

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

APRIL 01, 2025 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney - Torcivia, Donlon, Goddeau & 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 FOLLOWED BY A MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Approval of the Minutes

- March 18, 2025, Community Discussion workshop & Regular Meeting

2. Consideration of Approval of *Resolution No. 2025-17***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.**

3. Consideration of Approval of *Resolution No. 2025-18***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING DISPOSAL OF NON-REAL PROPERTY DECLARED AS SURPLUS AT AUCTION THROUGH ROYAL AUCTION GROUP, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

4. Consideration of Approval on *Resolution No. 2025-19***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

- [5.](#) Consideration of Approval on **Resolution No. 2025-20**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
- [6.](#) Consideration of Approval on **Resolution No. 2025-21**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
- [7.](#) Consideration of Approval on **Resolution No. 2025-22**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
- [8.](#) Consideration of Approval on **Resolution No. 2025-25**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH GEOFFREY B. SLUGGETT & ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

PRESENTATIONS

REGULAR AGENDA

- [9.](#) Consideration of Approval on **Resolution No. 2025-23**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) WITH HUURR HOMES, LLC, AND JOHNSON-DAVIS INCORPORATED, AUTHORIZING WORK ORDERS NO. 1-4 WITH HUURR HOMES, LLC FOR THE REPLACEMENT AND CONSTRUCTION OF FOUR SPECIFIC CULVERT BRIDGES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

DISCUSSION

- [10.](#) Discussion of Scheduling Council and Community Strategic Planning
- [11.](#) **Discussion of Proposed Ordinance Updates to the Unified Land Development Code**
- [12.](#) Council Appointment to Intergovernmental Boards, Advisory Committees, and General Membership Organizations

- [13.](#) Committee Schedules, Existing Assignments, and Working Drafts
 - a. Rural Vista Design Standards and Guidelines
 - b. Agritourism
 - c. 2025 Rural Road Standards
 - d. Current Financials, Audit Presentation, & Preliminary Budget Schedule
 - e. Planning and Zoning Board
 - f. Ordinance 2024-06
- [14.](#) Road, Drainage, and Emergency Management Update
- [15.](#) Discussion of Future Agenda Items and Committee Assignments

QUASI-JUDICIAL PUBLIC HEARING

INFORMATIONAL ITEMS

- [16.](#) April 2025 Calendar
- [17.](#) April 2025 Approved Proclamations for Recognition:
 - Child Abuse Prevention Month
 - Earth Day
 - National Arbor Day
 - National Volunteer Appreciation Week

TOWN STAFF COMMENTS

Town Manager

- 18. Information regarding Family Fun Day (May)
 - Volunteer Appreciation - Luncheon/Breakfast/Pizza Party (April)
 - Southern Corridor - meeting April 8th
 - Fireworks Legislation

Town Attorney

19. Status regarding Sign Code Draft for Review

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (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, Town of Loxahatchee Groves

FROM: Francine Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: April 1, 2025

SUBJECT: Approval of the Minutes

Background:

For your review and approval, here are the following minutes:

- March 18, 2025

As we are working to finalize the minutes for the year, we may request to add additional minutes for your consideration and approval.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, March 18, 2025**

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:00 p.m.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski (absent), Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Gallant Richard Gallant, and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Robert Austen mentioned the complaints regarding the Paddock Recreational Vehicle Park on Southern Blvd. There are over 300 illegal tenants living in their recreational vehicles (RVs) in town, which will cause the town to ban all RVs as has been done in Wellington. Properties are purchased in town to store heavy equipment, storage or camping. He completed the affidavit and still received a certified letter of regarding his RV. If the property on Hyde Park is not foreclosed, then they will continue to break the rules. The Town cannot ignore the issues due to little or no enforcement of the code. Mayor Kane thanked Mr. Austen for his comments and noted that they are working to implement a sustainable, user-friendly program that offers the desired effect.

ADJOURNMENT:

Mayor Kane adjourned the community meeting at 6:10 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, March 18, 2025**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:10 p.m.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence for those who are suffering around the world.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski (absent), Councilmember Phillis Maniglia, Councilmember Robert Shorr, Councilmember-Elect Paul T. Coleman II, Councilmember-Elect Lisa El-Ramey, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Town Clerk Valerie Oakes, Project Coordinator Jeff Kurtz and Public Works Superintendent Craig Lower were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications, or approval of the agenda. Town Manager Ramaglia requested to add item 8A – Nominations for Town Board and Committee Appointments.

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE AGENDA AS MODIFIED TO INCLUDE ITEM 8A. MOTION PASSED UNANIMOUSLY (4-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

No public comments on non-agenda items.

2025 STATE OF THE TOWN

1. 2025 State of the Town Address by Mayor Anita Kane

Mayor Kane provided the 2025 State of the Town Address.

CONSENT AGENDA

2. Approval of the Minutes

**MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA
MOVED TO APPROVE THE MINUTES. MOTION PASSED
UNANIMOUSLY (4-0).**

REGULAR AGENDA

3. Acceptance of the March 11, 2025, Election Results for the Town of Loxahatchee Groves

Town Clerk Oakes read aloud the official election results of the March 11, 2025, Municipal Election.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO ACCEPT THE MARCH 11, 2025, OFFICIAL
MUNICIPAL ELECTION RESULTS. MOTION PASSED
UNANIMOUSLY (4-0).**

4. Recognition of the Outgoing Town Councilmembers

Mayor Kane recognized Mr. Robert Shorr and presented him with a plaque for his tenure and service to the Town. Ms. Laura Danowski was absent.

5. Administer the Oath of Office - Lisa El-Ramey, Seat #2

Town Clerk Oakes administered the Oath of Office and Ms. Lisa El-Ramey was sworn in as a Town Councilmember for Seat #2 and she took her seat on the dais.

6. Administer the Oath of Office - Paul Coleman II, Seat #4

Town Clerk Oakes administered the Oath of Office and Mr. Paul Coleman II was sworn in as a Town Councilmember for Seat #4 and he took his seat on the dais.

7. Consideration of Approval on **Resolution No. 2025-14**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, ELECTING A MAYOR FOR THE ENSUING YEAR 2025-2026 AND PROVIDING AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA /VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-14 ELECTING ANITA KANE AS MAYOR FOR THE ENSUING YEAR 2025-2026. MOTION PASSED (4-1 WITH COUNCILMEMBER EL-RAMEY DISSENTING).

8. Consideration of Approval on **Resolution No. 2025-15**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, ELECTING A VICE MAYOR FOR THE ENSUING YEAR 2025-2026 AND PROVIDING AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA /VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-15 ELECTING MARGARET AS VICE MAYOR FOR THE ENSUING YEAR 2025-2026. MOTION PASSED UNANIMOUSLY (5-0).

8A. Nominations for Town Board and Committee Appointments

This item was added to the agenda at the meeting.

- Project Coordinator Kurtz introduced the item. Town Council discussion ensued. By consensus, this item will come back to the Town Council for formal approval on April 1, 2025, and Agritourism will remain sunset. Town Manager Ramaglia committed to creating a structured plan to keep committees accountable and ensure timely progress on all projects.

PRESENTATIONS

9. Presentation on Code of Ethics by Gina Levesque, Intake & Compliance Manager, Palm Beach County Commission on Ethics

Ms. Levesque presented the Code of Ethics.

10. Presentation on the Sunshine Law, Public Records Law, and a Review of the Town Council's Rules of Procedure by Glen Torcivia, Town Attorney

Mr. Torcivia presented on the Sunshine Law, Public Records Law, and a review of the Town Council's Rules of Procedure.

Mayor Kane called for a short recess and reconvened the meeting at 7:42 p.m.

CONSENT AGENDA

11. Consideration of Approval on **Resolution No. 2025-16**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETINGS DATES FOR MARCH TO DECEMBER 2025; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

For the record, the meeting on September 17, 2025, is on a Wednesday, not Tuesday.

**MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER
COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-16 AS
CORRECTED. MOTION PASSED UNANIMOUSLY (5-0).**

***RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER
CONTROL DISTRICT AT 7:43 P.M.***

DISTRICT'S REGULAR AGENDA

12. Consideration of Approval of **Resolution No. 2025-DD04**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ELECTING THE DISTRICT PRESIDENT AND PROVIDING THAT THE PRESIDENT SHALL SERVE AS CHAIR AT MEETINGS OF THE BOARD OF SUPERVISORS: ELECTING THE DISTRICT SECRETARY AND PROVIDING BOND AMOUNT; PROVIDING FOR CONFLICT, PROVIDING DOR SEVERAILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Supervisor El-Ramey nominated Treasurer Herzog to sit as Chair. Treasurer Herzog declined the nomination.

**MOTION: SUPERVISOR MANIGLIA /SUPERVISOR COLEMAN MOVED TO
APPROVE RESOLUTION NO. 2025-DD04 ELECTING ANITA
KANE AS DISTRICT PRESIDENT. MOTION PASSED
UNANIMOUSLY (5-0).**

13. Consideration of Approval on **Resolution No. 2025-DD05**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE DISTRICT TREASURER AND PROVIDING BOND AMOUNT AND COMPENSATION; DESIGNATION THE TOWN MANAGER AS FISCAL AGENT FOR THE DISTRICT AND PROVIDING FOR COMPENSATION; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: SUPERVISOR MANIGLIA /SUPERVISOR COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-DD05 ELECTING MARGARET HERZOG AS DISTRICT TREASURER. MOTION PASSED UNANIMOUSLY (5-0).

14. Consideration of Approval on **Resolution No. 2025-DD06**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A SCHEDULE OF ITS REGULAR MEETINGS FOR FISCAL YEAR 2025-2026 AND PROVIDING AN EFFECTIVE DATE.

MOTION: SUPERVISOR COLEMAN /TREASURER HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-DD06. MOTION PASSED UNANIMOUSLY (5-0).

RECONVENE TOWN COUNCIL MEETING AT 7:45 P.M.

INFORMATIONAL ITEMS

15. March 2025 Calendar

Town Manager Ramaglia reviewed the March 2025 calendar.

16. March Approved Proclamations for Recognition:

- Flood Awareness Week Proclamation (March 3-7, 2025)
- Employee Appreciation Day (March 28, 2025)

Town Manager Ramaglia announced the previously approved March proclamations. By consensus, the Town Council decided to host a pot luck luncheon on April 3, 2025, to celebrate Employee Appreciation Day.

17. Future Agenda Items

Town Manager Ramaglia provided an overview of the future agenda items.

TOWN STAFF COMMENTS

Town Manager Ramaglia provided the following report 1) announced that Treasure Coast Regional Planning Council will facilitate a conversation with landowners and residents regarding the Southern Corridor on April 8th (not yet advertised). The morning portion of the day will include discussion on large undeveloped land, and later in the day will offer residents the opportunity to discuss water connection needs (including whether it includes septic-to-sewer conversion). 2) Palm Beach County has water availability and may have grants for septic conversion. 3) Congratulated the returning and newly elected council members, as well as the Mayor, Vice Mayor, and other officials.

Town Attorney Torcivia welcomed the new and returning council members and looked forward to a great year ahead.

Public Works Director Gallant congratulated the new and returning council members. Roadway standards were provided months ago and will provide copies to the new members for review.

Town Clerk Oakes reported that on Election day that there was a power outage at the polling location. Public Works responded immediately to assist in relocating voting equipment. Despite the issue, the election went smoothly. Congratulated new council members Lisa El-Ramey and Paul Coleman II, and stated that the Council Member Handbook will be distributed next week, which will include a full day of orientation to meet with staff, and tour the facilities and Town.

TOWN COUNCILMEMBER COMMENTS

Councilmember - Seat 5 – Vice Mayor Herzog inquired about the Treasure Coast meeting and Council representation at this meeting and other external meetings.

Councilmember - Seat 4 – Councilmember Paul Coleman thanked voters for their participation; congratulated Councilmember El-Ramey on her election, and hopes to guide town growth while maintaining rural character.

Councilmember - Seat 3 – Mayor Kane welcomed new members, announced that trails on Gruber and East Citrus are open, attended Palm Beach County Days for legislative discussions, and attended the Mayor's Ball, where the town's auction baskets successfully raised funds for the Homeless Coalition.

Councilmember - Seat 2 - Councilmember Lisa El-Ramey praised the State of the Town Address for setting accountability and transparency priorities and suggested the following priorities: 1) stricter agenda deadlines for Council and committee meetings; 2) consequences for failing to meet deadlines; and 3) setting three measurable goals for the year. Furthermore, she

noted that a sign permit was issued that does not meet the Town's code. Town Manager Ramaglia will research and investigate the sign permit referenced. Councilmember El-Ramey also suggested that the fireworks ordinance be should be addressed before July 4th to address the concerns regarding fire hazards and animal safety, but also to address meaningful consequences and enforcement.

Councilmember - Seat 1 - Phillis Maniglia supports eliminating annual elections, as it divides the town and disrupts productivity. Additionally, noted that Wellington successfully banned fireworks in equestrian zones, and suggested working with Ann Gerwig to sponsor a local bill. Additionally, expressed concern over a push for septic-to-sewer conversions, and wants assurances that no one will be forced to connect. Town Manager Ramaglia confirmed no forced connections; residents will be involved in the decision-making.

ADJOURNMENT

There being no further business before the Council, Mayor Kane adjourned the meeting at 8:54 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

VIA: Francine Ramaglia, Town Manager

FROM: Valerie Oakes, Town Clerk

DATE: April 1, 2025

SUBJECT: *Resolution No. 2025-17* – Public Records Exemption for Municipal Clerks and Election Employees

Background:

Municipal clerks and employees involved in elections and code enforcement often face threats and harassment due to the nature of their work. While Florida law provides public records exemptions for certain government personnel, municipal clerks and election workers do not currently receive the same protection. This resolution urges the Florida State Legislature to enact legislation providing a public records exemption to safeguard these employees from potential harm.

Recommendation:

Staff recommends the approval of *Resolution No. 2025-17*, which urges the Florida State Legislature to provide a public records exemption for municipal clerks and employees engaged in elections and code enforcement functions.

RESOLUTION NO. 2025-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO CREATE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A MUNICIPALITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by respondents; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staff fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staff who serve the public on a daily basis and are, oftentimes, the first point of contact for citizens with a municipality; and

WHEREAS, the Town of Loxahatchee Groves has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

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

SECTION 1. The Town Council of the Town of Loxahatchee Groves hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the Town Council.

SECTION 2. The Mayor and Town Council of the Town of Loxahatchee Groves, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement of a municipality.

SECTION 3. The Town Clerk is hereby directed and authorized to send a certified copy of this resolution to Governor Ron DeSantis, Senator Gayle Harrel, State Representative Meg Weinberger, the Palm Beach County League of Cities, and the Florida League of Cities (FLC).

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1st DAY OF APRIL 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: April 1, 2025

SUBJECT: *Resolution No. 2025-18 - Regarding Disposal of Surplus Property*

Background:

Pursuant to Section V.B. of the Town's Purchasing Manual, the Public Works Director has declared the following list of Town vehicles as surplus and is seeking Town Council approval to dispose of these surplus items at auction through the Town's existing agreement with Royal Auction Group, Inc.

- Ford F-250
Year: 2006
VIN # 1FTSX21P46EA93368
Notes: Needs new injectors and new tires
Value unknown. Suggested \$6,000.00
- Ford Escape
Year: 2015
VIN # 1FMCU0F74FUC81559
Notes: Fully operational
Valued at \$9,000.00

Recommendations: Move to adopt *Resolution No. 2025-18* to dispose of the listed surplus items at auction by Royal Auction Group, Inc.

RESOLUTION NO. 2025-18**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING DISPOSAL OF NON-REAL PROPERTY DECLARED AS SURPLUS AT AUCTION THROUGH ROYAL AUCTION GROUP, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 274, Florida Statutes, the Town has the discretion to declare any tangible personal property it owns that is not otherwise lawfully disposed of and is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful purpose, as surplus; and

WHEREAS, consistent with Chapter 274, Florida Statutes, and Section 2-136 of the Loxahatchee Groves Code, Section V.B.1. of the Loxahatchee Groves Administrative Purchasing Policy and Procedures Manual requires that Town property, including District property, that is declared as surplus by the Public Works Director and is valued at greater than \$5,000 must be disposed of by the method approved by Town Council; and

WHEREAS, the Town has an existing contract with Royal Auction Group, Inc. for auctioning of surplus property; and

WHEREAS, the Town Council has determined that disposal by auction of certain property, as identified herein, declared as surplus by the Public Works Director serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the following surplus property be disposed of at auction through Royal Auction Group, Inc.:

- Ford F-250
Year: 2006
VIN # 1FTSX21P46EA93368
Notes: Needs new injectors and new tires
Value unknown. Suggested \$6,000.00
- Ford Escape
Year: 2015
WIN # 1FMUC0F74FUC81559
Notes: Fully operational
Valued at \$9,000.00

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1st DAY OF APRIL 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, April 1, 2025

SUBJECT: Approval on *Resolution No. 2025-19 - Appointing Members to the Planning and Zoning Board.*

Background:

Each year, the Town Council appoints members of the community to represent them by serving on advisory committees for the Town.

The following individuals have been nominated by Council members of the Loxahatchee Groves Town Council and have been verified by town staff to have met the required criteria to be appointed to the Planning and Zoning Board.

Phillis Maniglia, Councilmember

Paulo Santana

Lisa El-Ramey, Councilmember

Kevin Brennan

Anita Kane, Councilmember

Todd McLendon

Paul Coleman, Councilmember

Jacquelyn Clifton

Margaret Herzog, Councilmember

Antonio Evangelista- Santiago

Recommendation:

Move to approve ***Resolution No. 2025-19*** appointing members to the Planning and Zoning Board.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-19****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Board is established under Chapter 34, Article II, Loxahatchee Groves Code to provide the Town Council with recommendations as an advisory board on planning and zoning related matters; and

WHEREAS, the Town Council, through adoption of Ordinance No. 2019-04, amended Section 34-1(a) of the Loxahatchee Groves Code, designating the Planning and Zoning Board as the Local Planning Agency for the Town of Loxahatchee Groves pursuant to Section 163.3174(1), Florida Statutes and assigning the duty to hear and make recommendations on amendments to the Town's Unified Land Development Code; and

WHEREAS, it is the desire of the Town Council to appoint members of the Planning and Zoning Board, who also sit as the Local Planning Agency, for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town's Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as regular members of the Town's Planning and Zoning Board for an unspecified term concurrent with the appointing Councilmember's term but no longer than the term of the appointing Councilmember:

Anita Kane, Mayor
Margaret Herzog, Vice Mayor
Phillis Maniglia, Councilmember
Lisa El-Ramey, Councilmember
Paul Coleman II, Councilmember

Todd McLendon
Antonio Evangelista- Santiago
Paulo Santana
Kevin Brennan
Jacquelyn Clifton

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

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF APRIL 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, ~~therefore~~, be subject to public disclosure.

NAME: Todd McLendon

HOME ADDRESS: 3481 D rd Loxahatchee FL 33470 APT. NO. _____

EMAIL ADDRESS: Metasystech@GMail.com PHONE: 954-931-4634

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☐ Finance Advisory and Audit Committee (FAAC)
- ☒ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☒ Yes ☐ No
4. Have you ever served on a Town Board/Committee? ☒ Yes ☐ No

PZB, ULDC & Charter review Committees

If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

I have worked in the construction / service industry for over 30 years specifically in the HVAC and electrical industry.

I have owned my own business for over 16 years in construction and service.

I own my own commercial farm here in Loxahatchee Groves and it has existed since 2007

Please summarize your volunteer experience(s):

I have served on the Loxahatchee Groves town council, PZB, ULDC and charter review committee.

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

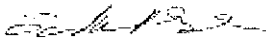
Anita Kane

Name of Councilmember

3

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

3/21/2025

Date

☐ Resume Attached.

Property Detail

Location Address : 3481 D RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-332-0010
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 33683 / 1089
Sale Date : 05/11/2022
Legal Description : LOXAHATCHEE GROVES W 1/2 OF E 1/2 OF TR 32 BLK C

Owner Information**Owner(s)**

MCLENDON TODD L

Mailing Address

PO BOX 1293
 LOXAHATCHEE FL 33470 1293

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
05/11/2022	\$10	33683 / 01089	QUIT CLAIM	MCLENDON TODD L
12/06/2006	\$10	21201 / 01756	QUIT CLAIM	MCLENDON TODD &
11/15/2005	\$475,000	19559 / 00496	WARRANTY DEED	MCLENDON TODD
12/01/1997	\$145,000	10143 / 00763	WARRANTY DEED	HEIDT MICHAEL J &
09/01/1983	\$100	04042 / 00220	QUIT CLAIM	
04/01/1981	\$60,000	03542 / 01741	WARRANTY DEED	
01/01/1969	\$16,000	01739 / 00000		

Exemption Information

Applicant/Owner(s)	Year	Detail
MCLENDON TODD L	2025	HOMESTEAD
MCLENDON TODD L	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 1
***Total Square Feet :** 0
Acres : 5.00
Property Use Code : 6000—AG Classification GRAGSOIL CLASS 1
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Building Details**Structural Details**

Structural Element for Building 1	Sketch for Building 1
Exterior Wall 1	MSY: CB STUCCO
Year Built	1996
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC
Bed Rooms	3
Full Baths	2

TOTAL TAX

\$3,021

\$2,911

\$2,873

\$2,891

Item 4.

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

Property Detail

Location Address : 1301 W C RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-248-0020
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 29943 / 289
Sale Date : 06/21/2018
Legal Description : LOXAHATCHEE GROVES E 322.5 FT OF S 225.13 FT OF N 450.26 FT OF TR 48 BLK B

Owner Information**Owner(s)**

CLIFTON JACQUELYN &
 CLIFTON MICHAEL

Mailing Address

1301 C RD
 LOXAHATCHEE FL 33470 4230

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
06/21/2018	\$475,000	29943 / 00289	WARRANTY DEED	CLIFTON MICHAEL &
08/31/2000	\$152,000	12022 / 00328	WARRANTY DEED	PENTEK STEPHEN &
08/01/1998	\$100	10586 / 00190	WARRANTY DEED	
03/01/1988	\$87,000	05609 / 01190	WARRANTY DEED	
06/01/1981	\$100	03687 / 01040	QUIT CLAIM	
01/01/1975	\$8,500	02415 / 00265		

Exemption Information

Applicant/Owner(s)	Year	Detail
CLIFTON JACQUELYN &	2025	HOMESTEAD
CLIFTON JACQUELYN &	2025	ADDITIONAL HOMESTEAD
CLIFTON MICHAEL	2025	HOMESTEAD
CLIFTON MICHAEL	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 1
***Total Square Feet :** 5477
Acres : 1.67
Property Use Code : 0100—SINGLE FAMILY
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Building Details**Structural Details****Structural Element for Building 1****Sketch for Building 1**

Exterior Wall 1	WSF: STUCCO
Year Built	1976
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC
Bed Rooms	4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: March 18, 2025

SUBJECT: Approval of *Resolution No. 2025-20* to Appointment Members to the Unified Land Development Review Committee

Background:

Each year, the Town Council appoints members of the community to represent them by serving on advisory committees for the Town.

The following individuals have been nominated by members of the Loxahatchee Groves Town Council and have been verified by town staff to have met the required criteria to be appointed to the Unified Land Development Code Review Committee.

Phillis Maniglia, Councilmember	Jo Siciliano
Lisa El-Ramey, Councilmember	Karen Plante
Anita Kane, Councilmember	Brian Zdunowski
Paul Coleman, Councilmember	Robert Austin
Margaret Herzog, Councilmember	Sarah Palmer

Recommendation:

Move to approve *Resolution No. 2025-20* appointing members to the Unified Land Development Review Committee.

RESOLUTION NO. 2025-20

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

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

WHEREAS, it is the desire of the Town Council to appoint members of the Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as members of the Town’s Unified Land Development Code Review Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Anita Kane, Mayor
Margaret Herzog, Vice Mayor
Phillis Maniglia, Councilmember
Lisa El-Ramey, Councilmember
Paul Coleman II, Councilmember

Brian Zdunowski
Sarah Palmer
Jo Siciliano
Karen Plante
Robert Austin

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF APRIL 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: Robert J. Austin
 HOME ADDRESS: 746 Hyde Park Rd APT. NO. —
 EMAIL ADDRESS: rttrd5@gmail.com PHONE: 561-317-3837

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☐ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☒ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☐ Yes ☐ No
4. Have you ever served on a Town Board/Committee? ☒ Yes ☐ No

If so, please indicate the Board(s)/Committee(s)? ULDC Date of Service: 10-29-10

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

Please summarize your volunteer experience(s):

L2DC

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Paul Coleman

Name of Councilmember

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

03-24-25

Date

☐ Resume Attached.

Boards and Committee Application

BOARDS & COMMITTEES DESCRIPTION and REQUIRED QUALIFICATIONS

All Board/Committee Members are required to complete the Palm Beach County Commission on Ethics - Code of Ethics Training every two (2) years.

Members of advisory boards must meet the following minimum qualifications:

- ☒ Be a resident of the Town of Loxahatchee Groves.
- ☒ Not have an unresolved lien ordered by the town's special magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity.
- ☒ Not be a member of any other town advisory board, unless the other advisory board is an ad-hoc advisory board; and
- ☐ Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

AGRITOURISM COMMITTEE

Description: Recommend to the Town Council potential substantial offsite impacts of agritourism activities and develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities.

Additional Qualifications:

- ☐ Be a resident or landowner within the Town.
- ☐ Shall be active in the agritourism industry within the Town.

FINANCE ADVISORY AND AUDIT COMMITTEE (FAAC)

Description: Act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council. Reviews and analyzes Projects and Financial activities of the Town assigned by the Town Council or Town Manager and makes recommendations to the Town Council.

Additional Qualifications:

- ☐ Be a resident or landowner within the Town.

PLANNING & ZONING BOARD (P&Z)

Description: Shall hear and make recommendations to the Town Council as to the finding of fact on applications

e.g., re-zoning, Zoning Ordinance Amendments, Site Plans, Conditional Uses, Special Exceptions Permitted within each Zoning District Variances...any other planning or zoning-related matter referred to it by the Town Council.

Additional Qualifications:

- ☐ File Statement of Financial Interests Disclosure (Form 1) on an annual basis.
- ☐ Knowledge concerning the function of municipal government, planning and zoning matters, and municipal development, as well as the professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors.

☒ Shall hold no other Town office or position.

ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE (RETGAC)

Description: Advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and water.

UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE (ULDC)

Description: Review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC.

