

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL FINAL BUDGET AND REGULAR MEETING AGENDA
SEPTEMBER 19, 2023

Community Discussion Meeting 6:00-6:30 PM (Non-Agenda Items Workshop)



Laura Danowski, Mayor (Seat 2)

Phillis Maniglia, Councilmember (Seat 1)

Robert Shorr, Vice Mayor (Seat 4)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

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 the 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. An 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 on the 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 live-streamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATION

1. Presentation from Ashbritt, Inc. (Debris Site/SWA designated Facilities) update.

CONSENT AGENDA

2. Consideration of **Resolution No. 2023-60** Approving the Removal and Replacement With Waiver of Specimen Trees at 14717 Collecting Canal.
3. Report and Ratification of Road Materials Purchased from Palm Beach Aggregates for Emergency Road Rebuilding Equal to or Greater Than \$25,0000.

FINAL BUDGET HEARING AND PUBLIC HEARING (Quasi-Judicial)

4. Pursuant to F.S. 200.065(2)(d) & (e), the following announcement must be made:
"The Town of Loxahatchee Groves, Florida's rolled back rate is 2.5359, the percentage increase in property taxes for Fiscal Year 2022/2023 is 18.3% and the Town's millage rate to be adopted is 3.00 mills".
 - a. Consideration of **Resolution No. 2023-63** Adopting the Final Millage Rate for FY 2023-2024.
 - b. Consideration of **Resolution No. 2023-64** Adopting the Final Budget for FY 2023-2024.
5. Consideration of **Ordinance No. 2023-04** on Second Reading Approving the Capital Improvement Plan (CIP).
6. Consideration of **Resolution No. 2023-62** Approving Alternate Offsite Location of the Lockhart Fire Hydrant/Water Line to the Yees Corp Property.

DISCUSSION

7. Update on Canal Bank Stabilization and Roadway Paving/Repairs.
8. Discussion and Consideration of **Ordinance No. 2023-06** Adopting Revised Recreational Vehicle Program Requirements.
9. Discussion of Agricultural and Agritourism.

TOWN STAFF COMMENTS

Town Manager
Town Attorney
Public Works Director
Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Marianne Miles (Seat 3)
Councilmember Margaret Herzog (Seat 5)
Councilmember Phillis Maniglia (Seat 1)
Vice Mayor Robert Shorr (Seat 4)
Mayor Laura Danowski (Seat 2)

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 it out completely with your full name and address so that your comments can be entered correctly in the minutes and given 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 comments. 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 accommodation in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item #1

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: September 19, 2023
SUBJECT: Presentation from Ashbritt, Inc. (Debris Site/SWA designated Facilities)

Background:

Brian Thomason with Ashbritt and John Archambo, retired solid waste expert, will provide and update on possible debris management sites in the Town. While they have looked at a number of properties, they are in the process of getting FDEP and Solid Waste Authority approval of their efforts relative to one property that fronts on Southern Boulevard at this time. They have shared the attached the Letter of Intent from Steve Braswell with Brown Landholdings, Inc. He is the owner of the property at 248 C. Road and has agreed to provide the approximately 16-acre parcel for use as a temporary Debris Management Site.

Staff and legal are looking at the type of application and approval for the emergency management use; it may or may not be considered essential services under our current code yet it may fit as a special exception if conditioned appropriately.

Recommendation:

Council input and feedback with direction to proceed.

To Whom It May Concern:

Brown Landholding, Inc. authorizes the use of the property at 248 C. Road, Loxahatchee Groves, FL, as a temporary debris management site (DMS) for AshBritt, Inc. in the event of a major disaster event. The site has approx. 16 usable acres that would be made available.

Regards,



Steve Braswell Pres. 8/18/23



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #2

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: September 19, 2023
SUBJECT: Consideration of Resolution No. 2023-60 approving the Removal and Replacement with Waiver of Specimen Trees at 14717 Collecting Canal

Background:

The property owner of 14717 Collecting Canal is in process of obtaining an agricultural exemption. Concurrently, they have applied for a site clearing permit that includes specimen trees as well as other native trees for which they have paid the requisite tree mitigation fees (\$12,515) that the Town will hold in escrow until such time as the exemption is granted by the County. They have also provided, and we have recorded, a Declaration of Restricted Covenant which requires the bona fide agricultural use code to be granted no later than September 30, 2024.

This item is a follow up to the property owner visit to the resident workshop prior to the September 5th Council meeting using the process described at that meeting.

The attached memo explains the application process and the code requirements for removal of specimen trees to be approved by Council. This application demonstrates that the process works to save the canopy as they actually are keeping almost all the trees on the property including an oak 5 feet in diameter and they also have redesigned the site so that they are only clearing what they absolutely have to in order to fit a smaller than originally planned ring, house, barn and fence.

Recommendations:

Motion to approve **Resolution No. 2023-60** approving the removal and replacement with waiver of specimen trees at 14717 Collecting Canal

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-60

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

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

WHEREAS, Natalie and David Bass (Owners) own property within the Town located at 14717 Collecting Canal (Property); and

WHEREAS, the Owners desire to remove four (4) native specimen oak trees from the Property in accordance with a submitted Vegetation Removal Permit Application; and

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

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

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

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

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

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

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

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

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

Resolution No. 2023 – 60

MARIANNE MILES, COUNCILMEMBER

MARGARET HERZOG, COUNCILMEMBER

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF SEPTEMBER 2023.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

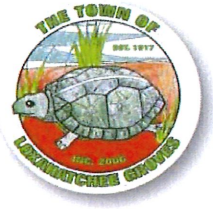
APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Margaret Herzog



Town of Loxahatchee Groves

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

TO: Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

FROM: Jim Fleischmann
Town Planning Consultant

RE: 14717 Collecting Canal Specimen Tree Report

DATE: September 11, 2023

The owners of the property located at 14717 Collecting Canal, Natalie and David Bass, have received an administrative approval of a Residential Vegetative Clearing Exemption Acknowledgement and Waiver to remove specified native trees. In addition, they have filed a Vegetation Removal Permit Application (Application) to remove additional native trees on the property in preparation for the assignment of an Equestrian bona fide agriculture Use Code by the Palm Beach County Property Appraiser. The Application includes the proposed removal of native specimen trees.

Mr. and Mrs. Bass have worked diligently with staff to design the proposed facility in a manner to preserve native trees to the maximum extent while implementing the proposed equestrian complex.

Per ULDC Section 87-035(C) (2) (i), specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To satisfy this requirement, the following data is extracted from the tree survey prepared by Stormwater J Engineering:

A. Inventory of Trees on the Property:

Total of 104 with a DBH of 2 inches or more. Of the total, removal of 54 trees is permitted by the Exemption and Waiver.

B. Native Trees Subject to the Vegetation Removal Permit:

Total of 44, according to the following distribution by species: Palms – 21; Oak – 14; Pine – 5; Cypress; 3; and Black Olive – 1.

C. Native Specimen Trees Subject to the Vegetation Removal Permit:

Total of 20, according to the following distribution by species: Oak – 14; Pine 4; and Cypress – 2.

D. Native Specimen Trees to be Removed:

Total of 4, all of which are Oaks.

A proposed site plan indicating the location of the proposed bona fide agriculture equestrian facility is attached. All four of the Specimen Trees to be removed are located in Sand Riding Arena.

Jerry Renick, MS. CEP, an ISA Certified Arborist, accompanied Town Staff on an inspection to determine the health and condition of several of the specimen trees. As a result of the inspection, it was determined that 7 of the specimen trees meet the definition of a hazard tree. Per the acknowledged Residential Clearing Exemption, hazard trees can be removed without mitigation.

A Tree Removal Permit Affidavit shall be filed with the Town and a Declaration of Restrictive Covenant shall be recorded in the Public Records of Palm Beach County, on Town approved forms, limiting the parcel to agriculture use, and requiring the parcel owner to mitigate in accordance with the Tree Replacement Tables in Attachment C of the Vegetation Removal Permit at the time of a change to a non-agricultural use.

Per ULDC Section 87-035 (D) *Mitigation*, Section (4) *Agricultural Mitigation*, a cash payment in the amount of \$12,515 has been deposited with the Town of Loxahatchee Groves to cover the tree removal Plant Cost in the event that the bona fide agriculture Use Code is not assigned by the Palm Beach County Property Appraiser during the 2023 application period. Per ULDC Section 87-035(D) (4) (b), upon assignment of an agriculture Use Code, \$12,265 shall be refunded to the owners.

Respectfully submitted,



Jim Fleischmann
Town Planning Consultant

Attachments:

1. Residential Vegetative Clearing Exemption Acknowledgement and Waiver Approval
2. Ecotone Services Groves Town Center Site Inspection Report dated August 28, 2023
3. Site Plan identifying the locations of Specimen trees to be removed.



Town of Loxahatchee Groves

155 F Road, Loxahatchee Groves, Florida 33470

Phone (561) 793-2418

Fax (561) 793-2420

**RESIDENTIAL VEGETATIVE CLEARING EXEMPTION
ACKNOWLEDGEMENT & WAIVER APPROVAL**

Date Received	August 1, 2023
Master Process Number	684261
Fee Paid \$250.00	Yes; Check # 4186
Fee Receipt Number	Order # 577507

General Data

Project Name	Bass Tree Removal for Equestrian Uses
Property Location Address	14717 Collecting Canal road
Parcel Control Number(s)	41-41-43-17-01-301-0060
Property Use Code (staff to complete)	0100 – Single-Family
Description of the Work to be performed	Remove vegetation for development of an equestrian facility

Site Data

Current Land Use	RR 5 – Rural Residential 5
Current Zoning	AR – Agricultural Residential
Number of Acres	2.5
Parcel Cleared	Yes Partial If yes, date cleared: Unknown (previous owner)
Reason for Clearing	

Owner Information

	Owner A	Owner B
Name	Natalie Bass	David Bass
Street Address	11882 Tilden Place	11882 Tilden Place
City, State, Zip	Wellington, FL 33414	Wellington, FL 33414
Phone Number	(561) 232-9093	(561) 232-9093
Email Address	natinlv@cox.net	natinlv@cox.net

Agent (If Other Than Owner)

	Agent
Name	Derek Discounts, Discount Development Group, inc
Street Address	8396 Arrowhead Drive
City, State, Zip	Lake worth, FL
Phone Number	(561) 452-7483
Email Address	Discountdevelopment group.com
Type (Lessee, Contract Purchaser, Other)	Contractor



Town of Loxahatchee Groves

155 F Road, Loxahatchee Groves, Florida 33470

Phone (561) 793-2418

Fax (561) 793-2420

Person or Firm to Perform Vegetation Removal

Name	
Organization/Company	A & E Land Clearing
Street Address	7040 Seminole Pratt Whitney Road
City, State, Zip	Loxahatchee, FL 33470
Phone Number	(561) 784-8525
Email Address	Aelandclearing.wixsite.com
Relationship to Property	Sub-Contractor

Required Attachments

- Attachment A – Applicants Ownership Affidavit
- Attachment B – Agent Consent Form
- Attachment C – Vegetative Clearing Statement of Exempt Activities
- Attachment D – Requested AR District Waivers (Indicate Location on Site Plan)
- Attachment E - Site Plan Including the locations of Waivers
- Attachment F – Category 1 Invasive Plant Species
- Attachment G – Native Trees and Palms

Conditions of Exemption Acknowledgement and Waiver Approval

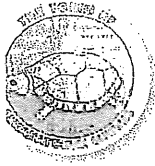
1. The Exemption, per the attached Vegetative Clearing Statement of Exempt Activities (Attachment C), is hereby acknowledged.
2. The Waiver, per the attached AR District Waivers (Site Plan and Attachment D) is granted.
3. Prior to any clearing activity, the Town's Public Works Department (PWD), located at 101 West D Road (Tel. No. 561-807-6671) shall be contacted to determine if a Floodplain Development Application (FDA) is required. If an FDA is required, no clearing shall be commenced until an FDA is issued by PWD.
4. The Town, at the discretion of the Town Manager and upon notification of the Property Owner, may require a pre and/or post-clearing inspection of the property by Town staff. A cost recovery fee may be charged by the Town to cover the cost of the inspection.
5. The Person or Firm to perform the clearing activity shall notify both Town Administration and Public Works Departments, by email, of the date and time a minimum of 24-hours prior to its commencement. Town Administration shall be contacted at permits@loxahatcheegrovesfl.gov and Public Works shall be contacted at mmatos@loxahatcheegrovesfl.gov.
6. The Person or Firm to perform the clearing activity shall have a copy of this Vegetation Clearing Exemption Acknowledgement and Waiver Approval in his possession at all times during the course of the vegetation removal activity or activities per Attachments C and D.

This permit does not become valid until signed by an authorized representative of the Town of Loxahatchee Groves and compliance with Conditions of Approval 3, 5 and 6, above, as acknowledged below:

Jim Fossil
Planning and Zoning Official

Date: 8/21/23

Exemption Acknowledged and Waiver Granted or Denied



Town of Loxahatchee Groves

155 F Road, Loxahatchee Groves, Florida 33470

Phone (561) 793-2418 Fax (561) 793-2420

Attachment C - Vegetative Clearing Statement of Exempt Activities

Section 87-020 of the Town of Loxahatchee Groves Unified Land Development Code lists 14 activities that a exempt clearing activities. Please indicate which of the following exempt activities you will be performing by initialing to the left of the appropriate description:

Table with 14 rows of exempt activities. The first column contains checkmarks for: Dead and hazard trees, Removal of prohibited invasive non-native and dead trees, and Removal of trees within a sight distance triangle.

By signing below I affirm that any vegetative clearing/altering activities carried out on the property located at 14777 Collecting Canal will not deviate from the proposed activity as specified above. Further, I acknowledge that any activities regulated under Section 87-015 will require a General or Vegetative Permit.

Natalie Bass
Signature

8/1/13
Date



Town of Loxahatchee Groves

155 F Road, Loxahatchee Groves, Florida 33470

Phone (561) 793-2418

Fax (561) 793-2420

Attachment D – AR District Waivers

Section 87-025 of the Town of Loxahatchee Groves Unified Land Development Code lists seven activities in the Agricultural Residential (AR) zoning district that may be granted a mitigation waiver. Please indicate which of the following mitigation waivers you are requesting by initialing to the left of the appropriate description. Indicate the location of each requested waiver on the Site Plan (Attachment A).

<input checked="" type="checkbox"/>	The minimal removal of native trees or understory necessary to install a fence, provided that the path cleared for the fence does not exceed five feet in width, with an additional five feet, not to exceed a total of ten feet, in cases where a total of five feet is not physically possible, as determined by Town staff
<input checked="" type="checkbox"/>	Clearing required for the house pad and attached structures, the septic system, driveway and a 50-foot cleared buffer area around the house
<input checked="" type="checkbox"/>	Clearing required for building accessory structures, including a 30-foot cleared buffer around such structures
<input checked="" type="checkbox"/>	Pruning and removal of trees within a utility easement, for maintenance and where the trees are interfering with services provided by a utility, including public utility, water control, water management, and road right-of-way activities within utility and drainage easements.
	Wetland mitigation or enhancement activities conducted pursuant to a permit from the South Florida Water Management District or the Florida Department of Environmental Protection under Chapter 62-312, F.A.C. as amended. A copy of the permit shall be attached to the Waiver granted by the Town.
	Parcels of land shall be allowed to remove overgrown herbaceous understory vegetation to preserve tree canopy in areas where natural fire has been suppressed and where a prescribed burn would not be feasible.
	One-time removal of up to five non-specimen native trees on an existing developed property.

By signing below I affirm that any additional vegetative clearing/altering activities regulated under Section 87-015 carried out on the property located at 14717 collecting canal which deviate from the proposed activities as specified above will require a General or Vegetative Permit.

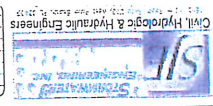
Natalie Bass

Signature

8/1/24

Date

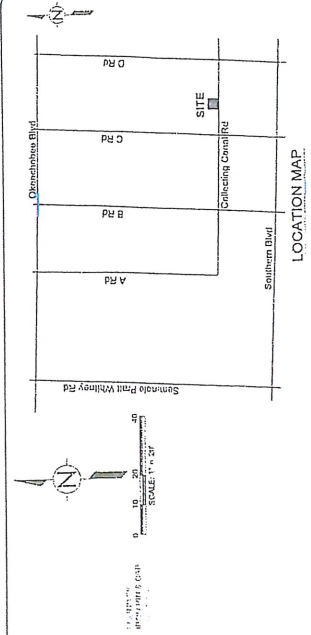
DATE	11/15/2024
BY	REVISIONS
REVISIONS	



SITE GRADING PLAN
14717 COLLECTING CANAL ROAD
LOXAHATCHEE GROVES, FLORIDA

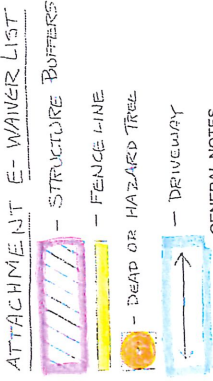
PROJECT NO.	24039
DATE	11/15/2024
BY	REVISIONS
REVISIONS	

SCALE	AS SHOWN
DATE	11/15/2024
BY	REVISIONS
REVISIONS	



LEGEND
 X TREE TO BE REMOVED
 • TREE

TREETO BE REMOVED	
ID	DESCRIPTION
17	17' PALM TREE
28	28' PALM TREE
3	3' SLOTTED TREE
5	5' SLOTTED TREE
7	7' SLOTTED TREE
8	8' SLOTTED TREE
9	9' SLOTTED TREE
10	10' SLOTTED TREE
11	11' SLOTTED TREE
12	12' SLOTTED TREE
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95	95' SLOTTED TREE
96	96' SLOTTED TREE
97	97' SLOTTED TREE
98	98' SLOTTED TREE
99	99' SLOTTED TREE
100	100' SLOTTED TREE



GENERAL NOTES
 1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 2. SUNSHINE811 ENGINEERING, INC. APPROVER, FLORIDA, DATE 11/15/2024

TREES EXHIBIT





14717 Collecting Canal Road, Loxahatchee Groves
Arborist Report
August 28, 2023

A joint site visit occurred on August 16, 2023 with Jim Fleischmann (Town of Loxahatchee Groves) and Jerry Renick (Ecotone Services) to review the existing trees on the project site for potential immediate removal over concerns of structural weakness and failure based on health and condition for each individual tree. For the most part, the trees in question are large, mature laurel oaks (*Quercus laurifolia*) that are scattered throughout the 2 ½ acre project site for future single family residence and equestrian facility.

