

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL WORKSHOP MEETING

AGENDA

MAY 21, 2024 – 6:00 PM



Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Margaret Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

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

Public Works Director, Richard Gallant

Town Clerk, Valerie Oakes

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

WORKSHOP DISCUSSION

- [1.](#) Purpose and Overview of the Existing Stormwater System & Challenges
- [2.](#) Discussion on Roadway Standards
- [3.](#) Review of Proposed Culvert Ordinance and Revision to the Permit Authorization and Maintenance Agreement
- [4.](#) Discussion on Floodplain and FEMA Requirements
- [5.](#) Discussion on Maintenance Program including Swales/Ditches, Canal Dredging/Bank Restabilization, and Catch Basins/Culverts
- [6.](#) Discussion on Water Use Policy
- [7.](#) Discussion on Resilient Florida Grant Project
- [8.](#) Discussion on Local Mitigation Strategy (LMS) Grant Submission

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

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

Public Works Director Richard Gallant

Town Clerk Valerie Oakes

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2)

Councilmember Phillis Maniglia (Seat 1)

Councilmember Robert Shorr (Seat 4)

Vice Mayor Margaret Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Purpose and Overview of the Existing Stormwater System & Challenges

Background:

The Town inherited pervasive and costly challenges arising from the system's history and overwhelming deferred maintenance and lack of continuing investment and/or modernization of any kind.

Staff and town engineers are currently working to identify the extent of the issues and possible solutions and alternative approaches to overcome issues that have existed prior to incorporation and now need to be more promptly addressed to avoid continuing degradation of the system and to improve drainage and water levels north and south.

The purpose of today's Workshop is to layout the future – this coming year and immediate needs as well as the future and its critical needs. The topics that will be discussed during the Workshop are as follows:

- Brief History
- Overview of the Existing System
- Challenges and the Current Environment
- Improving Standards and Building an Action Plan
- Actions & Plans
- Updates, Upgrades and Investigation of Alternatives

The key issues are on Resilient Florida, Floodplain requirements and FEMA rules, Culvert Policy, Water Use Policy, priority of projects, maintenance programs initiated and to be initiated, LMS projects applied for and search for grants and other funding mechanisms.

The attached PowerPoint beginning on page 11 of this packet will guide the discussion.

Recommendation: Receive & File.

BRIEF HISTORY

- The Palm Beach Loxahatchee Company dug about 30 miles of canals, and created the Loxahatchee Groves Drainage District after completion of the West Palm Beach Canal in 1917
- The current recorded Plat is dated June 4th of 1925 and shows 60' wide corridors for road and drainage
- A wider corridor (136') along D Rd from Southern Blvd to Collecting Canal suggests this may have been a navigable transportation route
- Canals were dredged for agricultural drainage and irrigation
- Original road beds were likely created by depositing excavated material as digging progressed
- The only pump station at D Road was built during in the 1930's
- Prior to its incorporation in 2006, the Town roadways and canals were maintained and managed together by the Water Control District with an emphasis on drainage
- Non-central drainage features and roadways were largely improvised, with little in the way of planning, detailed design, or consistency in construction practice
- Provisions for the roadway system have not kept pace with the prevailing social, technological, and economic developments surrounding transportation and public safety

OVERVIEW OF THE EXISTING SYSTEM

Drainage Canals	30+ miles
Roadways	90% Town-maintained: 50+ miles public 4-1/4 miles private
Direct Pipe Connections	605 surveyed pipes: <ul style="list-style-type: none"> • 16 pipes smaller than 12" diameter (small) • 589 pipes 1 foot (12") to 8-1/2 feet (102") diameter <ul style="list-style-type: none"> - 482 inflow pipes (from lateral ditch or property) - 123 Main flow channel culverts (18"-102") <ul style="list-style-type: none"> · 68 beneath named roads (public) · 56 beneath driveways (private)
Bridges	20 individual span (unpiped) crossings
Catch Basins & Structures	104 catch basins & manholes
Flashboard Risers	7 previously in use along the north side of Okeechobee Blvd at all lettered roads <ul style="list-style-type: none"> • Risers have not functioned since prior to the Town's incorporation • Risers could perform up to three functions if restored: <ul style="list-style-type: none"> - Impound additional runoff above control elevation in northern portion after rainfalls - Allow pre-storm drawdown of southern portion to increase storage, flood protection, and some relief for lower lying septic systems - Maintain an elevated water table in the north portion (pump, well, or additional water source required)

Some challenges have been inherited with the system's history, and some opportunities have emerged to address those challenges.

We are working to overcome issues that were here before the Town, and prevent the kinds of issues that may occur if these concerns are not promptly addressed.

CHALLENGES AND THE CURRENT ENVIRONMENT

Challenges to Overcome	Conditions to Resolve	Regulatory Framework
<ul style="list-style-type: none"> - Limited space for drainage to share with other roadside uses - Improvised grading and drainage improvements have not always followed best design practices - Limited storage space for excess runoff and limited water quality treatment within Town's system - Lack of maintenance and unclear responsibilities for privately created swales and ditches - Aging facilities 	<ul style="list-style-type: none"> - Flooding or washouts - Limited property access for residents and services - Roadway failures or canal bank collapse - Recurring maintenance, repair, and replacement costs - Unregulated water withdrawals from canal system - Groundwater impacts for wells and septic systems - Flood Insurance requirements - Disputes over ownership, costs, and maintenance responsibility 	<ul style="list-style-type: none"> - Water quality/ nutrient levels - Discharge rates/ Inflow rates - Storm events - Maintenance, monitoring, reporting - FEMA flood insurance - Resiliency, preparation and recovery

Improved Standards provide consistency, ensure minimum level of functionality, clarify/assign responsibilities for maintenance, and protect existing assets and future operations

IMPROVING STANDARDS AND BUILDING AN ACTION PLAN

Areas to Address	Strategies	Actions/Improved Standards
<ul style="list-style-type: none"> - Current level of maintenance - Areas of Concern - Easements - Floodplain management requirements - Canal dredging - Maintenance of connections from property - Maintenance of components within private properties - Responsibility for culverts and bridges 	<ul style="list-style-type: none"> - Studies and data acquisition - Modeling and predictive analysis - Updating standards, practices, and ordinances - Permitting, Monitoring and Compliance - Canal Bank Stabilization and Maintenance - Easement acquisition/recording 	<ul style="list-style-type: none"> - Permitting and development review - Ordinances - Special assessments - Code enforcement and compliance - Maintenance planning & scheduling - Replacement budgeting

Action plans build the baseline information for budgeting, maintenance scheduling and management

ACTIONS & PLANS

Roadside drainage improvements	Improving collection and conveyance of runoff to protect roadways for travel and investments in roadway materials and construction	<ul style="list-style-type: none"> - Schedule - Budget - Design & Permitting - Award of Contract - NTP
Culvert ordinance	Protecting existing culverts, implementing standards for conveyance, connections, construction quality, record keeping, and clarifying limits and responsibilities for maintenance	<ul style="list-style-type: none"> - Private culverts, swales, ditches - Maintenance - Compliance - Benefit to existing system - Impact on current users - Funding - Cooperation - Future updates
Floodplain ordinance	<p>Required for Town's inclusion in the National Flood Insurance Program, which makes flood insurance accessible and enhances usage value of real property. Protects floodplain from encroachments which might otherwise contribute to flooding of normally safe properties.</p> <p><i>(note: When the floodplain crosses property lines, adverse affects can be experienced some distance away from the cause. Within the Town, the flood risk caused by any single project is small but the cumulative effect of many projects can be significant.)</i></p>	<ul style="list-style-type: none"> - Best management practices - Life and property protection - Health and safety protection (septic or agricultural overflow) - Design review - Certification by EOR and As-Built survey - Mandatory record keeping
Culvert replacement and repairs, canal bank restoration, and maintenance clearing and dredging	Assessing condition, scheduling preventative maintenance and budgetary planning for repairs and replacements	
State appropriations, grant funding, infrastructure improvement initiatives	Seeking assistance under existing programs that recognize the net benefits of improving public infrastructure	<ul style="list-style-type: none"> - \$750K this year available from State - Resilient Florida grant (current) FDEP - Local Mitigation Strategy (LMS) PBC

		<ul style="list-style-type: none"> - Other funding sources investigation and pursuit
Water Use policy development	Cost analysis and ordinance needed to standardize conditions for connections to and withdrawals from the Town's surface water system to reduce waste and safeguard system functionality	<ul style="list-style-type: none"> - Best management practices - Conservation and water shortage policy - Health and safety - Ordinances and requirements for users - Fees and costs - Permitting, review, compliance - Implications of conversion for current users
Resilient Florida storm preparedness and response initiative	<ul style="list-style-type: none"> - Collaborative effort from local through state level - Inventory & Mapping of Assets - Evaluate pipes and conveyance channels for deficiencies - In-field condition assessment to document needed repairs - Targeted risk assessment - Modeling of System Response - Present day and projected scenarios - Updates, Upgrades and Investigation of Alternatives 	<ul style="list-style-type: none"> - System Inventory and Condition Assessment - GIS Data - Stormwater management routing model - Maintenance schedule and recommendations for repair - Budgetary decision making and Capital Improvement planning - Access to additional funding sources and opportunities

Updates, Upgrades and Investigation of Alternatives

Updates to outdated critical equipment to	Modernize to effectively and efficiently maintain minimum system operation	<ul style="list-style-type: none"> - Conduct a structural and operational assessment of existing control structures at A Rd, D Rd, and Folsom Rd - Replace telemetric monitoring and remote
--	--	---

		<p>control systems at all three existing control structures</p> <ul style="list-style-type: none"> -
Storm hardening and resiliency upgrades	<p>Prepare for emergency conditions, protect public services during emergency operations, reduce potential for major losses, and improve response and recovery efforts</p>	<ul style="list-style-type: none"> - Replace public works pavilion with storm-resistant structure - Procure stand-by auxiliary generator system with transfer switches and ancillary items for emergency operation of Town Hall and Public Works - Design and construct area-wide drainage system improvements along Citrus Dr, Tangerine Dr, East Citrus Dr, and Orange Ave
Investigation of alternative improvements	<p>Allocate a fraction of the cost of major activities to determining the best and most feasible courses of action from among several alternatives in support of budgetary and planning decisions</p>	<ul style="list-style-type: none"> - Investigate retaining wall installation for canal banks - Investigate reinstatement of operable control structures on the north side of Okeechobee Blvd. - Investigate hydraulic and operational benefits of adding pumps to the system for improved control within drainage district canals - Investigate maintenance contract options for ongoing clearing, dredging, and debris removal services within canal system

SUMMARY

The Town of Loxahatchee Groves has inherited a 100 year-old agricultural roadway and drainage system.

The roadway and drainage systems are indispensable and inseparable assets that support and sustain each other, as well as every resident, business, and visitor.

Standards have improved and uses have diversified since the initial infrastructure installed yet limited changes, enhancements and/or modernization has occurred.

In order to provide satisfactory living conditions in the present and be a desirable place to live under projected conditions, planning strategies should be endorsed to support the improvement of the infrastructure.

A great place to live doesn't happen by accident.



Town of Loxahatchee Groves

Surface Water Management System

An Informational Presentation for

Anita Kane	–	Mayor
Margaret Herzog	–	Vice Mayor
Phillis Maniglia	–	Councilmember
Laura Donowski	–	Councilmember
Robert Shorr	–	Councilmember

May 21, 2024



Summary of Topics

Item 1.

2

1. An Overview of the Existing System

What is it?

2. A Brief History

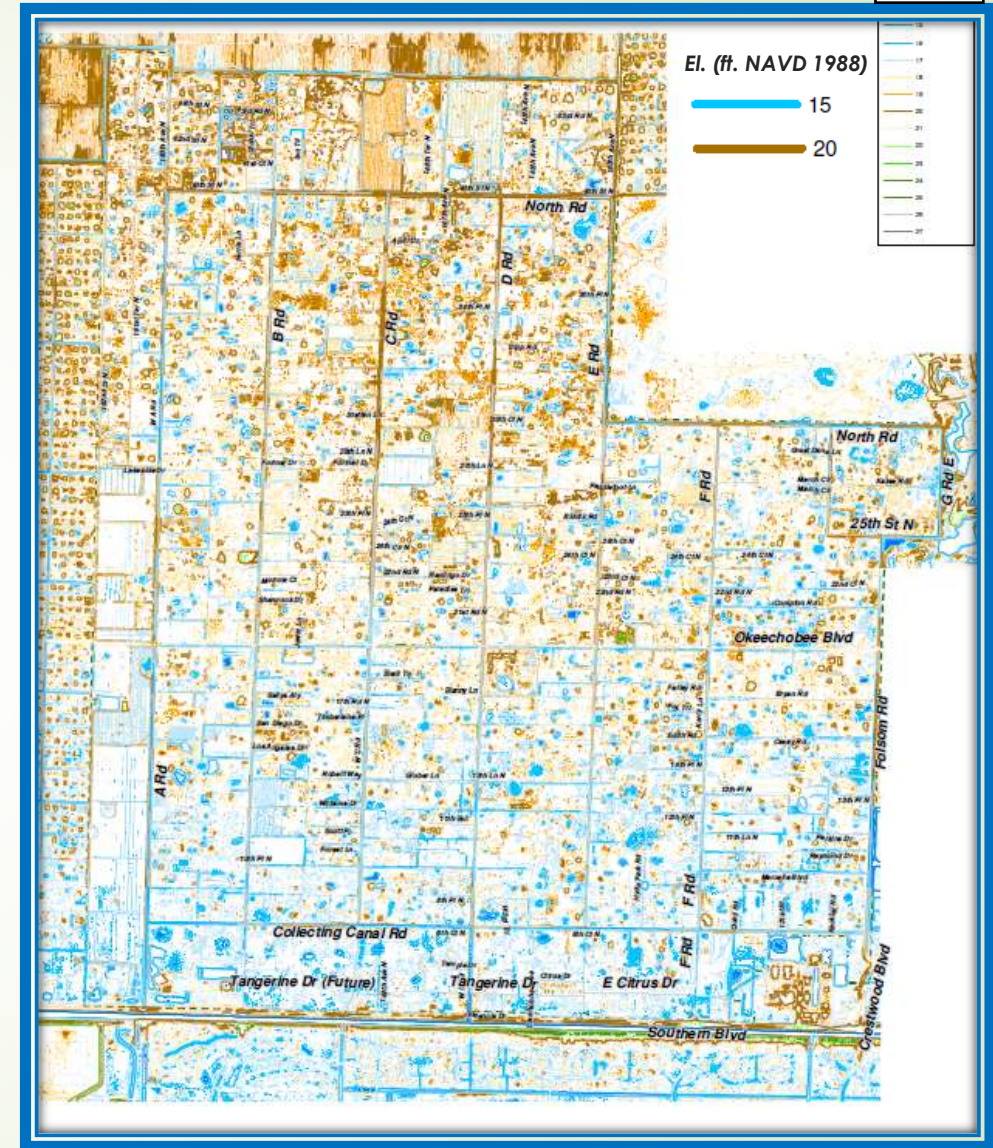
Where did it come from?

3. Some of the Challenges

Did something change?

4. Actions and Plans

What's being done?



2017 LiDAR data elevations, NAVD 1988
Town of Loxahatchee Groves

1. An Overview of the Existing System

Item 1.

