Council's participation and motion to approve ***Resolution No. 2024-47*** to appoint a councilmember as the FLC Voting delegate.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-47**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida League of Cities has solicited nominations for the Town's Florida League of Cities voting delegate; and

WHEREAS, _____ has indicated an interest and willingness to serve as the Florida League of Cities voting delegate; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves is in full support of _____ to be the Florida League of Cities voting delegate and believes he or she will be an excellent addition to the Florida League of Cities.

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 hereby nominates and supports _____ to be the Town's voting delegate for the Florida League of Cities.

Section 3. The Town Manager is authorized to forward this resolution of nomination and support to the Florida League of Cities voting delegate.

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

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, 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"/> |
| LAURA DANOWSKI, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA , COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF JULY 2024.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk Valerie Oakes

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate

**2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****TO: Town Council of Town of Loxahatchee Groves****FROM: Office of the Town Attorney****DATE: July 2, 2024****SUBJECT: Ordinance 2024-06 Second Reading (continued from June 4, 2024)**

Background:

At the May 7, 2024, Town Council meeting, Ordinance 2024-06 was discussed and approved on First Reading. On Second Reading June 4, 2024, Town Council requested changes regarding to the Ordinance. The public hearing for Second Reading was continued to the July 2, 2024 Town Council meeting.

Sec. 2-182(b) has been amended as follows:

- Paragraph (b) has been amended to removed “finding of violation or” from the first line.
- Paragraph (c) regarding litigation has been deleted.
- A new paragraph (c) regarding participation on more than one advisory board has been added.

Sec. 2-183 has been amended to add “Members of town council should exercise prudence and caution in making nominations.”

Sec. 2-184(b) has been amended to add “Members of town council are responsible for oversight and the behavior of their appointed nominees.”

Sec. 34-26(a) has been amended in the last line to change “participating on another Town advisory board” to “participating on a Town ad-hoc advisory board”.

Recommendations:

Move that Town Council adopt Ordinance No. 2024-06 on Second Reading.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to address its advisory boards, including but not limited to their composition, qualifications, appointment, terms, removal, and vacancies; and,

WHEREAS, the Town wishes to ensure that all Town advisory boards comply with the new ordinance and that advisory board provisions throughout the Town’s Code of Ordinances and Unified Land Development Regulations are consistent with the same; and

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a 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 adopts Chapter 2 “Administration”, Article VII “Town Advisory Boards” as follows:

ARTICLE VII. – TOWN ADVISORY BOARDS

Sec. 2-180. - Applicability.

(a) Unless otherwise provided for in this Code, all town advisory boards, committees and commissions (collectively, hereinafter “advisory board” or “board”) shall comply with the provisions set forth in this Article. To the extent permitted by law, this Article shall also apply to the planning and zoning board.

Ordinance 2024-06

(b) All meetings, records, and files of advisory boards shall be open and available to the public, as required by Chapter 119, Florida Statutes, Chapter 286, Florida Statutes, and any other applicable law.

(c) Pursuant to section 120-005 of the town's Unified Land Development Code, Article 120 "Quasi-Judicial Hearings" shall apply to all town advisory boards which hold quasi-judicial hearings.

(d) All advisory board members shall be subject to applicable sections of Chapter 112, Florida Statutes, Palm Beach County Code of Ethics, and Town of Loxahatchee Groves Code of Ethics for Public Officers set forth in Chapter 2 "Administration," Article III "Officers and Employees," Division 2 "Code of Ethics."

Sec. 2-181. - Composition; quorum.

(a) Town advisory boards shall be comprised of five members. All members shall be appointed in accordance with the procedures set forth in section 2-183.

(b) Three members in physical attendance at a meeting shall constitute a quorum of the advisory board, and official action shall be taken by the board by a majority vote of the members present.

(c) In its discretion, the town council may provide, by resolution or ordinance, that a particular advisory board will be composed of fewer than five members. A quorum for such a board shall be equal to the majority of the members of the board.

Sec. 2-182. - Eligibility and qualifications of town advisory board members.

(a) Unless otherwise provided for in this Code or the Florida Statutes, as may be amended from time to time, all members of the advisory boards shall be qualified at the time of appointment and throughout their respective term.

(b) Members of advisory boards must meet the following minimum qualifications:

- a. Be a resident of the Town of Loxahatchee Groves;
- b. Not have an unresolved lien ordered by the Town's Special Magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent (5%) of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited

Ordinance 2024-06

partnership, proprietorship, joint venture, trust, firm, or similar entity;

- c. Not be a member of any other Town advisory board, unless the other advisory board is an ad-hoc advisory board; and
- d. Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.
- (c) Members of an ad hoc committee may be residents or landowners in the Town of Loxahatchee Groves and must otherwise meet the criteria in (b) of this section.
- (d) The town council shall be the sole judge of the qualifications of its advisory board members and may delegate to staff the verification of each proposed appointee's qualifications.
- (e) Should any member of an advisory board, at any time during the term of their appointment, fail to meet all the required qualifications, he or she must notify the town manager within thirty (30) days of the member becoming unqualified.

Sec. 2-183. - Appointment process.

Each member of the town council shall nominate a qualified individual to each advisory board and shall notify the town clerk of the nomination. Members of town council should exercise prudence and caution in making nominations. The town clerk shall send each nominee the town advisory board member application form and upon return of the completed application shall confirm the qualifications of each nominee. Following qualification, staff shall prepare a resolution to appoint all such nominees as required by Section 4, subsection (7) of the charter.

Sec. 2-184. - Terms of appointees; removal; vacancy.

- (a) Each member appointed to an advisory board shall serve an unspecified term but no longer than concurrent with the term of the appointing member of the town council.
- (b) Advisory board members shall serve at the pleasure of the appointing member of town council and the town council. Advisory board members may be removed without cause by the appointing member of town council. Advisory board members may also be removed with cause by a majority vote of the members of the town council present at any publicly noticed meeting for inefficiency, neglect of duty or misconduct in office only after a hearing before town council and only if the advisory board member has been given a copy of the charges at least ten (10) days prior to the hearing and has had an opportunity to be heard in person or by counsel. Staff will notify

Ordinance 2024-06

applicable town council members regarding their respective nominee's absence from any advisory board meetings. Members of town council are responsible for oversight and the behavior of their appointed nominees.

(c) An advisory board member will automatically forfeit his or her position: (i) if convicted of a felony while a member of the board; (ii) if he or she has three consecutive absences; or (iii) he or she is no longer qualified.

(d) In the event of a vacancy on an advisory board, the member of town council whose appointment is vacant shall appoint a replacement for the unexpired term in the same manner as provided in section 2-183.

Sec. 2-185. - Officers.

Each advisory board shall have a chairperson and vice-chairperson and such other officers as the board shall deem necessary. Unless otherwise provided for herein, officers of the board shall be elected by a majority vote of the membership of the board at its first meeting after the members' initial appointments, and annually thereafter. A member of the board may be elected to serve as an officer without restriction as to the number of terms served.

Sec. 2-186. - Compensation.

Advisory board members shall serve without compensation. If authorized by the town council, reasonable expenses which are incurred in the performance of their duties may be reimbursed to the members. The payment of such expenses shall be in accordance with Chapter 112, Florida Statutes and any applicable town policy.

Section 2-187. - Procedures; meetings; agendas; decisions; staff; attorney.

(a) Each board shall conduct its business in accordance with Robert's Rules of Order and any applicable rules of procedure adopted by resolution of the town council. The actions, decisions, and recommendations of each board shall be advisory only.

(b) Each board shall meet on an as-needed basis, as determined by the town council or the town manager.

(c) Each board shall have an official agenda for its regular meetings which shall determine the matters of business to be considered at each meeting and the order in which such items shall be presented. Preparation of the agenda shall be the responsibility of the town manager.

Ordinance 2024-06

(d) Decisions of the board shall be determined by motions duly made and seconded and carried by a majority vote of the members present. Minutes shall be kept of all meetings and proceedings and shall include and state the vote of each member on each question. The motion shall state the reason upon which it is made, and such reason shall be based upon the prescribed guides and standards applicable to the subject matter and/or the particular advisory board. Copies of the agenda, together with copies of documents and papers relative thereto, shall be made available for review by board members in the town hall as far in advance of the meeting as time for preparation will permit.

(e) The town council or the town manager shall determine on a case-by-case basis whether a board requires the services of a secretary to perform such tasks as recording the meeting, taking minutes, and preparing the agenda. Otherwise, the board will select one of its members to perform such duties.

(f) The town attorney will provide legal representation to an advisory board at the request of the town manager.

Section 2-188. - Advisory board resolutions, ordinances.

Resolutions regarding advisory boards that remain in effect as of the date of the adoption of this ordinance shall remain valid but only as to those provisions not in conflict with this article. The town council may adopt resolutions or ordinances from time to time to address specific qualifications, duties, or other desired provisions for individual town advisory boards as long as such resolutions do not conflict with this article.

Section 3. The Town Council for the Town of Loxahatchee Groves hereby reorganizes, and amends Chapter 34 “Planning and Development” as follows:

Chapter 34 – PLANNING AND DEVELOPMENT

ARTICLE I. – IN GENERAL

Sec. 34-1. – ~~Reserved. Designation of the planning and zoning board the as local planning agency and the town council as the land development regulation commission.~~

(a) ~~—The Town Council of the Town of Loxahatchee Groves hereby designates the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's land planning agency for the purpose of reviewing~~

Ordinance 2024-06

~~applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1).~~

~~(b) The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164, for the town.~~

~~(c) The planning and zoning board shall have the authority to hear and make recommendations on rezoning applications.~~

~~(d) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of the effective date of this ordinance, only upon referral of such proposed amendments by the town council.~~

* * *

ARTICLE II. – LOCAL PLANNING AGENCY; LAND DEVELOPMENT REGULATION COMMISSION; AND PLANNING AND ZONING BOARD

Sec. 34-25. – Designations and general authority.

(a) As of October 13, 2019, the Town Council of the Town of Loxahatchee Groves designated the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's local planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1). Failure of the School District to make such appointment after notice from the Town and/or the failure of the appointed School District representative to attend agency meetings shall not be deemed a failure of the Town to comply with this requirement nor shall it delay the agency's authority to take official action. Pursuant to F.S. § 163.3174(1), the Town will provide opportunities for involvement by applicable community college boards by inviting each board to send a representative to attend agency meetings and make comments on appropriate items.

(b) The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164.

Sec. 34-25. – Composition and term of office.

Ordinance 2024-06

- (a) ~~The planning and zoning board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:~~
- (1) ~~Each member of the town council shall nominate a qualified person for appointment to the planning and zoning board by the town council, to serve one-year terms.~~
 - (2) ~~Two alternate members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the town council each year to serve one year terms. Alternate members may participate in all matters that come before the board at meetings at which they attend. However, alternate members may only vote as members of the board, in their designated order, whenever any regular member of the board is absent.~~
- (b) ~~Members of the planning and zoning board shall be appointed from the residents of the town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors, however, the town council may appoint one member, including alternates, who is a non-resident landowner. Board members shall hold no other town office or position.~~
- (c) ~~Three members of the planning and zoning board who are in attendance shall constitute a quorum for purposes of convening a meeting and transacting the business at hand.~~
- (d) ~~Vacancies on the planning and zoning board shall be filled by appointment by the town council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the council member who nominated the vacating board member; except that if an alternate member should vacate his position, any member of the town council may nominate a qualified person for appointment to such position, which must be approved by the town council.~~
- (e) ~~The town council shall have the authority to remove any member of the planning and zoning board from his office for cause whenever, after due notice of hearing at a regular or special meeting of the town council, a majority of the council votes for such removal. Causes for removal shall include absence from two consecutive~~

Ordinance 2024-06

~~board meetings without valid excuse as determined by the planning and zoning board.~~

~~(f) Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.~~

~~(g) Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice chair, who shall be elected for terms of one year by the board from its membership.~~

Sec. 34-26. – Provisions particular to the planning and zoning board. ~~Business meetings and procedures.~~

~~(a) The conduct of planning and zoning board business and holding of hearings shall be governed by Robert's Rules of Order and such other rules of procedure as the town council may determine to be necessary. Qualifications. Members of the planning and zoning board shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as have professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors. Board members shall hold no other town office or position; however, this does not preclude the board member from participating on a Town ad-hoc advisory board.~~

~~(b) Meetings. The board shall meet once each month for the transaction of its business, provided that a meeting may be cancelled by the town manager when no business is pending. Special meetings may be called by the town manager when, in the opinion of the town manager, there are conditions of such urgency as to justify a special meeting, provided that at least 48 hours' notice shall be given each member prior to the time set for such special meeting and that any statutory or town code notice timeframes are met. The board may schedule additional meetings as it deems necessary to conduct its business, training and other related matters.~~

~~(c) Staff. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto. The board, through its~~

Ordinance 2024-06

chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.

~~Sec. 34-27. -- Administrative assistance.~~

~~(a) The town manager shall provide such staff and clerical assistance as the planning and zoning board may require for the reasonable performance of its duties, including a recording secretary. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto.~~

~~(b) The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.~~

~~(c) The town attorney shall provide legal representation to the board at the request of the town manager.~~

Sec. 34-278. - Powers and duties.

(a) The planning and zoning board shall hear and make recommendations to the town council as to findings of fact on applications for:

- (1) Rezoning applicants.
- (2) Zoning ordinance amendments.
- (3) Site plans.
- (4) Conditional uses.
- (5) Special exceptions permitted within each zoning district.
- (6) Variances.
- (7) Administrative appeals.
- (8) Special permits and nonconforming uses.
- (9) Any other planning or zoning related matter referred to it by the town council.

(b) After hearing any of the above applications, the board may recommend appropriate conditions, restrictions, limitations and safeguards it deems necessary, consistent with applicable law.

(c) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of October 13, 2019, only upon referral of such proposed amendments by the town council.

Ordinance 2024-06

~~(e)~~(d) The board shall perform such other duties and special assignments as may be directed by the town council.

Sec. 34-29. - Planning and zoning board advisory only.

The actions, decisions and recommendations of the planning and zoning board shall not be final or binding on the town council but shall be advisory only.

Section 4: 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 5: 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 6: 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 in order to accomplish such intention.

Section 7: Effective Date. This ordinance shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing ordinance on first reading.

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

Ordinance 2024-06

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____ 2024.

Councilmember _____ offered the foregoing ordinance on second reading.

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE**

Item 15.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE

Item 15.

ORDINANCE NO. 2024-06

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The purpose of this ordinance is to enhance government efficiency and effectiveness by providing for applicability, composition, quorum, eligibility, qualifications, appointment, terms, removal, vacancies, officers, compensation, and procedures regarding town advisory boards; reorganization and revisions to chapter 34 planning and development to ensure compliance with new town advisory board.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: 0

4. Additional information the governing body deems useful (if any): N/A

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town of Loxahatchee Groves Town Council

FROM: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Consideration of *Ordinance No. 2024-04* on Second Reading Amending the Unified Land Development Code Section 10-015, "Definitions", and Section 20-015, "Residential Zoning Districts".

Background:

At its May 7, 2024, Regular Meeting, the Town Council approved Ordinance No. 2024-04 on first reading.

At its June 4, 2024, Regular Meeting, the Town Council move to continue this item to the July 2, 2024 for further discussion and consideration of approval. reading.

Recommendations:

Staff recommends approval of the proposed *Ordinance No. 2024-04* on second reading.

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, 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, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Council, as the governing body of the Town, pursuant to the authority vested in it by Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the Town desires to update its definition of Essential Services and clarify the process by which a debris management site may be permitted; and

WHEREAS, there has been a demonstrated need for such uses due to increasing storm activity; and

WHEREAS, the Town Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the Town of Loxahatchee Groves.

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

Section 1. Legislative Findings, Intent and Purpose. The WHEREAS clauses contained herein are legislatively determined to be true and correct and are incorporated herein and represent the legislative findings of the Town Council. It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the residents of the Town, and to provide essential services to residents within the Town’s corporate limits.

Section 2. The Town of Loxahatchee Groves hereby amends Section 10-015 “Definitions” of Article 10 of Part I “Administration and Definitions” of its Unified Land Development Code to read as follows:

Essential services. The erection, construction, alteration or maintenance by public utilities or governmental agencies, of underground or overhead sanitary sewer, communication, gas, electrical, steam or water transmission or distribution systems, and drainage facilities, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, transformer substations and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare. Essential services may also include debris management services for the purposes of post-disaster clean up.

Section 3. The Town of Loxahatchee Groves hereby amends Section 20-015 “Residential Zoning Districts, Permitted Uses” of Article 20 of Part II “Zoning Districts” of its Unified Land Development Code to read as follows:

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

| Principal Uses | Agricultural Residential (AR) |
|--|---|
| Single Family Dwelling | Permitted |
| Modular Home or Factory-Built Home | Permitted subject to Section 80-65 |
| <u>Essential Services – Debris Management (for post-disaster clean up)</u> | <u>Permitted w/ Special Exception Category B, subject to Section 20-055</u> |
| Essential Services – <u>other</u> | Permitted w/Special Exception <u>Category A</u> |

| Principal Uses | Agricultural Residential (AR) |
|-----------------------------------|--|
| Agriculture | Permitted |
| Wireless Communication Facilities | Permitted w/Special Exception Category A |

Section 4. The Town of Loxahatchee Groves hereby adds Section 20-55 to Article 20 of Part II “Zoning Districts” of its Unified Land Development Code to read as follows:

Section 20-055. – Essential Services, Debris Management (for post-disaster clean up)

(A) Debris management operations (for post-disaster clean up) pre-approved by the Department of Environmental Protection may be permitted by Special Exception, Category B subject to the following requirements:

- (1) Properties used as a debris management site shall be located south of Collecting Canal Road.
- (2) Vehicular access to a property used for debris management shall be provided from Southern Boulevard or a lettered road ie. A Road, B Road, C Road etc.
- (3) Properties used for the purposes of debris management shall be greater than 10 acres.
- (4) A minimum distance separation shall be required between two properties used for the purposes of debris management.
 - a. The minimum distance separation shall be one (1) mile, measured in a straight-line distance, between property lines.
 - b. The minimum distance separation shall only apply to properties within the Town limits.

(B) Properties that do not have pre-approval by the Department of Environmental Protection shall be subject to the Special Exception, Category A requirements.

Section 5. 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 6. 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 7. 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 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

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

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

| | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|---------------------------------|--------------------------|--------------------------|--------------------------|
| 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"/> |
| LAURA DANOWSKI, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ROBERT SHORR, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE**

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE**

ORDINANCE NO. 2024-04

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

(c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any): N/A

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Mayor and Council Members

FROM: Jim Fleischmann, Town Planning Consultant

VIA: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Resolution No. 2024-45, Adopting the Data and Analysis supporting the 2024 EAR-based Amendments to the Comprehensive Plan; and

Ordinance No. 2024-01, Adopting the Comprehensive Plan EAR 2024 Goals, Objectives, and Policies.

Background:

Pursuant to Chapter 163, Florida Statutes, the Town has conducted an extensive evaluation and appraisal review (EAR) and update of its Comprehensive Plan. The process started with a content notification letter to the State Land Planning Agency (Florida Department of Economic Opportunity - FDEO) in June of 2021. FDEO acknowledged the Notification in July of 2021.

The Town Council commenced a detailed element-by-element review of the current Comprehensive Plan in December of 2022. Following its 7-month review, the Town's Local Planning Agency (LPA) conducted its required review during September and October of 2023 and recommended approval of the EAR amendments.

The Town Council, at its meeting of February 6, 2024, and following an advertised public hearing on the matter, voted to approve Ordinance 2024-01 on first reading and authorize staff to transmit the proposed amendment to the State Land Planning Agency (Now Florida Department of Commerce - FDC) by a 5-0 vote.

The proposed EAR-based amendments were submitted to the FDC and other required reviewing agencies on February 12, 2024. Although the Town received comments from several agencies, there were no objections to the proposed amendments. The following agencies submitted comments: FDC; Treasure Coast Regional Planning Council (TCRPC); South Florida Water

Management District (SFWMD); Florida Department of Transportation (FDOT) District 4; and the Palm Beach County School District.

A final Council Workshop to discuss the contents of the EAR comprehensive plan amendments document (Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies) was held on June 18, 2024. Minor text amendments by the Council and amendments recommended by review agencies were discussed and included in the final document. In addition, staff revised the supporting data and analysis to include references to the comments submitted by reviewing agencies.

The second public hearing to consider adoption of Ordinance 2024-01 will be held on July 2, 2024.

Resolution 2024-45 to approve the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis document will be considered at the same meeting.

EAR Documents

The following documents are attached for consideration by the Town Council. The documents provide a complete history of the Evaluation and Appraisal Report (EAR) review and Approval Process:

1. Resolution 2024-45, including the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis.
2. Ordinance 2024-01, including the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies.

Council Action

Based on its review, the Town Council may approve, approve with revisions, or deny Resolution 2024-45 and Ordinance 2024-01 on second reading.

Ordinance 2024-01 directs staff to submit the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies, along with the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis, to all reviewing agencies and to any other unit of local government or state agency that filed a comment in response to the initial transmittal.

Recommendations:

Staff recommends approval of : (1) Resolution 2024-45 ; and (2) Ordinance 2024-01 on second reading.

RESOLUTION NO. 2024-45**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 DATA AND ANALYSIS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS Florida Statutes 163.3191(1) requires each local government to evaluate its Comprehensive Plan at least once every seven years; and

WHEREAS, the Town of Loxahatchee Groves has determined that the Comprehensive Plan needs to be amended to reflect certain changes in state requirements and local conditions; and

WHEREAS, The Town of Loxahatchee Groves has prepared data and analysis necessary to support the needed amendments to the Comprehensive Plan; and

WHEREAS, the Town has compiled the data and analysis in the document entitled Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis (2024 Data and Analysis); and

WHEREAS, Pursuant to Florida Statutes 163.3184(4)(e)2 the Town will submit the 2024 Data and Analysis to the state land planning agency and other agencies that provided comments during the transmittal stage of the amendment process.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the 2024 Data and Analysis, 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:

| | <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"/> |
| ROBERT SHORR, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LAURA DANOWSKI, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCILMEMEBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Robert Shorr

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Exhibit “A”

COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 Data and Analysis



Town of Loxahatchee Groves

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I. INTRODUCTION

The Loxahatchee Groves Evaluation and Appraisal Report (EAR) comprehensive plan amendments are submitted in response to the provisions of Section 163.3191, Florida Statutes (F.S.), which requires that the planning program be an ongoing process.

In order to ensure the ongoing process, F.S. Section 163.3191(1) requires each local government to prepare a formal evaluation of its comprehensive plan each seven years and notify the state land planning agency of the results. The purpose of the evaluation is to identify amendments to the comprehensive plan necessary to reflect relevant changes in state requirements since the last update. In addition, local governments are encouraged to update comprehensive plans to reflect changed local conditions.

In response to F.S. Section 163.3101(1) requirements, the Loxahatchee Groves Evaluation and Appraisal Notification Letter (Notification) was submitted to the Florida Department of Economic Opportunity (FDEO) on June 16, 2021. (Ref: Exhibit 1). The Town received confirmation of the Notification from the Florida Department of Economic Opportunity (FDEO) in a letter dated July 15, 2021 (Ref: Exhibit 2).

The following principal amendment categories are included in the EAR review process to meet state comprehensive planning requirements per the FDEO confirmation letter and changed local conditions:

A. Notification Letter Comprehensive Planning Requirements.

1. Coordination with the Lower East Coast and Palm Beach County 10-Year Water Supply Plans (F.S. 163.3177 (4)(a); and
2. Update of the Five-Year Schedule of Capital in the Capital Improvements Element (F.S. 163.3177 (3)(a).

B. Additional Florida Statutes Based Amendments

1. Updates to the planning period and population projections.
2. Addition of a Property Rights Element to the Comprehensive Plan.
3. Deletion of the Public Schools Element from the Comprehensive Plan.
4. Update of the data and analysis and Objectives and Policies of the Housing Element of the Comprehensive Plan.

C. Changes in Local Conditions Amendments:

1. Reformatting of the 2009 Loxahatchee Groves Comprehensive Plan, as amended, to consist of two separate documents: Evaluation and Appraisal Amendments 2024 Data and Analysis (2024 Support Documentation) and 2024 Evaluation and Appraisal Amendments Goals, Objectives, and Policies (2024 Goals, Objectives and Policies).

As part of the reformatting, an Introduction Element has been added to the 2024 Goals, Objectives and Policies document.

2. Minor text amendments.
3. Local issue amendments including redesignation of Okeechobee Boulevard as a Rural Minor Collector and creation of a local roads classification system.

All of the following EAR-based revisions to the current adopted Comprehensive Plan are identified by underline (additions to current text) or ~~striketrough~~ (deletions of current text) format.

II. NOTIFICATION LETTER AMENDMENTS

A. Ten-Year Water Supply Facilities Work Plan Update

1. Support Documentation

The Town's Evaluation and Appraisal Notification Letter identified an update of the Town's Ten-Year Water Supply Facilities Work Plan as an item to be completed as a component of the EAR-based Comprehensive Plan amendments.

A majority of the Town does not have central potable water service available and operates primarily on domestic self-supply water wells. The water supply wells draw from the Surficial Aquifer.

For areas centrally served, the Town entered a Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement (Service Agreement) with Palm Beach County in 2009. The Agreement is currently in effect.

Areas served by central potable water systems are located along Southern Boulevard, Okeechobee Boulevard and 40th Street North. Water mains are operated by Palm Beach County Water Utilities Department (PBCWUD). Property owners proximate to these mains may request connection with the permission of the Town Council. The daily Level-of-Service (LOS), per the current Palm Beach County 10-Year Water Supply Facilities Work Plan, is 111 gallons per day (GPD) per capita.

Residential and non-residential users purchase retail water directly from PBCWUD which has exclusive rights to operate a potable water distribution system within the Town. Specifically, PBCWUD has the right to erect, maintain and operate a potable water distribution system in order to provide potable water service to customers within the Town.

Per the Florida Department of Economic Opportunity Division of Community Development Bureau of Community Planning document entitled: “A Guide to the Preparation of the Water Supply Facilities Work Plan”, local governments with no water supply responsibility need only compile the following data and analysis:

“Population and Water Demand Projections for at least a 10-year period, and a discussion of reuse and conservation methods to reduce demand during the projection period”.

PBCWUD has included population and water use projections within its most current 10-Year Water Supply Facilities Work Plan, prepared in 2020. PBCWUD Served and Self-Served population and potable water use projections for the Town of Loxahatchee Groves are presented in Tables 1 and 2, assuming a consumption rate of 111 gallons per capita per day (gpcd).

Table 1
Town of Loxahatchee Groves Water Service Area
PBCWUD Served Population and Potable Water Consumption Projections

| Year | Population Projection | Potable Water Consumption (mgd) |
|-------------|------------------------------|--|
| 2020 | 235 | 0.0261 |
| 2025 | 774 | 0.0856 |
| 2030 | 1,333 | 0.1480 |

Source: Palm Beach County 10-Year Water Supply Facilities Work Plan (2/5/2020)

Table 2
Town of Loxahatchee Groves
Self-Served Population and Potable Water Consumption Projections

| Year | Population Projection | Potable Water Consumption (mgd) |
|-------------|------------------------------|--|
| 2020 | 3,180 | 0.3530 |
| 2025 | 2,980 | 0.3308 |
| 2030 | 2,780 | 0.3086 |

Source: Palm Beach County 10-Year Water Supply Facilities Work Plan (2/5/2020)

Per Section 8 of the PBCWUD Water Supply Facilities Work Plan, implementation of water conservation is key to maintaining the health and productivity of the Surficial and Floridan Aquifer systems. Promoting water conservation equipment, techniques and practices will benefit customers economically and maintain a realistic water demand picture for utilities.

Policy 3C.2.6 of the Infrastructure Element of the current Loxahatchee Groves Comprehensive Plan supports Palm Beach County's efforts to conserve water supply from the Surficial Aquifer, as follows:

"3C.2.6 Policy:

In order to protect and conserve the Surficial Aquifer, the Town shall cooperate with Palm Beach County to continue to investigate utilization of alternate water sources to supplement and broaden the county's future water supply sources as described in the 10-Year Water Supply Facilities Work Plan. These potential sources could include the increased use of reclaimed wastewater, improved methods of conservation, Aquifer Storage and Recovery (ASR), improved operations to increase stormwater reuse and aquifer recharge by improvements to the secondary canal infrastructure, and other technologies which may be addressed in the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District (SFWMD)."

In addition, updated Policy 4.2.9 and current Policy 4.2.10 of the Conservation Element of the 2024 Goals, Objectives, and Policies document promote water conservation and quality, as follows:

"4.2.9 Policy (to be revised by the EAR-based amendments; as underlined):

The Town shall work towards the further education of the public regarding various methods of water conservation at the household and small business level. In this regard, the Town shall procure publications from the South Florida Water Management District for distribution to residents and posting on the Town's website."

"4.2.10 Policy:

The Town shall encourage the utilization of the Best Management Practices developed by the Florida Department of Agriculture to promote the protection of water quality. The Town shall provide, as available, education material on the Best Management Practices."

2. Comprehensive Plan Amendments:

The following EAR-based amendments are incorporated in the Infrastructure Element of the accompanying 2024 Goals, Objectives, and Policies document:

3C.1 Objective:

The Town shall support Palm Beach County (PBC) ~~Water Utilities (PBCWUD)~~ to identify and, ~~where feasible~~, correct existing potable water facilities' deficiencies as necessary.

3C.1.1 Policy:

The Town shall assist the County ~~with capacity surpluses and deficiencies for the long-term planning horizon and any other relevant issues.~~ in planning for the Town's potable water supply needs by participating in the preparation of periodic PBC 10- Year Water Supply Facility Plan updates.

3.C.1.2 Policy: The Town shall continue to participate in the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement as a means to provide potable water supply service to Town residents.

3C.2 Objective:

Potable water facilities, currently depicted on MAP INF-1, shall be provided to meet the Town's short-term and long-term future needs. Long-term needs shall be addressed in the PBC 10-Year Water Supply Facilities Work Plan updates.

3C.2.1 Policy:

The level of service (LOS) standard for potable water facilities shall be the Florida Department of Environmental Protection Permitted Capacity of the County facility that serves the Town. The LOS standard for water treatment plants planning shall be measured by ~~maximum~~ average daily flow. The level of service (LOS) standard for potable water facilities provided by PBCWUD in the current PBC 10-Year Water Supply Facilities Work Plan is 111 ~~126~~ GPD per capita.

3C.2.3 Policy:

~~The Town shall support the planning~~ Planning for additional capacity and/or a reduction in per capita demand shall be included in the PBC 10-Year Water Supply Facilities Work-plan. ~~as required in Chapter 163 of Florida Statutes to increase the coordination of local land use and future water supply planning.~~

B. Capital Improvements Element Update

Florida Statutes Section 163.3177(3)(a) requires a local government comprehensive plan to include a Capital Improvements Element. Section 163.3177(3)(b) requires the Capital Improvements Element to be reviewed on an annual basis. However, modifications to the 5-Year Schedule of Improvements may be accomplished by local government ordinance rather than by amendment to the comprehensive plan.

The Town Council has elected to amend the Five-Year Schedule of Improvements by ordinance as part of its annual budget process in order to increase its planning efficiency. The following EAR-based amendments are incorporated in the Capital Improvements Element of the accompanying 2024 Goals, Objectives, and Policies document:

8.6 Objective:

The Five-Year Schedule of Capital Improvements shall be reviewed by the FAAC on an annual basis as part of the Town budget process. Any revisions and/or amendments to the Five-Year Schedule of Capital Improvements shall be made by the Town Council at that time. Annual updates to ~~Tables 9-1 to 9-3~~ the Five Year Schedule of Capital Improvements shall be made by Town Council Ordinance and not subject to the comprehensive plan amendment process.

8.7 Objective

~~The Five-Year Schedule of Capital Improvements consists of Tables 8-1 to 8-3.~~

~~**Table 8-1 Summary of FY 2014 – 2018 Capital Improvements Projects**~~

~~**A. Necessary to Maintain LOS Standards: Loxahatchee Groves**~~

| Comprehensive Plan Element | Project No. and Description | Comprehensive Plan Consistency (Objective/Policy Citation) |
|-----------------------------------|---|--|
| Transportation | TRAN-1: Non-District Town Road Survey (1) | Objective 2.6 and Policies 2.2.4, 2.7.1 and 2.7.9 Transportation Element |
| Transportation | TRAN-2: Collecting Canal Road OGEM surface Improvements (1,2) | Policy 2.1.3 Transportation Element |
| Transportation | TRAN-3: Okeechobee Traffic Signal @ "D" Rd. (1) | Policies 2.1.4 and 2.2.2, Transportation Element |
| Transportation | TRAN-4: Town Road OGEM Projects—Specific Future Projects To Be Identified (1,2) | Policy 2.1.3 Transportation Element |
| Transportation | TRAN-5: Pave/OGEM Surface "D" Road from Southern Blvd. to Collecting Canal | Policy 2.1.3 Transportation Element |
| Transportation | TRAN-6: LGWCD to Town road transfer costs—Specific Future Projects To Be Identified | Policy 2.1.3 Transportation Element |
| Drainage Sub-Element | DR-1: Drainage Canal Refurbishment Program (sub to LGWCD) | Policies 3A.1.5 and 3A.1.6 Drainage Sub-Element |

Key: TRAN—Transportation; DR—Drainage; LGWCD—Loxahatchee Groves Water Control District.

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

~~**B. FY 2014 to 2018 Improvements Necessary to Maintain LOS Standards: Outside Agencies**~~

| Agency | Project No. and Description | Comprehensive Plan Consistency (Objective/Policy Citation) |
|-------------------------------|---|---|
| Lox Groves Water Control Dist | DR-2: 40-foot Long Front Backhoe lease purchase (1,3) | Objective 3.A.1 Drainage Sub-Element |
| Lox Groves Water Control Dist | DR-3: Long-Reach Mower lease purchase (1,3) | Objective 3.A.1 Drainage Sub-Element |

| | | |
|--------------------------------------|---|---|
| Palm Beach County School District | PSF 1 Palm Beach County School District 5 Year Capital Budget (FY 2013—2017) By Reference (3) | Policy 8A.3 A Public School Facilities Element |
| Florida Department of Transportation | FDOT 1: #4282391 Bridge #930402 repair and rehab. West of "D" Road (1)* | Policy 2.2.4 Transportation Element; Policy 9.2.10 Capital Improvements Element |
| Florida Department of Transportation | FDOT 2: #4193452 Add lanes and reconstruct Southern Boulevard (3)* | Policies 2.2.4 and 2.6.2 Transportation Element; Policy 9.2.10 Capital Improvements Element |

* Project included in the FY 2011—2015 Transportation Improvement Program (TIP) of the MPO.

Key: DR—Drainage; PSF—Public School Facility; FDOT—Florida Department of Transportation

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

~~C. FY 2014 to 2018 Non-LOS Comprehensive Plan Directed Improvements: Loxahatchee Groves~~

| Comprehensive Plan Element | Project No. and Description | Comprehensive Plan Consistency (Objective/Policy Citation) |
|-----------------------------------|---|---|
| Recreation and Open Space | ROS 1: Equestrian Trails—Linear Park from "A" Road to Folsom Road (1,3) | Objective 2.3 Transportation Element |
| Recreation and Open Space | ROS 2: Equestrian Trails—Future Projects To Be Identified (1,3) | Objective 2.3 Transportation Element |

Key: ROS—Recreation and Open Space

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

~~D. FY 2014 to 2018 Other Infrastructure Improvements: Outside Agencies/Private Parties~~

| Project No. and Description | Public Agency/Private Party | Comprehensive Plan Consistency (Objective/Policy Citation) |
|---|--|---|
| TRAN 7 "F" Road Pavement and OGEM Improvements: Southern Blvd. to Collecting Canal(1,3) | Grove Medical Plaza Site Plan Approval Condition | Policy 2.1.4 Transportation Element |

Key: TRAN—Transportation.