A tree survey was prepared by the property owner and each individual tree was tagged with a specific reference number. It is apparent that land clearing activities has occurred prior to this site inspection, resulting in some damage to the roots, trunks, and branches of the existing trees.

As part of the health and condition assessment of the existing trees, ANSI A300, Level 2 Standard for Tree Risk was utilized that includes a basic visual review of the following features and conditions:

- Crown, trunk, root flare;
- Above ground roots;
- Site conditions;
- Identify any structural defects

No subterranean excavation of the root zone or woody extraction of the trees occurred as part of the preparation of this arborist report.

The common defect identified as part of this assessment of the existing trees includes trunk rot, storm damage to the canopy/branches, and significant included bark and soft tissue attachment that may weaken the structure of codominant leaders and main canopy branches.

Based on the findings of this investigation it was determined that there are 7 trees that would meet the definition of a hazard tree or of such health and condition that it may pose a potential for structural failure. This includes the following trees:

- 740, 743, 744, 774, 775, 779, 780

Please see the attached Tree Removal Plan and site photographs for additional detail.

Please let me know if you have any questions.

Sincerely,
ECOTONE SERVICES, INC.

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

References:

1. Clark, James R.; Matheny, Nelda P. 1994. *Evaluation of Hazard Trees in Urban Area*. 2nd Edition. International Society of Arboriculture. Atlanta, GA.
2. Clark, James R.; Matheny, Nelda. 1998. *Trees and Development*. International Society of Arboriculture. Champaign, IL.
3. Chellman, Charles. W. 1978, *Pests And Problems of South Florida Trees and Palms*. Florida Department of Agriculture and Consumer Services. Tallahassee, FL.
4. Neely, Dan; Watson, Gary W. 1993. *The Landscape Below Ground*. International Society of Arboriculture. Savoy, IL.
5. Clark, James R.; et al. 2019. *Guide for Plant Appraisal*. 10th Edition. International Society of Arboriculture. Atlanta, GA.





Tree tag #740, laurel oak



Tree #740 with significant included bark, soft tissue attachment



Ecotone Services, Inc. 13945 89th Street Fellsmere, FL 32948
www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



Tree #776, laurel oak with significant trunk damage and rot

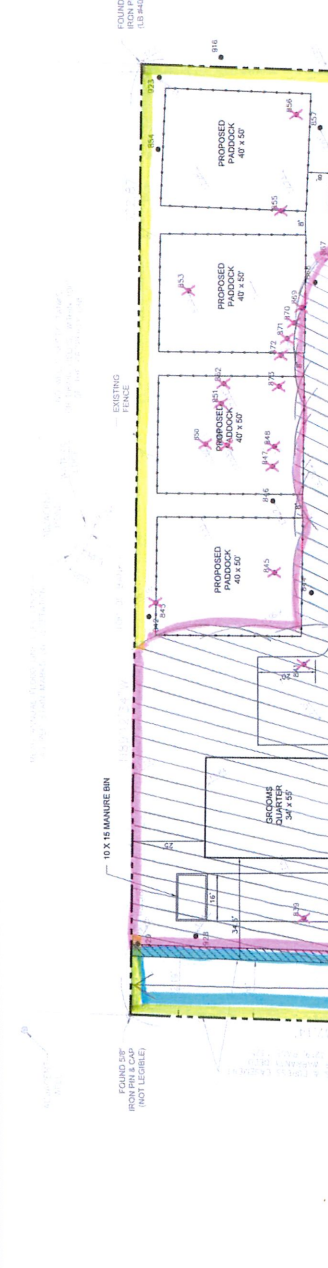
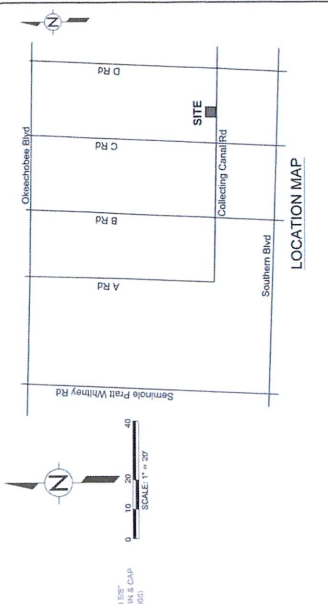


Visible root damage to existing laurel oak from recent land clearing activity



SITE GRADING PLAN

14717 COLLECTING CANAL ROAD, LOXAHATCHEE GROVES, FLORIDA



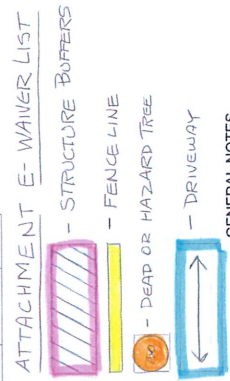
LEGEND
 ✕ TREE TO BE REMOVED
 ● TREE

NO.	DESCRIPTION	DIAMETER
839	FLORIDA OAK	4.0'
840	FLORIDA OAK	4.0'
841	CYPRESS	1.0'
842	SLASH PINE	1.5'
843	SLASH PINE	1.7'
844	BLACK OAK	3.0'
845	PALM	0.8'
846	PALM	0.8'
847	PALM	0.8'
848	PALM	1.0'
849	PALM	0.8'
850	PALM	0.8'
851	PALM	0.8'
852	PALM	0.8'
853	FLORIDA OAK	5.0'
854	PALM	1.0'
855	FLORIDA OAK	3.0'
856	FLORIDA OAK	3.5'
857	BLACK OAK	1.0'
858	CYPRESS	1.2'
859	UNKNOWN TREE	4.0'
860	PALM	1.0'
861	CYPRESS	0.8'
862	CYPRESS	0.8'
863	PALM	1.5'
864	PALM	1.5'
865	PALM	1.5'
866	PALM	1.5'
867	PALM	1.5'
868	PALM	1.5'
869	PALM	1.5'
870	PALM	1.5'
871	PALM	1.5'
872	PALM	1.5'
873	PALM	1.5'
874	PALM	4.0'
875	SEAGRAPPE	3.0'
876	PALM	1.7'
877	PALM	1.0'
878	UNKNOWN TREE	1.0'
879	SLASH PINE	1.0'
880	SLASH PINE	1.0'
881	SLASH PINE	1.0'
882	FLORIDA OAK	3.0'
883	FLORIDA OAK	3.0'
884	FLORIDA OAK	3.0'
885	FLORIDA OAK	3.0'
886	FLORIDA OAK	3.0'
887	FLORIDA OAK	3.0'
888	FLORIDA OAK	3.0'
889	FLORIDA OAK	3.0'
890	FLORIDA OAK	3.0'
891	FLORIDA OAK	3.0'
892	FLORIDA OAK	3.0'
893	FLORIDA OAK	3.0'

NO.	DESCRIPTION	DIAMETER
730	FLORIDA OAK	2.5'
731	FLORIDA OAK	1.0'
732	CLUMP OF PALMS	1.0'
733	FLORIDA OAK	1.5'
734	COCONUT PALM	0.8'
735	CLUMP OF PALMS	3.0'
736	TREE	4.0'
737	PALM	1.0'
738	PALM	1.0'
739	TREE	3.5'
740	TREE	2.5'
741	TREE	4.0'
742	TREE	4.0'
743	TREE	1.0'
744	COCONUT PALM	1.5'
745	FLORIDA OAK	3.5'
746	TREE	3.5'
747	PALM	1.0'
748	PALM	1.0'
749	CABBAGE PALM	1.2'
750	CYPRESS	1.5'
751	SLASH PINE	1.5'
752	CABBAGE PALM	1.5'
753	CYPRESS	1.0'
754	SLASH PINE	1.2'
755	CABBAGE PALM	1.4'
756	CYPRESS	1.0'
757	CYPRESS	1.0'
758	CYPRESS	1.0'
759	TREE	0.8'
760	FLORIDA OAK	1.2'
761	TREE	0.8'
762	FLORIDA OAK	0.8'
763	TREE	0.8'
764	PALM	0.8'
765	PALM	0.8'
766	PALM	0.8'
767	PALM	0.8'
768	PALM	0.8'
769	FLORIDA OAK	2.0'
770	CLUMP OF PALMS	1.0'
771	CLUMP OF PALMS	1.0'
772	FLORIDA OAK	2.0'
773	FLORIDA OAK	3.0'
774	FLORIDA OAK	3.0'
775	CYPRESS	1.0'
776	FLORIDA OAK	4.0'
777	FLORIDA OAK	4.0'
778	CYPRESS	2.0'
779	FLORIDA OAK	4.0'
780	DUFIN PALM	1.0'
781	CYPRESS	2.5'
782	UMBRELLA TREE	2.5'
783	UMBRELLA TREE	2.5'
784	PALM	0.8'
785	PALM	0.8'
786	FLORIDA OAK	3.0'
787	FLORIDA OAK	3.0'
788	FLORIDA OAK	3.0'
789	FLORIDA OAK	3.0'
790	COCONUT PALM	1.0'

TREES TO BE REMOVED

17	OAK TREE
25	PALM TREE
9	CYPRESS TREE
2	SLASH PINE TREE
1	SEAGRAPPE TREE
1	COCONUT PALM TREE
11	CLUMP OF PALMS
3	CABBAGE PALM
4	QUEEN PALM TREE
1	TROPICAL ALMOND
3	UMBRELLA TREE
1	UNKNOWN TREE



GENERAL NOTES
 1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 2. SURVEYORS INC. - JUPITER, FLORIDA. DATE: 01/12/2023.

O - SPECIMEN TREES TO BE REMOVED

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

CFN 20230316447
OR BK 34555 PG 1257
RECORDED 9/13/2023 3:25 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1257 - 1260; (4pgs)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 13 day of Sept, 2023, by Natalie and David Bass ("Owners") whose address is 14717 Collecting Circle and The Town of Loxahatchee Groves ("Town"), a political subdivision of the State of Florida, whose address is 155 "F" Road, Loxahatchee Groves, FL 33470.

RECITALS

WHEREAS, "Owners" are the sole fee simple owner of that certain real property situated in the Town more particularly described in Exhibit "A" ("Parcel") attached hereto and made a part hereof; and

WHEREAS, "Owners" and "Town" desire to create and maintain the agricultural nature of "Parcel"; and

WHEREAS, "Town" shall provide for vegetation removal on "Parcel" for bona fide agriculture use consistent with state requirements; and

WHEREAS, "Town" requires that "Owners" record a restrictive covenant on a Town-approved form requiring certain mitigation be implemented by the "Owners" if a bona fide agriculture Use Code is not issued by the Palm Beach County Property Appraiser by the date set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, "Owners" agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. "Owners" hereby impose the following use restrictions upon "Parcel":

The sole use of "Parcel" shall be limited to "bona fide agricultural purposes" as determined by the Palm Beach County Property Appraiser pursuant to § 193.461, Florida Statutes. "Owners" shall apply for a bona fide agriculture Use Code from the Palm Beach County Property Appraiser's office and, if not granted by September 30, 2024, shall immediately begin the mitigation plan for "Parcel" included in Vegetation Removal Permit VRP 2023-02 issued by "Town" for "Parcel", and shall complete same by January 1, 2025. If the mitigation plan is not completed timely, all use of "Parcel" shall cease until the mitigation plan is fully implemented and, thereafter, "Parcel" may be utilized as allowed by applicable Town Codes. If the bona fide agriculture Use Code once obtained, is

not maintained, then "Owner" will implement the mitigation plan within six (6) months. Thereafter, "Parcel" may be utilized as allowed by applicable Town Codes.

3. It is the intention of "Owners" that the restriction contained in this "Declaration" shall touch and concern "Parcel", run with the land and with the title to "Parcel", and shall apply to and be binding upon and inure to the benefit of "Owners", and to "Town", its successors and assigns, and to any and all parties hereafter having any right, title or interest in "Parcel" or any part thereof. These restrictions may be enforced in a court of competent jurisdiction by "Town" or its designated agency.
4. The "Declaration" must be recorded in the public records of Palm Beach by "Town".
5. "Town" shall provide a copy of the recorded "Declaration" to "Owners".
6. This "Declaration" is binding until a release of covenant is executed by the "Town" and is recorded in the public records of Palm Beach County, Florida. This "Declaration" may be modified in writing only. Any subsequent amendment must be executed by both "Owners" and "Town" or their respective successors and assigns and be recorded by "Town" as an amendment hereto.
7. If any provision of this "Declaration" is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.

OWNERS:

Sign Name: 

Print Name: DAVID K. BASS, MD

Sign Name: 

Print Name: Natalie BASS

13 day of Sept., 2022

WITNESSES:

Sign Name: [Signature]

Print Name: Sandra Solate

Sign Name: Amber Schmeide

Print Name: Amber Schmeider

13 day of September, 2023

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of September 2023, by Natalie Bass, who is personally known to me or who has produced Texas DL as identification, and

The foregoing instrument was acknowledged before me this 13 day of September 2023, by David Bass, who is personally known to me or who has produced FL DL as identification, and

Laura M. Buzzetta
Print Name: _____
Notary Public, State of Florida
My Commission Expires: 3/30/2024

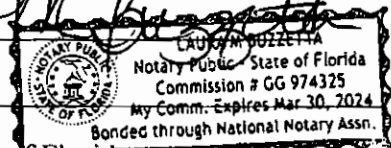



EXHIBIT A: LEGAL DESCRIPTION

The South one-half (1/2) of the East 322.76 feet of the West 1291.04 feet of Tract 1, Block C, REPLAT OF LOXAHATCHEE DISTRICT SUBDIVISION LOXAHATCHEE GROVES, according to the Plat thereof, recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 41-41-43-17-01-301-0060

I hereby certify the foregoing is a true copy of the record in my office
with redactions, if any as required by law as of this day, 09/13/2023.
Joseph Abruzzo, Clerk of the Circuit Court & Comptroller Palm Beach County, Florida
By:  Deputy Clerk

Maria Sanchez



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155 F Road Loxahatchee Groves, FL 33470

Agenda Item #3

TO: Town Council

FROM: Mario M. Matos, Assistant Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: September 19, 2023

SUBJECT: Report and Ratification of Road Materials Purchased from Palm Beach Aggregates for Emergency Road Rebuilding Equal to or Greater Than \$25,000.

Background:

This item is to report and to ratify purchases from Palm Beach Aggregates for the following four roads for which expenditures for materials exceeded \$25,000. These were considered emergency purchases under the Town's procurement policy:

- Hyde Park Rd: A purchase request was made out for 1200 Tons of DOT Base Rock and 1000 Tons of 1.5" Minus Base Rock equaling \$36,630. This repair was considered an emergency to remedy unsafe conditions as was necessary to avoid a greater cost of repairs in the future.
- Edith Rd, Farly Rd and Fox Trail: A purchase request was made out for 2,000 Tons of 1.5" Minus Base Rock equaling \$34,800. This request is considered an emergency repair due to the existing dangerous conditions of the roads.

Recommendation:

Accept report and ratify emergency purchases with Palm Beach Aggregates exceeding \$25,000 for Hyde Park, Edith, Farley and Fox Trail.

TOWN OF LOXAHATCHEE GROVES

155 F ROAD
LOXAHATCHEE GROVES, FL 33470

PURCHASE ORDER

PURCHASE ORDER #	793
VENDOR ID	538
9/12/2023	Page 1

VENDOR

SHIP TO

Attention: Ms. Kimberly Brown
Phone: (561) 795-6550
E-mail: KBrown@palmbeachag.com

Town of Loxahatchee
155 F Rd
Loxahatchee Groves, FL 33470

Palm Beach Aggregates, LLC
20125 State Rd 80
Loxahatchee, FL 33470

Attention: Larry Peters
Phone: (561) 793-2418

SHIP VIA	F.O.B.	TERMS	PO DATE	BUYER
	destination	Net 15 Days	9/12/2023	Town of Loxahatchee Grov
			DEPARTMENT	CONFIRM TO
			Public Works	105-50-54-541-55300

LINE #	OUR PRODUCT ID	VENDOR PART NUMBER	REQUIRED	UNIT	QUANTITY	EXTENDED PRICE
			PROMISED		UNIT PRICE	
1			9/12/2023		1200	\$19,980.00
	DOT Base Rock (Code 11)		9/12/2023		\$16.650	
2			9/12/2023		1000	\$16,650.00
	1.5" Minus Base Rock		9/12/2023		\$16.650	
					TOTAL	\$36,630.00

Emergency purchase for

Francine Panagia
AUTHORIZED SIGNATURE

Purchase Requisition Form


<u>Name: Larry A. Peters</u>	<u>Date: 09/06/2023</u>
<u>Vendor: Palm Beach Agg</u>	
<u>Address: 20125 Southern Blvd, Loxahatchee FL, 33470</u>	
<u>W-9:</u>	<u>Phone: 561-795-6550</u>
<u>ACH/EFT:</u>	<u>Fax:</u>
<u>Account#: 105-50-54-541-55300</u>	<u>Email: justo@palmbeachag.com</u>

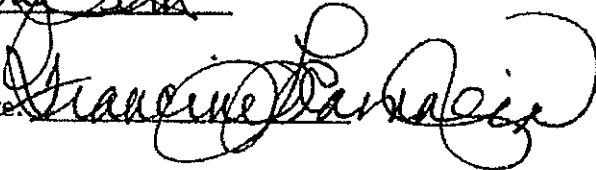
3 Quotes attached if over \$ 1,000.00 Contract Date Required: 9/11/23 - 9/15/23

Description of the work to be done/ product to be purchases /services to be performed

Furnish and deliver to Hyde Park Rd. (Off Collecting Canal Rd.)