Property Detail

Location Address : 746 HYDE PARK RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-501-0050
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 33484 / 1889
Sale Date : 03/28/2022
Legal Description : LOXAHATCHEE GROVES SW 1/4 OF W 1/2 OF E 1/2 OF TRACT 1 BLK E

Owner Information**Owner(s)**

AUSTIN ROBERT J JR &
 AUSTIN TINA M
 AUSTIN ROBERT J JR TR
 AUSTIN TINA M TR
 ROBERT & TINA AUSTIN TR TITL HLDERS

Mailing Address

746 HYDE PARK RD
 LOXAHATCHEE FL 33470 4996

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
03/28/2022	\$10	33484 / 01889	QUIT CLAIM	AUSTIN ROBERT J JR &
09/18/2002	\$22,900	14187 / 00515	WARRANTY DEED	AUSTIN ROBERT J JR &
12/01/1995	\$110,000	09045 / 00437	WARRANTY DEED	
01/01/1979	\$66,000	03052 / 00291		
01/01/1970	\$3,800	01830 / 00000	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
AUSTIN ROBERT J JR &	2025	HOMESTEAD
AUSTIN ROBERT J JR &	2025	ADDITIONAL HOMESTEAD
AUSTIN TINA M	2025	HOMESTEAD
AUSTIN TINA M	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 1
***Total Square Feet :** 7690
Acres : 2.50
Property Use Code : 0100—SINGLE FAMILY
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Building Details**Structural Details****Structural Element for Building 1**

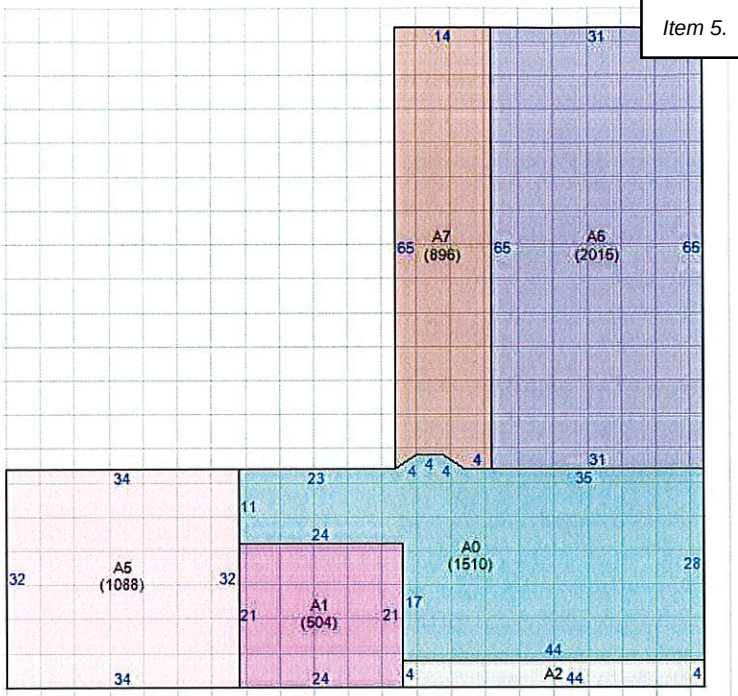
Exterior Wall 1	MSY: CONC. BLOCK
Year Built	1973
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC

Sketch for Building 1

Bed Rooms	4
Full Baths	3
Half Baths	0
Exterior Wall 2	NONE
Roof Structure	WOOD TRUSS
Roof Cover	ASPHALT/COMPOSITION
Interior Wall 1	DRYWALL
Interior Wall 2	N/A
Floor Type 1	CARPETING
Stories	1

Subarea and Square Footage for Building 1

Code Description	square Footage
SFB Semi Finished Base Area	2015
UST Unfinished Storage	504
FCP Finished Carport	1088
BAS Base Area	176
BAS Base Area	1510
FOP Finished Open Porch	896
Total Square Footage	6189
Area Under Air	3701



Property Extra Feature

Description	Year Built	Units
No Extra Feature Available		

Property Land Details

Land Line #	Description	Zoning	Acres
1	SFR	AR	2.50

Appraisals

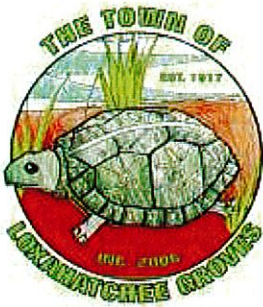
Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$498,259	\$501,544	\$410,497	\$296,870	\$221,687
Land Value	\$275,000	\$250,000	\$198,375	\$156,750	\$156,750
Total Market Value	\$773,259	\$751,544	\$608,872	\$453,620	\$378,437

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$327,267	\$317,735	\$308,481	\$299,496	\$295,361
Exemption Amount	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$277,267	\$267,735	\$258,481	\$249,496	\$245,361

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$5,503	\$5,361	\$5,291	\$5,254	\$5,241



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: Brian Zdunowski

HOME ADDRESS: 1615 E Road Loxahatchee Groves, FL 33470 APT. NO.

EMAIL ADDRESS: bzdunowski@dssinc.com PHONE: 561-284-0565

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☐ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☒ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☐ Yes ☒ No
4. Have you ever served on a Town Board/Committee? ☒ Yes ☐ No

If so, please indicate the Board(s)/Committee(s)? ULDC Date of Service: 12/24-3/25

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

As a former ULDC member I am familiar with the process and requirements of committees. I have a degree in Network Engineering and have been working as a Senior Project Manager as a Federal Contractor for the Department of Veteran Affairs

Please summarize your volunteer experience(s):

ULDC member until end of term for Robert Shorr

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Anita Kane
Name of Councilmember

3
Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

Brian Zdunowski
Signature of Applicant

3/20/25
Date

☐ Resume Attached.

Boards and Committee Application

BOARDS & COMMITTEES DESCRIPTION and REQUIRED QUALIFICATIONS

All Board/Committee Members are required to complete the Palm Beach County Commission on Ethics - Code of Ethics Training every two (2) years.

Members of advisory boards must meet the following minimum qualifications:

- ☐ Be a resident of the Town of Loxahatchee Groves.
- ☐ Not have an unresolved lien ordered by the town's special magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity.
- ☐ Not be a member of any other town advisory board, unless the other advisory board is an ad-hoc advisory board; and
- ☐ Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

AGRITOURISM COMMITTEE

Description: Recommend to the Town Council potential substantial offsite impacts of agritourism activities and develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities.

Additional Qualifications:

- ☐ Be a resident or landowner within the Town.
- ☐ Shall be active in the agritourism industry within the Town.

FINANCE ADVISORY AND AUDIT COMMITTEE (FAAC)

Description: Act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council. Reviews and analyzes Projects and Financial activities of the Town assigned by the Town Council or Town Manager and makes recommendations to the Town Council.

Additional Qualifications:

- ☐ Be a resident or landowner within the Town.

PLANNING & ZONING BOARD (P&Z)

Description: Shall hear and make recommendations to the Town Council as to the finding of fact on applications

Boards and Committee Application

e.g., re-zoning, Zoning Ordinance Amendments, Site Plans, Conditional Uses, Special Exceptions Permitted within each Zoning District Variances...any other planning or zoning-related matter referred to it by the Town Council.

Additional Qualifications:

- ☐ File Statement of Financial Interests Disclosure (Form 1) on an annual basis.
- ☐ Knowledge concerning the function of municipal government, planning and zoning matters, and municipal development, as well as the professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors.
- ☐ Shall hold no other Town office or position.

ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE (RETGAC)

Description: Advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and water.

UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE (ULDC)

Description: Review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC.

Property Detail

Location Address : 1615 E RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-445-0010
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 26533 / 274
Sale Date : 12/27/2013
Legal Description : LOXAHATCHEE GROVES W 1/2 OF N 1/2 OF TR 45 BLK D

Owner Information

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

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
12/27/2013	\$257,500	26533 / 00274	WARRANTY DEED	ZDUNOWSKI BRIAN
07/01/1993	\$142,500	07822 / 00614	WARRANTY DEED	LATHROP ALLEN L &
05/01/1983	\$45,900	03950 / 00059	WARRANTY DEED	
01/01/1977	\$33,000	02781 / 00475		
01/01/1972	\$900,000	02047 / 01944	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
ZDUNOWSKI BRIAN	2025	HOMESTEAD
ZDUNOWSKI BRIAN	2025	ADDITIONAL HOMESTEAD

Property Information

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

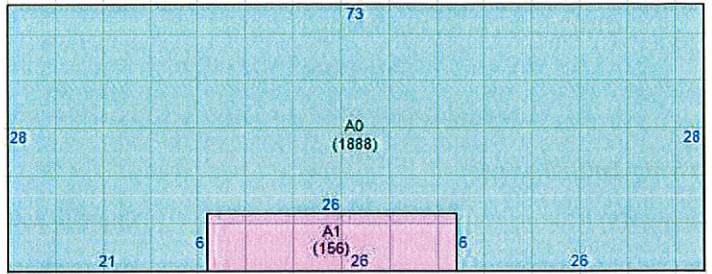
Building Details**Structural Details**

Structural Element for Building 1		Sketch for Building 1
Exterior Wall 1	WSF: WOOD SIDING	
Year Built	1985	
Air Condition Desc.	HTG & AC	
Heat Type	FORCED AIR DUCT	
Heat Fuel	ELECTRIC	
Bed Rooms	3	
Full Baths	2	
Half Baths	0	
Exterior Wall 2	NONE	

Roof Structure	WOOD TRUSS
Roof Cover	ASPHALT/COMPOSITION
Interior Wall 1	DRYWALL
Interior Wall 2	N/A
Floor Type 1	CARPETING
Floor Type 2	CERAMIC/QUARRY TILE
Stories	1

Subarea and Square Footage for Building 1

Code Description	square Footage
BAS Base Area	1888
FOP Finished Open Porch	156
Total Square Footage	2044
Area Under Air	1888



Property Extra Feature

Description	Year Built	Units
Shed	1996	288
Carport	1996	1400

Property Land Details

Land Line #	Description	Zoning	Acres
1	SFR	AR	1
2	SFR	AR	4

Appraisals

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

Assessed and Taxable Values

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

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$3,481	\$3,365	\$3,313	\$3,215	\$3,131
NON AD VALOREM	\$1,683	\$1,627	\$1,623	\$1,667	\$1,663

TOTAL TAX	\$5,164	\$4,992	\$4,936	\$4,882
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Item 5.

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbc-pao.gov

Property Detail**Location Address :** 2660 F RD**Municipality :** LOXAHATCHEE GROVES**Parcel Control Number :** 41-41-43-17-01-621-0020**Subdivision :** LOXAHATCHEE GROVES IN**Official Records Book/Page :** 28023 / 839**Sale Date :** 12/30/2015**Legal Description :** LOXAHATCHEE GROVES, W 839 FT OF TR 21 BLK F & N 1/2 OF 100 FT STRIP LYG S OF & ADJ TO A/K/A RESVD R/W**Owner Information****Owner(s)**PALMER SARAH
PALMER STANLEY &**Mailing Address**2605 COOPER WAY
WELLINGTON FL 33414 3413**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
12/30/2015	\$530,000	28023 / 00839	WARRANTY DEED	PALMER STANLEY &
11/16/2004	\$790,000	17779 / 01627	WARRANTY DEED	DEAN MARTIN A
09/01/1990	\$210,000	06598 / 01932	WARRANTY DEED	LYTLE HERBERT G
01/01/1985	\$197,500	04453 / 01660	WARRANTY DEED	
01/01/1976	\$14,000	02591 / 00568		
01/01/1971	\$10,100	01900 / 01186	WARRANTY DEED	

Exemption Information

No Exemption Information Available.

Property Information**Number of Units :** 1***Total Square Feet :** 13369**Acres :** 10.96**Property Use Code :** 6800—AG Classification EQUESTRIAN**Zoning :** AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)**Building Details****Structural Details**

Structural Element for Building 1	
Exterior Wall 1	WSF: WOOD SIDING
Year Built	1978
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC
Bed Rooms	2
Full Baths	2
Half Baths	0
Exterior Wall 2	NONE
Roof Structure	GABLE/HIP

Sketch for Building 1

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: March 18, 2025

SUBJECT: Approval on *Resolution No. 2025-21 - Appointing Members to the Finance Audit and Advisory Committee (FAAC)*.

Background:

Each year the Town Council appoints members of the community to represent them by serving on advisory committees for the Town.

The following individuals have been nominated by Council members of the Loxahatchee Groves Town Council and have been verified by town staff to have met the required criteria to be appointed to the Finance Advisory and Audit Committee.

Phillis Maniglia, Councilmember

Sue Cacioppo

Lisa El-Ramey, Councilmember

Tracy Raflowitz

Anita Kane, Councilmember

Fredrick Hoo

Paul Coleman, Councilmember

Manish Sood

Margaret Herzog, Councilmember

Austin Clubb

Recommendation:

Move to approve *Resolution No. 2025-21* appointing members to the Finance Audit and Advisory Committee.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF
THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING
FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, on May 19, 2009, the Town Council of the Town of Loxahatchee Groves (Town Council) adopted Resolution No. 2009-008, establishing the “Finance Advisory Board” to advise the Town Council as to issues related to the Town’s budget, financial activities and performance, and other matters as Town Council deems appropriate; and

WHEREAS, over time Town Council adopted various Resolutions amending and renaming the “Finance Advisory Board” as the “Finance and Audit Committee” (FAAC); and

WHEREAS, on April 3, 2018, the Town Council adopted Resolution No. 2018-17, repealing and replacing all prior Resolutions related to the FAAC and re-establishing the FAAC; and

WHEREAS, on March 3, 2020, the Town Council adopted Resolution No. 2020-01, amending Resolution No. 2018-17, related to the composition of the Committee, term of appointment and determination of absences; and

WHEREAS, it is the desire of the Town Council to appoint members of the FAAC for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as members of the Town’s Finance Audit and Advisory Committee (FAAC) for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Anita Kane, Mayor

Fredrick Hoo

Margaret Herzog, Vice Mayor

Austin Clubb

Phillis Maniglia, Councilmember

Sue Cacioppo

Lisa El-Ramey, Councilmember

Tracy Raflowitz

Paul Coleman II, Councilmember

Manish Sood

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

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1ST DAY OF APRIL 2025.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

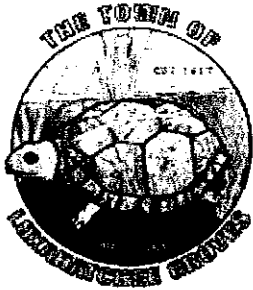
Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: Tracy Raflowitz

HOME ADDRESS: 1261 F Rd, Loxahatchee Groves, FL 33470 APT. NO. _____

EMAIL ADDRESS: Tracy@esifooting.com PHONE: 772-260-5032

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☒ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☒ Yes ☐ No
4. Have you ever served on a Town Board/Committee? ☒ Yes ☐ No

If so, please indicate the Board(s)/Committee(s)? FAAC Date of Service: 5/2023 - Present

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

CFO Of 4 Companies, Served on the TOLG FAAC for the past 2 years

Former Martin County School Board Teacher, Martin County Fire Rescue EMT, and work closely with an Accounting firm. I am very good with numbers, especially when they do not make sense

Please summarize your volunteer experience(s):

Read to a Kindergarten class at Lox Groves Elem. Volunteered my time to be on FAAC for the past 2 years

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Lisa El-Ramey

Name of Councilmember

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

Signature of Applicant

Date

☐ Resume Attached.

TRACY RAFLOWITZ

Item 6.

1261 F Rd
Loxahatchee Groves, Florida 33470
Tracy@ESIFooting.com
772-260-5032

EXECUTIVE PROFILE

I am driven to manage costs and establish strategic, mutually beneficial partnerships and relationships with clients, vendors and service providers. My main goals for ESI are to make sure that we are profitable using cost effective management as well as asset protection, financial management, and customer relations. I am highly motivated and passionate about the services we provide, hence making us one of the top Equestrian Arena and Site Builders in the World. It is safe to say, that we excel at having the highest customer satisfaction in the industry. At Equestrian Services International, our top priority is to be a professional, full service Footing and Site Development company that customizes each job to meet the client's needs. We understand the need for a superior equestrian footing product to ensure the safety and performance of the riders and horses.

PROFESSIONAL EXPERIENCE

08/1990 to 05/1997	Athletic Coach - Volleyball, Soccer, Softball Palm Beach County School Board — Jupiter, FL
08/1991 to 05/1995	EMT Hobe Sound Ambulance — Hobe Sound, FL
08/1990 to 05/1995	On Call EMT Martin County Fire Rescue — Martin County, FL
08/1997 to 02/1998	EMT in the medical Clinic / Drug and Alcohol Testing during outage Florida Power & Light — Hutchinson Island, FL
03/1998 to 06/2006	Health Teacher at Stuart Middle School Martin County School Board — Stuart, FL
08/1998 to 11/2014	Volleyball Coach- Stuart Middle School Martin County School Board — Stuart, FL
01/1991 to 01/2013	Owner - Book Keeping/ CFO, Lawn Maintenance R Lawn and Landscape Inc — Palm City, FL
01/2008 to Current	Owner - CFO, VP Equestrian Services International — Wellington,

EDUCATION

Item 6.

- 1989** **High School Diploma:** Medical specialty- Graduated with Honors
Jupiter High School — Jupiter, Florida, USA
Health Academic Achievement Award
- 1994** **Associate of Science:** Medical, Business, Nursing, Education
Indian River Community College — Ft Pierce, Fl, USA
Played Volleyball on Scholarship
- 1997** **Bachelor of Science:** Minor in Education, Major in Sociology, Athletic Trainer
Florida Atlantic University — Boca Raton, Fl, USA

CERTIFICATIONS

EMT, Athletic Coach and Trainer, Health Teacher, Quick Books Specialist

SKILL HIGHLIGHTS

- Leadership / Communication skills
- Problem Solving / Critical Thinking / Creativity
- Time Management
- Teamwork and Collaboration
- Project Management
- Business Operation Organization
- Client account management
- Human Resources
- Customer Service
- Self-Motivated with a Strong Work Ethic

ADDITIONAL INFORMATION

In 1988, during my Senior Year of High School, Brett and I starting dating and began our life together. After Graduation, I attended Indian River Community College on a Volleyball Scholarship. After attending the first year, I felt the coach and I did not see eye to eye and that Volleyball was not the direction I wanted to pursue. I received my EMT certification May 1990. I worked for an Ambulance Company taking care of and treating Cancer patients. I also was a nanny of a baby until her first birthday at which time I started working as a Full time EMT with Hobe Sound Ambulance in Sept 1991 as well as an on call EMT with Martin County EMS/Fire Rescue. At this time, I also coached 3 sports at Jupiter High School, went to School full time, and helped Brett with the Lawn & Landscape Company. In November 1993, Brett and I were married. I continued doing all of these things until my retirement from Hobe Sound Ambulance late May 1995. My daughter Brittni was born June 15, 1995. I continued my education and graduated May 1997. I started at Florida Power and Light during their outage as an EMT and Drug and Alcohol Tester. In March 1998, I was hired as a Health Teacher at Stuart Middle School where I taught and coached Volleyball. I also helped Brett with the Lawn Company. In June 2000, my son Garrett was born. I took off the next 2 years from teaching and helped Brett in the office with R Lawn and Landscape. In August 2002, I went back to teaching and coaching at Stuart Middle School. In June 2006, my family thought it was more beneficial that I retire from teaching and run our offices and Home School my daughter Brittni. Equestrian Services International (ESI) was born in March 2008 when our work took on a new direction of installing Premier International footing. Running the offices of both companies until ESI took such a large leap of time, that we decided to sell off our Martin County Lawn and Landscape clients. We continued to service only our Wellington Equestrian Clientele and moved the business to Wellington. It was finally decided that our time needed to be spent focusing on ESI and sold off the remaining lawn and landscape accounts in 2013.

In 2011, I decided home school my son, (Daughter graduated High School at 16) and continued to grow ESI. ESI has grown tremendously each year since its inception. In 2017, we sold our Farm in Palm City and moved to Loxahatchee Groves where we currently reside. Brett and I, along with our daughter Brittini and son Garrett have made ESI the company it is today with a lot of hard work, enthusiasm, and true dedication all along staying a very close-knit family. Both children are heavily involved in the day to day operations of the company and will hopefully continue to do so in their future. We are also very passionate and heavily involved in the Equestrian Show Jumping World where our daughter Brittini is an accomplished equestrian who competes at the international level representing Israel.

Item 6.

Property Detail

Location Address : 1261 F RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-532-0040
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 29462 / 339
Sale Date : 10/13/2017
Legal Description : LOXAHATCHEE GROVES E 1/2 OF E 1/2 OF TR 32 BLK E

Owner Information

Owner(s)	Mailing Address
RAFLOWITZ BRETT & RAFLOWITZ TRACY	1261 F RD LOXAHATCHEE FL 33470 4929

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
10/13/2017	\$10	29462 / 00339	WARRANTY DEED	RAFLOWITZ BRETT &
12/21/2016	\$99,104	28902 / 00087	WARRANTY DEED	RAFO PROPERTIES FLORIDA LLC
11/20/2013	\$240,000	26477 / 00651	WARRANTY DEED	EQUESTRIAN SERVICES INTERNATIONAL LLC
10/21/2009	\$100	23505 / 00270	CERT OF TITLE	SHELBY RICHARD E
08/01/1997	\$60,000	09954 / 01071	WARRANTY DEED	
07/01/1997	\$100	09954 / 01069	QUIT CLAIM	
11/01/1987	\$64,000	05485 / 00297	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
RAFLOWITZ BRETT &	2025	HOMESTEAD
RAFLOWITZ BRETT &	2025	ADDITIONAL HOMESTEAD
RAFLOWITZ TRACY	2025	HOMESTEAD
RAFLOWITZ TRACY	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 1
***Total Square Feet :** 5413
Acres : 5.00
Property Use Code : 6800—AG Classification EQUESTRIAN
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

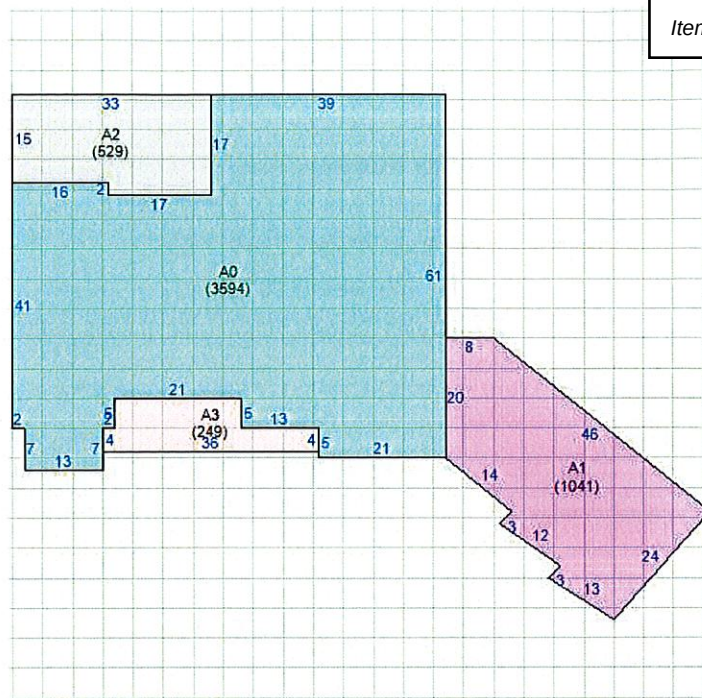
Building Details**Structural Details**

Structural Element for Building 1	
Exterior Wall 1	MSY: CB STUCCO
Year Built	2019
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC

Sketch for Building 1

Bed Rooms	4
Full Baths	4
Half Baths	
Roof Structure	WOOD TRUSS
Roof Cover	MOD. METAL
Interior Wall 1	DRYWALL
Floor Type 1	FINE OR SOFT WOOD
Stories	1

Item 6.



Subarea and Square Footage for Building 1

Code Description	square Footage
FOP Finished Open Porch	529
FOP Finished Open Porch	249
FGR Finished Garage	1041
BAS Base Area	3594
Total Square Footage	5413
Area Under Air	3594

Property Extra Feature

Description	Year Built	Units
Pool - In-Ground	2019	1
Patio	2015	1650
Manure Bin	2015	1

Property Land Details

Land Line #	Description	Zoning	Acres
3	VACANT RESIDENTIAL	AR	0.75
2	VACANT RESIDENTIAL	AR	1
1	SFR	AR	3.25

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$729,029	\$748,317	\$641,728	\$473,853	\$373,639
Land Value	\$450,000	\$387,500	\$351,900	\$265,000	\$264,000
Total Market Value	\$1,179,029	\$1,135,817	\$993,628	\$738,853	\$637,639

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$506,504	\$490,742	\$477,381	\$460,409	\$454,439
Exemption Amount	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$456,504	\$440,742	\$427,381	\$410,409	\$404,439

Taxes

Tax Year	2024	2023	2022	2021	2020
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AD VALOREM	\$8,958	\$8,720	\$8,641	\$8,532	Item 6.
NON AD VALOREM	\$1,234	\$1,228	\$1,224	\$1,218	\$1,213
TOTAL TAX	\$10,191	\$9,948	\$9,865	\$9,749	\$9,695

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



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, ~~therefore~~, be subject to public disclosure.

NAME: Manish Sood

HOME ADDRESS: 3765 E Rd, Loxahatchee Groves, FL 33470 APT. NO. _____

EMAIL ADDRESS: mcsood@hotmail.com PHONE: 646-773-7726

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☒ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☐ Yes ☒ No
4. Have you ever served on a Town Board/Committee? ☒ Yes ☐ No

If so, please indicate the Board(s)/Committee(s)? FAAC, AG-Tourism Date of Service: 2023-24

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

Advisor to World Bank Group providing financial resilience, disaster recovery and economic growth loan services to governments of various US partner countries.

Founder, CEO and Board Member of various successful businesses that provided services to municipal, state and federal government clients in the US.

Hired and led projects working with top US auditing firms, setting up GAAP-standard accounting, cost efficiency and budget planning. MS in Engineering with related education

Please summarize your volunteer experience(s):

Vice chair of FAAC 2023-24

Vice Chair of AG Tourism 2023-24

Various Leadership and Volunteer roles for over 5 years in Boy Scouts of America. Proud parent of two Eagle Scouts

Various fund raising and volunteering activities for veterans, first responders and special need children at 24 Karat Ranch (our farm and AG-Tourism business)

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Paul Coleman

Name of Councilmember

4

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

03/21/2025

Date

☒ Resume Attached (see the link below)

<https://www.linkedin.com/in/manishsoodbio/>

Boards and Committee Application

BOARDS & COMMITTEES
DESCRIPTION and REQUIRED QUALIFICATIONS

All Board/Committee Members are required to complete the Palm Beach County Commission on Ethics - Code of Ethics Training every two (2) years.

Members of advisory boards must meet the following minimum qualifications:

- ☒ Be a resident of the Town of Loxahatchee Groves.
- ☒ Not have an unresolved lien ordered by the town's special magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity.
- ☒ Not be a member of any other town advisory board, unless the other advisory board is an ad-hoc advisory board; and
- ☒ Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

AGRITOURISM COMMITTEE

Description: Recommend to the Town Council potential substantial offsite impacts of agritourism activities and develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities.

Additional Qualifications:

- ☒ Be a resident or landowner within the Town.
- ☒ Shall be active in the agritourism industry within the Town.

FINANCE ADVISORY AND AUDIT COMMITTEE (FAAC)

Description: Act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council. Reviews and analyzes Projects and Financial activities of the Town assigned by the Town Council or Town Manager and makes recommendations to the Town Council. ✓

Additional Qualifications:

- ☒ Be a resident or landowner within the Town.

PLANNING & ZONING BOARD (P&Z)

Description: Shall hear and make recommendations to the Town Council as to the finding of fact on applications

Boards and Committee Application

e.g., re-zoning, Zoning Ordinance Amendments, Site Plans, Conditional Uses, Special Exceptions Permitted within each Zoning District Variances...any other planning or zoning-related matter referred to it by the Town Council.