(1)—Existing Deficiency ;(2)—Replacement Project; (3)—To Meet Future Need

**Table 8-2 FY 2014—2018
Schedule and Cost of Capital Improvements Projects**

~~A. Necessary to Maintain LOS Standards~~

| Project Number* | Fiscal Year Cost (\$ 000's) | | | | | Total Cost (Dollars) |
|------------------------|------------------------------------|----------------|----------------|----------------|----------------|-----------------------------|
| | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | |
| TRAN 1 | 100 | 100 | 0 | 0 | 0 | 200,000 |
| TRAN 2 | 944 | 0 | 0 | 0 | 0 | 944,000 |
| TRAN 3 | 250 | 0 | 0 | 0 | 0 | 250,000 |
| TRAN 4 | 100 | 0 | 0 | 0 | 0 | 100,000 |
| TRAN 5 | 300 | 0 | 0 | 0 | 0 | 300,000 |

| | | | | | | |
|-----------------|--------------|------------|------------|------------|---------------|-------------------|
| TRAN-6 | 29 | 29 | 29 | 29 | 29 | 145,000 |
| TRAN-7 | 106 | 0 | 0 | 0 | 0 | 106,000 |
| DR-1 | 150 | 150 | 150 | 150 | 150 | 750,000 |
| DR-2 | 62 | 62 | 62 | 62 | 62 | 310,000 |
| DR-3 | 34 | 34 | 34 | 34 | 34 | 170,000 |
| FDOT #4282391 | 119 | 0 | 0 | 0 | 0 | 119,000 |
| FDOT##4193452** | 5,200 | 0 | 0 | 0 | 34,500 | 39,700,000 |
| Totals | 7,394 | 375 | 275 | 275 | 34,775 | 43,094,000 |

**Cost includes entire project length (Lion Country Safari to west of Crestwood Blvd).

* – Refer to Table 9-1A, 9-1B and 9-1D.

B. Non-LOS Comprehensive Plan-Directed Improvements

| Project Number* | Fiscal Year Cost (\$ 000's) | | | | | Total Cost (Dollars) |
|----------------------------|---|----------------|----------------|--------------|--------------|----------------------|
| | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | |
| 1. ROS-1 | 2. 80 | 3. 0 | 4. 0 | 5. 0 | 6. 0 | 7. 80,000 |
| 8. ROS-2 | 9. 0 | 10. 100 | 11. 100 | 12. 0 | 13. 0 | 14. 200,000 |
| 15. Totals | 16. 80 | 17. 100 | 18. 100 | 19. 0 | 20. 0 | 21. 280,000 |
| 22. PBC School Dist | 23. 5 Year Capital Budget (FY 2013 – 2017) Incorporated By Reference | | | | | |

* – Refer to Table 9-1C.

Table 8-3 Revenue Sources for Town-Directed Capital Improvements Projects

| Project Number* | Revenue Source | Fiscal Year Budget (\$000) | | | | | Total Cost (Dollars) |
|--------------------|----------------|----------------------------|----------------|----------------|----------------|----------------|----------------------|
| | | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | |
| TRAN-1 | GF/GT | 100,000 | 100,000 | 0 | 0 | 0 | 200,000 |
| TRAN-2 | GF/GT | 944,000 | 0 | 0 | 0 | 0 | 944,000 |
| TRAN-3 | GF/GT | 250,000 | 0 | 0 | 0 | 0 | 250,000 |
| TRAN-4 | GF | 100,000 | 0 | 0 | 0 | 0 | 100,000 |
| TRAN-5 | GF | 300,000 | 0 | 0 | 0 | 0 | 300,000 |
| TRAN-6 | GT | 29,000 | 29,000 | 29,000 | 29,000 | 29,000 | 145,000 |
| TRAN-7 | P | 106,000 | 0 | 0 | 0 | 0 | 106,000 |
| DR-1 | GT | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 750,000 |
| ROS-1 | GF | 80,000 | 0 | 0 | 0 | 0 | 80,000 |
| ROS-2 | GF | 0 | 100,000 | 100,000 | 0 | 0 | 200,000 |
| Town Totals | GF/GT/P | 2,059,000 | 379,000 | 279,000 | 179,000 | 179,000 | 3,075,000 |

* – Refer to Tables 9-1A, 9-1C and 9-1D.

Revenue Sources: GF- General Fund; GT- Gas Tax; G- Grant; P- Private Source

III. ADDITIONAL FLORIDA STATUTES BASED AMENDMENTS

A. Planning Period Update and Population Projections

The Town's comprehensive plan must include a planning period for at least a ten-year period and population projections of at least 10 and 20-year periods. The 2020 Census population of Loxahatchee Groves was established at 3,355 residents. Future Town population generated by the Palm Beach County Planning Division, a professionally accepted source, is projected at 4,322 residents by 2035 and 4,908 residents by 2045.

It is necessary to update the Future Land Use Map to indicate the planning period of at least 10 years. Per this requirement, the 2023 – 2035 period is utilized in the 2024 Goals, Objectives and Policies document as the planning period.

B. Addition of a Property Rights Element

Florida Statutes Chapter 163.3177(6)(i)(1) requires a Property Rights Element to be included in the Town's Comprehensive Plan. The Property Rights Element has been added as Element 8 to the Comprehensive Plan as in the accompanying 2024 Goals, Objectives and Policies document as follows:

GOAL 9: PROPERTY RIGHTS

The Town shall respect judicially acknowledged, and constitutionally protected private property rights.

9.1 Objective:

The Town shall ensure that private property rights are considered in local decision making.

9.1.1 Policy:

The following rights shall be considered in local decision making.

(a) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

(b) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any of any other person, subject to state law and local ordinances.

(c) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

(d) The right of a property owner to dispose of his or her property through sale or gift.

C. Deletion of the Public School Facilities Element

Florida Statutes Chapter 163.3177(6) no longer requires a Public School Facilities Element to be included in the Comprehensive Plan. On this basis, the Town Council has deleted the current Element 8 Public Schools Facilities Element from the accompanying 2024 Goals, Objectives and Policies document.

D. Affordable Housing

Florida Statutes Chapter 163.3177(6)(f)1.d includes Comprehensive Plan requirements for very-low, low and moderate income workforce housing, mobile homes, group homes and foster care.

The Town currently relies upon the private sector to provide affordable housing opportunities for its residents. Private sector affordable housing opportunities are principally defined in the Unified Land Development Code (ULDC) as follows:

1. Minimum residential unit size of 400 sq. ft.
2. Allowance for permanent housing alternatives including accessory dwelling units, grooms quarters, modular and truck trailer and container conversion homes, and continuance and replacement of existing manufactured homes.
3. Use of a recreational vehicle and manufactured home on a temporary basis during new residence construction.
4. Use of recreational vehicles as temporary residences for a portion of the year

Housing Element Objective 6.2, modified in the accompanying 2024 Goals, Objectives, and Policies document, summarizes and supports the Town's housing policy:

6.2 Objective:

Adequate and affordable housing, consistent with the current rural character of the Town, shall be provided for existing residents and anticipated population growth, including housing to accommodate any defined specialized needs of very-low, low and moderate income households. ~~elderly households, EH-~~ modular homes and Community Residential Homes

~~handicapped or displaced residents. and farmworkers;—Also, provisions shall be made for displaced residents, and Community Residential Homes foster care housing, as well as and manufactured or and modular mobile homes.~~

6.2.3 Policy:

Provide for innovative housing alternatives (e.g., ~~single-room occupancy, accessory dwelling units~~ residential structures, caretaker quarters, groom's quarters, ~~manufactured and mobile~~ modular homes and Community Residential Homes ~~congregate living alternatives~~) oriented to facilitating reduced housing costs for very low, low and moderate income households and special needs populations.

6.2.5 Policy:

Allow the placement of manufactured homes ~~and individual mobile homes~~ within single-family residential districts provided that: (1) such homes must comply with all Town building, construction, design and housing codes that apply to all housing types and U.S. Department of Housing and Urban Development manufactured home construction and safety standards; and (2) they shall be subject to any reviews as provided in the Town code of ordinances.

6.2.6 Policy:

Encourage development of affordable and workforce housing, including accessory dwellings, in residential developments ~~south of Collecting Canal Road areas~~, in proximity to employment opportunities and major transportation facilities.

6.3 Objective:

Provision shall be made for the location of Community Residential Housing daycare, foster care and group home facilities regulated by the Town's ULDC and licensed by the state of Florida, ~~in a manner consistent with state law and the character of existing residential neighborhoods.~~

6.3.1 Policy:

The Town shall ~~permit~~ support the location of Community Residential Homes of 6 or fewer residents licensed by the state of Florida, ~~different classes of group home facilities~~ in appropriate residential neighborhoods that foster non-discrimination and encourage the ~~development of community~~ alternatives to institutionalization. ~~Further, no appropriate residential neighborhoods shall be closed to such facilities.~~

6.3.2 Policy:

The Town shall monitor the development and distribution of ~~daycare foster care and group homes~~ Community Residential Homes to ensure that adequate sites and infrastructures are provided, while over-concentration ~~(i.e., to be defined by implementing Policy 6.3.1)~~ in any residential appropriately zoned area is avoided.

6.3.3 Policy:

~~"Foster Care Facility" and "Group Home Facility"~~ Community Residential Home shall be defined as a residential unit, otherwise meeting the requirements of the Chapter 419, Florida Statutes and the Town Zoning

Code, where a family living environment is provided for individuals not related by blood or legally to the householder.

6.4.1 Policy:

Due to high land values and low permitted densities, very-low, low and moderate income housing efforts shall be oriented primarily toward: (1) maintaining the existing housing stock in standard condition; (2) continuing to permit individual ~~manufactured housing and mobile homes~~ modular or factory built homes and existing manufactured homes; and (3) investigating innovative housing alternatives such as ~~single-room occupancy, accessory dwelling units, and congregate living;~~ tiny homes and truck trailer and container storage conversions.

IV. CHANGES IN LOCAL CONDITIONS AMENDMENTS

The Town Council and Local Planning Agency went through an extensive ten-month, page-by-page review of the current Comprehensive Plan Element Goals, Objectives and Policies. A schedule of workshops and meetings topics is presented in Exhibit 3.

The workshops and LPA recommendation resulted in three categories of Comprehensive Plan Amendments; Reformatting of the Comprehensive Plan; minor text amendments; and local issue amendments.

A. Reformatting of the Comprehensive Plan

Due to the unwieldy size and format of the existing Comprehensive Plan, the Town has opted to separate the document into 2024 Support Documentation and 2024 Goals, Objectives and Policies documents. The 2024 Support Documentation as well as additional future revisions will be approved by Town Council Resolution, as opposed to Ordinance, in order facilitate the update process. Future 2024 Goals, Objectives and Policies updates will continue to be approved by Town Ordinance, per statutory requirements.

As part of the EAR-based review a new Introduction Element has been added to the 2024 Goals, Objectives and Policies document. The Element addresses basic comprehensive plan requirements per the Florida Statutes. In addition, the following specific vision (i.e. Community Character Goal) of the Town's future based upon its historical past is included:

Loxahatchee Groves will protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has great respect for lifestyle choices balanced with historical community needs. This is reflected in a cost effective, minimal government structure that

strives to protect the environment and our quality of traditional lifestyles.

Development of plans, enforcement of regulations, and operations of the Town are directed toward this end.

B. Minor Text Amendments

The following minor amendments are indicated by underline and ~~striethrough~~ text in the accompanying 2024 Goals, Objectives and Policies document.

- Grammer and format revisions.
- Movement of objectives and/or policies to a more appropriate location(s).
- Use of consistent terminology throughout the Comprehensive Plan.
- Updating of implementation timing for certain objectives and policies.
- Updating, where necessary, of Florida Statutes references and deleting Florida Administrative Code references.

C. Local Issue Amendments

Local issue amendments, including text and map revisions, are incorporated into the accompanying 2024 Goals Objectives and Policies document. The following paragraphs provide data and analysis in support of those revisions. Related map revisions are presented in Exhibit 4.

1. Designation of Okeechobee Boulevard as a Rural Minor Collector

The current designation of Okeechobee Boulevard through the Town, by both the Town and Palm Beach County, is County Urban Collector. This designation is not consistent with the nature of the Town, as described by the Community Character Goal included in the new Introduction Element which describes the Town as a rural residential and agricultural community. Consistent with its character, the Town has proposed a change in the designation of Okeechobee Boulevard to Rural Minor Collector.

Implementing the Community Character Goal is the Town's Rural Residential 5 (RR 5) Future Land Use category and Agricultural Residential (AR) zoning district which encompass more than 95% of the Town's land area and limit residential density to a maximum of 5 units per acre.

Supporting the Town's Community Character Goal are Palm Beach County Comprehensive Plan policies and planning maps and the designation of Loxahatchee Groves as a rural community by the Florida Department of Commerce (Ref: Exhibit 5).

Per Map LU-1.1 (Ref: Exhibit 5), the Town is within the Rural Tier of Palm Beach County's Managed Growth Tier System. Objective 1.4 *Rural Tier* of the Future Land Use Element of the County Comprehensive Plan, the Rural Tier is characterized as follows:

"The Rural Tier includes agricultural land and rural settlements that range in density from primarily 1 dwelling unit per 5 acres to 1 dwelling unit per 20 acres. These areas support large agricultural operations as well as single-family homes with small family -owned agricultural businesses, including equestrian related uses. Due to the declining availability of land and the increase in population in the Urban and Exurban Tiers, the Rural Tier is beginning to experience pressure for urban densities and nonresidential intensities normally associated with a more urban area. The strategies in the Rural Tier are established to protect and enhance rural settlements that support agricultural uses and equestrian uses while also providing an alternative style of development in specific areas that further the goals of the Rural Tier"

County Future Land Use Element Policy 1.4-a states the following Rural Tier land use policy:

"The County shall protect and maintain the rural residential, equestrian and agricultural areas within the Rural Tier by:

1. Preserving and enhancing the rural landscape, including historic, cultural, recreational, agricultural, and open space resources.
2. Providing facilities and services consistent with the character of the area.
3. Preserving and enhancing natural resources; and,
4. Ensuring development is compatible with the scale, mass, intensity of use, height, and character of the rural community".

Per Map LU-2.1 (Ref: Exhibit 4), the Town is also within the County Rural Service Area. Objective 3.4 *Rural Service Area* of the Future Land Use Element summarizes the required service level as follows:

"Palm Beach County shall require a rural level of service, which meets the needs of rural development and uses without encouraging the conversion of rural areas to more intense uses.

Policy 3.4-a: The Rural Service Area shall include those areas of the County where the extension of urban levels of service is neither foreseen during the long-range planning horizon nor warranted by the development patterns or densities or intensities allowed. The official boundaries of the Rural Service Area shall be depicted on the Service Areas Map in the Map Series.

Policy 3.4-b: Development on a parcel in the Rural Tier that is adjacent to water and/or sewer lines which existed prior to the adoption of the Comprehensive Plan in 1989 shall be allowed an urban level of service when required by the Public Health Department”.

To assist in maintaining its rural character while addressing its infrastructure needs and improving economic conditions, the Town applied for, and was designated a rural community, per F.S. Section 288.0656(2)(e)4, by the Florida Department of Commerce (FDOC). Documentation of the FDOC designation is included in Exhibit 5.

The following supportive text amendments are incorporated in the Transportation Element in the accompanying 2024 Goals Objectives and Policies document:

2.2.5 Policy:

The following shall be Town policies: (1) permanent removal of the “E” Road, 140th Avenue extension; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

2.2.6 Policy:

In order to maintain the two-lane section on Okeechobee Boulevard and protect its rural character, the Town shall support implementation of the following:

- a) Designation of the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Minor Collector.
- b) Traffic calming features to include, but not limited to, roundabouts, traffic signals, and/or stop signs at the Letter Road intersections; and
- c) Implementation and enforcement of reduced speed limits.

2.2.8 Policy:

On an annual basis, work with Palm Beach County to incorporate future roadway improvements that implement the Town’s Okeechobee Boulevard planning policy Policies 2.2.5 and 2.2.6 within the Five-Year Transportation Improvement Program (TIP). In this regard, the Town Council shall be represented at Transportation Planning Agency meetings in preparation of the TIP.

2. Creation of a Local Roads Classification System

The Town's current classification system consists of three roadways: Okeechobee Boulevard, Southern Boulevard and Folsom Road. In order to facilitate and prioritize its local roads maintenance and improvements program it is necessary to create a related classification system. The Town's Roadway Equestrian Trails and Greenways (RETAG) Advisory Committee developed the classification system and map to be incorporated in the Comprehensive Plan.

To establish a classification system, following text amendments and map are incorporated in the Transportation Element of the accompanying 2024 Goals Objectives and Policies document:

2.7 Objective:

The Town shall maintain a safe local roadway network.

2.7.1 Policy:

For the purpose of allocating public maintenance and capital improvements projects funds, the Town's local roads shall be classified ~~as follows:~~ in Table TRN 1 Local Roads Functional Classification System and illustrated on Map TRN 2 Local Roads Classification Map.

~~1. Category 1 — Surfaced local public roads under the jurisdiction of the Town.~~

~~1. A. — Paved local public roads;~~

~~1. B — OGEM surfaced local public roads;~~

~~2 — Category 2 — Unsurfaced local public roads;~~

~~2. A — Loxahatchee Groves Water Control District roads;~~

~~2. B — Town of Loxahatchee Groves roads;~~

~~3. Category 3 — Private local roads (public access); and~~

~~4 — Category 4 — Private local roads (no public access).~~

2.7.4 Policy:

The Town shall investigate and implement strategies with all affected governments, special districts, and other public agencies, ~~including the LGWCD,~~ to discourage cut-through traffic on local roads throughout the Town.

Table TRN 1
Local Roads Functional Classification System

| <u>Road Classification</u> | <u>Function</u> | <u>Design Objective</u> |
|-----------------------------------|---|--|
| <u>Service Level 1</u> | <u>Principal public access from Town properties to both Okeechobee Boulevard and Southern Boulevard</u> | <u>Improved or unimproved, as determined by the Town</u> |
| <u>Service Level 2</u> | <u>Public access from Town properties to Okeechobee Boulevard or Southern Blvd.</u> | <u>Improved or unimproved, as determined by the Town</u> |
| <u>Service Level 3</u> | <u>Connector public access between two or more Service Level 1 Roads</u> | <u>Improved or unimproved determined by Town and abutting owners</u> |
| <u>Service Level 4</u> | <u>Non-through public direct access to Town properties</u> | <u>Improvement can be requested by abutting owners and approved by Town.</u> |
| <u>Service Level 5</u> | <u>Non-through private direct access to Town properties</u> | <u>Improvements may be made by abutting owners</u> |

Source: ~~Town of Loxahatchee Groves Roadway Equestrian Trail and Greenways Advisory Committee; 2019.~~

V. SUMMARY OF REVIEW AGENCY COMMENTS AND STAFF RESPONSES

The proposed EAR-based amendments to the comprehensive plan were submitted to the Florida Department of Commerce (FDC) and other required reviewing agencies on February 12, 2024. Although the Town received comments from several agencies, there were no objections to the proposed amendments. The following agencies submitted comments to the Town and FDC: Treasure Coast Regional Planning Council (TCRPC); South Florida Water Management District (SFWMD); Florida Department of Transportation (FDOT) District 4; and the Palm Beach County School District.

The Town Council convened a workshop on June 18, 2024, to discuss final EAR-based revisions and the need for further amendments to the Comprehensive Plan prior to consideration of second reading. The following is a summary of Comprehensive Plan revisions made by the Council in response to agency comments.

A. Florida Department of Commerce (Florida Commerce)

1. Objections: None.

2. Comments: The following two comments were offered: with Staff responses:

Planning Horizons: Florida Commerce staff encourages the Town to amend the comprehensive plan to reflect the new statutorily required planning periods pursuant to Florida Statutes Sections 163.3177(5)(a) and 163.3191. The planning periods include the first 10-year period after the plan's adoption and an additional period of at least 20-years.

Staff Response: The 2024 Evaluation and Appraisal Report Support Documentation (Support Documentation Section III.A)) and the 2024 Evaluation and Appraisal Report Goals Objectives and Policies (Goals, Objectives and Policies Population Introduction Element Population Projections Section) documents both contain population projections to 2035 and 2045. These projections are used as they are prepared by the Palm Beach County Planning Division and used by the county and various planning agencies. Since they are used as the basis for planning coordination in Palm Beach County and meet the 10 and 20-year planning periods, they will continue to be incorporated within Town planning documents.

Coordinate with External State Agencies: Florida Commerce strongly encourages the Town to work with staffs from Florida Department of Transportation, South Florida Water Management District, and Treasure Coast Regional Planning Council to address the comments that were provided in their correspondence.

Staff Response: Comments by each of these agencies are summarized in the paragraphs that follow as well as Town responses. It should be stated that there were no objections submitted by any of these agencies.

B. Treasure Coast Regional Planning Council (TCRPC)

1. Objections: None.

2. Comments: The following official TCRPC comments were offered:

Regional Impacts: No adverse effects on regional resources or facilities have jurisdictions by the Palm Beach County Intergovernmental Plan Review Committee Clearinghouse Coordinator.

Staff Response: No response necessary.

Additional Suggestions: The following additional TCRPC suggestions were offered: along with Staff responses:

Public School Facilities: Since the Public Schools Facilities Element is to be eliminated, at a minimum, the language in Objective 7.3 and associated Policies in the Intergovernmental Coordination Element should be retained to state that the Town will work with the School District on population projections and school siting in accord with Section 163.3177(6)(h)(2) of the Florida Statutes. In addition, the Town is encouraged to join as a signatory to the Coordinated School Planning Interlocal Agreement

Staff Response: Staff recommends that Objective 7.3 of the Intergovernmental Coordination Element, rather than being deleted, be revised to establish consistency with Section 163.3177(6)(h)(2) of the Florida Statutes which requires coordinating the Town's comprehensive Plan with plans of the school district, as well as other listed agencies. Staff recommends that Intergovernmental Coordination Element Objective 7.3 be retained in its original form, and Policy 7.3.1, in its original form, be revised, as follows and incorporated within the Comprehensive Plan:

7.3 Objective:

Ensure coordination with the School Board of Palm Beach County to establish concurrency requirements for public school facilities.

7.3.1 Policy:

The Town of Loxahatchee Groves, ~~in cooperation with appropriate local, county, and state governments and agencies, shall continue to utilize the following collaborative planning process~~ will work with the School District on population projections and school siting in accord with Section 163.3177(6)(h)(2) of the Florida Statutes.

Infrastructure Element: Consider not deleting the stormwater management criteria in Policy 3.1.2 since these establish a Level-of-Service standard for this important aspect of the Town's infrastructure and help manage the impact of new development.

Staff Response: Infrastructure Element Drainage Policies 3.1.2 a to i are proposed to be deleted, as the criteria are currently within the Town's Unified Land Development Code (ULDC) and used to guide the Town's infrastructure development and maintenance. Including the criteria in the ULDC is the most efficient way to administer and revise, if necessary, the specifics of the Policy 3.1.2 directive. Staff recommends no change to the proposed revision.

Intergovernmental Coordination Element: In policy 7.1.4, the reference to Council should be revised as follows in strikethrough and underline:

~~The Town's Comprehensive Plan~~ Town will consider ~~be consistent, where feasible and practical, with the Treasure Coast Regional Policy Planning Council Regional Strategic Regional Policy Plan, Palm Beach County Comprehensive Plan, the Comprehensive Plans of adjacent local governments, and applicable regional water supply plans~~ when amending the Comprehensive Plan.

Staff Response: Staff recommends that the proposed TCRPC revision to Intergovernmental Coordination Element Policy 7.1.4 be incorporated within the adopted Comprehensive Plan.

C. South Florida Water Management District (SFWMD)

1. **Objections:** None.
2. **Comments:** The following two “Advisory Comments” comments were offered: along with Staff responses:

Infrastructure Element – Natural Groundwater Aquifer Recharge:

Policy 3.2.1 states: “The town shall enforce the landscape regulations which shall address the SFWMD’s xeriscape guidelines.” The term “Xeriscape” is dated language that has been replaced by Florida-Friendly Landscaping. The District recommends that the Town update this language to reflect the current Florida Statutes. There are resources available if the Town would like to consider adopting a local Florida-Friendly Landscaping ordinance (Chapter 373.185 Florida Statutes).

Staff Response: Staff recommends that Natural Groundwater Aquifer Recharge Policy 3.2.1 be revised to read:

Policy 3.2.1:

The Town shall enforce ~~landscape~~ regulations which shall ~~address the SFWMD's xeriscape guidelines~~ require quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.

Regional Water Supply Planning: The Town is required to revise its Water Supply Facilities Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District’s Governing Board. The District’s Governing Board approved the LEC Water Supply Plan Update on November 8, 2018. Therefore, the Town’s Work Plan needed to be updated and adopted by May 2020. To date, we have not received the updated Work Plan. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands.

Staff Response: The Town's Ten-Year Water Supply Facilities Work Plan Update is presented in Section II.A.1 of the 2024 Evaluation and Appraisal Report Support Documentation. The Update was prepared pursuant to the document entitled: "A Guide to the Preparation of the Water Supply Facilities Work Plan" and is consistent with the most recent Palm Beach County Water Supply Plan Update. The Lower East Coast Water Supply Facilities Work Plan is currently being updated. The Town will coordinate with Palm Beach County in the preparation of its next Update consistent with Infrastructure Element Potable Water Policy 3.4.1 and update the Town's Ten-Year Water Supply Facilities Work Plan, as necessary.

D. Florida Department of Transportation (FDOT) District 4

1. Objections: None.

2. Comments: Three Technical Assistance Comments were offered: by FDOT District 4. Due to their length, a complete copy of the Technical Assistance Comments and Recommendations are presented in Attachment A. The following is a summary of the comments and recommendations along with Staff responses:

Transportation Element Policies 2.2.5 and 2.2.6: The Town is proposing to constrain Okeechobee Boulevard to two lanes and encourage traffic calming features to be incorporated as part of future transportation projects. For instance, Policy 2.2.5(2) which reads: "(2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of A Road from consideration of expansion to four lanes from the County's 5-Year Road Program."

The Town should reconsider the adoption of policies (2.2.5 and 2.2.6) that will constrain the future number of lanes on Okeechobee Boulevard. Alternatively, the Town should allow for needed capacity improvements to occur but at a speed consistent with the Town's rural character and controlled through appropriate roadway design elements.

Staff Response: All Town-related planning documents, commencing with the Loxahatchee Groves Neighborhood Plan (1996), and including the Strategic Vision Plan (2008) and initial Comprehensive Plan (2011) have stressed maintenance of the existing quality of life and preservation of the natural environment and rural atmosphere. Further, the Florida Department of Commerce (FDC) has recently (2023) determined that the Town is a "rural community" as the term is defined by Section 288.0656(2)(a)4, Florida Statutes.

The local consistent historical planning directives and FDC determination support maintaining Transportation Element Policies 2.2.5 and 2.2.6 in their current proposed form. Staff proposes no revision to Transportation Element Policies 2.2.5 and 2.2.6.

Future Land Use Element 1.2 and Related Policies: The Town is proposing a revised Objective 1.2 and related policies 1.2.1 and 1.2.3 that will direct rural

style commercial center development consisting of accessible shopping, recreation and employment opportunities for Town residents and substantial equestrian land uses away from Okeechobee Boulevard and specifically target all this activity within the Town along the Southern Boulevard/State Road 80 Corridor.

Implementation of this objective and policies has the potential to create adverse impacts to SR 80, a Strategic Intermodal System (SIS) facility. The Department projects that SR 80 will not have sufficient capacity in the future to serve the demand created by existing and future development. The proposed objective and policies may result in a diversion of local trips within the Town to the SR 80 Corridor to satisfy local home-based shopping trips.

The Town should consider the implementation of strategies to offset the impacts of local trips on SR 80. For example, the Town could update the comprehensive plan to identify additional roadway connections between A Road and F Road and between Okeechobee Boulevard and SR 80 on Map TRN 2. Additionally, language regarding Tangerine Drive in Policy 1.2.4 could be strengthened relating to the roadway's function as a parallel reliever to SR 80 local trips.

Staff Response: The vast majority of development potential along Southern Boulevard (Palm Beach Community College, Loxahatchee Groves Commons, Groves Town Center, Lockhart Self-Storage, AG Market, Palms West Plaza, Southern Lawn Care, Groves Medical Office and Everglades Farm Equipment) have already been built or approved. Remaining development opportunities with the potential to generate additional traffic impacts on Southern Boulevard capacity are minimal. Implementation of Policy 1.2.4, as written, would complete the Tangerine Drive/East Citrus east-west link between the Community College and Town Hall located on F Road as proposed by FDOT. Staff proposes no revision to Future Land Use Element 1.2 and related Policies.

Transportation Element Policies: The Transportation Element includes a policy (2.2.6A) to designate Okeechobee Boulevard as a Rural Minor Collector in the Town's Comprehensive Plan. This designation is inconsistent with the Federal Functional Classification assigned to Okeechobee Boulevard as an Urban Collector. Census designated urban boundaries, not the character of an area, form the basis for designating if a roadway segment is within a rural or urban area. The Town is located within the Miami-Fort Lauderdale Urban Area. Only roadways functionally classified as urban minor collector or above are eligible for Federal Surface Transportation Funds. Future funding for roadway infrastructure that the Town may rely on in the future could be jeopardized by the inconsistency.

It is recommended that the Town consider amending Policy 2.2.6.a and applicable Transportation Element Functional Classification Maps to display the correct and official Federal Functional Classification of Okeechobee Boulevard in the Town's Comprehensive Plan.

Staff Response: The Town's proposed assignment of a "Rural Minor Collector" Functional Classification designation to Okeechobee Boulevard is consistent with all current and previous local planning efforts, as well as the recent Florida Department of Commerce (FDC) determination that the Town is a "rural community". In further support of this conclusion, Erdman Anthony prepared an Urban Area Study (2011) which concluded that only 11% of the area of the Loxahatchee Groves Water Control district met the criteria for designation as an Urban Area under Florida Statutes 189.4051. Staff concludes that the proposed "Rural Minor Collector" Functional Classification of Okeechobee Boulevard is appropriate and recommends that no revisions to proposed Policy 2.2.6a and Map TRN-1 be made. Alternatively, in order to support eligibility for federal funding, the Town may revise Map TRN-1 to classify Okeechobee Boulevard as an "Urban Minor Collector."

E. Palm Beach County School District (PBCSD)

1. Objections: None.

2. Comments: No official comments were offered.

Staff Response: An email was received from PBCSD with attachments related to the Countywide School Planning Coordination Interlocal Agreement. The Florida Legislature passed growth management legislation that made school concurrency optional in 2011. However, local governments are still required to enter participate in an Interlocal Agreement that describes a joint process for collaborative planning and decision making on population projections and school siting.

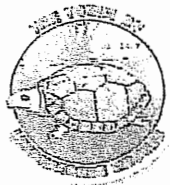
A Coordinated Planning Interlocal Agreement (ILA) was approved by the School Board and Palm Beach County Commission in 2015. The Coordinated Planning ILA adopts a School Capacity Adequacy Determination (SCAD) for the planning and construction of public schools in Palm Beach County.

The PBCSD has suggested that the Town include a policy in the Intergovernmental Coordination Element that supports the maintenance and enhancement of joint planning processes and procedures for coordination of public education facilities for planning and decision-making, including participation in the Countywide School Planning Coordinated Interlocal Agreement (ILA). Staff recommends including Policy 7.3.2 in the Intergovernmental Coordination Element that supports joint planning processes through the ILA, as follows:

7.3.2 Policy:

The Town shall abide by, and participate in, the "Interlocal Agreement between the School Board of Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning", adopted by the Palm Beach County Board of County Commissioners through Resolution 2015-1864.

EXHIBIT 1
LOXAHATCHEE GROVES
EVALUATION AND APPRAISAL NOTIFICATION



Town of Loxahatchee Groves

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

June 18, 2021

Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399

Re: Submittal of Evaluation and Appraisal Notification for the Town of Loxahatchee Groves (Palm Beach County).

Dear Mr. Eubanks:

Pursuant to the requirements of F.S. 163.3191(1), please accept this letter as the Evaluation and Appraisal Notification (Notification) for the Town of Loxahatchee Groves. In completing the Notification, the Town has researched changes in state comprehensive planning requirements since the date of the adoption of the Comprehensive Plan

Based upon the Town's research into the matter, the principal amendments necessary to reflect updated state comprehensive planning requirements are those included in F.S. 163.3177 (4)(a) (coordination with the Lower East Coast and Palm Beach County 10-year Water Supply Plans) and F.S. 163.3177(3)(a) (update of the 5-Year Capital Improvements Plan).

In addition to a review of updated state requirements, the Town has determined that the Comprehensive Plan requires the following additional amendments to appropriately reflect current conditions:

1. Editing statutory and administrative code references in the Comprehensive Plan, and updating the planning period and population projections; and
2. Additional updates resulting from the recently completed 2019 FDEO Technical Assistance Planning Grant No P0361 (currently under review for Second Reading).

The Town will review the above items and transmit appropriate Comprehensive Plan amendments to the State Land Planning Agency.

Any questions regarding this submittal may be addressed to:

Jamie Titcomb
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Tel: (561) 793-2418
E-Mail: jtitcomp@loxahatcheegrovesfl.gov

Respectfully submitted,

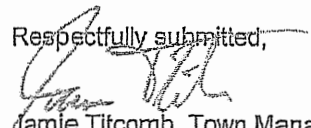

Jamie Titcomb, Town Manager
Town of Loxahatchee Groves

EXHIBIT 2
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
CONFIRMATION LETTER

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 15, 2021

Mr. Jamie Titcomb, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

RE: Loxahatchee Groves Evaluation and Appraisal Notification Letter

Dear Mr. Titcomb:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on August 1, 2021 and received by the Department on July 13, 2021.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by July 13, 2022, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statutes.

Please be aware that Chapter No. 2021-195 Laws of Florida, creates a new Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, each local government is now required to adopt a property rights element into its comprehensive plan.