Quantity	Description/Location	Price	Total
1200 Tons	DOT Base rock (Code 11)	\$16.65	\$19,980
1000 Tons	1.5" Minus Base rock	\$16.65	\$16,650
Purchase Requisition Total			\$36,630

Approved By:  Date: 9/7/2023

Town Manager Signature:  Date: 9/8/23



PROPOSAL

128452

FDOT Mine# 93-406
 Wednesday, September 6, 2023

Justo Navarro
 Cell: (561) 722-0862
 Office: (561) 795-6550
 Fax: (561) 798-5380
 jnavarro@palmbeachag.com

Project Name: Town of Loxahatchee Groves - Rock & Other Materials
Location: Town of Loxahatchee Groves
 155 F Road
 Loxahatchee, Florida 33470 4949
Latitude: 26.6830503 **Longitude:** -80.2592599
County: Palm Beach County
Prepared for: Loxahatchee Groves Water Control District
Contact: Lexi Collegio

Est. Qty	Units	Material	Description	Unit Price
800	Tons	1.5" Minus Baserock	Furnish & Deliver (Tax Not Included) 147th Ave. (Off of North Rd.)	\$17.50
800	Tons	1.5" Minus Baserock	Furnish & Deliver (Tax Not Included) 42nd St. No. (Off 160th St. No.)	\$17.35
800	Tons	1.5" Minus Baserock	Furnish & Deliver (Tax Not Included) 44th St. No. (Off 160th St. No.)	\$17.40
550	Tons	1.5" Minus Baserock	Furnish & Deliver (Tax Not Included) April Drive	\$17.45
1,200	Tons	DOT Baserock (Code 11)	Furnish & Deliver (Tax Not Included) Hyde Park Rd. (Off Collecting Canal Rd.)	\$16.65
1,000	Tons	1.5" Minus Baserock	Furnish & Deliver (Tax Not Included) Hyde Park Rd. (Off Collecting Canal Rd.)	\$16.65

Good to 9/30/2023 (Fiscal year end)

ALL PURCHASE ORDERS MUST BE RECEIVED PRIOR TO RELEASING ANY MATERIAL FROM THE QUARRY
ALL SALES SUBJECT TO CREDIT APPROVAL
THIS QUOTE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF PALM BEACH AGGREGATES
PRICES BASED ON A MINIMUM 10.00 HOUR WORKDAY.

PAYMENT TERMS ARE NET 30 DAYS

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____
Owner: _____ **Owner Contact:** _____
Bond Company: _____ **Policy Number:** _____
Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

- 1. PARTIES.** Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.
- 2. APPLICABILITY.** This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.
- 3. BUYER REPRESENTATIONS.** Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement or any credit application is material and given to induce the Seller to provide credit.
- 4. TECHNICAL ASSISTANCE.** In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.
- 5. LIMITED WARRANTY AND LIABILITY DISCLAIMER.** Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.
- 6. CLAIMS.** Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.
- 7. LIMITATION OF LIABILITY.** Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.
- 8. INDEMNIFICATION BY BUYER.** To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.
- 9. DELIVERY AND INDEMNIFICATION.** Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays

recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

13. QUANTITIES. The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.

14. MEASUREMENT OF QUANTITIES. Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck scales at the respective Seller facility.

15. CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE. Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash In Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.

16. CREDIT. Should Buyer's account be opened and approved with a credit amount, this amount, as amended from time to time, applies to the total purchases and can be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

17. PAYMENT. Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due within 30 days from the date of invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.

18. OFFSET AND/OR SETOFF. Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates:

19. PAST DUE ACCOUNTS. Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement, and or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

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- 22. INSURANCE.** To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.
- 23. MODIFICATION OF TERMS.** No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or officer of Seller and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.
- 24. ASSIGNMENT.** Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.
- 25. NOTICE.** Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 State Road 80, P. O. Box 700, West Palm Beach, FL 33470.
- 26. SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
- 27. VENUE AND CHOICE OF LAW.** The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action relates. **AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.**
- 28. FORCE MAJEURE.** As used herein, the term "Force Majeure" shall mean any event beyond the control of Seller which causes an interruption in Seller's ability to mine, process or deliver aggregates pursuant to this Proposal, regardless of whether such event was foreseeable. Without limiting the generality of the foregoing, events that may give rise to a Force Majeure Event include, without limitation, acts of God, natural disasters, fires, earthquakes, lightning, floods, storms, civil disturbances, riots, war, labor disputes/shortages, and adverse governmental or regulatory rulings or orders. If, because of a Force Majeure Event, Seller is unable to carry out any of its obligations hereunder, and if Seller promptly provides written notice to Buyer of such a Force Majeure Event, then the obligations of Seller shall be suspended to the extent made necessary by such Force Majeure Event and during its continuance; provided, however, that Seller shall use its best efforts to eliminate such Force Majeure Event insofar as possible with a minimum of delay.
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TOWN OF LOXAHATCHEE GROVES

155 F ROAD
LOXAHATCHEE GROVES, FL 33470

PURCHASE ORDER

PURCHASE ORDER #	788
VENDOR ID	538
9/8/2023	Page 1

VENDOR

SHIP TO

Attention: Ms. Kimberly Brown
Phone: (561) 795-6550
E-mail: KBrown@palmbeachag.com

Town of Loxahatchee
155 F Rd
Loxahatchee Groves, FL 33470

Palm Beach Aggregates, LLC
20125 State Rd 80
Loxahatchee, FL 33470

Attention: Bev Kuipers
Phone: (561) 793-2418

SHIP VIA	F.O.B.	TERMS	PO DATE	BUYER
	destination	Net 30 Days	9/8/2023	Town of Loxahatchee Grov
			DEPARTMENT	CONFIRM TO
			Public Works	105-50-54-541-55300

LINE #	OUR PRODUCT ID	VENDOR PART NUMBER	REQUIRED	UNIT	QUANTITY	EXTENDED
DESCRIPTION			PROMISED		UNIT PRICE	PRICE
1				Per Ton	2000	\$34,800.00
	1.5" Minus Base Rock				\$17.400	
	Furnish and deliver to Edith Rd, Fox Trail, and Farley					
<i>Emergency Repairs</i>						
<i>FR</i>						
					TOTAL	\$34,800.00

Furnish and deliver to Edith Rd, Fox Trail, and Farley

Francine Panakis 34

Purchase Requisition Form

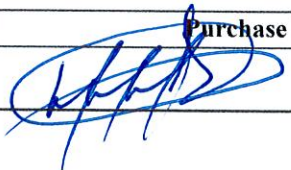
<u>Name: Larry A. Peters</u>	<u>Date: 09/06/2023</u>
<u>Vendor: Palm Beach Agg</u>	
<u>Address: 20125 Southern Blvd, Loxahatchee FL, 33470</u>	
<u>W-9 :</u>	<u>Phone: 561-795-6550</u>
<u>ACH/EFT:</u>	<u>Fax:</u>
	<u>Email: justo@palmbeachag.com</u>
<u>Account#: 105-50-54-541-55300</u>	

3 Quotes attached if over \$ 1,000.00 Contract Date Required: 9/8/23

Description of the work to be done/ product to be purchases /services to be performed

Furnish and deliver to Edith Rd, Fox Trail and Farley Rd.

Quantity	Description/Location	Price	Total
2000 Tons	1.5 minus base rock	\$17.40	34,800
Purchase Requisition Total			\$34,800

Approved By: 

Date: 9/7/2023

Town Manager Signature: _____

Date: _____



PROPOSAL

128452

Justo Navarro
 Cell: (561) 722-0862
 Office: (561) 795-6550
 Fax: (561) 798-5380
 jnavarro@palmbeachag.com

FDOT Mine# 93-406
 Wednesday, September 6, 2023

Project Name: Town of Loxahatchee Groves - Rock & Other Materials
Location: **Town of Loxahatchee Groves**
 155 F Road
 Loxahatchee, Florida 33470 4949
Latitude: 26.6830503 **Longitude:** -80.2592599
County: Palm Beach County
Prepared for: Loxahatchee Groves Water Control District
Contact: Mario Matos

2,000	Tons	1.5" Minus Baserock	Furnish & Deliver (Tax Not Included) Edith Rd., Fox Trail & Farley Rd.	\$17.40
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ALL PURCHASE ORDERS MUST BE RECEIVED PRIOR TO RELEASING ANY MATERIAL FROM THE QUARRY
ALL SALES SUBJECT TO CREDIT APPROVAL
THIS QUOTE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF PALM BEACH AGGREGATES
PRICES BASED ON A MINIMUM 10.00 HOUR WORKDAY.
PAYMENT TERMS ARE NET 30 DAYS

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____
Owner: _____ **Owner Contact:** _____
Bond Company: _____ **Policy Number:** _____
Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

1. PARTIES. Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.

2. APPLICABILITY. This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.

3. BUYER REPRESENTATIONS. Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement or any credit application is material and given to induce the Seller to provide credit.

4. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.

5. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.

6. CLAIMS. Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.

8. INDEMNIFICATION BY BUYER. To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.

9. DELIVERY AND INDEMNIFICATION. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays

recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

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23. MODIFICATION OF TERMS. No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or officer of Seller and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.

24. ASSIGNMENT. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

25. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 State Road 80, P. O. Box 700, West Palm Beach, FL 33470.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item #4

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: September 19, 2023
SUBJECT: Second Public Hearing for Adoption of the Fiscal Year 2023/2024 Millage Rate and the Fiscal Year 2023/2024 Budget

Background:

Florida Statutes Chapter 200.065 sets forth the procedures to follow for each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the millage rate is applied to the certified total taxable value of **\$527,090,690** to calculate the ad valorem revenue for the Fiscal Year 2023/2024 budget. The proposed millage rate of **3.0** mills is the same as it was in Fiscal Year 2022/2023 as well as the same as the preliminary TRIM rate adopted on June 20, 2023. Although the same rate as in the prior year, this proposed millage rate is **18.30** % above the rollback rate of **2.5359** mills due to increases in taxable values. The proposed millage rate generates property tax revenues, after discounts, of **\$1,502,208**, which is an increase of \$237,218, after discounts, from Fiscal Year 2022/2023 property tax revenues.

The proposed budget for all funds is \$8.7 million (excluding transfers between all funds, except the Capital Improvement Fund) and maintains funding for existing levels of service. Council held budget workshops on August 9th, 15th, and 23rd, in addition to a FAAC meeting on August 16th, to discuss the proposed operating and capital budgets. The Council passed Resolutions No. 2023-56 and No. 2023-57 approving the tentative millage rate of 3.0 mills and budget after first hearings on September 5, 2023.

This is the second public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with Florida Statutes Section 200.065. The second public hearing and adoption was advertised to be held on September 19, 2023.

Manager's Public Announcement as required by statute (if the proposed millage rate is above the rolled-back rate): "The tentatively adopted FY 2023/2024 operating millage rate of **3.0000** mills is greater than the rolled-back rate of **2.5359** mills by **18.30**%. Property Taxes will increase by 18.30%."

Public comment is invited on the proposed millage rate and budget.

Recommendations:

- Move to approve **Resolution No. 2023-63** adopting the millage rate for Fiscal Year 2023/2024, following the second Public Hearing on September 19, 2023.



155 F Road Loxahatchee Groves, FL 33470

- Move to approve **Resolution No. 2023-64** adopting the proposed Fiscal Year 2023/2024 budget, including balances brought forward and related fiscal policies, following the second Public Hearing on September 19, 2023.

RESOLUTION NO. 2023-63

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2023-2024, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, on September 5, 2023, the Town Council conducted a public hearing and adopted a tentative budget, which included the estimated expenses and revenues for the Town of Loxahatchee Groves, Florida (the "Town"), for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and also containing certain recommendations as to the amounts necessary to be appropriate for funding the activities of the Town for the ensuing year; and

WHEREAS, pursuant to Chapter 200, Florida Statutes, as amended (the "Statute"), a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

WHEREAS, the Town, pursuant to Florida law, conducted a public hearing on September 5th, 2023, and adopted Resolution No. 2023-56, which established the Town's tentative millage rate for the Fiscal Year 2023-2024 for the General Fund Budget at 3.00 mills, an increase of 18.30% from the rolled-back rate of 2.5359 mills, and to set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2023-2024 for September 19, 2023.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council, pursuant to Florida law, conducted its first duly noticed public hearing to establish its proposed annual millage for the Fiscal Year 2023/2024 on September 5, 2023, at 6:30 p.m. at the Town Hall, in the Town of Loxahatchee Groves, Florida.

Section 3. The Town Council hereby sets its final millage rate for the Fiscal Year 2023/2024 at 3.00 mills, an increase of 18.30% from the rolled-back millage rate of 2.5359 mills.

Section 4. 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 shall in no way

affect the validity of the remaining portions of this Resolution.

Section 5. All resolutions or parts of resolutions may conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON SECOND PUBLIC HEARING THIS ___ DAY OF September 2023.

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>
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"/>

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-64

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget has been prepared by the Town, estimating expenditures and revenues of the Town for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and recommendations have been made as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, the preliminary millage and budget estimates, in conformity with the Town Charter, and applicable requirements of Florida law, have been filed with the Office of the Town Clerk and Palm Beach County Property Appraiser's Office, and have been open for inspection by the public, and

WHEREAS, a duly noticed first public hearing for the approval of a tentative budget for the Fiscal Year beginning October 1, 2023, was held on September 5, 2023, and the second public hearing for adoption of the Town's final budget for the Fiscal Year beginning October 1, 2023, was held on September 19, 2023.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "A", are hereby adopted as the Town's final Budget for the Fiscal Year beginning October 1, 2023.

Section 3. The sums incorporated by reference listed as operating and other uses or expenses of the respective funds and departments of the Town shall be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 4. The sums incorporated by reference based upon estimates prepared by the Town Manager shall be, and the same hereby are, fixed and adopted as the budget for the operation of the Town government for the fiscal year.

Section 5. The Town Manager is hereby authorized and empowered to amend the budget on an as needed basis in order to correct typographical errors and omissions that are purely scrivener's errors.

Section 6. The Town adopts the provisions of Chapter 200, Florida Statutes, which

Resolution No. 2023-64

provide for the expenditures of monies for the fiscal year based upon the final budget approved by the Town Council.

Section 7. The fiscal year budget is automatically amended to re-appropriate encumbrances, outstanding contracts, capital outlay of project funds reserved or unexpended from Fiscal Year 2022-2023, said appropriation having been previously approved by the Town Council.

Section 8. Town Manager is hereby authorized and empowered to amend the budget to re-categorize general roll-over funds(s) into a more appropriate fund(s), so long as the general roll-over funds were actually dedicated in the Fiscal Year 2022-2023 budget.

Section 9. 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 shall in no way affect the validity of the remaining portions of this Resolution.