3

Functions

- Collects and conveys drainage runoff from properties
- Collects drainage from along Okeechobee Blvd
- Provides irrigation distribution
- Connects to the SWFMD C-51 Canal along Southern Blvd.

Features

- Includes 7 Main Canals Flowing from North to South
- Includes 3 Main Canals Flowing East and West
- Has 3 outfall structures to the C-51 along Southern Blvd
- Has one inflow pump station which draws from the C-51

1. An Overview of the Existing System

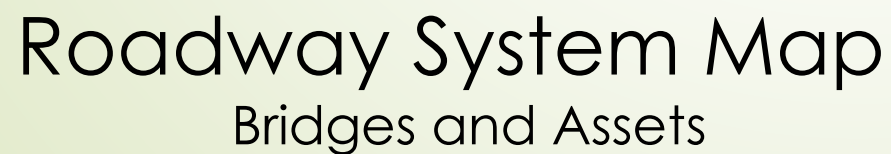
Item 1.

4

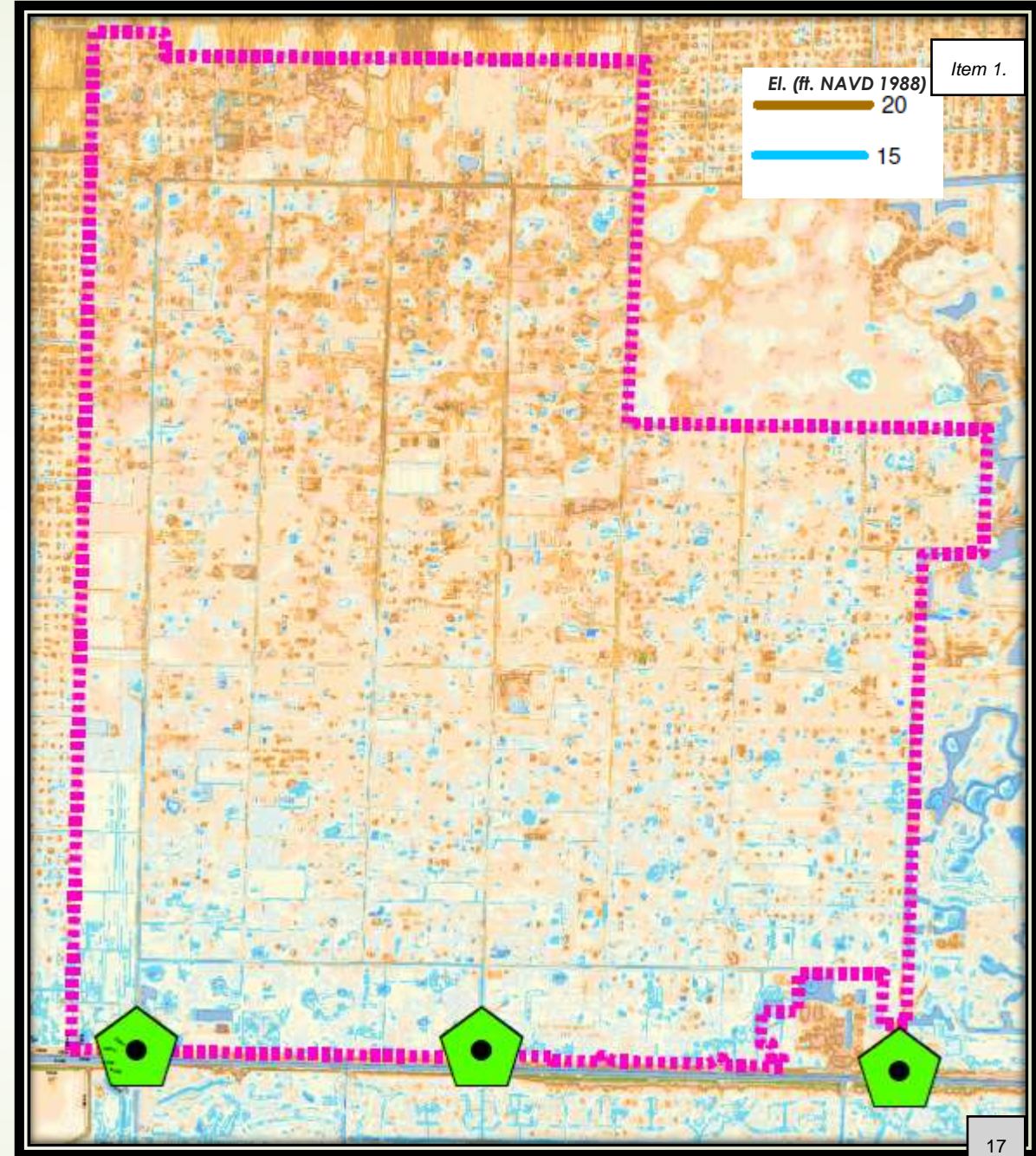
2023-24 Field Survey

*Field Results still preliminary and subject to revision

- **Drainage Canals** **30+** miles
- **Roadways** are 90% Town-maintained
 - 55** miles public **4** miles private
- **Direct Pipe Connections** **605** surveyed pipes
 - 16** pipes smaller than 12" diameter (small)
 - 589** pipes 1 foot (12") to 8-1/2 feet (102") diameter
 - 482** inflow pipes (from lateral ditch or property)
 - 123** Main flow channel culverts (18"-102")
 - 67** beneath named roads
 - 56** beneath driveways
- **Bridges** **20** individual span (unpiped) crossings
- **Catch basins and structures** **104** catch basins & manholes



**2017 LiDAR Data
Elevations NAVD 1988
and
Outfall Control Structures
at Southern Blvd**



1. An Overview of the Existing System

Item 1.

7

Control Structures

- ❖ **Regulate the release of water to the C-51 Canal**
- ❖ **Located along Southern Blvd**
 - Primary at D Road, paired with inflow pump
 - Secondaries at A & Folsom Roads
- ❖ **Drainage flows from North Road to Southern Blvd to reach outfalls**



2. A Brief History

Item 1.

8

- The Palm Beach Loxahatchee Company dug about 30 miles of canals, and created the Loxahatchee Groves Drainage District after completion of the West Palm Beach Canal in 1917
- Severe damage was caused by the 1928 Okeechobee hurricane
- The first pump station at D Road was built during revitalization in the 1930's
- Palm Beach Loxahatchee Company sold Loxahatchee Groves to Loxahatchee Investments in 1958
- Incorporated as a Town in 2006

2. A Brief History

Item 1.

9

- Agricultural uses were the most common, and undeveloped area far exceeded cleared area
- Horse-drawn carts or carriages were probably the largest form of transportation
- Canals were dredged for agricultural drainage and irrigation
- Original road beds were likely created by depositing excavated material as digging progressed
- Roads and canals were maintained together by the Water Control District

2. A Brief History

Item 1.

10

- The current recorded Plat is dated June 4th of 1925 and shows 60' wide corridors for road and drainage
- A wider corridor along D Rd from Southern Blvd to Collecting Canal suggests it could have been a transportation route

2. A Brief History

Item 1.

11

In Summary

- Prior to its incorporation in 2006, the Town road and canal system was managed by the Water Control District with an emphasis on drainage
- Non-central drainage features and roadways were largely improvised, with little in the way of planning, detailed design, or consistency in construction practice
- Provisions for the roadway system have not kept pace with the prevailing social, technological, and economic developments surrounding transportation and public safety

3. Surface Water Management System Challenges

Item 1.

12



3. Surface Water Management System Challenges

Item 1.

13

Technological growth

- **Transportation**..... Motor vehicles
- **Communication**..... Telephone poles, lines, towers, fiber optic cables
- **Utilities**..... Pressurized water distribution, sanitary sewer collection and transmission
- **Electricity**..... Power poles and lines
- **Roadway design standards**..... Sight distance, shoulders, lane widths, curbs & gutters, vehicle recovery zones, guardrails, catch basins, manholes, bike lanes, multimodal
- **Materials and practices of roadway construction**..... Asphalt pavement, road base, drainage provisions

3. Surface Water Management System Challenges

Item 1.

14

Regulatory framework, agencies, and criteria

- **Water quality/ nutrient levels**
- **Discharge rates/ Inflow rates**
- **Storm events**
- **Maintenance, monitoring, reporting**
- **FEMA flood insurance**
- **Resiliency, preparation and recovery**

3. Surface Water Management System Challenges

Item 1.

15

1. Limited space for drainage to share with other roadside uses
2. Improvised grading and drainage improvements have not always followed best design practices
3. Limited storage space for excess runoff and limited water quality treatment within Town's system
4. Lack of maintenance and unclear responsibilities for privately created swales and ditches
5. Aging facilities

3. Surface Water Management System Challenges

Item 1.

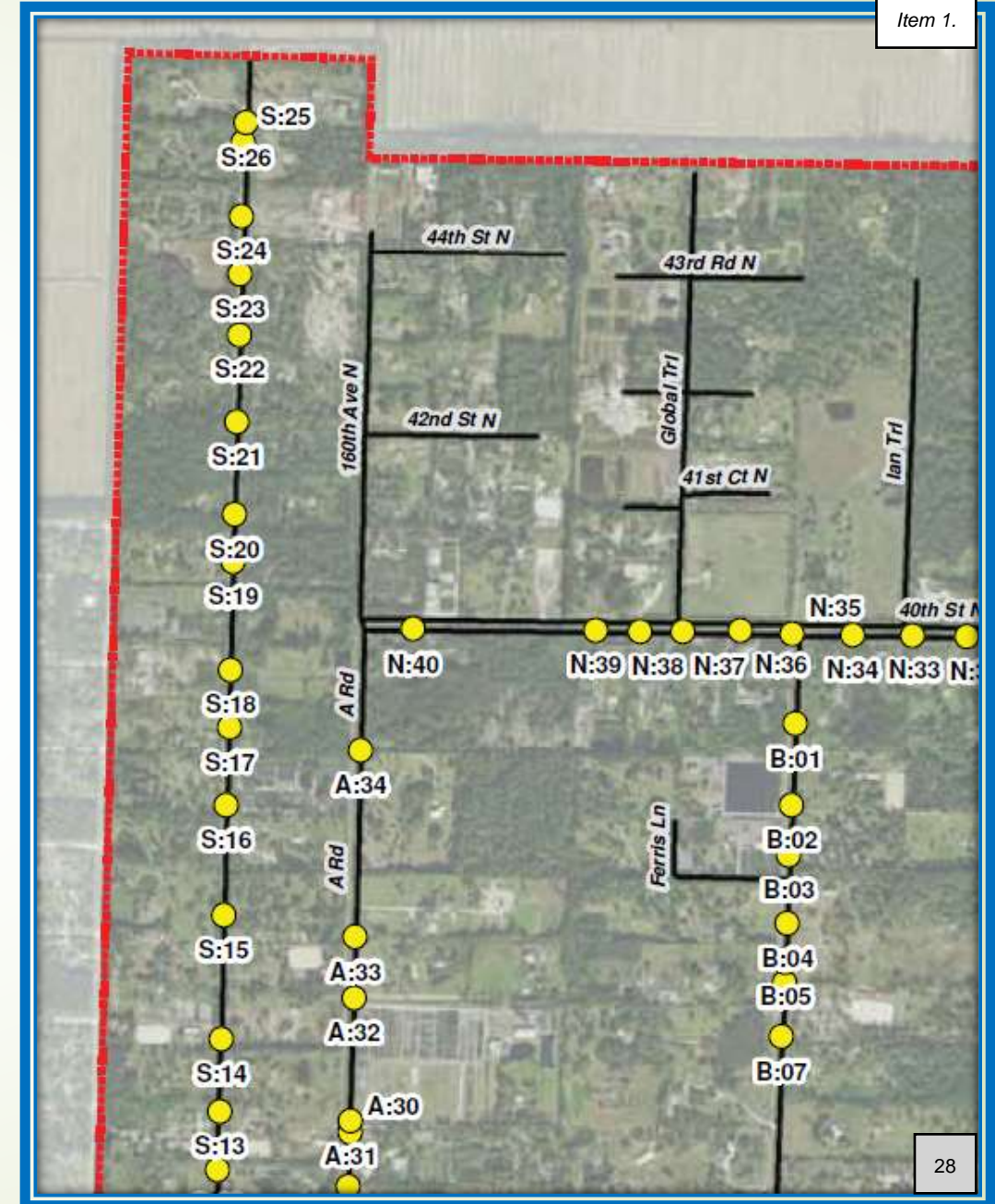
16

Some issues experienced by residents

- Flooding or washouts
- Limited property access for residents and services
- Roadway failures or canal bank collapse
- Recurring maintenance, repair, and replacement costs
- Unregulated water withdrawals from canal system
- Groundwater impacts for wells and septic systems
- Flood Insurance requirements
- Disputes over ownership, costs, and maintenance responsibility



Drainage Concerns



3. Surface Water Management System Challenges

Item 1.

18

Drainage System issues

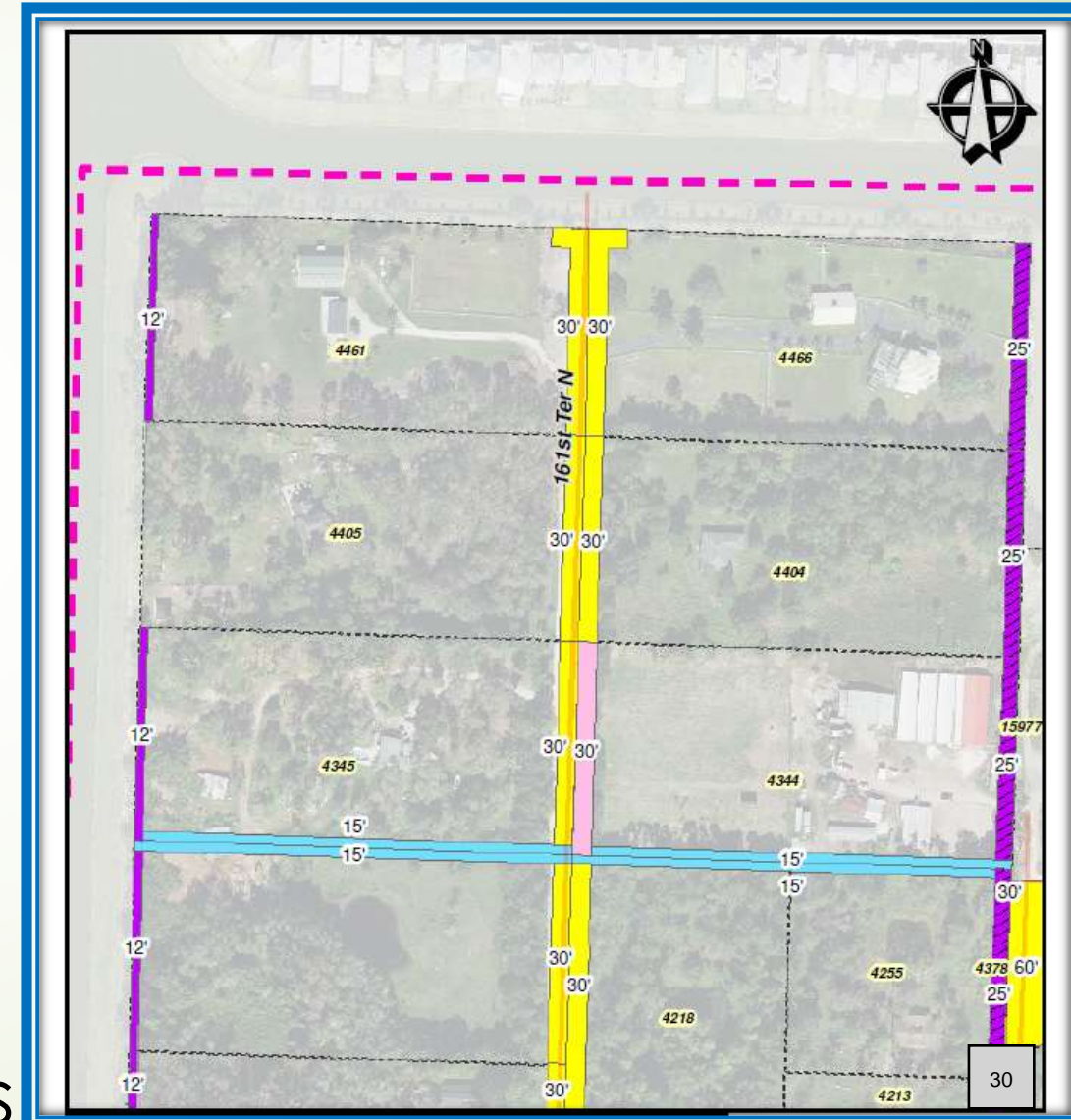
- ☐ Current level of maintenance
- ☐ Areas of Concern
- ☐ Easements
- ☐ Floodplain management requirements
- ☐ Canal dredging
- ☐ Maintenance of connections from property
- ☐ Maintenance of components within private properties
- ☐ Responsibility for culverts and bridges

Drainage System strategies

- ☐ Studies and data acquisition
- ☐ Modeling and predictive analysis
- ☐ Updating standards, practices, and ordinances
- ☐ Permitting, Monitoring and Compliance
- ☐ Canal Bank Stabilization and Maintenance
- ☐ Easement acquisition/ recording



Known Recorded Easements



4. Actions and Plans

Item 1.