Additional Qualifications:

- ☐ File Statement of Financial Interests Disclosure (Form 1) on an annual basis.
- ☐ Knowledge concerning the function of municipal government, planning and zoning matters, and municipal development, as well as the professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors.
- ☐ Shall hold no other Town office or position.

ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE (RETGAC)

Description: Advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and water.

UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE (ULDC)

Description: Review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC.

Contact

www.linkedin.com/in/manishsoodbio (LinkedIn)
www.smartdatascience.com
 (Company)

Top Skills

Private Equity Operator
 Behavioal Healthcare Executive
 Innovation Management

Publications

Four Ways to Overcome the Paradox of Enterprise Social Networks
 Tips for Building a Successful Enterprise Social Network
 Email Overload: Fighting a Forest Fire with a Bucket

Patents

System and Method for Dynamic Adaptive Use based Prioritization and Display of Electronic Messages
 System and Method for Mapping Organizational Social Networks utilizing Dynamically Prioritized Email Flow Indicators
 System and Method for Mapping Organizational Social Networks utilizing Dynamically Prioritized Email Flow Indicators
 System and Method for Dynamically Prioritized Electronic Mail Graphical User Interface, and Measuring Email Productivity and Collaboration Trends

Manish Sood

Entrepreneur, CEO, Technologist
 Miami-Fort Lauderdale Area

Summary

Entrepreneur, Private Equity Affiliate, CEO/CxO, Data & Technology Strategist with a track record of building enterprise value and delivering results.

With 20+ years of operations and technology leadership experience, Manish brings a hands-on practical approach to partnering with the Investors, Boards, CEOs, Management Teams, Customers and Employee Groups to create strategic value, long-term growth and market leadership.

Currently working with Mid-market, privately-held Companies that deliver (or plan on transforming to deliver) innovative, technology-powered and highly differentiated services in following domains:

- Healthcare Providers (mental health, wellness & substance abuse treatment providers, specialty psychiatric care, telehealth & remote-care service providers);
- Business Services (AI-powered service providers);
- Government & Compliance (cyber tech, security and compliance outsourcing service providers);
- Advance Service Providers (medical devices, healthcare, and other high-tech sectors);
- Sustainability Service Providers (compliance or service providers in sustainable energy, water management, food supply and green finance)

Specialize in applying innovative technologies (AI, big data analytics, geospatial intelligence, Blockchain and Internet of Things (IoT), Sensors, Social and Mobile) for delivering strategic improvements, specifically in the areas of:

- Evidence-based Healthcare, Virtual-Care, Wellness and Case Management
- Competitive Differentiation, Marketing Effectiveness, Customer Experience & Lifetime Customer Value Enhancement;

- Revenue Quality Improvement;
- Workforce-AI Augmentation & Decisions Support;
- GRC (governance, risk & compliance);
- EHSS (environmental, health, safety & sustainability); and
- HCM (human capital management)

Experience

American Health & Analytics

Co-Founder & CEO

January 2022 - Present (3 years 3 months)

Boynton Beach, Florida, United States

We are transforming healthcare for safety-net and vulnerable population groups through the application of AI, neuroscience and other evidence-based innovations

Universe Equity Partners

Managing Partner

February 2020 - Present (5 years 2 months)

West Palm Beach, Florida Area

Managing Partner at Universe Equity Partners, a private equity investment advisory firm specialized in working with mid-market companies and creating high-growth rollup platforms in Healthcare & Wellness, Regulatory Compliance and Risk Management areas.

MidOcean Partners

Advisor & Private Equity Affiliate

December 2016 - October 2020 (3 years 11 months)

Greater New York City Area

Advised MidOcean Partners, a premier private equity firm based in NYC, on developing and executing investment opportunities in middle-market companies. My primary target investment and operating areas include technology-powered, business services within Healthcare, Compliance, Security & Risk Management.

Smart Data Science LLC (Advisor to The World Bank)

Founder

March 2014 - December 2019 (5 years 10 months)

Greater New York City Area

Property Detail

Location Address : 3765 E RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-430-0010
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 32587 / 1782
Sale Date : 06/11/2021
Legal Description : LOXAHATCHEE GROVES S 104.9 FT OF E 18.4 FT OF W 651.7 FT & W 633.4 FT OF S 1/2 OF TR 30 BLK D

Owner Information**Owner(s)**

SOOD MANISH &
 SOOD SHEETAL

Mailing Address

3765 E RD
 LOXAHATCHEE FL 33470 4659

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
06/11/2021	\$1,100,000	32587 / 01782	WARRANTY DEED	SOOD MANISH &
02/28/2001	\$4,000	12345 / 01099	WARRANTY DEED	TAYLOR GARY &

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 2
***Total Square Feet :** 1500
Acres : 5.03
Property Use Code : 6800—AG Classification EQUESTRIAN
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Building Details**Structural Details**

Structural Element for Building 1

Sketch for Building 1

Subarea and Square Footage for Building 1

Code Description	square Footage
No data found	

No Image Found

Property Extra Feature

Description	Year Built	Units
Patio Roof	1974	200
Patio Roof	1999	200
Sunroom	1999	224
Pool - In-Ground	1995	1

Property Land Details

Land Line #	Description	Zoning	Acres
1	SFR	AR	1
2	SFR	AR	4.0341

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$30,280	\$30,280	\$23,060	\$18,821	\$19,248
Land Value	\$453,069	\$390,143	\$354,300	\$266,807	\$239,220
Total Market Value	\$483,349	\$420,423	\$377,360	\$285,628	\$258,468

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$70,693	\$65,639	\$63,333	\$100,060	\$95,007
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$70,693	\$65,639	\$63,333	\$100,060	\$95,007

Taxes

Tax Year	2024	2023	2022	2021	2020
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AD VALOREM	\$1,378	\$1,306	\$1,256	\$2,038	Item 6.
NON AD VALOREM	\$1,497	\$1,447	\$1,447	\$1,497	\$1,497
TOTAL TAX	\$2,875	\$2,753	\$2,703	\$3,535	\$3,448

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

Led Smart Data Science LLC, an innovative product development, AI and data analytics advisory firm serving clients in healthcare (behavioral health, trauma & addiction treatment, evidence-based innovative treatment modalities), fin-tech (blockchain, alternative investments) and government (resiliency, risk management and infrastructure services) sectors.

MaKro LLC

Board Advisor

June 2016 - June 2017 (1 year 1 month)

New York

Technology Advisor to Makro, an innovative FinTech company applying artificial intelligence to economic forecasting, risk and investment strategy.

Messagemind LLC

co-Founder | CEO | Head of Product Development & Data Analytics

January 2010 - January 2014 (4 years 1 month)

Served as co-founder, CEO and Product Management Leader at Messagemind, recognized as an AlwaysOn Top-100 Innovative company, that created patented software and analytics for healthcare, financial, aerospace, industrial and government clients.

Business Instruments Corp.

VP of R&D, Solutions Delivery | Innovation & Program Management for Government & Enterprise clients

October 2001 - December 2009 (8 years 3 months)

Education

Stevens Institute of Technology

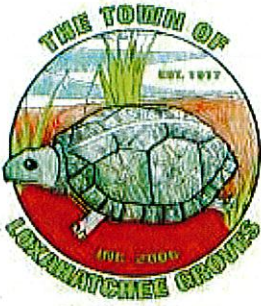
Executive MS in Engineering, Technology Management · (2002 - 2003)

Symbiosis Institute of Business Management, Pune

Post Graduate Diploma , Marketing/Marketing Management, General · (1997 - 1998)

Punjab Agricultural University, Ludhiana

BS in Engineering, Agriculture, Agriculture Operations, and Related Sciences · (1992 - 1996)



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: Austin Clubb

HOME ADDRESS: 3319 E Rd. APT. NO. _____

EMAIL ADDRESS: Austin Clubb@gmail.com PHONE: 561-685-3509

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☒ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No

2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No

3. Are you currently serving on a Town Board? ☐ Yes ☒ No

4. Have you ever served on a Town Board/Committee? ☐ Yes ☒ No

If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

Owner and Operator of a small business.
Experience using software for: Purchase Orders, Accounts Pay / Receive, Regulations, etc.

Please summarize your volunteer experience(s):

First time volunteer for public service.

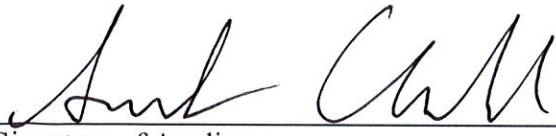
Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Marge Herzog
Name of Councilmember

5
Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

3-25-25
Date

☐ Resume Attached.

Boards and Committee Application

BOARDS & COMMITTEES

DESCRIPTION and REQUIRED QUALIFICATIONS

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Description: Recommend to the Town Council potential substantial offsite impacts of agritourism activities and develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities.

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Description: Act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council. Reviews and analyzes Projects and Financial activities of the Town assigned by the Town Council or Town Manager and makes recommendations to the Town Council.

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PLANNING & ZONING BOARD (P&Z)

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Boards and Committee Application

e.g., re-zoning, Zoning Ordinance Amendments, Site Plans, Conditional Uses, Special Exceptions Permitted within each Zoning District Variances...any other planning or zoning-related matter referred to it by the Town Council.

Additional Qualifications:

- ☐ File Statement of Financial Interests Disclosure (Form 1) on an annual basis.
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- ☐ Shall hold no other Town office or position.

ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE (RETGAC)

Description: Advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and water.

UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE (ULDC)

Description: Review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC.

Property Detail

Location Address : 3319 E RD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-434-0010
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 31333 / 752
Sale Date : 03/25/2020
Legal Description : LOXAHATCHEE GROVES N 1/2 OF TRACT 34 BLK D

Owner Information**Owner(s)**

CLUBB SUSAN L
 CLUBB SUSAN L TR
 SUSAN L CLUBB TR TITL HLDR

Mailing Address

3319 E RD
 LOXAHATCHEE FL 33470 6403

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
03/25/2020	\$10	31333 / 00752	QUIT CLAIM	CLUBB SUSAN L TR
09/21/2007	\$10	22146 / 00545	QUIT CLAIM	CLUBB SUSAN L
09/01/1991	\$120,000	06975 / 01060	WARRANTY DEED	CLUBB KEVIN J &
01/01/1974	\$21,000	02284 / 00835		

Exemption Information

Applicant/Owner(s)	Year	Detail
CLUBB SUSAN L	2025	HOMESTEAD
CLUBB SUSAN L	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 2
***Total Square Feet :** 5007
Acres : 10.00
Property Use Code : 6800—AG Classification EQUESTRIAN
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Building Details**Structural Details**

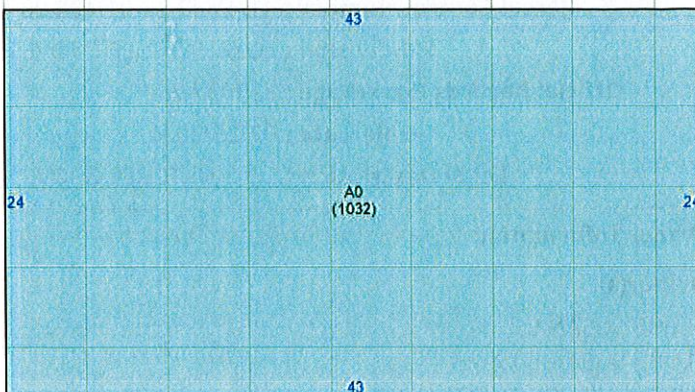
Structural Element for Building 1		Sketch for Building 1
Exterior Wall 1	Aluminum	
Year Built	1982	
Air Condition Desc.	HTG & AC	
Heat Type	FORCED AIR DUCT	
Heat Fuel	ELECTRIC	
Bed Rooms	0	
Full Baths	1	
Half Baths	0	
Roof Structure	FLAT	

Roof Cover	METAL CORRUGATED OR RIBBE
Interior Wall 1	PLYWOOD PNL
Interior Wall 2	NONE
Floor Type 1	CARPET
Floor Type 2	NONE
Stories	1

Item 6.

Subarea and Square Footage for Building 1

Code Description	square Footage
BASE	1032
Total Square Footage	1032
Area Under Air	1032



Property Extra Feature

Description	Year Built	Units
Walkway-Concrete	2002	806
Deck	1992	878
Garage	1993	1500
Deck	1995	360
Patio Roof	1996	878
Shed	1992	160
Paving- Asphalt	2002	352
Carport	2008	1320
Shade House	1999	1800

Property Land Details

Land Line #	Description	Zoning	Acres
3	SFR	AR	2
1	SFR	AR	3.70
2	SFR	AR	4.30

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$650,032	\$654,011	\$598,917	\$469,343	\$465,485
Land Value	\$810,000	\$697,500	\$633,420	\$477,000	\$475,200
Total Market Value	\$1,460,032	\$1,351,511	\$1,232,337	\$946,343	\$940,685

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
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Assessed Value	\$584,786	\$579,749	\$550,130	\$519,691	\$500,000
Exemption Amount	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$534,786	\$529,749	\$500,130	\$469,691	\$470,824

Item 6.

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$10,467	\$10,449	\$10,238	\$9,739	\$9,846
NON AD VALOREM	\$3,124	\$3,054	\$3,030	\$3,054	\$3,039
TOTAL TAX	\$13,590	\$13,503	\$13,268	\$12,793	\$12,885

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

Property Detail**Location Address :** 13593 E CITRUS DR**Municipality :** LOXAHATCHEE GROVES**Parcel Control Number :** 41-41-43-17-01-906-0050**Subdivision :** LOXAHATCHEE GROVES IN**Official Records Book/Page :** 29126 / 1499**Sale Date :** 06/01/2017**Legal Description :** LOXAHATCHEE GROVES S 730 FT OF N 1480 FT OF W 311.5 FT OF E 622.3 FT OF TR 6 BLK K**Owner Information****Owner(s)**CACIOPPO LAURA D
CACIOPPO MICHAEL L &
CACIOPPO SUSAN E &**Mailing Address**13593 E CITRUS DR
LOXAHATCHEE FL 33470 4878**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
06/01/2017	\$677,000	29126 / 01499	WARRANTY DEED	CACIOPPO MICHAEL L &
04/01/1999	\$50,000	11068 / 01880	WARRANTY DEED	
06/01/1985	\$65,000	04587 / 01125	WARRANTY DEED	
01/01/1974	\$22,500	02307 / 01663		
01/01/1970	\$6,000	01837 / 01209	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
CACIOPPO MICHAEL L &	2025	HOMESTEAD
CACIOPPO MICHAEL L &	2025	ADDITIONAL HOMESTEAD
CACIOPPO SUSAN E &	2025	HOMESTEAD
CACIOPPO SUSAN E &	2025	ADDITIONAL HOMESTEAD
CACIOPPO LAURA D	2025	HOMESTEAD
CACIOPPO LAURA D	2025	ADDITIONAL HOMESTEAD

Property Information**Number of Units :** 1***Total Square Feet :** 28295**Acres :** 5.21**Property Use Code :** 6800—AG Classification EQUESTRIAN**Zoning :** AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)**Building Details****Structural Details**

Structural Element for Building 1

Sketch for Building 1

Exterior Wall 1	Aluminum
Year Built	1974
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: March 18, 2025

SUBJECT: Approval of *Resolution No. 2025-22 to Appointment Members to the Roadway, Equestrian Trails and Greenway Advisory Committee*

Background:

Each year the Town Council appoints members of the community to represent them by serving on advisory committees for the Town.

The following individuals have been nominated by members of the Loxahatchee Groves Town Council and have been verified by town staff to have met the required criteria to be appointed to the Roadway, Equestrian Trails, and Greenway Advisory Committee.

Phillis Maniglia, Councilmember
 Anita Kane, Councilmember
 Lisa El-Ramey, Councilmember
 Paul Coleman, Councilmember
 Margaret Herzog, Councilmember

Katie Lakeman
 Darcy Dean Murray
 Brian McNeil
 Frank Schiola
 Ashley Bruce

Recommendation:

Move to approve *Resolution No. 2025-22* appointing members to the Roadway, Equestrian Trails, and Greenway Advisory Committee.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-22****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

WHEREAS, in accordance with the Loxahatchee Groves Comprehensive Plan, Town Council adopted Resolution No. 2011-005 creating the “Roadway, Equestrian Trails and Greenway Advisory Committee” (Committee) for the purposes stated therein; and

WHEREAS, Town Council adopted Resolution No. 2015-04, amending Resolution No. 2011-005 as to the duties, Town Council liaison, meeting schedule, and agenda preparation of the Committee; and

WHEREAS, Town Council adopted Resolution No. 2015-14, appointing members and amending Resolution No. 2011-005 as to the appointment terms of the Committee; and

WHEREAS, Town Council adopted Resolution No. 2018-26, providing for appointment of an alternate to the Committee; and

WHEREAS, Town Council adopted Resolution No. 2020-02, amending Resolution Nos. 2011-005 and 2015-04 as to the qualifications, provision of alternates, Town Council liaison, appointment terms, removal of members and meeting schedule of the Committee; and

WHEREAS, it is the desire of the Town Council to appoint members of the Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Roadway, Equestrian Trials and Greenway Advisory Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Anita Kane, Mayor
Margaret Herzog, Vice Mayor
Phillis Maniglia, Councilmember
Lisa El-Ramey, Councilmember
Paul Coleman II, Councilmember

Darcy Dean Murray
Ashley Bruce
Katie Lakeman
Brian McNeil
Frank Schiola

Alternate 1
Alternate 2

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

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF APRIL 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

Retired Fire Captain (35 yrs.)

30+ YEAR LONGHATCHER GROVES HOMEOWNER

Please summarize your volunteer experience(s):

LGCA MEMBER/PRESIDENT (PAST)

LGWCD BOARD member/CHAIRMAN (PAST)

LEAGUE OF CITIES RECREATIONAL TRAILS Countywide member (PAST)

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

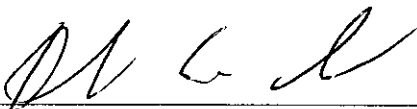
PAUL COLEMAN

Name of Councilmember

SEAT 4

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

3/24/25

Date

☐ Resume Attached.

Property Detail

Location Address : 13434 MARCELLA BLVD
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-602-0070
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 26142 / 784
Sale Date : 06/07/2013
Legal Description : LOXAHATCHEE GROVES W 193.4 FT OF E 1740.6 FT OF TR 2 BLK F

Owner Information**Owner(s)**

SCHIOLA FRANK A

Mailing Address

13434 MARCELLA BLVD
 LOXAHATCHEE FL 33470 4964

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
06/07/2013	\$10	26142 / 00784	QUIT CLAIM	SCHIOLA FRANK A
02/01/1996	\$87,000	09132 / 01656	WARRANTY DEED	
01/01/1979	\$100	03166 / 00235		

Exemption Information

Applicant/Owner(s)	Year	Detail
SCHIOLA FRANK A	2025	HOMESTEAD
SCHIOLA FRANK A	2025	ADDITIONAL HOMESTEAD

Property Information

Number of Units : 1
***Total Square Feet :** 1561
Acres : 2.00
Property Use Code : 0100—SINGLE FAMILY
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Building Details**Structural Details****Structural Element for Building 1****Sketch for Building 1**

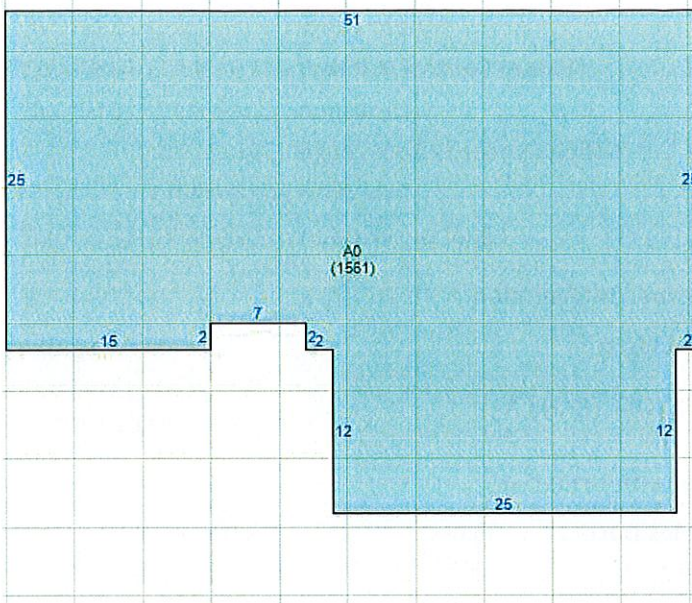
Exterior Wall 1	WSF: WOOD SIDING
Year Built	1982
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC
Bed Rooms	0
Full Baths	2
Half Baths	0
Roof Structure	WOOD TRUSS
Roof Cover	ASPHALT/COMPOSITION
Interior Wall 1	DRYWALL

Interior Wall 2 N/A
 Floor Type 1 CARPETING
 Stories 1

Item 7.

Subarea and Square Footage for Building 1

Code Description square Footage
 BAS Base Area 1561
 Total Square Footage 1561
 Area Under Air 1561



Property Extra Feature

Description	Year Built	Units
No Extra Feature Available		

Property Land Details

Land Line #	Description	Zoning	Acres
1	SFR	AR	2

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$195,616	\$196,994	\$157,962	\$115,706	\$93,819
Land Value	\$300,000	\$334,000	\$178,020	\$140,800	\$140,800
Total Market Value	\$495,616	\$530,994	\$335,982	\$256,506	\$234,619

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$128,543	\$124,799	\$121,164	\$117,635	\$116,011
Exemption Amount	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$78,543	\$74,799	\$71,164	\$67,635	\$66,011

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$1,672	\$1,614	\$1,575	\$1,550	\$1,531
NON AD VALOREM	\$4,999	\$4,943	\$984	\$1,028	\$1,023
TOTAL TAX	\$6,671	\$6,557	\$2,559	\$2,577	\$2,554



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 1, 2025

SUBJECT: *Resolution No. 2025-25 approving a contract with Geoffrey B. Sluggett & Associates, Inc. for professional services related to coordination and approval of projects including but not limited to grant funding*

Background:

Mary McNicholas a principal with Geoffrey B. Sluggett & Associates has been assisting the Town Manager in presenting grant applications locally including the recent application for trail and crossing funds along Okeechobee Boulevard.

Staff recommends the relationship be continued on an annualized basis and through the adoption of Resolution 2025-25 the Town Council would approve a contract for the following services:

The Consultant, at the direction and approval of the Town Manager, shall provide consulting services to the Town. The general scope of the Consultant's services includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects. These services include but are not limited to:

- Providing expert advice, counsel, and active involvement in identifying potential funding sources, including grants for which the Town may be eligible.
- Scheduling, attending, and reporting on relevant meetings to ensure timely communication and progress.
- Drafting and preparing comprehensive funding requests and accompanying documentation.
- Identifying and collaborating with key stakeholders, consultants, agencies, and staff to advance project goals.
- Developing necessary support materials to bolster funding efforts.
- Negotiating partnerships and agreements to facilitate project success.



155 F Road Loxahatchee Groves, FL 33470

- Monitoring project progress, funding requests, and agreements, with regular status updates. As well as other assigned duties and related services in accordance with this Agreement. The Consultant shall efficiently manage each project from initiation to completion.

The agreement would be in place from March 1, 2025 through February 28, 2026. The annual cost would be \$90,000 a year and would be payable in equal monthly increments. The consultant has a proven track record of accomplishment working with the Town and the level of grant funding sought will justify the expense if the efforts secure the Town funding for any of the

Recommendation:

Staff recommends adoption of Resolution No. 2025-25 approving the Agreement with Geoffrey B. Sluggett & Associates.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH GEOFFREY B. SLUGGETT & ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of professional consulting and lobbying activities for funding of grants and other projects at a local level; and

WHEREAS, the Town has an existing contract with Geoffrey B. Sluggett & Associates, Inc. which has a record of proven prior success representing the Town in such endeavors; and

WHEREAS, Geoffrey B. Sluggett & Associates, Inc. have agreed to enter into a new contract to assist in securing funding and coordinating projects to secure grants and other priorities for the next year; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement.

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

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Geoffrey B. Sluggett & Associates, Inc. attached hereto.

Section 3. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1ST DAY OF APRIL 2025.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT was made and entered into this 1 day of April 2025, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town"), and Geoffrey B. Sluggett & Associates, Inc., a Florida limited liability company with a principal address of 500 South Australian Avenue, Suite 710, West Palm Beach, Florida 33401 ("Consultant").

WITNESSETH:

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

WHEREAS, the Town desires to engage the Consultant to perform professional services on behalf of Town Administration, under the direction and approval of the Town Manager or their designee. These services encompass representing the Town of Loxahatchee Groves and delivering specialized consulting services, particularly in securing funding for programs and projects that serve the Town's interests. This includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

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

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

SECTION 2: CONSULTANT'S SERVICES. The Consultant, at the direction and approval of the Town Manager, shall provide consulting services to the Town. The general scope of the Consultant's services includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects. These services include but are not limited to:

- Providing expert advice, counsel, and active involvement in identifying potential funding sources, including grants for which the Town may be eligible.
- Scheduling, attending, and reporting on relevant meetings to ensure timely communication and progress.
- Drafting and preparing comprehensive funding requests and accompanying documentation.

- Identifying and collaborating with key stakeholders, consultants, agencies, and staff to advance project goals.
- Developing necessary support materials to bolster funding efforts.
- Negotiating partnerships and agreements to facilitate project success.
- Monitoring project progress, funding requests, and agreements, with regular status updates.

In addition to other assigned duties and related services in accordance with this Agreement, the Consultant shall efficiently manage each project from initiation to completion.

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

SECTION 4: TERM, TIME, AND TERMINATION.

- a. Term. The term of this Agreement shall commence on March 1, 2025 and shall remain in effect until March 1, 2026, unless terminated as stated herein. The Agreement may be renewed annually as agreed to by the parties. The Town, through the Town Manager, may exercise the renewal of the Agreement under the same terms and conditions provided the Town has approved funding for said renewals. Each fiscal year of this Agreement and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the Town.
- b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.
- c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be

revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

- d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.
- e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.
- f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:
 - 1) Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
 - 2) Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
 - 3) Continue and complete all parts of the services that have not been terminated.
- g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.
- h. Termination for non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, the Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

- a. **Payments.** The Consultant's \$7,500.00 fee will be billed monthly per itemized invoice. The invoice shall be submitted to the Town Manager for review and processing no later than the 10th of each month. Travel time will be included in the monthly billing if one-way travel to the Town exceeds 30 minutes. The Town will not be responsible for withholding any payroll, state, or federal taxes, which shall be the sole responsibility of the Consultant.
- b. The consultant shall be entitled to reimbursement of reasonable expenses assumed with the assigned tasks including but not limited to travel and mileage expenses, lobbyist registration fees, and exhibit production costs. The type and approximate cost of any such expenses should be approved by the Town Manager prior to the incursion of the expense.

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

SECTION 7: INSURANCE. The Town agrees to waive the requirement for consultant to carry specific insurance coverages during the Term of this Agreement.

~~**SECTION 8: INDEMNIFICATION.** The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.~~

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

SECTION 8: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 9: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 10: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 11: SUB-CONSULTANTS. The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

SECTION 12: ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of the Consultant to ensure sub-contractor's compliance.