Section 10. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON SECOND PUBLIC HEARING THIS ___ DAY OF September 2023.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Laura Danowski, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, Vice Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Lakisha Burch, Town Clerk

Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Vice-Mayor Robert Shorr

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles

EXHIBIT "A"

BUDGET SUMMARY

TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2023 - 2024

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
Taxes: Millage Per \$1,000							
Ad Valorem Taxes: 3.0 MILLS	\$1,502,208						\$1,502,208
Assessments per Unit							
Roads & Drainage: \$200 per unit				\$1,530,757			\$1,530,757
Solid Waste: \$400 per unit						\$580,224	\$580,224
Licenses & Permits	\$360,000						\$360,000
Utility Taxes	\$496,000						\$496,000
Franchise Fees	\$536,800						\$536,800
Charges For Services	\$219,000						\$219,000
Intergovernmental Revenue	\$422,000	\$406,386	\$334,000		\$1,100,000	\$500	\$2,262,886
Fines & Forfeitures	\$10,000						\$10,000
Investment Income	\$5,000			\$0		\$500	\$5,500
Miscellaneous Revenues	\$1,000			\$5,000			\$6,000
TOTAL SOURCES	\$3,552,008	\$406,386	\$334,000	\$1,535,757	\$1,100,000	\$581,224	\$7,509,376
\$0							
Transfers In	\$172,500			\$278,836	\$1,895,800	\$175,000	\$2,522,136
Fund Balances/Reserves/Net Assets	\$504,331	\$0	\$0	\$624,113	\$0	\$0	\$1,128,444
TOTAL REVENUE, TRANSFERS & BALANCES	\$4,228,840	\$406,386	\$334,000	\$2,438,706	\$2,995,800	\$756,224	\$11,159,956
ESTIMATED EXPENDITURES							
General Government	\$1,483,657						\$1,483,657
Public Safety							
Law Enforcement	\$661,000						\$661,000
PZB & Code	\$683,330						\$683,330
Physical Environment							
Public Works				\$1,514,572			\$1,514,572
Solid Waste Services						\$692,804	\$692,804
Other Physical Environment							\$0
Non-departmental	\$151,000			\$555,500		\$6,044	\$712,544
Capital Outlay					\$2,995,800		\$2,995,800
Debt Service				\$5,000			\$5,000
Contingency						\$0	\$0
TOTAL EXPENDITURES	\$2,978,987	\$0	\$0	\$2,075,072	\$2,995,800	\$698,848	\$8,748,707
Non-Expenditures/Other Uses							
Transfers Out	\$1,249,853	\$406,386	\$334,000	\$359,397	\$0		\$2,349,636
Fund Balances/Reserves/Net Assets	\$0	\$0	\$0	\$4,237	\$0	\$57,376	\$61,613
TOTAL APPROPRIATED EXPENDITURES	\$4,228,840	\$406,386	\$334,000	\$2,438,706	\$2,995,800	\$756,224	\$11,159,956
TRANSFERS, RESERVES & BALANCES							



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry Peters, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: September 19, 2023

SUBJECT: Consideration of *Ordinance No. 2023-04* adopting the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes.

Background:

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff has conducted the review and is proposing to update the Capital Improvements Element with the projects as shown in Exhibit A of Ordinance No. 2023-04.

Recommendation:

Motion to approve *Ordinance 2023-04* Updating the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes on second reading.

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

WHEREAS, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

WHEREAS, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan and has projected the 5-year capital improvement schedule for the years 2024-2028 to be financially feasible.

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

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

Section 2. The Town of Loxahatchee Groves hereby adopts the 2024-2028 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __DAY OF_____, 2023.

	<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, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF_____, 2023.

	<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, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

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

CAPITAL PROJECTS WORKSHEET

			Estimated Timeframe	2023 Budgeted (includes carryforwards)	2023 Expected	2024	2025	2026	2027	2028
Road Paving Plan (overlay program)										
E North to SN	1 miles	2023	\$	188,000	\$	206,553	\$ -	\$ -	\$ -	\$ -
E S Okee to CC	1.25 miles	2023	\$	250,000	\$	259,120	\$ -	\$ -	\$ -	\$ -
West G	0.5 miles	2023	\$	100,000	\$	101,345	\$ -	\$ -	\$ -	\$ -
W 25th St N	0.25 miles	2023	\$	50,000	\$	61,247	\$ -	\$ -	\$ -	\$ -
Folsom	0.3 miles	2023	\$	60,000	\$	76,894	\$ -	\$ -	\$ -	\$ -
160th Ave N	0.4 miles	2023	\$	80,000	\$	89,769	\$ -	\$ -	\$ -	\$ -
West C (Gruber to Forest Lane)	0.3 miles	2024				\$ 69,000				
West D (Gruber to Bunny Lane)	0.3 miles	2024				\$ 69,000				
E S to Southern	0.4 miles	2024				\$ 92,000	\$ -	\$ -	\$ -	\$ -
Kerry Lane	0.3 miles	2024				\$ 69,000	\$ -			
24th Court (E & W of F Rd)	0.6 miles	2024				\$ 138,000	\$ -			
161st Ter N	2 miles	2024				\$ 460,000	\$ -	\$ -	\$ -	\$ -
Gruber	0.5 miles	2024				\$ 115,000	\$ -	\$ -	\$ -	\$ -
E Citrus	0.5 miles	2024				\$ 115,000	\$ -	\$ -	\$ -	\$ -
147th	.125 miles	2024				\$ 28,750	\$ -	\$ -	\$ -	\$ -
A South	1.25 miles	2025				\$ -	\$ 287,500	\$ -	\$ -	\$ -
B North	0.5 miles	2025				\$ -	\$ 109,250	\$ -	\$ -	\$ -
Casey Rd	0.75 miles	2025				\$ -	\$ 172,500	\$ -	\$ -	\$ -
N North	2 miles	2025				\$ -	\$ 460,000	\$ -	\$ -	\$ -
Collect Canal	3.25 miles	2023&2025	\$	650,000	\$	654,164	\$ -	\$ 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	\$ -	\$ -	\$ -
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	\$ -	\$ -
				\$ 1,378,000	\$ 1,449,092	\$ 1,155,750	\$ 1,259,250	\$ 1,069,500	\$ -	\$ -
Road Rock Plan (rebuilding of road beds)										
E SN to NN	1 miles	2023	\$	50,000	\$	50,000	\$ -	\$ -	\$ -	\$ -
West G	0.5 miles	2023	\$	5,000	\$	5,000	\$ -	\$ -	\$ -	\$ -
W 25th St N	0.25 miles	2023	\$	5,000	\$	5,000	\$ -	\$ -	\$ -	\$ -
160th Ave N	0.4 miles	2023	\$	30,000	\$	30,000	\$ -	\$ -	\$ -	\$ -
Collect Canal	3.25 miles	2023	\$	30,000	\$	30,000	\$ -	\$ 12,000	\$ -	\$ -

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

CAPITAL PROJECTS WORKSHEET

			2023 Budgeted (includes carryforwards)	2023 Expected	2024	2025	2026	2027	2028
			Estimated Timeframe						
South 'E' and Citrus	0.5 miles	2024			\$ 35,000	\$ -	\$ -	\$ -	\$ -
West C (Gruber to Forest Lane)	0.3 miles	2024			\$ 21,000				
West D (Gruber to Bunny Lane)	0.3 miles	2024			\$ 21,000				
E S to Southern	0.4 miles	2024			\$ 28,000	\$ -	\$ -	\$ -	\$ -
Kerry Lane	0.3 miles	2024			\$ 10,500				
24th Court (E & W of F Rd)	0.6 miles	2024			\$ 21,000				
6th Ct (E Rd to Vincereomos)	0.75 miles	2024			\$ -	\$ 52,500	\$ -	\$ -	\$ -
Tangerine	0.5 miles	2024			\$ 35,000	\$ -	\$ -	\$ -	\$ -
E Citrus	0.5 miles	2024			\$ 35,000	\$ -	\$ -	\$ -	\$ -
147th	0.125 miles	2024			\$ 8,500	\$ -	\$ -	\$ -	\$ -
161st Ter N	2 miles	2024			\$ 140,000	\$ -	\$ -	\$ -	\$ -
Casey Rd	0.75 miles	2024			\$ 52,500	\$ -	\$ -	\$ -	\$ -
Gruber	0.5 miles	2024			\$ 35,000	\$ -	\$ -	\$ -	\$ -
B North	0.5 miles	2025			\$ 23,550	\$ -	\$ -	\$ -	\$ -
A South	1.25 miles	2025			\$ -	\$ 75,000	\$ -	\$ -	\$ -
N North	2 miles	2025			\$ -	\$ 75,000	\$ -	\$ -	\$ -
Folsum	0.3 miles	2025			\$ -	\$ -	\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -	\$ -	\$ -
					\$ 466,050	\$ 214,500	\$ 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)					\$ -	\$ -	\$ -	\$ -	\$ -
Gate Repairs at 'A'					\$ -	\$ -	\$ -	\$ -	\$ -
Gate Repairs at 'Folsom'					\$ -	\$ -	\$ -	\$ -	\$ -
Gate Repairs at 'D'					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -
Swales & Culverts									
Swales, Catch Basins and Other Control Structures					\$ 500,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
South E and Citrus Drainage System (Without tree removal)					\$ -	\$ 200,000	\$ -	\$ -	\$ -

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

CAPITAL PROJECTS WORKSHEET

	Estimated Timeframe	2023 Budgeted (includes 2023 Expected carryforwards)		2024	2025	2026	2027	2028
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
				\$ 700,000	\$ 1,050,000	\$ 550,000	\$ 550,000	\$ 550,000
Specific Culvert Locations								
161st and A Rd Bridge Culvert	2023	\$ 108,000	\$ 108,000	\$ -	\$ -	\$ -	\$ -	\$ -
24th and E Rd (Emergency)	2023	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
E Rd and Collecting Canal Culvert	2023	\$ 159,000	\$ 159,000	\$ -	\$ -	\$ -	\$ -	\$ -
C Rd and Collecting Canal Equestrian Bridge Culvert (net anticipated)	2023	\$ 110,000	\$ 193,089	\$ -	\$ -	\$ -	\$ -	\$ -
11th Ter and D Rd Bridge Culvert	2023	\$ 126,000	\$ -	\$ 126,000	\$ -	\$ -	\$ -	\$ -
Miscellaneous culvert failures/emergency repairs (5-7 culverts) <i>annu</i>	2023-2026	\$ 100,000	\$ 100,000				\$ -	\$ -
		\$ 603,000	\$ 670,089	\$ 126,000	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance Canals								
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	\$ 50,000		\$ 50,000	\$ 1,392,075	\$ 1,392,075	\$ 1,392,075	\$ 1,392,075
Seven Locks/Weirs at \$150,000 each location	2025-2040			\$ -	\$ 300,000	\$ 300,000	\$ 450,000	\$ -
		\$ 50,000	\$ -	\$ 50,000	\$ 1,692,075	\$ 1,692,075	\$ 1,842,075	\$ 1,392,075
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				
		\$ -	\$ -	\$ 478,000		\$ -		
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 (<i>estimate from prior years RETGAC</i>)	TBD			\$ -	\$ -	\$ -	\$ -	\$ -
Public Footprint (surveys, mapping & title searches)	TBD			\$ -	\$ -	\$ -	\$ -	\$ -
Intersection Signals								
Okeechobee at D road, F & Folsom	TBD			\$ -	\$ -	\$ -	\$ -	\$ -
Public Works Equipment Storage Building (<i>estimate from prior years R</i>	TBD			\$ -	\$ -	\$ -	\$ -	\$ -

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

CAPITAL PROJECTS WORKSHEET

	Estimated Timeframe	2023 Budgeted (includes carryforwards)	2023 Expected	2024	2025	2026	2027	2028
School Bus Stops Shelters \$25,000 each	TBD			\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 2,186,000	\$ 2,274,181	\$ 2,995,800	\$ 4,215,825	\$ 3,422,575	\$ 2,392,075	\$ 1,942,075
Budgeted in Fund 305		\$ 2,178,100		\$ 2,995,800				
Amount To Be Funded		\$ 7,900		\$ -				
Other Road Materials and Supplies (Budgeted in Public Works)								
Road Maintenance								
Miscellaneous Annual Rock Replenishment	2024-2028	\$ 150,000		\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500
Road Rehabilitation								
North Road (millings--see paving estimate above)	2024	\$ 30,000		\$ -	\$ 69,000	\$ -	\$ -	\$ -
Berm and sod replacement	2023			\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Roadway Signage (uniformity)	2023	\$ 15,000		\$ 10,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
		\$ 195,000	\$ -	\$ 232,500	\$ 316,500	\$ 247,500	\$ 247,500	\$ 247,500
Rental/Lease Option Machinery & Equipment (Budgeted in Public Works) annually								
Tractor Mower	2024-2028			\$ 83,000	\$ 83,000	\$ 83,000		\$ 37,000
Mower (Kubota)	2022-2024	\$ 60,000	\$ 55,000	\$ 56,000	\$ -			
Grader (John Deere)	2023-2025	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000			
Rental of equipment on as needed basis such as roller, dump truck, pump vac, road plates & sweeper	2022-2026	\$ 140,000	\$ 115,000	\$ 114,000	\$ 100,000	\$ 100,000		
		\$ 250,000	\$ 220,000	\$ 303,000	\$ 233,000	\$ 183,000	\$ -	\$ 37,000
		\$ 2,631,000	\$ 2,494,181	\$ 3,531,300	\$ 4,765,325	\$ 3,853,075	\$ 2,639,575	\$ 2,226,575
Capital Funds Available For FY2024:								
State Grant		\$ 750,000						
Resiliency Grant		\$ 350,000						
General Fund		\$ 750,000						
Gas Tax Funds		\$ 127,550						
Surtax Funds		\$ 334,000						
Road and Drainage Funds		\$ 684,250						
Total Capital Funds Available		\$ 2,995,800						

Recommended Use of Capital Funds in FY2024:

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

CAPITAL PROJECTS WORKSHEET

		Estimated Timeframe	2023 Budgeted (includes 2023 Expected carryforwards)	2024	2025	2026	2027	2028
Resiliency Grant	\$478,000							
Road Paving Plan <i>(overlay program)</i>	\$ 1,155,750							
Road Rock Plan <i>(rebuilding of road beds)</i>	\$ 466,050							
<i>Stormwater/Roadway Drainage Improvements Plan:</i>								
Swales and Culverts	\$ 700,000							
Specific Culvert Locations	\$ 126,000							
Repair and Maintenance of Canals	\$ 50,000							
Trails System	\$ 20,000							
Total Recommended Use Of Capital Funds in	\$ 2,995,800							

* Council had directed \$50,000 associated with the roller be removed from the budget and the roller rented on an as needed basis. The budget of \$303,000 for equipment leases/rentals does not contemplate the purchase of a roller. Rather the anticipated rental costs for the roller on an as needed basis was \$50,000. The manager recommends the equipment leasing and rental budget remain at \$303,000.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: Mario M. Matos, Assistant Public Works Director
VIA: Francine L. Ramaglia, Town Manager
DATE: September 19, 2023
SUBJECT: Consideration of Resolution No. 2023-62 Approving Alternate Offsite Fire Hydrant Location for Lockhart Self-Storage

Background:

Lockhart Self-Storage was granted administrative approval of a revision to its site plan because Palm Beach County Water Utilities would not permit a fire hydrant on the property. The specific revision was to allow the fire hydrant to be installed at “either a location along the north property line to be determined by the Town Engineer or an offsite location within 1,000 feet of the site approved by the Palm Beach County Water Utilities Department. the Town Engineer and the Town Council.”

Lockhart has also provided the required cash bond (i.e. cashier's check) made out to the Town of Loxahatchee Groves in the amount of \$135,933 (i.e. Caufield & Wheeler's Opinion of Cost - \$108,746 plus 25%).

Resolution No. 2023-62 serves to approve the alternate offsite location of the Lockhart fire hydrant/water line to the Yees Corp property as approved by Jackie Michels for Palm Beach County Water Utilities, the Town Engineer and pursuant to the attached Fire Line Construction Agreement executed by both Yees Corp and Lockhart along with any necessary easements and other documents.

Recommendation:

Motion to approve **Resolution No. 2023-62** Approving Alternate Offsite Fire Hydrant Location for Lockhart Self-Storage

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-62

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING ALTERNATE OFFSITE FIRE HYDRANT LOCATION FOR LOCKHART SELF-STORAGE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves approved the Lockhart Self-Storage Site Plan Approval Resolution (No. 2021-10) on May 4, 2021; and

WHEREAS, Condition of Approval C.7 of Resolution No. 2021-10 required the property owner to install a fire hydrant along the north property line; and

WHEREAS, Palm Beach County Water Utilities Department would not locate a fire hydrant as required; and

WHEREAS, Administrative Site Plan Amendment SP(A) 2023-01 was granted amending Condition C.7 to allow for the fire hydrant to be installed in an alternate offsite location; and

WHEREAS, pursuant to Condition C.7, as amended, the offsite location for the fire hydrant must be approved by the Town Council.

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

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

Section 2. The Town Council hereby approves offsite location of the fire hydrant required for the Lockhart Self-Storage Site Plan, as amended by SP(A) 2023-01, on property owned by Yee’s Corp., as described in the Fire Line Construction Agreement between HLSSIII Lox, LLC and Yee’s Corp.

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

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

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, 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 SEPTEMBER 2023.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Margaret Herzog

Prepared by and return to:
William S. Kramer, Esq.
Brinkley Morgan
100 SE 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394

FIRE LINE CONSTRUCTION AGREEMENT

This Fire Line Construction Agreement (“Agreement”) is made this ___ day of _____, 2023 (the “Effective Date”), by and between HLSSIII Lox, LLC, a Florida limited liability company (“Lox”) and Yee’s Corp., a Florida corporation (“Yee’s”).