Ms. Kelly Corvin of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8503.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

Florida Department of Economic Opportunity | Ceidwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850 246.7106 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

EXHIBIT 3
EAR WORKSHOPS AND MEETINGS SCHEDULE

EAR-BASED AMENDMENTS PROCESS AND SCHEDULE
Commencing January 9, 2023 (10th Revision)

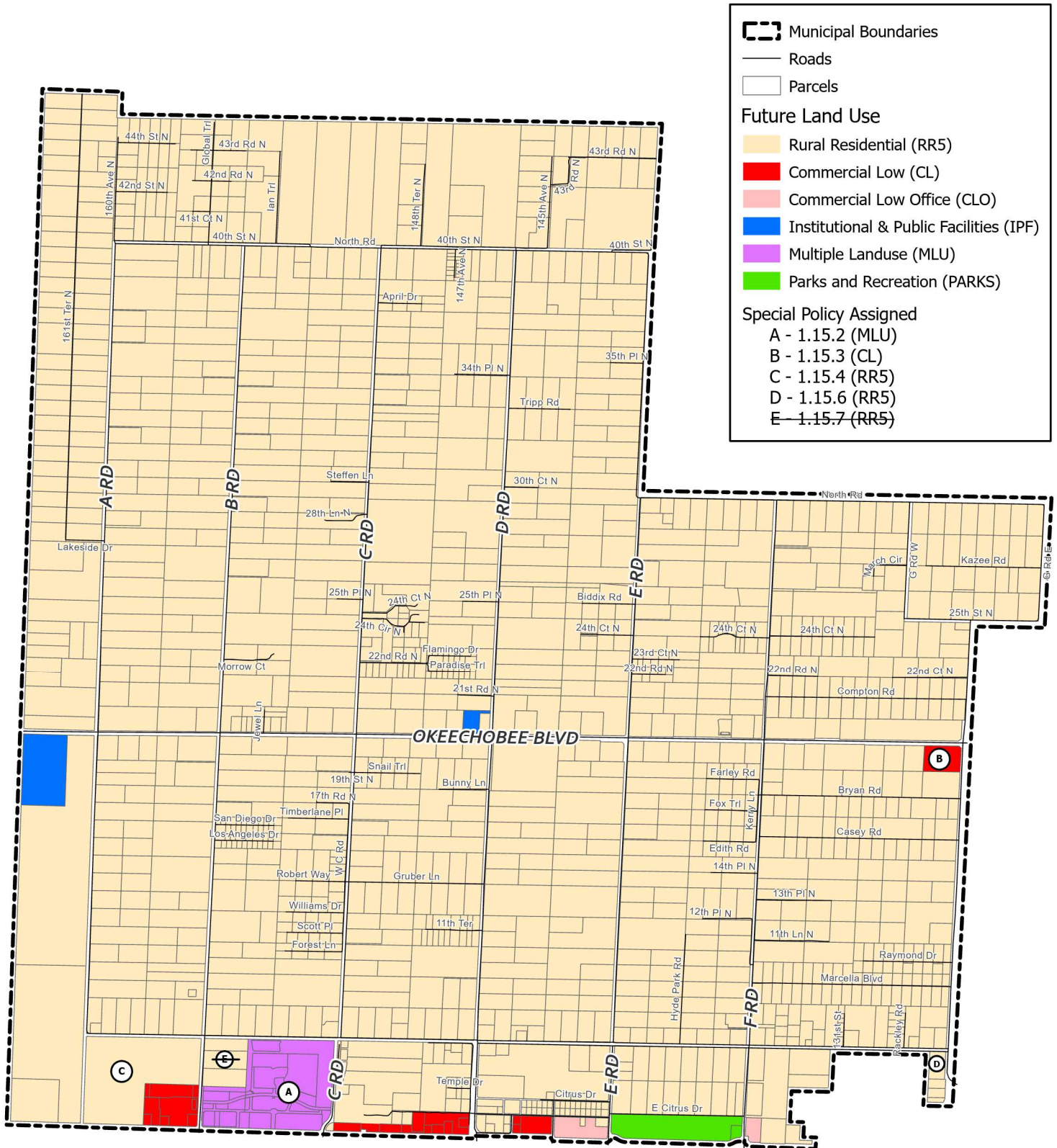
| Month | Date | Comp Plan Element(s) | Task |
|----------|------|--|---|
| January | 9 | Conservation and Recreation/Open Space | 1. Discussion and Staff Direction |
| January | 23 | Housing and Intergovernmental Coordination | 1. Review of January 9th 2. Discussion and Staff Direction |
| January | 30 | Infrastructure and Transportation (part) | 1. Review of January 23rd 2. Discussion and Staff Direction |
| February | 13 | Transportation (balance), Capital Improvements and Property Rights | 1. Review of January 30th 2. Discussion and Staff Direction |
| February | 28 | Future Land Use #1 | 1. Review of February 13th 2. Discussion and Staff Direction |
| March | 13 | Future Land Use #2, | 1. Review of February 28th 2. Discussion and Staff Direction |
| March | 27 | Introduction Element Plan graphics and Additional Planning Issues | 1. Review of March 13th 2. Discussion and Staff Direction |
| April | 24 | Summary and discussion of previous and additional revisions | 1. Review of March 27th 2. Discussion and Staff Direction |
| May | 8 | Council Review Workshop #1 | 1. Discussion of new FLU categories |
| May | 15 | Council Review Workshop #2: Introduction, Infrastructure, Recreation and Open Space, Housing Capital Improvements, Intergovernmental Coordination, Property Rights | 1. Discussion of future land uses 2. Final Workshop Review of Elements |
| May | 30 | Continuation of Review Workshop #2 | 1. Discussion of future land use 2. Final Workshop Review of Elements |
| June | 26 | Council Review Workshop #3 | Workshop Review of Draft Revised Comp Plan |

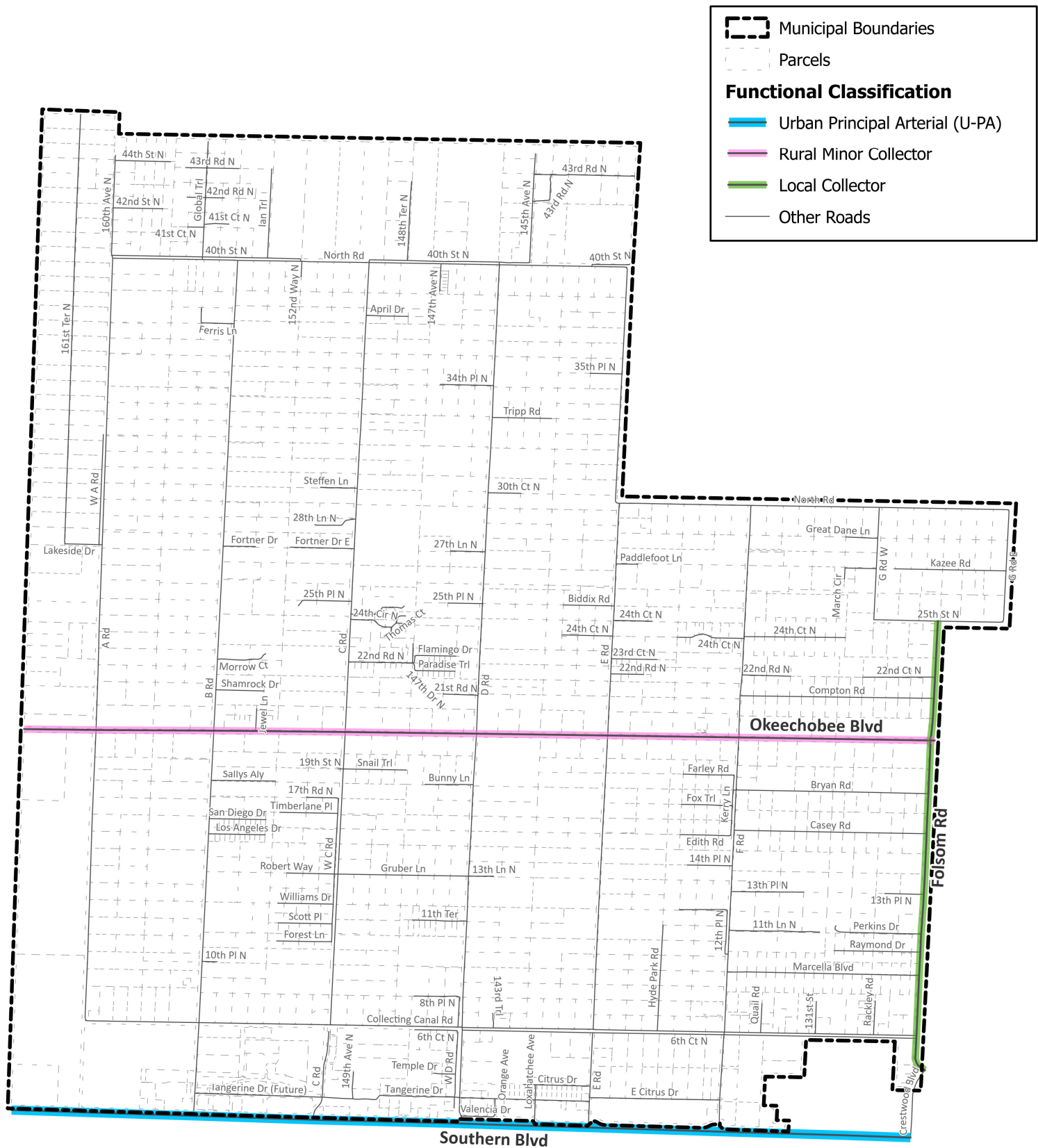
| Month | Date | Comp Plan Element(s) | Task |
|------------------------|------|---|--|
| August | 17 | Introduction, Conservation, Recreation/Open Space, Housing, Intergovernmental Coordination, Capital Improvements, and Property Rights Elements – Revised Comprehensive Plan | Planning and Zoning Board review |
| September | 21 | Future Land Use, Transportation and Infrastructure Elements – Revised Comprehensive Plan | Planning and Zoning Board review |
| October | 24 | Public Hearing - All Elements – Revised Comprehensive Plan | Local Planning Agency Public Hearing and Recommendation |
| December | 5 | Public Hearing - All Elements – Revised Comprehensive Plan | Council Public Hearing and Consideration of Adoption Ordinance on First Reading |
| To be determined (TBD) | TBD | All Elements – Revised Comprehensive Plan | Transmittal to FDEO and Other Agencies for Review and Comment |
| To be determined (TBD) | TBD | All Elements – Revised Comprehensive Plan | Staff Review of Agency Comments (If any) and Draft response |
| To be determined (TBD) | TBD | Public Hearing - All Elements – Revised Comprehensive Plan, Including Agency Comment Responses | Council Public Hearing and Consideration of Adoption Ordinance on Second Reading |
| To be determined (TBD) | TBD | All Elements – Revised Comprehensive Plan | Submittal of Adopted Plan to FDEO |
| To be determined (TBD) | TBD | All Elements – Revised Comprehensive Plan | Comprehensive Plan Effective Date |

**EXHIBIT 4
LOCAL ISSUE
COMPREHENSIVE PLAN MAP AMENDMENTS**



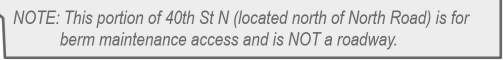
2035 Future Land Use Map





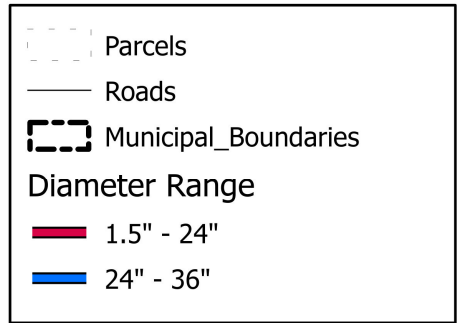


Item 17.





Item 17.



PB Maps and Data 237

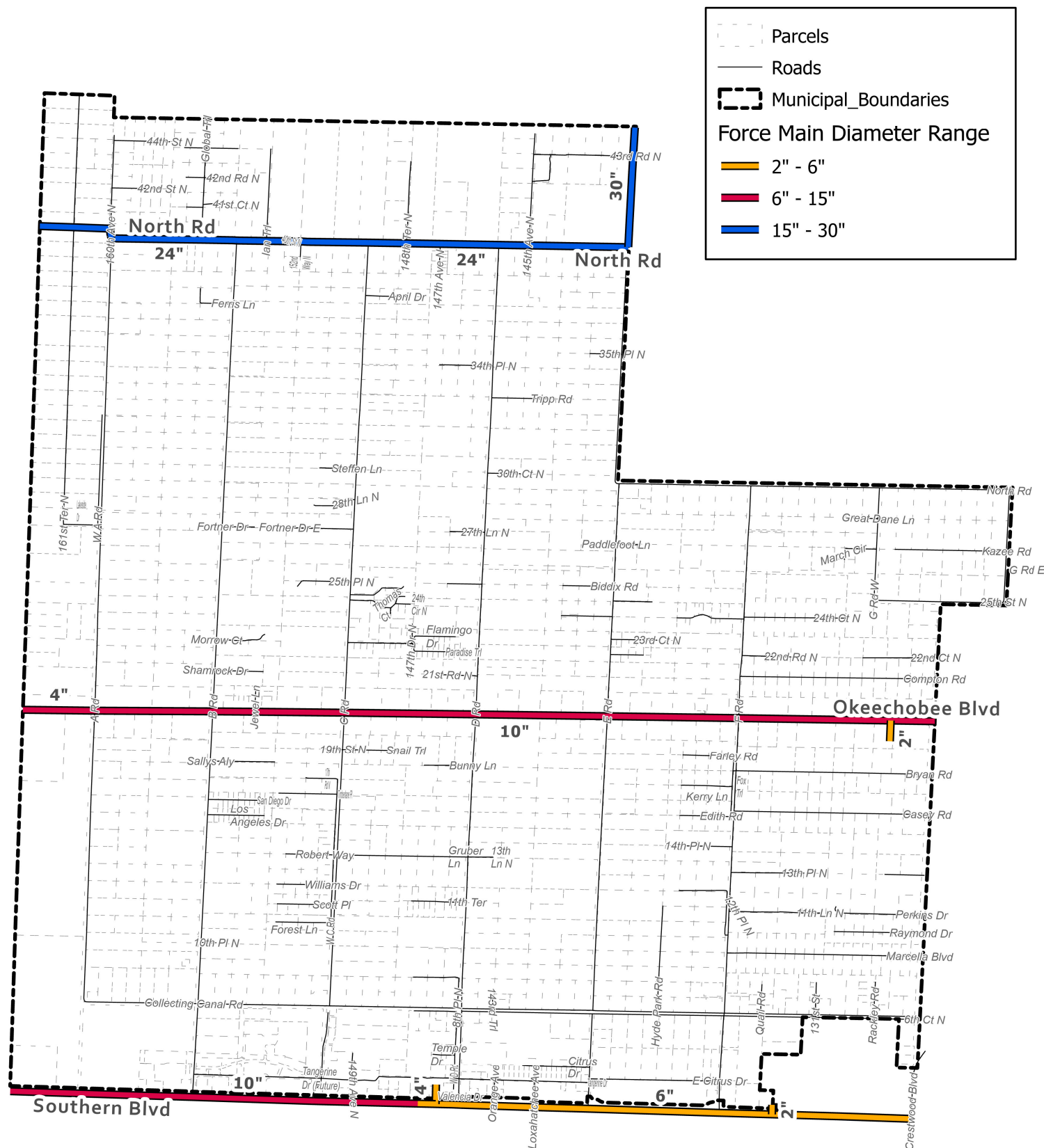
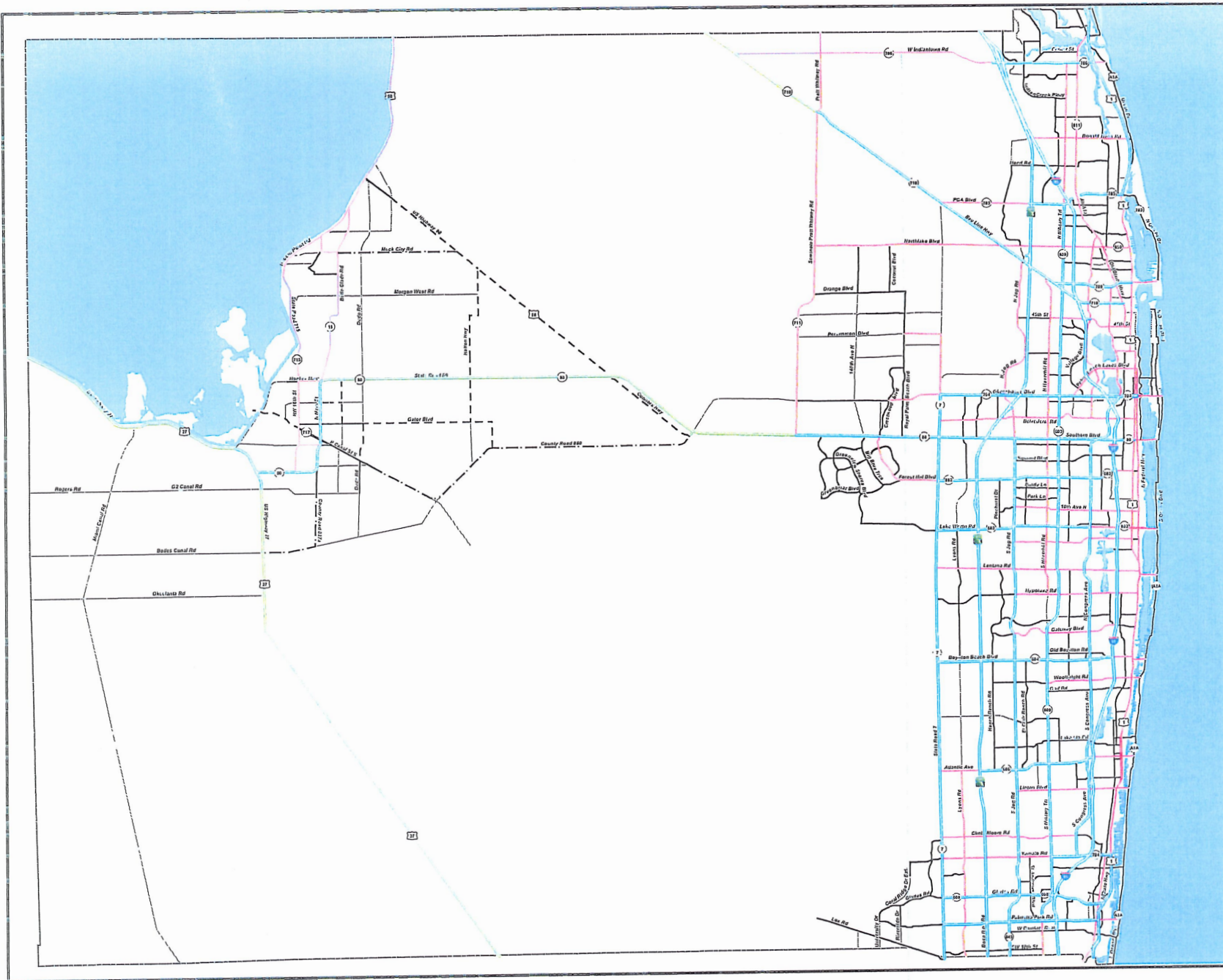


EXHIBIT 5


RURAL COMMUNITY SUPPORT DOCUMENTATION



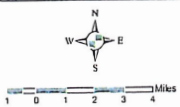
MAP TE 3.1
FUNCTIONAL
CLASSIFICATION OF ROADS

- Urban Principal Arterial (U-PA)
- Rural Principal Arterial (R-PA)
- Urban Minor Arterial (U-MA)
- Rural Minor Arterial (R-MA)
- Urban Collector (U-COLL)
- Rural Major Collector (R-MAJ)
- Rural Minor Collector (R-MIN)
- Undefined

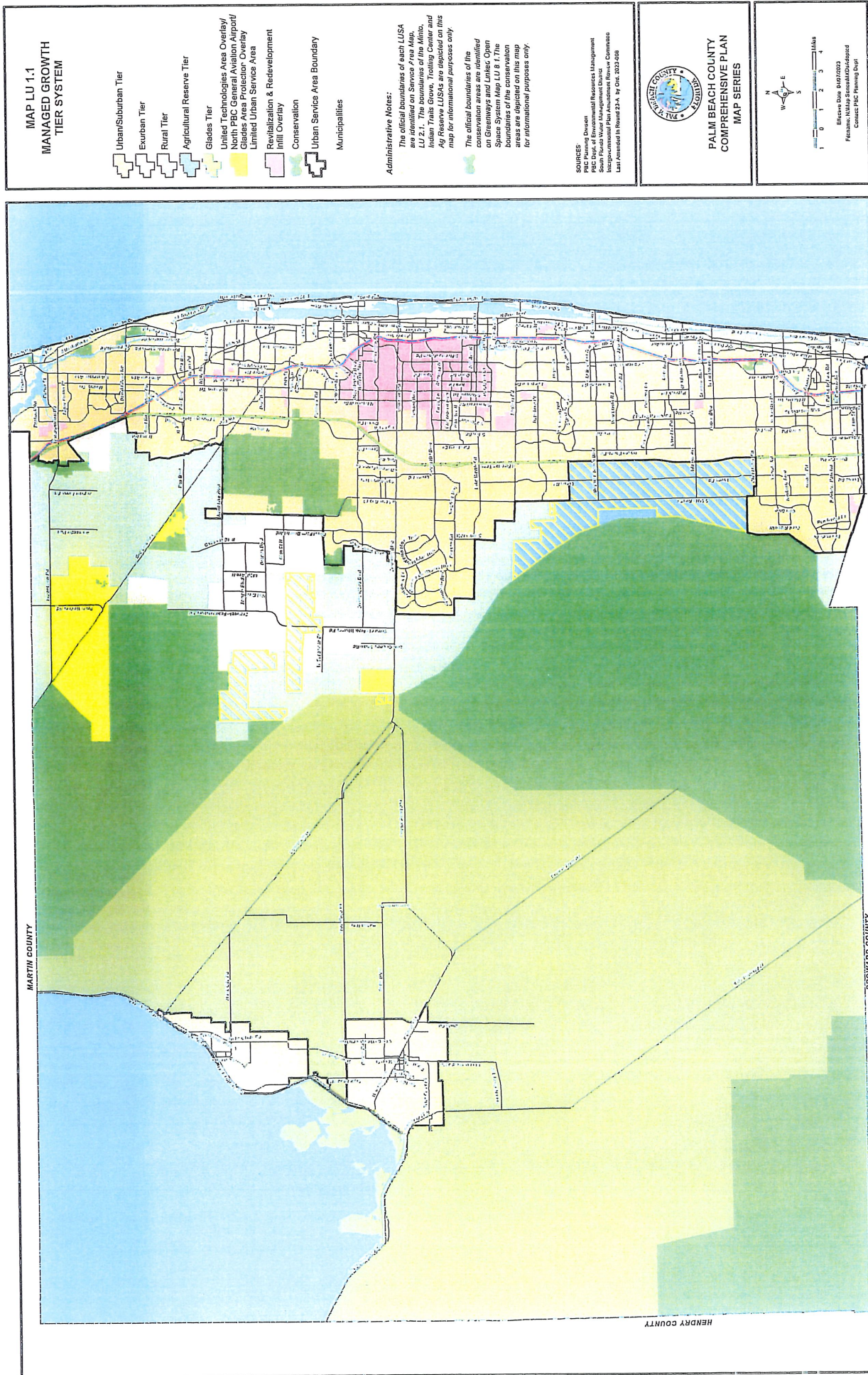
SOURCES
Palm Beach County Planning Division
Engineering & Public Works Dept. Geoprocessing Section
Palm Beach County Metropolitan Planning Organization
Federal Highway Administration "Palm Beach County 2000 - 2010
Federal Functional Classification and Urban Area Boundaries" Map
Last Amended in Round 08-1 by Ord. 2009-029

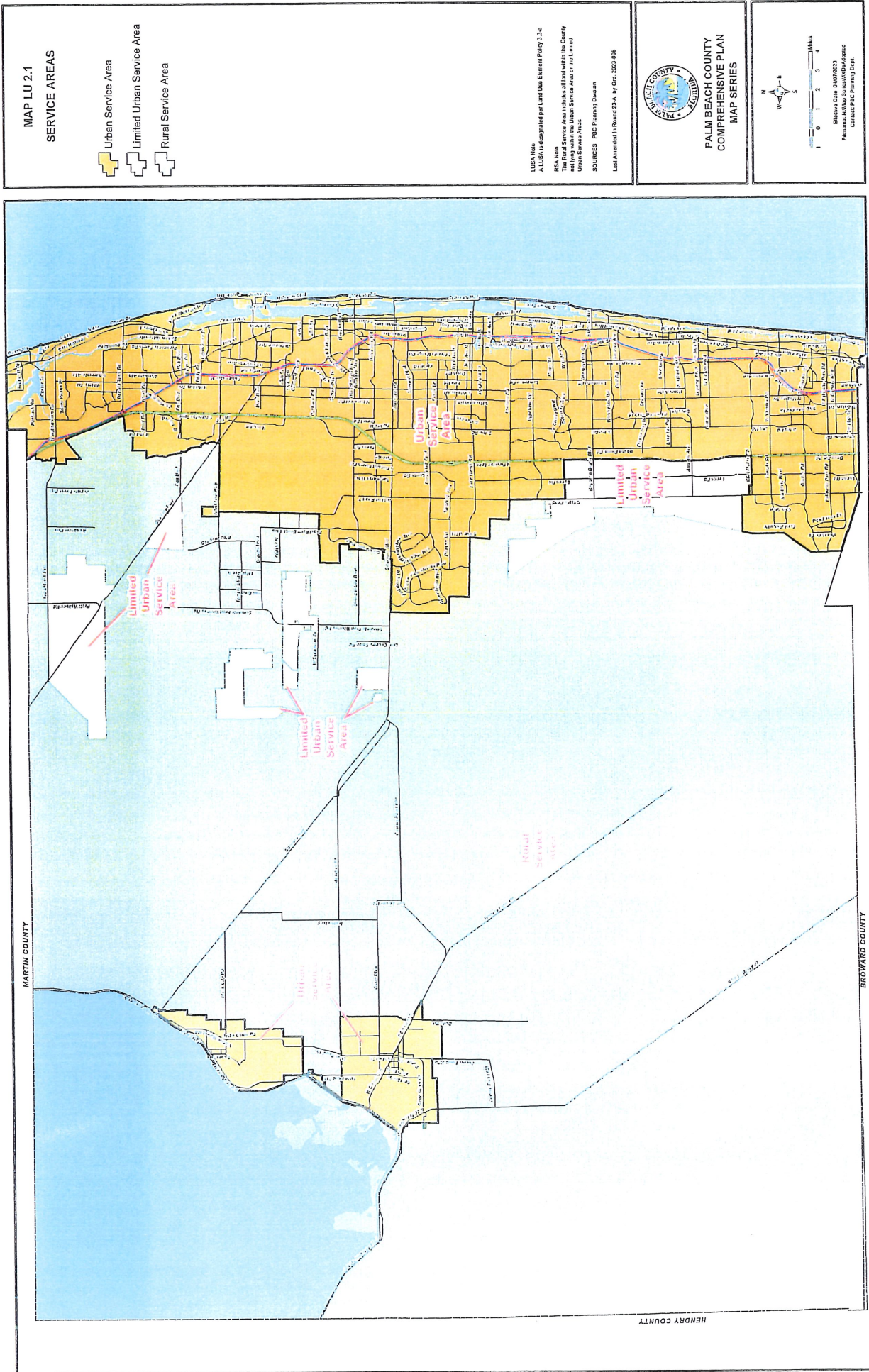


**PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES**



Effective Date: 11/07/2008
Filename: N:\Map Series\MXD\Adopted
Contact: PBC Planning Department







Town of Loxahatchee Groves

155 F Rd. • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax • www.loxahatcheegrovesfl.gov

Joshua Ashkey
Florida Commerce
Division of Community Development
107 East Madison Street
Tallahassee, Florida 32399

Joshua,

I am Writing to express my strong support for the designation of our rural community, The Town of Loxahatchee Groves, as an official rural community. I am confident that this designation will bring much-needed resources and support to our community, and I am excited about the potential benefits it will bring to our residents.

The Town of Loxahatchee Groves has a rich history and a deep sense of pride in our rural way of life. However, like many rural communities across the state, we face unique challenges and opportunities. Our community relies heavily on agriculture, with a plethora of bona fide agricultural and homestead designations. Yet, we recognize the need for investment in our infrastructure and economic development.

Designating The Town of Loxahatchee Groves as a rural community would enable us to access a wide range of federal and state resources that can help address these challenges. These resources could be used to improve our roads, stimulate economic growth, and provide funding for community development projects that will enhance our quality of life and preserve our unique rural character.

I kindly request that you consider our application for rural community designation and support our efforts to improve the lives of our residents. Attached is our narrative of considerations in determining our eligibility. I am available to provide any additional information or assistance that may be needed throughout the application process.

Thank you for your time and consideration. We are excited about the prospect of becoming an official rural community and committed to working diligently to make this designation a reality.

Sincerely,

Francine L. Ramaglia,
Town Manager
Town of Loxahatchee Groves, Florida

October 20, 2023

The Honorable Laura Donowski
Mayor, Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470


Re: Eligibility for Waiver or Reduction of Match Requirements

Dear Mayor Donowski:

The Florida Department of Commerce has reviewed the information submitted on behalf of the Town of Loxahatchee Groves (Town) and has determined that the Town is a "rural community" as that term is defined by Section 288.0656(2)(e)4., Florida Statutes.

If you have any questions or wish to discuss this further, please contact Barbara Powell at (850) 717-8504 or via email at Barbara.Powell@Commerce.fl.gov.

Sincerely,



Meredith Ivey, Deputy Secretary
Division of Community Development

mil/bp

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Mayor and Council Members

FROM: Jim Fleischmann, Town Planning Consultant

VIA: Francine Ramaglia, Town Manager

DATE: July 2, 2024

SUBJECT: Resolution No. 2024-45, Adopting the Data and Analysis supporting the 2024 EAR-based Amendments to the Comprehensive Plan; and

Ordinance No. 2024-01, Adopting the Comprehensive Plan EAR 2024 Goals, Objectives, and Policies.

Background:

Pursuant to Chapter 163, Florida Statutes, the Town has conducted an extensive evaluation and appraisal review (EAR) and update of its Comprehensive Plan. The process started with a content notification letter to the State Land Planning Agency (Florida Department of Economic Opportunity - FDEO) in June of 2021. FDEO acknowledged the Notification in July of 2021.

The Town Council commenced a detailed element-by-element review of the current Comprehensive Plan in December of 2022. Following its 7-month review, the Town's Local Planning Agency (LPA) conducted its required review during September and October of 2023 and recommended approval of the EAR amendments.

The Town Council, at its meeting of February 6, 2024, and following an advertised public hearing on the matter, voted to approve Ordinance 2024-01 on first reading and authorize staff to transmit the proposed amendment to the State Land Planning Agency (Now Florida Department of Commerce - FDC) by a 5-0 vote.

The proposed EAR-based amendments were submitted to the FDC and other required reviewing agencies on February 12, 2024. Although the Town received comments from several agencies, there were no objections to the proposed amendments. The following agencies submitted comments: FDC; Treasure Coast Regional Planning Council (TCRPC); South Florida Water

Management District (SFWMD); Florida Department of Transportation (FDOT) District 4; and the Palm Beach County School District.

A final Council Workshop to discuss the contents of the EAR comprehensive plan amendments document (Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies) was held on June 18, 2024. Minor text amendments by the Council and amendments recommended by review agencies were discussed and included in the final document. In addition, staff revised the supporting data and analysis to include references to the comments submitted by reviewing agencies.

The second public hearing to consider adoption of Ordinance 2024-01 will be held on July 2, 2024.

Resolution 2024-45 to approve the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis document will be considered at the same meeting.

EAR Documents

The following documents are attached for consideration by the Town Council. The documents provide a complete history of the Evaluation and Appraisal Report (EAR) review and Approval Process:

1. Resolution 2024-45, including the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis.
2. Ordinance 2024-01, including the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies.

Council Action

Based on its review, the Town Council may approve, approve with revisions, or deny Resolution 2024-45 and Ordinance 2024-01 on second reading.

Ordinance 2024-01 directs staff to submit the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies, along with the Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis, to all reviewing agencies and to any other unit of local government or state agency that filed a comment in response to the initial transmittal.

Recommendations:

Staff recommends approval of : (1) Resolution 2024-45 ; and (2) Ordinance 2024-01 on second reading.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 GOALS, OBJECTIVES AND POLICIES DOCUMENT, INCLUDING THE FOLLOWING GOALS, OBJECTIVES AND POLICIES AMENDMENTS TO THE LOXAHATCHEE GROVES COMPREHENSIVE PLAN: ADDITION OF INTRODUCTION AND PROPERTY RIGHTS ELEMENTS; DELETION OF THE PUBLIC SCHOOL FACILITIES ELEMENT; AND AMENDMENTS TO THE FUTURE LAND USE, TRANSPORTATION, INFRASTRUCTURE, CONSERVATION, RECREATION AND OPEN SPACE, HOUSING, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS. AMENDMENTS ARE MADE TO INCORPORATE REVISIONS REQUIRED BY THE TOWN'S PERIODIC EVALUATION AND APPRAISAL REPORT; PROVIDING FOR SUBMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to section 163.3167(1), Florida Statutes, the Town has the responsibility to adopt and amend a comprehensive plan; and

WHEREAS, pursuant to section 163.3184(3), Florida Statutes, the Town has adopted and amended a comprehensive plan; and

WHEREAS, section 163.3191(1), Florida Statutes, requires the Town to complete an evaluation and appraisal of the comprehensive plan at least once every seven years to determine if amendments are necessary; and

WHEREAS, on June 18, 2021, the Town submitted the Evaluation and Appraisal Notification letter to the state Land Planning Agency identifying amendments to be incorporated within the Comprehensive Plan; and

WHEREAS, on July 15, 2021, the state Land Planning Agency acknowledged receipt of the Evaluation and Appraisal Notification letter; and

WHEREAS, the subject amendments are based upon the data and analysis report entitled: "Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis"; and

WHEREAS, approval of the subject amendments will update the Town's Comprehensive Plan in compliance with state regulations and the Town's Evaluation and Appraisal Notification

letter; and

WHEREAS, the Local Planning Agency (LPA) conducted a duly advertised public hearing related to the subject amendments to the Town’s Comprehensive Plan; and

WHEREAS, the LPA recommended approval of the proposed amendments, together with additional revisions; and

WHEREAS, on first reading of this Ordinance, the Town Council held a duly advertised, public “transmittal” hearing in accordance with the requirements of section 163.3184, Florida Statutes; and

WHEREAS, on second reading of this Ordinance, the Town Council held a duly advertised, public “adoption” hearing in accordance with the requirements of section 163.3184 Florida Statutes; and

WHEREAS, The Town Council has considered the findings in the staff report dated January 24, 2024 and the recommendations of the LPA and has deemed it to be in the best interest of the residents of the Town of Loxahatchee Groves to adopt the subject amendments to the Loxahatchee Groves Comprehensive Plan.

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

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida, hereby adopts the Comprehensive Plan Amendments, which are attached hereto as Exhibit A “Comprehensive Plan Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies” based upon the report entitled "Comprehensive Plan Evaluation and Appraisal Amendments 2024 Data and Analysis," which has been approved by resolution.

Section 3. Within ten (10) working days of the transmittal hearing, the Town Manager or her designee shall submit the complete proposed Comprehensive Plan Amendments, along with the supporting data and analysis, to all reviewing agencies and to any other unit of local government or state agency that has filed a written request for the same.

Section 4. Within ten (10) working days of the adoption hearing, the Town Manager or her designee shall submit the complete proposed Comprehensive Plan Amendments, along with

the supporting data and analysis, to the state land planning agency and any other agency or local government that provided timely comments after the transmittal hearing.

Section 5. All laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 7. The provisions of this Ordinance shall become effective thirty-one (31) days after the State Land Planning Agency has determined that the amendment package is complete and provided that no challenge petition has been properly filed with the State Division of Administrative Hearings within thirty (30) days of adoption.

[Signatures follow on the next page.]

Councilmember _____ offered the foregoing ordinance on second reading.
 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"/> |
| ROBERT SHORR, COUNCILMEMBER | <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"/> |

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
 LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
 ____ DAY OF _____ 2024.**

**TOWN OF LOXAHATCHEE GROVES,
 FLORIDA**

ATTEST:

 Mayor Anita Kane

 Town Clerk

 Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

 Councilmember Robert Shorr

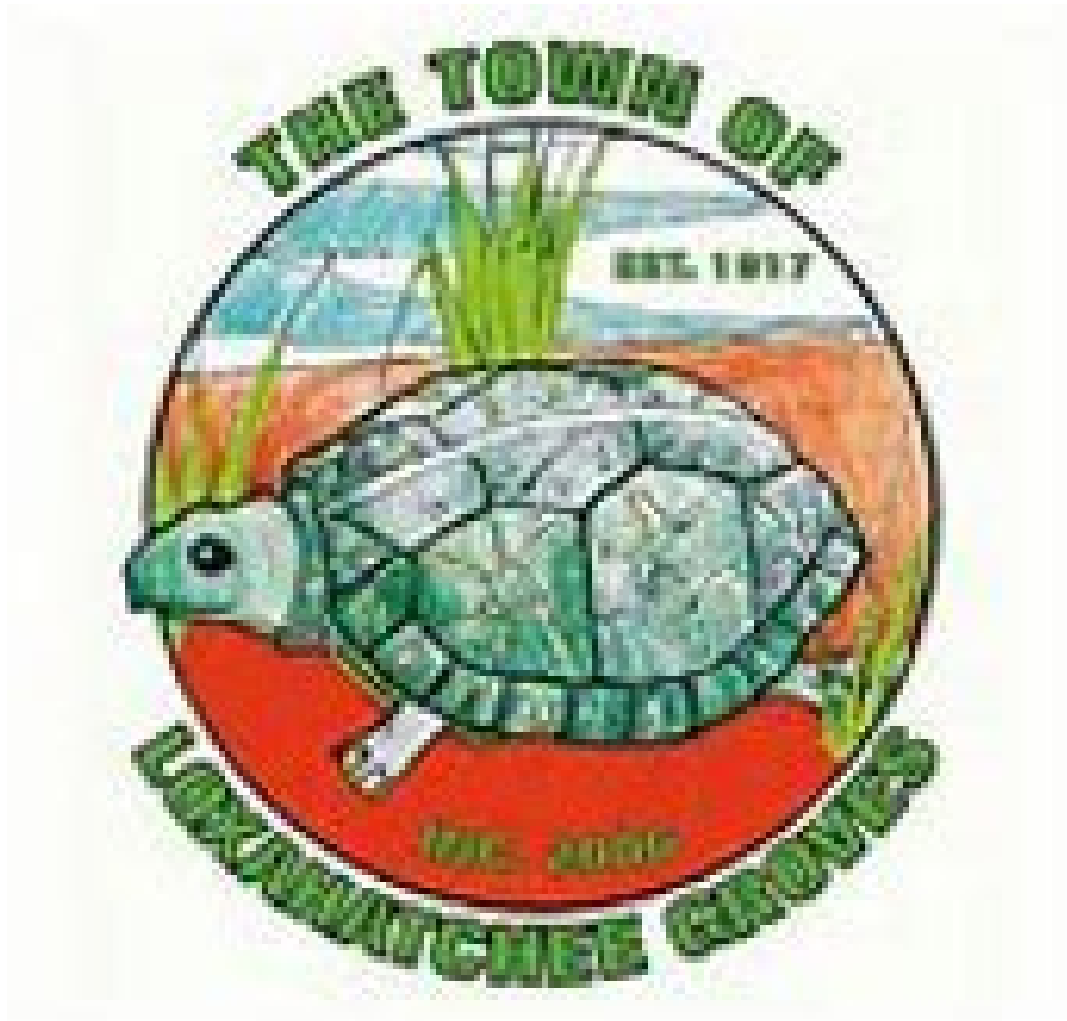
 Office of the Town Attorney

 Councilmember Phillis Maniglia

 Councilmember Laura Danowski

Exhibit A

COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 Goals, Objectives and Policies



Town of Loxahatchee Groves

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INTRODUCTION

(underline areas are additions to the current Comprehensive Plan)

Included within the Evaluation and Appraisal Report update of the Loxahatchee Groves Comprehensive Plan, the Town has opted to adopt a separate Goals, Objectives and Policies document entitled: "Comprehensive Plan Evaluation and Appraisal Amendments 2024 Town of Loxahatchee Groves Comprehensive Plan".