SECTION 14: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 15: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 16: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 20: DISCRIMINATORY VENDOR. As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that

it is not participating in a boycott of Israel and has been placed on the Scrutinized Companies that boycott Israel List. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

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

Attn: Town Manager

155 F Road

Loxahatchee Groves, FL 33470

If sent to the Consultant, it shall be sent to:

Geoffrey B. Sluggett and Associates, Inc.

Mary McNicholas

500 South Australian Avenue, Suite 710,

West Palm Beach, Florida 33401

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

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

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party, regardless of who was more responsible for its

preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

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

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

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Manager. The Effective Date is March 1, 2025.

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

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

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

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

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

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

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

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

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all sub-consultants (providing services or receiving funding under the Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' new employees;
- b. Secure an affidavit from all sub-consultants (providing services or receiving funding under the Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien".
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement and provide the same to the Town upon request;
- d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;
- f. Be aware that a violation of Section 448.095(5) by a sub-consultant, and not Consultant, shall be grounds for termination of the Agreement.; and
- g. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-807-6672, VOakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager and the Consultant has hereunto set its hand and seal the day and year first written above.

CONSULTANT:

Geoffrey B. Sluggett & Associates, Inc., a Florida
Limited liability company

By: _____
Geoffrey B. Sluggett, President

STATE OF _____
COUNTY OF _____

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, Geoffrey B. Sluggett as President of Geoffrey B. Sluggett, Inc. ☐ who is personally known to me or ☐ who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Geoffrey B. Sluggett, Inc. to the same.

(Signature of Notary Public-State of Florida)

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

TOWN OF LOXAHATCHEE GROVES

Anita Kane, Mayor

ATTEST:

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 1, 2025

SUBJECT: Resolution No. 2025-23 approving the award of contracts to Huurr Homes, LLC and Johnson – Davis, Inc for the Town’s Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs and Individual Projects (Including Those Over \$300,000) IFB # 2025-01

Background:

On January 24, 2025, the Town advertised an invitation for bids related to culvert bridge replacement at four specific locations and continuing contract based on schedule of value pricing for on going construction, replacement, repair and maintenance of needed drainage projects including but not limited to future culvert and catch basin work. The bids were due on March 12, 2025 and although nine potential bidders attended the mandatory pre-bid meeting on February 3, only two bidders Huurr Homes, LLC and Johnson – Davis, Inc. chose to submit bids for the work. Staff believes contractors are qualified to do the contemplated work and recommends an award of contracts to both companies.

Huurr Homes was the low bidder with respect to each of the four specific culvert bridge contracts and therefore in addition to the award of contract, staff recommends the award of four work orders, one for each of the culvert bridges to Huurr Homes under the continuing contract. The comparison on the pricing for the four projects is set forth below:

<u>Culvert Bridge Project</u>	<u>Huurr Price</u>	<u>J-D Price</u>
F Road and Collecting Canal Road Culvert Bridge	\$258,858	\$495,000
Kerry Lane Culvert Bridge	\$92,038.40	\$255,000
Folsom and 25 th Culvert Bridge	\$149,562.40	\$329,000
Bunny Lane Culvert Bridge	\$74,781.20	\$196,000

While the pricing differential for the projects is substantial, the Town staff has contacted the other governmental entities for which Huurr Homes has done similar work and received positive evaluations of the quality and timeliness of their work. Once the contract is entered into and the



155 F Road Loxahatchee Groves, FL 33470

work orders authorized, Town staff will work with the contractor on an appropriate date for the notice to proceed, with the anticipation that all four projects will be able to be completed by mid-June. The bid amounts for the culvert projects are less than the amounts originally budgeted for the projects, which may allow for the Council to redirect the anticipated savings.

The contracts do include a schedule of values for future drainage work including installation of catch basins and culverts in other locations. The contract has a term of two years and may be renewed for up to 3 more one-year terms. After the contracts have been awarded the staff will work with the contractors to provide a schedule for catch basin installations and anticipate an award of another work order for the installation of at least 18 catch basins on the Town Council's May agenda. While it appears for many of the items on the schedule of values Huurr Homes is the low bidder, staff does recommend the award of a contract to Johnson-Davis to increase the likelihood of contractor availability to take on the projects especially in emergent situations.

The contracts which include the IFB and response are attached the Resolution.

Recommendation:

Staff recommends that Town Council approves **Resolution No. 2025-23** approving the award of contracts to Huurr Homes, LLC and Johnson – Davis, Inc for the Town's Continuing Service for Culverts – Construction, Replacement, Maintenance, Repairs and Individual Projects (Including Those Over \$300,000) IFB # 2025-01 and the award of work orders for the four specific culvert bridge projects to Huurr Homes, LLC.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) WITH HUURR HOMES, LLC, AND JOHNSON-DAVIS INCORPORATED, AUTHORIZING WORK ORDERS NO. 1-4 WITH HUURR HOMES, LLC FOR THE REPLACEMENT AND CONSTRUCTION OF FOUR SPECIFIC CULVERT BRIDGES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in accordance with State Statutes and the Town’s Procurement Code, the Town of Loxahatchee Groves, Florida (“Town”) issued Invitation For Bid For Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs and Individual Projects (Including Those over \$300,000) IFB # 2025-01 (“IFB”); and

WHEREAS, bids for the IFB were opened on March 12, 2025; and

WHEREAS, the Town received two received two responsive responsible bids from Huurr Homes, LLC and Johnson-Davis, Incorporated ; and

WHEREAS, for the specific culvert bridge projects at four distinct locations Huurr Homes, LLC’s bid was the lowest bid; and

WHEREAS, Town staff recommends entering into a continuing services contract with both Huurr Homes, LLC and Johnson-Davis, Incorporated to ensure the timely availability of services in the future; and

WHEREAS, entering into a continuing services contract with both Huurr Homes, LLC and Johnson-Davis, Incorporated serves a public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the attached Contracts with Huurr Homes, LLC and Johnson-Davis, Incorporated. The mayor is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. The Town Council authorizes the award of work orders for Huurr Homes, LLC to complete the following four culvert projects at the listed prices:

- a. F Road and Collecting Canal Road Culvert Bridge - \$258,858.00
- b. Kerry Lane Culvert Bridge - \$92,038.40
- c. Folsom and 25th Culvert Bridge - \$149,562.40
- d. Bunny Lane Culvert Bridge - \$74,781.20

Section 4. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF APRIL 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4

**CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS,
AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000)
IFB # 2025-01 BETWEEN THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA AND HUURR HOMES, LLC**

THIS CONTRACT for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Huurr Homes, LLC**, a Florida Limited Liability Company, with its principal address at 2705 Burris Road, Unit 4A, Davie, Florida 33314 (“Contractor”).

WHEREAS, the Town issued Invitation For Bid # 2025-01 for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“IFB”); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on a non-exclusive basis for the Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“Culvert Program”); and

WHEREAS, the Town finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

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

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services.** The Contractor shall provide the services requested by the Town and required under a Town approved work order as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Culvert Program as described in detail in the IFB (incorporated herein as if set forth in full) and as included in any Work Order hereunder.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error. The use of the terms Contract and Contract Documents will be used interchangeably herein.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Loxahatchee Groves, Florida.** In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Work Orders.** This non-exclusive Contract does not guarantee that the Town will utilize the Contractor in any capacity or for any services hereunder. When the Town identifies a need for the Contractor's services, the Town will request a proposal from the Contractor to provide the services requested. The Town will provide the Contractor with a general scope of services, if any, in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit A** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's bid to the IFB (or as may be amended under section 1.6 below). Upon receipt of the Contractor's proposed work order and proposal, the Town shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the Town Manager (if within his/her purchasing authority) or the Town Council. If the work order is approved by the Town, the Contractor shall commence the identified services upon the Town's approval of the work order for the services and issuance of a notice to proceed. The Town reserves the right to reject any and all proposals submitted by the Contractor. A Town- approved work order shall include (by reference) the plans, if any, provided by the Town to the Contractor.

1.5 **Term.** This non-exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the initial term of this Contract shall be for **two (2) years** from the effective date **with three (3) one (1) year renewal options.** The Town, through the Town Manager, may exercise the renewal options provided that the Town has approved funding for said renewal options. Each fiscal year of this Contract and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the Town.

1.6 **Unit Prices.** The unit prices stated in the Contractor's bid shall remain fixed for the initial two (2) year term of this Contract. If requested in writing by the Contractor, the unit prices will be reviewed prior to the third year of this Contract. If due to applicable and established price escalations and/or reductions in materials which impact the Contractor's unit prices, the Town and Contractor may execute a written amendment to this Contract to establish new unit prices one (1) time during the three (3) renewal periods of the Contract, unless additional unit price changes are otherwise agreed to by the Town.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided under a Town-approved work order shall be provided in a timely manner.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this ~~Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not~~ completed within the times specified in the applicable work order. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable work order.

Article 3. PAYMENT PROCEDURES.

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Culvert Program pursuant to Town approved work order. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Project Coordinator
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payments. Payment to the Contractor shall be made pursuant Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as otherwise provided herein. With regard to any contract for construction services, the Town may withhold from each progress payment made to the Contractor an amount not exceeding five percent (5%) of the payment as retainage. If the Town makes any payment of retainage to the Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor must timely remit payment of such retainage to those subcontractors and suppliers.

3.3 Substantial Completion. Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (30) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Culvert Program (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the work order price including any amount held as retainage.

3.5 **Good Faith Disputes.** Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.6 **Final Payment.** Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Culvert Program.

3.7 **Waiver of Claims.** Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to indemnify and hold harmless the Town, its officers, employees, and representatives of, from, and against all liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees (including but not limited to all trials and appeals), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This also includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

5.2 **Insurance.** Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Contractor has obtained insurance

of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. The Contractor shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the Town for all expenses of engineering and inspection incurred by the Town during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the Town will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 7. PUBLIC CONSTRUCTION BOND.

If the Town approves a work order which exceeds \$200,000, the Contractor must provide the Town with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under the work order. The Town reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit B** or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Work Order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for Town approval.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 8. TERMINATION.

1.1 Termination by Town. The Town may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

1.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) ~~Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.~~

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily completed in accordance with the Contract Documents.

Article 9. MISCELLANEOUS.

9.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.2 **Changes.** Additional work, changes to the work order price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

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

9.4 **Counterparts.** This Contract may be executed in two or more counterparts (and may be signed electronically, i.e., digitally, via pdf or email, etc.), each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

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

9.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

9.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

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

9.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

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

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

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

9.12 **Preparation.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.13 **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

9.14 **Delays.** Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

9.15 **Remedies; Enforcement Costs; Waiver of Jury Trial; Limitation of Liability.** 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. Except as otherwise set forth in this Contract, if any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF**

ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS. The Town shall not be liable to the Contractor 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.

9.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.17 **Ownership of Documents.** All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Culvert Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

9.18 **Survivability.** Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

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

and to the Contractor as follows:

Huurr Homes, LLC
Attn: Jaime M. Shlimbaum, Manager
2705 Burris Road
Unit 4A
Davie, FL 33314

Either party may amend this provision by written notice to the other party.

9.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether

the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

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

9.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under each work order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under each work order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of the Town or its drainage systems (and those of any dependent district). In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

9.23 Non-exclusive Contract. This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other contractors to perform services contemplated by this Contract without liability to the Town.

9.24 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. If this Contract is for goods or services in the amount of one million dollars or more, the Contractor certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if it or any of the Contractor's subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, or are placed on the Scrutinized Companies with activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

9.25 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

9.26 **Human Trafficking.** Contractor, by signing this Contract (through an authorized representative) as set forth below, attests under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

9.27 **United States-Produced Iron and Steel Requirement.** Contractor acknowledges and agrees that any iron or steel product permanently incorporated in the project must be produced in the United States.

9.28 **Public Entity Crimes.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract, Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

9.29 **Access and Audits.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.30 **Taxes.** The Town is exempt from the payment of Florida State Sales and Use Tax.

9.31 **Confidential and Proprietary Information.** Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Contract) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

9.32 **Export Administration.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Contract is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: Huurr Homes, LLC



By: Jaime M. Shlimbaum

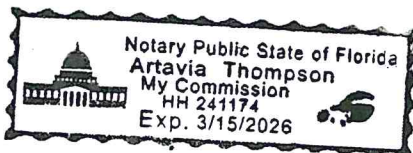
Print Name: Jaime Shlimbaum

Title: Manager

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization on this 26th day of March, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC, a Limited Liability Company, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification: _____, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, as amended from time to time, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and to bind Huurr Homes, LLC to the same.

[Notary Stamp]



Artavia Thompson
Signature of Notary Public

**MASTER AGREEMENT:
CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND
INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) BETWEEN
THE TOWN OF LOXAHATCHEE GROVES AND HUURR HOMES, LLC**

WORK ORDER NO. 1

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) (“Work Order” hereafter) is made on the ____ day of ____, 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and **Huurr Homes, LLC**, a Florida Limited Liability Company (“Contractor” hereafter).

1.0 Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: F Road and Collecting Canal Road Culvert Bridge (the “Project”). The Project is more specifically described in the plans prepared by Tara L. Bamber, P.E. of Engenuity Group Inc, dated January 9, 2025, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit 1.**

3.0 Schedule

The services to be provided under this Work Order shall be substantially completed within 75 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within 90 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$258,858.00 (Two hundred fifty eight thousand eight hundred fifty eight dollars and 00/cents). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: (954) 270-1121; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

8.0 Authorization

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated _____, 2025 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: Huurr Homes, LLC

By: Jaime M Shlimbaum
Name: Jaime Shlimbaum
Title: Manager

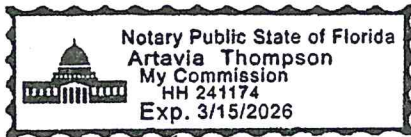
[Corporate Seal]



STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 26th day of March, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida and _____ who is personally known to me or who has produced the following as identification: _____.

[Notary Stamp]



A. Thompson
Signature of Notary Public

**MASTER AGREEMENT:
CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND
INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) BETWEEN
THE TOWN OF LOXAHATCHEE GROVES AND HUURR HOMES, LLC**

WORK ORDER NO. 2

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) (“Work Order” hereafter) is made on the ____ day of ____, 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and **Huurr Homes, LLC**, a Florida Limited Liability Company (“Contractor” hereafter).

9.0 Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: Kerry Lane Culvert Bridge (the “Project”). The Project is more specifically described in the plans prepared by Tara L. Bamber, P.E. of Engenuity Group Inc, dated December 5, 2024, and which are incorporated herein by reference.

10.0 Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit 1.**

11.0 Schedule

The services to be provided under this Work Order shall be substantially completed within 75 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within 90 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

12.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$92,038.40 (Ninety two thousand thirty eight dollars and 40/cents). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

13.0 Project Manager

The Project Manager for the Contractor is _____, phone: (954) 270-1121; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

14.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

15.0 Contractor's Representations

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

15.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

15.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

15.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

15.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

15.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

16.0 Authorization

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated _____, 2025 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: Huurr Homes, LLC

By: Jaime M. Shlimbaum
Name: Jaime Shlimbaum
Title: Manager

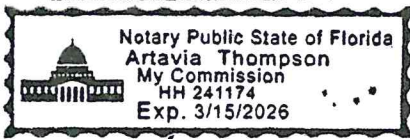
[Corporate Seal]



STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 26th day of March, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida and _____ who is personally known to me or who has produced the following as identification: _____.

[Notary Stamp]



Artavia Thompson
Signature of Notary Public

**MASTER AGREEMENT:
CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND
INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) BETWEEN
THE TOWN OF LOXAHATCHEE GROVES AND HUURR HOMES, LLC**

WORK ORDER NO. 3

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) (“Work Order” hereafter) is made on the ____ day of ____, 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and **Huurr Homes, LLC**, a Florida Limited Liability Company (“Contractor” hereafter).

17.0 Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: Folsom and 25th Culvert Bridge (the “Project”). The Project is more specifically described in the plans prepared by Tara L. Bamber, P.E. of Engenuity Group Inc, dated January 9, 2025, and which are incorporated herein by reference.

18.0 Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit 1.**

19.0 Schedule

The services to be provided under this Work Order shall be substantially completed within 75 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within 90 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

20.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$149,562.40 (One hundred forty nine thousand five hundred sixty two and 40/cents). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

21.0 Project Manager

The Project Manager for the Contractor is _____, phone: (954) 270-1121; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

22.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

23.0 Contractor's Representations

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

23.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

23.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

23.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

23.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

23.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

24.0 Authorization

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated _____, 2025 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: Huurr Homes, LLC

By: Jaime M. Shlimbaum
Name: Jaime Shlimbaum
Title: Manager

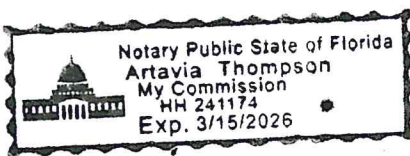
[Corporate Seal]



STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this 26th day of March, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida and ___ who is personally known to me or who has produced the following as identification: _____.

[Notary Stamp]



Artavia Thompson
Signature of Notary Public

**MASTER AGREEMENT:
CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND
INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) BETWEEN
THE TOWN OF LOXAHATCHEE GROVES AND HUURR HOMES, LLC**

WORK ORDER NO. 4

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000) (“Work Order” hereafter) is made on the ____ day of ____, 2025, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and **Huurr Homes, LLC**, a Florida Limited Liability Company (“Contractor” hereafter).

25.0 Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: Bunny Lane Culvert Bridge (the “Project”). The Project is more specifically described in the plans prepared by Tara L. Bamber, P.E. of Engenuity Group Inc, dated December 5, 2024, and which are incorporated herein by reference.

26.0 Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit 1.**

27.0 Schedule

The services to be provided under this Work Order shall be substantially completed within 75 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within 90 calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

28.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$74,781.20 (seventy four thousand seven hundred eighty one and 20/cents). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

29.0 Project Manager

The Project Manager for the Contractor is _____, phone: (954) 270-1121; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

30.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

31.0 Contractor's Representations

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

31.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

31.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

31.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

31.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

31.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

32.0 Authorization

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated _____, 2025 (“Contract” hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: Huurr Homes, LLC

By: Jaime M. Shlimbaum
Name: Jaime Shlimbaum
Title: Manager

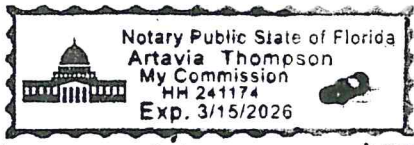
[Corporate Seal]



STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization on this 26th day of March, 2025, by Jaime Shlimbaum, as Manager of Huurr Homes, LLC a Florida Limited Liability Company, authorized to do business in the State of Florida and ___ who is personally known to me or who has produced the following as identification:

[Notary Stamp]



A. Thompson
Signature of Notary Public

(B1)

BID PACKAGE COVER SHEET

IFB #2025-01 Project Title: Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000)

Bidder Company Name: ... Huurr Homes, LLC

Enclose the following documents:

- ☒ 1. Bid Package Cover Sheet (B1)
- ☒ 2. Bidder's Minimum Qualifications (B2)
- ☒ 3. Bid (B3)
- ☒ 4. Schedule of Values (B4)
- ☒ 5. Lump Sum Prices for Specific Projects.
- ☒ 6. Schedule of Sub-contractors (B5) - If none, mark "none".
- ☒ 7. Contractor Verification (B6) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- ☒ 8. Reference List (B7)
- ☒ 9. Affidavit of Prime Bidder re Non-collusion (B8)
- ☒ 10. Drug Free Certification (B9)
- ☒ 11. Trench Safety Compliance Form (B10)
- ☒ 12. Contractor's Material Suppliers (B11)
- ☒ 13. Contractor's Existing and Projected Workload (B12)
- ☒ 14. Scrutinized Companies Certification Form (B13)
- ☒ 15. Conflict of Interest Statement (B14)
- ☒ 16. State of Florida E-Verify Form (B15)
- ☒ 17. Bidder's (and subcontractors', if applicable) FDOT Qualification Letters for Work

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

Attachment

Schedule of Values (Revised 3/5/2025)

Item	Description of Bid Item	Unit	Standard Price	Emergency Price
General Conditions				
GC-1	Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS	--	\$11,800.00
GC-2	NON-Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS	\$6,500.00	--
GC-3	M.O.T for Work Blocking Lane	EA	\$4,600.00	\$5,900.00
GC-4	M.O.T. for Work Requiring Road Closure	EA	\$5,100.00	\$6,300.00
GC-5	Density Tests (actual cost reimbursement by Town)	--	--	--
GC-6	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by Town)	--	--	--
GC-7	Installation, Maintenance, and Removal of Temporary Road Entrance	EA	\$1,600.00	\$2,400.00
Furnish and install 18" (16 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-01	0' - 6' foot Deep	LF	\$82.00	\$114.50
STM-02	6' - 8' foot Deep	LF	\$95.00	\$135.00
Furnish and install 24" (16 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-03	0' - 6' foot Deep	LF	\$94.00	\$133.00
STM-04	6' - 8' foot Deep	LF	\$115.00	\$168.00
Furnish and install 36" (14 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-05	0' - 6' foot Deep	LF	\$162.00	\$231.00
STM-06	6' - 8' foot Deep	LF	\$184.00	\$263.00
STM-07	8' - 10' foot Deep	LF	\$205.00	\$290.00
Furnish and install 48" (12 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-08	0' - 6' foot Deep	LF	\$270.00	\$378.00
STM-09	6' - 8' foot Deep	LF	\$295.00	\$415.00
STM-10	8' - 10' foot Deep	LF	\$312.00	\$440.00
STM-11	10' - 12' foot Deep	LF	\$398.00	\$558.00
Furnish and install 60" (10 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-11	0' - 6' foot Deep	LF	\$355.00	\$497.00
STM-12	6' - 8' foot Deep	LF	\$368.00	\$517.00
STM-13	8' - 10' foot Deep	LF	\$391.00	\$551.00
STM-14	10' - 15' foot Deep	LF	\$425.00	\$597.00
Furnish and install 72" (10 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-15	0' - 6' foot Deep	LF	\$580.00	\$813.00
STM-16	6' - 8' foot Deep	LF	\$640.00	\$896.00
STM-17	8' - 10' foot Deep	LF	\$697.00	\$977.00
STM-18	10' - 15' foot Deep	LF	\$760.00	\$1,065.00
Furnish and install 96" (8 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-19	0' - 6' foot Deep	LF	\$740.00	\$1,036.00
STM-20	6' - 8' foot Deep	LF	\$814.00	\$1,140.00
STM-21	8' - 10' foot Deep	LF	\$885.00	\$1,242.00
STM-22	10' - 15' foot Deep	LF	\$978.00	\$1,372.00
Furnish and install 18" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-23	0' - 6' foot Deep	LF	\$73.00	\$104.00
STM-24	6' - 8' foot Deep	LF	\$87.00	\$125.00
Furnish and install 24" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-25	0' - 6' foot Deep	LF	\$81.00	\$118.00
STM-26	6' - 8' foot Deep	LF	\$98.00	\$141.00
Furnish and install 36" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-27	0' - 6' foot Deep	LF	\$137.00	\$195.00
STM-28	6' - 8' foot Deep	LF	\$167.00	\$235.00

Attachment

Schedule of Values (Revised 3/5/2025)

Item	Description of Bid Item	Unit	Standard Price	Emergency Price
STM-29	8' - 10' foot Deep	LF	\$186.00	\$261.00
Furnish and install 48" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-30	0' - 6' foot Deep	LF	\$215.00	\$306.00
STM-31	6' - 8' foot Deep	LF	\$255.00	\$360.00
STM-32	8' - 10' foot Deep	LF	\$291.00	\$407.00
STM-33	10' - 12' foot Deep	LF	\$345.00	\$483.00
Furnish and install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/Frame and grate in Utility Right of Way at a depth of:				
STM-34	0' - 4' foot Deep	EA	\$2,900.00	\$4,060.00
STM-35	4' - 6' foot Deep	EA	\$3,300.00	\$4,620.00
STM-36	6' - 8' foot Deep	EA	\$3,800.00	\$5,320.00
STM-37	Optional Pollution Control Device	EA	\$5,400.00	\$7,560.00
Restoration				
R-1	Removal and disposal of 6" thick concrete	SF	\$7.25	\$10.20
R-2	Furnish & Install 4" Concrete without wire	SF	\$6.50	\$9.20
R-3	Furnish & Install 6" Concrete without wire	SF	\$7.80	\$11.00
R-4	Furnish & Install Florida Department of Transportation "D" Curb - by hand	LF	\$32.00	\$45.00
R-5	Furnish & Install Florida Department of Transportation "D" Curb - by machine	LF	\$27.00	\$38.00
R-6	Furnish & Install Florida Department of Transportation "F" Curb - by hand	LF	\$47.00	\$66.00
R-7	Furnish & Install Florida Department of Transportation "F" Curb - by machine	LF	\$41.00	\$59.00
R-8	Furnish & Install Florida Department of Transportation Valley Gutter - by hand	LF	\$54.00	\$76.00
R-9	Furnish & Install Florida Department of Transportation Valley Gutter - by machine	LF	\$48.00	\$67.20
R-10	Furnish & Install Bahia Sod - up to 1,000 SF	SF	\$7.50	\$10.60
R-11	Furnish & Install Bahia Sod - over to 1,000 SF	SF	\$8.10	\$11.40
R-12	Furnish & Install Floratam Sod - up to 1,000 SF	SF	\$9.25	\$13.00
R-13	Furnish & Install Floratam Sod - over to 1,000 SF	SF	\$9.90	\$13.90
R-14	Furnish & Install Florida Department of Transportation Seed & Mulch Mix	SF	\$6.50	\$9.10
R-15	Furnish Operator, Water Truck, and Irrigate Sod or Seed Mix	HR	\$92.00	\$128.00
R-16	Removal and disposal of Existing Asphalt Pavement	SY	\$9.50	\$13.40
R-17	Mill Existing Pavement (3/4" - 1" average)	SY	\$6.00	\$8.50
R-18	Furnish and Install Asphalt Overlay, Type SP-12.5 (3/4" - 1" average)	SY	\$15.00	\$21.00
R-19	Furnish and Install 2-1/2" Type SP-12.5 Asphalt	SY	\$21.00	\$31.00
R-20	Florida Department of Transportation Section 121 Flowable Fill (Excavatable)	CY	\$26.00	\$36.4
R-21	Base shell rock Florida Department of Transportation Code 11	SY	\$12.50	\$17.50
R-22	6" Lime rock/Crushed Concrete Base, primed	SY	\$16.50	\$23.10
R-23	8" Lime rock/Crushed Concrete Base, primed	SY	\$19.25	\$27.00
R-24	Rip Rap Sacks (FDOT Section 530 Compliant)	CY	\$240.00	\$320.00
R-25	12" Compacted Subgrade, 98% T-180	SY	\$5.45	\$7.65
Well Point System and De-Watering				
WP-1	Well Point system up to 150 points complete with pump and jetting equipment and monitoring	DAY	\$3,500.00	\$4,900.00
Imported Backfill & Removal of In-Situ Material				
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	\$25.00	\$35.00
BF-2	Imported Backfill & compaction	CY	\$38.00	\$55.00

LUMP SUM PRICES FOR SPECIFIC PROJECTS

The scope of work and design plans for four specific projects are attached as Exhibit A. These projects will be awarded on a lump sum basis. Pricing should be based on the schedule of values. These projects may be awarded to one contractor as a whole or individually to separate contractors based on the best interests of the Town, including consideration of the scheduling and availability of contractor(s) to complete the work in a timely manner. These four projects are anticipated to be completed within 150 days of the award of the bid in total and within 30 days of the issuance of a work order for any individual project.