WITNESSETH

WHEREAS, Lox is the owner of certain real property in Palm Beach County, Florida, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Lox Property”); and

WHEREAS, Yee’s is the owner of certain real property in Palm Beach County, Florida, to the east of the Lox Property, as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the “Yee’s Property”); and

WHEREAS, as a condition of approval of the site plan for Lox’s intended development of the Lox Property (the “Lox Property Development”), the Town of Loxahatchee Groves (the “Town”) has required the installation of a fire hydrant along the North boundary of said Lox Property which said hydrant would be serviced by a water line running from an existing water line situated within the right-of-way for State Road No. 80 (Southern Boulevard) which abuts the Southern boundary of the Lox Property; however, due to site restraints causing the installation of such fire hydrant and connected water line on the Lox Property to be incompatible with the development thereof, Lox has requested, and the Town has agreed, to allow Lox to satisfy such condition of approval by installing such fire hydrant offsite provided the hydrant is located within 1,000 feet of the Lox Property; and

WHEREAS, Yee’s has agreed, subject to certain terms and conditions hereinafter set forth, to allow Lox to satisfy such condition of approval with the construction and installation of a water line (the “Fire Line”) connected to and running from the existing water main located within the right-of-way for State Road No. 80 (Southern Boulevard) immediately South of the southern boundary of Yee’s Property and running northward through Yee’s Property so as to connect to and service a fire hydrant to be located within the private roadway known as Tangerine Drive situated along the North boundary of Yee’s Property (the “Fire Hydrant”), said Fire Line and Fire Hydrant, and such other improvements related thereto as reflected in the Fire Line Plans (as hereafter defined) being sometimes hereafter collectively referred to as the “Fire Line Improvements”; and

WHEREAS, Yee's has agreed, in order to allow for the construction and installation of such Fire Line Improvements according to the Fire Line Plans and applicable Governmental Requirements, to grant to Palm Beach County (the "County") a 20-foot wide easement over, under and through the Yee's Property for the maintenance of such Fire Line Improvements (the "Fire Line Easement"), said Fire Line Easement to be situated over and across that portion of Yee's Property (the "Fire Line Easement Area") as depicted in the sketch attached hereto as Exhibit C-1 (the "Fire Line Sketch") and as more particularly described in Exhibit C-2 attached hereto; and

WHEREAS, in consideration of, and as a material inducement to, Yee's agreeing to allow Lox to construct said Fire Line Improvements on Yee's Property and to grant the Fire Line Easement, Lox has agreed to design, permit, construct and install all such Fire Line Improvements at its sole cost and expense; and

WHEREAS, Yee's has also agreed to grant to Lox a temporary construction easement over and across portions of the Yee's Property, including the Fire Line Easement Area, so as to allow Lox access to construct and install the Fire Line Improvements within the Fire Line Easement Area.

NOW, THEREFORE, for and in consideration of the access easement granted herein, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1.1 "Governmental Requirements" shall mean all local, state and federal governmental laws, statutes, rules, and regulations, building codes, ordinances (zoning or otherwise) and permits which are, or will be, adopted, granted, amended, modified or supplemented and which govern, affect or relate to the use, development, zoning, improvement, operation, or ownership of the Parcels, or any portion thereof.

1.2 "Mortgagee" as used herein shall mean and refer to any present or future mortgagee or lender under any recorded mortgage secured by all or any portion of a Parcel.

1.3 "Owner(s)" means, individually or collectively, as the case may be, Lox and Yee's, and their respective successors in title.

1.4 "Parcel(s)" means, individually or collectively, as the case may be, the Lox Property and the Yee's Property.

1.5 "Person" shall mean any individual, partnership, corporation, limited liability company, trust, estate or other legal entity.

ARTICLE 2
FIRE LINE IMPROVEMENTS

2.1 Fire Line Improvements and Plans. Lox shall, at its sole cost and expense, construct and install the Fire Line Improvements within the Fire Line Easement Area in a workmanlike manner in accordance with the plans and specifications set forth in the engineering plans for such Fire Line Improvements dated _____ and prepared by Caulfield & Wheeler, Inc. under Job No. _____ (the "Fire Line Plans"), a copy of which are attached hereto as Exhibit D, and in compliance with all applicable Governmental Requirements. Lox shall furnish to Yee's, at no cost to Yee's, a complete, sealed duplicate set of the final Fire Line Plans, as well as all permit records relating to the construction and installation of the Fire Line Improvements.

2.2 Costs and Expense. Lox shall be solely responsible for the payment of any and all costs associated with the construction of the Fire Line Improvements, including, but not limited to, design fees and costs, engineering fees, bonding, construction and installation costs, and the costs of all required permitting (the "Fire Line Improvement Costs"), the estimated total of said Fire Line Improvement Costs (the "Estimated Fire Line Improvements Costs") having been estimated by Caulfield & Wheeler, Inc. as set forth in the Engineer's Opinion of Cost attached hereto as Exhibit E.

2.3 Performance Bond. Lox shall, as required by the Town as a condition to its approval of the Fire Line Improvements, and further as an obligation hereunder, post with the Town, prior to commencement of construction of the Fire Line Improvements, a surety bond in an amount equal to 125% of the Estimated Fire Line Improvements Costs (the "Performance Bond").

2.4 Costs/Lien-Free Construction. Lox shall bear and promptly pay, without the imposition of any construction, mechanic's or materialmen's liens or charge (collectively, "Liens") on or against all or any portion of Yee's Property, all costs and expenses of design, construction and installation of the Fire Line Improvements. In the event any portion of Yee's Property becomes subject to any such Liens directly or indirectly through the action or inaction of Lox, its planners, engineers, surveyors, architects, contractors or other agents or consultants, Lox shall discharge or bond off any such Liens within ten (10) days of the imposition of any such Liens and failure to do so shall constitute a default hereunder.

2.5 Restoration of Yee's Property. In the event any surface of the Fire Line Easement Area, or any other portion of Yee's Property, is disturbed by any activities carried out by or on behalf of Lox pursuant to this Agreement or the TC Easement Agreement, such area shall be restored to substantially the same condition in which it existed at the commencement of such activities. In the event Lox fails to restore the condition of the Fire Line Easement Area or any other portion of Yee's Property as required above, Yee's may elect, but in no event shall be required, to restore such property and, in

such event, Lox shall reimburse Yee's for any and all costs reasonably incurred by Yee's in so restoring the property.

2.6 Yee's Attorney's Fees. As an additional material inducement for Yee's to grant the aforesaid Fire Line Easement and to agree to the other terms and conditions hereof, and to carry out the parties' intent that such Fire Line Easement be created and Fire Line Improvements be constructed and installed at no cost whatsoever to Yee's, Lox hereby agrees that it shall pay all attorney's fees reasonably incurred by Yee's in connection with the review and/or drafting of this Agreement and the attachments hereto, as well as all future Permitting and Construction Documents (as defined hereinbelow) and any other additional documents to be executed by Yee's pursuant hereto. As a condition to Yee's obligation to continue to perform its agreed obligations hereunder, Lox shall promptly, upon request, either reimburse Yee's or, if requested, pay directly to Yee's attorney, such invoices presented by such attorney for services furnished on behalf of Yee's. In addition, if requested, Lox shall also pay in advance to Yee's attorney a reasonable fee retainer to be applied towards such attorneys' fees as they are incurred and invoiced.

2.7 Survival and Enforcement. The obligations of Lox under Sections 2.2, 2.4, 2.5 and 2.6 above shall all survive the termination of this Agreement and the TC Easement Agreement. In the event Lox fails to perform any of the obligations under any of such sections and Yee's elects or is required to pay or incur any expenses in curing such nonperformance by Lox, and Lox fails to reimburse Yee's for such payment or expense within ten (10) days of receipt of written demand for such reimbursement, then such amount paid or incurred by Yee's shall accrue interest at the highest rate allowable by applicable Florida law until paid by Lox. However, nothing herein shall be deemed to impose upon Yee's an obligation to cure any nonperformance by Lox of its obligations hereunder.

ARTICLE 3 **EASEMENTS AND RELATED DOCUMENTS**

3.1 Temporary Construction Easement. Subject to the terms, conditions and limitations set forth herein or in the TC Easement Agreement (as hereafter defined), Yee's hereby agrees to grant to Lox, its contractors, consultants, subcontractors, materialmen, suppliers, workers, and successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") on, over, under and across the Fire Line Easement Area for use in the initial construction and installation of the Fire Line Improvements within said Fire Line Easement Area and other construction purposes reasonably related thereto. In order to grant said Temporary Construction Easement, Yee's and Lox shall enter into and execute an easement agreement substantially in the form attached hereto as Exhibit E (the "TC Easement Agreement").

3.2 Utility Easement. As a requirement for the County approval of the Fire Line Improvements, upon Lox's posting the aforesaid Performance Bond, Yee's shall grant and create the Fire Line Easement in favor of the County by executing an easement instrument substantially in the form attached hereto as Exhibit F (the "Fire Line Easement Document") to be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding anything herein to the contrary, such Fire Line Easement Document shall allow for the future relocation and/or re-routing of such Fire Line Easement within the Yee's Property if deemed necessary by Yee's in connection with its intended development of the Yee's Property, provided that Yee's pays the costs associated with such relocation and re-routing of the Fire Line Easement and the Fire Line Improvements therein and that Yee's otherwise satisfies all requirements of the County with respect to such relocation and/or re-routing of the Fire Line Easement and Fire Line Improvements.

3.3 Permit and Construction Documents. In addition to the aforesaid TC Easement Agreement and Fire Line Easement Document, Yee's shall execute and deliver to Lox, or its contractor or agent, such permit applications, Notice of Commencement, and such other documents as are reasonably required in connection with the design, permitting, construction and installation of the Fire Line Improvements (collectively, "Permitting and Construction Documents"), including, upon completion of the Fire Line Improvements and acceptance thereof by the County, a Bill of Sale in such form as is required by the County in order to transfer and assign such Fire Line Improvements to the County.

3.4 Additional Documents. Lox and Yee's hereby mutually agree to execute and deliver any additional documents, and to take such further action, as may be reasonably required or requested in order to carry out and accomplish the intent and objective of this Agreement, provided that any such additional document or action does not materially increase or decrease such party's obligations or rights hereunder.

ARTICLE 4 **INDEMNITY AND INSURANCE.**

4.1 Indemnity. Lox shall indemnify, hold harmless and defend Yee's and any of its agents, officers and employees, from and in connection with all suits, claims, judgments, loss, damage, costs (including attorneys' fees and costs at all levels) or charges of any kind whatsoever, Yee's may suffer, sustain, or in any way be subject to on the account of any act or omission of Lox, or its contractors or other Persons performing any work on Yee's Property related to the Fire Line Improvements. The provisions of this Section 4.1 shall survive the termination of this Agreement or the Temporary Construction Easement.

4.2 Insurance. The construction documents for the Lox Property Development shall include the Fire Line Easement Area in the project limits thereof and Lox shall, and shall cause its contractors and all other Persons performing any work related to the Fire Line Improvements to, at all times, maintain such insurance policies and coverages as are set forth in Exhibit D to the TC Easement Agreement. Upon written request, and in any case not less than ten (10) days prior to commencing any construction on Yee's Property under this Agreement, Lox shall provide certificates evidencing each insurance policy required under this Agreement or the TC Easement Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Effect. All the covenants, terms, obligations, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as binding upon and enforceable by each of the Owners and their respective successors and assigns. Every Person who now or hereafter owns or acquires any right, title or interest in or to all or any portion of a Parcel is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such Person acquired its interest.

5.2 Notices. All notices shall be in writing and delivered by hand, sent by recognized overnight courier or sent by registered or certified mail, return receipt requested, and addressed to the Owners as follows:

If to Lox: HLSSIII Lox, LLC
 c/o Lockhart Management Group, Inc.
 5668 Fishhawk Crossing Boulevard, #331
 Lithia, Florida 33547
 Attn: James Lockhart

If to Yee's: YEE'S CORP
 2375 Vista Parkway
 West Palm Beach, FL 33411
 Attn: Kan Y. Yee

or to such other address as an Owner may from time to time designate by written notice to the other Owners delivered in the manner provided above. Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, or (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt or refusal, as the case may be.

5.3 Mortgages. Yee's represents and warrants that as of the date hereof Yee's Parcel is free and clear of all mortgages.

5.4 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Florida, without regard to the conflict of laws principles thereof.

5.5 Time of Essence. Time is of the essence in this Agreement.

5.6 Waivers. No waiver by any Owner at any time of any breach of any provision of this Agreement shall be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. In addition, no delay or omission in the exercise of any right, privilege or authority by any Owner shall operate as a waiver of any such right, privilege or authority.

5.7 Severability. If any provision of this Agreement is held invalid or inoperative, the remainder of this Agreement shall not be affected thereby, the application of such provision to other persons or circumstances shall be valid and enforceable to the greatest extent permitted by law, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

5.8 Construction. This Agreement shall not be construed more strictly against any party than against any other party merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being mutually acknowledged and agreed that each Owner and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

5.9 Attorneys' Fees. Should any party employ attorneys to enforce any of the provisions of this Agreement or if a suit or action at law or in equity is filed to enforce this, the non-prevailing party in such action agrees to pay all costs and expenses of interpretation, enforcement, or collection, including, without limitation, attorney's fees, paralegal's fees, mediator's fees, arbitration fees, investigator's fees, collection fees, or court costs (at all levels of trial and appeal), in addition to all costs, disbursements and allowances provided by law actually incurred from the other.

5.10 Captions. The captions included herein are for reference only and should not be used in construing any of the terms hereof.

5.11 Entire Agreement. This Agreement contains the complete understanding and agreement of the Owners hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

5.12 WAIVER OF JURY TRIAL. THE OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OR

PERFORMANCE OF THIS AGREEMENT OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OWNER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE OWNERS TO ENTER INTO THIS AGREEMENT.

5.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be considered to be an original, but all of which when taken together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same instrument.

[Signatures Appear on the Following Pages]

EXHIBIT "A"
LEGAL DESCRIPTION - LOX PROPERTY

EXHIBIT "B"
LEGAL DESCRIPTION - YEE'S PROPERTY

EXHIBIT "C-1"
LEGAL DESCRIPTION - FIRE LINE EASEMENT AREA

EXHIBIT "C-2"
FIRE LINE SKETCH

EXHIBIT "D"
FIRE LINE PLANS

EXHIBIT "E"
TC EASEMENT AGREEMENT

EXHIBIT "F"
FIRE LINE EASEMENT DOCUMENT

Prepared by and return to:
Blake M. Harmon, Esq.
Patterson & Harmon, P.A.
4701 N. Federal Highway, Suite 480
Pompano Beach, FL 33064

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ('Agreement') is made this 18 day of August, 2023, by and between **YEE'S CORP, a Florida corporation**, whose address is 2375 Vista Parkway, West Palm Beach, FL 33411 ("Grantor") and **HLSSIII LOX, LLC, a Florida limited liability company**, whose address is 5668 Fishhawk Crossing Boulevard, #331, Lithia, Florida 33547 ("Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of certain real property in the Town of Loxahatchee Groves, Palm Beach County, Florida, (the "Lox Property"); and

WHEREAS, Grantor is the owner of certain real property also located in the Town of Loxahatchee Groves, Palm Beach County, Florida, being situated to the East of and adjacent to a portion of the Lox Property, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Yee's Property"); and

WHEREAS, Grantor and Grantee have contemporaneously herewith entered into a Fire Line Construction Agreement (the "Fire Line Agreement") pursuant to which Grantor and Grantee have agreed that (a) subject to the terms and conditions contained therein, Grantor shall grant in favor of Palm Beach County (the "County") a utility easement over, through and across a portion of Yee's Property for the purpose of constructing, installing and maintaining a water line to connect to and run from the water main located within the right-of-way for State Road No. 80 (Southern Boulevard) northward through the Yee's Property to connect to and service a fire hydrant to be situated within the easement for the private roadway known as Tangerine Road situated along the North boundary of the Yee's Property, said easement being identified in said Fire Line Agreement (and hereinafter referred to) as the "Fire Line Easement" and said water line, fire hydrant and related improvements to be constructed in said Fire Line Easement being identified in the Fire Line Agreement (and hereinafter referred to) as the "Fire Line Improvements", and (b) Grantee shall, at its sole cost and expense, design, permit, construct and install the aforesaid Fire Line Improvements within the Fire Line Easement, and (c) Grantor shall grant to Grantee a temporary construction easement over and across portions of the Yee's Property as reasonably necessary to allow Grantee to construct said Fire Line Improvements within the Fire Line Easement (the "Temporary Construction Easement"); and

WHEREAS, subject to the terms and conditions hereinafter set forth, Grantor and Grantee now wish to enter into this Agreement for the purpose of creating the aforesaid Temporary Construction Easement.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the Grantor and the Grantee hereby agree to the following:

1. **RECITALS**. Each of the foregoing recitals is accurate and true and all such recitals are hereby adopted and incorporated herein.

2. **TEMPORARY EASEMENT**. Grantor does hereby grant to the Grantee, its agents and contractors, the right and privilege of a Temporary Construction Easement (the "Easement"), with respect to that portion of the Yee's Property described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel"), with full right of ingress thereto and egress therefrom in and along said Easement Parcel, for use in connection with the construction and installation of the Fire Line Improvements. Prior to commencing any work on or within the Easement Parcel, bringing any equipment and materials onto the Easement Parcel, or otherwise utilizing the Easement in any manner, Grantee (or Grantee's contractor) shall furnish to Grantor a written Notice of Commencement, which shall be substantially in the form attached hereto as Exhibit "C", notifying Grantor of the date of commencement of Grantee's work which said date shall be the "Commencement Date" of the Easement. Once the Grantee has completed all of its work with respect to the construction and installation of the Fire Line Improvements and has otherwise determined that it no longer requires use of the Easement, and has also removed all equipment and materials from the Easement Parcel, Grantee (or Grantee's contractor) shall furnish to Grantor a written Notice of Completion, which shall be substantially in the form attached hereto as Exhibit "D", notifying Grantor of the date of completion of Grantee's work (the "Completion Date") which said Date of Completion shall not be earlier than the date of Grantor's receipt of such Notice of Completion. The said Notice of Completion furnished by Grantee (or Grantee's contractor) shall be accompanied by evidence that the Fire Line Improvements have received final approval from all applicable governmental agencies.