20

Leveraging modern advances for cost-effect

- Mapping
- Monitoring
- Assessment
- Lifespan and manufacturing quality of materials
- Material flow characteristics
- GIS and tracking software

4. Actions and Plans

Item 1.

21

Improving standards

- Permitting and development review
- Ordinances
- Special assessments
- Code enforcement and compliance
- Maintenance planning & scheduling
- Replacement budgeting
- ✓ Provides consistency
- ✓ Ensures minimum level of functionality
- ✓ Clarifies and assigns responsibilities for maintenance
- ✓ Protects existing assets and future operations

4. Actions and Plans

Item 1.

22

1. Roadside drainage improvements
2. Culvert ordinance
3. Floodplain ordinance
4. Culvert replacement and repairs, canal bank restoration, and maintenance clearing and dredging
5. State appropriations, grant funding, infrastructure improvement initiatives
6. Water Use policy development
7. Resilient Florida storm preparedness and response initiative
8. Updates, Upgrades and Investigation of Alternatives

4. Actions and Plans

Item 1.

23

1. Roadside drainage improvements

Improving collection and conveyance of runoff to protect roadways for travel and investments in roadway materials and construction

- Schedule
- Budget
- Design & Permitting

4. Actions and Plans

Item 1.

24

2. Culvert ordinance

Protecting existing culverts, implementing standards for conveyance, connections, construction quality, record keeping, and clarifying limits and responsibilities for maintenance

- Private culverts, swales, ditches
- Maintenance
- Easement acquisition
- Compliance
- Benefit to existing system
- Impact on current users
- Funding
- Cooperation
- Future updates
- Permitting
- Culvert Access

4. Actions and Plans

Item 1.

25

3. Floodplain ordinance

Required for Town's inclusion in the National Flood Insurance Program, which makes flood insurance accessible and enhances usage value of real property. Protects floodplain from encroachments which might otherwise contribute to flooding of normally safe properties.

- Best management practices
- Life and property protection
- Health and safety protection (septic or agricultural overflow)
- Design review
- Certification by EOR and As-Built survey
- Mandatory record keeping

When the floodplain crosses property lines, adverse affects can be experienced some distance away from the cause.

Within the Town, the flood risk caused by any single project is small but the cumulative effect of many projects can be significant.

4. Actions and Plans

Item 1.

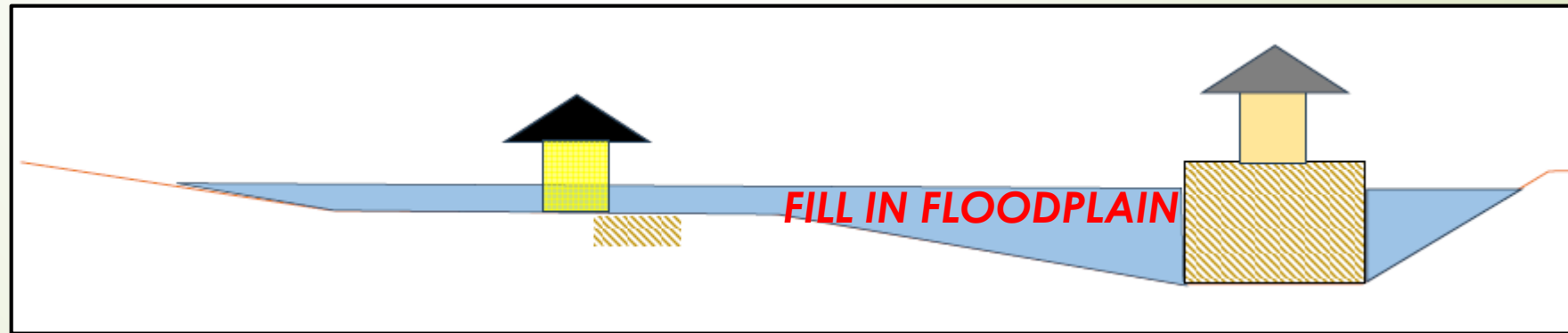
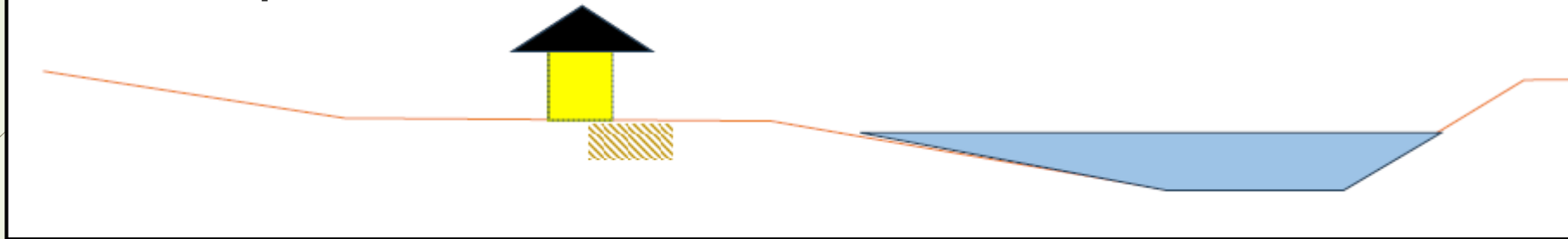
26

3. Floodplain ordinance

Floodplain Management

Floodplain management is a community-based effort to prevent or reduce the risk of flooding, resulting in a more resilient community.

Pre-Development Flood Elevation



Post-Development Flood Elevation

FSS 604.50

4. Actions and Plans

Item 1.

27

3. Floodplain ordinance

Floodplain Management

Floodplain management is a community-based effort to prevent or reduce the risk of flooding, resulting in a more resilient community.

FSS 604.50 Nonresidential farm buildings; farm fences; farm signs

Notwithstanding any provision of law to the contrary, any nonresidential farm building, farm fence, or farm sign that is located on lands used for bona fide agricultural purposes, not including those lands used for urban agriculture, is exempt from the Florida Building Code and any county or municipal code or fee, **except for code provisions implementing local, state, or federal floodplain management regulations.** A farm sign located on a public road may not be erected, used, operated, or maintained in a manner that violates any of the standards provided in s. **479.11**(4), (5)(a), and (6)-(8).

4. Actions and Plans

Item 1.

28

3. Floodplain ordinance

From FEMA:

- ❖ **Especially in flat areas, the floodplain provides a valuable function by storing floodwaters.**
- ❖ **When fill or buildings are placed in the flood fringe, the flood storage areas are lost and flood heights will go up because there is less room for the floodwaters.**
- ❖ **This is particularly important in smaller watersheds which respond sooner to changes in the topography.**
- ❖ **Community Rating System credits are available for communities that adopt compensatory storage requirements.**

4. Actions and Plans

Item 1.

29

3. Floodplain ordinance

From FEMA NFIP Floodplain Management Requirements Manual 480: Sanctions for Non-Participation

- ❖ **Flood insurance will not be available. No resident will be able to purchase a flood insurance policy.**
- ❖ ***If the community withdraws or is suspended, existing flood insurance policies will not be renewed.***
- ❖ ***No Federal grants or loans for the acquisition or construction of buildings may be made in identified flood hazard area under programs administered by Federal agencies such HUD, EPA, and SBA.***
- ❖ ***No Federal disaster assistance may be provided to repair insurable buildings located in identified flood hazard areas for damage caused by a flood***
- ❖ ***No Federal mortgage insurance or loan guarantees may be provided in identified flood hazard areas. This includes policies written by FHA, VA, and others.***
- ❖ ***Federally insured or regulated lending institutions, such as banks and credit unions, must notify applicants seeking home loans for insurable buildings in flood hazard areas that:***
 - ❖ ***There is a flood hazard and***
 - ❖ ***The property is not eligible for Federal disaster relief.***

4. Actions and Plans

Item 1.

30

4. Culvert replacement and repairs, canal bank restoration, and maintenance clearing and dredging

Assessing condition – 20+ years of sediment that needs to be removed

Scheduling preventative maintenance – Making the decision to complete in house or outsource

Budget and planning for repairs and replacements – Millions will be needed for all the repairs necessary.

4. Actions and Plans

Item 1.

31

5. State appropriations, grant funding, infrastructure improvement initiatives

Seeking assistance under existing programs that recognize the net benefits of improving public infrastructure

- \$750K this year available from State
- Resilient Florida grant (current) FDEP
- Local Mitigation Strategy (LMS) PBC
- Other funding sources investigation and pursuit

4. Actions and Plans

Item 1.

32

6. Water Use policy development

Cost analysis and ordinance needed to standardize conditions for connections to and withdrawals from the Town's surface water system to reduce waste and safeguard system functionality

- Best management practices
- Conservation and water shortage policy
- Health and safety
- Ordinances and requirements for users
- Fees and costs
- Permitting, review, compliance
- Implications of conversion for current users

4. Actions and Plans

Item 1.

33

7. Resilient Florida storm preparedness and response initiative

Task	Note
1. Kick Off Meeting	Completed
2. Conduct Steering Committee Meetings	Meeting 1 Completed
3. Public Outreach Meeting #1	Meeting Agenda in Draft
4. Acquire Background Data	90%, under final review
5. Exposure Analysis	FUTURE
6. Sensitivity Analysis	FUTURE
7. Public Outreach Meeting #2	FUTURE
8. Final Report	FUTURE

4. Actions and Plans

Item 1.

34

7. Resilient Florida storm preparedness and response initiative

- ✓ Evaluate pipes and conveyance channels for geometric deficiencies
- ✓ In-field condition assessment to document needed repairs
- ✓ Targeted risk assessment of Focus Areas and Critical Assets

Other Benefits

- System Inventory and Condition Assessment
- GIS Data
- Stormwater management routing model
- Maintenance schedule and recommendations for repair
- Budgetary decision making and Capital Improvement planning
- Access to additional funding sources and opportunities

4. Actions and Plans

Item 1.

35

8. Updates, Upgrades and Investigation of Alternatives

Updates to outdated critical equipment

To maintain minimum system operation

- Conduct a structural and operational assessment of existing control structures at A Rd, D Rd, and Folsom Rd
- Replace telemetric monitoring and remote control systems at all three existing control structures

4. Actions and Plans

Item 1.

36

8. Updates, Upgrades and Investigation of Alternatives

Storm hardening and resiliency upgrades

To prepare for emergency conditions, protect public services during emergency operations, reduce potential for major losses, and improve response and recovery efforts

- Replace public works pavilion with storm-resistant structure
- Procure stand-by auxiliary generator system with transfer switches and ancillary items for emergency operation of Town Hall and Public Works
- Design and construct area-wide drainage system improvements along Citrus Dr, Tangerine Dr, East Citrus Dr, and Orange Ave

4. Actions and Plans

Item 1.

37

8. Updates, Upgrades and Investigation of Alternatives

Investigation of alternative improvements

To allocate a fraction of the cost of major activities to determining the best and most feasible courses of action from among several alternatives in support of budgetary and planning decisions

- Investigate retaining wall installation for canal banks
- Investigate reinstatement of operable control structures on the north side of Okeechobee Blvd.
- Investigate hydraulic and operational benefits of adding pumps to the system for improved control within drainage district canals
- Investigate maintenance contract options for ongoing clearing, dredging, and debris removal services within canal system

4. Actions and Plans

Item 1.

38

8. Updates, Upgrades and Investigation of Alternatives

- Flashboard risers were previously in use along the north side of Okeechobee Blvd at all lettered roads
- Risers have not functioned since prior to the Town's incorporation

***NOTE: SAMPLE PHOTO - VISUAL AID ONLY**



Conclusion

Item 1.

39

The Town of Loxahatchee Groves has inherited a 100 year-old agricultural roadway and drainage system.

The roadway and drainage systems are indispensable and inseparable assets that support and sustain each other, as well as every resident, business, and visitor.

Standards have improved in the interim, and uses have diversified.

Conclusion

Item 1.

40

In order to provide satisfactory living conditions in the present, and be a desirable place to live under projected conditions, planning strategies should be endorsed to support the improvement of the infrastructure.

Conclusion

Item 1.

41

Some challenges have been inherited with the system's history, and some opportunities have emerged to address those challenges.

We are working to overcome issues that were here before the Town, and prevent the kinds of issues that may occur if these concerns are not promptly addressed.

A great place to live doesn't happen by accident.

END

52

Local Mitigation Strategy (LMS) Grant Submission

Item 1.

42

The Local Mitigation Strategy (LMS) serves as a foundation for soliciting and utilizing various funding sources, including local, state, federal, and other available resources. The strategy provides a compelling rationale for securing financial support for hazard mitigation projects and initiatives. By aligning with broader emergency management frameworks, such as Palm Beach County Emergency Management, the Town enhances its eligibility for funding opportunities.

The Town submitted 7 projects to be scored and added to the PPL list. This is the first time since 2018 that any submission was made by the Town.