Project	Lump Sum Amount
F Road and Collecting Canal Road Culvert Bridge*	\$ 258,858.00
Kerry Lane Culvert Bridge	\$ 92,038.40
Folsom and 25 th Culvert Bridge	\$ 149,562.40
Bunny Lane Culvert Bridge	\$ 74,781.20
Total of above projects	\$ 575,240.00

*This project is estimated to cost at least \$300,000. The remainder of the projects are estimated to cost less than \$300,000.

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(B2)

IFB #2025-01

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: Huurr Homes, LLC

PROJECT **(FIRST PROJECT)**

Name of Project: S2 Area Drainage Improvements

Project Location: City of South Bay

Description of Project: Improvements to the storm water drainage system within the S2 Area of South Bay, which does not have any existing drainage inlet and pipe collection system to collect excess runoff

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

The project involved comprehensive drainage improvements, including the installation of French drains, inlets, manholes, and over 2,000 linear feet of culvert piping. The contractor, Huurr Homes, employed approximately 10 workers throughout the project. The estimated time frame for the project's completion was 11 months, ensuring that all installations were performed with precision and according to schedule

Description of any Change Orders: _____

Bidder's Name: Huurr Homes, LLC

Contract Amount: \$1.2 M

Project Start Date: May 2024

Project End Date: April, 2025

Owner/Contact Name & Title: Mohan V. Thampi, Civil & Environmental Engineer

Phone Number: (305) 448-1711

Fax Number: N/A

Email Address: mthampi@capengfla.com

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: SW 63rd St And SW 185th Way Drainage Improvements

Project Location: Town of South West Ranches

Description of Project: Construction of a stormwater drainage system across SW 63rd St and 185th Way

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

The project consisting of excavation, construction of storm drainage pipe, stormwater structure retrofitting, stormwater structure coring, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding, and site restoration. Around 8 employees are used for the completion of this project in 4 months approx.

Description of any Change Orders: _____

Bidder's Name: Huurr Homes, LLC

Contract Amount: \$747K

Project Start Date: November, 2024

Project End Date: March, 2025

Owner/Contact Name: Title: Rod Ley, Public Works Director

Phone Number: (954) 343-7444

Fax Number: N/A

Email Address: RLey@southwesttranches.org

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

IFB #2025-01

(Bidder Name)

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed and/or a Town approved work order, as directed by the Town.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or the resulting contract.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with town, county, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
11. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
12. This bid is for a non-exclusive contract and the Town intends on awarding one or more contracts hereunder.
13. The following officer, director or agent of the Bidder is also an employee of the Town.

NONE

14. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
NONE	

15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S). 2 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: Huurr Homes, LLC

HQ Address: 2705 Burris Road, Unit 4A, Davie ST FL Zip 33314

Phone: (954) 270-1121 Email: jaime@huurrhomes.com

FEIN: 85-1112366 State of Incorporated: FL

Print Name: Jaime M. Shlimbaum Title: CEO

SIGNATURE:  Date: 3/12/25

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2025-01
ADDENDUM NO. 1

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

Addendum No.: 1
IFB Number: **2025-01**
Date of Addendum: February 24, 2025
Due Date, Time: **March 6, 2025, at 2 PM**
Title: **INVITATION FOR BID FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL
PROJECTS (INCLUDING THOSE OVER \$300,000)**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB **2025-01**, are indicated either by strike through for deletions and underlining for insertions. The addendum also provides responses to questions and request for information submitted to the Town by email or brought forward at the Pre-Bid meeting.

Revision 1 CHANGE

Page 4, Fourth line under **TENTATIVE BID SCHEDULE**

Proposals Due **Thursday, ~~February~~ March 6, 2025 at 2 PM**

Revision 2 CHANGE

On Number 11 of the General Notes for the engineering plans for each of the 4 culvert replacement projects

11. CONTRACTOR TO ~~DIG~~ REDIG THE CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT FOR A LENGTH OF 50 FEET FROM EITHER SIDE OF THE END WALL OF THE CULVERT

Revision 3 PLAN CORRECTIONS

Plan Corrections Engineering Plan for Collecting Canal Rd., 6th Ct N, and F Road Culvert:

Page 41 of 68 – The proposed elevations of the 96" CMP culvert pipe crossing Collecting Canal Road shall be at an elevation of 8.5' NAVD, not 10' NAVD.

Page 41 of 68 – The layout shown for the guard rail shall match the existing configuration. The end unit should be a rounded end unit.

Revision 4 Clarification of Emergency Price

With respect to the Schedule of Values on pages 19 -21, the Emergency Price should be based on the following assumption, the pricing will be based on a response to make temporary repairs and stabilize the condition within 36 hours and thereafter complete the project on an expedited basis.

Response to Questions from the pre-bid meeting:

1. Question: Date proposal on document states bid due on February 6, 2025.

a. Answer: There is a typo and the bid are due March 6, 2025.

2. Question: Number 11 on general notes: CONTRACTOR TO DIG CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT PIPE 12, but on scope of project it states: Canal bank to be regraded with sand cement rip-rap and rubble rock rip-rap 20' from the end wall and reshaped per detail extending 50' from culvert. Which is correct?

a. Answer: For Note Number 11 – The contractor is to redig the canal for a length of 50 foot from either side of the end wall of the culvert.

3. Question: For Collective Canal, what is the thickness of the limerock?

a. Answer: The limerock layer shall be 12" compacted.

4. Question: Will the intersection on Collective Canal be closed?

a. Answer: The design parameters for this project is for Collecting Canal to be closed for the duration of the project. The other three culvert locations will be bypassed.

5. Question: Is a MOT required?

a. Answer: MOT is required in accordance with the FDOT requirements.

6. Questions: Is there an annual budget for the projects or are they budgeted individually?

a. Answer: The four culverts are budgeted for. Additionally, there is a budget line to install or modify at least 25 additional 18" culverts prior to September 30, 2025.

7. Question: Is a Bid Bond required for each item?

a. Answer: No, a single bid bond is required based on the price your company bid for the total amount of the specifically identified culvert projects that were bid on. If the bidder decided to bid on only one of the culvert projects the bid bond would be based on the amount bid for that culvert. If the bidder bid on all four of the culvert projects the bid bond would be based on the total proposed cost of all four culvert projects.

8. Question: Is original needed for Bid Bond?

a. Answer: Since electronic submittals will be accepted a copy of the bid bond will be necessary with the bid and the original bid bond must be received at Town Hall located at 155 F Road, Loxahatchee Groves, Florida 33470, by Monday March 10, 2025 at 2 PM.

9. Question: Where are pipes to be relocated?

a. Answer: The small existing culverts to be installed will shift over slightly to allow clearance from the large culvert being installed.

10. Question: Will there be a staging area?

a. Answer: As the intersection of Collecting Canal will be closed, that area can be used. As for the other sites, areas will be designated to accommodate staging.

Response to Questions received by February 14, 2025

1. Question: Could you please provide details of the horse trail requested on F Road?

a. Answer: The horse trail section of F Rd shall consist of 12" Type B Stabilization (LBR40) with 2" of top soil cover and bahia sod on top. The grade slope should be no greater than 10:1.

2. Question: The scope of work on Canal Road specifies the installation of two (2) 60 LF 75" CMP culverts, but the plans indicate 72" CMP culverts. Please confirm the correct dimension.

a. Answer: The correct size is 72" CMP.

3. Question: The plans and details call for the use of CMP but do not specify the type. The specifications in the notes mention various pipe materials, including corrugated aluminum pipe and corrugated steel pipe. Please confirm the correct pipe material.

a. Answer: The correct pipe type is corrugated aluminum pipe.

4. Question: The plans for Folsom Road specify ABS pipe. Please confirm if ABS is the correct pipe material.

a. Answer: There is a typo and it should be ADS N-12 Dual Wall pipe as the correct pipe material.

5. Question: If ABS pipe is required, is there an alternate pipe material that can be used instead?

a. Answer: Alternates will be considered providing they meet the specification of the ADS Dual Wall N-12 pipe corrected in the previous question in this addendum.

TOWN OF LOXAHATCHEE GROVES

INVITATION TO BID (IFB) # 2025-01

ADDENDUM NO. 2

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

Addendum No.: 2

IFB Number: **2025-01**

Date of Addendum: March 12, 2025

Due Date, Time: **March 12, 2025, at 2 PM**

Title: **INVITATION FOR BID FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL
PROJECTS (INCLUDING THOSE OVER \$300,000)**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB **2025-01**, are indicated either by strike through for deletions and underlining for insertions. The addendum also provides responses to questions and request for information submitted to the Town by email or brought forward at the Pre-Bid meeting.

Revision 1 CHANGE

Page 4, Fourth line under **TENTATIVE BID SCHEDULE**

Proposals Due ~~Thursday, February~~ March 6, 2025 at 2 PM
 Wednesday, March 12, 2025 at 2 PM

Revision 2 SCHEDULE OF VALUES CORRECTION

Schedule of Values Corrections – A new Schedule of Values is issued with this addendum adding Item R-24 – Rip Rap Sacks (FDOT Section 530 Compliant) per cubic yard.

(B5)

IFB #2025-01

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	Precise Stripes LLC (company name) 2071 SW 70th Ave, Suite G-4 (address) 33317 (zip code)	Striping (type of work) (954)-380-7303 (tel. #) 90-0483659 (federal I.D. #)	\$ 1,300.00
2.	Florida Roadway Guardrail and Signs, Inc (company name) 1137 Silver Beach Rd Lake Park (address) 33403 (zip code)	Guardrail (type of work) (561)-848-1411 (tel. #) 87-1533872 (federal I.D. #)	\$ 9,800.00
3.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$

Total dollar amount to be awarded to sub-contractors (this page) \$ 11,100.00

** The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: 

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that sub-contractor performing any work.

(B6)

IFB #2025-01

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: Huurr Homes, LLC

Address: 2705 Burris Road, Unit 4A
Davie, FL 33314

Telephone: (954) 270-1121

Fax: () _____

Email: jaime@huurrhomes.com

CONTRACTOR OF RECORD:

Name: Jason M. Shlimbaum

Address: 2705 Burris Road, Unit 4A
Davie, FL 33314

Telephone: (954) 270-1121

Email: jaime@huurrhomes.com

State License # CGC1522158 (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: Certified General Contractor

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

X Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

X Yes _____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)

IFB #2025-01

LIST OF REFERENCES

1. Owner's Name & Address: City of South Bay,
335 SW 2nd Avenue South Bay, FL 33493
Project: S2 Area Drainage Improvements
Contact Person: Mohan V. Thampi
Telephone: (305) 448-1711 Fax: () N/A E-Mail: mthampi@capengfla.com
2. Owner's Name & Address: Town of Southwest Ranches
13400 Griffin Road, Southwest Ranches, FL 33330
Project: SW 63rd St and SW 185th Way Drainage Improvement
Contact Person: Rod Ley
Telephone: (954) 343-7444 Fax: () N/A E-Mail: RLey@southwestranches.org
3. Owner's Name & Address: South Florida Boat Center
19606 SW 69th Place, Pembroke Pines Fl, 33332
Project: South Florida Boat Center
Contact Person: Chris Bruke
Telephone: (954) 993-3268 Fax: () N/A E-Mail: chris.burke@mmsoa.com

(B8)

IFB #2025-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of Florida }
County of Broward }

Jaime M. Shlimbaum, being first duly sworn, disposes and says that:
(Name)

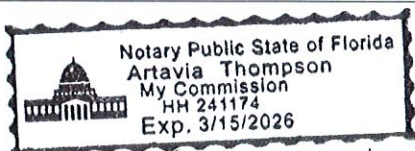
1. I am the CEO/Owner of Huurr Homes, LLC, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
NONE (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: NONE (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Jaime M. Shlimbaum

(Print Name) Jaime M. Shlimbaum

(Title) CEO/Owner

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 11th day of February, 2025, by Jaime M. Shlimbaum who is CEO
(title) of Huurr Homes LLC and who is personally known to me or who has produced
as identification.



A. Thompson
Notary Public

(B9)

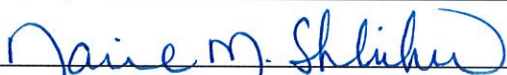
IFB #2025-01

DRUG FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Huurr Homes, LLC,
I certify that Huurr Homes, LLC complies fully with the above requirements.



Authorized Representative's Signature

02/11/2025

Date

Jaime M. Shlimbaum

Name:

CEO/Owner

Position:

(B10)

IFB #2025-01
FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐ **If Not Applicable – Check this Box and sign below.**

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
 - ☒ Included in the specifications for this bid or
 - ☐ Are identified as: _____
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

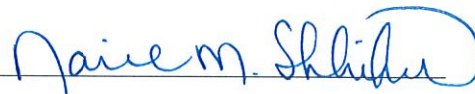
Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	Drainage Installation	\$5.00	557.00	\$2,785.00
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: Huurr Homes, LLC

Authorized Signature: _____



Date: 02/11/2025

(B11)

IFB #2025-01

CONTRACTOR’S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
Core and Main	Pipes and Fittings	\$40,415.00	\$2,424.90
Contech, Engineered Solucitions	Pipes and Fittings	\$161,614.10	\$9,696.85
Tupler Trucking	Aggregates	\$57,080.00	\$3,424.80

(B12)

IFB #2025-01

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.
Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
Lloyd Estates Elementary - SRTS Sidewalk Improvements	City of Oakland Park	Herb Tiltman	\$1.6M	99%	March, 2025
S2 Area Drainage Improvements	City of South Bay	Mohan V. Thampi	\$1.2M	95%	March, 2025
SW 148th Drainage Improvements	City of Davie	Shane Munson	\$146K	70%	April, 2025

IFB #2025-01

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jaime M. Shlimbaum, on behalf of Huurr Homes, LLC
 (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

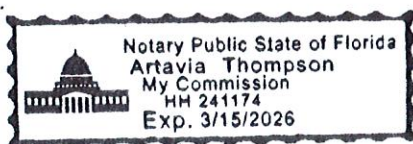
1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes, as amended from time to time.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: Jaime M. Shlimbaum Date: 02/11/2025

STATE OF FLORIDA
 COUNTY OF Florida

The foregoing instrument was sworn to (or affirmed) and subscribed before this 11th day of February, 2025, by Jaime M. Shlimbaum, who is the CEO of Huurr Homes, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC
 Printed Name of Notary ARTAVIA THOMPSON
 My Commission expires: 03/15/2026

IFB #2025-01

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Firm shall disclose to the Town any possible conflicts of interests. The Firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: Jaime M. Shlimbaum Date: 02/11/2025

Print Name: Jaime M. Shlimbaum

Title: CEO

Company Name: Huurr Homes, LLC



IFB #2025-01

STATE OF FLORIDA E-VERIFY FORM

Contract No: 2025-01

Financial Project No(s): Pending

Project Description: Continuing Services for Culverts Construction, Replacement, Maintenance, Repairs and Individual Projects

Contractor acknowledges and agrees to the following:

Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract (including all renewals); and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Authorized Signature: Jaime M. Shlimbaum

Company/Firm: Huurr Homes, LLC

Print Name: Jaime M. Shlimbaum

Title: CEO/Owner

Date: 02/11/2025

IFB #2025-01

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Huurr Homes, LLC
2705 Burris Road, Unit 4A
Davie, FL 33314

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

ITB 2025-01 Continuing Services for Culverts-Construction, Replacement, Maintenance, Repairs, and Individual Projects (including those over \$300,000)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2025


(Witness)


(Witness) Kailee Rosenhaus

Huurr Homes, LLC

(Principal)

(Seal)

By:

(Title)

United States Fire Insurance Company

(Surety)

(Seal)

By:

(Title) Brett Rosenhaus

Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02725

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Dave Hoover, Brett Rosenhaus, Kevin Wojtowicz, Laura Mosholder

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.




Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of March 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





HUURHOM-01

Item 9.

ALFONSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Vanessa Alfonso	
	PHONE (A/C, No, Ext): (561) 899-0076	FAX (A/C, No): (561) 776-0670
INSURED Huurr Homes LLC 2705 Burris Road Unit #4 Davie, FL 33314	E-MAIL ADDRESS: Vanessa.Alfonso@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: Transportation Insurance Company	20494
	INSURER C: Valley Forge Insurance Company	20508
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	7034145472	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	7034145455	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034145441	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A	X	7034145469	7/24/2024	7/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7034145472	7/24/2024	7/24/2025	Leased/Rented Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with respect to General Liability and Commercial Auto Liability when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. The General Liability and Auto Liability is primary and noncontributory when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. Waiver of Subrogation with respect to General Liability, Commercial Auto and Workers Compensation where required by written contract per forms CNA74705XX 1-15, CNA63359XX 4-12 and WC000313. Cancellation Provision: 30 Day Notice of Cancellation except 10 Days for Non-Payment of Premium will be delivered in accordance with the policy provisions.

Town of Loxahatchee Groves is a certificate holder.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above. Huurr Homes, LLC	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 2705 Burr's Road, Unit 4A		Requester's name and address (optional)
6 City, state, and ZIP code Davie, FL 33314		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-				-		
or									
Employer identification number									
8	5	-	1	1	1	2	3	6	6

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Naima M. Shihab</i>	Date 11/22/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

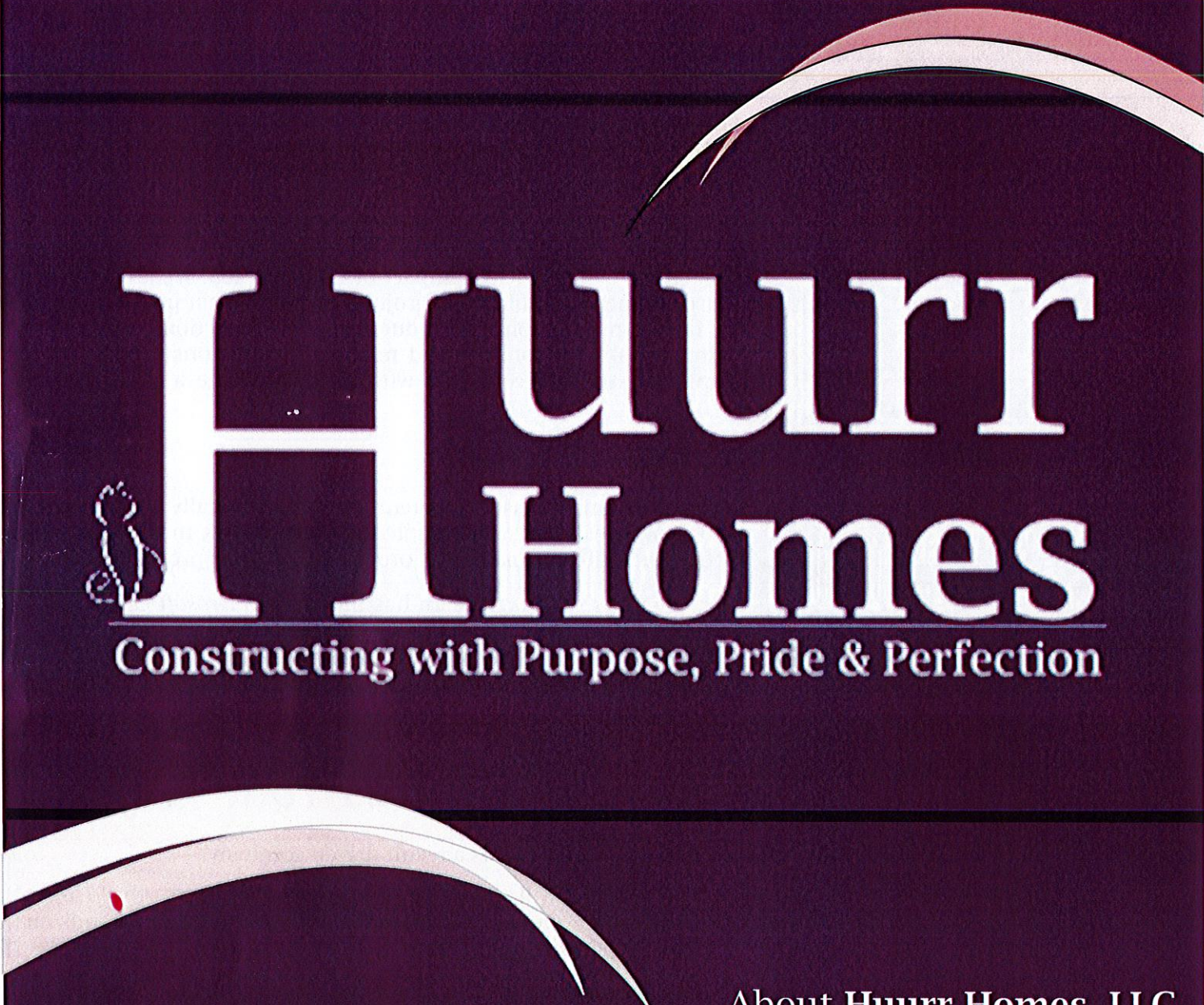
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Huurr Homes

Constructing with Purpose, Pride & Perfection

About Huurr Homes, LLC
Licenses & Certifications
Project Resumé



Huurr Homes

Constructing with Purpose, Pride & Perfection

Huurr Mission

Huurr Homes, LLC is the home to General Contracting, Land Development, Fire Line Underground and the only Female Owned FDOT Certified Batch Plant in District 4. **Huurr Homes, LLC** is certified by Women's Business Enterprise National Council (WBENC) as a Woman-Owned Business. We are a bonded construction company. Our mission is to lead the industry with the most advanced technology, accompanied by all the Green Building Practices, to reduce the Environmental Impact of Construction. We are allowing our customers to build their projects at the highest possible quality, fastest production, and reduction in construction costs, while being socially responsible and minimizing the construction footprint. We strive to construct with purpose, pride and perfection

Huurr Team

We have a staff of very competent and professionally trained individuals who will assist in completing your project in the most effective and efficient manner in order to meet your project goals.

Every member of **Huurr** Team has the latest *Microsoft Office Suite* programing on their *Microsoft Surface Pro* tablet and cellphones. Your project will be managed with the most advanced software, including daily video conference calls and photos uploaded in the palm of a hand.

Why Award Huurr Your Project?

- * **Huurr Homes, LLC** is a result driven company.
- * Your Team will have direct connections with the **Huurr Homes, LLC** Owner & Team to discuss and formulate hands-on Value Engineering decisions.
- * Enjoy the power of a large general contracting and land development company with the family values of a Mom & Pop company culture.
- * Relationship — we will strive to meet your of all your land development and general contracting needs constructed by **Huurr** Team.
- * We pride ourselves in the use of recycled/repurposed construction materials and strive to reduce to construction footprint of our local environment.



Huurr Homes, LLC *holds the following:*

Licenses:

- ◆ State of Florida General Contractor
- ◆ Broward Engineering Minor Roads
- ◆ Broward County Primary Pipelines
- ◆ Florida FDOT Temporary Traffic Control (TCC)
- ◆ Florida Storm Water Erosion Sedimentation Inspector
- ◆ Fire Protection Systems Contractor Level V

Certifications:

- ◆ Certified Woman-Owned Business (WOSB)
- ◆ Women's Business Enterprise (WBE)
- ◆ FDOT Certified Batch Plant 86-500
- ◆ County Business Enterprise (CBE)
- ◆ South Florida Water Management District (SBE)
- ◆ OSHA 30
- ◆ Broward County Public Schools (BCPS) Economic Development & Diversify Compliance Dept.
- ◆ CPVC Certified



Please see attached for copies of Licenses, Certifications & Insurances.

PROJECTS

Qualified & Lead by Our Team

Active Projects:

1. Lloyd Estates Sidewalk Improvements, City of Oakland Park
2. S2 Area Drainage Improvements, City of South Bay
3. Drainage Improvements at SW 63rd, Town of Southwest Ranches
4. Roadway Grading Services, SFWMD
5. Lone Pine Park Trail Improvements, City of Riviera Beach
6. 2A & 3A Sidewalk Installation, Village of Palm Springs
7. Bill Lips Sports Complex Drainage Improvements, City of Cooper City
8. Orange Drive Guardrail, Town of Davie
9. Lakeview Drive Sidewalk Improvements, City of Weston
10. Annual Maintenance Contract, Town of Southwest Ranches
11. Gulfstream Track & Casino, Hallandale Beach
12. Florida 595 Truck Stop, Davie
13. Sherwood Aviation, Opa-locka
14. Hobe Sound Learning Center, Hobe Sound
15. Auto Vault, Fort Lauderdale
16. Palm Meadows, Boynton Beach

Total Site Development: Over 10 Acres:

1. 595 Truck Stop (Largest Truck Stop in South FL), Davie
2. Kraft Food Distribution Terminal, Weston
3. Lincoln Ford of Cutler Bay, Cutler Bay
4. Sawgrass Mills Mall Colonnade Phase I, Sunrise

Total Site Development: Under 10 Acres:

1. Fair Marriott and Suites, Ft. Lauderdale
2. Fair Marriott Suites, Pembroke Pines
3. College Ave Warehouses, Davie
4. NTS Warehouse, Dania
5. W-Aviation, Ft. Lauderdale Executive Airport
6. Safeguard Storage, Tamarac
7. Ozinga Concrete Plant, Miami Gardens
8. Red Line Energy, Weston
9. Charter School Young Circle, Hollywood
10. New World Symphony Asphalt Restorations, Miami
11. Sailboat Bend New Parking Lot Construction, Housing Authority of Ft. Lauderdale
12. Rick Case Sales Display Lot, Plantation

13. PDQ Restaurant, Ft. Lauderdale

14. Tires Plus, Boca Raton

Environmental Projects:

1. C 139 Annex Everglades Restoration 3,500 Acres, SFWMD
2. Mangrove Mitigation Restoration, Haulover Park
3. STA 5 Levee Restoration, SFWMD
4. Test Cell Water Refurbishment, SFWMD
5. STA 1 W Levee Recapping, SFWMD

Government Projects:

1. FXE Airport, 1 Mile Loop Runway, City of Ft. Lauderdale
2. 5 Mile Water Main Restoration, City of Pembroke Pines
3. Localized Drainage Improvements, City of Boca Raton
4. FXE Airport, 40 Acres Earthwork, City of Ft. Lauderdale
5. Ramp G-Demo Ft. Lauderdale International Airport, City of Ft. Lauderdale
6. Level Restoration STA 3,4,5,6,1E,1W,2, L7, West Palm, Hennyery, Clewiston
7. Juana Road Drainage Improvements, City of Boca Raton
8. Bryant Park Parking Lot Improvements, City of Lake Worth
9. Wolf Park Parking Lot Improvements, City of Lauderhill
10. S.W 41st PL Infrastructure Improvements, City of Davie
11. Public Works Capital Project, City of Davie

Fire Underground Level 5:

1. South Motors BMW, Palmetto Bay
2. Poinciana Crossings, Fort Lauderdale
3. Flamingo Apartments, Miami
4. Parkline Apartments, Miami
5. Riverside Promenade, Pompano Beach
6. Del Oro Buildings, Plantation
7. Jet Aviation, Miami
8. Cortina, Boynton Beach
9. Charles Swab Market on University, Plantation
10. 790 E. Broward Blvd, Ft. Lauderdale
11. Ocaso Warehouse, Hialeah
12. Oakland Park Dialysis, Lauderhill
13. Art Lofts Fire Line, Fort Lauderdale

Huurr Roots

Huurr Homes, LLC is a bonded construction company and certified by the Women's Business Enterprise National Council as a Woman-Owned Business owned by Jaime M. Shlimbaum. Jaime graduated from Nova Southeastern University with a Bachelor's Degree in Business Administration and minored in Human Resource Management. Post-graduation, Jaime returned to her hometown in Long Island, New York and began working for a *Island Acoustics*, a Union Drywall Contractor. Her ambitious attitude and strong work-ethic quickly landed her the position of Safety Administrator/Accounts Receivable Associate. While employed by *Island Acoustics*, Jaime learned how to execute key business operation tasks assigned by various departments, became a Notary Public, as well as OSHA 10 certified.