The following 2024 Goals, Objectives and Policies (GOPs) document consists of goals, objectives and policies for each of the Comprehensive Plan Elements extracted from the 2009 Town of Loxahatchee Groves Comprehensive Plan, as amended (2009 Plan), and updated, where necessary, from the results of the 2024 Town of Loxahatchee Groves Evaluation and Appraisal Update. GOP updates to the 2009 Plan included herein, are presented in underline and strikethrough format so that the revisions can be easily tracked. The GOPs are adopted by Ordinance, per Florida Statutes requirements.

GENERAL REQUIREMENTS

Chapter 163.3161-163.3197, Florida Statutes (Community Planning Act) establishes requirements for the format and content of the Comprehensive Plan.

Chapter 163.3164(4), Florida Statutes defines comprehensive plan as "... a plan that meets the requirements of Sections 163.3177 and 163.3178". Section 163.3177 lists required conditions, studies, surveys and elements of the Comprehensive Plan. Further, the following two provisions of Chapter 163, Florida Statutes are emphasized by the State:

1. Loxahatchee Groves is charged with setting levels of service for public facilities in the Comprehensive Plan in accordance with which development must occur and permits will be issued; and
2. Public facilities and services needed to support development in Loxahatchee Groves shall be available concurrent with the impacts of such development.

DATA AND ANALYSIS REQUIREMENTS

All goals, objectives, policies, standards, findings and conclusions within the Town's Comprehensive Plan shall be based upon relevant and appropriate data. The Town is not required to collect original data; however, it is encouraged to utilize any original data necessary to update or refine the Comprehensive Plan data base, as long as methodologies are professionally accepted.

Data used shall be the best available, unless the Town desires original data or special studies. Where data augmentation, updates, special studies or surveys are deemed necessary, appropriate methodologies shall be clearly described or referenced and shall meet professionally accepted standards for such methodologies.

The Comprehensive Plan shall be based on population estimates and projections. Population estimates and projections shall be either those provided by the U.S. Bureau of the Census, the University of Florida Bureau of Economic and Business Research, or those generated by the Palm Beach County Planning Division (Population Model projections), or the Town

PROCEDURAL REQUIREMENTS

The Town's comprehensive plan shall be adopted and amended pursuant to the procedural requirements of Sections 163.3184 and 163.3187, Florida Statutes.

GOALS OBJECTIVES AND POLICIES

The following sections of this document shall comprise the goals, objectives and policies component of the Loxahatchee Groves Comprehensive Plan:

| <u>Element</u> | <u>Chapter</u> |
|--------------------------------|-----------------------|
| Future Land Use | 1 |
| Transportation | 2 |
| Infrastructure | 3 |
| Conservation | 4 |
| Recreation/Open Space | 5 |
| Housing | 6 |
| Intergovernmental Coordination | 7 |
| Capital Improvements | 8 |
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When the Town begins the adoption or amendment process, it is required by State law that appropriate public hearings be held. Procedures presented in Chapter 163, Part II, Florida Statutes are closely followed and adhered to at that time. As particular issues or matters of an expressed community concern arise, the Local Planning Agency (LPA) may hold additional public meetings or hearings, to address such concerns. Copies of public meeting legal notices are published pursuant to Chapter 166.04 (3) (a), Florida Statutes.

The Town shall review, and revise, as required, the Five-Year Schedule of Capital Improvements, pursuant to Objective 8.6 of the Capital Improvements Element each year.

MAPS SHOWING FUTURE CONDITIONS

Maps showing future conditions and/or illustrating Comprehensive Plan directives, as necessary, are included within each Element.

ADOPTION ORDINANCE

The 2024 Town of Loxahatchee Groves Comprehensive Plan Goals, Objectives and Policies document adoption ordinance is included herein by reference. Copies of ordinances and legal notices, published pursuant to Chapter 163, Florida Statutes are on file with the Town Clerk.

SUPPORT DOCUMENTATION

Support documentation that forms the basis for the Comprehensive Plan, as well as future amendments and updates shall be included within each successive amendment and/or EAR-based comprehensive plan update.

PLANNING PERIOD

The Town's comprehensive plan must include a planning period for at least a ten-year period. On this basis, the 2024 – 2035 period is utilized in the 2024 Loxahatchee Groves Comprehensive Plan Goals, Objectives and Policies document.

POPULATION PROJECTIONS

The 2020 Census population of Loxahatchee Groves was established at 3,355 residents. Future Town population generated by the Palm Beach County Planning Division Population Model is projected at 4,322 residents by 2035 and 4,908 residents by 2045.

MONITORING AND EVALUATION

The role of monitoring and evaluation is vital to the effectiveness of any planning program and particularly for the Capital Improvements Element. This is largely because the Town's revenue and expenditure streams are subject to fluctuations every year. In order to maintain the effectiveness and relevance of the Capital Improvements Schedule, the Capital Improvements Element requires a continuous program for monitoring and evaluation.

The annual review will be the responsibility of the Town Council. The Town Manager will serve as principal advisor at all formal deliberations related to capital improvement monitoring and evaluation. The Town Council will direct the Town Manager to take appropriate action based upon its findings.

COMMUNITY CHARACTER GOAL

The community character goal is a vision statement toward which all Comprehensive Plan goals, objectives and policies are directed. Ultimately, the development of plans, enforcement of regulations, and operations of the Town are directed toward this end. The vision for the future of the community is as follows:

Loxahatchee Groves will protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has great respect for lifestyle choices balanced with historical community needs. This is reflected in a cost effective, minimal government structure that strives to protect the environment and our quality of traditional lifestyles.

PREVIOUS COMPREHENSIVE PLAN AMENDMENT ORDIANCES

2012-04

2012-05

2013-08

2014-06

2016-03

2016-08

2016-09

2017-01

2017-02

2018-01

2018-10

FUTURE LAND USE
GOALS, OBJECTIVES AND POLICIES (Rev: Ord. 2012-04; 2012-05; 2014-06; 2016-03;
2016-08; 2016-09; 2017-01; 2017-02; 2018-01)

GOAL I: FUTURE LAND USE

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

~~1.1A Objective~~

~~The Town shall protect its rural character by maintaining Okeechobee Boulevard as a two-lane section.~~

~~1.1A.1 Policy:~~

~~In order to maintain the two-lane section, the Town shall support implementation of the following Okeechobee Boulevard improvements:~~

~~a) Coordinate with Palm Beach County to designate the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Parkway; specifically, expansion to a two-lane divided median enhanced rural parkway with properly spaced left turn lanes.~~

~~b) Traffic calming features, to include but not limited to roundabouts at Folsom Road and the Letter Road intersections with Okeechobee Boulevard.~~

~~c) Implementation and enforcement of reduced speed limits.~~

~~1.1A.2. Policy:~~

~~On an annual basis, work with Palm Beach County to incorporate future roadway improvements that implement the Town's Okeechobee Boulevard planning policy within the Five Year Transportation Improvement Program (TIP). In this regard, the Town Council shall be represented at Metropolitan Planning Organization (MPO) meetings in preparation of the TIP.~~

~~1.1A.3. Policy: (Incorporate within Objective 2~~

~~To provide a center of accessible shopping, recreation, and employment opportunities for Loxahatchee Groves' residents, the Town shall create a rural-style commercial center along the Southern Boulevard corridor~~

1.1B Objective:

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

1.1.B.1 Policy:

Land use shall be determined by a the Future Land Use Map FLUM-1.

- 1.1B.2 Policy:
The Town shall regulate density and intensity of land uses as noted in Table 4-8-FLU-1.
- 1.1B.3 Policy:
The Town shall ensure that future land use designations are compatible with adjacent land uses within and outside of the Town boundary.
- 1.1B.4 Policy:
The Town shall encourage the use of Residential Enterprise and Home Office, as provided in Florida Statutes Section 559.955, approvals as a tool to promote limited economic development while preserving its rural character.
- 1.1B.5 Policy:
Land development regulations will, at a minimum:
- A. Regulate the subdivision of land;
 - B. Regulate the use of land and water consistent with this Comprehensive Plan and ensure the compatibility of adjacent land uses and provide for open space;
 - C. Regulate areas subject to seasonal and periodic flooding and provide for drainage and storm water management;
 - D. Protect potable water wellfields and aquifer recharge areas;
 - E. Regulate the placement, size and design of signs in the ~~zoning code~~ ULDC in order to enhance local businesses and prevent sign pollution;
 - F. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
 - G. Provide that development orders and permits shall not be issued which result in a reduction of the level of services for the affected public facilities below the level of service standards adopted in this Comprehensive Plan;
 - H. Create codes allowing diverse low impact home-based businesses;
 - I. Establish codes to regulate uses that create large scale places of assembly;
 - J. Buffer residential uses from non-residential ~~uses~~ uses and associated impacts using mechanisms to promote and enhance the rural natural environment; and.
 - K. Direct future commercial low and commercial low office development to the Southern Boulevard corridor.
- 1.1B.6 Policy:
In reviewing applications for development permits, the Town shall consider all relevant factors, including but not limited to, consistency and compatibility with the Future Land Use Element of the Comprehensive Plan, together with all other Comprehensive Plan elements. The Town shall also consider

compatibility with adjacent zoning, approved plats and existing land uses, including occupied residential areas.

1.1B.7 Policy:

The Town shall encourage the use of innovative land development regulations that enhance the rural atmosphere, reduce energy usage and reduce greenhouse gas emissions.

1.1B.8 Policy:

The Town will discourage and assess potential for urban sprawl in formal review of development proposals utilizing criteria in ~~Rule 9J-5.006(5)(g), F.A.C.~~ Florida Statutes Section 163.3177(6) (a) 2 h.

1.1B.9 Policy:

The Town shall continue to maintain the rural zoning regulations for areas designated Rural Residential in order to protect and preserve the rural communities of present and future residents of these areas. The regulations shall, at a minimum:

A1. Retain an agricultural/residential zoning category and the agricultural uses, including agritourism uses, permitted by the Town's land development code and Florida Statutes Sections 193.461, 570.85 and 570.87.

B2. Provide for zoning districts, which appropriately accommodate residential ~~and/or agricultural~~ and/or agricultural uses, which are consistent with the Rural Residential Future Land Use designation;

C3. Provide assurances that allowed agricultural uses shall be compatible with a rural residential neighborhood in the land development code;

D4. Guarantee the keeping of livestock;

E5. Maintain specific regulations to restrict the types of non-residential and nonagricultural uses allowed and promote the rural character through design,

~~6. Allow home occupation uses that will not degrade the rural character of the area;~~

F7. Include provisions for legal non-conforming agricultural uses consistent with this Plan, while not violating the Right-to-Farm Act; and,

G8. Include provisions that: encourage maximizing the preservation of open space and protection of native vegetation and tree canopy in front, rear, and side yards; preserve environmental systems; protect wildlife; and retain the rural character.

1.1B.10 Policy:

Define accessory uses while recognizing the protections provided in the Right to Farm Act and minimize adverse impacts on neighboring properties including the use of Best Management Practices where available.

1.1B.11 Policy:

The Town shall ~~investigate~~ coordinate with the Palm Beach County Property Appraiser ~~a special~~ an appropriate tax valuation for properties that have a Conservation land use or easement and when the land is dedicated to natural resource protection, ~~by December 2010.~~

1.1B.12 Policy:

The Town shall regulate in the ~~land development code~~ ULDC accessory dwelling units, which may include and shall not be limited to caretaker quarters, and groom's quarters.

- A. ~~The Town shall allow accessory dwelling units limited to one bedroom and one bathroom.~~
- b. ~~Caretaker quarters shall be allowed on parcels with bona fide agricultural uses.~~
- c. ~~Groom's quarters shall be allowed on parcels where there are equestrian uses.~~

1.1B.13 Policy:

The Town shall base all future land use decisions upon ~~and consistent~~ consistency with the adopted Comprehensive Plan.

1.1B.14 Policy:

Town will continue to adopt and enforce ~~a set of~~ land development regulations that are consistent with and implement the Town's Comprehensive Plan. ~~within one year of adoption of the Comprehensive Plan and submit them to DCA for review.~~

1. 1B.15 Policy:

The Multiple Land Use (MLU) land use designation may be assigned to parcels which are planned to incorporate more than one land use category within a unified plan of development in order to implement Comprehensive Plan directives, including: promotion of sustainable living concepts, preservation of the natural environment, joint traffic impacts assessment; encouragement of alternative transportation modes and economic growth, and mitigation of potential adverse impacts to surrounding areas. In order to be approved by the Town for an MLU designation, a parcel of land shall meet the following criteria:

- A. Minimum Parcel Size: 50 acres;
- B. Road Frontage and Primary Access: A minimum of 1,000 linear feet on an arterial roadway, as defined in Table TRN 1 Local Roads Functional Classification System and illustrated on Map TRN 1 Local Roads Classification Map on Map TRN 2.3 of the Comprehensive Plan;
- C. Maximum Parcel Depth from Road Frontage: 2,000 linear feet;

- D. Mix of Land Uses: Each parcel assigned an MLU land use designation shall contain a combination of three (3) or more land uses from those listed in Table 4-8- FLU-1;
- E. Development Intensity: The maximum aggregate development potential for an MLU-designated parcel shall be determined by multiplying the acreage of each included land use category by its intensity, as defined in Table 4-8, FLU-1 and summing the result. However, based upon the infrastructure impact assessments performed during the approval process, analysis of the surrounding area, or voluntarily by an applicant, development potential may be ~~limited~~ reduced by the Town Council;
- F. Conditions of Approval: Any conditions of approval limiting development intensity of an MLU, or other conditions deemed necessary to implement Comprehensive Plan directives shall be stated in the form of Special Policies under Objective 1.15 of the Future Land Use Element of the Comprehensive Plan; and,
- G. Future Land Use Map: Each parcel of land with an approved MLU land use designation shall be so indicated on the Future Land Use Map, along with notes referring to conditions of approval enacted by special policy under Objective 1.15 of the Future Land Use Element.

1.2 *Objective:*

Development of a rural style commercial center consisting of accessible shopping, recreation, and employment opportunities for Town residents, shall be limited to the Southern Boulevard Corridor.

1.2.1 Policy:

The Town shall limit new commercial development to areas south of East Citrus Road Drive border to border.

1.2.2 Policy: Reserved

~~The Town shall examine a special taxing district for non-residential uses south East Citrus Road East border to border by December 2010.~~

1.2.3 Policy:

The Town ~~shall~~ may endorse a substantial equestrian facility along the Southern Boulevard Corridor.

Table FLU _1-4 Future Land Uses

| <i>Land Use Category</i> | <i><u>Zoning District(s)</u></i> | <i>Density</i> | <i>Intensity (Maximum Floor Area Ratio)</i> | <i>Uses</i> |
|---|--|----------------|---|--|
| <i>RESIDENTIAL</i> | | | | |
| Rural Residential 5 (RR-5) | <u>Agricultural Residential</u> | 1 du/5 acres | 0.15 (non-residential uses only) | Single-family dwelling units and agricultural uses. Agricultural uses shall be compatible with a rural residential neighborhood. |
| <i>COMMERCIAL</i> | | | | |
| Commercial Low Uses (CL) | <u>Commercial Low (CL)</u> | | <u>0.15</u> | A limited range of neighborhood-oriented commercial activities designed primarily to provide services to adjacent residential areas, <u>including limited access self-storage, childcare, and recreational facilities.</u> Limited institutional and public facilities allowed. |
| Commercial Office Uses - Commercial Low (CL-O) | <u>Commercial Low (CL-O)</u> | | 0.20 | Offices for administrative, professional and business purposes; <u>medical and accessory offices; childcare facilities;</u> banking and financial institutions; membership organizations; and, uses that are accessory to the office use including restaurants. Limited institutional and public facilities allowed. |
| <i>INSTITUTIONAL</i> | | | | |

| <i>Land Use Category</i> | <i><u>Zoning District(s)</u></i> | <i>Density</i> | <i>Intensity (Maximum Floor Area Ratio)</i> | <i>Uses</i> |
|---|--|----------------|---|--|
| Institutional and Public Facilities (INST) | <u>Institutional and Public Facilities (INST)</u> | | 0.10 | Uses permitted in the Institutional and Public Facilities future land use designation include a full range of regional and community uses such as educational facilities; childcare facilities and adult day care facilities; congregate living facilities; medical and accessory offices; hospitals, public health clinics, emergency shelters; governmental, religious, cemetery, civic, cultural, judicial. and caretakers' quarters. |
| <i>PARKS AND RECREATION</i> | | | | |
| Parks and Recreation (PARK) | <u>Parks and Recreation (PARK)</u> | | 0.10 | Developed or planned sites owned by a governmental entity that provide the public an opportunity to partake in a variety of recreational activities that may be active, passive, or special in nature in a safe and convenient manner that is compatible with its environs. |
| <i>CONSERVATION</i> | | | | |
| Conservation (CON) | <u>Conservation Sanctuary</u> | | 0.05 | Natural areas for the purpose of conserving or protecting natural resources or environmental quality. These areas may be used for wildlife management, passive recreation, and environmental restoration/ preservation. The Town shall designate lands which contain natural resources that are to be protected, restored, enhanced, and managed, as appropriate, to sustain viable ecosystems and wildlife habitat and natural resources. These natural areas may include site improvements to support uses which are deemed appropriate and consistent with the function of the designated area. |
| <i>MULTIPLE LAND USE</i> | | | | |

| <i>Land Use Category</i> | <i><u>Zoning District(s)</u></i> | <i>Density</i> | <i>Intensity (Maximum Floor Area Ratio)</i> | <i>Uses</i> |
|---------------------------------|---|-----------------------|--|---|
| Multiple Land Use (MLU) | Ref: Policy 1.1B.14 | Ref: Policy 1.1.B.14 | | Parcels planned to incorporate multiple Town land use categories, as defined herein, within a unified development concept. Uses may vary from parcel to parcel, depending upon the approved mix of Town land use categories incorporated therein, consistent with Policy 1.1.14 and site specific policies, per Objective 1.15. |

Notes: 1. The density calculation for a property is based on the property's gross acreage. 2. That portion of a property dedicated for right-of-way in exchange for compensation may not subsequently be included with the parent property or another property for the purpose of a density or intensity calculation.

- 1.2.4 Policy:
The Town shall consider extension of Tangerine Drive from B Road the ~~equivalent of 161st Terrace~~ to E D Road.
- 1.2.5 Policy:
The following uses are prohibited: additional big box; gas station; vehicle/car dealerships; and large industrial complexes.
- 1.2.6 Policy:
The maximum Floor-Area-Ratio of a self-storage facility may be increased above 0.15 provided that parking, loading, landscape, building height, setback and buffer requirements are satisfied.
- 1.3 Objective:
The Town shall strive to encourage a rural community design and look.
- 1.3.1 Policy:
The Town shall adopt ~~an ordinance~~ architectural guidelines for non-residential development that reflects and updates the Rural Vista Guidelines, ~~by January 2010.~~
- 1.4 Objective:
The Town shall effectively manage and monitor development and redevelopment to assure that facilities and services meet adopted levels of service.
- 1.4.1 Policy:
Development orders and permits will be conditioned on the availability of the facilities and services necessary to serve the proposed development.
- 1.4.2 Policy:
Land use regulations shall require that facilities and services meet the established level of service standards and are available concurrent with the impacts of development.
- 1.4.3 Policy:
Providers of public facilities must be able to authorize service to the various land uses at the same time as the land uses are permitted.
- 1.4.4 Policy:
Ensure that new development bears a proportionate fair share of the cost for public facility improvements needed to accommodate the impacts of new development by utilizing a variety of mechanisms to access and collect impact fees, dedications and/or contributions from private development.
- 1.4.5 Policy:
Ensure the availability of suitable land for utility facilities necessary to support proposed developments.
- 1.5 Objective:
The Town shall specify the land use categories in which public schools are an allowable use.

- 1.5.1 Policy:
~~The Town shall allow~~ Future public schools may be allowed as a permitted use subject to special exception approval by the Town Council in the Institutional and Public Facilities (INST) future land use category with a preference for upper grade level schools to be located on Southern Boulevard. In any event, Special Policy 1.15.4 of the Future Land Use Element shall be interpreted as the Palm Beach State College property remaining a lawful use and not transformed to a nonconforming use by virtue of any amendment to the permitted uses in the Rural Residential 5 (RR 5) Land Use Category or the Town's Unified Land Development Code (ULDC).
- 1.5.2 Policy:
 To the extent possible, the Town shall support the collocation of school sites with public facilities such as parks, libraries, and community centers.
- 1.6 *Objective:*
The Town shall maintain an emergency management plan to reduce or eliminate the exposure of human life and public and private property to natural hazards.
- 1.6.1 Policy:
 The Town shall ~~prepare~~ maintain a Comprehensive Emergency Management Plan to ensure that actions needed to protect the public health and safety shall receive first priority in emergency permitting decisions. ~~by March 2009.~~
- 1.6.2 Policy:
 The Town shall coordinate ~~their~~ its Comprehensive Emergency Management Plan with the County Emergency Management Office for compliance with the County Emergency Management Plan.
- 1.6.3 Policy:
 The Town shall ensure level of service standards for public facilities are returned to pre-storm levels as soon as possible after a storm event.
- 1.6.4 Policy:
 The Town shall ~~prepare~~ maintain a post-disaster redevelopment plan. ~~by December 2010.~~
- 1.7 *Objective:*
Provide identification, protection and awareness of historic resources in order to preserve the Town's unique history.
- 1.7.1 Policy:
 The Town of ~~Loxahatchee Groves~~ shall identify opportunities to exhibit Town history in future Town facilities, greenways and ~~equestrian~~ multi-use trails, and within parks located within the Town.
- 1.7.2 Policy:
 The Town shall coordinate historic resource protection activities, procedures and programs with applicable state and federal laws, policies and guidelines.

1.7.3 Policy:

~~The Town shall undertake a survey of historic properties by 2011. At the time of each required Evaluation and Appraisal Report, evaluate the need to designate any housing structures as locally historically significant and in need of special consideration under the provisions and criteria cited in the Standard Housing code.~~

1.8 Objective:

The Town shall monitor and protect natural resources in accord with the goals, objectives and policies in the Conservation Element.

1.8.1 Policy:

The Town shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitats.

1.9 Objective:

Protect the quality and quantity of the Town's potable water supply by limiting activities and land uses within the wellfield areas.

1.9.1 Policy:

New septic tank systems shall meet applicable state standards for permitting.

1.10 Objective:

Minimize flooding problems by coordinating future land uses with topographic, drainage and stormwater management systems and appropriate development codes and regulations.

1.10.1 Policy:

Town development codes shall contain floodplain protection provisions consistent with the criteria and mapping of the Federal Emergency Management Administration.

1.10.2 Policy:

~~Through the land development code, public roads and parking lots shall be designed consistent with the criteria of the Loxahatchee Groves Water Control District and the South Florida Water Management District. Public roads and parking lots shall be designed consistent with the requirements of the ULDC and the South Florida Water Management District.~~

1.10.3 Policy:

New development shall meet the requirements of the ULDC. ~~coordinate with the South Florida Water Management District, the Loxahatchee Groves Water Control District and appropriate agencies in Palm Beach County ("PBC") to provide consistency with water management regulations.~~

1.11 Objective:

The Town shall work towards the elimination of existing land uses which are inconsistent with the Town's development pattern and not compatible with the proposed future land uses.

1.11.1 Policy:

Inconsistent uses are hereby defined as any uses which are located on a site where they would not be permitted by this comprehensive plan.

1.11.2 Policy:

The Town shall adopt and maintain land development regulations which protect the rights of property owners to continue non-conforming uses, but which, at a minimum, provide for the termination of such rights upon the abandonment of a non-conforming use ~~for an extended period of time~~ as specified in the ULDC.

1.11.3 Policy:

Uses that are non-conforming due to density. Existing legally permitted and constructed structures as of the date of adoption of the comprehensive plan may remain. If the legally permitted structure is damaged, or destroyed ~~or redeveloped~~ so as to require substantial improvement, it may be repaired, replaced or restored to the same density, provided that the development is brought into compliance with all other applicable codes and regulations.

1.11.4 Policy:

Owners of non-conforming lots of record that were legally established prior to the date of incorporation may construct one single family home on their lot.

1.11.5 Policy:

The existing naturist recreational vehicle park which includes private club and accessory recreational facilities legally established prior to the date of incorporation may remain.

1.12 *Objective:*

The Town shall consider changes to the future land use plan based upon energy-efficient land use patterns and discouragement of sprawl accounting for existing and future energy electric power generation and transmission systems.

1.12.1 Policy:

The Town shall ensure the Town's comprehensive plan and land development code does not prevent the construction of electric substations within the Town.

1.12.2 Policy:

The land development code shall allow for use of alternate, renewable sources of energy including the use of solar panels.

1.12.3. Policy: Reserved

1.12.4 Policy:

The Town shall continue to allow home based businesses to the extent that impacts are compatible with an agricultural/residential community.

1.12.5 Policy:

The Town will strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution. The Town will promote alternative forms of transportation by solidifying a greenways/~~equestrian~~ multi-use trail plan and

cooperating with PBC for new and improved transit. The Town will also plan internal roadways and cross access between parcels that will allow for more efficient travel.

1.12.6 Policy:

The Town shall ensure development and redevelopment is transit-ready along major transportation corridors.

1.13 *Objective:*

The Town shall implement greenhouse gas reduction strategies.

1.13.1 Policy: Reserved

~~The Town shall educate residents on home energy reduction strategies.~~

1.13.2 Policy: Reserved

~~The Town shall educate residents, business owners and farmworkers on the cost and environmental effects of automobile idling.~~

1.13.3 Policy:

The Town shall encourage and educate the public in the planting and maintenance of trees and provide public education on the placement of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

1.13.4 Policy:

The Town shall continue to reduce the heat island effect by supporting sustainable agricultural uses and practices within the Town such as Department of Agriculture Best Management Practices.

1.13.5 Policy:

The Town shall continue to require open space and pervious surface areas in development and redevelopment.

1.13.6 Policy:

The Town shall ~~amend~~ maintain the land development regulations to that include ~~adopt~~ specific standards and strategies that to address greenhouse gas emissions, energy efficient housing, and overall energy conservation. ~~within one year of adoption of the Comprehensive Plan.~~

1.14 *Objective:*

The Town shall encourage the redevelopment and renewal of blighted areas in order to ensure stability of the community as needed.

1.14.1 Policy:

Establish administrative procedures to require rehabilitation and/or demolition of housing, if necessary, following a natural disaster or if a dwelling unit is damaged by fire beyond repair.

1.14.2 Policy: Reserved

~~At the time of each required Evaluation and Appraisal Report, evaluate the need to designate any housing structures as locally historically significant and in need~~

~~of special consideration under the provisions and criteria cited in the Standard Housing Code.~~

1.15 *Objective:*

Special land use policies may be adopted by ~~Loxahatchee Groves~~ the Town when necessary to address site-specific issues related to implementing the ~~Loxahatchee Groves Comprehensive Plan~~ and its special planning studies.

1.15.1 Special Policy: Reserved

1.15.2 Special Policy:

~~A.(4)~~ Land use and density/intensity of development on the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Map # FLU -1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres/103,000 sq. ft. of retail commercial space; Commercial Low Office - Maximum of 16.0 acres/44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres/Maximum of 128 congregate living beds.

~~B.(2)~~ A 300-foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal.

1.15.3 Special Policy:

Land use and intensity of development on the property delineated "Special Policy 1.15.3" on the Future Land Use Map, Map #FLU -1.10, shall be regulated by the application of the following: (a) The applicant shall record a Deed Restriction which shall provide that the Intensity of development shall not exceed a floor- area- ratio (F.A.R.) of 0.074 in order to accommodate a maximum of 30,000 sq. ft. of commercial low intensity uses; and (b) this restriction shall automatically increase to whatever F.A.R. may be subsequently granted by the Town Council to any other Commercial Low designated property fronting on Okeechobee Boulevard and lying within the Town limits.

~~A.(4)~~. A Conceptual Site Plan reflecting the 0.074 F.A.R. shall be approved as part of the initial rezoning approval. Subject to potential future F.A.R. increases permitted by Special Policy 1.15.3(b), development uses, access and intensity shall be consistent with the Conceptual Site Plan.

~~B.(2)~~. Any increase in development intensity above a 0.074 F.A.R., as permitted in Special Policy 1.15.3(b), shall be processed through the Town's site plan or site plan amendment approval process, as appropriate.

1.15.4 Special Policy:

Development on the Palm Beach State College Property delineated as "Special Policy 1.15.4" on the Future Land Use Map, Map # FLU-1.10, shall be regulated by the following criteria:

~~A.(1) Policy 1.15.4 a:~~ Development of the property shall be governed only by the following regulations:

- ia. SREF- State Requirements for Educational Facilities as adopted in Rule 6A-2.0010;
- iib. Florida Building Code;
- iiie. Florida Fire Prevention Code;
- ivd. South Florida Water Management District; and,
- ve. Loxahatchee Groves Water Control District.

B.(2) Policy 1.15.4 b: A “Master Site Development Plan” providing the following information for the overall site shall be submitted to the Town for approval prior to issuance of the first building permit:

- ia Site Acreage;
- iib. Site boundaries clearly identified, and ties to section corners;
- iiie. Existing and proposed land uses and existing uses on adjacent land;
- ivd. Generalized location of development areas and uses;
- ve. Indication of vehicular connections to public rights-of-way;
- vif. A valid Conceptual Driveway Permit approval from the Florida Department of Transportation issued pursuant to the “State Highway System Access Management Classification System and Standards”, as amended;
- viig. Design Guidelines to be consistent with the intentions of the Town’s Rural Vista Guidelines as can be applied to a college campus;
- viiih. All adjacent public and private rights-of-way and easements, indication of ultimate right-of-way line, centerline, width, pavement width, existing and proposed median cuts and intersections, street light poles and other utility facilities and easements;
- ixi. Indication of existing native vegetation that will be preserved;
- xj. A detail of the proposed buffer for screening along the northern boundary, including addressing removal of invasive vegetation and replanting; and,
- xik. Site Data, including the maximum intensity permitted on site.

C.(3) Policy 1.15.4 c: A copy of the “Campus Master Plan” prepared pursuant to State Requirements for Educational Facilities as adopted in Rule 6A- 2.0010 and all future 5-year updates shall be submitted to the Town of Loxahatchee Groves for informational purposes. The 5 - year updates to the “Campus Master Plan” shall be submitted to the Town of Loxahatchee Groves for informational purposes prior to submission of the Plan to the Department of Education. During the development of the Educational Plant Survey and the Campus Master Plan, the Town shall be given the opportunity to raise any issues or concerns with the Plan for consideration by the College.

1.15.5 Special Policy: Reserved

1.15.6 Special Policy:

The existing veterinary clinic use for the treatment of small and large animals on the property delineated as “Special Policy 1.15.6” on the Future Land Use Map, Map #FLU-1.10, is determined to be legal and conforming to the Loxahatchee Groves Unified Land Development Code (ULDC) and may expand subject to the land development regulations therein, provided that the on-site care and

treatment of Class I and Class II wildlife, as defined in Florida Administrative Code Section 68A-6.002(1), is prohibited.

~~1.15.7 Special Policy:-~~

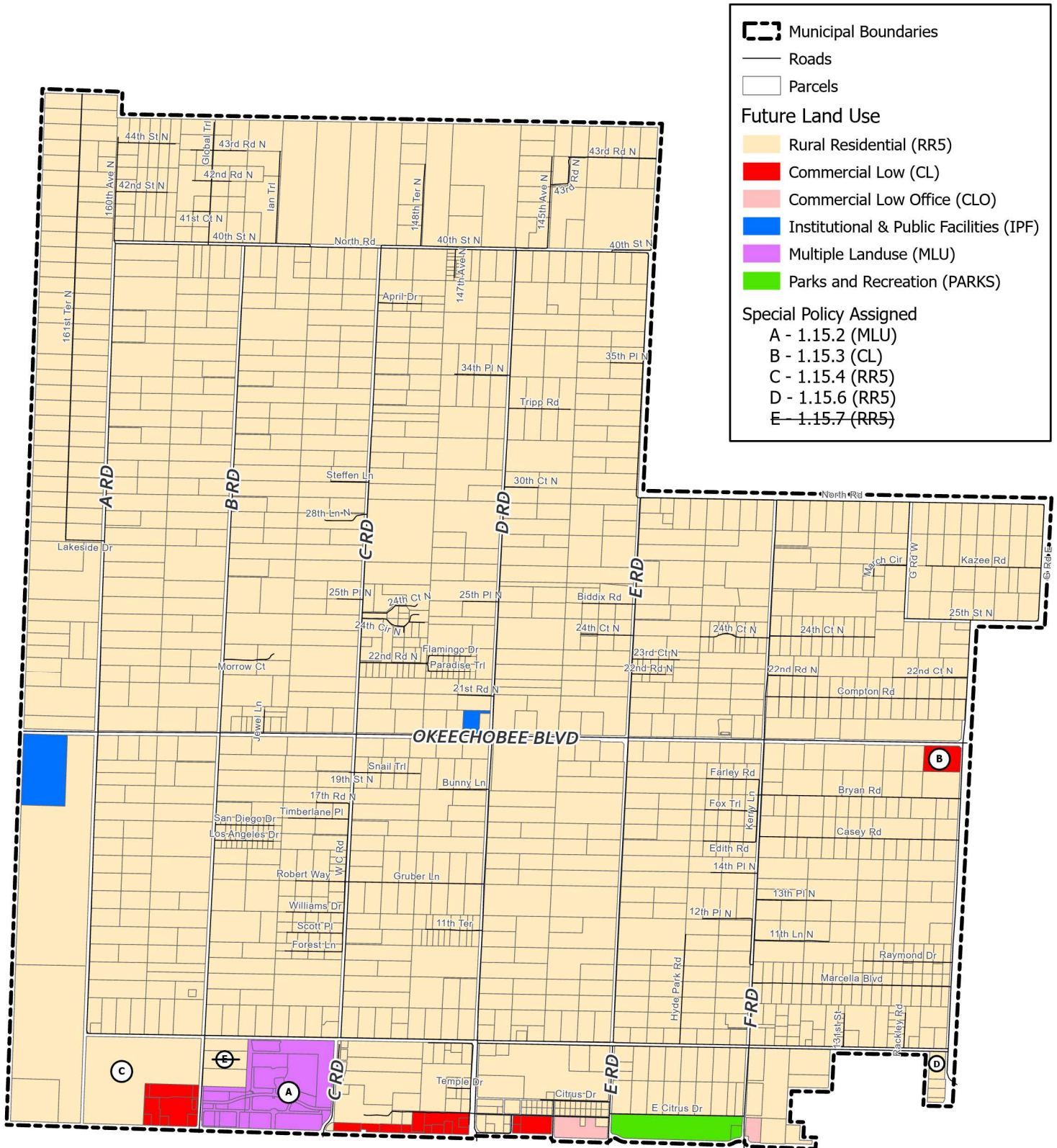
~~Properties within the area defined by the following features, where a planned mixture of non-residential land use designations currently predominates, may apply for a change in land use to a MLU, CL, CLO, INST or CON Future Land Use designation: Collecting Canal (north), Southern Boulevard (south), "C" Road (east), and "B" Road (west).~~

MAP FLU-1-2035 Future Land Use MAP

(Refer to the following page)



2035 Future Land Use Map



TRANSPORTATION ELEMENT

GOALS, OBJECTIVES AND POLICIES (~~Rev: Ord. 2013-08; Ord. 2017-01; Ord. 2018-10~~)

GOAL 2: TRANSPORTATION

The Town of ~~Loxahatchee Groves~~ shall provide, maintain and improve a safe, convenient and energy efficient multi-modal transportation system that is consistent with the Town's growth management principles, specifically the maintenance of its character, and is coordinated with a regional network which balances the needs of all current and future users in a manner to ensure the economic vitality of the Town as a rural residential and agricultural community and the enhancement of the Town's quality of life.