- Town wide canal stabilization \$79,000,000
- Collecting canal stabilization \$1,020,020
- Gates and pumps \$300,000
- SCADA and Telemetry \$300,000
- Pumps and Weirs \$400,000
- Public Works Building \$750,000
- Town Hall generator and conversion \$75,000

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Discussion on Roadway Standards

Background:

As with all things in the Town, the root of the roadway system goes back to the 1925 plat. The Town was subdivided primarily into 20 acre parcels (up to 25 acres between F Road and what is now Folsom Road) located adjacent to lettered canals/roads A-F which ran South to North. The plat was bordered to the South by the C-51 canal and what now has become Southern Boulevard. Collecting Canal became, in part, an east/west roadway and what is now known Okeechobee Boulevard was designed to bifurcate the northern and southern portions of the plat running east to west through the entirety of the platted area. North Road gives east west access across the top of the plat. The distance between the lettered roadways is approximately a ½ mile and F Road to Folsom is approximately ¾ of a mile.

Over time subdivisions of the original 20 acre parcels occurred with access to the smaller lots provided by subdivision roads. Some of the subdivision roads connected one lettered road to another and other subdivision roads acted as access points only to the subdivision neighborhood. Lands to the north and west of the original 1925 plat are included within the Town's boundaries and are accessed by A Road and North Road with adjacent subdivision neighborhood roads accessing individual lots. The longest of those neighborhood subdivision roads is 161st. There are also a number of smaller subdivisions which are accessed off of the lettered roads by private easements. These private easements typically connect 4 or fewer lots.

The Town's current minimum size lot is 5 acres in size. Prior subdivisions have left the Town with 650 non-conforming lots of record.

The Town Council has made decisions to pave the lettered north/south roadways, Collecting Canal Road, and Folsom Road. The last of those roadways are scheduled to be paved in FY2025.

The Town Council has also included some of the longer neighborhood and subdivision connector roads in the FY23 and FY24 paving projects.

In order to better evaluate future maintenance plans, staff is in the process of establishing standards for all roadways as follows:

1. Grid Roads – These roads include the South to North lettered roadways, Folsom and East/West roadways Collecting Canal Road and North Road. Okeechobee Boulevard is not included in this classification as it is a County Road and maintained by Palm Beach County. The Major/Main roads are generally at least two miles in continuous length. They should have a maintained drive width of at least 18 feet with 20 feet being preferred. They should have a paved surface and be striped. An adjacent drainage area should be provided to collect and dispose stormwater.
2. Subdivision neighborhood connector roads - These roads connect the Grid roads to each other and provide access to at least 12 lots. The connector roads are usually at least a half mile in length and should have a maintained drive width of at least 16 feet. It is recommended that they have a paved surface. These roads should also include a drainage swale on either side to allow stormwater to discharge to the main canals.
3. Subdivision neighborhood roads with a straight away length of at least one half a mile, servicing at least 12 lots. These roads should have a maintained drive width of at least 16 feet. It is recommended they have a paved surface. These roads should also include a drainage swale on either side to allow stormwater to discharge to the main canals.
4. Subdivision roads with a straight away length of less than one half a mile servicing at least 12 lots. These roads should have a maintained drive width of at least 16 feet. Staff should make recommendations on the surfacing of the roads based on what is the most efficient means of maintenance. In making the recommendation, staff will take into consideration consistency of the maintenance for the main subdivision access road and its spurs, turns and arms. These roads should also include a drainage swale on either side to allow stormwater to discharge to the main canals.
5. Publicly maintained subdivision neighborhood roads servicing less than 12 lots. Staff will make a recommendation on the appropriate width of the road attempting to maintain a drive width of at least 16 feet and will make the recommendation on the most efficient surface and manner to maintain the road. These roads should also include a drainage swale on either side to allow stormwater to discharge to the main canals.
6. Private roads and easements.
 - a. There are a number of smaller subdivisions accessed by way of a private easement system created years ago which do not have maintenance agreements in place and are not necessarily maintained in accordance with current standards. To the extent these systems service otherwise conforming developed or undeveloped lots, it is staff's recommendation that such lots, when coming in for development and redevelopment be permitted to rely on the previously established easement access system, even if the access may be subject to a private challenge, due to a lack of clarity in the written recorded record.
 - b. Under current regulations the typical subdivision of a 10 or 20 acre parcel into two or more lots may require the establishment of easement in order to create frontage, when the newly created lot does directly abut a public or private street. While an easement for access

purposes to the newly created lot is a necessity, the staff believes the easement for the purpose of creating frontage does not serve a legitimate purpose and suggests the ordinance defining frontage be amended to have the portion of the newly created lot which is parallel to the street, onto which the access easement connects, be considered the back lot's frontage.

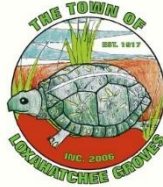
- c. Staff will be making recommendations to increase the accessibility of shared private culvert bridges.
- d. Staff will be making recommendations for access easements and private roads associated with culvert bridges.

Staff will be moving forward with measures to adopt the classification system and recommended changes in access based on the Council's discussion and direction.

Recommendation: Discuss and provide direction to staff.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Review of Proposed Culvert Ordinance and Revision to the Permit Authorization and Maintenance Agreement

Background:

Proposed Ordinance Amending Chapter 46 to reorganize and update its provisions as follows:

- Allowing for the district to abate violations and assess owners for abatement costs; and
- Providing a voluntary culvert special assessment assistance program for the repair, replacement, construction and/or maintenance of privately owned culverts, culvert crossings, and/or culvert bridges;
- Removing hauling permitting provisions; and
- Additional revisions are redlined.

Please note that the following items were not included but will come forward upon completion: related roadway standards; access, easements and permitting; and water use policy, program and fee schedule (see outline in separate agenda item). These are not simple revisions/additions and will take some time to research, discuss with staff/consultant, and prepare a draft.

Permit Authorization and Maintenance Agreement has been revised to address the authorization of permits for and maintenance of culvert improvements on private property to ensure that it is consistent with the revised Ordinance.

Recommendation: Discuss and provide direction to staff.

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “LOXAHATCHEE GROVES WATER CONTROL DISTRICT” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO ALLOW FOR THE DISTRICT TO ABATE VIOLATIONS AND ASSESS OWNERS FOR ABATEMENT COSTS, TO PROVIDE A VOLUNTARY CULVERT SPECIAL ASSESSMENT ASSISTANCE PROGRAM FOR THE REPAIR, REPLACEMENT, CONSTRUCTION AND/OR MAINTENANCE OF PRIVATELY OWNED CULVERTS, CULVERT CROSSINGS, AND/OR CULVERT BRIDGES, TO REMOVE HAULING PERMITTING PROVISIONS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

WHEREAS, the District has the power to levy assessments pursuant to Chapter 298, Florida Statutes and as otherwise authorized in its existing ordinances; and

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

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

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

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

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

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

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

Chapter 46 – SPECIAL DISTRICTS

ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT

DIVISION 1. – GENERAL PROVISIONS.

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

- (a) *Name and duration of district.* The district is a dependent district of the town. The name of the district shall be Loxahatchee Groves Water Control District, hereinafter referred to as the "district." The corporate life of the district is extended perpetually.

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

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

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

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

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

- (a) ~~(4)~~ *Exercise of powers.* The powers granted in this ~~division~~section may be exercised without the necessity of modifying or amending the water control plan for the district. ~~(5) Unless otherwise required by law or this chapter, the powers set forth in this division~~section shall be exercised by resolution adopted by a majority of the membership of the board of supervisors.
- (b) ~~(d)~~ *Powers of the district.*Roads.
 - (1) *Road maintenance, etc.*
 - a. In addition to the powers provided for in F.S. ch. 298, the district shall have the power to maintain roadways and roads necessary and convenient for the exercise of the

powers or duties of the district or the supervisors thereof in coordination with the town; and in furtherance of the purpose and intent of this ~~division~~section and F.S. ch. 298, in coordination with the town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.

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

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

(c)(8) Drainage works. The district shall have the power to require maintenance and/or repairs, including replacement, of any Drainage Works~~swale, drainage ditch, culvert, or canal connecting to any of the works of the district~~ where lack of such maintenance and/or repairs adversely impacts the district, its operations, or any of its works. “Adversely impacts” shall mean having a negative effect or potential for a negative effect, including but not limited to, increase flooding, erosion and sedimentation, increase in cost of public services, or other negative effect or potential negative effect, as determined in the sole discretion of the district. The board of supervisors shall cause notice to be given to any person owning land on which any such Drainage Works~~areswale, drainage ditch, culvert, or canal~~ is located in the event such maintenance and/or repairs is required. ~~and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof.~~

(d)(7) Uniform standards. The district shall have the power to adopt, by resolution, a uniform standard for Drainage Works~~culvert crossings, bridges, culverts, or other drainage systems that~~

~~connect with or cross over any of the works of, or lie within the rights of way of, the district.~~
The uniform standards adopted by the district shall be consistent with the Town's adopted standards for access. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

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

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

~~e.~~ Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any culverts or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district. ~~Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations. If, after such notice pursuant to this subsection, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith. Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to subsection (d)(7)d of this section within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, such lien shall be~~

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

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

~~request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal costs, repair or replacement construction costs, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.~~

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

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

Sec. 46-3. – Enforcement of Drainage Work Violations.

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

(b) *Options for compliance.* If a Drainage Work is not in compliance with the uniform standards, the Property Owner may comply the violation, as applicable, as follows:

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

(2)2- The Drainage Workstructure may be abandoned and removed by the permit holder at its expense, or, if the structure has not been permitted, ~~the district may~~ shall remove the Drainage Workstructure only if the district secures an affidavit acknowledging abandonment and executed by all interested parties. ~~and the district shall not be liable to any person or entity that uses such structure for its removal.~~

(3)3- The landowners using such Drainage Workstructure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a

permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming Drainage Work structure and the construction of a replacement structure at the sole expense of said landowners.

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

~~(5)5-~~ Alternatively, the affected landowners may pursue the voluntary culvert assessment program set forth in this chapter.

~~(6)6-~~ The special magistrate may order any other reasonable requirements to comply the violation(s).

(c) Establishment of nuisance abatement special assessment district. The district, in its entirety, as its boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a drainage works abatement special assessment district for the purposes of repairing or replacing existing Drainage Works. Individual properties, within the district's boundaries, will be assessed for the costs incurred by the district in repairing or replacing any Drainage Works. The repair or replacement of Drainage Works that adversely impact the district, its operations or any of its works constitutes a municipal service which specifically benefits the property(ies) upon which the Drainage Work attaches, benefits, or otherwise affects, and the assessment of the costs incurred by the district in repairing or replacing such Drainage Works against a property(ies) is deemed fair and reasonable. The costs incurred by the district in repairing or replacing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

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

property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

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

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

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

(4) Hearing. If a hearing is timely requested, enforcement action shall proceed as follows:

- a. Generally. The district will coordinate with the town to use the town's special magistrate to hear these matters on a regularly scheduled agenda. The district shall send a written notice of the hearing date, time, and location to the Property Owner by regular U.S. mail at the mailing address provided by the owner in its request for a hearing.
- b. Procedures. Upon request of the district, a special magistrate hearing shall be scheduled. Minutes shall be kept of all special magistrate hearings. The case shall be presented to the special magistrate, and if the district prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs in prosecuting

the case before the magistrate and such costs may be included in the lien authorized hereunder. The magistrate shall take testimony from the appropriate staff and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing or a reasonable time thereafter, the special magistrate shall issue an order that includes findings of fact, based on evidence of record, conclusions of law, and proper relief. The order may also include a time to comply as described in this subsection and a fine may be imposed along with the costs of repairs if the order is not complied with. The decision of the special magistrate will be final.

- c. *Time to comply.* If after hearing testimony and reviewing evidence, the special magistrate determines that the Drainage Work requires maintenance and/or repairs and is in violation of this division, administrative costs will be assessed against the owner, and the owner shall have a reasonable time, as determined by the special magistrate, to perform the maintenance and/or repairs. After the time to perform the maintenance and/or repairs has expired, the district will be authorized to perform the maintenance and/or repairs at the expense of the Property Owner. The costs of the abatement including the costs of inspection, administration, and all other related costs will be assessed against the property as set forth in this section for nuisance assessments. After the time to perform the maintenance and/or repairs has expired, in the alternative to performing the abatement, the district will have the right to impose a daily fine (up to \$250.00 per day) for each day the violation continues after the time set for compliance.

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

- a. *Notice and hearing.* The district will make a reasonable effort to notify the Property Owner and may immediately request a hearing before the special magistrate. The notice shall include a brief description of the violation, time to comply the violation, if appropriate under the circumstances, and the date, time, and location of the hearing. The special magistrate will determine if a violation has occurred, provide a reasonable time to comply (if appropriate), allow the district to abate the violation if the owner fails to timely comply the violation, and charge the Property Owner the costs for such abatement. If the Property Owner fails to attend the hearing or the special magistrate otherwise finds that the situation does not or should not allow for an opportunity for the Property Owner to comply the property, the special magistrate may provide for the district's authority to immediately abate the violation. If the district does not intend to abate the violation, the special magistrate may provide the Property Owner a time to comply the violation and impose a daily fine for each day the property

remains in violation past the date set for compliance. The hearing shall be conducted in accordance with the hearing procedures set forth in section 46-3(c)(4) of this Code, and the decision of the special magistrate will be final.

b. *District responsibilities.* The district shall not be required to abate any violation, but may voluntarily undertake abatement if authorized to do so by the special magistrate or as authorized elsewhere in this chapter. If the district abates a violation, there is no continuing obligation on the part of the district to make further repairs or to maintain the property or the Drainage Work(s), and the abatement does not create any liability against the district for any damages to the property if such abatement was completed in good faith.

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

d. *Notices.* Notices under this subsection shall be provided to the Property Owner at the mailing address provided for on the tax collector's or property appraiser's website. Notices shall be delivered either by hand-delivery or by posting and mailing by regular U.S. mail and certified mail, return receipt requested. The notice shall be deemed to have been received on the date of hand-delivery or the earlier of the date the return receipt was signed or ten (10) days after the notice was first posted.

(6) *Abatement costs.* Abatement costs may include but are not limited to any costs, fees or other expenses reasonably related to the abatement of the conditions which violate this chapter and shall include but not be limited to enforcement, investigation, inspection, reinspection, removal, repair and/or correction of Drainage Work, permitting, surveying, securing easements, legal advice, engineering consultations, other professional consulting fees, and administrative costs. Administrative costs may include the cost of town staff time reasonably related to enforcement (e.g., site inspections, travel time, investigations, telephone contacts, preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) *Special Assessments.*

(1) *Nuisance assessments.* Upon the failure of any ~~p~~Property ~~o~~Owner to pay any ~~such~~ abatement assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a special assessment lien on all lands and premises affected thereby. The costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the affected property(ies). The board of supervisors may, by the adoption of a resolution levying such charges, document such lien(s) in the amount of the charges outstanding, or such greater or lesser amount as the board of supervisors shall decide is just and fair. Assessment of liens levied in this manner may be

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

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

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

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

Sec. 46-4. – Financial and Additional Assessment Powers of District.

(a) ~~(6)~~ Generally. The board of supervisors, in the exercise of powers pursuant to this division ~~section~~, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.

(b) Uniform Method; collection alternatives. ~~(H)~~All special assessments levied pursuant to this division~~section~~ may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by

the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this ~~division~~section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment in full at any time.

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

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

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

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

installments in which the assessment is divided shall be entered and shown on said assessment roll.