Striving for more in the fast-paced construction industry, she sent her resume to *Bulgin & Associates, Inc.*, a High-End Residential General Contractor in The Hamptons and was presented with the opportunity to work in Project Management. She knew this position would be a challenge, but accepted the position without hesitation. She worked amongst the best and most creative Project Managers, Architects, Engineers and Owners. She learned more than just construction, including leadership, company culture, and her love for residential construction and design.

After a few years with *Bulgin & Associates, Inc.*, Jaime made the tough decision leave this position and to return to South Florida to help her brother, Jason, run the family site-development business. Working alongside her brother in the site development industry, Jaime realized how much she missed residential construction. Jaime dreamed up this new venture, **Huurr Homes, LLC**. Combining Jaime's love for residential construction and Jason's love for dirt, **Huurr Homes, LLC** was established, the home of General Contracting, Total Site Development, Fire Line Underground, and Concrete!

Jaime's Affiliations:

- ◇ Royal Dames of Cancer Research, Board of Directors 2018 - Current, Assistant Treasurer 2020-2021 Treasurer 2022- 2024
- ◇ Dale Carnegie of Southeastern Florida Organization
- ◇ NSU Alumni Association
- ◇ Emerge Broward Member
- ◇ Dancer at a local studio

Huurr Homes, LLC

2705 Burris Road, Unit 4A
Davie, FL 33314

Phone: (954) 270-1121

Email: jaime@huurrhomes.com

Visit Us At: www.huurrhomes.com



Huurr Homes, LLC proudly introduces Jason M. Shlimbaum, Qualifier & Quality Control Supervisor to the Team. Jason currently holds a State of Florida General Contractor License, as well as Broward County's 3B Minor Roads, A1 Primary Pipe Licenses, and Fire Prevention Level IV Contractor License.

Jason's roots tie back to asphalt construction, starting in the family business, *All Island Parking Lot*, located on Long Island, New York. In search of the next level business opportunity and bright future, Jason applied and was accepted into Nova Southeastern University (NSU). Shortly after enrolling at NSU, Jason did what came natural to him; he became Head of the Business Department for the college newspaper. Jason graduated from NSU with a Bachelors Degree in Business Administration and a Minor in Legal Studies. His passion for Construction and Business Law formed the core values of **JMS Construction Services, Inc.** for 15 years of business. As of today, Jason is thrilled to bring his 15 years of field experience to, **Huurr Homes**.

Jason's Affiliations:

- ◇ Member of the Ambassadors Board at Nova Southeastern University since 2014
- ◇ NSU Alumni Association
- ◇ SMART Rider for AIDs/HIV Research; Participated in the 186 Mile Bike Ride



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHLIMBAUM, JASON M

HUURR HOMES, LLC
2705 BURRIS ROAD, UNIT 4A
DAVIE FL 33314

LICENSE NUMBER: CGC1522158

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Huurr Homes, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

Certification Granted: June 11, 2021
Expiration Date: June 11, 2024
WBENC National Certification Number: WBE2101443

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

WBENCFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 237990, 237110, 237210, 237310, 238910
UNSPSC: 72131700, 72141000, 72141001, 72141002, 72141003, 72141004, 72141100, 72141101, 72141102, 72141103, 72141104, 72141105, 72141106, 72141120, 72141121, 72141124, 72141126, 72141127, 72141500, 72141505, 72141509, 72153900





JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Huurr Homes, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Jaime M. Shlimbaum
NAICS: 237990, 237110, 237210, 237310, 238910 UNSPSC: 72131700, 72141000, 72141001, 72141002, 72141100, 72141101, 72141102, 72141103, 72141104, 72141105, 72141106, 72141120, 72141121, 72141124, 72141126, 72141127, 72141500, 72141505, 72153900
Certification Number: WOSB211031
Renewal Date: June 11, 2023
WOSB Regulation Expiration Date: 6/11/2024



Nancy Allen, Women's Business Enterprise
Council Florida President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

State of Florida

Woman Business Certification

Huurr Homes, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
September 29, 2022 to September 29, 2024



J. Todd Inman
Florida Department of Management Services

CERTIFIED

THIS CERTIFICATE IS AWARDED TO

HUURR HOMES, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

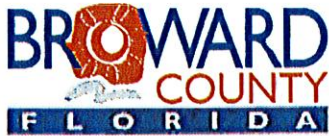
SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2021.12.03 10:42:36 -05'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: December 3rd

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.
A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

December 12, 2023

Ms. Jaime M. Shlimbaum
HUURR HOMES, LLC
 2715 E. Oakland Park Blvd., Suite 100
 Fort Lauderdale, Florida 33306

Dear Ms. Shlimbaum:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237990, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
 MCDONALD

Digitally signed by SANDY-
 MICHAEL MCDONALD
 Date: 2023.12.21 16:27:42
 -0500

Sandy-Michael McDonald, Director
 Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: DECEMBER 3RD

Broward County Board of County Commissioners
 Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
 Broward.org



ATLANTIC SPECIALTY INSURANCE COMPANY

April 28, 2023

Florida Department of Transportation
605 Suwannee Street, MS 57
Tallahassee, FL 32399

Re: Huurr Homes, LLC- Surety Letter

To Whom It May Concern:

We are pleased to share with you our experience as surety for Huurr Homes, LLC. We consider Huurr Homes, LLC one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Atlantic Specialty Insurance Company is currently providing contract bonds for Huurr Homes, LLC and provides a working line of \$4,000,000 single job with a total work program of \$8,000,000. This, however, is not considered their maximum bonding capacity. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bond on behalf of Huurr Homes, LLC if they are awarded a contract within those parameters.

Atlantic Specialty Insurance Company has an A.M. Best Rating of A+, Financial Size XV, and a Federal Register listing of \$83,162,000 on the Department of the Treasury's list of Approved Sureties.

Please note that the decision to issue performance and payment bonds is a matter between Huurr Homes, LLC and Atlantic Specialty Insurance Company and will be subject to the standard underwriting practices and policies in effect at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,

Atlantic Specialty Insurance Company

A handwritten signature in blue ink that reads "Casey M. Strothauer".

Casey Strothauer
Senior Underwriter- Florida

1A-A UNDERGROUND UTILITY & EXCAVATION CONTRACTOR

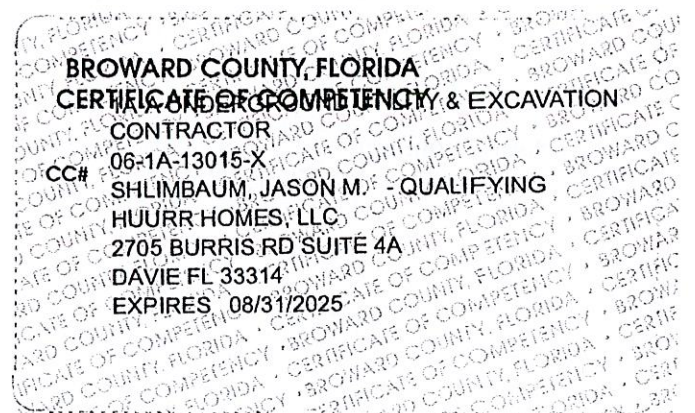
06-1A-13015-X
 SHLIMBAUM, JASON M. - QUALIFYING
 HUURR HOMES, LLC
 2705 BURRIS RD SUITE 4A
 DAVIE FL 33314
 EXPIRES 08/31/2025



CERTIFICATE OF COMPETENCY
 Detach and SIGN the reverse side of this
 card IMMEDIATELY upon receipt! You
 should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
 every two years.

SHLIMBAUM, JASON M.
 2705 BURRIS RD SUITE 4A
 DAVIE FL 33314



3B MINOR ROADS (ASPHALT AND CONCRETE PAVING FOR
SUBDIVISION FACILITIES AND WORK INCIDENTAL THERETO)

04-1772-3BX
SHLIMBAUM, JASON M. - QUALIFYING
HUURR HOMES, LLC
2705 BURRIS RD SUITE 4A
DAVIE FL 33314
EXPIRES 06/30/2025



CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this
card **IMMEDIATELY** upon receipt! **You**
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
every two years.

SHLIMBAUM, JASON M.
13541 NW 5th CT
PLANTATION FL 3325

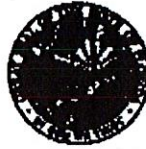
BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

CC#

3B MINOR ROADS (ASPHALT AND CONCRETE
PAVING FOR SUBDIVISION FACILITIES AND
WORK INCIDENTAL THERETO)
04-1772-3BX
SHLIMBAUM, JASON M. - QUALIFYING
HUURR HOMES, LLC
2705 BURRIS RD SUITE 4A
DAVIE FL 33314
EXPIRES 06/30/2025

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR



Bruce Gillingham
BUREAU CHIEF

Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: **Jason M Shlimbaum**
2715 E Oakland Park Blvd Suite 100
Fort Lauderdale FL 33306

BUSINESS ORGANIZATION: Hurr Homes LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024
Type: 09
Class: 14
County: Broward
License/Permit #: FPC20-000123
Expiration Date: 06/30/2026




Chief Financial Officer



HUURHOM-01

Item 9.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Vanessa Alfonso PHONE (A/C, No, Ext): (561) 899-0076 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Vanessa.Alfonso@ioausa.com														
INSURED Huurr Homes LLC 2705 Burriss Road Unit #4A Davie, FL 33314	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B : Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER C : Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Transportation Insurance Company	20494	INSURER C : Valley Forge Insurance Company	20508	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

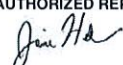
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	7034145472	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	7034145455	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034145441	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		X	7034145469	7/24/2024	7/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Equipment Floater			7034145472	7/24/2024	7/24/2025	Leased/Rented Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with respect to General Liability and Commercial Auto Liability when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. The General Liability and Auto Liability is primary and noncontributory when required by written contract per forms CNA74705XX 1-15 and CNA63359XX 4-12. Waiver of Subrogation with respect to General Liability, Commercial Auto and Workers Compensation where required by written contract per forms CNA74705XX 1-15, CNA63359XX 4-12 and WC000313. Cancellation Provision: 30 Day Notice of Cancellation except 10 Days for Non-Payment of Premium will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF COMPLETION

This certifies that

Jaime Michele Shlimbaum
is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

	CEUs	3.0		Credit Hours	30.00		Completion Date	06/19/2022
---	------	-----	---	--------------	-------	---	-----------------	------------



Curtis Chambers

Curtis Chambers, Trainer C 26-0110333 and G 26-0082322

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fsesci.com, or at the Training Program's website: www.FSESCI.com.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Jaime Shlimbaum

CLASS DATE

08/04/2022

INSPECTOR #

50601

**QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE**

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Jaime Shlimbaum

has successfully met all requirements necessary to be fully qualified
through the Florida Department of Environmental Protection Stormwater
Erosion and Sedimentation Control Inspector Training Program

08/04/2022

Inspector Number 50601

Jared Searcy
Statewide Training
Coordinator

Kevin Coyne
WQRP Program
Administrator



This Certifies that
JASON SHLIMBAUM

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 10/12/2025
Instructor: Juan Morales

Certificate # 77995
FDOT Provider # 37

ATSSA
Phone: 540-368-1701
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
jessica.scheyder@atssa.com



SAFER ROADS. SAVE LIVES



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510
Tallahassee, Florida 32399-2400

September 13, 2016

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

Jason Shlimbaum
4405 Peters Road
Plantation, FL 33317

**DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Jason Shlimbaum

Class Date
May 13, 2016

Inspector Number
36073

**QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE**

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Jason Shlimbaum

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

May 13, 2016

Hal Lunsford
Hal Lunsford

Inspector Number 36073

Kevin Coyne
Kevin Coyne



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 5, 2023

REGISTERED VENDOR NO.: 123006

Ms. Jaime M. Shlimbaum, CEO
Hurr Homes, LLC
2715 E Oakland Park Blvd, Suite 100
Fort Lauderdale, FL 33306

CERTIFICATION EFFECTIVE DATE:
January 5, 2023

CERTIFICATION EXPIRATION DATE:
January 5, 2026

Dear Ms. Shlimbaum:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Site Development; Earthwork; Drainage; Paving; Pavement Markings; Signage; Curbing; Sidewalks; and Erosion Control

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

• Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05, 2023

HUURR HOMES, LLC
2705 BURRIS ROAD
DAVIE, FLORIDA 33314

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Handrails, Lift Station, Rip Rap, Tree Removal, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2024.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg



Economic Development & Diversity Compliance

Denise Mincey-Mills, Officer

7720 W. Oakland Park Blvd., Suite 319

Sunrise, Florida 33351

phone: 754-321-3840

sdopcertification@browardschools.com

www.browardschools.com/eddc

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

April 11, 2024

Jaime Shlimbaum
Huurr Homes LLC
2715 E Oakland Park Blvd
Ft Lauderdale, FL 33306

Dear Mrs Shlimbaum,

Congratulations! Your certification with Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department was approved.

Certificate Number: WS3855514080

Certificate Type: Small/Women Business Enterprise (S/WBE)

Certification Period: April 11, 2024 thru April 10, 2027

Gender/ Ethnicity: Non-Minority

NAICS Codes:	NAICS 237110	Water and Sewer Line and Related Structures Construction
	NAICS 237210	Land Subdivision
	NAICS 237310	Highway, Street, and Bridge Construction
	NAICS 237990	Other Heavy and Civil Engineering Construction

Your firm will be listed in our [Certified Supplier Directory](#), updated weekly. We encourage you to become an active bidder. Stay abreast of the [District's procurement opportunities](#) on DemandStar; Select *The School Board of Broward County, FL – Procurement & Warehousing Services* as a preferred agency, and get notified of bids published.

Visit us [online](#) to access our core services, resources, programs, and services to assist local small businesses. Similarly, do not hesitate to contact our [team](#) for technical assistance.



Finally, should any change occur that may adversely affect the certification status of your company, please notify the [EDDC certification team](#) within thirty (30) days of the change. You will receive a courtesy email reminder 60 days before the expiration date; however, it is the firm's responsibility to ensure continued certification with BCPS. We encourage you to keep the certification current to avoid missed opportunities.

The certification team can be reached via email at sdopcertification@browardschools.com if there are questions.

Sincerely,

Denise Mincey-Mills

Denise Mincey-Mills, Officer
Economic Development & Diversity Compliance Department

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

HUURR HOMES, LLC

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small/Women Business Enterprise (S/WBE)

White Female

ON THIS DAY: **April 11, 2024**

Denise Mincey-Mills

Denise Mincey-Mills
Officer

Economic Development & Diversity Compliance



CERTIFICATION #: **WS3855514080**

SAP ID: **144672**

Expiration Date: **April 10, 2027**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: HUURR HOMES LLC

Receipt #: 180-308633
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: JASON M SHLIMBAUM (QUALIFIER)

Business Opened: 09/29/2020

Business Location: 2705 BURRIS RD UNIT 4A

State/Country/Cert/Reg: CGC1522158

DAVIE

Exemption Code:

Business Phone: 954-270-1121

Rooms	Seats	Employees	Machines	Professionals
		2		

Number of Machines:				For Vending Business Only			Vending Type:		Total Paid
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost				
27.00	0.00	0.00	0.00	0.00	0.00				27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HUURR HOMES LLC
2705 BURRIS RD UNIT 4A
DAVIE, FL 33314-1305

Receipt #10B-23-00004483
Paid 09/26/2024 27.00

2024 - 2025



August 9, 2024

**Re: Reference Check - Huurr Homes, LLC
FDOT LAP #FIN 444240-1-58-01**

Greetings,

The City of Oakland Park is happy to offer a reference check on behalf of Huurr Homes, LLC for construction work associated with the FDOT LAP Project #FIN444240-1-58-012024-029 Lloyd Estates Elementary School - Safe Routes to School (SRTS) Sidewalk Improvements. The notice to proceed was issued on January 29, 2024 with a 240-calendar day contract time to construct approximately 14,750 linear feet of 5-foot sidewalk in various locations throughout the project limits, between Prospect Road to NW 38th Street and from I-95/Powerline Road to North Andrews Avenue. Key elements include clearing and grubbing, tree removals, concrete curb & gutter construction, driveway restoration, milling. Asphalt paving, water valve and meter box adjustments, replacement of catch basin grates, handrail installation and re-striping pavement markings. The improvements will provide pedestrian/bicyclist safety and enhance connections to the Lloyd Estates Elementary School facilities within and around the Lloyd Estates subdivision of Oakland Park, Florida.

At present, construction continues and has progressed to the 58% completion stage and remains on track to be completed by the anticipated September 2024 contract timeline. The City is excited to partner with Huurr Homes on this project and believes their oversight and construction crew has performed a phenomenal job thus far. They have been extremely dependable, responsive and most importantly flexible to keep the project moving in a sensitive community that impacted the school, students, faculty, residents and commuter traffic throughout the subdivision corridors. Given the opportunity, we would definitely welcome another chance to partner with Huurr Homes on future projects similar in scope. Please advise if I can provide further assistance with your review.

Sincerely,

Luis Pacheco, Senior Project Manager
Engineering and Community Development

August 9, 2024

Date



Town of Southwest Ranches
 13400 Griffin Road
 Southwest Ranches, FL 33330-2628
 (954) 434-0008 Town Hall
 (954) 434-1490 Fax
 web: www.southwestranches.org

Steve Breltkrenz, Mayor
David S. Kuczenski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell Muñiz, Town Administrator
Keith M. Poliakoff, Town Attorney
Debra Ruesga, Town Clerk
Emil C. Lopez, Town Financial Administrator

August 8, 2024

To Whom It May Concern:

The Town of Southwest Ranches has contracted with Huurr Homes, LLC for the successful completion of several drainage and resurfacing projects within our Town. The Town also has a continuing services contract with Huurr Homes, LLC for roadway and infrastructure maintenance.

Huurr Homes, LLC has provided quality work on all awarded projects. They are responsive to the Town's needs and communicate effectively.

Please let me know if you have any questions or concerns.

Sincerely,

Emily Aceti

Digitally signed by Emily
 Aceti
 Date: 2024.08.08
 09:00:22 -04'00'

Emily Aceti
 Community Services Manager



City of Riviera Beach, Florida
1621 West Blue Heron Blvd
Riviera Beach, Florida 33404
Web: www.rivierabeach.org
Office: (561-845-3411)
rblankenship@rivierabeach.org

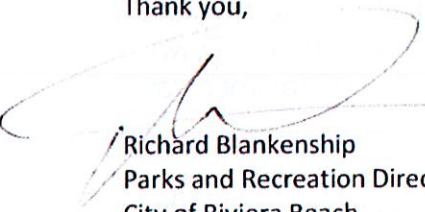
Item 9.

September 7, 2023

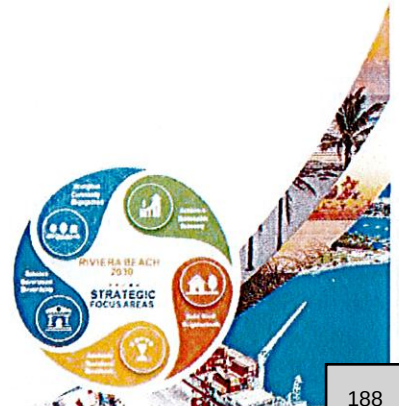
To Whom It May Concern,

Please accept this letter as reference and endorsement for the work of HUURR Homes. Our experience was very positive. The project was on time and on budget. There were no issues related to HUURR Homes performance in any way.

Thank you,


Richard Blankenship
Parks and Recreation Director
City of Riviera Beach

"The Best Waterfront City in Which to Live, Work And Play."



1/ST

November 21, 2022

Attn:

Re: Huurr Homes LLC - Letter of Recommendation

To Whom It May Concern,

Huurr Homes LLC has worked with the *Gulfstream Track and Casino* in Hallandale Beach since May 2021. They have completed 3 large projects for us and a number of smaller miscellaneous ones.

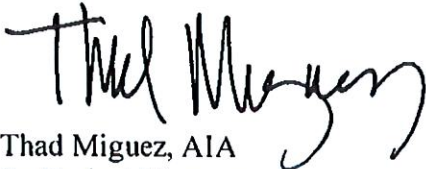
The first project was installation of 2 Miles of drainage pipe and regrading at the turf Horse Racetrack. Next they were hired to complete the underground utilities at our outdoor venue *Carousel Club* including water main, sewer, and storm drainage. *Huurr* was additionally tasked with installing all the sidewalks, curbing and parking lot repairs. The project had to be completed within 45 days and required day and night crews. In May, 2022, *Huurr Homes* began installation of the infield Irrigation System consisting of 1.5 Mile of 8" Irrigation Main around the track interior. This irrigation main feeds a track specific one-of-a-kind sprinkler system, that includes 83 sprinkler heads and is controlled virtually with the latest technology.

Huurr Homes has also been awarded asphalt parking lot repairs, pavement markings, concrete restoration, and water line work at our sister-location, Palm Meadows Training Center in Boynton Beach.

The *Huurr* Team is respectful, cordial, cooperative and timely to deadlines. They effectively communicate by sending real-time photos of accomplishments, questions, concerns and milestones. They have always maintained strict compliance with the rules and regulations that are required when working at an active Thoroughbred Horse Racing Track.

The team at *Gulfstream Track and Casino* recommend *Huurr Homes* for your next Heavy Civil Project. Please feel free to contact me at Thad.Miguez@Stonachgroup.com if you have any additional questions.

Sincerely,



Thad Miguez, AIA
Sr. Project Manager
Gulfstream Park
900 S. Federal Highway
Hallandale Beach, FL 33009



TO:

November 15, 2022

RE: Huurr Homes LLC - Letter of Recommendation

Huurr Homes LLC has a long professional history with the Florida 595 Truckstop. The Quality Control Supervisor, Jason M. Shlimbaum, constructed the Florida 595 Truckstop Lake and Parking Lots in 2014.

The company has an on-going maintenance contract with the Florida 595 Truckstop, which includes, but is not limited to Parking Lot installation and repairs, pavement markings, sign installation, demolition, drainage installation and repairs, retention area maintenance, curbing and sidewalk installation and repairs, etc.

Huurr Team is reliable and always on call. They are cordial and cooperative. No project is too large for Huurr to handle and always within budget. I highly recommend *Huurr Homes, LLC*.

If you have any questions or concerns, you may contact me at j.escobar@595truckstop.com or

(954) 357-0616, x 203.

Sincerely,

Dr. Joseph B. Escobar, VP
595 Truck Stop
Davie Travel Center, LLC
595 Florida Travel Center, Corp.
O: 954.357.0616, x 203, C: 561.929.0616

**CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS,
AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000)
IFB # 2025-01 BETWEEN THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA AND JOHNSON-DAVIS INC.**

THIS CONTRACT for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Johnson-Davis Inc.**, a Florida Corporation, with its principal address at 604 Hillbrath Drive, Lantana, Florida 33462 (“Contractor”).

WHEREAS, the Town issued Invitation For Bid # 2025-01 for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“IFB”); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on a non-exclusive basis for the Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“Culvert Program”); and

WHEREAS, the Town finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

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

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services.** The Contractor shall provide the services requested by the Town and required under a Town approved work order as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Culvert Program as described in detail in the IFB (incorporated herein as if set forth in full) and as included in any Work Order hereunder.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error. The use of the terms Contract and Contract Documents will be used interchangeably herein.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Loxahatchee Groves, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Work Orders.** This non-exclusive Contract does not guarantee that the Town will utilize the Contractor in any capacity or for any services hereunder. When the Town identifies a need for the Contractor's services, the Town will request a proposal from the Contractor to provide the services requested. The Town will provide the Contractor with a general scope of services, if any, in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit A** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's bid to the IFB (or as may be amended under section 1.6 below). Upon receipt of the Contractor's proposed work order and proposal, the Town shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the Town Manager (if within his/her purchasing authority) or the Town Council. If the work order is approved by the Town, the Contractor shall commence the identified services upon the Town's approval of the work order for the services and issuance of a notice to proceed. The Town reserves the right to reject any and all proposals submitted by the Contractor. A Town- approved work order shall include (by reference) the plans, if any, provided by the Town to the Contractor.

1.5 **Term.** This non-exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the initial term of this Contract shall be for **two (2) years** from the effective date **with three (3) one (1) year renewal options**. The Town, through the Town Manager, may exercise the renewal options provided that the Town has approved funding for said renewal options. Each fiscal year of this Contract and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the Town.

1.6 **Unit Prices.** The unit prices stated in the Contractor's bid shall remain fixed for the initial two (2) year term of this Contract. If requested in writing by the Contractor, the unit prices will be reviewed prior to the third year of this Contract. If due to applicable and established price escalations and/or reductions in materials which impact the Contractor's unit prices, the Town and Contractor may execute a written amendment to this Contract to establish new unit prices one (1) time during the three (3) renewal periods of the Contract, unless additional unit price changes are otherwise agreed to by the Town.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided under a Town-approved work order shall be provided in a timely manner.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable work order. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable work order.

Article 3. PAYMENT PROCEDURES.

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Culvert Program pursuant to Town approved work order. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Project Coordinator
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payments. Payment to the Contractor shall be made pursuant Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as otherwise provided herein. With regard to any contract for construction services, the Town may withhold from each progress payment made to the Contractor an amount not exceeding five percent (5%) of the payment as retainage. If the Town makes any payment of retainage to the Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor must timely remit payment of such retainage to those subcontractors and suppliers.

3.3 Substantial Completion. Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (30) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Culvert Program (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the work order price including any amount held as retainage.

3.5 **Good Faith Disputes.** Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.6 **Final Payment.** Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Culvert Program.

3.7 **Waiver of Claims.** Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to indemnify and hold harmless the Town, its officers, employees, and representatives of, from, and against all liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees (including but not limited to all trials and appeals), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This also includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

5.2 **Insurance.** Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Contractor has obtained insurance

of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. The Contractor shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the Town for all expenses of engineering and inspection incurred by the Town during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the Town will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 7. PUBLIC CONSTRUCTION BOND.

If the Town approves a work order which exceeds \$200,000, the Contractor must provide the Town with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under the work order. The Town reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit B** or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Work Order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for Town approval.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 8. TERMINATION.

1.1 Termination by Town. The Town may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

1.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily completed in accordance with the Contract Documents.

Article 9. MISCELLANEOUS.