Concurrency Management

2.1 Objective:

The Town shall ensure that adequate public facilities are available concurrent with the impacts of development, and shall monitor impacts resulting from new development.

2.1.1 Policy:

The Town's Major Roads Functional Classification System is illustrated on Map TRN-1. The Town of ~~Loxahatchee Groves~~ shall ~~adopt~~ support the generalized two-way peak hour volumes for Florida's Urbanized Areas for all County urban collector roadways such as Okeechobee Boulevard at the Level of Service (LOS) "D" standard. However, in order to maintain Okeechobee Boulevard as a two-lane section, the Town may pursue a CRALLS (Constrained Roadway Operating At A Lower Level Of Service) designation or alternative roadway classification.

2.1.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall adopt the generalized two-way peak hour volumes at the Level of Service standards established by the Florida Department of Transportation for all roadways on the State Highway System, Florida Intrastate Highway System (FIHS), and/or Strategic Intermodal System (SIS).

2.1.3 Policy:

The transportation network should be kept at the adopted Levels of Service by means of implementation of improvements to correct projected deficiencies. Projects should be listed in the Five-Year Schedule of Capital Improvements.

2.1.4 Policy:

The Town shall coordinate with Palm Beach County ("PBC") and the Florida Department of Transportation to address the deficiencies of roadways, as identified in the existing and future level of service analysis.

2.1.5 Policy:

Prior to the granting of a building permit, an applicant shall obtain transportation concurrency approval from ~~Palm Beach County~~ PBC and the Town. No building permit will be issued unless documentation of the corresponding transportation concurrency approval certificate has been presented.

2.1.6 Policy:

Transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the Town approves a building permit that results in traffic generation.

Intergovernmental Coordination

2.2 *Objective:*

The Town of ~~Loxahatchee Groves~~ shall participate in cooperative intergovernmental plans and programs to improve the safety, efficiency of the transportation system, while protecting the interests of the Town.

2.2.1 Policy:

The Town of ~~Loxahatchee Groves~~ shall coordinate with Palm Tran and the Palm Beach County ~~MPO~~ Transportation Planning Agency to identify programs and policies that will assist in the provision of a convenient, public transit network that will provide both local and regional connections and that will accommodate the physically disabled.

2.2.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall participate in cooperative intergovernmental plans and programs that will improve safety for users of all modes of transportation including pedestrian, bicycle, equestrian, motor vehicle and transit.

2.2.3 Policy: Reserved.

2.2.4 Policy:

The Town of ~~Loxahatchee Groves~~ will coordinate with all affected local governments, special districts, the Florida Department of Transportation, ~~Palm Beach County~~ PBC, Palm Beach County ~~MPO~~ Transportation Planning Agency and other public agencies to provide input and advocate for implementation of the Town's policies regarding future roadway plans for Okeechobee Boulevard, SR-80 and other roadways as necessary. The Town shall accordingly protect rights-

of-way for future roadway projects and shall include right-of-way requirements in the Land Development Regulations.

2.2.5 Policy:

The following shall be Town policies: (1) permanent removal of the “E” Road, 140th Avenue extension; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

2.2.6 Policy:

In order to maintain the two-lane section on Okeechobee Boulevard and protect its rural character, the Town shall support implementation of the following:

A. Designation of the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Minor Collector on the County’s Roadway Classification Map and designed as a Rural Parkway;

B. Traffic calming features to include, but not limited to, roundabouts, traffic signals, and/or stop signs at the Letter Road intersections; and

C. Implementation and enforcement of reduced speed limits.

D. Increase landscaping along and within the right-of-way to enhance rural feel.

2.2.7 Policy:

The Town shall review roadways and intersections with frequent speeding occurrences, operational deficiencies, and/or high crash frequencies. Specifically, the Town shall investigate strategies to coordinate with the Florida Department of Transportation and ~~Palm Beach County~~ PBC to:

A1. Address traffic operational deficiencies at Southern Boulevard intersections; and,

B2. Reduce speeding on Okeechobee Boulevard.

2.2.8 Policy:

On an annual basis, work with PBC to incorporate future roadway improvements that implement the Town’s Okeechobee Boulevard planning ~~policy~~ Policies 2.2.5 and 2.2.6 within the Five-Year Transportation Improvement Program (TIP). In this

regard, the Town Council shall be represented at Transportation Planning Agency meetings in preparation of the TIP.

Greenways and Equestrian Multi-Use Trails

2.3 Objective:

The Town of Loxahatchee Groves shall develop a greenway and equestrian multi-use system to meet the needs and interests of the residents of Loxahatchee Groves. To assist in this effort, the Town may maintain the Roadway Equestrian Trails and Greenways (TAG) ~~(RETAG)~~ Advisory Committee, created by Town Resolution 2011-05.

2.3.1 Policy:

The Town shall create a map of existing equestrian ~~riding~~ and multi-use trails.

2.3.2 Policy:

The Town shall work toward establishing equestrian multi-use trails and greenways within the existing canal maintenance easements on all Letter Roads. In addition, the Town shall identify new connections to existing trails, which if acquired would greatly enhance pedestrian, bicycle, or equestrian circulation throughout the Town.

2.3.3 Policy:

A plan for a cohesive internal trail system with connections to neighboring communities may be completed, ~~under the direction of the Roadway, Equestrian Trails and Greenways (RETAG) (TAG) Committee.~~

2.3.4 : ~~Policy: Reserved~~

~~Annually, the RETAG MU-TAG Committee shall assess whether the greenway and equestrian trail system is sufficient for the needs of the residents. As part of its annual assessment, RETAG MU-TAG shall recommend projects to be included in the Five Year Schedule of Improvements.~~

2.3.5 Policy:

The greenway and equestrian multi-use trails system, wherever feasible, shall provide connectivity among ~~connections between~~ residential properties ~~homes~~, parks, recreational facilities, open spaces, and commercial facilities throughout the Town.

2.3.6 Policy:

All vehicular parking for ~~land uses~~ properties which are adjacent to the greenway and equestrian multi-use trail system should provide the parking on a side away from the trail.

2.3.7 Policy:

The Town, ~~in cooperation with LGWCD and the RETAG~~, shall develop minimum design standards for greenway and equestrian multi-use trails for inclusion in its Land Development Regulations. ~~The Town shall coordinate the application of its minimum design standards with the LGWCD whenever a proposed greenway or equestrian trail falls within an LGWCD right-of-way. Further, the RETAG shall work cooperatively with the Loxahatchee Groves Water Control District to develop trail design documents.~~

2.3.8 Policy: Reserve

~~The greenway and equestrian multi-use trail system shall be maintained and improved to be consistent with the Town's minimum design standards.~~

2.3.9 Policy:

The Town ~~shall~~ may use landscaping and signs to visually identify crossings and trail access points. ~~Safe and controlled crossings shall be provided.~~

2.3.10 Policy:

The Town may encourage and accept additional ~~shall ensure sufficient right-of-way and easements is preserved~~ to construct and maintain the multi-use trails.

2.3.11 Policy:

The Town shall coordinate the provision of greenway and equestrian multi-use trail connections among adjoining or abutting properties during the site plan review process.

2.4 Objective:

~~The Town of Loxahatchee Groves'~~ greenway and equestrian multi-use trail system shall be financially feasible.

2.4.1 Policy: Reserved

~~The Town shall determine which trails should be considered for public ownership.~~

2.4.2 Policy:

The Town shall explore the possibility of obtaining grants, gifts, contributions, funding assistance, and other financial resources for the development of equestrian riding multi-use trails.

2.4.3 Policy:

The Town should pursue joint efforts with all affected local governments, special districts, and other public agencies with respect to the acquisition, development and maintenance of multi-use trails as a means for reducing costs and pooling resources.

2.4.4 Policy:

The following ~~equestrian~~ multi-use trails and greenways projects shall be pursued by the Town until such time that a plan pursuant to Policy 2-3.3 is completed:

- A. North-South Town-wide trail connectivity along all Letter Roads by pursuing trail crossings of Okeechobee Boulevard and Collecting Canal at these intersections;
- B. East-West Town-wide trail connectivity ~~along easements along the south side of Collecting Canal and 6th Court North, North Road, and Okeechobee Boulevard;~~
- C. ~~Multi-use Equestrian~~ trail/greenway easements within future non-residential developments along Southern Boulevard ~~Equestrian Trail easements~~ to provide connectivity between Loxahatchee Groves Park and the existing trail on F Road; and,
- D. Additional projects as deemed appropriate by the Town Council, as the opportunity arises.

2.4.5 Policy:

The Town will encourage the safe and orderly connection of multi-use trails to paved road segments.

Land Use/Transportation Coordination

2.5 *Objective:*

The Town shall coordinate the transportation system with the future land use map and ensure land uses are consistent with transportation modes and services proposed to serve those areas.

2.5.1 Policy:

The Town shall encourage connectivity ~~among~~ within all new development and redevelopment projects so as to minimize impacts on the roadway network.

2.5.2 Policy: Reserved

~~The Town shall collocate where possible primary civic facilities, thereby reducing the number of vehicle trips.~~

2.5.3 Policy:

The Town shall coordinate the transportation system with land uses through implementation of, but not limited to, the following programs, activities or actions:

- A1. Transportation facilities and services shall be planned and located in a manner which minimizes the potential impacts on adjacent land uses with consideration given specially to existing residential areas;
- ~~2. Intermodal facilities shall be located so as to maximize the efficiency of the transportation system; and,~~

~~3. All opportunities to provide adequate bus shelters will be explored~~

Right-of-Way Protection

2.6 *Objective:*

The Town of Loxahatchee Groves shall ensure that future development does not encroach upon existing rights of-way.

2.6.1 *Policy:*

The Town shall ensure that future development does not encroach upon existing rights-of-way.

2.6.2 *Policy:*

Future right-of-way requirements for State and County roads, illustrated on Map TRN 1 Major Roads Functional Classification Map, shall be established in conformance with ~~Palm Beach County PBC~~ Standards to meet future needs, while maintaining the rural character of the Town.

2.6.3 *Policy:*

The Town shall continue to obtain additional survey data on the Town roads as the basis for implementing future road improvements.

Safety, Maintenance and Improvement of Local Roadways

2.7 *Objective:*

The Town shall maintain a safe local roadway network.

2.7.1 *Policy:*

For the purpose of allocating public maintenance and capital improvements projects funds, the Town's local roads shall be classified as follows: in Table TRN 1 Local Roads Functional Classification System and illustrated on Map TRN 2 Local Roads Classification Map.

~~1. Category 1— Surfaced local public roads under the jurisdiction of the Town.~~

~~1. A. Paved local public roads;~~

~~1. B. OGEM surfaced local public roads;~~

~~2. Category 2— Unsurfaced local public roads;~~

~~2. A. Loxahatchee Groves Water Control District roads;~~

~~2. B. Town of Loxahatchee Groves roads;~~

~~3. Category 3— Private local roads (public access); and~~

~~4. Category 4— Private local roads (no public access).~~

2.7.2 *Policy:*

The Town shall continue to encourage joint use of driveways and cross access agreements among adjoining property owners to allow circulation between sites and reduce the number of vehicular trips along roadways.

2.7.3 Policy:

The Town shall ensure that proper traffic signage is provided on local roads including speed limit, warning, guide, and street name signs.

2.7.4 Policy:

The Town shall investigate and implement strategies with all affected governments, special districts, and other public agencies, ~~including the LGWCD,~~ to discourage cut-through traffic on local roads throughout the Town.

Table TRN 1
Local Roads Functional Classification System

| <u>Road Classification</u> | <u>Function</u> | <u>Design Objective</u> |
|----------------------------|---|--|
| <u>Service Level 1</u> | <u>Principal public access from Town properties to both Okeechobee Boulevard and Southern Boulevard</u> | <u>Improved or unimproved, as determined by the Town</u> |
| <u>Service Level 2</u> | <u>Public access from Town properties to Okeechobee Boulevard or Southern Blvd.</u> | <u>Improved or unimproved, as determined by the Town</u> |
| <u>Service Level 3</u> | <u>Connector public access between two or more Service Level 1 Roads or Service Level 2 Roads</u> | <u>Improved or unimproved determined by Town and abutting owners</u> |
| <u>Service Level 4</u> | <u>Non-through public direct access to Town properties</u> | <u>Improvement can be requested by abutting owners and approved by Town.</u> |
| <u>Service Level 5</u> | <u>Non-through private direct access to Town properties</u> | <u>Improvements may be made by abutting owners</u> |

~~Source: Town of Loxahatchee Groves Roadway Equestrian Trail and Greenways Advisory Committee; 2019.~~

2.7.5 Policy: Reserved

2.7.6 Policy: Reserved

~~Implement Town Okeechobee Boulevard policies stated in Objective 1.1A of the Future Land Use Element.~~

2.7.7 Policy:

The Town shall coordinate with law enforcement agencies to reduce crashes and enforce traffic codes and regulations.

2.7.8 Policy:

The Town shall utilize and update the current Road, Greenway, and Roadways Equestrian multi-use Trails and Greenways Plan to guide future roadway and equestrian multi-use trails maintenance and safety improvements.

2.7.9 Policy:

Town of Loxahatchee Groves Comprehensive Plan
EAR Based Amendments 2024

Transportation Element
2-8

The Town will strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution. ~~The Town will promote~~ by promoting alternative forms of transportation by ~~solidifying a greenways/equestrian trail plan and cooperating with Palm Beach County PBC for new and improved transit. The Town will also plan internal roadways and cross access between parcels that will allow for more efficient travel.~~

2.7.10 Policy: Reserved

~~The Town shall continue to coordinate with LGWCD for proper maintenance of the roadways.~~

2.7.11 Policy:

The following general roadway programs, determined to be necessary for attaining or maintaining desired service levels, shall be pursued by the Town. Specific projects shall be included as part of the annual review and update of the Five-Year Schedule of Capital Improvements:

A1. Intersection control improvements at Okeechobee Boulevard and the Southern Boulevard intersections with "B," "D" and "F" Roads;

B2. Installation of ~~OCEM~~ surface treatment and/or pavement at appropriate locations on the Town roads;

C3. Installation of ~~OCEM~~ surface treatment on non Town roads provided that public right-of-way dedications from all affected property owners are procured; and,

D4. Construction of new Town local roads, reconstruction or resurfacing of existing paved Town local roads, or paving or surfacing of existing graded Town local roads.

2.7.12 Policy:

Service Level 4 and Service Level 5 roads, including private access easements, shall not provide access to, and egress from the Town from areas outside of its corporate limits.

Transit

2.8 *Objective:*

The Town of ~~Loxahatchee Groves~~ shall support and coordinate with ~~Palm Beach County PBC~~ to provide safe, efficient, and convenient accessibility and availability to transit for all users.

2.8.1 Policy:

The Town shall coordinate with Palm Tran and the ~~MPO~~ Transportation Planning Agency to provide convenient service and access to intermodal terminals and facilities, including Palm Beach International Airport and other generators and attractors.

2.8.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall coordinate with Palm Tran, and the ~~MPO~~ Transportation Planning Agency to identify programs and policies that will assist in the provision of a convenient, public transit network that will provide both local and regional connections and that will accommodate the physically disabled.

2.8.3 Policy:

Require all applicants for site plan approval of all non-residential development on a property fronting Southern Boulevard to ~~conform~~ comply with the need for a Bus Stop Boarding and Alighting Area (BSBAA), as determined by Palm Tran.

Greenhouse Gas Reduction

2.9 Objective:

The Town of ~~Loxahatchee Groves~~ shall support and coordinate with Palm Beach County to reduce greenhouse gas emission by promoting alternative modes of transportation.

2.9.1 Policy:

The Town will strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution. The Town will promote alternative forms of transportation by solidifying a ~~greenways/equestrian~~ multi-use trails and greenways plan and cooperating with Palm Beach County for new and improved transit. ~~The Town will also plan internal roadways and cross access between parcels that will allow for more efficient travel.~~

2.9.2 Policy:

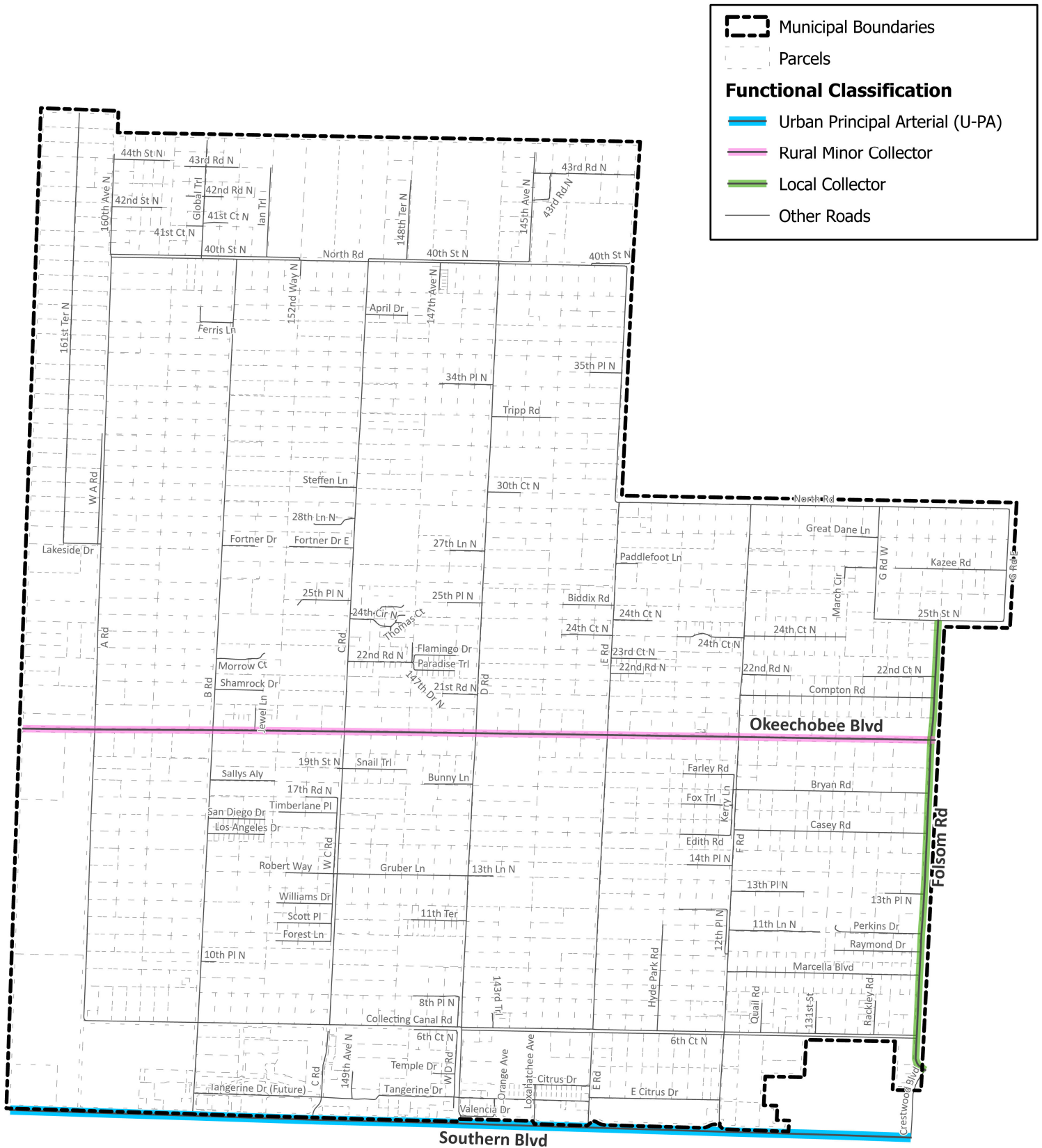
The Town shall ensure redevelopment is transit-ready along major transportation corridors.

MAP TRN-1-Major Roads Functional Classification System
(Refer to the following page)



MAP TRN-1 - Major Roads Functional Classification Map

Item 18.

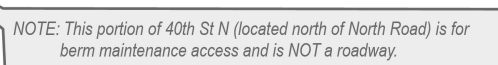


MAP TRN-2-Local Roads Classification System
(Refer to the following page)



MAP TRN-2 - Local Roads Classification Map

Item 18.



INFRASTRUCTURE

GOALS, OBJECTIVES AND POLICIES ~~(Rev: Ord. 2013-08)~~

GOAL 3: INFRASTRUCTURE

Ensure the provision of high quality, healthful, effective, reliable, efficient, environmentally sound and necessary services for coordinated sanitary sewer, solid waste, drainage, potable water and natural ground water aquifer recharge to town residents and visitors.

DRAINAGE GOAL 3A: DRAINAGE

Provide high quality, healthful, effective, reliable, efficient, environmentally sound and necessary services for coordinated drainage.

3A.4 3.1 Objective:

To optimize the utilization of water resources through provision of stormwater management ~~in urban areas~~ for the Town which reduces damage and inconvenience from flooding, promotes aquifer recharge, minimizes degradation of water quality in surface and groundwater and protects the functions of wetlands ~~in urban areas~~.

~~3A.1.1~~ 3.1.1 Policy:

Storm water management facilities shall be designed in accordance with South Florida Water Management District (SFWMD) criteria ~~and, when applicable, with Loxahatchee Groves Water Control District (LGWCD) criteria.~~

~~3A.1.2~~ 3.1.2 Policy:

The Town of Loxahatchee Groves shall implement adopt in the Unified Land Development code maintain land development regulations which implement the minimum design criteria for stormwater management, ~~as shown below, as the level of service standard to be used as the basis to assess adequacy of service. and concurrency during the development review process.:~~

- ~~a. Minimum roadway and parking lot elevations; shall be at least at the highest elevation that may occur at the peak of the 10-year one-day storm event;~~
- ~~b. Minimum site perimeter elevations shall be at least the 25-year 3-day stage. Site runoff up to such stage level may not overflow into any adjacent property, unless a permanent drainage easement is obtained;~~
- ~~c. Dry or wet retention/detention, stage versus storage, stage versus discharge and flood routing calculations for the 10-year, one-day, 25-year, 3-day and 100-year, 3-day storm events for the site shall be submitted with the site development plans;~~
- ~~d. 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 SFWMD methodology, whichever is greater;~~

~~e. Off-site discharge shall be limited to pre-development runoff based on the 25-year 3-day storm event calculated by SFWMD methods;~~

~~f. All roof runoff shall be detained on site;~~

~~g. Storm sewers shall be designed to convey the 5 year, 1-day storm event;~~

~~h. Prior to discharge to surface or groundwater, BMP's of SFWMD shall be used to reduce pollutant loading from storm water runoff from non-agricultural uses; and,~~

~~i. Prior to discharge to surface or groundwater, BMPs of the DEP and USDA shall be used to reduce pollutant loading from storm water runoff from agricultural uses.~~

~~3A.1.3~~ 3.1.3 Policy:

The Town shall ~~support the LGWCD in considering~~ consider the impact of the construction and operation of stormwater management facilities and support services on adjacent natural resources in accordance with SFWMD regulations during the installation of new stormwater management facilities and the expansion of, or increase in capacity of stormwater management facilities.

~~3A.1.4~~ 3.1.4 Policy:

Coordinate with the SFWMD ~~and the LGWCD~~ to implement applicable portions of the SFWMD regional water resource projects, which intend to reduce losses of excess stormwater to tide, recharge the Surficial aquifer and Water Preserve Areas or provide additional storage surface waters.

~~3A.1.5~~ 3.1.5 Policy:

The Town shall ~~support the LGWCD in addressing~~ address stormwater management issues on a watershed (basin) basis in accordance with SFWMD permits as a means of providing cost effective water quality and water quantity solutions to specific watershed problems.

~~3A.1.6~~ 3.1.6 Policy:

The Town shall ~~support the LGWCD in managing~~ manage the construction and operation of its facilities through the Floodplain Development Application (FDA) approval process which dam, divert or otherwise alter the flow of surface waters to minimize damage from flooding, soil erosion or excessive drainage.

~~3A.1.7~~ 3.1.7 Policy:

The Town shall support the SFWMD in maintaining and protect ground water recharge of the Surficial Aquifer system so as to maintain all of the functions of the Aquifer, including the reduction of saltwater intrusion. ~~LGWCD capital~~

Capital projects shall be incorporated within the Town's ~~Five Year Schedule of Capital Improvements~~ Plan on an annual basis.

~~3A.1.8~~ 3.1.8 Policy:

The Town shall ~~support the LGWCD in requiring~~ require that new drainage facilities shall be designed to provide pollution control sufficient to meet criteria of all local, state and federal regulatory requirements, including but not limited to the following when applicable:

- a. Retention of stormwater;
- b. Flow of stormwater over grassed and vegetated areas;
- c. Sumps;
- d. Grease separation baffles;
- e. Mosquito control; and,
- f. Infiltration and percolation prior to overflow or outfall discharge.

~~3A.1.9~~ 3.1.9 Policy:

Use Best Management Practices (BMPs) in accordance with its regulations and those of the ~~South Florida Water Management District~~ SFWMD and the Florida Department of Environmental Protection.

~~3A.1.10~~ 3.1.10 Policy:

The Town shall support the Lower East Coast Regional Water Supply Plan and operating procedures to increase recharge water to the Surficial Aquifer.

~~3A.1.11~~ 3.1.11 Policy:

Utilize, preserve, restore and enhance natural water bodies and functions by encouraging non-structural and structural erosion control devices and discourage the canalization, installation of ~~seawalls~~ retaining walls or other alteration of natural rivers, streams and lakes.

~~3A.1.12~~ 3.1.12 Policy:

Protect the water storage and water quality enhancement functions of wetlands, floodplains and aquifer recharge areas through acquisition, enforcement of rules and the application of land and water management practices which provide for compatible uses.

~~3A.1.13~~ 3.1.13 Policy:

Coordinate with the ~~LGWCD~~, Palm Beach County ("PBC") and SFWMD to protect aquifers from depletion through water conservation and preservation of the functions of high recharge areas including but not limited to the water conservation areas and water preserve areas.

~~3A.1.14~~ 3.1.14 Policy:

The Town of ~~Loxahatchee Groves~~ shall investigate the need to acquire a National Pollution Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) and the implementation of the permit conditions including monitoring of outfalls and improving stormwater management practices. ~~By December 2009.~~

~~3A.1.15. Policy:~~

~~The Town of Loxahatchee Groves shall investigate the creation of grading and drainage standards for residential properties.~~

~~NATURAL GROUNDWATER AQUIFER RECHARGE~~**~~GOAL 3B: NATURAL GROUNDWATER AQUIFER RECHARGE~~**

Provide natural ground water aquifer recharge meeting all applicable federal, state and local water quality standards and does not compromise the sustainability of the town's water resources to supply water in the future.

~~3B.1.3.2 Objective:~~

Conserve and protect potable water resources with primary focus on the Surficial Aquifer by optimizing the utilization of water resources through effective water management practices.

~~3B.1.4 3.2.1 Policy:~~

~~The Town shall enforce the landscape regulations which shall address the SFWMD's xeriscape guidelines require quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.~~

~~3B.1.2 3.2.2 Policy:~~

~~The Town shall protect groundwater quality by continuing to implement support the County's Wellfield Protection Ordinance, which regulates the storage, handling, usage, disposal or production of hazardous materials and solid waste within designated zones of influence as identified in the Code. Further, the Town shall begin to evaluate best management practices to implement the National Pollution Discharge Elimination System (NPDES).~~

~~3B.1.3 3.2.3 Policy:~~

~~The Town shall support Palm Beach County PBC to implement a year-round public information and education program promoting water conservation.~~

~~3B.1.4 3.2.4 Policy:~~

~~The Town shall support PBCWUD PBC to continue to implement a leak detection program to reduce the amount of unaccounted-for water loss within its utility systems.~~

~~3B.1.5 3.2.5 Policy:~~

~~The Town shall coordinate with the LGWCD SFWMD in the maintenance of sufficient water levels in the canals system for fire protection purposes, by exploring partnering with Palm Beach County in its investigation of storm water reservoirs.~~

~~3B.1.6 3.2.6 Policy:~~

~~The Town shall support the LGWCD in its efforts to maintain sufficient water~~

levels in the canals in its interaction with SFWMD.

3B.2 3.3 Objective:

Potable water facilities shall be designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features and not exacerbate saltwater intrusion.

3B2.1 3.3.1 Policy:

The design for the construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels, ~~and exacerbation of saltwater intrusion~~. The design shall also consider whether or not the construction, operation and maintenance will significantly harm the aquifer system. Adverse impacts of construction, operation, and maintenance shall be avoided or at least minimized.

3B2.2 3.3.2 Policy:

In order to protect and conserve the Surficial Aquifer, ~~Palm Beach County PBC Water Utilities~~ and the Town shall investigate utilization of alternate potable water sources to supplement and broaden its future water supply sources. These potential sources could include the Floridan Aquifer, desalinization, capture and storage of excess storm water currently lost to tide and other technologies which may be addressed in the SFWMD's Lower East Coast Regional Water Supply Plan.

POTABLE WATER GOAL 3C: POTABLE WATER

Provide commercial and residential potable water supply system which provides an adequate supply of water meeting all applicable federal, state and local water quality standards.

3C.1 3.4 Objective:

The Town shall support PBC Water Utilities (PBCWUD) to identify and, where feasible, correct existing potable water facilities' deficiencies as necessary.

3C.1.1 3.4.1 Policy:

The Town shall assist the County ~~with capacity surpluses and deficiencies for the long-term planning horizon and any other relevant issues.~~ in planning for the Town's potable water supply needs by participating in the preparation of periodic Water Supply Facilities Plan updates.

3C.1.2-3.4.2 Policy

The Town shall continue to participate in the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement as a means to provide potable water supply service to Town residents.

~~3C-2~~ 3.5 Objective:

Potable water facilities, currently depicted on MAP INF-1, shall be provided to meet the Town's short-term and long-term future needs. Long-term needs shall be addressed in the 10-Year Water Supply Facilities Work Plan updates.

~~3C-2.1~~ 3.5.1 Policy:

The level of service (LOS) standard for potable water facilities shall be the Florida Department of Environmental Protection Permitted Capacity of the County facility that serves the Town. The LOS standard for water treatment plants planning shall be measured by ~~maximum~~ average daily flow. The level of service (LOS) standard for potable water facilities provided by ~~PBCWUD~~ in the current 10-year Water Supply Facilities work Plan is ~~426~~ 111 GPD per capita.

~~3C-2.2~~ 3.5.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall require in the land development regulations that applicants for development permits utilize existing potable water facilities if lines are available as defined by Chapters 62-550, 62- 555, and 62-560, Florida Administrative Code (FAC).

~~3C-2.3~~ 3.5.3 Policy:

~~The Town shall support the planning~~ Planning for additional capacity and/or a reduction in per capita demand ~~shall be include~~ to be included in the 10-Year Water Supply Facilities Work Plan. ~~As required in Chapter 163 of Florida Statutes to increase the coordination of local land use and future water supply planning.~~

~~3C-2.4~~ 3.5.4 Policy:

An assessment of the impacts of the construction and operation of new or expansion of existing water treatment plants and support services on adjacent natural resources shall be prepared ~~during site review by PBC~~ during preparation of its 10-Year Water Supply Facilities Work Plan. ~~when considering the siting of new water treatment plants and the expansion of, or increase in capacity of, water treatment plants.~~

~~3C-2.5~~ 3.5.5 Policy: Reserved

~~The Town shall assist the County with the Retail Service Water and Wastewater Master Plan Update, and support the County to re-examine the feasibility of amending the potable water facilities LOS standard. The LOS standards that may be considered include treatment plant peak daily demand capacity, water storage capacity, and water pressure for distribution facilities.~~

~~3C-2.6~~ 3.5.6 Policy:

In order to protect and conserve the Surficial Aquifer, the Town shall cooperate with ~~Palm Beach County~~ PBC to continue to investigate utilization of alternate water sources to supplement and broaden the

county's future water supply sources as described in the 10-Year Water Supply Facilities Work Plan. These potential sources could include the increased use of reclaimed wastewater, improved methods of conservation, Aquifer Storage and Recovery (ASR), improved operations to increase stormwater reuse and aquifer recharge by improvements to the secondary canal infrastructure, and other technologies which may be addressed in the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District (SFWMD).

~~3C.2.7~~ 3.5.7 Policy: Reserved

~~The Town shall support and encourage maximizing the use of existing potable water facilities and reducing redundant facilities.~~

~~3C.2.8~~ 3.5.8 Policy:

The Town shall support and promote the implementation of an integrated geographic information system in order to make available standardized land use and potable water supply facilities information for local and regional planning.

~~3C.3~~ 3.6 Objective:

Maximize the use of existing potable water facilities and encourage responsible growth patterns.

~~3C.3.1~~ 3.6.1 Policy:

The Town of ~~Loxahatchee Groves~~ shall require in the land development regulations that applicants for commercial development permits adjacent to existing facilities enter into an agreement to tie-in to existing facilities or construct improvements to the utility provider's potable water system necessitated by the proposed development when adequate facilities, based on the adopted level of service standard, are not available and no fiscally feasible plan to construct or expand said facilities is proposed.

~~3C.3.2~~ 3.6.2 Policy: Reserved

~~The Town shall recommend the denial of future land use map amendments where densities or intensities are increased if:~~

- ~~1. Potable water facilities are not available and a consumptive use permit for the Florida Department of Environmental Protection Permitted capacity from the South Florida Water Management District (SFWMD) has not been issued; and,~~
- ~~2. Plans to extend potable water facilities so that they become available are not included within a financially feasible capital improvements program and/or there is not a reasonable expectation that the consumptive use permit will be issued.~~

~~3C.3.3~~ 3.6.3 Policy:

As an alternative to new potable water facility construction, The Town shall cooperate with ~~Palm Beach County~~ PBC to identify opportunities to increase the efficiency and optimize the use of existing facilities.

~~3C.3.4~~ 3.6.4 Policy: Reserved

~~The Town shall support Palm Beach County's effort to encourage the use of coordinated regulatory and programmatic approaches and financial incentives to promote responsible growth patterns.~~

~~3C.3.5~~ 3.6.5 Policy:

The Town shall ensure adequate water supplies are available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent.

~~3C.3.6~~ 3.6.6 Policy:

The Town shall coordinate with the South Florida Water Management District to continue to protect ground and surface waters through its permitting of water withdrawals for irrigation and human consumption.

~~SANITARY SEWER GOAL 3D:~~ SANITARY SEWER

Provide residents with a cost effective, equitable and adequate sanitary sewer facilities meeting applicable federal, state, and local design standards and effluent water quality standards.

~~3D.1~~ 3.7 Objective:

The Town shall cooperate with PBCWUD to identify and, where feasible, correct existing PBCWUD sanitary sewer facility deficiencies in the Town.

~~3D.1.1~~ 3.7.1 Policy:

In the absence of legal constraints on the use of revenues, the Town shall cooperate with PBCWUD to maintain system improvements identified in the Capital Improvements ~~Element~~ update to alleviate public sanitary sewer systems deficiencies within the Town.

~~3D.1.2~~ 3.7.2 Policy:

The Town shall assist PBCWUD to develop and maintain an inventory of all its sanitary sewer facilities serving residents, customers, and large users in the Town.

~~3D.2~~ 3.8 Objective:

Sanitary Sewer facilities, currently depicted on MAP INF-2, shall be provided to meet the short-term and long-term future needs. Long-term future needs shall be coordinated through the land development and review process.

~~3D.2.1~~ 3.8.1 Policy:

The level of service (LOS) standard for sanitary sewer facilities shall be the Florida Department of Environmental Protection Permitted Capacity of the

facility. The LOS standard for wastewater treatment plants shall be measured by average daily flow.