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

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

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

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

~~(8)h.~~ If any special assessment made under the provisions of this subsection (c) to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or

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

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

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

(d) Voluntary Culvert Special Assessment Assistance Program.

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

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

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

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

“Assessment Roll” means the list of Assessed Parcels subject to the assessments imposed under this subsection. References to the term “Assessment Roll” shall include, as the context requires, any electronic spreadsheet or database maintained by the district containing a list of Assessed Parcels and the current principal balance imposed against

such parcels, as well as the “non-ad valorem assessment roll” contemplated by the Uniform Assessment Collection Act which is certified to the Tax Collector for collection of annual installments of the assessments levied under this subsection.

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

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

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

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

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

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

- a. A copy of the deed or other instrument showing the applicant’s current ownership of the property.
- b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by a licensed and insured contractor, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
- c. The most recent statements for any mortgages encumbering the property.
- d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with

the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.

(5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:

- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
- b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.
- c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
- d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).

(6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.

(7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.

- (8) *Financing agreement.* A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) *Maintenance agreement.* A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.
- (10) *Disbursement.* Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:
- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses including but not limited to recording fees, credit reports and title searches. The principal amount of the Culvert Assessment shall include the amount retained.
 - b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however, that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.
 - c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.
- (11) *Procedure for collection of assessments pursuant to Uniform Method.* Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. The schedule for the collection of any Culvert

Assessment in annual installments shall be no longer than ten (10) years. In the alternative, the district may elect to collect assessments by any other method which is authorized by law.

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

(e) ~~(40)~~ *Bonds.*—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment, at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by

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

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

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

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

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

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

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

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one year period to or from the property of any landowner.~~

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

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

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

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

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

- ~~(iv) Description of routes upon which the hauling operation will be conducted.~~
- ~~(v) Dimensions and maximum total weight of hauling vehicles.~~
- ~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~
- ~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~
- ~~(viii) Approval of the county's engineering department, if required.~~
- ~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

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

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

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

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

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

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

~~(3) Liability.~~

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

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

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

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

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

~~district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

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

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

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

a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.

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

c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.

d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

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

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

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

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

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

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

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

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

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

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

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

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterruptedly for seven years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

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

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized.

The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

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

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

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

Section 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 7. 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 _____, 2024.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
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 _____, 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles

PREPARED BY:
 Torcivia, Donlon, Goddeau & Rubin, P.A.
 701 Northpoint Parkway, Suite 209
 West Palm Beach, Florida 33407

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

Property Appraisers Parcel
 Identification (Folio) Number(s):

_____ [space above this line for recording data.] _____

PERMIT AUTHORIZATION AND MAINTENANCE AGREEMENT

THIS PERMIT AUTHORIZATION AND MAINTENANCE AGREEMENT ("Agreement") is dated this ____ day of _____, 20__, by and between the LOXAHATCHEE GROVES WATER CONTROL DISTRICT (the "District") and _____ (the "Owner") of the property located at _____ (the "Property").

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Multiple owners/properties.** If this Agreement involves more than one property and more than one property owner, all such owners shall be included in the term "Owner" and all such properties shall be included in the term "Property" throughout the Agreement. All owners shall execute Attachment 1 "Multiple Owners Identification and Execution." If the multiple owners have established a single entity or otherwise have a legally sufficient written agreement to authorize one or more members of the group of multiple owners to act on behalf of the group or the single entity, such agreement shall be attached hereto as Exhibit 1 to Attachment 1 and the individuals with authority shall execute the Agreement. Said Exhibit and Attachment are incorporated herein by this reference. All owners shall be jointly and severally liable for any and all breaches of this Agreement, associated costs and fees hereunder (e.g., indemnification, hold harmless, defense provisions, etc.) or otherwise, and any violations of applicable laws, ordinances, permits, rules and regulations.

2. **Permit authorization.** Subject to the terms and conditions of this

Agreement, the District authorizes the Town of Loxahatchee Groves ("Town") to issue to Owner a permit to place a culvert connecting the Property to a Town right-of-way (the "Culvert") where the Culvert will be placed within a canal of the District, said permit to be in the form attached hereto as Exhibit A ("Permit").

3. **Title to property.** Owner warrants and represents that he has fee simple title to the Property, which is more particularly described in the attached Exhibit B.

4. **Compliance with permit and applicable laws.** Owner agrees to abide by all of the terms and conditions of this Agreement and the Permit, including any representations made on the Permit application. Owner acknowledges that the Permit does not convey any property rights or any right or privileges other than those specified therein. The District approves the Culvert only to the extent of its interest in the works of the District. The Owner shall obtain any other necessary Federal, state, local, special district and private authorizations prior to placement of the Culvert authorized by the Permit. The District, however, assumes no duty to ensure that any such authorizations have been obtained.

5. **Owner maintenance duties.** The Culvert shall remain the property of the Owner, who shall be solely responsible for ensuring that the Culvert remains in good and safe condition and complies with Chapter 46 of the Town's Code of Ordinances, as amended from time to time, and all other applicable Federal, state and local laws, safety standards, rules and regulations. The District assumes no duty with regard to ensuring that the Culvert is so maintained and assumes no liability with regard to injuries caused to the Owner or others by any such failure to so maintain the Culvert. The District further assumes no duty to ensure that the Culvert complies with the safety standards of other governmental entities.

6. **Noninterference.** In placing and maintaining the Culvert, Owner shall not interfere with the construction, alteration, maintenance or operation of the works of the District and Owner shall be responsible for any costs and fees incurred by the District resulting from any such interference.

7. **Interference.** Owner agrees, that in the event (i) the Culvert is interfering with the proper operation of the District's works (as solely determined by the engineer for the District) or (ii) the District or Town alters its canals or roads in such manner as to preclude the proper operation of the Culvert, then upon sixty (60) days' notice, Owner shall remove the Culvert at his sole expense. In the event the Owner does not remove the Culvert within sixty (60) days of receiving said notice, then the District may, but shall not be obligated to, remove the Culvert and Owner shall be responsible for any costs or expenses involved in such removal by the District.

8. **Indemnification.** Owner shall indemnify, defend, and hold harmless the

District, its Board of Supervisors, the Town, its Council and their respective officers, agents and employees from and against any and all liability on account of any causes of action, claims, losses, damages (including but not limited to consequential), debts, expenses, costs, or legal fees (including but not limited to attorneys' fees through trial and all appeals) that might arise out of, or result from the ownership, placement, maintenance or operation of the Culvert, the breach of this Agreement, the violation of any applicable law, ordinance, permit, rule or regulation, and/or negligence, reckless conduct or intentional conduct, whether caused by the Owner or a third-party.

9. **Notices.** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the District or the Owner have a change of address, the other party shall immediately be notified in writing of such change in accordance with the procedures herein, provided, however, that each address for notice must include a street address and not merely a post office box. Notices shall be addressed to the appropriate party as follows:

If to the District:

Loxahatchee Groves Water Control District
c/o Town Manager, Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

If to the Owner:

10. **Enforcement Costs/Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

11. **Applicable law and venue; waiver of jury trial; remedies.** In the event of any litigation regarding the Permit or this Agreement, the parties agree that venue thereof shall be had only in the courts of Palm Beach County, Florida. The terms and provisions of this Agreement and the Permit shall be construed and interpreted according to the laws of the State of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The Town shall not be liable to the Owner for any special, incidental or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages.

12. **Agreement runs with the land.** The rights and obligations contained herein shall be binding upon the respective parties and their successors and assigns, provided, however, that the rights and obligations of the Owner shall not be separated from, and shall run with, ownership of the property described in the attached Exhibit B. The parties agree that a copy of this Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall run with the land.

13. **Survival; waiver; severability; preparation.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination. Failure of a party to enforce or exercise any right under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter. If any term or provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

14. **Entire agreement; counterparts.** The Town and the Owner agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained herein may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument. The parties agree to accept the execution of this Agreement by electronic means (e.g., email, facsimile, etc.) and shall accept the same as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

WITNESSES:

(1) _____
 Print Name: _____
 Address: _____

(2) _____
 Print Name: _____
 Address: _____

OWNER: _____

Title: _____

(Include name of entity and title of person signing if signing for corporation, partnership, or other agreement, etc.)

By: _____

Print Name: _____

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

OWNER – if corporation, partnership,
 or other agreement, etc.

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of ___, 20___, by _____, as _____ of _____, a _____, on behalf of said _____. He/she is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____

Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

OWNER – if individuals

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of ___, 20___, by _____, who is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____
Notary Public

(NOTARY SEAL)

My commission Expires:

ATTEST:

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

District Clerk

By: _____
Laura Danowski, President

Office of the District Attorney

EXHIBIT A
Permit

DRAFT

EXHIBIT B
Property Description

DRAFT

ATTACHMENT 1
“MULTIPLE OWNERS IDENTIFICATION AND EXECUTION FORM”
[PERMIT AUTHORIZATION AND MAINTENANCE AGREEMENT]

In consideration of the mutual promises and covenants contained in the Permit Authorization and Maintenance Agreement (“Agreement”), the Owner hereto has caused this Agreement to be executed, the day and year first above written in the Agreement.

USE THIS SIGNATURE BLOCK IF SINGLE-ENTITY OR INDIVIDUAL OTHERWISE LEGALLY AUTHORIZED TO SIGN ON BEHALF OF ALL OTHER OWNERS (MUST ATTACH PROOF OF SINGLE-ENTITY ORGANIZATION OR OTHER AGREEMENT AS EXHIBIT 1 TO ATTACHMENT 1):

WITNESSES:

(1) _____
 Print Name: _____
 Address: _____

(2) _____
 Print Name: _____
 Address: _____

OWNER: _____
 Title: _____
 (Include name of entity and title of person signing if signing for corporation, partnership, or other agreement)

By: _____
 Print Name: _____

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of ____, 20__, by _____, as _____ of _____, a _____, on behalf of said _____. He/she is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

 Print Name: _____
 Notary Public

(NOTARY SEAL)

My commission Expires:

USE THIS SIGNATURE BLOCK IF ALL OWNERS SIGNING INDIVIDUALLY:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of _____, 20___, by _____, whose property address is _____, who is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____
Notary Public

(NOTARY SEAL)

My commission Expires: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of _____, 20___, by _____, whose property address is _____, who is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____
Notary Public

(NOTARY SEAL)

My commission Expires: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of _____, 20___, by _____, whose property address is _____, who is _____

personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of _____, 20___, by _____, whose property address is _____, who is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____
Notary Public

(NOTARY SEAL)

My commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of ___physical presence or ___ online notarization this ___ day of _____, 20___, by _____, whose property address is _____, who is personally known to me or has provided _____ (type of identification) as identification and did not take an oath.

Print Name: _____
Notary Public

(NOTARY SEAL)

My commission Expires:

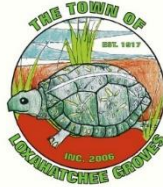
[Add more pages if additional owners.]

EXHIBIT 1 TO ATTACHMENT 1
[ATTACH PROOF OF SINGLE-ENTITY ORGANIZATION OR OTHER AGREEMENT]

DRAFT

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Discussion on Floodplain and FEMA Requirements

Background:

The Town adopted the FEMA floodplain requirements in 2017. In short, floodplain management regulations are what enable the Town to not only mitigate the risk of flooding but also is the mechanism that enables the Town to be included in FEMA reimbursements for disasters. All properties, including bona fide ag properties, are subject to the regulations. Should the Town not comply or activity withdraws, there are considerable impacts to both the Town and its residents including but not limited to:

- Flood insurance unavailable to residents
- Limited and more costly options for lending & mortgages
- No mortgage insurance
- Not only no funding available from FEMA, also no funding available from other Federal agency programs.

FEMA has issued guidance recently relative to agricultural structures, including a sample ordinance, that we are currently evaluating (included in this package). Further, we anticipate that the Floodplain Management for the Town will change significantly based on the results of the Resilient Florida grant project such that we will be looking more towards managing watersheds identified by the project rather than single properties as we do now under the model ordinance adopted by the Town in 2017.

Recommendation: Receive and File.



GUIDANCE FOR AGRICULTURAL STRUCTURES: Ordinance changes for variances to wet floodproof agricultural structures in flood hazard areas

Office of Floodplain Management

Florida Division of Emergency Management

Helpline: 850-815-4556 and floods@em.myflorida.com

January 2024

OBJECTIVE: This guidance explains FEMA-approved variance conditions and limitations to authorize wet floodproofed agricultural structures in flood hazard areas. It also describes and includes model language to modify floodplain management regulations to specifically provide criteria for variances to allow wet floodproofed agricultural structures (as defined by the FEMA Policy).

DESCRIPTION: In February 2020, FEMA released FEMA Policy #104-008-03, a policy defining agricultural structures and accessory structures and specifying conditions and limitations that must be imposed when communities allow property owners to build those structures using wet floodproofing techniques instead of complying with the NFIP requirements to elevate or dry floodproof nonresidential structures. In August 2020, FEMA published FEMA P-2140, *Floodplain Management Bulletin: Requirements for Agricultural Structures and Accessory Structures*. The Bulletin and Policy are available here: www.fema.gov/media-collection/floodplain-management-requirements-agricultural-and-accessory-structures

The FDEM Office of Floodplain Management (OFM) developed this guidance for agricultural structures based on the Policy and Bulletin. It was reviewed by floodplain management specialists with FEMA Region IV. The OFM prepared separate guidance for accessory structures.

Agricultural structures may be elevated or dry floodproofed to or above the Base Flood Elevation plus one foot.

Communities must modify regulations to process variances to approve wet floodproofed agricultural structures.

The NFIP Community Rating System advises that adopting these variance provisions will not adversely impact credit points. However, points for freeboard may be reduced when Elevation Certificates for wet floodproofed agricultural structures are reviewed (see NFIP/CRS Update February/March 2021).

To satisfy the NFIP, buildings, structures, and facilities exempt from the Florida Building Code located in SFHAs are regulated by local floodplain management regulations. By Florida Statute, nonresidential farm buildings on farms (sec. 60.50, F.S.) are exempt from the Florida Building Code. However, nonresidential farm buildings are subject to local floodplain management regulations.

Local floodplain regulations require permits for buildings exempt from the FBC and include a section specifically for design and construction, requiring those buildings to be in accordance with ASCE 24 (see below, from the Florida Model Ordinance). The wet floodproofing provisions of

The contents of some agricultural structures may be more valuable to protect than the structures themselves. In those cases, owners should consider the benefits of complying with the elevation or dry floodproofing requirements of ASCE 24, rather than seeking variances for wet floodproofing.

IMPORTANT NOTE!

All communities that amend their local floodplain regulations or the FBC must submit draft ordinances to the OFM at least 30 days before presenting proposals to planning boards or elected officials.

Please put the community name in the subject line and send to floods@em.myflorida.com.

Or send a request for the OFM to work with you to prepare a draft.

ASCE 24 are equivalent to those described in the FEMA Policy. However, communities **must have a mechanism to ensure compliance** with the FEMA Policy, which establishes criteria for consideration of individual variances for wet floodproofed agricultural structures. The best way to have a mechanism to ensure compliance with the FEMA Policy is to adopt specific provisions for consideration of variances for agricultural structures. The specific provisions must be considered in combination with the standard variance requirements.

Item 4.

301.1 Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 104.3 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/ (Guidance, Ordinance Amendments, FBC Amendments, and Sample Forms).