9.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.2 **Changes.** Additional work, changes to the work order price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

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

9.4 **Counterparts.** This Contract may be executed in two or more counterparts (and may be signed electronically, i.e., digitally, via pdf or email, etc.), each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

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

9.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

9.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

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

9.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

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

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

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

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

9.13 Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

9.14 Delays. Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

9.15 Remedies; Enforcement Costs; Waiver of Jury Trial; Limitation of Liability. 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. Except as otherwise set forth in this Contract, if any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF**

ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS. The Town shall not be liable to the Contractor 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.

9.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.17 **Ownership of Documents.** All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Culvert Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

9.18 **Survivability.** Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

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

and to the Contractor as follows:

Johnson-Davis Inc.
Attn: William Cryer, Vice President
604 Hillbrath Drive
Lantana, FL 33462

Either party may amend this provision by written notice to the other party.

9.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered

into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

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

9.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under each work order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under each work order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of the Town or its drainage systems (and those of any dependent district). In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

9.23 Non-exclusive Contract. This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other contractors to perform services contemplated by this Contract without liability to the Town.

9.24 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. If this Contract is for goods or services in the amount of one million dollars or more, the Contractor certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if it or any of the Contractor's subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, or are placed on the Scrutinized Companies with activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

9.25 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

9.26 **Human Trafficking.** Contractor, by signing this Contract (through an authorized representative) as set forth below, attests under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

9.27 **United States-Produced Iron and Steel Requirement.** Contractor acknowledges and agrees that any iron or steel product permanently incorporated in the project must be produced in the United States.

9.28 **Public Entity Crimes.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract, Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

9.29 **Access and Audits.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.30 **Taxes.** The Town is exempt from the payment of Florida State Sales and Use Tax.

9.31 **Confidential and Proprietary Information.** Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Contract) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

9.32 **Export Administration.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Contract is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: Johnson-Davis Inc.

[Corporate Seal, if required]

By: _____

Print Name: William Cryer

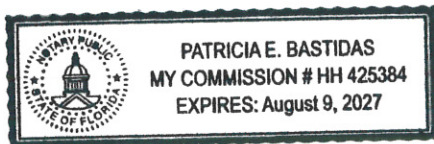
Title: Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 26 day of March, 2025, by William Cryer, as Vice President of Johnson-Davis Inc., a Florida Corporation, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification: _____, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, as amended from time to time, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and to bind Johnson-Davis Inc. to the same.

[Notary Stamp]

Signature of Notary Public



(B1)

BID PACKAGE COVER SHEET

IFB #2025-01 Project Title: Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000)

Bidder Company Name: Johnson- Davis Incorporated

Enclose the following documents:

- ☒ 1. Bid Package Cover Sheet (B1)
- ☒ 2. Bidder's Minimum Qualifications (B2)
- ☒ 3. Bid (B3)
- ☒ 4. Schedule of Values (B4)
- ☒ 5. Lump Sum Prices for Specific Projects.
- ☒ 6. Schedule of Sub-contractors (B5) - If none, mark "none".
- ☒ 7. Contractor Verification (B6) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- ☒ 8. Reference List (B7)
- ☒ 9. Affidavit of Prime Bidder re Non-collusion (B8)
- ☒ 10. Drug Free Certification (B9)
- ☒ 11. Trench Safety Compliance Form (B10)
- ☒ 12. Contractor's Material Suppliers (B11)
- ☒ 13. Contractor's Existing and Projected Workload (B12)
- ☒ 14. Scrutinized Companies Certification Form (B13)
- ☒ 15. Conflict of Interest Statement (B14)
- ☒ 16. State of Florida E-Verify Form (B15)
- ☒ 17. Bidder's (and subcontractors', if applicable) FDOT Qualification Letters for Work

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB #2025-01

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: Johnson- Davis Incorporated

PROJECT **(FIRST PROJECT)**

Name of Project: Culvert at Collecting Canal Road and C Road

Project Location: Loxahatchee Groves

Description of Project: Install 100' of 72" Corrugated Aluminum Pipe, 114 tons of Rip Rap Rubble,
88sy of 10" Lime Rock Pathway, and 486cy of Embankment.

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

We created a bridge/crossing for the existing horse path to continue on to the other side of
the canal. We used a 7 person crew to install Coffe Dams, Well Point System, Pipe, Rubble,
Sod, Base Rock Path, and Wood Pools to stop people on golf carts and cars to pass over it. Later
a Sub came and finished it with a Fence Rail that went the length of the crossing on both sides.
Our initial estimate for us to complete the work once it got started was fifteen mainline crew
days.

Description of any Change Orders: N/A

Bidder's Name: Johnson-Davis Incorporated

Contract Amount: \$188,532.00

Project Start Date: 01/23

Project End Date: 03/23

Owner/Contact Name & Title: Larry Peters, Director of Public Works

Phone Number: 561-277-2151

Fax Number: N/A

Email Address: lpeters@loxahatcheegrovesfl.gov

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: 12th Place North and F Road

Project Location: Loxahatchee Groves

Description of Project: Install new culvert with 60' of 96" CAP, 80' of 24" CAP, 140sy of 8" Lime Rock
Base, 400sy of Sod, 59cy of Rip Rap End Wall, and 82 ton of Rubble Rip Rap. Remove existing
culvert.

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

We were asked to remove and replace existing culvert at 12th and F Road. After further
discussion it was decided to move the culvert to a new location and to keep the existing culvert
as a by-pass until the new culvert was installed at the new location. Our initial estimate for us
to complete the work once it got started was ten days with the mainline crew.

Description of any Change Orders: A change order was created once the decision was made to
move the culvert from where it was originally planned to go to where it ended up actually

being install. Another change order was created to for 18" pipe that crossed the road.

Bidder's Name: Johnson-Davis Incorporated

Contract Amount: Original contract \$136,640.00 plus \$88,620.00 in change orders.

Project Start Date: 12/2024

Project End Date: 12/2024

Owner/Contact Name: Title: Richard Gallant, Public Works Director

Phone Number: 561-807-6671

Fax Number: N/A

Email Address: rgallant@loxahatcheegrovesfl.gov

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

*** SEE ATTACHED FOR REST OF PROJECTS

Minimum Qualifications Continued

Name of Project: D Road and Gruber Street

Project Location: Loxahatchee Groves

Description of Project: Install 40' of 96" Corrugated Aluminum Pipe, 50cy of Rip Rap End Walls, 80cy of Embankment, 400sy of Sod, and 100sy of 8" Lime Rock Base.

We removed and installed a new 96" Corrugated Aluminum Pipe Culvert. We used a 7 person crew to install Cofferdams, Well Point System, Pipe, Rip Rap End Walls, Sod, and a Base Rock Roadway. Our initial estimate for us to complete the work once it got started was six mainline crew days.

A change order was added to install Rubble Rip Rap on the four corners of the End Walls, raise the height of the Rip Rap End Walls, and to install 80' of berms on each side of the new roadway.

Bidder's Name: Johnson-Davis Incorporated

Contract Amount: Original Contract \$95,750.00 plus \$16,890.43

Project Start Date: 9/22

Project End Date: 11/22

Contact Name/Title: Larry Peters

Phone Number: 561-277-2151

Email Address: lpeters@loxahatcheegrovesfl.gov

Name of Project: 1823 B Road

Project Location: Loxahatchee Groves

Description of Project: Install 40' of 96" Corrugated Aluminum Pipe, 72cy of Rip Rap End Walls, 80cy of Embankment, 400sy of Sod, and 100sy of 8" Lime Rock Base.

We removed and installed a new 96" Corrugated Aluminum Pipe Culvert. We used a 7 person crew to install Cofferdams, Well Point System, Pipe, Rip Rap End Walls, Sod, and a Base Rock Roadway. Our initial estimate for us to complete the work once we got started was six mainline crew days.

A change order was not needed for this project.

Bidder's Name: Johnson-Davis Incorporated

Contract Amount: Original Contract Amount \$127,600.00

Project Start Date: 2/24

Project End Date: 2/24

Contact Name/Title: Larry Peters

Phone Number: 561-277-2151

Email Address: lpeters@loxahatcheegrovesfl.gov

Name of Project: E Road and Collecting Canal

Project Location: Loxahatchee Groves

Description of Project: Install 80' of 96" Corrugated Aluminum Pipe, 56cy of Rip Rap End Walls, 80cy of Embankment, 400sy of Sod, and 150sy of 8" Lime Rock Base.

We removed and installed a new 96" Corrugated Aluminum Pipe Culvert. We used a 7 person crew to install Cofferdams, Well Point System, Pipe, Rip Rap End Walls, Sod, and a Base Rock Roadway. Our initial estimate for us to complete the work once it got started was ten days with the mainline crew.

A change order was not needed for this project.

Bidder's Name: Johnson-Davis Incorporated

Contract Amount: Original Contract Amount \$158,300.00

Project Start Date: 1/23

Project End Date: 2/23

Contact Name/Title: Larry Peters

Phone Number: 561-277-2151

Email Address: lpeters@loxahatcheegrovesfl.gov

Contracts

82	TTLE BETH DRIVE
66	p Phase 1A Revised
	Georgia Ave and Belvedere Road
	Okeelanta RO Plant Piping
	Sycamore Drainage Repair
	Reconstruction of Barfield Highway
	Turnpike AET Phase 8 E8R65
	Sem-Chi RO Concentrate Disposal
	Lyons Rd - Sansbury Way Bike L
	NORA Streetscape
	Boynton Beach Marketplace
	T4651 SR804 Boynton Bch Blvd
	Del Prado Circle
	TAMARIND AVE. VALVE REPLACEMENT
	BELLE GLADE PHASE 3 20-071
	Jupiter Lakes
	R&D Industrial Site R1 2024
	E4W69 SR5 (US 1) PBC
	WO#31 Well Sites 18,24,42
	E8U67 Turnpike
	Macarthur Blvd Improvements
	HANGAR AND AIRFIELD BUSINESS PARK
	NASA Causeway T5735
	Hunter Inlet
	N Flagler WM Repair
	Sundy Village West w/Storm Trap
	2735 Ponce DeLeon Sewer Repair
	WO#32 Well Sites 22,43,48
	Westgate Ave
	Jensen Beach Causeway
	Lawrence Road
	Three Lakes Offsite Utilities
	Forest Place at Canal 8
	St Rita's Catholic Church
	Gramercy Park Neighborhood Center
	Clarke and Barton Alleyway
	Clematis St South Alleyway (50
	E4W59 I-95 & Indiantown Road
	SR AIA North Bridge T4583
	Micco Road Bridge Replacement
	Blue Cypress Drainage
	14200 Okeechobee Blvd.
	River Oaks Terrace
	Washington Rd & Southern Blvd SWR & DRNG
	PBCWUD Clarifier 36" DIP Replacement

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	99.79%	
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	88.38%	
	86.07%	
	85.47%	
	83.07%	
	80.30%	
	79.80%	
	78.27%	
	77.87%	
	77.50%	
	77.18%	
	74.01%	
	73.04%	
	72.62%	

Existing and Projected Work Load

North Causeway Inlet Park	66.64%
Cypress Utility Relocation	66.28%
L- Invert Replacement	66.02%
Old and Jasmine Drainage Repair	64.13%
Skid Row Drainage Three Lakes	61.84%
Park Avenue Drainage Repair	53.63%
Gun Club Estates Water Srvce Re	50.32%
Lantana LS #1 Repair	49.71%
PBCWUD Force Main Assessment	40.34%
VALVE ADDITIONS PH1 21-016	40.34%
Atlantic Aviation	38.11%
Indian Trail R-3 Roadway Project	38.07%
CW Thomas Park Improvements	37.18%
AT&T Orange Ave. @ South 5th Street	32.88%
5788 Orchard Way	31.15%
HOLLYWOOD PHASE IV	31.06%
SAPODILLA AND OKEECHOBEE 24" FM REPAIR	28.56%
BRIC Conference Way Entrance Way A&B	28.43%
Blue Cypress Homes Utility	27.37%
Midway Road T4570	26.51%
Caroline St. RR Crossing WM Repair	25.61%
Chuck Shaw Technical Center	25.35%
Airglades Airport Apron Reconstruction	13.70%
FPUA Pipeline Adj. Midway	12.32%
E8U69 T-Pike WPB Service Plaza	12.13%
2097 West Palma	6.39%
12" Reject Main Relocation	3.32%
OKEECHOBEE & PARKER AVE. - EXPLORATORY WORK	2.56%
Pennock Industrial and Bush Road Infrastructure Improvements	2.36%
Dillman Heights WM Replacement	1.48%
Rivera & Gardenia Drainage Imp.	1.15%
River Park Baffle Boxes 2,3,&5	1.07%
WO#36 Shores Outfalls	0.89%
Stonecrop Canal Rehab	0.86%
A1A Force Main Improvements Ma	0.78%
SR 704 T4694	0.70%
Fisherman's Landing Infrastructure Improvements	0.69%
Ranches Neighborhood Drainage Imp.	0.65%
Belle Glade WM Phase 4	0.59%
SR25 (US 27) T1894	0.54%
Beeline Hwy & Northlake WM Deflection WO#5	0.50%
SOUTH SEWALL'S PHASE 3	0.43%
US 1 & Constitution Blvd	0.35%
SW PSL Blvd & SW Cameo Blvd	0.30%
Balmoral Blvd. and Lakeside Gr	0.13%
Emerald Dunes Parking Lot Expansion	0.07%
Providencia Park Inline Check Valves	0.04%

Item 9.

E-2W Canal Improvements E8U75

Br ☐ Park 24" Valve

St & Boca Rio Road

Item	TU
Widening @ BB Blvd E8	

7. Notable Water Main

Cone & Graham Lot 6

1311 15th St. FM Repair

11th Street and Windsor Ave.

8th Street Between Carver and

1526 THUMBPOINT DR. DRAINAGE

Hypoluxo & Jog Emergency Confi

Gateway & Military Emergency Conforming

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(B3)

BID

IFB #2025-01

Proposal of: Johnson- Davis Incorporated
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed and/or a Town approved work order, as directed by the Town.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or the resulting contract.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with town, county, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
11. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
12. This bid is for a non-exclusive contract and the Town intends on awarding one or more contracts hereunder.
13. The following officer, director or agent of the Bidder is also an employee of the Town.

Name

Address

None

14. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	Address
None	

15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S). 2 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: Johnson- Davis Incorporated

HQ Address: 604 Hillbrath Drive ST FL Zip 33462

Phone: (561) 588-1170 Email: ccryer@johnsondavis.com

FEIN: 59-1753888 State of Incorporated: Florida

Print Name: William Cryer Title: Vice President

SIGNATURE: (Signature) Date: 3/12/25
 (William Cryer, Vice President)

Sales Office: 604 Hillbrath Drive ST FL Zip 33462

Sales Contact Name: William Cryer Title: Vice President

Phone: (561) 588-1170 Email: ccryer@johnsondavis.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.



Attachment

Schedule of Values (Revised 3/5/2025)

Item	Description of Bid Item	Unit	Standard Price	Emergency Price
General Conditions				
GC-1	Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS	--	\$6,000.00
GC-2	NON-Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS	\$4,400.00	--
GC-3	M.O.T for Work Blocking Lane	EA	\$1,500.00	\$2,000.00
GC-4	M.O.T. for Work Requiring Road Closure	EA	\$5,000.00	\$5,500.00
GC-5	Density Tests (actual cost reimbursement by Town)	--	--	--
GC-6	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by Town)	--	--	--
GC-7	Installation, Maintenance, and Removal of Temporary Road Entrance	EA	\$12,000.00	\$12,000.00
Furnish and install 18" (16 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-01	0' - 6' foot Deep	LF	\$175.00	\$175.00
STM-02	6' - 8' foot Deep	LF	\$200.00	\$200.00
Furnish and install 24" (16 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-03	0' - 6' foot Deep	LF	\$200.00	\$200.00
STM-04	6' - 8' foot Deep	LF	\$225.00	\$225.00
Furnish and install 36" (14 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-05	0' - 6' foot Deep	LF	\$400.00	\$400.00
STM-06	6' - 8' foot Deep	LF	\$425.00	\$425.00
STM-07	8' - 10' foot Deep	LF	\$450.00	\$450.00
Furnish and install 48" (12 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-08	0' - 6' foot Deep	LF	\$450.00	\$450.00
STM-09	6' - 8' foot Deep	LF	\$500.00	\$500.00
STM-10	8' - 10' foot Deep	LF	\$550.00	\$550.00
STM-11	10' - 12' foot Deep	LF	\$650.00	\$650.00
Furnish and install 60" (10 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-11	0' - 6' foot Deep	LF	\$500.00	\$500.00
STM-12	6' - 8' foot Deep	LF	\$650.00	\$650.00
STM-13	8' - 10' foot Deep	LF	\$850.00	\$850.00
STM-14	10' - 15' foot Deep	LF	\$1,200.00	\$1,200.00
Furnish and install 72" (10 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-15	0' - 6' foot Deep	LF	\$500.00	\$500.00
STM-16	6' - 8' foot Deep	LF	\$750.00	\$750.00
STM-17	8' - 10' foot Deep	LF	\$900.00	\$900.00
STM-18	10' - 15' foot Deep	LF	\$1,400.00	\$1,400.00
Furnish and install 96" (8 Gauge) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-19	0' - 6' foot Deep	LF	\$750.00	\$750.00
STM-20	6' - 8' foot Deep	LF	\$850.00	\$850.00
STM-21	8' - 10' foot Deep	LF	\$1,300.00	\$1,300.00
STM-22	10' - 15' foot Deep	LF	\$1,600.00	\$1,600.00
Furnish and install 18" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-23	0' - 6' foot Deep	LF	\$175.00	\$175.00
STM-24	6' - 8' foot Deep	LF	\$200.00	\$200.00
Furnish and install 24" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-25	0' - 6' foot Deep	LF	\$200.00	\$200.00
STM-26	6' - 8' foot Deep	LF	\$225.00	\$225.00
Furnish and install 36" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-27	0' - 6' foot Deep	LF	\$400.00	\$400.00
STM-28	6' - 8' foot Deep	LF	\$425.00	\$425.00

Attachment				
Schedule of Values (Revised 3/5/2025)				
Item	Description of Bid Item	Unit	Standard Price	Emergency Price
STM-29	8' - 10' foot Deep	LF	\$450.00	\$450.00
Furnish and install 48" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-30	0' - 6' foot Deep	LF	\$450.00	\$450.00
STM-31	6' - 8' foot Deep	LF	\$500.00	\$500.00
STM-32	8' - 10' foot Deep	LF	\$550.00	\$550.00
STM-33	10' - 12' foot Deep	LF	\$650.00	\$650.00
Furnish and install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/Frame and grate in Utility Right of Way at a depth of:				
STM-34	0' - 4' foot Deep	EA	\$6,500.00	\$6,500.00
STM-35	4' - 6' foot Deep	EA	\$8,000.00	\$8,000.00
STM-36	6' - 8' foot Deep	EA	\$9,000.00	\$9,000.00
STM-37	Optional Pollution Control Device	EA	\$1,000.00	\$1,000.00
Restoration				
R-1	Removal and disposal of 6" thick concrete	SF	\$10.00	\$10.00
R-2	Furnish & Install 4" Concrete without wire	SF	\$18.00	\$18.00
R-3	Furnish & Install 6" Concrete without wire	SF	\$24.00	\$24.00
R-4	Furnish & Install Florida Department of Transportation "D" Curb - by hand	LF	\$100.00	\$100.00
R-5	Furnish & Install Florida Department of Transportation "D" Curb - by machine	LF	\$90.00	\$90.00
R-6	Furnish & Install Florida Department of Transportation "F" Curb - by hand	LF	\$100.00	\$100.00
R-7	Furnish & Install Florida Department of Transportation "F" Curb - by machine	LF	\$90.00	\$90.00
R-8	Furnish & Install Florida Department of Transportation Valley Gutter - by hand	LF	\$100.00	\$100.00
R-9	Furnish & Install Florida Department of Transportation Valley Gutter - by machine	LF	\$90.00	\$90.00
R-10	Furnish & Install Bahia Sod - up to 1,000 SF	SF	\$2.00	\$2.00
R-11	Furnish & Install Bahia Sod - over to 1,000 SF	SF	\$1.50	\$1.50
R-12	Furnish & Install Floratam Sod - up to 1,000 SF	SF	\$4.00	\$4.00
R-13	Furnish & Install Floratam Sod - over to 1,000 SF	SF	\$2.50	\$2.50
R-14	Furnish & Install Florida Department of Transportation Seed & Mulch Mix	SF	\$2.00	\$2.00
R-15	Furnish Operator, Water Truck, and Irrigate Sod or Seed Mix	HR	\$150.00	\$150.00
R-16	Removal and disposal of Existing Asphalt Pavement	SY	\$10.00	\$10.00
R-17	Mill Existing Pavement (3/4" - 1" average)	SY	\$40.00	\$40.00
R-18	Furnish and Install Asphalt Overlay, Type SP-12.5 (3/4" - 1" average)	SY	\$40.00	\$40.00
R-19	Furnish and Install 2-1/2" Type SP-12.5 Asphalt	SY	\$90.00	\$90.00
R-20	Florida Department of Transportation Section 121 Flowable Fill (Excavatable)	CY	\$600.00	\$600.00
R-21	Base shell rock Florida Department of Transportation Code 11	SY	\$100.00	\$100.00
R-22	6" Lime rock/Crushed Concrete Base, primed	SY	\$50.00	\$50.00
R-23	8" Lime rock/Crushed Concrete Base, primed	SY	\$60.00	\$60.00
R-24	Rip Rap Sacks (FDOT Section 530 Compliant)	CY	\$1,850.00	\$1,850.00
R-25	12" Compacted Subgrade, 98% T-180	SY	\$10.00	\$10.00
Well Point System and De-Watering				
WP-1	Well Point system up to 150 points complete with pump and jetting equipment and monitoring	DAY	\$3,100.00	\$3,100.00
Imported Backfill & Removal of In-Situ Material				
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	\$80.00	\$80.00
BF-2	Imported Backfill & compaction	CY	\$60.00	\$60.00

LUMP SUM PRICES FOR SPECIFIC PROJECTS

The scope of work and design plans for four specific projects are attached as Exhibit A. These projects will be awarded on a lump sum basis. Pricing should be based on the schedule of values. These projects may be awarded to one contractor as a whole or individually to separate contractors based on the best interests of the Town, including consideration of the scheduling and availability of contractor(s) to complete the work in a timely manner. These four projects are anticipated to be completed within 150 days of the award of the bid in total and within 30 days of the issuance of a work order for any individual project.

<u>Project</u>	<u>Lump Sum Amount</u>
F Road and Collecting Canal Road Culvert Bridge*	\$495,000.00
Kerry Lane Culvert Bridge	\$255,000.00
Folsom and 25 th Culvert Bridge	\$329,000.00
Bunny Lane Culvert Bridge	\$196,000.00
Total of above projects	\$1,275,000.00

*This project is estimated to cost at least \$300,000. The remainder of the projects are estimated to cost less than \$300,000.

[REMAINDER OF PAGE LEFT INTENTIONLLY BLANK]

(B5)

IFB #2025-01

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of
subcontract work

1.	R&D Paving, LLC (company name) 400 Executive Center Drive, Suite 210, West Palm Beach (address) 33401 (zip code)	Mill and Overlay (type of work) 561-588-6681 (tel. #) 45-4469049 (federal I.D. #)	\$ 39,250.00
2.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$
3.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$

Total dollar amount to be awarded to sub-contractors (this page) \$ 39,250.00

** The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: _____
(William Cryer, Vice President)

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that sub-contractor performing any work.

(B6)

IFB #2025-01

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: Johnson- Davis Incorporated

Address: 604 Hillbrath Drive

Lantana, FL 33462

Telephone: (561) 588-1170

Fax: (561) 585-5252

Email: ccryer@johnsondavis.com

CONTRACTOR OF RECORD:

Name: Scott Johnson

Address: 604 Hillbrath Drive,

Lantana, FL 33462

Telephone: (561) 588-1170

Email: sjohnson@johnsondavis.com

State License # CUC043087 (ATTACH COPY)

County License # CUC043087 (ATTACH COPY)

Type of License: Underground Utility

Unlimited No (yes/no)

If "NO", Limited to what trade? Underground Utilty

Is the Licensee a full-time employee of Prime Bidder?

X Yes No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

X Yes No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)

IFB #2025-01

LIST OF REFERENCES

1. Owner's Name & Address: Palm Beach County Water Utilities District
8100 Forest Hill Blvd, West Palm Beach, FL 33413
Project: Continuing Pipeline Construction Contract
Contact Person: Henry Melendez
Telephone: (561) 493-600 Fax: () E-Mail: hmelendez@pbcwater.com

2. Owner's Name & Address: Seacoast Utility Authority
4200 Hood Road, Palm Beach Gardens, FL 33410
Project: Design Build Contract
Contact Person: Scott Serra
Telephone: (561) 627-2900 Fax: () E-Mail: sserra@sua.com

3. Owner's Name & Address: City of West Palm Beach
200 2nd Street, West Palm Beach, FL 33401
Project: Emergency Repair Contract
Contact Person: Laura Le
Telephone: (561) 589-8414 Fax: () E-Mail: lle@wpb.org

(B10)

IFB #2025-01
FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐

If Not Applicable – Check this Box and sign below.

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
 - Included in the specifications for this bid or
 - Are identified as: Trench Box
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	<u>Trench Box</u>	<u>\$75.00</u>	<u>570'</u>	<u>\$42,750.00</u>
B.	<u></u>	<u></u>	<u></u>	<u></u>
C.	<u></u>	<u></u>	<u></u>	<u></u>
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	<u></u>	<u></u>	<u></u>	<u></u>
E.	<u></u>	<u></u>	<u></u>	<u></u>
F.	<u></u>	<u></u>	<u></u>	<u></u>



FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: Johnson-Davis Incorporated

Authorized Signature: [Signature]
(William Cryer, Vice President)

Date: 3/12/25

(B11)

IFB #2025-01

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
Contech Engineering Solutions	Corrugated Aluminum Pipe	\$127,382.32	\$7,260.32
Core and Main	HDPE Pipe	\$29,680.00	\$1,730.00
HD Supply	Sand Cement Rip Rap	\$121,406.04	\$6,922.04
Star Quarries	Rubble, Bedding Stone, Base Rock	\$53,658.26	\$3,087.26

(B12)

IFB #2025-01

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
See attached...					