~~3D.2.2~~ 3.8.2 Policy:

The Town and PBCWUD shall use PBCWUD standards for sewage generation rates to assess the adequacy of service and concurrency for potential retail customers. The LOS for PBCWUD is 100 GPD per capita.

~~3D.2.3~~ 3.8.3 Policy:

The Town shall require in the land development regulations that applicants for development permits utilize existing sanitary sewer facilities if lines are available as defined by Chapter 10D-6, Standards for Onsite Sewage Treatment and Disposal Systems, Florida Administrative Code (FAC), pursuant to Section 381.0065, Onsite sewage disposal systems; installation; conditions, Florida Statutes.

~~3D.2.4~~ 3.8.4 Policy:

Local government entities shall require customers with private septic tanks to connect to public gravity sanitary sewer collection systems within 365 days of written notice that the service is available, as required by F.S. 381.00655.

~~3D.2.5~~ 3.8.5 Policy: Reserved

~~The Town shall encourage maximizing the use of existing sanitary sewer activities and reducing redundant facilities.~~

~~3D.2.6~~ 3.8.6 Policy:

The Town of ~~Loxahatchee Groves~~ shall support the implementation of an integrated geographic information system in order to make available standardized land use and sanitary sewer facilities information for local and regional planning.

~~3D.2.7~~ 3.8.7 Policy:

The Town of ~~Loxahatchee Groves~~ shall support and provide information as necessary to Palm Beach County Water Utilities for the update of their required planning processes.

~~3D.3~~ 3.9 Objective:

Maximize the use of existing sanitary sewer facilities.

~~3D.3.1~~ 3.9.1 Policy:

The Town shall require in the land development regulations that applicants for development permits within the County's utility service area ~~districts~~ enter into an agreement to tie-in to existing facilities or construct improvements to the County's sanitary sewer system necessitated by the proposed development when adequate facilities, based on adopted level of service

standard, are not available and no fiscally feasible plan to construct or expand said facilities is proposed.

~~3D.3.2~~ 3.9.2 Policy:

The Town shall continue to investigate the provision of sanitary sewer services through ~~agreements with a franchisee.~~ the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement.

~~3D.3.3~~ 3.9.3 Policy:

The Town shall recommend the denial of future land use map amendments where densities or intensities are increased if:

- A4. Sanitary sewer and permitted effluent disposal facilities are not available; and
- B2. Where plans to extend such facilities so that they become available are not included within a financially feasible capital improvements program.

~~3D.3.4~~ 3.9.4 Policy:

As an alternative to new sanitary sewer facility construction, the Town shall identify opportunities to increase efficiency and optimize the use of existing sanitary sewer facilities.

~~3D.3.5~~ 3.9.5 Policy: Reserved

~~The Town shall encourage the use of coordinated regulatory and programmatic approaches and financial incentives to promote efficient growth patterns.~~

~~3D.4~~ 3.10 Objective:

Sanitary sewer facilities shall be designed, constructed, maintained, and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus offsetting demands on the Surficial Aquifer.

~~3D.4.1~~ 3.10.1 Policy:

The Town shall ~~encourage~~ support the use of reclaimed water as an integral part of ~~it's~~ the County's wastewater management program, where economically, environmentally, and technically feasible.

~~3D.4.2~~ 3.10.2 Policy:

The Town shall ~~encourage~~ support increased wastewater reuse from the East Central Regional Water Reclamation Facility (ECRWF), where feasible.

~~3D.4.3~~ 3.10.3 Policy: Reserved

~~The Town shall continue public education efforts on the reuse of reclaimed water, encouraging the reuse of water of an appropriate quality level for the purpose intended.~~

~~3D-5~~ 3.11 Objective:

Sanitary sewer facilities shall be designed, constructed, maintained and operated in a manner that protects the functions and quality of ground and surface waters, natural groundwater recharge areas and natural drainage features.

~~3D-5.1~~ 3.11.1 Policy:

The Town shall support the effort of the Palm Beach County Health Department, Florida Department of Health to reduce potential groundwater pollution sources.

~~3D-5.2~~ 3.11.2 Policy:

The Town shall support the effort of ~~Palm Beach County~~ PBC to prohibit direct wastewater effluent discharges to surface and ground waters within Zone 1 and Zone 2 of wellfield zones of influence as designated on the Wellfield Protection Maps.

~~3D-5.3~~ 3.11.3 Policy:

The Town shall coordinate with the Palm Beach County Health Department to continue to protect ground and surface waters from pollution through permitting of septic tanks, collection and transmission systems.

~~SANITARY SEWER GOAL 3E:~~ SOLID WASTE

Provide a cost effective and equitable solid waste disposal system which emphasizes resource recovery and meets all federal, state, and local environmental quality standards.

~~3E.1~~ 3.12 Objective:

Solid waste management facilities shall be provided to meet the Town's short-term and long-term future needs.

~~3E.1.1~~ 3.12.1 Policy:

The Town of ~~Loxahatchee Groves~~ shall require in the land development regulations that applicants for development permits demonstrate adequacy of solid waste disposal sites or facilities prior to occupancy.

~~3E.1.2~~ 3.12.2 Policy:

The Town shall support and provide information as necessary to SWA to design for additional capacity.

~~3E.1.3~~ 3.12.3 Policy:

The Town shall provide data to SWA to determine the impact of solid waste management facilities and support services on adjacent natural resources.

~~3E.1.4~~ 3.12.4 Policy:

~~Palm Beach County~~ PBC shall provide for the periodic update of the Integrated Solid Waste Management Plan in order to assure that solid waste management facilities are available to meet future needs.

~~3E.2~~ 3.13 Objective:

The Town shall support ~~Palm Beach County~~ PBC conserving its existing solid waste Disposal facilities.

~~3E.2.1~~ 3.13.1 Policy:

Reduce the solid waste stream 30 percent as required by state law, so as to conserve existing solid waste facilities by encouraging recycling.

~~3E.2.2~~ 3.13.2 Policy:

The Town shall cooperate with ~~Palm Beach County~~ PBC to further preserve landfill space, examine the need for a comprehensive countywide yard waste program and establish clear policies regarding the construction and debris waste stream.

~~3E.2.3~~ 3.13.3 Policy:

The Town shall cooperate with ~~Palm Beach County~~ PBC to strive toward a reduction in the amount of paper through greater reliance upon the electronic media.

~~3E.4~~ 3.14 Objective:

Protect the functions of the groundwater aquifer recharge areas and other natural resources from improper disposal of solid waste.

~~3E.4.1~~ 3.14.1 Policy:

The Town shall cooperate with the SWA to monitor groundwater at SWA-managed landfills.

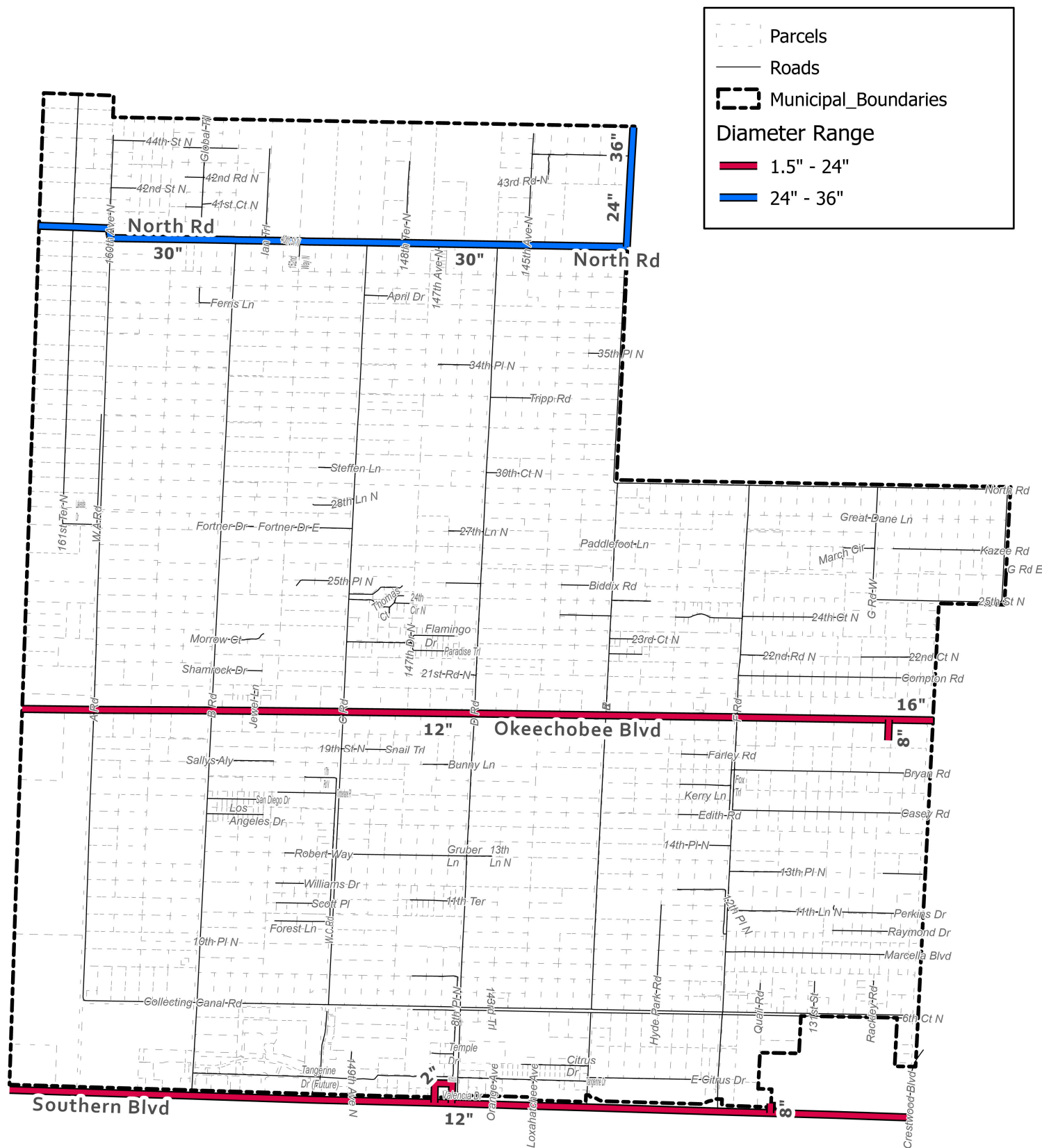
~~3E.4.2~~ 3.14.2 Policy:

Solid waste management facilities shall be designed, constructed, operated and maintained so as not to exceed established water quality standards.

3.14.3 Policy: (moved from Conservation Policy 4.3.3)

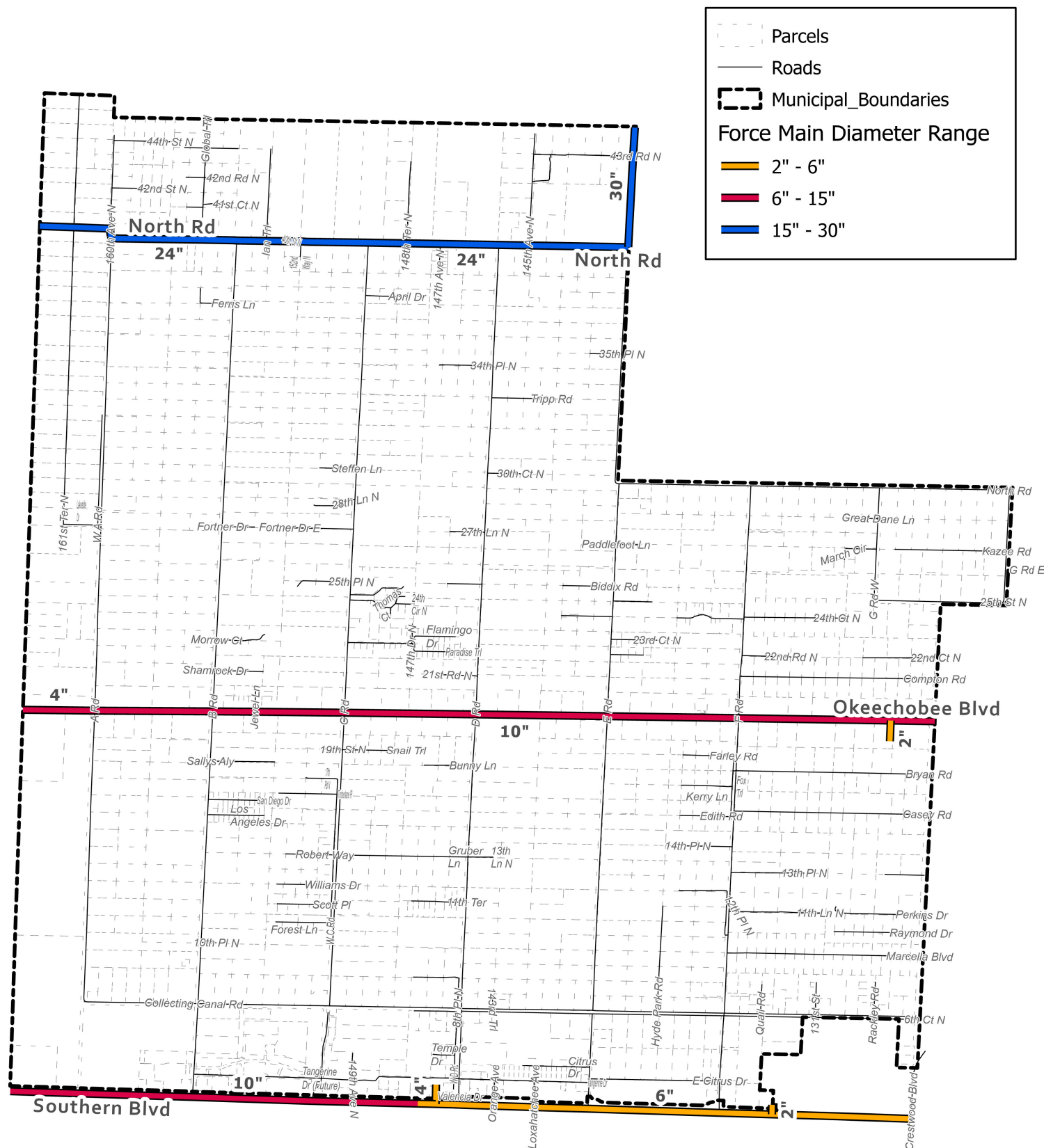
The Town shall cooperate with appropriate public agencies to assure that solid and hazardous wastes generated within the Town are properly managed to protect the environment. The Town shall report any solid or hazardous waste violation they may become aware of to the appropriate jurisdictional agency.

MAP INF-1-WATER MAINS
(Refer to the following page)



MAP INF-2-SEWER MAINS

(Refer to the following page)



CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 4: CONSERVATION

To conserve, manage, appropriately use and protect the natural resources of the Town ensuring continued resource availability and environmental quality.

- 4.1 *Objective:*
Maintain the best possible air quality, meeting or exceeding state and federal air quality standards.
- 4.1.1 Policy:
The Town shall support the enforcement of applicable standards for air quality to control significant emissions of air pollutants in order to maintain and improve the existing air quality.
- 4.1.2 Policy:
Through the site plan approval process, the Town shall ensure appropriate measures are taken to contain and stabilize exposed or destabilized soil surfaces at construction sites to prevent erosion and the degradation of ambient air quality through the generation of dust particles.
- 4.1.3 Policy:
The Town shall continue to coordinate, as appropriate, with Palm Beach County ("PBC") and the Division of Forestry (Open Burning Controls) to maintain and improve air quality.
- 4.1.4 Policy:
The Town shall promote the development of multi-use trails and increasing the efficiency of the roadways through the Town to promote energy conservation and the reduction in greenhouse gas emissions.
- ~~4.1.5 Policy:
Educate the public through a public awareness campaign to limit idling of automobiles and trucks.~~
- 4.2 *Objective:*
Conserve, appropriately use and protect the quality and quantity of current and projected water sources and appropriately regulate the Town's stormwater run-off and other water sources and waters that flow into estuarine waters or oceanic waters.

- 4.2.1 Policy:
The Town shall cooperate with local, regional, state and federal agencies for the management of fresh water resources to maintain adequate fresh water supplies.
- 4.2.2 Policy:
The Town shall cooperate with ~~Palm Beach County~~ PBC and the South Florida Water Management District for the implementation of water demand management policies and programs.
- 4.2.3 Policy:
The Town shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service, and that, at a minimum, meet the state water quality standards.
- 4.2.4 Policy:
The Town shall cooperate with the South Florida Water Management District and ~~Palm Beach County~~ PBC to conserve water resources in emergencies and during declared water shortages.
- 4.2.5 Policy:
Activities and land uses known to adversely affect the quality and quantity of identified water sources and within natural groundwater recharge areas shall be regulated to protect the quality and quantity of this water source.
- 4.2.6 Policy: Reserved
~~The Town shall participate in the development of the Regional Water Supply Plan in conjunction with the South Florida Water Management District.~~
- 4.2.7 Policy:
For site plan approval, the Town shall require that surface water management systems be designed and operated consistent with the Town's adopted drainage level of service.
- 4.2.8 Policy:
The Town shall provide for open space as a part of the requirements for all development and redevelopment to promote shallow water aquifer recharge and stormwater filtration.
- 4.2.9 Policy:
The Town shall work towards the further education of the public regarding various methods of water conservation at the household and small business level. In this regard, the Town shall procure publications from the South Florida Water Management District for distribution to residents and posting on the Town's website.

4.2.10 Policy:

The Town shall encourage the utilization of the Best Management Practices developed by the Florida Department of Agriculture to promote the protection of water, quality. The Town shall provide, as available, education material on the Best Management Practices.

4.2.11 Policy:

The Town shall coordinate and cooperate with the South Florida Water Management District and the U.S. Army corps of Engineers on the development and implementation of the Comprehensive Everglades Restoration Program, and similar projects designed to protect the natural ecosystems of ~~Palm Beach County~~ PBC and south Florida, including Lake Okeechobee.

4.2.12 Policy:

The Town ~~shall coordinate with~~ operating as the Loxahatchee Groves Water Control District shall maintain canals in the Town and relating to the maintenance and insure water quality therein ~~of the canals in the Town.~~

4.3 Objective:

Assure that generation, storage, transport and disposal of wastes in the Town is managed with the best existing available technology to protect environmental quality.

4.3.1 Policy:

The Town shall provide environmental pollution prevention and education materials obtained from state agencies on the Town's website and shall assist property owners in the identification of available clean-up programs and agencies.

4.3.2 Policy:

New septic tank systems shall meet applicable state standards for permitting.

4.3.3 Policy: Reserved (Moved to Infrastructure Policy E.4.3)

~~The Town shall cooperate with appropriate public agencies to assure that solid and hazardous wastes generated within the Town are properly managed to protect the environment. The Town shall report any solid or hazardous waste violation they may become aware of to the appropriate jurisdictional agency.~~

4.3.4 Policy:

The Town shall coordinate with ~~Palm Beach County~~ PBC and the state to encourage the development of effective strategies to improve the area-wide Solid Waste Management Program to include more innovative solid and hazardous waste management technologies to save energy, produce renewable energy and effectively manage solid and hazardous waste.

4.3.5 Policy:

The Town shall work closely with the Palm Beach County Solid Waste Authority to ensure ~~small-quantity~~ hazardous waste generators dispose of wastes properly as required by the County Solid Waste Authority.

4.3.6 Policy:

The Town shall assist the Palm Beach County Solid Waste Authority in implementing programs for the proper storage, collection, recycling and disposal of hazardous waste.

4.3.7 Policy:

The Town shall adopt land development regulations to require producers of hazardous waste to coordinate with the Palm Beach County Public Health Unit and/or the Solid Waste Authority at the time of ~~occupational-license~~ Business Tax Receipt (BTR) issuance and renewal.

4.3.8 Policy:

The Town shall encourage the diversion from landfills of all materials that are recyclable when issuing construction demolition permits.

4.4 Objective:

Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.1 Policy:

The Town shall require approval from all applicable jurisdictional agencies regarding the protection of environmentally sensitive habitat, and shall require consistency with the policies in the Comprehensive Plan that govern:

- A4. Management of surface water;
- B2. Preservation of open space; ~~and~~
- C3. Preservation of native vegetation.
- D. Preservation of indigenous wildlife; and
- E. Preservation of wetlands.

4.4.2 Policy:

Compliance with approved permits from state, federal and other local governments, when applicable, for conservation of natural resources shall be incorporated into the Town planning process.

4.4.3 Policy:

New development encroaching into the 100 year floodplain shall incorporate elevation and flood protection measures sufficient to protect against the 100 year flood. The Town shall maintain consistency with program policies of the National Flood Insurance Program and shall monitor new cost effective programs for minimizing flood damage. Such programs may include

modifications to construction setback requirements or other site design techniques, as well as upgraded building and construction techniques.

4.4.4 Policy:

The Town shall cooperate with adjacent local governments to conserve, or appropriately use, unique vegetative communities located within one or more local jurisdictions.

4.4.5 Policy:

The Town shall adopt standards to identify and designate local environmentally sensitive lands for protection. The Town shall adopt protection standards for these identified environmentally sensitive lands.

4.4.6 Policy:

The Town shall provide technical support to private sector efforts towards the creation of a conservation land trust and conservation easements that benefits the ~~pubic~~ public.

4.4.7 Policy:

The Town shall educate the public about the protection and enhancement of the existing tree canopy and adopt standards that will allow for protection and enhancement of the existing tree canopy.

4.5 *Objective:*

Conserve, appropriately use and protect natural functions of fisheries, wildlife, wildlife habitat and marine habitat.

4.5.1 Policy:

The Town shall protect and conserve the natural functions of existing soils, fisheries, lakes and floodplains through the support of local, state and federal regulations designed to protect and conserve these functions.

4.5.2 Policy:

The Town shall support the state and federal laws for the protection of endangered and threatened species and significant plant and animal habitat.

4.5.3 Policy:

Protective landscape buffering shall be required between designated conservation areas and between lands recognized by the county, state or federal government as environmentally sensitive and any land uses that may negatively impact these conservation and sensitive ecosystems.

4.5.4 Policy:

The Town shall adopt open space standards as a part of the requirements for all development and redevelopment. Open space areas shall be designated and

treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the open space established by Town ordinance.

4.6 *Objective:*

Assure the maintenance and conservation of trees Within the Town, through the continued maintenance of trees within Town properties and through the site plan review process for new development.

4.6.1 Policy:

~~Within one year of adoption of the Comprehensive Plan, the~~ The Town shall adopt landscaping and tree protection standards. These standards shall address the preservation of existing natural growth, the regulation of invasive and exotic plant species, the promotion of native plant materials usage and minimal landscape buffer criteria. These standards shall also contain restoration and mitigation measures to compensate for the loss of native vegetation and shall define stabilization measures for areas impacted by development.

4.6.2 Policy:

The Town shall provide native landscaping in public open spaces and facilities within the Town through grant applications or other funding sources as available

4.6.3 Policy:

The Town shall encourage and educate the public in the planting and maintenance of trees and provide public education on the placement of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

4.6.4 Policy:

The Town shall encourage buffering mechanisms to promote and enhance the rural, natural environment.

4.6.5 Policy:

The Town shall examine the feasibility of additional landscaping programs along canals, ~~in accordance with the Transportation Master Plan to be developed.~~

4.6.6 Policy:

With all new development, the Town shall regulate Category I invasive exotic vegetation as defined on the ~~most current list established by the Florida Exotic Pest Plant Council.~~ maintained by the Town.

4.6.7 Policy:

The Town shall examine the feasibility of tree planting and restoration programs through grant applications or other funding sources as available

4.7 Objective:

Wetlands and natural functions of wetlands shall be protected. Future land uses that are incompatible with the protection or conservation of wetlands and wetland functions shall be directed away from wetlands. Where incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetland functions.

4.7.1 Policy:

Buffering shall be required between wetlands and land uses that may negatively impact the wetland ecosystem.

4.7.2 Policy:

As a condition of development approval when applicable, the Town shall require approval from all applicable external agencies regarding the protection of wetland habitat.

4.7.3 Policy:

The Town shall coordinate and cooperate with the wetland jurisdictional agencies to encourage directing environmental mitigation to benefit the Town when the impacts occur within the Town.

4.8 Objective:

Conserve, appropriately use and protect the natural minerals and soils, in recognition of the inherent values of these areas.

4.8.1 Policy:

The Town shall adopt standards to prohibit commercial mineral extraction within the Town.

4.8.2 Policy:

The Town shall require all development projects to adhere to the erosion control requirements as specified in the Floodplain Development Application (FDA) and development permit application.

RECREATION AND OPEN SPACE ELEMENT
GOALS, OBJECTIVES AND POLICIES (~~Re. Ord. 2013-08~~)

GOAL 5A: RECREATION AND OPEN SPACE

To provide safe and adequate connected open space and recreation facilities accessible to all Loxahatchee Groves residents.

~~5A.1~~ **5.1** *Objective:*

Provide a sufficient supply of park, recreation, and open space facilities to satisfy established level of service (LOS) standards.

~~5A.1.1~~ **5.1.1** *Policy:*

The Town shall ~~make available~~ work with property owners to ensure public access facilities are available at a level of service of six (6) acres of park, recreation, and open space per one thousand (1,000) population.

~~5A.1.2~~ **5.1.2** *Policy:*

The Town shall ~~may~~ encourage development of a public equestrian facility at Loxahatchee Groves Park on Southern Boulevard.

~~5A.1.3~~ **5.1.3** *Policy:*

The Town shall continue to lobby the County to develop the Loxahatchee Groves County Park according to the intent of the original Master Plan and the Plan as amended in ~~January 1994~~ May 2011.

~~5A.1.4~~ **5.1.4** *Policy:*

The Town shall explore the possibility of obtaining grants, gifts, contributions, funding assistance, and other financial resources for the purchase of land contiguous to the Park, so that the acreage of the park may be increased to its original size.

~~5A.2~~ **5.2** *Objective:*

Maximize the utility and function of recreation facilities and open space resources. Establish strategies to effectively coordinate the retention of recreation and open space opportunities, as well as the development of future opportunities to meet public demands.

~~5A.2.1~~ **5.2.1** *Policy: Reserved.*

~~5A.2.2~~ **5.2.2** *Policy:*

All existing and future parks and recreation facilities shall comply with provisions of the Americans with Disabilities Act.

~~5A.3~~ **5.3** *Objective:*

Establish effective methods of coordinating public and private resources to meet public demands.

~~5A.3.1~~ 5.3.1 Policy:

Maintain cooperative relationships with agencies, groups, individuals and organizations currently providing leisure programs to the residents.

~~5A.3.2~~ 5.3.2 Policy:

Pursue appropriate joint public and private ventures to obtain lands and/or financing necessary to provide recreation areas, including equestrian trails and greenways, facilities and programs.

~~5A.4~~ 5.4 Objective:

Require the provision of open space in redevelopment and new development.

~~5A.4.1~~ 5.4.1 Policy:

The provision of open space such as natural areas, vistas, land buffers, or multi-use trails, shall be required in residential and non-residential development as per the Unified Land Development Code (ULDC).

~~5A.4.2~~ 5.4.2 Policy:

The Town emphasizes that open space is needed in order to create vista, to provide shade, and to create and enhance the rural image and flavor of the Town.

5.4.3 Policy:

Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance by the local government of a certificate of occupancy or its functional equivalent. However, the acreage for such facilities shall be dedicated or be acquired by the Town prior to issuance of a certificate of occupancy or its functional equivalent, or funds in the amount of the developer's fair share shall be committed no later than the local government's approval to commence construction.

~~GOAL 5B: GREENWAYS AND MULTI-USE EQUESTRIAN TRAILS~~

The Town of ~~Loxahatchee Groves~~ will strive to provide a town-wide greenway and equestrian multi-use trail system designed to accommodate the movement of pedestrians, cyclists and equestrians which preserves the town's rural lifestyle.

~~5B.1~~ 5.5 Objective:

The Town of ~~Loxahatchee Groves~~ shall develop a plan for a greenway and equestrian multi-use trail system to meet the needs and interests of the residents of Loxahatchee Groves.

~~5B.1.1~~ 5.5.1 Policy:

The Town shall create a map of existing greenway and ~~equestrian riding~~ multi-use trails.

~~5B.1.2~~ 5.5.2 Policy:

The Town, in addition to recommendations of the ~~Roadways, Equestrian Multi- Use Trails and Greenways (RETAG)~~ (TAG) Advisory Committee, shall identify new connections to existing trails, which if acquired would greatly enhance pedestrian, bicycle, and equestrian circulation throughout the Town.

~~5B.1.3~~ 5.5.3 Policy:

The existing Roadways, ~~Equestrian~~ Multi-Use Trails and Greenways Plan ~~shall~~ may be updated every five (5) years to ~~insure~~ ensure consistency with current Town policy.

~~5B.1.4~~ 5.5.4 Policy:

Annually, the ~~RETAG~~ (TAG) Advisory Committee shall assess and recommend to the Town Council whether the greenway and ~~equestrian~~ multi-use trail system is sufficient to meet the needs of the residents, and recommend needed improvements.

~~5B.1.5~~ 5.5.5 Policy:

The greenway and ~~equestrian~~ multi-use trails system, wherever feasible, shall provide linkages between residential homes, parks, recreational facilities, open spaces, and commercial facilities throughout the Town.

~~5B.1.6~~ 5.5.6 Policy: Reserved

~~All vehicular parking for land uses which are adjacent to the greenway and equestrian trail system should provide the parking on a side away from the trail.~~

~~5B.1.7~~ 5.5.7 Policy:

The greenway and ~~equestrian~~ multi-use trail system shall be consistent with design documents adopted by the Town and based upon ~~RETAG~~ (TAG) Advisory Committee recommendations. ~~in coordination with Loxahatchee Groves Water Control District.~~

~~5B.1.8~~ 5.5.8 Policy:

The Town shall use landscaping and signs to visually identify street crossings and multi-use trail access points. Safe and controlled greenway and ~~equestrian~~ multi-use trail crossings shall be constructed.

~~5B.1.9~~ 5.5.9 Policy: Reserved

~~The Town shall coordinate the construction of proposed multi-use trails with the LGWCD whenever they fall within the LGWCD Town rights-of-way. Doing so shall ensure that sufficient right-of-way is preserved to construct and maintain the Town's multi-use trails.~~

~~5B.1.10~~ 5.5.10 Policy:

The Town shall coordinate the provision of greenway and ~~equestrian~~ multi-use trail connections among adjoining or abutting properties during the site plan review process.

~~5B.1.11~~ Policy:

~~Pursue appropriate joint public and private ventures to obtain lands and/or financing necessary to provide recreation areas, including multi-use trails facilities and programs.~~

~~5B.2~~ 5.6 Objective:

~~The Town of Loxahatchee Groves' greenway and equestrian multi-use trail system shall be financially feasible.~~

~~5B.2.1~~ 5.6.1 Policy:

The Town shall determine which trails should be considered for public ownership.

~~5B.2.2~~ 5.6.2 Policy:

The Town shall explore the possibility of obtaining grants, gifts, contributions, funding assistance, and other financial resources for the development of greenways and ~~equestrian riding~~ multi-use trails.

~~5B.2.3~~ 5.6.3 Policy:

The Town should pursue joint efforts with all affected local jurisdictions, including local governments, special districts, and other public agencies in the acquisition, development and maintenance of greenways and ~~equestrian~~ multi-use trails as a means for reducing costs and pooling resources.

~~5B.3~~ 5.7 Objective:

~~The Town of Loxahatchee Groves' equestrian trail system shall~~ support ~~provide~~ access to abutting county parks, open space, and neighboring municipalities.

~~5B.3.1~~ 5.7.1 Policy:

The Town shall ~~pursue~~ support direct connections and access between the Town's ~~equestrian~~ multi-use trails and the Loxahatchee Groves County Park and the Royal Palm Beach Pines Nature Area.

~~5B.3.2~~ Policy:

~~The Town shall pursue direct connections and access between the Town's equestrian trails and the Village of Wellington's equestrian preserves and public trails.~~

~~5B.3.3~~ Policy:

~~The Town shall coordinate with Loxahatchee Groves Water Control District for development of greenways and equestrian trails..~~

HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES

GOAL 6: HOUSING

To provide safe, decent and sanitary housing and living conditions in designated residential neighborhoods consistent with: (1) density levels indicated on in the Future Land Use Map Element; and (2) the current rural residential character of the Town. Further, ensure that the character of new housing development is consistent with that currently in evidence while accommodating the needs of projected population growth.

6.1 Objective:

Conserve existing residential neighborhoods and housing stock by adopting minimum housing standards.

6.1.1 Policy:

~~Within one year of the adoption of the Comprehensive Plan, adopt~~ Continue to follow the Florida Building Code and local amendments, as each are amended from time to time, and other appropriate land development regulations that support the current rural residential character of the Town. ~~minimum housing regulations that shall contain the following minimum provisions:~~

- ~~1. A requirement that all new development or redevelopment be served by an adequate individual or central water and wastewater systems and contain heating and cooking facilities.~~
- ~~2. Minimum requirements for light and ventilation, in accord with Florida building codes.~~
- ~~3. Minimum requirements for electrical and plumbing systems.~~
- ~~4. General requirements for the maintenance of the exterior and interior of residential structures.~~
- ~~5. Minimum dwelling space and sanitary requirements.~~
- ~~6. Procedures governing rehabilitation and demolition actions.~~

6.1.2 Policy:

~~Within one year of the adoption of the Comprehensive Plan, adopt~~ Continue administrative and enforcement procedures necessary to implement minimum housing regulations and which, at a minimum

A. Designate a Town Housing Official; and,

B. ~~Establish administrative procedures to require~~ Require rehabilitation and/or demolition of housing, if necessary, following a natural disaster or if a dwelling unit is damaged by fire beyond repair.

6.1.3 Policy:

~~During the initial preparation and adoption of land development regulations supporting this Comprehensive Plan, and~~ At the time of each successive required Evaluation and Appraisal Report, evaluate the need to designate any housing structures as locally historically significant and in need of special consideration under the provisions and criteria cited in the Standard Housing Code.

6.2 *Objective:*

Adequate and affordable housing, consistent with the current rural character of the Town, shall be provided for existing residents and anticipated population growth, including housing to accommodate any defined specialized needs of very-low, low and moderate income households. ~~elderly households, EH-handicapped or displaced residents, and farmworkers;~~ Also, provisions shall be made for displaced residents, Community Residential Housing foster care housing, as well as and manufactured or and modular mobile homes.

6.2.1 Policy:

Require housing construction that is compatible with natural resource and service capabilities as defined in the Future Land Use, Transportation, Infrastructure and Conservation elements.

6.2.2 Policy:

Require developers to coordinate with the Town from initial design through completion of construction to assure that the Town's rural character is maintained.

6.2.3 Policy:

Provide for innovative housing alternatives (e.g., ~~single-room occupancy, accessory dwelling units residential structures, caretaker quarters, groom's quarters, manufactured and mobile modular~~ modular homes and community residential housing ~~congregate living alternatives~~) oriented to facilitating reduced housing costs for very low, low and moderate income households and special needs populations.

6.2.4 Policy:

~~Require~~ Ensure that standard housing, at affordable cost, is available to persons displaced through any public action prior to their displacement, ~~by including such a requirement within the Town's land development regulations.~~

6.2.5 Policy:

Allow the placement of manufactured homes ~~and individual mobile homes~~ within single-family residential districts provided that: (1) such homes must comply with all Town building, construction, design and housing codes that apply to all housing types and U.S. Department of Housing and Urban Development manufactured home construction and safety standards; and (2) they shall be subject to any reviews as provided in the Town code of ordinances.

6.2.6 Policy:

Encourage development of affordable and workforce housing, including accessory dwellings, in residential ~~developments south of Collecting Canal Road~~ areas, in proximity to employment opportunities and major transportation facilities.

6.2.7 Policy: Reserved

~~Encourage congregate living facilities as a permitted use south of Collecting Canal Road in proximity to Palms West Hospital.~~

6.2.8 Policy:

Encourage job creation at locations ~~identified on the Future Land Use Map and~~ permitted by the Town's land development regulations as a means of assisting very-low, low and moderate income residents in finding employment proximate to their homes.