APPROACHES NOT INCLUDED IN THIS GUIDANCE. FEMA P-2140 outlines two approaches that are not included in this guidance:

1. The “community-wide exception” is an approach that allows communities specifically approved by FEMA to issue permits rather than handle agricultural structures or large accessory structures as individual variances. As of May 2020, FEMA has not issued guidance for requesting FEMA approval.
2. An approach to allow repair and restoration to pre-damaged condition agricultural structures that are substantially damaged by flooding and agricultural structures designated “repetitive loss properties” by the NFIP.

After reading FEMA P-2140, communities interested in these approaches should contact the Office of Floodplain Management at floods@em.myflorida.com for referral to the FEMA Region IV office. Subsequent correspondence with the Regional Office should copy the OFM.

ORDINANCE NO. XX-XX

AN ORDINANCE BY THE {community's governing body} AMENDING THE {name of community} LAND DEVELOPMENT CODE TO MODIFY {insert appropriate chapter/section numbers} TO PROVIDE VARIANCE CRITERIA FOR AGRICULTURAL STRUCTURES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **{Chapter 125 – County Government or Chapter 166 – Municipalities}**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the **{community' governing body}** has determined it appropriate to adopt variance provisions that are consistent with the FEMA Policy to allow consideration of variances for wet floodproofed agricultural structures, as defined in the FEMA Policy.

NOW, THEREFORE, BE IT ORDAINED by the **{community's governing body}** of the **{name of community}** that the **{insert appropriate chapter/section numbers}** is amended as set forth in the following amendments, as shown in strikethrough and underline format in Section 1.

SECTION 1. AMENDMENTS

The **{insert appropriate chapter/section numbers}**, is hereby amended by the following amendments.

Add a new definition as follows:

Agricultural structure. For floodplain management purposes, a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

In Section XXX Variances and Appeals, add a new Section XXX.X as follows:

Section XXX.X. - Agricultural structures. A variance is authorized to be issued for the construction or substantial improvement of at-grade agricultural structures provided the requirements of this section are satisfied and:

(1) A determination has been made that the proposed agricultural structure:

(a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.

(b) Has low damage potential (amount of physical damage, contents damage, and loss of function).

(c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.

(d) Is not located in a coastal high hazard area (Zone V/VE), except for aquaculture structures dependent on close proximity to water. [DELETE (d) IF COMMUNITY HAS ONLY ZONE A/AE and renumber remaining item]

(e) Complies with the wet floodproofing construction requirements of paragraph (2) below.

(2) Wet floodproofing construction requirements.

(a) Anchored to resist flotation, collapse, and lateral movement.

(b) When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.

(c) Flood damage-resistant materials are used below the base flood elevation plus one (1) foot.

(d) Mechanical, electrical, and utility equipment, including plumbing fixtures, are elevated above the base flood elevation plus one (1) foot.

SECTION 2. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **{insert name of community or all unincorporated areas of the county}**. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 3. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **{community's governing body}** that the provisions of this ordinance shall become and be made a part of the **{name of community's}** Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered. The word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect on **{insert date}**.

Use your community's standard signature block.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Discussion on Maintenance Program including Swales/Ditches, Canal Dredging/Bank Restabilization, and Catch Basins/Culverts

Background:

The Town of Loxahatchee Groves is responsible for the drainage throughout the Town and insuring the risk of flooding is reduced utilizing the Floodplain Management Program and FEMA guidelines. This discussion will focus on the following:

- The current and future maintenance and remediation of the Town's swales and ditches;
- The existing canal system concentrating on sediment removal and bank stabilization; and
- The catch basins that need to be installed with culverts on the paved roads.

Recommendation: Receive and file.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Discussion on Water Use Policy

Background:

Attached is a draft “Land Development Permit Application” that has been modified to include an Agricultural Water Use section for permitting. The edits and additions are highlighted in yellow and are recommended by Keith Jackson with Engenuity.

We and our engineers met with SFWMD (see attached meeting summary), and after that meeting Keith’s opinion was that we can simplify continue our procedure for permitting of “dependent secondary users” (as recognized in our Master SFWMD Water Use permit). These permits would generally be for purposes of surface water withdrawals for agricultural and residential irrigation, fire protection and stabilization of pervious surfaces. Water consumption will remain a well production process, as it is now.

The revised form has an added section for the water use fee – \$250 application and \$2,000 escrow (Total \$2,250, similar to the standard FDA application fees). Water Use permits would be for a 5-year term and renewable if conditions remain unchanged.

The formula for the Agricultural Water Use Permit is located (also highlighted in yellow) at the end of the Land Development permit application/forms. This application covers all the engineering submittal information necessary for reviewing the water use application, including the Modified Blaney-Criddle calculation spreadsheet.

The Town intends to proceed with the attached revisions to the site development application reviewing water use concurrent with the FDA review, the Town has identified numerous historical “straws” and other unpermitted pipes using water from our system. We intend to send a courtesy letter out to all of the identified locations with a revised short form application to submit along

with stated fee of \$250 by a date certain. While we are in process of drafting and adopting a more tailored policy for the Town to adopt, we are essentially doing what SFWMD does for water use permits in light of the project information, calculations, and ensuring site plans are specific to needs for irrigation and stabilization (i.e. sand ring moisture control) as well as providing for compliance with the Master permit.

Recommendation: Receive and File.



Town of Loxahatchee Groves

Land Development Permit Application

Application Information

1. The issuance of a Land Development Permit by the Town for site work with complete engineering plans will be required prior to the approval of any building application.
2. See the List of Required Attachments on following page.
3. All required land development approvals will be processed concurrently. Submittal using a single form may help to reduce overall processing time.
4. Escrow account for cost recovery per Town of Loxahatchee Groves Code of Ordinances, Part II, Section 34-3 and pre-construction meeting (to be scheduled by applicant) are required for all applications.
5. Retroactive (after the fact) applications require 4x listed application fee in addition to escrow deposit.

Application Instructions

1. Select Application type(s) by checking appropriate boxes.
2. Include Attachments per list on following page for all included permit types.
3. Read Standard Conditions of Approval and notes for selected permit types, then sign the application.
4. E-mail materials to: permits@loxahatcheegrovesfl.gov with the project address in the subject line.
5. Receive confirmation e-mail and letter(s) with Application ID(s) (typically one to three days).
6. Make payment to Town of Loxahatchee Groves for Total Amount Due including all selected applications to begin the review of your application.

* Escrow deposit of \$5000 required for multiple, concurrent applications.

Check All That Apply	Land Development Applications	Application Fee	Escrow Deposit	Total Amount Due
Site Development (SD) (Requires Vegetation Removal Application)				
<input type="checkbox"/>	Site Development	\$250	\$2,000	\$2,250
<input type="checkbox"/>	Agricultural Water Use	\$250	\$2,000	\$2,250
Right-of-Way (RW)				
<input type="checkbox"/>	Right-of-Way - Drainage Connection to R/W line	\$500	\$2,000	\$2,500
<input type="checkbox"/>	Right-of-Way - Drainage through R/W	\$500	\$2,000	\$2,500
<input type="checkbox"/>	Right-of-Way - Driveway Connection to R/W line	\$500	\$2,000	\$2,500
<input type="checkbox"/>	Right-of-Way - Driveway through R/W or over canal	\$500	\$5,000	\$5,500
<input type="checkbox"/>	Right-of-Way - Utility	\$500	\$2,000	\$2,500
<input type="checkbox"/>	Right-of-Way - Utility, Comm.	\$500	-----	\$500
<input type="checkbox"/>	Right-of-Way - Other	\$500	\$2,000	\$2,500
<input type="checkbox"/>	Sign Permit	\$500	-----	\$500
Vegetation Removal (SC) (Required for Site Development Application, Select One)				
<input type="checkbox"/>	Vegetation Removal	Form SC	\$102	\$2,102
<input type="checkbox"/>	Vegetation Removal, Residential	Form SC	\$102	\$2,102
<input type="checkbox"/>	Vegetation Removal, Qualified (Bldgs, Fence, Driveway, Septic)	Form SC Q	\$102	\$102
<input type="checkbox"/>	Vegetation Removal, Noticed (Dead, Exotics, Nuisance)	Form SC N	\$102	\$102
Check this box if no trees will be removed. Vegetation Removal Forms above are not required.				
<input type="checkbox"/>	No Tree Removal	-----	-----	-----



Town of Loxahatchee Groves

Land Development Permit Application

Project Information

Project Information

Project Name: _____

Project Value (\$): _____ Acres: _____

Parcel Control No(s): _____

Project Address(es): _____

Project Description

Brief written description of proposed project:

Site Information

Plat Name: _____ Lot No.: _____ Plat Book/Page: _____

Access Road: _____

Road Frontage (feet): _____

Property Owner Information (Include extra sheets if needed for multiple properties/Owners)

Owner Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____ E-mail Address: _____

Applicant Information

Applicant Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____ E-mail Address: _____

Contractor Information

Contact Name, Title: _____

Company: _____

Town Contractor ID: _____ FL License No: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____ E-mail Address: _____



Town of Loxahatchee Groves

Land Development Permit Application

Standard Conditions of Approval

1. Prior to the commencement of construction, the Applicant shall schedule a preconstruction meeting with Town's staff or its agents. Site construction observations by Town's staff or its agents related to the infrastructure permit will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order of all work/construction activity for the subject development site.
2. The construction, operation and/or maintenance of any elements of the subject project shall not have any negative impacts on the existing drainage of surrounding areas. If, at any time during the project development, it is determined by the Town's staff or its agents that any of the surrounding areas are experiencing negative drainage impacts caused by the project, it shall be the Applicant's responsibility to resolve said impacts in a period of time and a manner acceptable to the Town's staff or its agents prior to additional construction activities. At its discretion, the Town may issue a stop work order or cease issuing permits until all drainage concerns are resolved.
3. The Applicant shall comply with all Occupational Safety and Health Administration (OSHA), United States Environmental Protection Agency (EPA) and State of Florida Department of Environmental Protection (FDEP) regulations and permit requirements for construction activities.
4. Applicant shall comply with all FDEP NPDES general permit requirements, including but not limited to, preparation of a Storm Water Pollution Prevention Plan and identification of appropriate Best Management Practices (BMP's), as generally accepted by the FDEP. Regular maintenance of these (BMP's) is expected and a failure to do so may result in "negative drainage impacts" and would be governed as described in condition number 6; reports must be submitted to the Town on a weekly basis.
5. Prior to the issuance of the Certificate of Completion for the floodplain development permit, the Applicant shall provide a signed and sealed certification letter from the engineer-of-record and record drawings for Town's staff or its agents review and approval. Record drawings shall detail the location of all underground utilities in state plane coordinates and shall show the bank slopes and depict the surface area for all water management facilities. The vertical datum shall be clearly identified on each plan sheet. Underground facilities within AutoCAD shall be adjusted to the as-built locations and shall be layered using the Town's AutoCAD Layering Definitions. The submittal shall include 3 hard copies signed and sealed by a professional surveyor licensed in the state of Florida and electronic copies shall be submitted with both AutoCAD and PDF files.
6. The Permittee shall complete all tasks required by the Town for closeout of this Permit.
7. Record drawings shall detail the location of all underground utilities in state plane coordinates and shall show the bank slopes and depict the surface area for all water management facilities. The vertical datum shall be NAVD 88 and shall be clearly identified on each plan sheet with the conversion for NGVD 29. Underground facilities within AutoCAD shall be adjusted to the as-built locations.
8. As part of the final inspection, the owner or owner's authorized agent shall submit a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Division IV of the Town of Loxahatchee Groves Ordinance No. 2017-19. It shall be the responsibility of the applicant to schedule inspections with Town staff after the conclusion of site work

CONTINUED ON NEXT PAGE



Town of Loxahatchee Groves

Land Development Permit Application

Standard Conditions of Approval

(Continued from previous page)

9. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility, or the owner's authorized agent, shall submit:
 - o If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - o If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 175.155 of the Town's flood ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
10. Final Inspections: Development for which a permit or approval is required shall be subject to inspection to determine compliance with the requirements of the flood ordinance and other approvals. The Owner or Owner's authorized Agent shall schedule a Final Inspection with Town Staff as part of the permit closeout procedure. Failure to schedule this inspection may result in revocation of issued permits, fees, or code enforcement actions as deemed necessary by the Town or its representative in order to ensure compliance with all terms and conditions of the permit.

Notes for Permit Applications

Drainage Connection Notes for Right-of-Way (RW) Permit Applications:

1. The allowable discharge based on C-51 Basin delineation is 27 CSM. Control structures shown on the detail sheet of plans shall be a fixed metal plate, screw gate, or combination of both; or as otherwise required per South Florida Water Management District (SFWMD) criteria at the time of application. All dimensions shall be shown on plans.
2. Discharge pipe and/or headwall shown on detail sheet shall meet Loxahatchee Groves Water Control District (LGWCD) and Florida Department of Transportation (FDOT) specifications.
3. Plans to include existing canal cross section with design overlay for drainage connections.
4. Design canal sections provided by the Town are for drafting purpose only. Field verification of actual canal dimensions may be required. Deviation from the design section may occur only with prior approval from Town authorized personnel.
5. LGWCD may require right-of-way adjacent to LGWCD existing right-of-way by quit claim or non-exclusive perpetual easement deed.
6. Minimum bleeder size shall be a 6" x 6" inverted triangular orifice.
7. Construction dewatering will require separate LGWCD approval prior to discharge into its system. If discharge is directed to a road or other separate system, proof of acceptance from that entity (public and/or private) must be provided.
8. If on-site retention is proposed, supporting calculations shall be submitted for review. The project must provide sufficient drainage capacity for the 10-year, 3-day storm event.

CONTINUED ON NEXT PAGE

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



Town of Loxahatchee Groves

Land Development Permit Application

Standard Conditions of Approval

Tree Replacement Requirements for Vegetation Removal (SC) Applications:

1. All native trees measuring 2" or larger diameter at breast height (DBH, 4.5' above adjacent grade) shall require mitigation if removed.
2. Proposed removal of more than 5 native trees requires a treesurvey.
3. Replacements for palm trees shall be at least 10 feet in height.
4. All existing native trees greater than 5' in height or 3" DBH shall be field-tagged.
5. Specimen trees to be addressed per Unified Land Development Code (ULDC), Part III, Article 87, Section 87-040.
6. Non-specimen native trees to be replaced per ULDC, Part III, Article 87, Section 87-035:

Tree DBH* (in) and approx. Height (ft)	Replacement Trees Required
6" DBH (> 24' H)	1 with same DBH, or 2 at 18-20' H
4-6" DBH (16-24' H)	1 with 4-6" DBH and 18-20' H
2-4" DBH (12-16' H)	1 with 2-4" DBH and 12-16' H
< 2" DBH (< 12'H)	0

* DBH = Diameter of trunk measured at breast height (4.5' above ground)

Agricultural Water Use Permit

Section 1- Parcel/Site Information

Parcel/ Site Name	Acres Owned/Leased	Parcel Control Number
Total Acres Owned/Leased:		

Submit a map showing (if available, provide items A through E):

- A. The project boundaries of the property owned or controlled by the permittee/applicant.
- B. The area on the property that is being or will be irrigated.
- C. All existing and proposed withdrawal point locations. Label all wells, pumps and culverts so they match the IDs provided in the Application form (Section IV - Sources of Water).
- D. A north arrow and map scale; and
- E. Labeled landmarks such as roads and political boundaries.