2. **TERM**. This Easement shall commence upon the Commencement Date (as defined hereinabove) and shall terminate upon the earlier to occur of: (a) the Completion Date (as defined hereinabove), or (b) October 31, 2024 (said earlier occurrence being the "Termination Date"). Upon the Termination Date, sole possession shall revert to and vest in Grantor immediately and automatically and Grantee shall have no further rights with respect thereto. Grantee shall, at the request of Grantor, execute and deliver to Grantor any document reasonably requested by Grantor in order to acknowledge the termination of this Easement.

3. **GRANTOR'S RIGHTS RESERVED**. Grantor reserves the right to use the Easement Parcel for any lawful purpose that will not prevent or interfere with the exercise by the Grantee of the rights granted under this Easement.

4. **OPERATION AND MAINTENANCE OF PROPERTY.** Grantee shall exercise the rights granted herein in such a manner, as not to cause any damage or destruction of any nature to or interruption of the use of the adjoining lands (the remainder of Yee's Property) owned by Grantor. Grantee shall maintain, utilize and conduct any activities upon the Easement Parcel in a proper and safe manner at Grantee's sole cost and expense.

5. **RESTORATION OF PROPERTY.** Upon the expiration, discontinuance or abandonment of this Easement, Grantee shall promptly restore to its original condition the Easement Parcel and any other portions of the Yee's Property used by Grantee for ingress thereto and egress therefrom, at Grantee's sole cost and expense, including, but not limited to, the removal and disposal of debris.

Grantee shall be responsible, at Grantee's sole cost and expense, for any environmental clean-up that may be necessitated by the Grantee's use of this Easement.

Should Grantee fail to bring to restore the Easement Parcel and areas of ingress and egress and perform all environmental clean-up as may be required pursuant to this Easement within thirty (30) days after receipt of written notice from Grantor directing the required restoration and clean-up, Grantor may, at its option, cause the Easement Parcel and the areas of ingress and egress to be restored and cleaned-up on behalf of Grantee, and Grantee shall pay Grantor the full cost of such restoration and clean-up within thirty (30) days of receipt of an invoice from Grantor indicating the cost of such required restoration and/or clean-up. The foregoing is in addition to any other rights or remedies available at law or in equity.

6. **COMPLIANCE WITH LAWS.** Grantee accepts this Easement and hereby acknowledges that Grantee's compliance with all applicable federal, state and local statutes, laws, ordinances, and regulations in its use of the Easement Parcel, including but not limited to building codes and zoning restrictions, is a condition of this Easement and Grantee shall comply therewith as the same presently exists and as such may be amended hereafter.

7. **INDEMNIFICATION.** Grantee agrees to indemnify, hold harmless and defend Grantor and any of its agents, officers and employees, from and in connection with, all suits, claims, judgments, loss, damage, costs (including attorney's fees and costs at all levels) or charges of any kind whatsoever, Grantor may suffer, sustain, or in any way be subject to on the account of any act or omission of Grantee, or Grantee's contractors or other parties performing services or providing materials at the request of Grantee, in connection with the installation and construction of the Fire Line Improvements.

Grantor assumes no responsibility for any property of the Grantee, its agents, servants, employees, or contractors brought on or about the Easement Parcel or any other portion of Yee's Property and the Grantor is released from all liability for any loss or damage to said property sustained by reason of Grantee's occupancy of the Easement Parcel.

8. **INSURANCE.** Grantee shall require that all contractors or others performing work for the Grantee or otherwise entering into the Easement Parcel shall maintain insurance as provided for in Exhibit "E" hereto. Grantor and its lenders shall be named as additional insureds in every policy of insurance specified in Exhibit "E" hereto. Entry upon the Easement Parcel shall not be permitted until the required insurance is in place.

9. **ENCROACHMENTS.** Grantee shall not encroach beyond the boundaries of the Easement Parcel during the course of construction or installation of the Fire Line Improvements. Should Grantee fail to remove an encroachment immediately after receipt of written notice from Grantor directing the required removal of encroachment, Grantor may, at its option, cause the encroachment to be removed on behalf of Grantee, and Grantee shall pay Grantor the full cost of such removal within thirty (30) days of receipt of an invoice from Grantor indicating the cost of such required removal. The foregoing is in addition to all other remedies available at law or in equity.

10. **DAMAGE TO PROPERTY.** Grantee shall be held responsible for, and shall promptly repair, all damage to the Easement Parcel and to adjacent portions of the Yee's Property arising as a result of this Easement to the extent said damage arises from the Grantee's actions or breach of this Agreement, including that of any of its employees, agents or contractors.

11. **ABANDONMENT OR CANCELLATION OF EASEMENT.** Should Grantee at any time prior to the termination of this Easement abandon the use of the Easement or fail at any time to use it for the purpose specified herein, the right given shall cease to the extent of the use so abandoned or discontinued, and Grantor shall at once have the right, in addition to but not in qualification of the rights reserved, to resume the exclusive possession of the Property or the portion over which the use is discontinued or abandoned.

12. **NOTICES.** All notices or other communications which shall or may be given pursuant to this Easement shall be in writing and shall be delivered by personal service or by certified mail, return receipt requested, addressed to the parties hereto at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notice shall be effective served by Grantee upon Grantor when addressed to Grantor and mailed to 2375 Vista Parkway, West Palm Beach, FL 33411. Notice shall be effectively served by Grantor upon the Grantee when addressed to Grantee and mailed to c/o Lockhart Management Group, Inc., 5668 Fishhawk Crossing Boulevard, #331, Lithia, Florida 33547.

13. **DEFAULT.** Grantor shall provide Grantee with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by Grantee. If Grantee fails to cure said default within twenty (20) days of

receipt of written notice of default, Grantor shall, in addition to any other remedies available at law or in equity, have the right to:

- a) Terminate this Easement by giving written notice of such termination to Grantee in accordance with the provisions of this Easement; or
- b) Cure the default on behalf of Grantee, and Grantee shall reimburse Grantor for any and all costs incurred to cure said default within thirty (30) days of receipt of an invoice from Grantor indicating such cost.

14. **MISCELLANEOUS.** This Easement shall be construed and enforced according to the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

In the event any paragraph, clause or sentence of this Easement or any amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Easement and the balance of the Easement shall not be affected by the deletion thereof.

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by Grantor and Grantee. The failure of either party to insist upon the strict performance of any of the provisions or conditions of this Easement shall not be construed as waiving or relinquishing in the future any such covenants or conditions but the same shall continue and remain in full force and effect.

Paragraph headings are for convenient reference and are not part of this Easement.

IN WITNESS WHEREOF, the said Grantor and Grantee have each caused this Easement to be executed by its officer or other representative the day and year first above written.

[Signatures Appear on the Following Pages]

Witnesses as to HLSSIII Lox, LLC

Print Name: [Signature]

Print Name: _____

HLSSIII Lox, LLC, a Florida limited liability company

By: Lockhart Management Group, Inc., a Florida corporation, Manager

By: [Signature]
James Lockhart, President

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of physical presence or online notarization this 18 day of August, 2023, by James Lockhart, as President of Lockhart Management Group, Inc., a Florida corporation, Manager of **HLSSIII Lox, LLC**, a Florida limited liability company, on behalf of said entities. He is personally known to me or has produced personally known as identification.

Notary Stamp/Seal: **ALEXANDRA ADESSO**



**Notary Public
State of Florida
Comm# HH361199
Expires 4/7/2027**

Notary Signature: Alexandra Adesso
Notary Print: Alexandra Adesso
Notary Public, State of Florida
Commission No.: HH361199

My Commission Expires: April 7, 2027

EXHIBIT "A"
LEGAL DESCRIPTION - YEE'S PROPERTY

EXHIBIT "B"
LEGAL DESCRIPTION – EASEMENT PARCEL

EXHIBIT "C"
NOTICE OF COMMENCEMENT

Yee's Corp.
Attn: Kan Y. Yee
2375 Vista Parkway
West Palm Beach, FL 33411

RE: Notice of Commencement
Temporary Construction Easement to HLSSIII Lox, LLC

Dear Mr. Yee:

Pursuant to Section 1 of the Temporary Construction Easement dated _____, 2023 and executed by Yee's Corp., a Florida corporation, as Grantor, and HLSSIII Lox, LLC, a Florida limited liability company, as Grantee (the "Easement"), you are hereby notified of Grantee's intent to commence work within said Easement on the ____ day of _____, 2023, which said date shall be the "Commencement Date" of said Easement.

Dated this _____ day of _____, 2023.

Grantee (or Contractor)

EXHIBIT "C"
NOTICE OF COMPLETION

Yee's Corp.
Attn: Kan Y. Yee
2375 Vista Parkway
West Palm Beach, FL 33411

RE: Notice of Commencement
Temporary Construction Easement to HLSSIII Lox, LLC

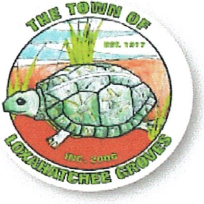
Dear Mr. Yee:

Pursuant to Section 1 of the Temporary Construction Easement dated _____, 2023 and executed by Yee's Corp., a Florida corporation, as Grantor, and HLSSIII Lox, LLC, a Florida limited liability company, as Grantee (the "Easement"), you are hereby notified that Grantee has completed or shall complete all work within said Easement on the ____ day of _____, 202_, which said date shall be the "Completion Date" as defined in said Easement.

Dated this ____ day of _____, 202_.

Grantee (or Contractor)

EXHIBIT "D"
INSURANCE REQUIREMENTS



Town of Loxahatchee Groves

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

August 28, 2023

Robert Sherman, Development Consultant
MBA Development Group
1100 S. Federal Highway
Deerfield Beach, FL 33441

RE: Administrative Site Plan Amendment SP (A) 2023-01 Approval (Lockhart Self-Storage)

Dear Mr. Sherman:

Loxahatchee Groves has reviewed the attached Administrative Site Plan Amendment Request Letter to revise the approved Lockhart Self-Storage Site Plan dated May 4, 2021 (Town Resolution 2021-10).

Upon a review of the submitted Administrative Site Plan Amendment Application and the approved Site Plan Approval Resolution dated May 4, 2021, the Town finds the proposed amendment consistent with the requirements of Condition A. 2. (d) of Site Plan Approval Resolution 2021-10 which permits an administrative site plan amendments necessary for infrastructure and utility improvements which are in accordance with the ULDC.

Based upon our review, Amendment SP (A) 2023-01 is granted an administrative approval of the Lockhart Self-Storage Site Plan Approval Resolution 2021-10 dated May 4, 2021 including the following specific revision of Condition C.7 therein, to read as follows (NOTE: Underlined text is an addition to the current wording of Condition C.7):

“7. The property owner shall pave Tangerine Drive for the entire width of the north property line and install a fire hydrant in either a location along the north property line to be determined by the Town Engineer or an offsite location within 1,000 feet of the site approved by the Palm Beach County Water Utilities Department, the Town Engineer and the Town Council. The pavement specifications shall be 2 inches of Type SP asphalt over 8 inches of limerock base. The roadway width shall be 20 feet. The property owner shall also construct driveway culverts and roadside swales, as applicable, associated with the pavement”.

Approval of SP (A) 2023-01 is necessary to implement Condition of Approval C.7 which requires the property owner to install a fire hydrant at a location along the north property line. Email correspondence provided by the Owner’s Agent indicates that Palm Beach County Water Utilities Department will not approve a fire hydrant location on the property.

SP (A) 2023-01 will allow the owner to pursue an offsite location for the fire hydrant with the approval of the Palm Beach County Water Utilities Department, Town Engineer and Town Council. An offsite location, approved pursuant to the stated procedure will satisfy ULDC Section 155-010 *Submission Requirements*, Section K which requires that site plans identify the location of existing and proposed fire hydrants.

The Town is authorized to process permit applications based upon revised Condition C.7, as worded above. All other Conditions of Approval stated in Town Resolution 2021-10 remain in full force and effect.

If you have any comments or questions concerning this matter, please contact me directly at:
(561) 793-2418

Respectfully submitted,

Francine Ramaglia
Town Manager

Encl (5): (1) Administrative Site Plan Amendment Application; (2) Administrative Site Plan Amendment Request Letter (3) Resolution 2021-10; (4) Email chain between Palm Beach County Water Utilities Department and Robert Sherman, Owner's Agent; an (5) proposed location of the water line to fire hydrant within Tangerine Drive..



Town of
LOXAHATCHEE GROVES

155 F Road· Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

ADMINISTRATIVE SITE PLAN AMENDMENT

There is an application fee of \$250.00 that may be payable by cash or check. If paying by check it may be made out to the Town of Loxahatchee Groves.

Applicant Information

Name: HLSSIII LLC

Address: 5686 Fishhawk Crossing Blvd., Ste. 331it
Lithia, Florida 33547

Phone Number: 941-896-2266

Fax Number: N/A

E-Mail Address: james@imgventures.com

Property Information

Property Control Number: 41-41-43-17-809-0160; 41-41-43-17-01-809-0210

Owner: Yees Corp

Agent: Robert Sherman, MBA Development, LLC

Property Address: 14579 Southern Blvd

General Location: North Side of Southern Blvd approx.. 500 feet west of D road

Parcel Size (acres): 6.89 ; Frontage (feet); approx. 500 ft Depth (feet): approx.. 500 ft

Property Accessed From: Southern Blvd

Request (Please Be Specific)

The Request being asked is to REMOVE THE WORDING in Section c 7 of the Resolution 2021-10 due to the fact that Palm Beach Project Manager of Water Utilities will not approve the installation of the proposed fire line on the Lockhart Property (see email attached from Jackie Michels April 5, 2023 email)

The relocation request as shown on the attachment E has been reviewed and approved by Jackie Michels as a alternative location for the installation of the fire / water line on the Yees Corp Property (see email attached from Jackie Michaels April 18, 2023) . I have also attached Exhibit 1 outlining the formal request .

Staff Use

Date Received: _____; Staff Assigned: _____

Date of Staff Response (attach): _____

EXHIBIT 1

Administrative Site Plan Amendment Request Letter

August 11, 2023

Jim Fleischmann, Town Planner

Town OF Loxahatchee Groves

155 F Road

Loxahatchee Groves, Fl. 33470

RE: Lockhart - Administrative Site Plan Amendment Request Letter

Dear Mr. Fleischmann,

On behalf of the Ownership of 14711 Southern Boulevard Property Control Number 41-41-43-17-01-808-0040,(the Lockhart Storage Site) I would like this letter to be considered as an official request for an administrative amendment to the Town Council under Reso 2021-10 # associated with the above referenced property.

On May 4, 2021, the Town Council approved a special exception and site plan application under Resolution 2021-10 to allow the development of an indoor self-storage facility, subject to conditions on the 2.62 – acres property identified with PCN 41-43-17-01-808-0040 located with frontage on Southern Boulevard approximately .02 miles west of D Road. Section c 7 stated that a fire hydrant is to be installed on the parcel which allows access to the road called Tangerine Drive on the north side of the parcel. Due to the requirements that the future fire line would need to provide to Palm Beach County utilities a 20-foot easement, due to site constraints this item of the development order cannot be meet.

Alternatively, Lockhart Storage site, has entered into an agreement with the neighbor's property, which is hereby referenced as PCN 41-41-43-17-01-809-0160 and 41-41-43-17-01-809-0210 Herein after called (Yee Retail Parcel). The parties have agreed to replace the Fire line as outlined in Exhibit C section 7 of the Resolution 2021-10 from the Lockhart Storage Site to the Yee Retail Site as shown on the attachment E to the application which shall provide the same intent to provide a fire hydrant along Tangerine Drive.

The applicant is requesting approval to have the wording in Resolution 2021-10 Section C 7 removed from the resolution 2021-10 as follows.

- Replace the wording of item Section c 7 to allow for this fire hydrant to be installed on the Yee Retail Parcel within 1000 feet of the eastern property line of the Lockhart storage site.
- Lockhart storage site will obtain an engineering estimate from Weller engineering firm for the cost of the installation.
- Lockhart will proceed to have the installation permitted with both FDOT and the city of west Palm beach and west palm beach fire for the future fire line and fire hydrant.

- Lockhart storage site will place a cash bond equal to 125 % of the cost of the engineer estimate to guarantee the completion of this installation.
- Lockhart storage site will record the agreement with the public records between the parties, and upon completion will have the required 20-foot easement in favor of the city of palm beach county for the fire line easement.
- Lockhart storage site will complete the proposed work within 1 year of the approved administrative order.

As stated above, this modification is specifically related to satisfying conditions of approval for the Lockhart Storage Site and are limited to this one section C 7 of resolution 2021-10.

Please also find attached THE FOLLOWING EXHIBITS:

1. THE TEMPORARY CONSTRUCTION AGREEMENT BETWEEN THE PARTIES
2. THE ESTIMATE COMPLETED BY WHEELER OFFICE
3. THE EMIAL CONFIRM FROM JACKIE MICHALE WITH PALM BEACH UTILITIES CONFIRMING CONSENT TO PROCEED
4. FIRE LINE CONSTRUCTION AGREEMENT

Lockhart Management Group Inc and Yee Corp would appreciate your consideration of this request for an administrative revision to the plan of record. With this approval we would like to obtain the final certificate of occupancy.