6.2.9 Policy:

The Town shall support regional efforts to address low income and workforce housing by working with the Palm Beach Intergovernmental Plan Amendment Review Committee, (IPARC) ~~to develop an interlocal Agreement whereby municipalities could jointly pursue a comprehensive approach and solution to this county wide issue.~~

6.3 Objective:

Provision shall be made for the location of community residential housing daycare, foster care and group home facilities regulated by the Town's ULDC and licensed by the state of Florida, in a manner consistent with state law and the character of existing residential neighborhoods

6.3.1 Policy:

The Town shall ~~permit~~ support the location of community residential homes of 6 or fewer residents licensed by the state of Florida. ~~different classes of group home facilities~~ in appropriate residential neighborhoods that foster non-discrimination and encourage the ~~development of community~~ alternatives to institutionalization. ~~Further, no appropriate residential neighborhoods shall be~~

~~closed to such facilities.~~

6.3.2 Policy:

The Town shall monitor the development and distribution of ~~daycare foster care and group homes~~ community residential homes to ensure that adequate sites and infrastructures are provided, while over-concentration ~~(i.e., to be defined by implementing Policy 6.3.1) in any residential appropriately zoned~~ area is avoided.

6.3.3 Policy:

~~"Foster Care Facility" and "Group Home Facility"~~ "Community residential home" shall be defined as a residential unit, otherwise meeting the requirements of the Chapter 419, Florida Statutes and the Town Zoning Code, where a family living environment is provided for individuals not related by blood or legally to the householder.

6.3.4 Policy: Reserved

~~The total number of residents within a foster care or group home facility, including permanent residents and foster care or group home residents shall not exceed 1.01 persons per room, excluding bathrooms, kitchens utility rooms, and garages.~~

6.3.5 Policy:

The Town shall permit Daycare facilities, for up to five persons, within a single-family residence, as ~~required~~ regulated by, Chapter 402, Florida Statutes.

6.4 *Objective:*

The private sector delivery process shall continue to be relied upon as the means for providing 100% of the housing necessary to accommodate Town residents. The need to formulate alternative housing implementation programs shall be reassessed at the time of each required Evaluation and Appraisal Report (EAR).

6.4.1 Policy:

Due to high land values and low permitted densities, very-low, low and moderate income housing efforts shall be oriented primarily toward: (1) maintaining the existing housing stock in standard condition; (2) continuing to permit individual ~~manufactured housing and mobile homes~~ modular or factory built homes per ULDC Section 20-015 and existing manufactured homes per ULDC Sections 20-0010(I) and (J); and (3) investigating innovative housing alternatives such as ~~single room occupancy, accessory dwelling units, and congregate living~~

6.4.2 Policy:

Provide information and technical assistance to the private sector to maintain a housing production capacity sufficient to meet projected needs. Further, expedite development reviews for those applications that include very-low, low

or moderate income housing.

6.4.3 Policy:

A determination shall be made by the Town at the time of each required EAR-based Comprehensive Plan update as to whether or not the private sector delivery process is adequately functioning, in terms of implementing Objective 6.4. If it is determined that the private sector is not properly functioning, in terms of this criterion, alternative mechanisms, including government and non-profit sector participation shall be considered, including the use of available Federal, State and local assistance programs.

6.4.4 Policy: Reserved

~~Within 12 months of the availability of data from 2010 Census and the Florida Housing Data Clearinghouse, prepare an Affordable Housing Assessment to determine whether or not the Town needs to implement additional housing programs to meet projected housing needs.~~

~~At the time of the initial EAR, prepare an Affordable Housing Assessment using the most recent data provided by the Florida Housing Data Clearinghouse to determine, whether or not the Town needs to implement additional housing programs to meet projected housing needs.~~

6.4.5 Policy:

Provide information and technical assistance to the private sector for the implementation of green building standards in new construction and home renovations.

6.5 *Objective:*

The Town shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

6.5.1 Policy:

The Town shall encourage support for residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally recognized, high-performance green building rating system as recognized by the Florida Department of Management Services.

6.5.2 Policy:

The Town shall educate residents on home energy reduction strategies.

6.5.3 Policy:

The Town shall not prohibit the appropriate placement of photovoltaic panels.

6.5.4 Policy:

The Town shall provide educational materials on the strategic placement of landscape materials to reduce energy consumption.

INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 7: INTERGOVERNMENTAL COORDINATION

To provide accessible, effective, and frequent intergovernmental coordination opportunities to achieve consistency among all government agencies that implement plans and programs which affect the Town of Loxahatchee Groves through development activities; preservation of the quality of life and efficient use of resources.

7.1 Objective:

~~Continue and improve initiated semi-annual contact through~~ Attend formal and informal meetings with Palm Beach County ("PBC") officials, School Board of Palm Beach County, adjacent municipalities, and other regional and local agencies providing services or regulatory control over the use of land within Loxahatchee Groves.

7.1.1 Policy:

~~Loxahatchee Groves~~ The Town shall maintain an active program of monitoring and communication with operating under the provisions of the Local Government Comprehensive Planning and Land Development Act, Chapter 163 F.S., and distribute amendments to its Comprehensive Plan adopted by the entities described in Objective 7.1.

7.1.2 Policy: Reserved

~~The Town shall continue informal methods to increase the effectiveness of the existing coordination mechanisms of intergovernmental coordination which shall include but not be limited to the official identification of primary responsibility for coordination.~~

7.1.3 Policy:

The Town shall initiate periodic meetings between its Town Manager and Council and their counterparts in surrounding communities to discuss each municipality's plans for growth management and upcoming developments which could affect any of those municipalities.

7.1.4 Policy:

~~The Town's Comprehensive Plan~~ Town will consider ~~be consistent, where feasible and practical, with the Treasure Coast Regional Policy Planning Council~~ Strategic Regional Policy Plan, Palm Beach County Comprehensive Plan, the Comprehensive Plans of adjacent local governments, and applicable regional water supply plans when amending the Comprehensive Plan.

7.1.5 Policy:

The Town will consult with their water supplier prior to issuing building permits for new development and redevelopment to ensure adequate water supplies to serve new development is available by the date of issuance of a certificate of occupancy.

7.1.6 Policy:

The Town shall participate in the Treasure Coast Regional Planning Council's informal mediation process as mechanisms to provide an open forum for communication and coordination of programs involving the Comprehensive Plan, and to resolve conflicts with other local governments.

7.1.7 Policy:

Cooperatively pursue the resolution of development and growth management issues having impacts that transcend the Town's current political jurisdiction ~~including issues of federal, regional, and state significance with the appropriate agencies.~~ Issues to be addressed include, but are not limited to, the following:

- A. Accessibility to parks in neighboring municipalities;
- B. Roadway improvements and formulation of master plans with other entities and agencies that would offer regarding traffic control, ~~on Okeechobee Boulevard;~~
- C. Stronger enforcement of speed limits and traffic safety measures ~~and/or lowering speed limits on alphabet roads;~~
- D. Stormwater runoff and water quality;
- E. Alternate water supply plans;
- F. Hazardous waste exposure; and,
- G. Siting of facilities with County-wide significance.

7.1.8 Policy:

The Town shall, in conjunction with other affected parties, evaluate the Capital Improvements Element when it is undergoing annual review to determine if current funding is proportional to services rendered.

7.2 Objective:

Ensure that the impacts of development proposed in the Town's Comprehensive Plan upon development in adjacent municipalities, the County, adjacent counties, the region and the State are addressed through coordination mechanisms.

7.2.1 Policy:

The review of development proposals shall include findings that indicate relationships of such proposed developments to the comprehensive plans of adjacent local governments.

7.2.2 Policy:

The Town shall utilize the following ~~process~~ procedures, as appropriate, when considering the location and extension of public facilities, ~~that are subject to concurrency and when siting facilities with countywide significance, including locally unwanted land uses that are established within a formal agreement between local, county and state governments and agencies;~~

- A4. ~~The site plan procedure, Site Plan approval~~ which considers the future impact of a proposed site plan development on the facilities and services provided by The Town Loxahatchee Groves ~~and those of adjacent local governments, if any or other governmental entity.~~
- B2. The goals, objectives and policies contained within the comprehensive plans of adjacent local governments, when reviewing proposed site-specific map amendments to the Future Land Use map. and,
- C3. Establishment of joint planning processes or joint planning areas with local governments, the School District of Palm Beach County, other governmental units providing services but not having regulatory authority over the use of land, the region, and the state.

7.2.3 Policy:

The Town shall utilize the following procedures to identify and implement joint planning areas (JPAs) for the purpose of addressing issues related to annexation and mutual infrastructure service areas:

- A. Coordinate planning activities mandated by the various elements of the ~~Loxahatchee Groves~~ Comprehensive Plan with local governments, the School District of Palm Beach County, other governmental units providing services but not having regulatory authority over the use of land, the region, and the state;
- B. Use of the Treasure Coast Regional Planning Council's informal mediation process to resolve conflicts with the other local governments, when agreed to by all affected parties;
- C. Work cooperatively with ~~Palm Beach County~~ PBC to facilitate any annexation areas with consistent joint meetings or work groups, and other mechanisms; and
- D. Demographic and social-economic information and services shall be readily available for county, school board, and municipal planning activities.

7.2.4 Policy:

The Town shall participate in the Intergovernmental Plan Amendment Review Committee (IPARC) in order to ensure communication and coordination with other municipalities on comprehensive planning issues.

7.3 Objective:

Ensure coordination with the School Board of Palm Beach County to establish concurrency requirements for public school facilities.

- 7.3.1 Policy: ~~The Town of Loxahatchee Groves, in cooperation with appropriate local, county, and state governments and agencies, shall continue to utilize the following collaborative planning process to reach decisions on population projections and~~

public school siting: will work with the School District on population protections and school siting in accordance with section 163.3177(6)(h)(2) of the Florida Statutes.

- ~~a) — Employ compatibility and public school impact procedures, which consider land use compatibility and public school impacts through use of flexibility provisions included in the Loxahatchee Groves Comprehensive Plan;~~
- ~~b) — Provide the School Board of Palm Beach County with population projections and other demographic and socio-economic data to assist the School Board with appropriate student generation rates and public school siting;~~
- ~~c) — If requested, provide professional support to the School Board Superintendent's site review committee;~~
- ~~d) — Involve the School Board of Palm Beach County during the review process for residential Land Use Plan Amendments, Plats, and Developments of Regional Impact; and~~
- ~~e) — Procedures shall be coordinated in a manner that conforms to the international agreement between the Town and the School Board.~~

7.3.2 Policy:

The Town shall abide by the, and participate in, the "Interlocal Agreement between the School Board and Palm Beach County for Coordinated Planning," adopted by the Palm Beach County Board of County Commissioners through Resolution 2015-1864.

7.4 *Objective:*

Special emphasis shall be placed on maintaining effective lines of communication with county, regional, and state agencies when setting levels-of-service and/or permitting requirements, and initiating maintenance and capital improvement projects located within the Town of Loxahatchee Groves.

7.4.1 Policy: Reserved

~~The Town Manager or an appointed designee shall prepare and review the annual level-of-service monitoring report contained within the adopted concurrency management system. The purpose of this report is to provide affected entities with timely and accurate information in order to evaluation and coordinate levels-of-service.~~

7.4.2 Policy:

In situations where other public or private entities are providing a public facility or service such as roads, sewer, drainage, parks, or solid waste within the Town, the Town shall coordinate its adopted level of service standard with the applicable entity and within the financial parameters allowed by the Capital Improvement Element of this Plan.

7.4.3 Policy:

Coordination with Federal, State, and County authorities shall continually be practiced and refined to ensure that the Town receives a proportionate share of revenue allocations, facilities and service improvements.

**CAPITAL IMPROVEMENTS ELEMENT
GOALS, OBJECTIVES AND POLICIES (Rev: Ord. 2013-08)**

GOAL 8: CAPITAL IMPROVEMENTS

The Town shall ensure adequate and timely public facilities and infrastructure capacity to accommodate existing and future residents and businesses maximizing the use and value of existing facilities, and effectively managing future growth consistent with the level-of-service standards established in the Comprehensive Plan.

8.1 Objective:

Maximize fiscal resources available to the Town for public facility improvements necessary to accommodate existing development, redevelopment, and planned future growth, and to replace obsolete or deteriorated facilities.

8.1.1 Policy:

Ensure capital revenues and/or secured developer commitments are in place to maintain all public facilities at acceptable level of service standards prior to the issuance of new development orders.

~~The Town shall follow the following timing requirements to ensure that adequate public facilities are available to meet level of service standards with the impact of development.~~

- ~~(a) Sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the Town shall determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the Town of a certificate of occupancy or its functional equivalent.~~
- ~~(b) Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance by the local government of a certificate of occupancy or its functional equivalent. However, the acreage for such facilities shall be dedicated or be acquired by the Town prior to issuance of a certificate of occupancy or its functional equivalent, or funds in the amount of the developer's fair share shall be committed no later than the local government's approval to commence construction.~~
- ~~(c) Transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the Town approves a building permit that results in traffic generation.~~

8.1.2 Policy:
Utilize a variety of funding sources to implement capital improvements, within the limitation of existing law. These methods may include ad valorem taxes, general revenues, enterprise revenues, assessments, tax increment, grants, and private contributions, including dedications and/or funds.

8.1.3 Policy:
Ensure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect ~~impact~~ appropriate fees, dedications and/or contributions from private development.

8.1.4 Policy:
~~Aggressively seek~~ Seek all realistic grant opportunities to fund projects in the Five-Year Schedule of Capital Improvements.

8.1.5 Policy:
Land development regulations established by the Town shall provide for the timely completion and maintenance of the capital improvements required by the Comprehensive Plan.

8.1.6 Policy:
Each review of the Capital Improvements Element shall include a review of the assumptions, projections, needs, and consideration for appropriate and timely renewal of existing facilities according to the following criteria:

- A.4) Emergency and post-disaster mitigation;
- ~~2) Deficiency determination by a Concurrency Management System;~~
- B.3-2) Public involvement in Capital Improvement Program and Budget;
- ~~C.4-3)~~ Existing land development and Town plans;
- ~~D.5-4)~~ Plans of local, county, state agencies including the Loxahatchee Groves Water Control District;
- E.6-5) Accommodation of new development and redevelopment; and,
- E.7-6 Financial feasibility

8.2 *Objective:*
Provide the necessary capital improvements to replace worn-out or obsolete public facilities, correct service deficiencies and accommodate planned future growth, ~~consistent with the adopted level of service standards.~~

8.2.1 Policy:
Prepare and adopt a Five-Year Capital Improvement Program (CIP) as part of the Town's annual budgeting process. Amend the Five-Year Schedule of Capital Improvements on an annual basis ~~CIP updates~~.

8.2.2 Policy:
The annual update of the Five-Year Schedule of Capital Improvements shall reflect proportionate fair-share and other developer contributions.

- 8.2.3 Policy:
The Five-Year Schedule of Capital Improvements shall be financially feasible.
- 8.2.4 Policy:
The Five-Year Schedule of Capital Improvements shall be consistent with objectives and policies of Comprehensive Plan elements.
- 8.2.5 Policy:
Coordinate proportionate fair share mitigation procedures and payments with ~~Palm Beach County~~ ("PBC"), the Florida Department of Transportation, and the Palm Beach County School District.
- 8.2.6 Policy:
Coordinate planning for the Town improvements with the plans of state agencies, the South Florida Water Management District (SFWMD), ~~Palm Beach County~~ PBC, the Loxahatchee Groves Water Control District and adjacent municipalities when applicable.
- 8.2.7 Policy:
All capital improvements in the Five-Year Schedule of Capital Improvements for which the Town is responsible will be included in the Town's Annual Budget and Capital Improvement Fund.
- 8.2.8 Policy: Reserved
- 8.2.9 Policy:
Use the Town's Unified Land Development Code (ULDC) to ensure that all decisions regarding land use planning and the issuance of development orders and permits consider the availability of public facilities and services necessary to support such development at the adopted LOS standards concurrent with the associated impacts
- 8.2.10 Policy:
Coordinate with road, utility and infrastructure service providers within the Town to ensure that necessary capital improvements are implemented to support new construction and redevelopment.
- 8.2.11 Policy:
Repair, rehabilitate, and replace the Town's capital facilities according to generally accepted engineering principles and guidelines and ensure that facilities and services provided by other agencies are held to the same standard.
- 8.2.12 Policy:
Assess new development a proportionate fair-share of the public facility costs necessary to accommodate the impacts of new development at the adopted levels-of-service through the enforcement of existing public facility funding mechanisms, conditions of development approval, and impact fees. Public facilities include potable water, sanitary sewer, solid waste, drainage, parks, including ~~equestrian~~ multi-use trails and greenways, schools and roadways.

8.2.13 Policy:

Capital improvements associated with the construction of educational facilities are not addressed in the Town's CIP or Five-Year Schedule of Capital Improvements, but rather are the responsibility of the Palm Beach County School District.

8.2.14 Policy:

The Town, in conjunction with the Palm Beach County School District, has the responsibility for implementing the public school concurrency program within Loxahatchee Groves.

8.2.15 Policy:

For public school facilities, a proportionate share mitigation agreement is subject to approval by Palm Beach County School District and the Town.

~~8.2.16 Policy:~~

~~Reserved~~

~~8.2.17 Policy:~~

~~Reserved~~

~~8.2.18 Policy:~~

~~The public school LOS standard is the school's utilization, expressed as a percentage, which is the result of comparing the number of students with the satisfactory Florida Inventory of School Houses (FISH) capacity at a given location, e.g., an elementary facility with 1,000 students and a FISH capacity of 970, has an LOS of 103%. Also referred to as the utilization of a facility.~~

8.3 *Objective:*

Develop and implement a debt management program to assist the Town in providing adequate and timely revenues for scheduled capital improvements.

8.3.1 Policy:

Provided the Town Charter allows such an activity, ~~Loxahatchee Groves~~ the Town may incur debt within generally accepted municipal finance principles and guidelines, and only in relation to the Town's ability to pay for a new capital asset or to significantly extend the life expectancy of a capital asset.

8.3.2 Policy:

Ensure that any increase in operating costs for a new or additional facility is also considered when evaluating the debt to be incurred for a facility.

8.3.3 Policy:

The Town will not provide a public facility, nor accept the provision of a public facility by others, if it is unable to pay for the subsequent annual operation and maintenance costs of the facility.

8.3.4 Policy:

The Town shall adopt standards for debt management prior to incurring any public debt.

8.3.5 Policy:
Debt payment shall not exceed the anticipated useful life of a capital improvement and, in no case, shall exceed thirty years.

8.4 *Objective:*
Land use decisions shall be made based upon available or projected fiscal resources in coordination with the Five-Year Schedule of Capital Improvements which maintains adopted level of service standards and meets existing and future facility needs.

8.4.1 Policy:
The Town shall determine whether projects in the Five-Year Schedule of Capital Improvements will allow level of service standard to be maintained with a proposed land use change.

8.4.2 Policy:
The Town shall provide for the availability of public facilities and services needed to support development concurrent with the impacts of such development.

8.4.3 Policy:
In order to coordinate land uses with available and projected fiscal resources, the Town shall include in its annual update of the Five-Year Schedule of Capital Improvements, any appropriate projects listed in the first five (5) years of the PBC ten (10) year Water Supply Facility Work Plan (WSFWP).

8.5 *Objective:*
The Town shall include all projects identified in the policies of the various elements of this Comprehensive Plan that are the responsibility of ~~Loxahatchee Groves~~ the Town and determined to be of relatively large scale and high cost as capital improvements projects for inclusion within the Five-Year Schedule of Capital Improvements.

8.5.1 Policy:
Capital improvements shall be provided to: (1) correct existing deficiencies and extend the life expectancy; (2) manage growth, as defined in the Future Land Use Element and the Town's Charter; and/or (3) replace worn-out or obsolete facilities, as indicated in the Five-Year Schedule of Capital Improvements, ~~of this element.~~

8.5.2 Policy:
The Town defines a capital improvements project or program as a major, not often-recurring, expenditure that costs or commits at least \$25,000, which has an expected life of at least five (5) years, and which falls into one of the following categories:

- A. Acquisition or lease of land or interests in land for public purposes.
- B. Accommodation of Town growth and improvement of infrastructure services delivery by means of the purchase, lease, construction, rehabilitation, or replacement of:

i4. A public building or physical facility;

- ii2. Public infrastructure such as roads, drainage canals, parks, trails, or similar projects; and,
- iii3. Equipment supporting the maintenance of infrastructure.

- C. Projects designed to bring the community into immediate compliance with state or federal law or court order. Such projects are not subject to the above cost or life expectancy limits.

A capital improvements project or program is further defined to include any planning, engineering, feasibility or appraisal studies related thereto if the total cost is at least \$10,000. This shall include any studies oriented to defining the initial need for land and/or facilities.

8.5.3 Policy:

Normal maintenance activities are not included in the Five-Year Schedule of Capital Improvements.

8.5.4 Policy:

The Town shall, as a matter of priority, schedule for funding any capital improvement projects in the Five-Year Schedule of Capital Improvements which are designed to correct existing public facility deficiencies.

8.5.5 Policy:

Proposed capital improvements projects shall be evaluated and ranked in order of priority according to the following guidelines:

A. Whether the proposed project is financially feasible, in terms of its impact upon Town budget potential;

B.-A. Whether the project is needed to protect public health and safety, to fulfill the Town's legal commitment to provide facilities and services, or to preserve, achieve full use of, or increase the efficiency of existing facilities;

C.-B. Whether the project prevents or reduces future improvement costs or provides service to areas currently lacking such service;

D.-C. Whether the project represents a logical extension of facilities and services within the Town; and

E.-D. Whether or not the proposed project is consistent with plans of State agencies, Palm Beach County PBC agencies, the Town and the Loxahatchee Groves Water Control District.

8.6 Objective:

The Five-Year Schedule of Capital Improvements shall be reviewed by the FAAC on an annual basis as part of the Town budget process. Any revisions and/or amendments to the Five-Year Schedule of Capital Improvements shall be made by the Town Council at that time. Annual updates to ~~Tables 9-1 to 9-3~~ the Five Year Schedule of Capital

Improvements shall be made by Town Council Ordinance and not subject to the comprehensive plan amendment process.

8.6.1 Policy:

The annual update process shall include a review to determine that proposed Five-Year Schedule of Capital Improvements revisions are internally consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

8.6.2 Policy:

All items to address an imminent danger or threat to the public health or safety shall be submitted to the Town Council for decision and appropriate action through the Town Manager. If the obligation duration exceeds one budget year, the item shall be included in the Five-Year Schedule of Capital Improvements.

8.7 Objective

~~The Five-Year Schedule of Capital Improvements consists of Tables 8-1 to 8-3.~~

Table 8-1—Summary of FY 2014—2018 Capital Improvements Projects

~~A. Necessary to Maintain LOS Standards: Loxahatchee Groves~~

| Comprehensive Plan Element | Project No. and Description | Comprehensive Plan Consistency (Objective/Policy Citation) |
|-----------------------------------|---|--|
| Transportation | TRAN 1: Non-District Town Road Survey (1) | Objective 2.6 and Policies 2.2.4, 2.7.1 and 2.7.9 Transportation Element |
| Transportation | TRAN 2: Collecting Canal Road OGEM surface Improvements (1,2) | Policy 2.1.3 Transportation Element |
| Transportation | TRAN 3: Okeechobee Traffic Signal @ "D" Rd. (1) | Policies 2.1.4 and 2.2.2, Transportation Element |
| Transportation | TRAN 4: Town Road OGEM Projects—Specific Future Projects To Be Identified (1,2) | Policy 2.1.3 Transportation Element |
| Transportation | TRAN 5: Pave/OGEM Surface "D" Road from Southern Blvd. to Collecting Canal | Policy 2.1.3 Transportation Element |
| Transportation | TRAN 6: LGWCD to Town road transfer costs—Specific Future Projects To Be Identified | Policy 2.1.3 Transportation Element |
| Drainage Sub-Element | DR 1: Drainage Canal Refurbishment Program (sub to LGWCD) | Policies 3A.1.5 and 3A.1.6 Drainage Sub-Element |

Key: TRAN—Transportation; DR—Drainage; LGWCD—Loxahatchee Groves Water Control District.

(1)—Existing Deficiency; (2)—Replacement Project; 3)—To Meet Future Need

**B. FY 2014 to 2018 Improvements Necessary to Maintain LOS Standards:
—Outside Agencies**

| Agency | Project No. and Description | Comprehensive Plan Consistency (Objective/Policy Citation) |
|--------------------------------------|---|---|
| Lox Groves Water Control Dist | DR-2: 40-foot Long Front Backhoe lease purchase (1,3) | Objective 3.A.1 Drainage Sub-Element |
| Lox Groves Water Control Dist | DR-3: Long Reach Mower lease purchase (1,3) | Objective 3.A.1 Drainage Sub-Element |
| Palm Beach County School District | PSF-1 Palm Beach County School District 5 Year Capital Budget (FY 2013—2017) By Reference (3) | Policy 8A.3-A Public School Facilities Element |
| Florida Department of Transportation | FDOT-1: #4282391 Bridge #930402 repair and rehab. West of "D" Road (1)* | Policy 2.2.4 Transportation Element; Policy 9.2.10 Capital Improvements Element |
| Florida Department of Transportation | FDOT-2: #4193452 Add lanes and reconstruct Southern Boulevard (3)* | Policies 2.2.4 and 2.6.2 Transportation Element; Policy 9.2.10 Capital Improvements Element |

*—Project included in the FY 2011—2015 Transportation Improvement Program (TIP) of the MPO.

Key: DR—Drainage; PSF—Public School Facility; FDOT—Florida Department of Transportation

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

**C. FY 2014 to 2018 Non-LOS Comprehensive Plan-Directed Improvements:
Loxahatchee Groves**

| Comprehensive Plan Element | Project No. and Description | Comprehensive Plan Consistency (Objective/Policy Citation) |
|-----------------------------------|---|---|
| Recreation and Open Space | ROS-1: Equestrian Trails—Linear Park from "A" Road to Folsom Road (1,3) | Objective 2.3 Transportation Element |
| Recreation and Open Space | ROS-2: Equestrian Trails—Future Projects To Be Identified (1,3) | Objective 2.3 Transportation Element |

Key: ROS—Recreation and Open Space

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

D. FY 2014 to 2018 Other Infrastructure Improvements: Outside Agencies/Private Parties

| Project No. and Description | Public Agency/Private Party | Comprehensive Plan Consistency (Objective/Policy Citation) |
|--|--|---|
| TRAN-7 "F" Road Pavement and OGEM Improvements: Southern Blvd. to Collecting Canal (1,3) | Grove Medical Plaza Site Plan Approval Condition | Policy 2.1.4 Transportation Element |

Key: TRAN—Transportation.

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

Table 8-2 FY 2014 – 2018
Schedule and Cost of Capital Improvements Projects
A. Necessary to Maintain LOS Standards

| Project Number* | Fiscal Year Cost (\$ 000's) | | | | | Total Cost (Dollars) |
|-----------------|-----------------------------|------------|------------|------------|---------------|----------------------|
| | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | |
| TRAN-1 | 100 | 100 | 0 | 0 | 0 | 200,000 |
| TRAN-2 | 944 | 0 | 0 | 0 | 0 | 944,000 |
| TRAN-3 | 250 | 0 | 0 | 0 | 0 | 250,000 |
| TRAN-4 | 100 | 0 | 0 | 0 | 0 | 100,000 |
| TRAN-5 | 300 | 0 | 0 | 0 | 0 | 300,000 |
| TRAN-6 | 29 | 29 | 29 | 29 | 29 | 145,000 |
| TRAN-7 | 106 | 0 | 0 | 0 | 0 | 106,000 |
| DR-1 | 150 | 150 | 150 | 150 | 150 | 750,000 |
| DR-2 | 62 | 62 | 62 | 62 | 62 | 310,000 |
| DR-3 | 34 | 34 | 34 | 34 | 34 | 170,000 |
| FDOT #4282394 | 119 | 0 | 0 | 0 | 0 | 119,000 |
| FDOT##4193452** | 5,200 | 0 | 0 | 0 | 34,500 | 39,700,000 |
| Totals | 7,394 | 375 | 275 | 275 | 34,775 | 43,094,000 |

**Cost includes entire project length (Lion Country Safari to west of Crestwood Blvd).

* - Refer to Table 9-1A, 9-1B and 9-1D.

B. Non-LOS Comprehensive Plan-Directed Improvements

| Project Number* | Fiscal Year Cost (\$ 000's) | | | | | Total Cost (Dollars) |
|-------------------|--|------------|------------|----------|----------|----------------------|
| | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | |
| ROS-1 | 80 | 0 | 0 | 0 | 0 | 80,000 |
| ROS-2 | 0 | 100 | 100 | 0 | 0 | 200,000 |
| Totals | 80 | 100 | 100 | 0 | 0 | 280,000 |
| PBC School | 5-Year Capital Budget (FY 2013 – 2017) Incorporated By Reference | | | | | |

* - Refer to Table 9-1C.

Table 8-3 Revenue Sources for Town Directed Capital Improvements Projects

| Project Number* | Revenue Source | Fiscal Year Budget (\$000) | | | | | Total Cost (Dollars) |
|--------------------|----------------|----------------------------|----------------|----------------|----------------|----------------|----------------------|
| | | 2013/14 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | |
| TRAN-1 | GF/GT | 100,000 | 100,000 | 0 | 0 | 0 | 200,000 |
| TRAN-2 | GF/GT | 944,000 | 0 | 0 | 0 | 0 | 944,000 |
| TRAN-3 | GF/GT | 250,000 | 0 | 0 | 0 | 0 | 250,000 |
| TRAN-4 | GF | 100,000 | 0 | 0 | 0 | 0 | 100,000 |
| TRAN-5 | GF | 300,000 | 0 | 0 | 0 | 0 | 300,000 |
| TRAN-6 | GT | 29,000 | 29,000 | 29,000 | 29,000 | 29,000 | 145,000 |
| TRAN-7 | P | 106,000 | 0 | 0 | 0 | 0 | 106,000 |
| DR-1 | GT | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 750,000 |
| ROS-1 | GF | 80,000 | 0 | 0 | 0 | 0 | 80,000 |
| ROS-2 | GF | 0 | 100,000 | 100,000 | 0 | 0 | 200,000 |
| Town Totals | GF/GT/P | 2,059,000 | 379,000 | 279,000 | 179,000 | 179,000 | 3,075,000 |

* Refer to Tables 9-1A, 9-1C and 9-1D.

Revenue Sources: GF General Fund; GT Gas Tax; G Grant; P Private Source

PROPERTY RIGHTS ELEMENT

GOALS, OBJECTIVES AND POLICIES

Property Rights

The Property Rights Element is required to be included in the comprehensive plan per requirements of state planning law and rule criteria. Specifically, Chapter 163.3177(6) (i) 1, Florida Statutes, establishes the Property Rights Element requirement.

Chapter 163.3177(6)2(i)(1), Florida Statutes establishes that each local government must adopt a property rights element in its Comprehensive Plan by the earlier of the date of its adoption of its next proposed plan amendment that is submitted after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.

GOAL 9: PROPERTY RIGHTS

The Town shall respect judicially acknowledged, and constitutionally protected private property rights.

9.1 Objective:

The Town shall ensure that private property rights are considered in local decision making.

9.1.1 Policy:

The following rights shall be considered in local decision making.

- A. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights;
- B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances;
- C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property; and,
- D. The right of a property owner to dispose of his or her property through sale or gift.

DATE: July 2, 2024
TO: Town of Loxahatchee Groves, Town Council
FROM: Complete Cities, Consultant Planner
Subject: Recreational Vehicle (RV) Ordinance Update

Background

The Town of Loxahatchee Groves began the process of updating its Recreational Vehicle (RV) regulations in the spring of 2023. A series of public workshops were held to collect feedback and information regarding resident's use of RVs, future needs, and permitting concerns. During that process, there was much concern for supporting the equestrian community. Temporary housing by way of RVs was expressed to be a critical component of the seasonal industry. Based on this input, the initial direction was to consider more lenient policies, perhaps considering annual RVs or increased allowances to support the need. However, through the public hearing process, residents expressed concern about the impacts to infrastructure, life safety, and community character, amongst others. Further, there did not seem to be the same resident support or need for expanded RV allowances during the hearing process. To the public, concerns largely outweighed the benefit of relaxed policies. Ultimately, a proposed ordinance was voted down in Fall 2023.

The Council has requested to revisit the RV policies to address reoccurring issues. It is well documented there are concerns with the application form itself. Further, code enforcement of the existing regulations has been a consistent challenge. The Council may consider a range of amendments, from simple modifications to the application process to reconsidering more impactful portions of the ordinance again, such as length of stay and number of vehicles.

June 18, 2024 Workshop

At the June 2024 workshop meeting, the Council determined staff should revisit the RV ordinance and provided initial direction for revised regulations. Importantly, all RV regulations should be combined into one section, including those relating to both occupied and unoccupied RVs. The Council also agreed regulations should be easy to follow and enforceable. Concern was expressed regarding the enforceability of certain policies such as time limitations. Discussion included how to incorporate inspections, both initial and periodic to ensure correct hook ups and safety. Safety of residents and ensuring tenants are vetted was a repeated discussion topic. Fees and vehicle allowances were also discussed. Consensus regarding the RV allowances would revise existing policies. In sum, Council determined all properties should be able to store at least one RV on their property, regardless of property size. Parcels measuring 2 – 5 acres would be eligible for two (2) RVs and properties more than 5 acres would be eligible for three (3) RVs. There would be no distinction between stored and occupied vehicles.

Public comment included concern regarding the appearance of relaxing regulations and assurance of strong enforcement options. Overall, the public echoed the request to keep the regulations simple but enforceable. Some were concerned with the impact to community character while others were concerned with the impending equestrian community and having regulations in place for that time.

Next Steps

Additional portions of the RV ordinance need review and discussion to provide staff direction, including but not limited to:

- Properties less than 1 acre, RV for storage only? Or, allowed to rent?
- Allowances for bona fide agriculture use / properties without a single-family residence
- Ability to use RV for grooms' quarter and/or caretaker quarter. Ability to compound allowances for RVs, grooms' quarters, and caretaker quarters on one property.
- Permit fees and registration
- Inspections (initial and periodic)



Town Council Discussion

RV Policy

June 18, 2024

Current Regulations

- Must have permanent structure, in AR district
- 180-day limitation
- Permit not available for properties with open code cases
- Allowances
 - None, lots less than 1 acre
 - 1 RV, lots 1 – less than 2 acres
 - 2 RVs, lots 2 acres – less than 10 acres
 - 4 RVs, lots 10 acres or more
- Person utilizing RV must have permanent residence elsewhere
- Non-occupied RVs must be owned or leased by property owner
- Not permitted as storage
- 25' setback requirement
- Utility connections required, must be permitted
- 24-hr notice inspection
- Additional Standards (non-occupied vehicles): A maximum of two commercial or recreational vehicles may be stored on a plot of land without screening, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property.



Revision History

Summer 2023 – public outreach roundtables and resident survey

September 2023

- Sept 7th – Meeting for initial direction
- Sept 19th – First reading of ordinance

October 2023 – Second reading of ordinance

- Item was tabled, no further action taken
- Primary public comment topics: Town character, life safety, infrastructure impacts
- Primary council discussion topics: Ratio and allowance, opportunity for annual permits, permitting and enforcement process.



Revisting RVs || Questions to Address

Define the need, goal, and intent

- **Need:** Equestrian community, Other ag. related need, Affordable housing options, income generation etc.?
- **Intent of update:** clarify regulations, streamline process, offer stronger enforcement mechanism, etc.?

Define the challenges

- Permitting and enforcement
- Proper utility connections and other infrastructure impacts
- Life safety
- Impact to community character
- Perceived and real density
- Etc.

Define the direction

- Amendments to be drafted based upon Council direction



Next Steps:

Pending consensus on direction, schedule supplemental workshop to review components of policy changes.

Policy language to include:

- Eligible properties (zoning, size, principal use requirements)
- Number of vehicles allowed (occupied vs. unoccupied)
- Time allowances (seasonal – define)
- On-site location and screening
- Permitting and application process
- Inspection and enforcement





Town Council Discussion

RV Policy

June 18, 2024



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

Section 20-050 of the Town of Loxahatchee Groves Unified Land Development Code (ULDC) sets forth the Town of Loxahatchee Groves (Town) "Recreational Vehicle Parking Program" (RVPP). A separate application is required for each recreational vehicle (RV) to be parked on property within the Town.

Permit Application: Applications required pursuant to this program shall include:

- Name of property owner, address, and zoning code of property where RV is to be located;
- Name and permanent address of person(s) residing in the RV;
- A 24-hour emergency on-site contact person and contact information;
- Make, model, color, and tag number of RV;
- Approved permits from the Town for electrical, water, and from the Health Department for sewage disposal;
- Name and copy of signed sewage disposal contract with an approved septic vendor covering the permit period; and
- Site plan with designated area for RV parking identified showing location of RV(s) on property including 25' setbacks from all property lines and availability of hook-ups.