Town of Loxahatchee Groves

Land Development Permit Application

Standard Conditions of Approval

Section 2- Water Use Information

<u>Agricultural Use Type</u>	<u># of Acres Irrigated</u>	<u>Pump Size</u>	<u>Pipe Size</u>	<u>Canal of Withdrawal</u>

Ex: Crops, Livestock, Aquaculture, Equestrian

<u>MGY=Millions of Gallons per Year</u>	<u>MGM=Maximum Gallons per Month</u>



Town of Loxahatchee Groves

Land Development Permit Application

Standard Conditions of Approval

Please provide a description of the methodology used to calculate the requested water amounts for each use type in the table above (e.g., Modified Blaney-Criddle method, historical use, water budget calculations, other similar facilities, etc.). Attach additional sheets, if necessary.

1) Provide the name of the water source. Examples include the Upper Floridan aquifer and the Biscayne aquifer.

2) MGY = Million gallons per year of water to be withdrawn over a 12-month time period under a 1-in-10-year drought condition (i.e. $1,500,000 \text{ gallons each day} / 1,000,000 = 1.5 \times 365 = 547.5$).

3) MGM= Maximum million gallons per month of water to be withdrawn in any single month under the 1-in-10-year drought condition

Declaration of Property Owner

Declaration of Property Owner:

I, the owner of property referenced in this application, do hereby certify that I have read the Standard Conditions, Submittal Requirements, and additional information sheets and I am aware of my responsibilities and liabilities for construction work on the above-described property. I do hereby covenant and agree to abide by all stipulations as referenced in the Town of Loxahatchee Groves Ordinance No. 2017-19.

OWNER SIGNATURE

OWNER NAME (PRINT)

DATE

END



Town of Loxahatchee Groves

Land Development Permit Application

List of Attachments

The following list of plans and documents are provided to assist applicants with preparing complete and accurate submittal packages. Additional information or documentation may be required during the review process to determine compliance with the Town's Code of Ordinances.

Complete Applications

Review of applications will not begin until the application file is complete. A complete application includes, at a minimum:

1. Land Development Application Form
2. Required Attachments for All Applications
 - Proof of Ownership (Deed, Listed Agent of Registered Corporation)
 - Owner's Affidavit
 - Agent Consent Form (If Other than Owner)
 - Contractor's Registration with Town of Loxahatchee Groves
 - Boundary & Topographic Survey
 - Approved Site Plan showing location and extent of proposed activity
3. Required Attachments for specific application (per table below)
4. Payment

Applicants are to include additional documents if relevant to the proposed activities, and/or as requested by review staff. The Town may also require copies of applications for or permits issued by other agencies, if applicable, as requested by review staff.

List of Required Attachments by Application Form

Right-of-Way Application (RW)
<u>Required Attachments</u> <ul style="list-style-type: none"> • Erosion Control Plans & Details • Grading, Paving and Drainage Plans & Details • Maintenance of Traffic Plans & Details
<u>Include if Applicable</u> <ul style="list-style-type: none"> • Surface Water Management System Calculations & Report • Pavement Markings & Signage • Water & Wastewater Plans & Details • Wastewater Pumping Station Plans & Details • Utility Plans
Vegetation Removal Application (SC)
<u>Required Attachments</u> <ul style="list-style-type: none"> • Erosion Control Plans & Details • Tree Survey & Tree Removal Plan

CONTINUED ON NEXT PAGE



Town of Loxahatchee Groves

Land Development Permit Application

List of Attachments

Qualified Residential Vegetation Removal Checklist (SC Q)

Required Attachments

- Tree Survey & Tree Removal Plan

Noticed Residential Vegetation Removal Checklist (SC N)

Required Attachments

- Tree Removal Plan

Site Development Application (SD)

Required Attachments

- Vegetation Removal Application (SC) **with**
- Tree Survey & Tree Removal Plan

OR

- Qualified Residential Tree Removal Checklist (SC Q) **with**
- Tree Survey & Tree Removal Plan

OR

- Noticed Residential Tree Removal Checklist (SC N) **with**
- Tree Removal Plan

AND

- Grading, Paving and Drainage Plans and Details
- Erosion Control Plans and Details
- Engineer's Calculations for Floodplain Compensating Storage
- Engineer's Calculations and Report for Surface Water Management System
- **Agricultural Water Use-Sections 1 & 2 and Blaney-Criddle Calculations**

Include if Applicable

- Copy of Recorded Plat
- Landscaping and Irrigation Plans and Details
- Architectural Plans including Mechanical, Electrical and Plumbing
- Landscaping and Irrigation Plans and Details
- Site Lighting Layout Plans, Details and Photometrics
- Pavement Markings and Signage Plans and Details
- Water and Wastewater Plans and Details
- Wastewater Pumping Station Plans and Details



1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
TEL: 561-655-1151 FAX: 561-832-9390
E-Mail: info@engenuitygroup.com
Website: www.engenuitygroup.com

MEMO

Date: November 14, 2023

To: Francine Ramaglia, Town Manager, Loxahatchee Groves

From: Keith Jackson, P.E.

Re: Water Use meeting with SFWMD on November 13, 2023

In attendance: Alberto Naya, P.G. and Alecja Wojnar, P.E., SFWMD Water Use Bureau; Keith Jackson, P.E., Engenuity Group; Randy Wertepny P.E., Keshavarz; Larry Peters, P.E, Lox Groves; Richard Gallant, Lox Groves.

The following is a recap to memorialize our meeting discussion regarding water use permitting.

- Reviewed Loxahatchee Groves (LG) SFWMD Water Use permit (Individual) # 50-05285-W. This is a diversion and impoundment type permit with an allocation of 1,850.2 MG per year or 5.07 MGD or 333.45 MG per month. LG canals maintained at El. 16.5' NGVD. Quarterly monitoring and reporting ongoing. Expiration date is September 25, 2038.
- SFWMD has "Independent" and "Dependent" user permits, defined by system withdrawal locations, etc.
- Permits within LG are "dependent secondary users" and are defined in the LG permit as users of surface water within LG, not withdrawing from SFWMD regional canal facilities, namely the C-51 Canal.
- These dependent secondary users need to be permitted by LG only. No SFWMD permit is necessary.
- ALL commercial secondary users will need both a SFWMD and LG water use permit. It was noted that the Green Pepper and Boyd

nursery permits (with SFWMD) have expired and should be renewed. SFWMD has sent notification letters.

- The Duck Pond project was noted as having several outfall culverts into LG canals and one outfall directly into the SFWMD C-51 Canal.
- SFWMD and LG employ the Blaney-Criddle equation methodology for calculation of required water use in their permits. Discussion on other methods were dismissed, as this is the standard in the industry. LG should continue to use this methodology in the water use permit applications. The overall LG water use permit with SFWMD used this calculation method, therefore secondary permits should as well for consistency and accuracy.
- SFWMD noted purpose of LG permit is for “irrigation of agricultural crops, fire protection, residential irrigation, road stabilization, and maintenance of groundwater levels”.
- SFWMD has several fee categories for water use permitting ranging from \$100 for a general permit for withdrawals under 100k gpd; to Individual permits at \$1000.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 21, 2024

SUBJECT: Resilient Florida Project Work Plan Status and Update

Background:

In August, 2023 the Town entered an agreement between the Town and the State of Florida Department of Environmental Protection is required by the State to use the \$350,000 in Resilient Florida Grant funding for a Resiliency Vulnerability Assessment. Randy Wertepny of Keshavarz & Associates provided details of the Resilient Florida Grant and associated Work Plan which has been implemented this year by Keshavarz & Associates and by Engenuity Group.

It's a collaborative effort from local through state level for storm preparation, response, and recovery planning and improvements. In addition to collecting long-needed system and infrastructure information, the project's deliverables provide the backbone data for outlining our current conditions and challenges and sets a baseline for how we can establish plans, programs and projects to address them.

For instance, this project will:

- Provide hydraulic modeling results for existing pipes and channels. This identifies hydraulic weak points where banks might washout, channels might overflow, or pipes might be restricting flow. A field assessment of each pipe will help log its condition, amount of blockage, and immediate repair needs and set the baseline for future inspection cycles
- Create a template that can be tailored in the future for creating a maintenance activity log, scheduling inspections and cleanings, and planning replacements. The stormwater model is a scientific tool that can be used to test out upsizing, upgrades, and replacements before the money is spent to install them cutting down the chance of paying for fixes that don't really improve a situation, or duplicating expenses when a single fix at the right location would be enough
- Demonstrate the need and supports applications for future funding through Resiliency Florida and other agency programs.

Our engineers and staff will provide an update on activities to date as well as upcoming milestones and target dates.

Recommendation:

Receive and file

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

VIA: Amber Schneider

DATE: May 21, 2024

SUBJECT: Discussion on Local Mitigation Strategy (LMS) Grant Submission

Background: Local Mitigation Strategy (LMS) is overseen by the Palm Beach County Public Safety-Emergency Management Division. LMS is a unified, coordinated effort among County and municipal governments to reduce the county's vulnerability to the impacts of identified natural and man-made hazards. Among its primary missions, the Strategy serves as a basis for comprehensive mitigation planning, project identification and prioritization, and provides assistance to project sponsors in securing and allocating available federal, state, local, and other disaster mitigation assistance funds.

Project submission is ongoing, however twice a year LMS projects are scored and officially added to the local Prioritized Project List (PPL). By virtue of being on the LMS PPL, each project potentially qualifies for funding assistance consideration through a variety of mitigation assistance programs.

The Town completed 7 submissions for the Spring 2024 PPL list on Friday, May 10th as shown below:

- Town Wide Canal Stabilization \$79,900,000
- Collecting Canal Rehabilitation & Restoration \$10,000,000
- Canal Gate (Control) Structure Upgrades \$300,000
- Town Wide SCADA & Telemetry \$300,000
- Installation of Pumps & Weirs \$750,000
- Modernization of Public Works Facilities \$750,000
- Town Hall Generator & Power Source Conversion \$75,000

The following pages consist of verbiage outlines for the projects submitted. We will continue to add projects as seen fit for the Fall 2024 PPL list that will be completed in October of 2024.

Recommendations: Receive and File

Town Wide Canal Restoration

The Town of Loxahatchee Groves is at a pivotal juncture in its history, poised to address critical infrastructure needs that have long been overlooked. Established over a century ago by the Palm Beach Loxahatchee Company, the town's foundation lies in its intricate canal network and roadways, designed primarily for agricultural drainage and transportation. However, the evolution of the town since its inception in 1925 has outpaced the capabilities of its aging infrastructure, presenting challenges that demand immediate attention.

Current State of Affairs:

The original blueprint of the town, dating back to 1925, envisioned a robust system of canals and roadways. Over time, these canals, spanning over 30 miles, have become the lifeblood of Loxahatchee Groves, facilitating both drainage and irrigation for agricultural purposes. Yet, as the town transitioned from rural to residential, the infrastructure failed to adapt accordingly. With limited planning and inconsistent construction practices, the town's drainage system struggles to meet modern demands, resulting in recurrent flooding, compromised roadways, and environmental concerns.

Challenges and Environmental Concerns:

The challenges facing Loxahatchee Groves are multifaceted. Limited space for drainage within roadside corridors, coupled with improvised grading and drainage solutions, has led to inefficiencies and suboptimal performance. Moreover, the lack of maintenance and unclear responsibilities for privately managed drainage features exacerbates the situation, posing risks to property access, public safety, and environmental integrity.

The Regulatory Landscape:

Navigating the regulatory framework governing water quality, discharge rates, and flood insurance requirements further complicates matters. Compliance with FEMA regulations is essential for the town's inclusion in the National Flood Insurance Program, safeguarding both property values and public safety. However, meeting these standards necessitates substantial investment and strategic planning.

Building an Action Plan:

To address these pressing issues, Loxahatchee Groves must adopt a comprehensive action plan encompassing various facets of infrastructure improvement. From enhancing maintenance practices to acquiring necessary easements and updating ordinances, a concerted effort is required to modernize the town's drainage and roadway systems. Moreover, securing funding through state appropriations, grant initiatives, and infrastructure improvement programs is imperative to ensure the feasibility of proposed interventions.

Proposed Solutions:

Several key initiatives are outlined to mitigate existing challenges and fortify the town's resilience against future threats. These include:

Canal Restoration and Stabilization: Implementing dredging and maintenance protocols to preserve canal integrity and prevent bank collapse.

Infrastructure Upgrades: Modernizing critical equipment and control structures to enhance operational efficiency and storm resilience.

Exploring Alternative Solutions: Investigating innovative approaches such as retaining wall installation and hydraulic improvements to optimize system performance.

Community Engagement: Fostering collaboration between stakeholders to ensure buy-in and support for proposed initiatives.

Conclusion:

In conclusion, the Town of Loxahatchee Groves stands at a crossroads, facing significant challenges but also unprecedented opportunities for revitalization. By prioritizing infrastructure improvement and adopting a proactive stance towards resilience-building, the town can secure a prosperous future for its residents and businesses. Through strategic planning, concerted action, and community involvement, Loxahatchee Groves can reclaim its legacy as a desirable place to live, work, and thrive.

Collecting Canal Road Rehabilitation LMS Verbiage

This project includes preparation of contract documents, bidding, and contractor selection for canal bank clearing, reshaping, restoration of design cross-sections, and sediment stabilization. Collecting Canal is approximately 40' wide at the top of bank and eleven feet deep from the top of bank to the bottom of the channel. Contract documents will be based on existing technical design standards, reducing time and expense related to the design process. Maintenance of existing conveyance channels by a Water Control District does not require additional permitting through any additional agencies, reducing time and expenses related to permitting.

The timeframe required to complete the entire project is dependent on the available funding, and impacted heavily by the scale of the effort required to restore an estimated 6.4 bank-miles of bank. The overall effort will be phased in accordance with the availability of financial resources by fiscal year. The current proposed phase for which funding is being requested includes approx. 13,000 linear feet of canal bank along 6,500 linear feet of roadway between E Rd and Folsom Rd. This portion of the Town is generally lower in elevation than other areas and therefore more susceptible to standing water and drainage-related issues.

Contract document preparation will be conducted by a single consulting firm (Consultant) in close cooperation with Town staff and administration, with the hope of securing one or two contracting companies capable of completing the desired scope of work within the established timeframe. Town staff will oversee construction in cooperation with the Consultant for engineering-related reviews, communications, or modifications to the technical requirements as needed.

The landowners rely on the proper maintenance of the canal system for protection of wells, ground water, and the roads. Without the ability to keep water levels consistent in the canals the canal banks are in jeopardy and trees that rely on ground water to remain within a predictable range will be lost. It is urgent the town resolve these issues immediately to protect the rural future of our properties.

The proposed project directly supports the existing surface water management infrastructure through restructuring and stabilizing canal banks, restoring or preserving design conveyance capacity below the level at which roadway, property, or infrastructure damage may occur, enhances floodplain protection and storm event response. Maintenance of the drainage system proactively addresses the stability of roadway shoulders, edges, and base materials, therefore this project benefits the stormwater infrastructure while maintaining the safety and operability of routes for evacuation and for the transportation of emergency personnel and supplies.