Should you have any questions, please feel free to reach me with any questions at James@LMGVentures.com And or Robert Sherman

TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2021-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOCKHART LIMITED ACCESS INDOOR SELF-STORAGE FACILITY SITE PLAN FOR LAND OWNED BY TAHIA AND SAMEERA AYESH, CONSISTING OF 2.62 ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD APPROXIMATELY 880 FEET WEST OF "D" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR 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 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

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

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

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of February 18, 2021 recommended approval of the Lockhart Limited Access Self-Storage Facility Site Plan Application SP-20-2006; and

WHEREAS, the Lockhart Limited Access Indoor Self-Storage Facility Site Plan Approval Application SP-20-2006 was presented to the Town Council at a quasi-judicial public hearing conducted on May 4, 2021; and

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

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council has considered the findings in the staff report dated May 4, 2021 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Section 25-015 "*Permitted uses*" and Article 155 "*Site Plans*". This Site Plan, along with the Conditions of Approval, as adopted and presented in Exhibit C hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.
3. This Site Plan, as presented in Exhibit B hereto, along with Conditions of Approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with Conditions of Approval as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan, as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands, noise, and the natural functioning of the environment.
6. This Site Plan as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Lockhart Limited Access Indoor Self-Storage Facility Site Plan SP-20-2006 for the parcel of land legally described in Exhibit A, attached hereto, and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto, and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B, and made a part hereof.

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 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 Maniglia offered the foregoing resolution. Council Member Danowski seconded the motion, and upon being put to a vote, the vote was as follows:

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF May, 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

[Signature]
Town Clerk

[Signature]
Mayor Robert Shorr

[Signature]
Vice Mayor Laura Danowski

[Signature]
Council Member Phillis Maniglia

[Signature]
Council Member Marg Herzog

[Signature]
Council Member Marianne Miles

APPROVED AS TO LEGAL FORM:

[Signature]
Town Attorney

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2021-10:

A. DESCRIPTION:

Parcel 1:

A parcel of land in Tract 8 and 9, Block I, Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, said parcel including road easement and being more particularly described as follows:

From the intersection of the East line of Tract 8, Block "I", of said LOXAHATCHEE GROVES, with the Northerly Right-of-Way Line of State Road No. 80 (Southern Blvd), run thence Northerly along the line between Tract 8 and 9, of said Block "I", a distance of 150 Feet to the point of beginning, thence run Easterly a distance of 99.35 feet to a point, thence run Northerly a distance of 499.73 feet to the Centerline of said Private Road, thence run Westerly a distance of 99.35 feet to the East line of said Tract 8, Block "I", continue Westerly a distance of 138.51 feet to a point, thence run Southerly a distance 499.73 feet to a point, thence run Easterly a distance of 138.51 feet to the point of beginning.

Subject to easement for road purposes over the North 30 feet thereof.

Parcel 2:

Lots 8 and 9, Block I, LOXAHATCHEE GROVES, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing on the East Line of Lot 8, Block "I" of Loxahatchee Groves, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in plat Book 12, Page 29, at the intersection of said East line of Lot 8, Block "I", with the North right of way line of Florida State Road No. 80; thence from the intersection run Easterly along the North right of way line of Florida State Road No.80, a distance of 11.11 feet to a point, said point being the Southeast corner of the herein described tract, and which is the Point of Beginning; thence Northerly paralleling the East line of Lot 8, Block "I", a distance of 150 feet to a point, being the Northeast corner of the tract; thence Westerly, paralleling the North right of way line of Florida State

Road No. 80, 150 feet to a point, being the Northwest corner of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest corner of the tract; thence Easterly along the North right of way line of Florida State

Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast corner of the tract;

Road No. 80, 150 feet to a point, being the Northwest corner of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest corner of the tract; thence Easterly along the North right of way line of Florida State Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast corner of the tract;

LESS that part of Lot 8 in Block I of LOXHATCHEE GROVES, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 32, Township 43 South, Range 41 East, thence South 01 degree 21'04" West along the Westerly said Section line, a distance of 3415.35 feet to the Baseline of Survey for Existing Right of Way for State Road 80 and the POINT OF BEGINNING; thence North 01 degree 50'45" East, a distance of 120.0 feet; thence North 88 degrees 26'59" West, a distance of 149.98 feet; thence South 01 degrees 50'45" West, a distance of 120.0 feet to the Northerly existing Right Of Way for State Road 80; thence South 88 degrees 26'59" East, a distance of 149.98 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land in Tract 9, Block I, LOXAHATCHEE GROVES, as recorded in Plat Book 12, Page 29, Public records of Palm Beach County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Tract 9, Block "I", which corner is on the Northerly R/W Line of State Road No. 80 (Southern Boulevard), run thence Easterly on said R/W line, a distance of 11.11 feet to the Point of Beginning of the parcel herein conveyed; thence continue Easterly on the same course, a distance of 88.24 feet; thence run Northerly, parallel to the West line of said Tract 9, angling 90° 35'30" West to North, a distance of 150.00 feet; thence Westerly, parallel to said Northerly R/W line of State Road No. 80 (Southern Boulevard), a distance of 88.24 feet; thence Southerly, a distance of 150.00 feet to the Point of Beginning.

LESS AND EXCPT

The South 120 feet thereof as per State of Florida Department of Transportation Parcel No. 108 Recorded in Official Records Book 5401, Page 636, Palm Beach County Records.

B. LOCATION MAP:

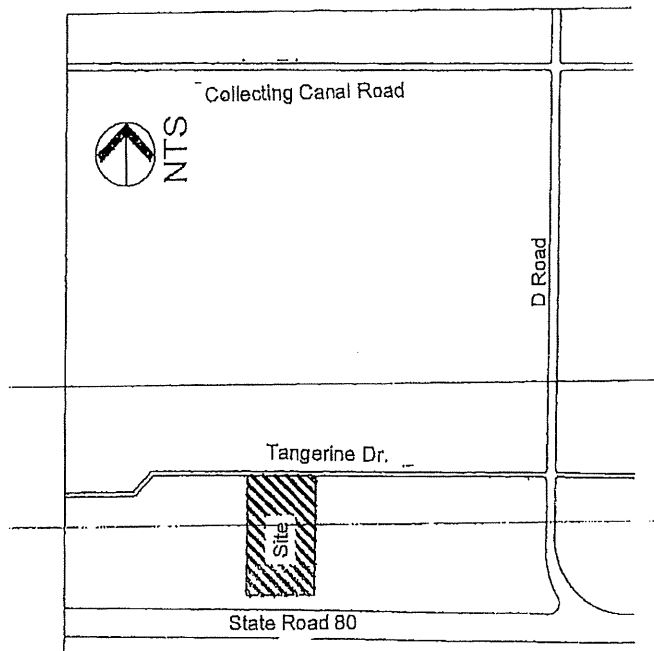


EXHIBIT B

**LOCKHART LIMITED ACCESS INDOOR SELF-STORAGE FACILITY SITE PLAN
SP-20-2006**

(Refer to the following page)

THE REMAINDER OF THIS PAGE LEFT BLANK

EXHIBIT C
Lockhart Limited Access Indoor Self-Storage Facility Site Plan
Conditions of Approval

A. GENERAL

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

2. Development of the site is limited to the uses depicted and stated in Exhibit B, hereto (Lockhart Limited Access Indoor Self-Storage Facility Site Plan). The Site Plan is dated April 27, 2021. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

- (a) administrative amendments permitted under Section 155-005 of the ULDC;
- (b) amendments required to conform to the Conceptual Master Plan;
- (c) amendments necessary to comply with Site Plan Conditions of Approval; and
- (d) infrastructure and utility improvements which are in accordance with the ULDC.

3 The Town Manager and his designated agents shall review and approve all building permit applications prior to processing by Palm Beach County for consistency with the following: (1) Site Plan and Conditions of Approval; (2) Landscape Plan; (3) Floor Plans, and Elevations; and (4) Photometric Plan

4. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager and Town Engineer shall review and approve all land development plans.

5. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 97,352 sq. ft. of limited access indoor self-storage and administrative office use consistent with the Site Plan dated April 27, 2021.

2. Bars and night clubs are prohibited.

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

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

5. Prior to submittal of any building permit cross-access agreement shall be executed with the properties directly abutting the site to its east and west.

6. The Site Plan shall limit the eastern drive aisle access to Tangerine Drive to emergency vehicles only.

C. ENGINEERING

1. Compensating storage calculations and a post-storm recovery analysis are required to be included with the Site Development Permit submittal. The submitted calculations need to meet South Florida Water Management District regulations, C-51 Basin criteria, and Town code.

2. Prior to the issuance of the Site Development Permit for this project:

a. A Cross Access Agreement shall be completed and recorded between the adjacent parcels along the east and west property lines that front Southern Boulevard. The Cross Access Agreement shall adequately address vehicular, pedestrian, and bicycle access and connectivity. Additionally, it shall be the property owner's responsibility to permit, construct, and certify the necessary driveway connections up to the existing pavement location of the adjacent properties and within the Cross Access Easement.

3. Prior to the commencement of construction of this project the Applicant shall:

a. Provide the Town Engineer with copies of all permits, permit applications, and requests for additional information to and from the regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to, the South Florida Water Management District, Palm Beach County Water Utilities Department, Florida Department of Transportation, Palm Beach County Fire Rescue, Palm Beach County Health Department, etc.

- b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.
- c. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety per Town Code Section 100-060.

4. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

5. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

6. Prior to the issuance of the Certificate of Completion for the Site Development Permit, the application shall:

- a. Provide copies of the required test results as provided for on the plans and specification and in accordance with FDOT for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.
- d. Per the Florida Department of Transportation's request dated October 16th, 2020, the adjacent driveway connection to Southern Blvd to the east shall be closed.

7. The property owner shall pave Tangerine Drive for the entire width of the north property line and install a fire hydrant in a location along the north property line to be determined by the Town Engineer. . The pavement specifications shall be 2 inches of Type SP asphalt over 8 inches of limerock base. The roadway width shall be 20 feet. The property owner shall also construct driveway culverts and roadside swales, as applicable, associated with the pavement.

D. LAND CLEARING AND LANDSCAPING

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

2. Project landscaping shall comply with the Landscape Plan dated April 15, 2021, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated February 26, 2021. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

2. Compatible Use Buffers, per ULDC Section 85-060 (C) shall be incorporated along the perimeters with the Shell gas station, AG Market and Palms West Plaza.

4. Incompatible Use Buffers, per ULDC Section 85-060 (B) shall be incorporated along perimeters with properties having an Agricultural Residential (AR) zoning district.

5. The remainder of the landscaping shall comply with the Landscape Plan dated March 23, 2021.

6. Preconstruction surveys shall be implemented for the following species: Eastern Indigo Snake; Gopher Tortoise; and Florida Bonneted Bat. Appropriate relocation and protective measures, to be coordinated with the Town, shall be undertaken pending the results of the surveys.

7. A Floodplain Development Application shall be submitted to the Town prior to commencing any land clearing or development activity.

7. The west landscape buffer shall be 8 feet in width.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Site Photometric Plan dated November 12, 2020 and the requirements of ULDC Section 50-030 *Outdoor Lighting*, as revised by Ordinance 2019-06.
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.
3. Per ULDC Section 50-030(D) (5) "*Glare*", open air parking lighting, with the exception of security lighting, shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated April 27, 2021.

G. ARCHITECTURAL

1. Architectural elevations shall comply with Site Plan, Sheet A-201 dated November 11, 2020.

H. SIGNAGE

The initial sign permit submittal shall include a master sign program detailing the location, number, colors and size of proposed signage within the Lockhart Limited Access Indoor Self-Storage development. The master sign program shall be used as model for all subsequent signage within the development.

1. Per Sections 05-040 and 90-070 of the ULDC, permits for all project signs shall be obtained prior to building permit application.
2. An attached building identification sign shall be provided with a maximum sign face of 4 sq. ft.

I. UTILITIES AND SERVICES

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town Council of the Town of Loxahatchee Groves for the provision of central potable water and wastewater service to the project prior to the issuance of the first building permit.

2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and the Town's contract hauler prior to issuance of the initial certificate of occupancy.

J. SECURITY

Beginning three (3) months after obtaining the Certificate of Occupancy for this project, if at any time the average call volume to the Sheriff's Office regarding the project, excluding false alarms, is greater than three (3) times per week for one (1) month, the owner will hire private security to monitor the project, at a minimum, between the hours of 10 p.m. and 6 a.m. for six (6) months or until the issues resolve for at least one (1) month, whichever is longer, at which time the private security may be released until the call volume for this project triggers the provision again.

From: Jackie Michels <JMichels@pbcwater.com>
Sent on: Wednesday, April 5, 2023 4:01:50 PM ✓
To: Robert Sherman <robert.sherman@lmgventures.com>
CC: Loxahatchee <lox@lmgventures.com>; Joe Lammert <jlammert@pbcwater.com>
Subject: RE: Tangerine plans as requested Lockhart Storage Center WUD 21-570

Robert,

The location along the east boundary is not acceptable based on the width, grades and dead end. There is no need to contact Fire regarding the dead end fire hydrant as this is a PBCWUD and PBC Health Dept. issue. Fire Marshall would need to approve any new fire hydrant and access might be a concern.

Thank you,

Jackie Michels, P.E.
Project Manager
Palm Beach County Water Utilities
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413
Phone (561) 493-6116

From: Robert Sherman <robert.sherman@lmgventures.com>
Sent: Wednesday, April 5, 2023 11:37 AM
To: Jackie Michels <JMichels@pbcwater.com>
Cc: Loxahatchee <lox@lmgventures.com>; Joe Lammert <jlammert@pbcwater.com>
Subject: Re: Tangerine plans as requested Lockhart Storage Center WUD 21-570

This Message Is From an External Sender

This message came from outside your organization.

Jackie, good morning again,
I have confirm but I can give you 15 feet of an easement on the east side of the property. That's the best that I can do without having any conflicts.
Should we reach out to Fire to see if they'll accept a dead end Fireline?
Lockhart Management Group by,
Robert Sherman
P. 305-586-7787

From: Jackie Michels <JMichels@pbcwater.com>
Sent: Wednesday, April 5, 2023 10:00:32 AM
To: Robert Sherman <robert.sherman@lmgventures.com>
Cc: Loxahatchee <lox@lmgventures.com>; Joe Lammert <jlammert@pbcwater.com>
Subject: RE: Tangerine plans as requested Lockhart Storage Center WUD 21-570
Based on the plan provided you do not meet these requirements. In addition to the requirements stated as previously indicated a 20' easement is still required.
The fire hydrant should be installed off a watermain constructed along Tangerine
From: Robert Sherman <robert.sherman@lmgventures.com>
Sent: Wednesday, April 5, 2023 9:43 AM
To: Jackie Michels <JMichels@pbcwater.com>
Cc: Loxahatchee <lox@lmgventures.com>; Joe Lammert <jlammert@pbcwater.com>
Subject: Re: Tangerine plans as requested Lockhart Storage Center WUD 21-570

This Message Is From an External Sender

This message came from outside your organization.

Thanks you Jackie for the response , If I can meet these requirements along the east side of the site , can we establish the easement accordingly ?

Lockhart Management Group by,
Robert Sherman
P. 305-586-7787

From: Jackie Michels <JMichels@pbcwater.com>
Sent: Wednesday, April 5, 2023 9:02:00 AM
To: Robert Sherman <robert.sherman@imgventures.com>
Cc: Loxahatchee <lox@imgventures.com>; Joe Lammert <jlammert@pbcwater.com>
Subject: RE: Tangerine plans as requested Lockhart Storage Center WUD 21-570

Robert,

Palm Beach County Water Utility Department (PBCWUD) Minimum Design Standards require 10' separation from retention walls and 10' separation from drainage pipes.

The plan that you provided includes a retaining wall and roof drains running parallel to the proposed water main with insufficient separation for proper maintenance. An additional concern is trees and/or landscaping within this area.

In addition there is a block retaining wall, french drain and drainage inlet that present conflicts with the proposed water main.

Based on operation and maintenance requirements and the long run of a dead end pipe the proposed configuration doesn't meet many of PBCWUD Minimum Design Standards.

Please provide the contact information for Loxahatchee Groves.

If a fire hydrant is required for the property north of Tangerine Drive the water main should be extended down Tangerine with a fire hydrant and an automatic flusher.

Thank you,
Jackie Michels, P.E.
Project Manager
Palm Beach County Water Utilities
8100 Forest Hill Blvd
West Palm Beach, Florida 33413
Phone (561) 493-6116

From: Robert Sherman <robert.sherman@imgventures.com>
Sent: Wednesday, March 29, 2023 9:41 AM
To: Jackie Michels <JMichels@pbcwater.com>
Cc: Loxahatchee <lox@imgventures.com>
Subject: Fwd: Tangerine plans as requested

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Thanks for your time this morning , these are the plans , the only modification is the roof drains have been moved to 5 ft off the building.