Permit Fee: Each RV requires a separate permit. The cost per each RV permit is Fifty Dollars (\$50.00) plus a deposit equal to the annual solid waste assessment for a single residential unit, which is \$450.00. The permit fee is a flat rate per RV for the entire period regardless of number of days used and is not prorated. Upon the end of the 6-month rental period, property will be inspected and if owner is compliant, one-half of the deposit will be returned. Final inspection should be scheduled prior to the end of the 179th day so the inspection can occur immediately.

Permit Period: The RVPP permit is valid for 179 days from date of approval. The permitted RV shall be removed from the property on or before the 179th day. Failure to remove the RV shall constitute a violation and subject the property owner to Code Enforcement action and an administrative fine. The RV must be removed for a period no less than 6 months before a new permit will be issued, except where a parking space was used for a period of less than 6 months, then a permit may be issued for the time period remaining on the originally issued permit for the RV originally permitted.

Limitations: No RVs will be allowed on parcels less than one (1) acre; one (1) RV shall be allowed on parcels consisting of one (1) acre and less than two (2) acres; a maximum of two (2) RVs shall be allowed on parcels consisting of 2 acres and less than ten (10) acres; and no more than four (4) RVs shall be allowed on parcels consisting of ten (10) acres or more.

Parking Area: Areas utilized for the parking of RVs must be identified on the submitted site plan within the required setbacks with the necessary hook-ups available. Property owners may screen parked RVs from neighboring properties.



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

Electrical Hook Up: Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the Town's Building Department. No electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.

Water Hook Up: Water hook up may be a single source with separate hook up at each RV parking spot.

Septic Hook Up: Septic hook up must be permitted and inspected by the Health Department. A copy of the approved permit is required as part of this application.

Approved Septic Vendor: A commercial operation licensed and insured in the State of Florida and permitted by Palm Beach County to conduct sewage removal via pump truck, evidenced by an executed contract by the owner and contractor.

Ground Cover (optional): It is recommended that the section of land directly beneath the RV be covered with an impenetrable surface to guard against spills and leakage seeping into the ground. This may consist of a concrete pad with at least a two-inch raised lip around the entire pad, a tarp with a two-inch raised lip around the entire surface or like materials used to cover the ground.

Property Access: Property owner(s) agree to allow Town representatives access to the property, by appointment, upon 24 hours' notice, to conduct inspections of the areas used for RVPP. Failure to allow inspections will invalidate the permits for RVs under this program and subject the property owner to Code Enforcement action. By submitting this application and signing below, you acknowledge that the Town has the right to inspect the property to verify compliance with the permit, and that a failure to allow such inspection will invalidate the permit and require that the RV be removed immediately.

Site Inspection: A site inspection by a Town representative shall be conducted prior to the issuance of a permit to ensure compliance with the RVPP.

Vehicle Identification Stickers: Upon issuance of the RVPP permit, vehicle identification stickers shall be issued to the property owner. It is the property owner's responsibility to ensure that issued stickers are affixed to approved RVs parked in accordance with this program. The stickers shall be affixed to the lower left of front windshield so to be easily viewed by Town representatives during inspections of the site as well as during drive by of the property. Failure to affix stickers to RVs will invalidate the permit.

Code Violations: RVPP permits will not be issued to persons or on properties that have adjudicated code violations and unresolved penalties associated thereto.



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

Unoccupied RVs/Storage: Pursuant to Article 20, Section 20-010 of the Town of Loxahatchee Groves Unified Land Development Code (ULDC), a maximum of two recreational vehicles may be stored on premises, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property and are not located in any required setbacks, easements, or rights-of-way.

Grooms Quarters: Groom's quarters are permitted on parcels where there are equestrian uses and a stable with 18 or more stalls.

Caretakers Quarters: Caretaker's quarters are permitted on parcels with a bona fide agricultural use designation.

PROPERTY OWNER INFORMATION



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

PROPERTY OWNER NAME _____

PROPERTY ADDRESS _____

PCN _____ PARCEL SIZE (ACRES) _____

ZONING _____ USE CODE _____

OWNER CONTACT INFORMATION:

PRIMARY PHONE _____ CELL PHONE _____

EMAIL _____

24 HOUR CONTACT INFORMATION (ON-SITE RESIDENT):

PRIMARY PHONE _____ CELL PHONE _____

EMAIL _____

APPROVED REGISTERED VEHICLES FOR RENTAL USE

RV # _____

PERMIT # _____ DATE ISSUED _____ AMOUNT PAID \$ _____

OWNER _____

VEHICLE MAKE & MODEL _____

LICENSE PLATE # _____ STATE _____

IF MORE THAN ONE SPACE ALLOWED ON PROPERTY, THIS RV WILL BE IN SPACE # ____.

AUTHORIZED TENANT IDENTIFICATION:

NAME _____

PERMANENT ADDRESS (incl. city & state) _____

DOB _____ SEX _____ RACE _____

DRIVERS LICENSE/ID # _____ STATE _____

INSPECTION REPORT

Evidence of hook-ups indicated by inspector initials and date below:



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

| <u>INSPECTION</u> | <u>INSPECTION DATE</u> | <u>INSPECTOR INITIALS</u> | <u>NOTES</u> |
|----------------------------|------------------------|-------------------------------|--------------|
| ELECTRICAL | | | |
| WATER | | | |
| SEPTIC | | | |
| GROUND COVER (OPTIONAL) | | | |

Other Observations: _____

Building Official Approval

Signature

Date: _____

Print Name

Hold Harmless Clause: Property Owner shall hold harmless the Town of Loxahatchee Groves, its elected and appointed officials, its employees and agents, from and against any and all claims, actions, and



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

judgments, made by any person, corporation, firm, or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the use of the property under this Recreational Vehicle Parking Program, located at:

Loxahatchee Groves, FL 33470,
Print Property Address

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE. FURTHER, I/WE UNDERSTAND THAT THIS APPLICATION BECOMES PART OF THE OFFICIAL RECORD OF THE TOWN OF LOXAHATCHEE GROVES. I UNDERSTAND THAT ANY KNOWINGLY FALSE INFORMATION GIVEN WILL RESULT IN ENFORCEMENT ACTIONS BY THE TOWN.

Signature of Property Owner

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 20____, by _____ (name of person making statement), who ___ is personally known to me or ___ has produced _____ as identification.

(Seal)

Signature of Notary Public
Print, Type/Stamp Name of Notary

.....
For Official Use Only:

PERMIT #: _____

PERMIT APPROVED BY: _____ **Date:** _____

Title: _____

PERMIT DATE ISSUED: _____

REQUIRED REMOVAL DATE: _____

ACTUAL REMOVAL DATE (TBD): _____ (If prior to required date, owner must notify town)



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

ATTACHMENT A – SKETCHED VEHICLE PARKING LAYOUT

(Show and number all RV spaces, storage and/or rental, as well as Groom's Quarters or Caretakers Quarters, on property)



TOWN OF LOXAHATCHEE GROVES
RECREATIONAL VEHICLE PROGRAM APPLICATION
ATTACHMENT B – APPROVED SEPTIC VENDOR CONTRACT

Section 20-050. Recreational vehicles.

- (A) For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated Town Code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:
- (1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than 180 days and shall be required for each recreational vehicle parking space on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;
 - (2) No recreational vehicle shall be allowed on a parcel less than one acre. One recreational vehicle shall be allowed on a parcel consisting of one acre and less than two acres; a maximum of two recreational vehicles shall be allowed on a parcel consisting of two acres and less than ten acres; and, no more than four recreational vehicles shall be allowed on a parcel consisting of ten acres or more;
 - (3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;
 - (4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;
 - (5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.
 - (6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of six months has expired, unless the parking space was initially used for a period of less than six months, then a permit may be issued for the time period remaining on the initial six-month time period;
 - (7) The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow Town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.
 - (8) Recreational vehicles shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification.
 - (9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.
 - (10) Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.
 - (11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.
- (B) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.
- (C) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the Town.
- (D) Requests for such a registration permit shall be submitted in writing to the Town Manager together with such fees, if any, as the Town requires and is set forth in the Town Code.

(Ord. No. 2020-07 , § 2, 3-16-2021)

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SEC. 20-050 “RECREATIONAL VEHICLES” OF ARTICLE 20 – “RESIDENTIAL ZONING DISTRICTS”; AND ESTABLISHING ARTICLE 92 “RECREATIONAL VEHICLES” WITHIN PART III “SUPPLEMENTAL REGULATIONS” WITHIN THE UNIFIED LAND DEVELOPMENT CODE; 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, the Town desires to amend and clarify its regulations relating to Recreational Vehicles (“RVs”) within its adopted Unified Land Development Code (“ULDC”); and

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

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the proposed amendments; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to revise its regulations regarding Recreational Vehicles is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

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

Section 2. The Town of Loxahatchee Groves hereby repeals Section 20-050 “Recreational Vehicles” within Part II, Zoning Districts; and establishes Article 92 “Recreational Vehicles” within Part III Supplemental Regulations; its Unified Land Development Code to read as shown in the attached and incorporated Exhibit A.

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:

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Laura Danowski

Lakisha Q. Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Marianne Miles

**Exhibit A to
Ordinance No. 2023-06**

~~Section 20-050. Recreational vehicles.~~

~~(A) — For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated Town Code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:~~

~~(1) — A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than 180 days and shall be required for each recreational vehicle parking space on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;~~

~~(2) — No recreational vehicle shall be allowed on a parcel less than one acre. One recreational vehicle shall be allowed on a parcel consisting of one acre and less than two acres; a maximum of two recreational vehicles shall be allowed on a parcel consisting of two acres and less than ten acres; and, no more than four recreational vehicles shall be allowed on a parcel consisting of ten acres or more;~~

~~(3) — The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;~~

~~(4) — The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;~~

~~(5) — The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.~~

~~(6) — Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of six months has expired, unless the parking space was initially used for a period of less than six months, then a permit may be issued for the time period remaining on the initial six-month time period;~~

~~(7) — The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow Town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.~~

~~(8) — Recreational vehicles shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification.~~

~~(9) — A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.~~

~~(10) — Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.~~

~~(11) — No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.~~

~~(B) — This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.~~

~~(C) — Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the Town.~~

~~(D) — Requests for such a registration permit shall be submitted in writing to the Town Manager together with such fees, if any, as the Town requires and is set forth in the Town Code.~~

ARTICLE 92 – RECREATIONAL VEHICLES

Section 92-005 – Purpose and Intent

The purpose of this section is to establish standards relating to recreational vehicles (RVs) consistent with State of Florida and Federal law. The Town recognizes the potential safety hazards and other negative impacts associated with the unregulated use of RVs. These standards are designed to allow the use and siting of RVs as set forth herein, while protecting the health, safety, and general welfare of the Town of Loxahatchee Groves. To the extent any provision of in this article conflicts with Florida law, federal law, or any other provision of the Town code, the more restrictive provision shall prevail.

Section 92-010 – Reserved

Section 92-015 – Allowances

(A) General. RVs may be permitted on properties with an Agricultural Residential (AR) zoning designation in accordance with Table 1 below. In no instance shall a property have more than four (4) occupied RVs at any given time. All RVs shall be properly registered with the State and maintained in working order, to meet the requirements of being “Ready for Highway Use” throughout the permit period. “Ready for Highway Use” means the RV is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions. Alternatively, an RV may meet the elevation and anchoring requirements for manufactured homes.

(B) Vehicle Use. Recreational vehicles shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification.

(C) Occupancy. RV occupancy shall not exceed the maximum number of occupants prescribed by the manufacturer.

(D) Unoccupied RVs

Properties in the AR zoning district are permitted to have unoccupied RVs, subject to the following standards:

1. The subject property must have a permanent, principal residential structure.
2. Any unoccupied RV must be owned or leased by the property owner or tenant of the property.
3. Unoccupied RVs shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.
4. Unoccupied RVs shall be routinely operated or maintained by a permanent, full-time resident of the property and shall not be located in any required setback, easement, or right-of-way.
5. Unoccupied RVs may be periodically connected to electric hookups for the purpose of climate control.
6. Property owners with a principal residential structure in the AR district may have temporary guests stay in an RV on the subject property for owned or leased by the property owner up to fourteen (14) consecutive days, four (4) separate times per calendar year. Such use shall not require a permit. However, annually, properties intended to accommodate temporary guests shall file an affidavit confirming compliance with this subsection. RVs occupied by temporary guests shall count toward the total number of RVs allowed per property.

(E) Properties under common ownership, control, or operation. The maximum number of RVs shall apply to adjacent properties under common ownership, control, or operation as determined by the Town Manager, or his/her designee. Mere ownership by separate corporate ownership shall not be sufficient. For example, a 10-acre parcel shall not be subdivided into two 5-acre parcels and be awarded the maximum allowance per parcel unless it is demonstrated each adjacent parcel is under separate ownership, control, and function.

(F) Accessory structures. No accessory structure shall be permitted that directly serves or relates to an occupied RV, including but not limited to an RV port.

Sectio 92-020 – RV Site and Utility Requirements.

(A) Location. No RV site shall be located within any required yard or setback as established by the AR zoning district, nor any easement or right-of-way.

(B) Utility Connections. An occupied RV shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section. A determination of appropriateness shall be made at the time of inspection regarding the size and capacity of on-site wells and septic tanks to meet demands generated by permitted RVs.

1. Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the Town's Building Department. No electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.
2. Water hook ups may be a single source with separate hook up at each RV parking spot. Backflow protection devices shall be installed prior to use.
3. Septic hook up must be permitted and inspected by the Health Department. A copy of the approved permit is required as part of this application. Portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(C) Solid Waste Disposal. The permit holder shall be required to ensure solid waste generated by an occupied RV is disposed of in a manner that keeps the property free and clear of trash and debris. Trash generated by occupied RVs shall be collected by the Town's franchise waste hauler as residential or commercial collection.

Section 92-025 – Permit Requirements

(A) Application.

1. **Complete permit application.** Copies of the required application shall be on file at Town Hall, including all required materials Completed and approved applications shall be required prior to permit issuance.
2. **Plan Drawings.** Location sketch showing RV site with dimensions, availability of hook-ups, and setbacks from all property lines.
3. **Fees.** Application, permit and inspection fees for RVs shall be as listed in the Town's fee schedule and may be amended from time to time.

(B) Permit Required. All occupied RVs shall be located on a permitted RV site.

1. Each RV site requires a separate permit.
2. Permit allocations shall be restricted by Table 1 below.

3. Each RV on a site granted a seasonal or annual permit shall be designated by a Town issued decal, or similar, which shall be visible for inspection.

TABLE 1 – RV PERMITS¹

| <u>Annual Permit</u> | | |
|---|---|--|
| <u>Eligible Property Type</u> | <u>Minimum Property Size</u> | <u>Maximum # RVs</u> |
| <u>Bona fide agricultural property without principal dwelling unit.</u> | <u>5 net acres</u> <u>[total of 5.0 + acres shall be classified as bona fide agricultural]</u> | <u>1</u> <u>[The RV may only be used as a caretaker's quarters or for the purpose of on-site security.]</u> |
| <u>Homestead property with principal single family dwelling unit.</u> | <u>5 net acres</u> | <u>1</u> <u>[The RV may only be used as a guest cottage. An annual RV permit shall not be issued to a property with an existing guest cottage.]</u> |
| <u>Seasonal Permit</u> | | |
| <u>Eligible Property Type</u> | <u>Minimum Property Size</u> ² | <u>Maximum # RVs</u> |
| <u>Property with permitted residential structure; or, Bona fide agricultural property with property owner maintaining permanent residence on subject property throughout the permit period.</u> | <u>1.0 – 4.9 net acres</u> | <u>2</u> |
| | <u>4.9 net acres and larger</u> | <u>4</u> |
| <p>1 <u>For minimum property size purposes, required lot area shall be measured using the portion of the property that is designated as bona fide agriculture. For example, if 3 acres of a 10-acre parcel are designated as bona fide ag., the maximum seasonal permit allowance shall be 2 RVs.</u></p> | | |

(C) Permit Period.

1. **Seasonal Permit.** A seasonal permit shall be valid for 179 days from the first date of site occupation noted in the permit application. From the first date of occupation, the maximum time limitation of 179 days shall apply regardless of changes to, or discontinuance of, occupation on the site throughout the permit period.

2. **Annual Permit.** An annual permit shall be valid for 365 days from date of issuance.

(D) Inspections Required.

1. **RV Site Inspection.** Prior to permit issuance, the Town shall inspect all proposed sites intended for use by an occupied RV. The site inspection shall ensure proper location, site design, and the availability of required utilities.
2. **RV Utility Connection Inspection.** Prior to site occupation and final permit issuance, all RV utility connections shall be inspected and permitted as required by the Town and any other pertinent agency.
 - i. In the case the RV intended for occupation is on-site at the time of the Site Inspection, the required Site and Connection Inspections may be done concurrently.
 - ii. Changes to the RV vehicle on a permitted site shall require a corresponding Connection Inspection to ensure correct hook-ups. Such re-inspection may result in additional inspection fee.
3. **Annual Permit Inspections.** Annual permits shall require bi-annual Site and Connection Inspections. Bi-annual inspections shall generally occur on a six (6) month basis. At this time, if the property is located within a Special Flood Hazard Area, the designated Town official shall determine compliance with the requirements noted in Table 1.

(E) Expiration. Upon expiration of the registration permit, the RV site shall remain free of occupied RVs until such a time as another permit is issued for the site. RV sites used on a seasonal basis shall not be issued another seasonal permit until a minimum time period of six (6) months has passed. Within seven (7) calendar days of the permit expiration, the permit holder shall submit a Close-Out Affidavit to Town Hall confirming the RV site is vacant as required.

(F) Extensions. Under special circumstances, Seasonal Permits may be administratively extended by the Town Manager or his/her designee for up to an additional twenty (20) days so long as an RV on the permitted site meets the FEMA requirements for “Ready for Highway Use” as defined in Table 1. To be granted such an extension, the permit holder must establish good cause.

(G) Maintenance. Properties shall be maintained in accordance with Article 45 of the Unified Land Development Code.

Section 92-030 – Enforcement.

- (A) **Violations.** It shall be unlawful to use or possess an RV in violation of this article. Each additional RV used or possessed in violation of this this article shall constitute a separate violation. Each day a violation exists shall constitute a separate violation.

- (B) **Enforcement and Penalties.** Violations of this article are subject to the enforcement procedures and penalties in chapter 162, Florida Statutes, and chapter 14 of the Town code. In addition to the foregoing, violations may be subject to any other means of enforcement allowed by law.

- (C) **Effect on Permit Issuance/Renewal.** In addition to the penalties set forth in subsection (B) above, the Town may deny issuance or renewal of a permit after a finding of violation of this article.

**TORCIVIA, DONLON,
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Jennifer H.R. Hunecke
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Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Daniel Harrell, Of Counsel

April 11, 2024

VIA ELECTRONIC MAIL ONLY

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

RE: Reimbursement of Attorney's Fees

Dear Francine:

You have requested advice from our office regarding reimbursement to Council Members for attorney's fees related to defense of alleged ethics violations. There are several provisions that provide for the defense of public officials and reimbursement of costs and attorney's fees expended for such defense. This letter lays out each of those provisions and how they may be applied to such requests.

Section 2-54 of the Town's Code of Ordinances provides for indemnification of municipal officers for losses and expenses incurred in the defense of disputes, proceedings, or litigation against the official for actions taken by the official. The action of the official that is cause of the dispute, proceeding, or litigation must be based on the official's performance of or be in connection with the official's performance of official duties on behalf of the Town. Though the use of "dispute, proceeding, or litigation" is broader than the statutory use of "civil action", it appears that Section 2-54 of the Code is intended to implement statutory immunity obligations of the Town.

Section 111.07, Florida Statutes, requires the municipality to reimburse an official for court costs and reasonable attorney's fees for the defense of civil actions for damages or injury as a result of the official's actions or inactions in performance of the official's public duties and the official is the prevailing party in the action. The court in *Chavez v. City of Tampa*, 560 So. 2d 1214, 1215 (Fla. 2nd DCA 1990) held that alleged ethics violations are not "civil actions" and thus not covered under this statutory provision for reimbursement.

Ms. Francine Ramaglia, Town Manager
 Town of Loxahatchee Groves
 April 11, 2024
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Common law in Florida also provides an opportunity for public officials who are wrongfully accused of violations of duty to recover private attorney's fees upon successfully defending accusation. In *Chavez*, the court discussed conditions for such reimbursement, stating that "[t]he conditions that must be satisfied for a public official to be compensated for legal defense expenditures are that the lawsuit arise from (1) the performance of the officer's *official duties* and (2) while serving a *public purpose*." emphasis included. (*Chavez* at 1218 citing *Lomelo v. City of Sunrise*, 423 So.2d 974, 976 (Fla. 4th DCA 1982)). The court held that while defense of ethics violations may be recoverable under common law, if the vote of the official that formed the basis of the alleged ethics violation included any private interest, it would not "serve a public purpose" and would not be eligible for reimbursement even if the commission on ethics found there was no ethical conflict of interest. *Chavez* at 1218. Common law reimbursement of attorney's fees is not awardable by the governing body of the municipality. Rather, such reimbursement must be awarded by the court. (*E. Cent. Reg'l Wastewater Facilities Operation Bd. v. City of W. Palm Beach*, 659 So. 2d 402, 404 (Fla. 4th DCA 1995) and *Webb v. School Bd. Of Escambia County*, 1 So. 3d 1189, 1191 (Fla. 1st DCA 2009)). It is also important to note that the time spent establishing the official's eligibility for reimbursement is not recoverable. *Leon County v. Stephen S. Dobson, III, P.A.*, 957 So. 2d 12, 12 (Fla. 1st DCA 2007).

For reimbursement, the official must be the prevailing party in the action. A dismissal of the claim does not automatically allow for reimbursement. The reason for the dismissal must be taken into account. The court in *Walter D. Padow, M.D., P.A. v. Knollwood Club Ass'n*, 839 So.2d 744, 745 (Fla. 4th DCA 2003), held that voluntary dismissal on the basis that a continuation of the action would be a waste of resources does not result in a prevailing party who is entitled to reimbursement of attorney's fees.

Chapter 2, Article V, Division 8, of the Palm Beach County Code of Ordinances sets forth the procedures and authority of the Palm Beach County Commission on Ethics for handling ethics complaints. All complaints are investigated for legal sufficiency and, if legally sufficient, a preliminary investigation is performed to determine probable cause to believe that a violation has been committed. If no probable cause is found, the Commission dismisses the complaint. Section 2-260.3 of the County Code provides the Commission with the authority to dismiss ethics complaints on the following grounds: (1) if the Commission or hearing officer determines the public interest would not be served by proceeding further; (2) if the Commission or hearing officer determines that the alleged violation was inadvertent, unintentional, or insubstantial. The Commission's public report or order must state with particularity the reasons for dismissal. Section 2-260.4 of the County Code provides for dismissal of frivolous or groundless complaints, including a provision that the complainant must pay attorney's fees.

The Commission's dismissal on the grounds that the public interest will not be served by proceeding further is akin to a voluntary dismissal on the grounds that the continuation of the action would be a waste of resources. The Commission's dismissal on the grounds that the alleged violation was inadvertent, unintentional, or insubstantial, is reminiscent of the findings in the *Chavez* case. In either instance, the courts have held that under such circumstances, the alleged violator is not eligible for reimbursement of attorney's fees.

Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves
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It is our understanding that the Town does not have a policy on reimbursement of attorney's fees. The Town could adopt a policy on reimbursement that allows for reimbursement of attorney's fees for alleged ethics violations any time the complaint is dismissed, regardless of the reason. Without such policy, it is our opinion that a Council Member seeking reimbursement for attorney's fees related to an alleged ethic violation must file such a claim with the court under the common law.

If you have any questions regarding the reimbursement of attorney's fees, please contact me.

Sincerely,



Glen J. Torcivia

RESOLUTION NO. 2024-____**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A POLICY FOR REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS INCURRED BY TOWN OFFICIALS, ADVISORY BOARD MEMBERS AND EMPLOYEES IN SUCCESSFULLY DEFENDING ETHICS COMPLAINTS.**

WHEREAS, from time to time municipal public officials, advisory board members and employees are required to retain the services of a private attorney to defend against complaints brought pursuant to the State Code of Ethics or the Palm Beach County Code of Ethics; and

WHEREAS, numerous municipalities and Palm Beach County have adopted policies authorizing reimbursement of attorneys' fees and costs incurred in successfully defending ethics complaints filed against public officials, advisory board members and employees; and

WHEREAS, the Town Council desires to adopt a reimbursement policy for its public officials, advisory board members and employees; and

WHEREAS, the Town Council has determined that such reimbursement 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 recitals are hereby affirmed and ratified.

SECTION 2. The Town Council hereby adopts the reimbursement policy attached to this resolution as Exhibit A.

SECTION 3. This Resolution shall become effective immediately upon adoption.

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

| | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| 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"/> |
| ROBERT SHORR, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LAURA DANOWSKI, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PHILLIS MANIGLIA, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS __ DAY OF _____ 2024.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Anita Kane

Vice Mayor Margaret Herzog

Councilmember Robert Shorr

Councilmember Laura Danowski

Councilmember Phillis Maniglia

EXHIBIT A

REIMBURSEMENT POLICY FOR DEFENDING ETHICS COMPLAINTS

AUTHORITY

This Reimbursement Policy is authorized by Resolution No. 2024-__ POLICY

STATEMENT

It is the policy of the Town Council to have a method in place for processing requests for reimbursement of attorney's fees and costs expended in successfully defending ethics complaints. This policy applies to present and former Town public officials, employees, agents and board appointees.

PURPOSE

To establish a policy for reimbursement of present and former Town public officials, advisory board members, employees, and agents for reasonable attorneys' fees and costs incurred in successfully defending or prevailing in an action concerning the Florida Code of Ethics and the Palm Beach County Code of Ethics. This policy is intended to apply prospectively.

SECTION 1. DEFINITIONS

- A. **Reasonable Attorney's Fees** shall mean fees earned by an attorney or attorneys licensed to practice law in the State of Florida, based on the customary hourly rate charged in Palm Beach County Florida, for similar work performed by private non-appointed attorneys within the County.
- B. **Successfully Defend or Prevail** shall mean the dismissal any or all counts, charges, and/or allegations regardless of the reason; the finding of not guilty; a verdict in favor of the persons covered herein; or a letter of instruction issued in lieu of the finding of a violation. A failure to successfully defend or prevail against one or more counts, charges and/or allegations shall not affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the officer or employee prevailed.

SECTION 2. REIMBURSEMENT OF ATTORNEY'S FEES AND COSTS

Subject to Section 6, the Town Council shall reimburse present and former Town officials, public officers, employees and agents, including appointees to boards and committees, for the reasonable attorney's fees and costs incurred by them after successfully defending or prevailing in actions concerning the Florida Code of Ethics, chapter 112, part III, *Florida Statutes*, or the Palm Beach County Code of Ethics, as either may be amended from time to time provided that such actions arose out of and in connection with their official duties and serves a public purpose. The decision to make payment shall be subject to final approval by the Town Council and appropriate budget allocation.

SECTION 3. REQUEST FOR REIMBURSEMENT

Any person who believes that he or she is entitled to payment for reasonable attorney's fees and costs pursuant to the provisions of this policy shall first notify the Town through its Attorney in writing, within ten (10) days of retaining private counsel. Notification shall include the reason for retention of the private attorney and shall include a copy of the fee agreement or engagement letter. Thereafter, should fees and costs exceed \$10,000, such person shall immediately notify the Town Attorney in writing that the threshold has been exceeded and shall establish good cause therefore.

At the conclusion of the matter, the person requesting reimbursement shall file a written request for reimbursement of such fees or costs with the Town Attorney. This request shall set forth the following information:

- A. The name and current address of the person making the request;
- B. A description of the entity that conducted the investigation or proceeding;
- C. Case number or file number, if known or available;
- D. A description of each count, charge, or allegation made or investigated;
- E. The date(s) that the incidents are alleged to have occurred;
- F. The person's office or position of employment with the Town on the dates described in paragraph E above;
- G. The reasons why such person believes that the request meets the criteria set forth in this policy, and reasons why his or her fees and costs should be reimbursed by the Town;
- H. The name, address and telephone number of the attorney or attorneys who represented such person against the counts, charges or allegations described in paragraph D above;
- I. A copy of the fee arrangement or agreement between the person and his or her attorney, the amount of attorney's fees and costs paid for defense against the counts, charges, or allegations described in paragraph D above; and
- J. Such other information as the Town Council or the Town Attorney may reasonably require.

SECTION 4. NOTICE

The Town Council shall be advised by the Town Attorney of receipt of a written request for reimbursement of attorney's fees and costs, as set forth in Section 3 above. The Town Attorney may request such additional relevant information from the applicant as deemed necessary to a full evaluation of the claim.

SECTION 5. INSURANCE

Prior to presenting any request for reimbursement of attorney's fees and costs, the Town Attorney shall determine whether coverage for such amounts is afforded by any policy of insurance carried by the Town. Only those sums not paid by any policy of insurance carried by the Town shall be presented to Council.

SECTION 6. DISCIPLINE AND TERMINATION PROCEEDINGS

This policy does not address or pertain to employee discipline or termination proceedings. In the event such discipline or termination proceedings occur concurrently with the issues or proceedings described above, such discipline or termination proceedings shall not affect the application of this policy to the above described non-discipline or non-termination issues or proceedings.

SECTION 7. RIGHT TO REPRESENTATION FOR OFFICIAL DUTIES

This policy is in addition to and is not intended to replace all common law rights of public officials and employees to legal representation at the public expense for litigation arising out of the performance of their official duties while serving a public purpose.

SECTION 8. APPLICABILITY TO PROCEEDINGS FILED PRIOR TO EFFECTIVE DATE

This policy shall apply to alleged ethics violations filed in any judicial or administrative tribunal on or after the date of adoption of this Policy.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: July 2, 2024
SUBJECT: Updates, Items of Interest and Future Agenda Items

Proposed Upcoming Town Council Meeting Schedule:

- July 16, 2024 (Drainage workshop Part II)
- August 6, 2024
- September 3, 2024 (1st Budget Hearing)
- September 18, 2024 (2nd Budget Hearing)
- October 1, 2024
- November 5, 2024
- December 3, 2024

HR Manual Update:

The Human Resources manual has undergone extensive review over the past two years, involving multiple sessions with staff and legal to ensure its legal adequacy and alignment with council direction. The revised document (which has been reviewed by legal at least 6-7 times) has been meticulously scrutinized for grammatical accuracy, consistency in defining terms such as "family," and has been restructured/reformatted to enhance readability and coherence. Notable updates include the incorporation of changes in policies such as the volunteer policy as approved by the Council, as well as updates to meet current legal requirements, such as those pertaining to conceal and carry laws.

The document has been distributed to Council and individual meetings with Mr. Torcivia and myself are being scheduled over the next couple of weeks to address any questions or concerns you may have. There are 2 issues that we would like to revisit with Council-- Jury duty and bereavement leave policies. All other items directed by council have been included and addressed. We look forward to our discussions and finalizing our updated HR Manual at the August 6, 2024 meeting

Direction on Individual Council Requested Items:

Agenda:

- Village of RPB drainage issue

Workshop:

- Budget workshops



155 F Road Loxahatchee Groves, FL 33470

- Intersection Improvements at B & Southern
- Code/Bldg. Part II

Additional Planning items not included in attached May 7th memo:

- Potential Applications:
 - 15211 Okeechobee Boulevard – Daycare
 - 14048 Okeechobee Boulevard – TLC
 - 15550 Okeechobee Boulevard – Vested Rights
 - Briar – Soccer Academy
 - Church expansion (community)
- Other Matters:
 - Receiver sites
 - Conservation easements
- Committee Assignments:
 - Sign Code
- Potential Site Plan Amendments:
 - Brightview
 - Big Dog Ranch – Sanctuary/Site Plan Amendment

Future Agenda Items:

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings for the next several months:

| | |
|--------------------------------|---|
| July 2, 2024 | <ul style="list-style-type: none"> – Preliminary Millage and Assessment Rates – EAR 2nd Reading – Comp Plan Data & Analysis Resolution – School District Cooperative Planning Agreement – Discussion Town Council's Participation on Government Committees/Voting Delegates for FLC – Discussion on Adopting a Policy for Reimbursement of Attorney's Fees – Presentation by Gina Lawrence of the MGO Software (Permits, Code, Zoning, PW & LBTR modules) |
| Workshop Discussion July 16 | <ul style="list-style-type: none"> – FEMA Requirements for FDA/Culvert Ordinance/Revisions to ULDC Section 26 – Budget discussion |
| August 6, 2024 | <ul style="list-style-type: none"> – Legislative Update: Lobbyists, Roth, Harrell – Presentation on PBSO Behavioral Services Program – Quarterly Reports – HR Manual Update <p>Piggybacks:</p> <ul style="list-style-type: none"> – Murray/Logan (dredging) – Hinterland (Culvert Clearing) |



Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

| | |
|--------------------|--|
| | <p>Best Interest Contracts:</p> <ul style="list-style-type: none">– Fleet Maintenance– Signs– Gas Tax map adjustments including Hopkins request– List of Pre-approved Easements for FY 2025 Paving Plan– Acceptance of Easements (including Brian McNeil)– Lake Worth Piggyback approval– Johnson Davis work authorization for culvert at 24th & F and for continuing rip/rap work– Traffic InterLocal with Palm Beach County (if possible)– Renewal of Lobbyist Agreement– 1st Reading – RV Ordinance– 1st Reading – FDA/Culvert Policy Revisions– CERT Agreement Renewal– LPR/Camera Program Policy– Use of Logo Policy– Discussion on Ex-Parte Policy – Mayor Kane requested– Discussion of Townwide Traffic & Road Standards– Discussion of Tree Removal/Land Clearing (Section 87) and current Tree Mitigations in progress for Development– Discussion of Special Events/Special Uses– Discussion of Livestock Waste/BMPs |
| September 3, 2024 | <ul style="list-style-type: none">– 1st Budget Hearing– 1st Reading – Ordinance FY 2025 CIP– 2nd Reading – RV Ordinance– 2nd Reading – FDA/Culvert Policy Revisions– Annual District Landowners' meeting– Adoption of FY 2025 Meeting Calendar– Agritourism Committee recommendations– Conveyance of County ROW at Intersection of E and Okeechobee– Qualifying Dates |
| September 18, 2024 | <ul style="list-style-type: none">– 2nd Budget Hearing– 2nd Reading – Ordinance FY 2025 CIP– Adoption of FY 2025 Special Events & Calendar– Discussion of Certificate of Use– 1st Reading Qualifying Dates– 1st Reading Ex Parte Communications |



Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

| | |
|-----------------|---|
| October 1, 2024 | <ul style="list-style-type: none">– Presentation on Sunshine Law, Public Records Law & Ethics Law by Torcivia, Donlon, Goddeau & Rubin PA– Award of Bids for Roads & Drainage– Award of Culvert Bid– 1st Reading - Agritourism– 1st Reading – Tree Removal/Land Clearing (Section 87)– 1st Reading – Livestock Waste/BMPs– 1st Reading – Townwide Traffic & Road Standards– 1st Reading – Special Events/Special Uses– 2nd Reading – Qualifying Dates– 2nd Reading – Ex Parte Communications– Discussion of Non-Conformities & Unrecorded Plats– Deletion of Historical Legacy (Jim/TA) |
| November 2024 | <ul style="list-style-type: none">– 1st Reading—Non-conformities & removal of historical legacy– 2nd Reading - Agritourism– 2nd Reading – Tree Removal/Land Clearing (Section 87)– 2nd Reading – Livestock Waste/BMPs– 2nd Reading – Townwide Traffic & Road Standards– 2nd Reading – Special Events/Special Uses– Discussion of assessment methodology |

The above is primarily an ordinance/resolution driven priority list and does not really account for any of the contracting and other work of the Town. Some of the other items not on the list include Development and Planning applications (see attached) follow up items from workshop discussions, NPDES Compliance, Assessment Methodology adoption, etc. We may need to space things out a bit more and we continue to implement a more complete agenda tracking system.

Upcoming Town Events:

- Community Picnic
- Back to School (backpack drive)
- Veterans Parade & Ceremony
- Holiday Gratitude Food Drive
- Western Communities Holiday Parade

Recommendation:

Review, discuss and direct Staff.