Title: Enhancing Community Resilience through Canal Gate Upgrades in Loxahatchee Groves

The proposed project aims to enhance the resilience and operational efficiency of the canal gate infrastructure in the town of Loxahatchee Groves. We are requesting funding so that we may upgrade the existing gate structures to remote-operated slide gates. The Town will significantly improve its ability to manage water flow, move and store water at the north end of the town, and respond effectively to emergencies. This mitigation project is designed to benefit citizens by ensuring reliable water access, enhancing flood control measures, and bolstering overall community resilience.

Community Benefit: The community of Loxahatchee Groves stands to derive substantial benefits from the proposed canal gate upgrades:

Enhanced Water Management: The installation of remote-operated slide gates will enable precise control over water flow within the canal system. This enhanced management capability ensures optimal water storage at the north end of the town, improving water availability for agricultural, residential, and commercial users. By maintaining adequate water levels, the project mitigates the risk of water shortages during dry periods, supporting local agriculture and economic activities.

Improved Flood Resilience: During times of heavy rainfall or storm events, the upgraded canal gates will facilitate efficient water discharge, reducing the risk of flooding in residential and commercial areas. By swiftly managing water levels, the project enhances flood control measures, safeguarding infrastructure, properties, and public safety. This resilience against flooding fosters a safer and more secure living environment for residents, promoting community well-being and stability.

Enhanced Emergency Response: The remote-operated slide gates enable rapid response capabilities during emergencies such as hurricanes, tropical storms, or flooding events. With remote operation functionality, authorities can adjust water flow and levels promptly to mitigate risks and protect critical infrastructure. This agile emergency response mechanism minimizes the impact of natural disasters, ensuring the safety and security of residents and their properties.

Sustainable Development: By investing in resilient canal gate infrastructure, Loxahatchee Groves demonstrates a commitment to sustainable development practices. The project aligns with long-term community goals of environmental stewardship and resource conservation. By optimizing water management, the town can sustainably meet the needs of current and future generations while preserving the ecological balance of the region.

Overall, the proposed canal gate upgrades offer tangible benefits to the citizens of Loxahatchee Groves by enhancing water management, improving flood resilience, enabling swift emergency response, and fostering sustainable development practices. By investing in these critical infrastructure upgrades, the community strengthens its capacity to withstand environmental challenges and ensures a prosperous and resilient future for all residents.

Grant Proposal Narrative: Town-Wide SCADA and Telemetry System Implementation

Project Overview: The Town of Loxahatchee Groves seeks approximately \$50,000 in funding to implement an updated comprehensive Supervisory Control and Data Acquisition (SCADA) and telemetry system across our municipality. This system will replace the current terminal located in our Public Works facility as well as provide a backup system at our Town Hall location. This initiative aims to enhance our canal level maintenance capabilities, ensuring efficient water management and mitigating potential flooding risks. The proposed system will integrate advanced technology to monitor and control water levels in real-time and gauge water depth in canals providing actionable data to support informed decision-making and proactive maintenance strategies.

The implementation of a town-wide SCADA and telemetry system offers significant benefits to our community:

Enhanced Flood Resilience: By providing real-time monitoring of canal levels, the system enables timely response to changing water conditions and can detect blockage and debris in culverts, reducing the risk of flooding in residential and commercial areas.

Improved Water Management: The system facilitates precise control over water levels, optimizing irrigation, drainage, and stormwater management practices to conserve resources and protect water quality.

Increased Public Safety: Proactive monitoring and management of canal levels enhance public safety by minimizing the potential for water-related accidents and property damage during extreme weather events.

Efficient Infrastructure Maintenance: Access to accurate data allows for proactive maintenance of canal systems, reducing operational costs and prolonging the lifespan of critical infrastructure assets.

Emergency Preparedness Plans: The implementation of a SCADA and telemetry system has been identified as a structural improvement in our emergency preparedness plans, enhancing our ability to respond effectively to water-related emergencies.

Proposal Justification: The need for an updated town-wide SCADA and telemetry system has been identified through comprehensive risk assessments and community engagement efforts. This initiative addresses critical infrastructure vulnerabilities and supports our ongoing efforts to enhance public safety, environmental stewardship, and quality of life for residents and businesses in the Town of Loxahatchee Groves

In conclusion, the implementation of a SCADA and telemetry system represents a proactive investment in the resilience and sustainability of our community. By leveraging advanced technology to monitor and manage canal levels, we can mitigate flooding risks, optimize water resources, and ensure the long-term viability of our infrastructure. We seek funding support to realize these objectives and safeguard the well-being of our citizens.

Pumps and Weirs

Loxahatchee Groves seeks funding totaling approximately \$750,000 - \$1,000,000 for the installation of canal pumps and weirs along its canal system, aiming to address recurring flooding and water management challenges, particularly during heavy rainfall or storm events. This project is designed to mitigate risks by enhancing storage and depth control, regulating water flow, and fortifying infrastructure resilience to protect residents from potential water-related hazards. The canal system encompasses various areas, including Folsom, the east end of G Square, along North Road, and roads designated as F, E, D, C, B, and A, as well as the Collecting Canal. Notably, the Loxahatchee Groves Public Works Yard, situated at D Road and Southern Boulevards, serves as a pivotal location housing the pump house where flood gates and pumps assist in managing water levels, overseen by the South Florida Water Management District. During the dry season, water will be pumped from the C-51 canal alongside Southern Boulevard, supplementing the canal system to maintain groundwater levels throughout the town. The proposed pumps and weirs also offer the potential for water storage at the north end of town, potentially reducing the volume needing extraction from the C-51 canal during dry periods. Town officials will be equipped to regulate water releases from storage, thereby assisting in maintaining consistent canal water levels despite elevation differences across town.

Given the community's vulnerability to water-related hazards due to its geographical location and topography, proactive measures are essential. Effective water management plays a vital role in addressing critical components of the community's drainage and flood control systems, enhancing overall infrastructure resilience. Low-lying areas are particularly susceptible to flooding, posing significant risks to residential properties, roads, and public infrastructure. Without intervention, the community remains exposed to the adverse impacts of frequent rainfall and storm events, including property damage, service disruptions, and threats to public safety.

By aligning with the goals outlined in the CIP, this project prioritizes objectives such as infrastructure resilience enhancement, improved drainage and flood control, and sustainable development practices promotion. Ensuring compliance with zoning regulations and development guidelines guarantees responsible infrastructure management and accommodates future growth while addressing current challenges. Moreover, extensive community engagement and stakeholder input during the plan's development have identified this project as a priority, ensuring alignment with the community's vision and objectives.

In conclusion, the installation of canal pumps and weirs in Loxahatchee Groves directly addresses vulnerabilities related to flooding and water management, effectively mitigating risks through proactive infrastructure measures. By regulating water flow and providing elevation control, the project enhances overall resilience, ensuring improved drainage, minimizing waterlogging, and promoting public safety. Additionally, proper water management benefits natural habitats and wildlife, fostering ecological sustainability. Through this project, the municipality demonstrates its commitment to ensuring the safety, well-being, and long-term

sustainability of its residents and infrastructure, marking a significant step towards flood mitigation, improved drainage, enhanced resilience, and environmental protection in Loxahatchee Groves.

Project Title: Loxahatchee Groves Public Works Facility Modernization Initiative

Project Overview: Loxahatchee Groves seeks funding for the construction of a new Public Works facility to replace the outdated structure currently in use, which surpasses 60 years in age. The proposed facility, spanning approximately 7,500 square feet, emphasizes functionality, sustainability, and community impact. It allocates 5,500 square feet for vehicle storage and maintenance bays, with an additional 2,000 square feet designated for office space. The two-story design integrates solar panels and covered parking, enhancing environmental efficiency and demonstrating leadership in sustainable infrastructure development. The estimated project cost ranges between \$250,000 and \$500,000.

Community Benefit: The project delivers significant benefits to the community:

Improved Services: The modern facility ensures efficient delivery of essential services, enhancing road maintenance, utilities management, and infrastructure upkeep.

Enhanced Safety: A new, structurally sound building provides a safer working environment for staff, reducing accidents and safeguarding equipment.

Increased Resilience: The investment in a modern facility enhances the municipality's ability to respond to natural disasters promptly, minimizing disruption and facilitating recovery efforts.

Environmental Leadership: Integration of solar panels showcases commitment to sustainability, reducing carbon footprint and inspiring eco-friendly practices.

Community Infrastructure Elements:

Infrastructure Modernization: The new facility replaces outdated infrastructure, ensuring continued functionality and effectiveness in managing municipal assets.

Vehicle and Equipment Storage: Adequate space for storage and maintenance improves accessibility and maintenance of essential equipment and vehicles.

Office Space: Centralized office space enhances administrative functions related to infrastructure management, promoting coordination and efficiency.

Resilience to Hazards: Investment in a modern facility enhances resilience to natural disasters, ensuring prompt response and minimal disruption.

Environmental Sustainability: Integration of solar panels reduces reliance on traditional energy sources, contributing to environmental sustainability.

Mitigation of Frequently Occurring Problems:

Natural Hazards: Investment in a new facility enhances the municipality's ability to respond effectively to natural disasters, minimizing damage and disruption.

Aging Infrastructure: Replacement of the old building mitigates risks associated with deteriorating infrastructure, ensuring reliability and functionality.

Environmental Resilience: Sustainable design features reduce environmental risks and contribute to broader sustainability goals.

Public Support:

Community Engagement: Extensive outreach efforts garner public support and highlight the project's importance in maintaining a high quality of life.

Stakeholder Involvement: Involvement of key stakeholders strengthens advocacy for infrastructure improvements.

Documentation of Support: Public input documentation and letters of support enhance the credibility of the grant proposal.

Timeline:

Planning and Design Phase: 1-6 months

Procurement and Contracting: 3-6 months

Construction Phase: 6-12 months

Commissioning and Occupancy: 1-2 months

Total Timeframe: 12-26 months

By aligning with the Comprehensive Growth Management Plan, engaging stakeholders, and providing a clear implementation timeline, Loxahatchee Groves demonstrates commitment to strategic growth and community well-being, positioning itself for successful grant funding.

Town Hall Generator and Conversion

Project Overview: Loxahatchee Groves seeks approximately \$150,000 in funding from the Palm Beach County Local Mitigation Strategy (LMS) to equip the Town Hall building, located at 155 F Road, Loxahatchee Groves, FL 33470, with a generator. This initiative aims to enhance the town's emergency preparedness by ensuring that the Town Hall can serve as an Emergency Operations Center (EOC) during disasters or emergencies. Currently, the Public Works building, serving as the EOC, is inadequately equipped due to age and functionality. Equipping the Town Hall with a generator will provide a modern and reliable facility to coordinate emergency response efforts and support the safety and well-being of residents.

Loxahatchee Groves Town Hall will need to be equipped with a concrete pad to house the generator and be fitted for gas connection extended from the main line at Southern Blvd. The Town would utilize Florida Public Utilities to complete the connection of the gas line and will hire a contractor to complete the concrete pad and installation of the generator. We are looking at a 40 KW, Phase 1/3 generator. Equipping the Town Hall with a generator will significantly enhance the town's ability to respond to emergencies and disasters effectively. As a designated Emergency Operations Center, Town Hall will serve as a hub for coordinating emergency response efforts, disseminating critical information, and providing support services to residents during crises. Additionally, the Town Hall's accessible location ensures that essential services remain available to residents, including communication facilities, emergency shelter coordination, and coordination with external response agencies. This project improves the community's resilience by providing a reliable facility to manage and coordinate emergency response efforts, ensuring continuity of operations and minimizing disruptions during times of crisis.

Equipping the Town Hall with a generator enhances the town's critical infrastructure by providing a modern and reliable facility to serve as an Emergency Operations Center. This investment addresses a crucial gap in the town's emergency preparedness infrastructure, ensuring that the community has a designated facility equipped to manage and coordinate emergency response efforts effectively. Moreover, this strategic investment in community safety and resilience strengthens the town's ability to protect residents and property during disasters and emergencies.

Loxahatchee Groves is vulnerable to various natural and human-made disasters, including hurricanes, floods, and severe weather events. Equipping Town Hall with a generator mitigates the risk of disruptions to emergency response operations during such events, ensuring continuity of critical services and support for residents. Overall, equipping Loxahatchee Groves Town Hall with a generator represents a critical investment in the town's emergency preparedness and resilience, enhancing community safety, accessibility, and responsiveness during emergencies. We urge your support for this essential mitigation project, which will benefit residents across Loxahatchee Groves and contribute to the overall resilience of our community. Thank you for considering our grant proposal.

LMS Project 1 – Public Works Structure Replacement

Cost Prior

Structure Replacement - \$750,000

Equipment Replacement - \$1,846,683.51

Collateral Damage for work loss \$1,500,000

Total \$4,096,683,51

Cost After

Structure Damage – \$60,000

Equipment Damage - \$0.000

Collateral Damage for Work Loss \$0.00

Total \$60,000

Cost of Project - \$750,000

LMS Cost Benefit Analysis 5.38

LMS Project 2 – Collecting Canal Stabilization (3.17 Miles)

Cost Prior

Catastrophic Canal Bank Failure:

Bank Failure \$8,000,000

Road Replacement \$1,105,000

Road Base Replacement \$1,800,000

Collateral Damage to Residents \$10,000,000

Potential Damage to Culverts \$3,500,000

Total \$24,405,000

Cost After

Bank Failure \$10,000

Road Replacement \$40,000

Road Base Replacement \$20,000

Collateral Damage to Residents \$800,000

Potential Damage to Culverts \$100,000

Total \$1,020,020

Cost of Project \$10,000,000

LMS Cost Benefit Analysis 2.34

LMS Project 3 – Generator Purchase and Installation at 155 F Rd

Cost Prior

Loss of Use for EOC \$100,000

Cost After

Loss of Use \$0.00

Cost of Project \$75,000

LMS Cost Benefit Analysis 1.33

LMS Project 4 – Canal Gate Upgrades

Cost Prior

Gate Operation Failure Causing Flooding to Residents \$1,000,000

Emergency Repair to facilitate operation \$100,000

Cost After

Preventing or limiting Flooding \$10,000

Emergency Repairs \$5,000

Cost of Project \$300,000

LMS Cost Benefit Analysis 3.61

LMS Project 5 – Telemetry and SCADA

Cost Prior

Operation Failure Causing Flooding to Resident \$1,000,000

Emergency Repairs to facilitate Operation \$10,000

Cost After

Preventing or limiting Flooding \$10,000

Emergency Repairs \$1,000

Cost of Project \$300,000

LMS Cost Benefit Analysis 3.33

LMS Project 6 – Town Wide Canal Stabilization (25.36 Miles)

Cost Prior

Catastrophic Canal Bank Failure:

Bank Failure \$63,920,000

Road Replacement \$8,828,950

Road Base Replacement \$14,382,000

Collateral Damage to Residents \$79,900,000

Potential Damage to Culverts \$27,965,000

Total \$194,995,950

Cost After

Bank Failure \$79,000

Road Replacement \$319,600

Road Base Replacement \$159,800

Collateral Damage to Residents \$6,392,000

Potential Damage to Culverts \$799,000

Total \$7,749,400

Cost of Project \$79,900,000

LMS Cost Benefit Analysis 2.34