Hope this allows you to review to see if we can install the water line back to tangerine
Lockhart Management Group by,
MBA Development Group, Inc.
A Real Estate Development and
Consulting Company

Jackie Michels
Robert Sherman

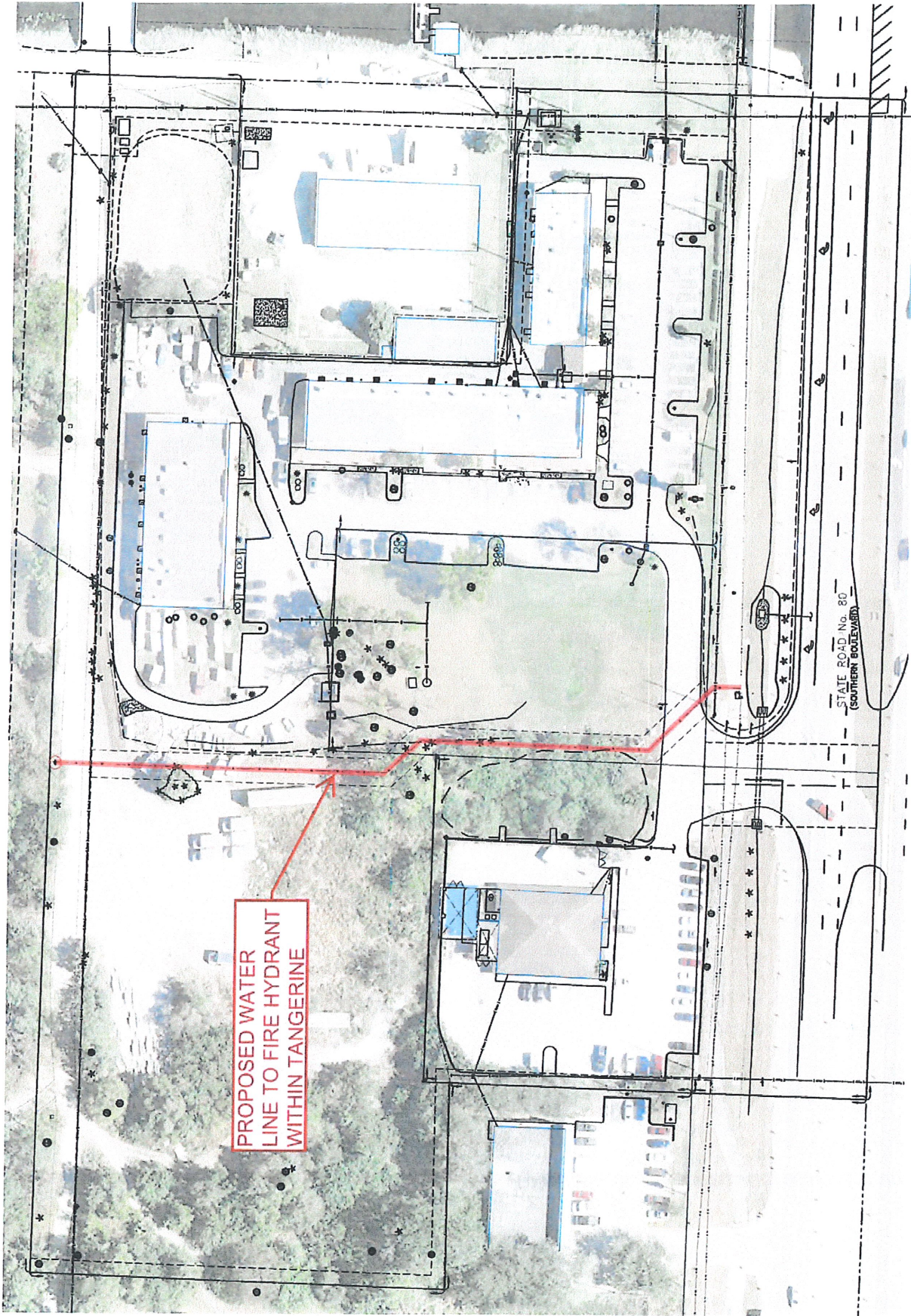
, robert

Loxahatchee , Joe Lammert
Tue, Apr 18, 2023, 3:22 PM

Robert,
If there are no obstructions (fences, etc.) within the 20' easement that is acceptable. The line would need to end with an automatic flusher.
We would require the offsite easement prior to plan approval.

Thank you,

Jackie Michels, P.E.
Project Manager
Palm Beach County Water Utilities
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413
Phone (561) 493-6116



PROPOSED WATER
LINE TO FIRE HYDRANT
WITHIN TANGERINE

STATE ROAD No. 80
(SOUTHERN BOULEVARD)



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves
FROM: Mario M. Matos, Assistant Public Works Director
VIA: Francine L. Ramaglia, Town Manager
DATE: September 19, 2023
SUBJECT: Update on Canal Restoration and Roads

Background:

The Public Works Department's staff has been tasked with repairing various roads and restoring canal banks that were damaged by storm Nicole or by paving projects. Mr. Matos will be giving an update on these projects.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: September 19, 2023

SUBJECT: Discussion and Consideration of Consideration of Ordinance No. 2023-06 adopting revised Recreational Vehicle Program Requirements

Background:

In June, the Town held public input sessions for possible revisions to the RV Ordinance. The Town's planners, Kaitlyn Forbes with Transystems/SEPI, led the process and on September 5th, Council discussed initial draft outlines of a proposed ordinance as well as an update memo in preparation for the RV ordinance work session.

At the September 7th working session with the Council, the planners facilitated discussion of high-level topics requiring Council consensus. Various solutions were considered through direct exchange with Council. While there may be further refinement, the proposed ordinance language is based on consensus from that workshop.

Attached is **Ordinance No. 2023-06** which repeals Sec. 20-050 "Recreational Vehicles" Of Article 20 – "Residential Zoning Districts"; and establishes Article 92 "Recreational Vehicles" within Part III "Supplemental Regulations" within the Unified Land Development Code. Also attached is the corresponding business impact statement as required by newly effective Florida Statutes.

Recommendation:

Motion to approve **Ordinance No. 2023-06** 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.

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 evidence 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)~~

ARTICLE 92 – RECREATIONAL VEHICLES

Section 92-005 – Purpose and Intent

The Purpose of this section is to establish standards relating to Recreational Vehicles consistent with State of Florida and Federal law. These standards are designed to protect the health and safety of the Town of Loxahatchee Groves while meeting an agriculture industry related need.

Section 92-010 – Definitions

In addition to terms defined in Article 10, "Definitions, Abbreviations, and Construction of Terms," the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section.

Recreational Vehicle (RV). A vehicle which is build on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special Flood Hazard Area (SFHA). An area having special flood, mudflow or flood-related erosion hazards and shown on a Flood Hazard Boundary Map (FHBM) or a Flood Insurance Rate Map (FIRM) Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE or V. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

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.

(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. Up to two (2) unoccupied RVs shall be allowed on an AR designated property with a principal residential structure.

1. Any unoccupied RV must be owned or leased by the property owner or tenant of the property.
2. 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.
3. 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.
4. Unoccupied RVs may be periodically connected to electric hookups for the purpose of climate control.

(E) Temporary Guests. Property owners with a principal residential structure in the AR district may have temporary guests stay in an RV 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.

(F) 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.

(G) 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.

Section 92-020 – RV Site and Utility Requirements.

- (A) **Location.** No RV site shall be located within any required yard as established by the AR zoning district, nor any easement or right-of-way.
- (B) **Ground Cover.** The section of land directly beneath an RV shall 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.
- (C) **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 subject to the requirements set forth hereinabove.
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.
- (D) **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 may be disposed of using municipal services or through a private agreement.

Section 92-025 – Permit Requirements

(A) Application.

1. **Complete permit application.** Application shall be on file at Town Hall.
2. **Plan Drawings.** Location sketch showing RV site with dimensions, availability of hook-ups, and setbacks from all property lines. Applicant shall also provide required documentation and drawings delineating the property's flood zone(s).

(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, which shall be visible for inspection.

TABLE 1 – RV ALLOWANCE ¹		
Annual Permit		
<u>Eligible Property Type</u>	<u>Minimum Property Size</u>	<u>Maximum # RVs</u>
<u>Bona fide agricultural property [must be classified as bona fide agricultural as of effective date.]</u>	<u>5 net acres</u> <u>[total of 5.0 + acres shall be classified as bona fide ag.]</u>	<u>1</u>
<u>Homestead property with principal single family dwelling unit.</u>	<u>5 acres</u>	<u>1</u>
Seasonal Permit		
<u>Eligible Property Type</u>	<u>Minimum Property Size</u>	<u>Maximum # RVs</u>
<u>Property with permitted residential structure</u>	<u>1.0 – 4.9 net acres</u>	<u>2</u>
<u>Bona fide agricultural property with property owner maintaining permanent residence on subject property.</u>	<u>4.9 net acres and larger</u>	<u>4</u>
¹ <u>Any occupied RV located on a permitted site for more than 179 days, and located within a Special Flood Hazard Area, shall meet the elevation and anchoring requirements for manufactured homes or be fully licensed and ready for highway use. Ready for highway use means that it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions.</u>		

(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, all RV utility connections shall be inspected and permitted as required by the Town, County, 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) Permit Fees. Permit fees shall be established administratively and may be amended from time to time.

(F) 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.

(G) 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.

(H) Maintenance. Properties shall be maintained in accordance with Article 45 of the Unified Land Development Code.

SECTION 92-030 – Violations.

The Town will rely upon required inspections and code enforcement to maintain the Town’s safety, desired character, and aesthetics. Violations of this Article shall be enforced in accordance with Chapter 14, Code Enforcement. In addition:

1. Properties in violation of adopted regulations may be subject to daily fines, additional permit fees, and may be exempt from permit issuance; and

2. Properties cited without a permit will be required to obtain an after-the-fact permit and shall be subject to increased fines due to causing permanent and irreparable harm.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

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.

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 is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of 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 [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare)

Ordinance 2023-06 is proposed to amend regulations relating to Recreational Vehicles (RV) within the Town for the health and safety of residents and to support local agricultural needs.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
There is no required compliance. The proposed ordinance allows for optional RV permitting. Permit fees to be established administratively.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
There is no required charge or fee as this is an optional RV program. Should an eligible property owner choose to take advantage of the allowance, a permit fee of \$250/annual permit and \$150 per seasonal permit is contemplated.

(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
Regulation costs will be accrued through required staff time for required inspections and code enforcement. The Town already has an existing RV ordinance in place that requires permitting and routine inspection. No additional costs are anticipated. Revenue generated is generally anticipated to cover staff time required for inspections and will not greatly contribute to Town funds, if at all.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All property owners who meet the criteria outlined in the Ordinance may take advantage of the optional RV Program being offered. No businesses will be impacted as this is an optional permitting program to benefit the Town residents and agricultural industry.

4. Additional information the governing body deems useful (if any):
NA.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item #9

TO: Town Council of Town of Loxahatchee Groves
FROM: Elizabeth Lenihan, Town Attorney
VIA: Francine L. Ramaglia, Town Manager
DATE: September 19, 2023
SUBJECT: Discussion of Regulation of Agricultural and Agritourism Uses

Background:

Following new legislation, Town Council gave staff direction to address off-site impacts from agritourism uses. Pursuant to Section 570.85, F.S., the Town is prohibited from regulating agritourism activities; however, the Town may address substantial off-site impacts of agritourism activities. The proposed changes to the Town's Unified Land Development Code (ULDC) include adding agritourism as a permitted use in the Agricultural Residential (AR) zoning district, subject to certain regulations as provided by Florida law; and amending Article 65 related to agricultural uses to also include agritourism uses. The purpose of the proposed changes to the Town's ULDC is to identify agritourism uses, consistent with Florida Statutes; identify what substantial off-site impacts are and how to prevent, correct, or mitigate such impacts; and to identify the limitations of regulatory relief afforded to agritourism uses, consistent with Florida Statutes.

Recommendation:

Town Council to review and discuss proposed changes to the Town's ULDC regarding agricultural and agritourism uses.

Section 20-015. Permitted uses.

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
Essential Services	Permitted w/Special Exception
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A
Accessory Uses	Agricultural Residential (AR)
Accessory Dwelling	Permitted
Groom's Quarter	Permitted
Caretaker's Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80

Veterinarian Services	Permitted
Dog Boarding	Permitted
Temporary Events	Permitted w/Special Exception Category C
<u>Agritourism</u>	<u>Permitted subject to Article 65</u>

Article 65 AGRICULTURAL AND AGRITOURISM USES

Division I. Agricultural Uses

Section 65-005. Purpose and intent.

The purpose and intent of this ~~article~~ division is to protect, and provide regulatory relief for, reasonable agricultural activities conducted on farm land in the Town as consistent with the Florida Right to Farm Act (823.14, F.S.).

Section 65-010. Determination of valid agricultural use.

Any property owner who seeks the regulatory relief provided for an agricultural use as defined herein, must ~~either~~ provide documentation to the Town from the Palm Beach County Property Appraiser's Office demonstrating that the property is currently classified as agriculture pursuant to F.S. § 193.461, as may be amended from time to time, or as an alternative, demonstrate to the Town Council that the use is agricultural, as defined herein. Once documentation is provided, the Town shall maintain an on-going record of such use and assume that each property continues to maintain its agricultural status unless a claim is made otherwise. If a claim is made otherwise, the property owner shall demonstrate the use is agricultural as provided for in this section.

Section 65-015. Nonagricultural uses and structures on properties with a bona fide agricultural use.

Nonagricultural uses and structures on properties with a valid agricultural use shall not qualify for modifications or exceptions to the Code based on agricultural status unless specifically stated otherwise.

Division II. Agritourism Uses

Section 65-030. Purpose and intent.

The purpose and intent of this division is to protect, and provide regulation and regulatory relief for, reasonable agritourism activities conducted on bona fide agricultural land in the Town as consistent with section 570.85, F.S.

Section 65-035. Determination of valid agritourism use.

Any property owner who seeks the regulatory relief provided for an agritourism use as defined herein, must provide documentation to the Town from the Palm Beach County Property Appraiser's Office demonstrating that the property, or portion thereof, is currently classified as agriculture pursuant to section 193.461, F.S., that the purported agritourism use is related to the agricultural use on the same property and otherwise meets the requirements of section 570.86, F.S., and that the property owner is in compliance with 570.89, F.S.

Section 65.040. Substantial offsite impacts of agritourism activities.

- (A) Subject to the limitations of section 823.14, F.S., substantial offsite impacts caused by agritourism uses are prohibited.
- (B) Substantial offsite impacts that may be caused by agritourism activities include, but are not limited to, the following:
 - (1) Traffic and Parking. Ingress to and egress from the property causing substantial interference with traffic on abutting streets or resulting in the generation or creation of traffic inconsistent with the health, safety and welfare of the community. Vehicles entering or exiting the right-of-way to or from the property that utilize turning movements that are hazardous or a nuisance due to the design or function of the ingress and egress connection to the property. Parking on local roadways, which is prohibited by section 100-045(6), ULDC.
 - (2) Noise. Excessive noise as set forth in section 50-010, ULDC.
 - (3) Lighting. The overspill of light originating from the subject property onto any other plot or street that exceeds one-tenth horizontal foot-candle measured at grade level at the property line and any outdoor lighting, other than motion-detected security lighting, that is not extinguished between 11:00 p.m. and dawn.
 - (4) Odors. Objectionable odors as set forth in section 50-025, ULDC.
 - (5) Vibrations. Vibration noticeable by a person of reasonable sensitivity at the property line, including bass emanating from audio speakers, which is prohibited by section 50-020, ULDC.
 - (6) Dust. Unconfined dust that emanates across property lines.
- (C) If an agritourism use is anticipated to or is determined, in the sole discretion of the Town, to cause substantial offsite impacts, the property owner shall prevent, correct or mitigate for such impacts as follows:
 - (1) Traffic and Parking. The property owner shall provide a traffic study and site plan to show sufficient circulation and parking on-site for all agritourism activities on the property to alleviate traffic stacking and parking in the right-of-way. Alternatively, the property owner may provide for off-site parking through agreement for same with another property owner and provision of shuttle service from the parking area to the agritourism activity and shall provide a traffic study and site plan for the alternative parking site as well as the parking agreement. Any proposed off-site parking shall be on property that is properly zoned for and can

accommodate the parking for the agritourism activities and designed to alleviate traffic stacking and parking in the right-of-way.

- (2) Noise. The property owner shall provide a noise study and maintain noise levels for all agritourism activities below the thresholds for excessive noise. The property owner may obtain a special event permit up to three (3) times per year for agritourism activities that would allow excessive noise, pursuant to section 80-025, ULDC.
 - (3) Lighting. The property owner shall install timers, cutoff fixtures, shields and baffles and adjust pole height and fixture mounting height, lighting intensity, placement and angle for all lighting creating substantial offsite impacts and provide a photometric plan.
 - (4) Odors. The property owner shall eliminate and prohibit objectionable odors that emanate off-site as part of any agritourism activities.
 - (5) Vibrations. The property owner shall eliminate and prohibit vibrations that emanate off-site as part of any agritourism activities.
 - (6) Dust. The property owner shall eliminate and prohibit the off-site emanation of dust from any agritourism activities, including application of dust suppressants to areas in which the agritourism activities generate dust.
 - (7) The property owner may provide additional means to prevent, correct, or mitigate substantial off-site impacts, including, but not limited to, limiting hours of operation of the agritourism activities.
- (D) The property owner shall submit documentation to the Town to establish compliance with the requirements for prevention, correction or mitigation of substantial off-site impacts. Such documentation shall be provided to the Town no later than thirty (30) days prior to an agritourism activity that it anticipated to cause substantial offsite impacts and within thirty (30) days following the date of any written notice of substantial offsite impacts issued to the property owner by the Town.
- (E) Preventions, correction and mitigation of the substantial off-site impacts of agritourism uses shall be processed and reviewed as a Category B special exception, though such review will be limited to the standards set forth in this section.
- (F) Violations of this section may be enforced by the Town in accordance with Chapter 14 of the Code or any other applicable legal remedy.

Section 65.045. Construction related to agritourism activities.

Construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public on properties with a valid agritourism use are not subject to regulatory relief and shall not qualify for modifications or exceptions to the Code based on agritourism status unless specifically stated otherwise.