(B13)

IFB #2025-01

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, William Cryer, on behalf of Johnson- Davis Incorporated
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes, as amended from time to time.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

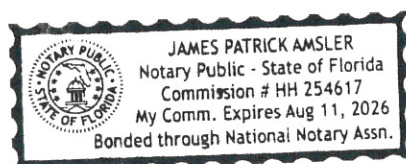
CONTRACTOR:

By: [Signature]
(William Cryer, Vice President)

Date: 3/12/25

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 12TH day of MARCH, 2025, by William Cryer, who is the VP of Johnson-Davis Inc., who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC

Printed Name of Notary James P. Amble
My Commission expires 8-11-26

(B14)

IFB #2025-01

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Firm shall disclose to the Town any possible conflicts of interests. The Firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☒ [X] To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

☒ [X] To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

☒ [X] To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☒ [X] To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: [Signature] Date: 3/12/25
(William Cryer, Vice President)

Print Name: William Cryer

Title: Vice President

Company Name: Johnson- Davis Incorporated



(B15)

IFB #2025-01

STATE OF FLORIDA E-VERIFY FORM

Contract No:
Financial Project No(s):
Project Description:

Contractor acknowledges and agrees to the following:

Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract (including all renewals); and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

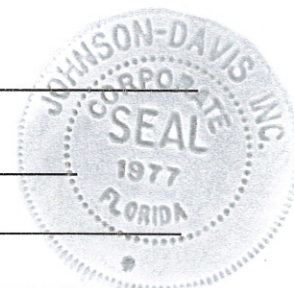
Authorized Signature: _____
(William Cryer, Vice President)

Company/Firm: Johnson- Davis Incorporated

Print Name: William Cryer

Title: Vice President

Date: 3/12/25



IFB #2025-01



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
06/2
Item 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vaughn Risk Management 222 US HWY 1 Suite #215 Tequesta FL 33469		CONTACT NAME: Christin Snow PHONE (A/C, No, Ext): (561) 249-6143 E-MAIL ADDRESS: christins@Vaughnrm.com FAX (A/C, No):	
INSURED Johnson-Davis Incorporated 604 Hillbrath Dr Latana FL 33462		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Company of Hartford INSURER B: Continental Casualty Company INSURER C: Valley Forge Insurance Company INSURER D: Homeland Insurance Company INSURER E: INSURER F:	
		NAIC # 20478 20443 20508 34452	

COVERAGES **CERTIFICATE NUMBER:** CL2462700373 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		7033967643	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		7033968744	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0	Y		7033984636	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	7033972535	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Miscellaneous Professional Liability			7930119810002	07/01/2024	07/01/2025	Contractors Pollution \$1,000,000
							Policy Aggregate \$2,000,000
							Transportation Pollution \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Johnson-Davis, Inc. 604 Hillbrath Dr. Latana FL 33462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(B9)

IFB #2025-01

DRUG FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Johnson- Davis Incorporated,
I certify that Johnson- Davis Incorporated complies fully with the above requirements.

Authorized Representative's Signature
(William Cryer, Vice President)

William Cryer

Name: _____

3/12/25

Date

Vice President

Position: _____



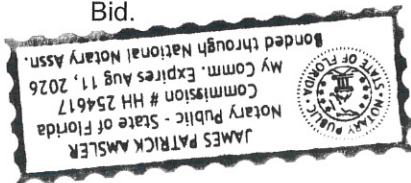
(B8)

IFB #2025-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

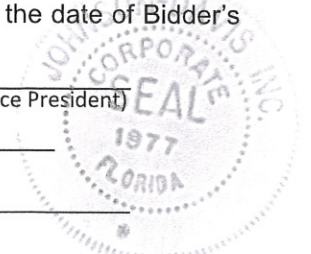
State of Florida }
County of Palm Beach }

William Cryer, being first duly sworn, disposes and says that:
(Name)

1. I am the Vice President of Johnson- Davis Incorporated, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
None (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

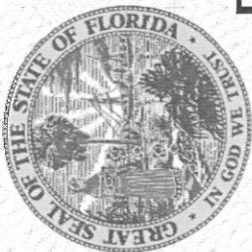


(Signed) [Signature] (William Cryer, Vice President)
(Print Name) William Cryer
(Title) Vice President



The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 12TH day of MARCH, 2025, by WILLIAM CRYER, who is VP (title) of JOHNSON-DAVIS INC. and who is personally known to me or who has produced [Signature] as identification.

[Signature]
Notary Public



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC043087

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/27/2024

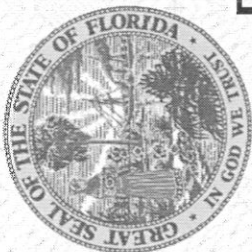
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Johnson-Davis
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Item 9.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC1225299

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

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Johnson-D
604 Hillbrath
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Item 9.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CF1430348

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

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Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Item 9.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

JOHNSON - DAVIS INCORPORATED

Filing Information

Document Number 538772
FEI/EIN Number 59-1753888
Date Filed 07/06/1977
State FL
Status ACTIVE

Principal Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Mailing Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Registered Agent Name & Address

JOHNSON, SCOTT J
604 HILLBRATH DRIVE
LANTANA, FL 33462

Name Changed: 03/20/1996

Address Changed: 12/18/2009

Officer/Director Detail

Name & Address

Title P

JOHNSON, SCOTT J.
18843 SE JUPITER RIVER DR
JUPITER, FL 33458

Title TS

JOHNSON, CHRISTOPHER
7541 BRIAR CLIFF CIR
LAKE WORTH, FL 33467

Title VP

CRYER, WILLIAM
170 RIVER DRIVE
TEQUESTA, FL 33469

Title CHIEF FINANCIAL OFFICER

STANLEY, JOHN
4110 NW 10TH STREET
DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2023	01/04/2023
2024	01/12/2024

Document Images

01/12/2024 -- ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
10/27/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
11/09/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
07/02/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
03/25/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/07/2020 -- ANNUAL REPORT	View image in PDF format
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01/05/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
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01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- ANNUAL REPORT	View image in PDF format
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07/01/2011 -- ANNUAL REPORT	View image in PDF format
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02/10/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
01/25/2001 -- ANNUAL REPORT	View image in PDF format
04/03/2000 -- ANNUAL REPORT	View image in PDF format
03/24/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
01/28/1997 -- ANNUAL REPORT	View image in PDF format
03/20/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1996 -- Reg. Agent Change	View image in PDF format
03/24/1995 -- ANNUAL REPORT	View image in PDF format

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JOHNSON - DAVIS INCORPORATED

filed in this office on the 6th day of July

19 77.

Charter Number: 538772



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
7th day of July
19 77.

A handwritten signature in cursive script, reading "Bruce A. Smith".

SECRETARY OF STATE

State of Florida

Department of State

I certify from the records of this office that JOHNSON - DAVIS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on July 6, 1977.

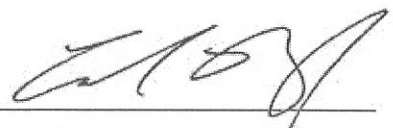
The document number of this corporation is 538772.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 12, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of August,
2024*




Secretary of State

Tracking Number: 6167146058CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



JOHNSON-DAVIS INC.

*"Construct with Confidence"***CERTIFICATE OF AUTHORIZATION RESOLUTION**

The undersigned hereby certifies as follows:

- 1) That at a meeting of the Board of Directors duly noticed and held on January __, 2023 all of the directors of the Company unanimously adopted the resolutions;
 - a. That William C. Cryer is elected or appointed as an officer of the Company with the title of Vice President – Estimating.
 - b. That in addition to any other authorized officer of the Company, William C. Cryer is authorized to execute and deliver for and on behalf of the Company, bids, estimates, contracts, loan documents and general authorizations relating to the Company's providing of goods and services for underground utilities construction, or other services related to the operation of business and bind the Company accordingly; and that, third parties shall be entitled to rely upon a certified copy of this resolution until written notice of modification or rescission of same has been furnished to and received by any such third party.
- 2) That the above resolutions are true and accurate copies of the original resolutions on file in the corporate record book of the Company and that said resolutions remain in full force and effect.

Date this 11 day of JANUARY, 2023.By [Signature]
Scott Johnson – President

STATE OF FLORIDA)

) ss

COUNTY OF PALM BEACH)

On this 11 day of JANUARY, 2023. Before me personally appeared Scott Johnson
 To me known to be the person who executed the foregoing acceptance and acknowledged that
 He/She executed the same as His/ Her free act and deed.

NOTARIAL
SEAL

LARISA DITU PELKEY
 Commission # HH 178111
 Expires January 22, 2026
 Bonded Thru Budget Notary Services

My commission as Notary Public in Palm Beach County
 expires 01-22-26Signature [Signature]

• *Heavy Construction* • *Underground Utilities* •

Main office: 604 Hillbrath Drive- Lantana, FL 33462 • Phone: 561-588-1171 • Fax: 561-585-5252
 Ft. Pierce Office: 863 S. Kings Hwy. Ft. Pierce, FL 34945 • Phone: 772-459-0200 • Fax: 772-459-0202



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Item 9.

Business Name: JOHNSON DAVIS INC

Receipt #: 189-5373
Business Type: ALL OTHER TYPES CONTRACTOR
(UNDERGROUND UTILITY EXCAVATION)
EXCAVATION)

Owner Name: SCOTT J JOHNSON (QUALIFIER)
Business Location: 604 HILLBRATH DR
PALM BEACH COUNTY

Business Opened: 09/29/2006
State/County/Cert/Reg: CUC043087
Exemption Code:

Business Phone: 561-588-1170

Rooms

Seats

Employees

1

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462

Receipt # 10B-23-00003823
Paid 08/28/2024 27.00

2024 - 2025



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	JOHNSON SCOTT JAMES	CUC043087	B24.622101 07/05/2024	\$99.00	B40127978

This document is valid only when receipted by the Tax Collector's Office.



JOHNSON DAVIS INC
 JOHNSON DAVIS INC
 604 HILLBRATH DRIVE
 LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199306319
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	JOHNSON SCOTT JAMES	CUC043087	B24.622097 07/05/2024	\$185.85	B40127979

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JOHNSON DAVIS INC
 JOHNSON DAVIS INC
 604 HILLBRATH DRIVE
 LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199306318
EXPIRES: 09/30/2025

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Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 604 HILLBRATH DRIVE
 LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B24.622382 07/05/2024	\$27.50	B40161524

This document is valid only when receipted by the Tax Collector's Office.



2-1098

JOHNSON DAVIS INC
 JOHNSON DAVIS INC
 604 HILLBRATH DR
 LANTANA FL 33462-1694

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125387
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 604 HILLBRATH DRIVE
 LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B24.622384 07/05/2024	\$185.85	B40161523

This document is valid only when receipted by the Tax Collector's Office.



JOHNSON DAVIS INC
 JOHNSON DAVIS INC
 604 HILLBRATH DRIVE
 LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125388
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 604 HILLBRATH DRIVE
 LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PLUMBING CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CFC1430348	B24.622386 07/05/2024	\$27.50	B40161522

This document is valid only when receipted by the Tax Collector's Office.



JOHNSON DAVIS INC
 JOHNSON DAVIS INC
 604 HILLBRATH DRIVE
 LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125389
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 604 HILLBRATH DRIVE
 LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW PLUMBING CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CFC1430348	B24.622388 07/05/2024	\$264.60	B40161521

This document is valid only when receipted by the Tax Collector's Office.



JOHNSON DAVIS INC
 JOHNSON DAVIS INC
 604 HILLBRATH DRIVE
 LANTANA FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125390
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

MARTIN COUNTY BUSINESS TAX RECEIPT

Item 9.



2024 / 2025

EXPIRES: September 30, 2025

Account #: 19875200075

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 604 HILLBRATH DR
Business Phone: (561)588-1170
NAICS Code: 333131
State License: QUALIFIER CRYER, WILLIAM CLARK CLIFFORDCUC
Business Description:
MISCELLANEOUS CONTRACTOR (UNDERGROUND UTILITIES)

Business Name JOHNSON-DAVIS INC
Business DBA
Owner Name JOHNSON, SCOTT J
JOHNSON-DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **08/14/2024**
Receipt Number
800-23-00268065

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski • Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu
at martintaxcollector.com.**

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Mailing Address
- Ownership
- Closing your Business
- Physical Location

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

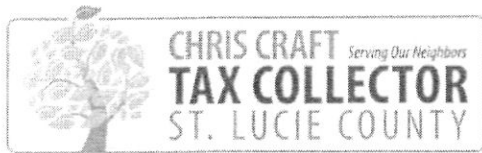
Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.



2024 - 2025

St. Lucie County Local Business Tax Receipt

Item 9.

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

Facilities or machines # Rooms # Seats # Employees #2 Receipt #1008302
Type of business 1629 HEAVY (UNDERGROUND UTILITES) Expires SEPTEMBER 30, 2025

DBA name Johnson-Davis Inc

Business: Scott Johnson

Mailing address: Johnson-Davis Inc
863 Kings Hwy S Ste B 112
Fort Pierce, FL 34945

Business location: 863 Kings Hwy S Ste B 112
Fort Pierce, FL 34945

GOOD FOR THIS LOCATION ONLY

RENEWAL		St Lucie County	CUC043087
Original tax:	\$12.35	2311-443-0001-000/9	
Penalty:			
Collection cost:			
Total:	\$12.35	Paid 08/13/2024 12.35	0005-20240813-009056

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Johnson-Davis Inc
863 Kings Hwy S Ste B 112
Fort Pierce, FL 34945

Town of Hypoluxo
Town of Hypoluxo

2025 CONTRACTOR REGISTRATION: Valid October 1, 2024 to September 30, 2025

License: PBCW20125388 **Expires:** 9/30/2025 **Type:** UNDERGROUND UTILITIES **Occupational:** 25-51
Certified: CUC1225299 **Qualifier:** Cryer, William Clark Clifford **Expires:** 8/31/2026 **Ph:** (561)588-1170
Registration: 25-51 **Expires:** 9/30/2025 **Insurance:** National Fire Ins **Expires:** 7/01/2025
Workers Comp: Valley Forge Ins **Expires:** 7/01/2025 **Fee Paid:** 2.00 9/04/2024

JOHNSON-DAVIS INC (Cryer)
 604 Hillbrath Dr
 Lantana, FL 33462-1656

Shacy Hittayk
 Administrative Clerk

A CURRENT HYPOLUXO REGISTRATION NUMBER IS REQUIRED ON ALL PERMIT APPLICATIONS

LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA

RECEIPT NUMBER: 9300617

EFFECTIVE DATE:

10/31/1994

EXPIRATION DATE:

09/30/2025

JOHNSON-DAVIS INC.

604 HILLBRATH DRIVE

LANTANA, FL 33462-1656

BUSINESS LOCATION:

604 HILLBRATH DR

LANTANA, FLORIDA 33462-1656

NAME OF BUSINESS

JOHNSON-DAVIS INC

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



Village of Royal Palm Beach

Item 9.

Business Tax Receipt
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411
Tel: (561) 790-5128
Email: btr@royalpalmbeachfl.gov

JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DR
LANTANA FL 33462

Business Tax Receipt #: 25-00021867

Dear Business Owner:

This is your new Business Tax Receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This Business Tax Receipt is in addition to and not in lieu of any other license or tax required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority.

Business Tax Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business Tax Receipts may be transferred to a new **location** when proof of zoning approval is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business name changes require a new Business Tax Receipt.

This Business Tax Receipt expires on **September 30, 2025**. Renewal notices are mailed at the beginning of July. If you do not receive the notice by the end of July, please let us know.

We hope you have a successful year.

The Village of Royal Palm Beach

**** DETACH AND DISPLAY BOTTOM PORTION ****



VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BOULEVARD
ROYAL PALM BEACH, FL 33411

REGISTRATION

LOCAL BUSINESS TAX RECEIPT
EXPIRES: SEPTEMBER - 30 - 2025

JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DR
LANTANA FL 33462

NO. 25-00021867

DATE: 8/15/24

DESCRIPTION
CONTRACTOR - UTILITIES

TOTAL FEE
\$.00

DISPLAY IN PLACE OF BUSINESS

LOCATION: OUTSIDE CITY LIMITS

248



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 22, 2024

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FLORIDA 33462

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, MINOR BRIDGES, UNDERGROUND UTILITIES, SANITARY SEWER, WATER MAIN, FORCE MAIN, DRIVING STEEL SHEET PILE, RIP RAP, RUBBLE RIP RAP, UTILITY WORK (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **12/30/2025**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

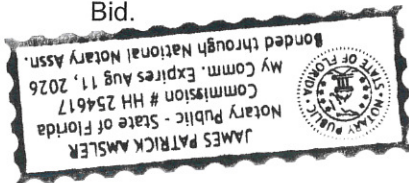
(B8)

IFB #2025-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

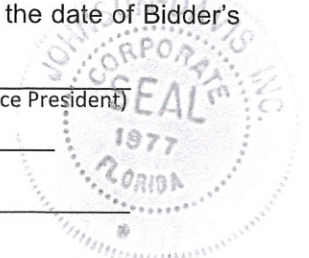
State of Florida }
County of Palm Beach }

William Cryer, being first duly sworn, disposes and says that:
(Name)

1. I am the Vice President of Johnson- Davis Incorporated, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
None (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.



(Signed) [Signature] (William Cryer, Vice President)
(Print Name) William Cryer
(Title) Vice President



The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 12TH day of MARCH, 2025, by WILLIAM CRYER, who is VP (title) of JOHNSON-DAVIS INC. and who is personally known to me or who has produced [Signature] as identification.

[Signature]
Notary Public

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Item 9.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) JOHNSON-DAVIS INCORPORATED		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 604 HILLBRATH DRIVE		Requester's name and address (optional)	
6 City, state, and ZIP code LANTANA, FL 33462			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

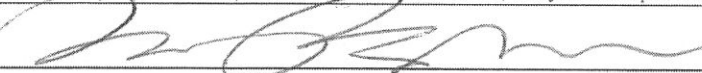
Social security number										
			-				-			
or										
Employer identification number										
5	9	-	1	7	5	3	8	8	8	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 5/14/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



INVITATION FOR BID

FOR

**CONTINUING SERVICES FOR CULVERTS -
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS,
AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000)**

IFB # 2025-01

LEGAL NOTICE
CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT,
MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER
\$300,000)

The Town of Loxahatchee Groves is soliciting sealed bids from responsible and experienced contractors for IFB# 2025-01 “Continuing Contract for Culverts – Construction, Replacement, Maintenance, Repairs and Individual Projects” (including those over \$300,000) to generally include construction, replacement, maintenance, and repairs of specifically identified culvert bridges over and into canals located within the Town of Loxahatchee Groves on an ongoing, as needed basis and as part of individual larger projects. The awarded contractors will receive work orders to complete the associated work and for each individual culvert project, including those estimated at more than \$300,000.

Bid documents may be downloaded at the Town’s website at: loxahatcheegrovesfl.gov or online at www.demandstar.com starting on January 24, 2025.

- Electronic submittals will only be accepted when submitted through DemandStar. E-mailed submittals will NOT be accepted.
- Paper submittals (one original and one PDF Copy, either CD or thumbdrive) may be delivered to the Town Clerk’s Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Time is of the essence. Any bid received after **2:00 PM on March 6, 2025**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Town Clerk’s Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is received and stamped by the Town Clerk’s personnel by the deadline indicated. All submittals will be publicly opened and read on March 6, 2025 at 2:00 p.m.

A mandatory pre-bid meeting will be held on February 3, 2025, at 10:00 A.M. Local Time in Town Hall, 155 F Road, Fl. 33470. In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this IFB, to accept or reject any or all IFB submittals (in whole or in part) with or without cause, to waive all technicalities, nonmaterial irregularities or informalities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town.

Any and all questions regarding this solicitation shall be directed to the Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Phone: 561-793-2418 or email: voakes@loxahatcheegrovesfl.gov.

PUBLISH: *Palm Beach Post* & DemandStar: January 24, 2025

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER \$300,000)

The Town of Loxahatchee Groves is soliciting bids from responsible and experienced contractors to provide continuing services related to culverts including construction, replacement, maintenance, and repairs on an ongoing, as-needed basis and for specific individual projects. The awarded contractor(s) will receive work orders to complete the services.

The scope of work is generally described as follows: The Town of Loxahatchee Groves is seeking qualified contractors to demonstrate specific experience in the general repair and replacement of stormwater assets. The successful contractor shall furnish, install, and provide all labor and materials to complete repair and replacement of designated stormwater assets as directed by the Town. Individual scopes of work will be provided for each project based on the unit price provided in the schedule of values. Individual purchase orders will be provided for each project.

Repair or replacement will be made to the Town's stormwater systems and generally consist of, but are not limited to, furnishing and installing various types of pipe for stormwater conveyance, and concrete structures for stormwater systems. Set up and monitoring of bypass pumping dewatering systems; and restoration related to landscaping, asphalt, and concrete work may also be required as need. Additionally, projects may include the installation of a bypass road to allow residents to enter and leave the area while work is performed. All work will be performed on works owned and operated by the Town of Loxahatchee Groves and the Loxahatchee Groves Water Control District.

A more detailed scope of work for the general construction, replacement, maintenance and repair work on culverts and detailed scopes of work for each individual culvert project are attached and incorporated herein as composite **Exhibit A**.

All work shall be constructed in accordance with all applicable laws, rules, regulations, and standards, the Town's design specifications and standards, if applicable, and in accordance with these bid documents which are available on the Town's website at loxahatcheegrovesfl.gov.

The Town intends to award contract to one or more contractors who are the lowest responsible, responsive bidders. The selected contractors will receive work orders during the effective term of the contract. **Each work order, depending on the amount of the project, may, at the request of the Town, require a payment and performance bond equal to 100% of the cost of the work for that project.** The selected contractor(s) will receive a description of the scope of work and specifications, if any, for each requested project so that the contractor(s) may prepare the Town's work order form for the project along with a detailed cost estimate based on the executed contract with unit prices. The project manager will send a notice to proceed (or fully executed work order) to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each work order.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the Town finds it necessary to change any of these dates and/or times, the change will accomplished by addenda. All dates and times are subject to change at the Town's discretion.

ACTION

COMPLETION DATE

Pre-Bid Meeting	Monday, February 3, 2025 at 10 AM
Final Questions Due	Friday, February 14, 2025 at 4 PM
Addenda Published	Monday, February 24, 2025 at 5 PM
Proposals Due	Thursday, February 6, 2025 at 2 PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference.** Mandatory Pre-Bid meeting is scheduled for Monday, February 3, 2025 at 10 AM at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470.

2. **Time of Completion and Liquidated Damages.** The work to be performed under this IFB shall commence on the date of the Notice to Proceed or the date of each issued work order. The work to be performed under this project shall commence and be fully completed within the times identified in each work order and as otherwise set forth in the resulting contract.

The Town and Contractor recognize that the time for final completion of all work under the contract is critical. The Town will suffer financial loss if the Contractor fails to achieve final completion by the time specified herein and as otherwise set forth in each work order. In such event, the total amount of the Town's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve final completion within the timeframe established in the Contract or any work order, the Town shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 (Five Hundred Dollars) for each calendar day thereafter until final completion of all work. The Contractor expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Town's actual damages at the time of contracting if Contractor fails to complete all work within the required timeframes.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to obtain from the Town of Loxahatchee Groves the following permits or licenses, impact, inspection or other fees for this Project under the Contract:

(Permit)*

(Fee/Amount or calculation)

All required Town rights of way permits

Permit fees are waived by Town

*Unless otherwise set forth in the Contract Documents, the Town's consultant will obtain all permits from any other governmental entities required by the work hereunder.

4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor's license OR
- State of Florida Underground Utility Contractor license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt in accordance with the following:

- No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
- Any person engaging in any business, occupation or profession within the Town without a permanent business location or branch office in the Town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.

5. **Construction Bond.** Payment and Performance Bonds in accordance with the Town's Procurement Code, the resulting contract, and Section 255.05, Florida Statutes, shall be required for each associated work order issued under the resulting contract unless waived by the Town in writing.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". The selected contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the selected contractor for any and all claims under any resulting contract. It shall be the responsibility of the selected contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

7. **Warranty.** The successful Bidder agrees to a contract provision as follows: Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under each work order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under each work order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of the Town or its drainage operations and systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8. **Other Special Conditions.** The Town intends to award contracts to one or more contractors who are the lowest, responsive, responsible bidders. The selected contractors will receive work orders during the effective term of the contract and prior to the contract's expiration date. **Each work order requires a payment and performance bond equal to 100% of the cost of the work unless otherwise waived in writing by the Town.** The selected contractor(s) will receive a project description for each work order and will prepare a detailed cost estimate based on the executed contract with unit prices. If the Town accepts the estimate, the selected contractor will prepare and submit its proposed work order (with estimates attached) to the Town for review and approval. The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each work order.

The contract may be renewed on the calendar day anniversary of the contract each year up to a maximum of three (3) one year renewals after the two (2) year initial term; subject to the approval of the Town Council. Pricing provided for each item referenced on the bid form is fixed for that period. The pricing for escalations during renewal periods will be as set forth in the resulting contract and subject to approval by the Town Council.

Estimated quantities may be provided by the Town's Engineer and a set of construction plans will be given to each awarded contractor for each work order. There is no guarantee of the quantity of work for the successful contractor(s), and the listed projects in the Scope of Work may be revised, removed, and/or may be subject to changing conditions.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the Town's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty-six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.
3. Letter establishing the Bidder's bonding capacity.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. How to Submit a Bid.

- a. Electronic submittals will only be accepted when submitted through DemandStar.
- b. Paper submittals (one original and one PDF copy, either CD or thumbdrive) of the bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**Town of Loxahatchee Groves
Town Clerk
155 F Road
Loxahatchee Groves, FL 33470**

c. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bidders are responsible for insuring that their bid is stamped by Town personnel by the deadline indicated. The Town shall in no way be responsible for delays caused by any occurrence.

- d. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

e. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

f. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated in or attached to this IFB, if any, all of which are incorporated herein by this reference.

2. **The Bid Package.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid
- B4 Schedule of Bid Items
- B5 Substitution Sheet
- B6 Schedule of Subcontractors (with daily reporting format)
- B7 Contractor Verification
- B8 Reference List
- B9 Non-Collusion Affidavit
- B10 Drug Free Certification
- B11 Trench Safety Compliance Form
- B12 Contractor's Material Suppliers
- B13 Contractor's Existing and Proposed Workload
- B14 Scrutinized Companies Certification Form
- B15 Conflict of Interest Statement
- B16 State of Florida E-Verify Form
- B17 Bidder's (and subcontractors', if applicable) FDOT qualification letters applicable to work

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Town. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **Completion of Bid Submission Package.**

a. It is the responsibility of the Bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. All bids must be submitted on the provided Bid forms. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). Failure to submit a duly signed bid may be cause for rejection of the bid.

4. **Errors/Erasures/Corrections.**

a. Bids having erasures or corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor, equipment, materials, and other necessities; and (iii) physical

conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **Bid Prices.** All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices.

6. **Substitutions.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. **Subcontracting.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The Town reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The Town reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Bidder shall submit for the Town's review and approval, as part of their bid submission, a sample copy of the company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

The Prime Contractor shall be required to self-perform and construct a minimum of 50% of the awarded work order for any given work assignment. Subcontracting out more than 50% of the work may constitute cancellation of the contract.

8. **Bid Bonds or Deposits.** Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars (\$100) need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the Town.
4. U.S. Postal Money Order.

All checks and orders must be made payable to the Town of Loxahatchee Groves. The Town reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the Town and/or provide the required insurance and bonds within ten (10) calendar days of receipt of the contract, the Town shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. **Certification and Licenses.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located and in accordance with the Chapter 22, Article V Local Business Tax of the Town's Code of Ordinances.

10. **No Lobbying – Cone of Silence.** In accordance with the Palm Beach County Lobbyist Registration Ordinance, the cone of silence will be in effect as of the due date for proposals in response to this IFB. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential

subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the Town to end the selection process

11. **Conflict of Interest and Ethics Requirements.** This IFB is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review all the codes mentioned herein to insure compliance with the same.

12. **Public Entity Crimes.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to or enter into a contract with the Town in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for 36 months following the date of being placed on the convicted vendor list.

13. **Inquiries and Addenda.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Richard Gallant, Public Works Director c/o
Town Clerk
Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
E-mail: voakes@loxahatcheegrovesfl.gov
Phone: (561) 807-6671

Any addenda or other modification to the Bid documents will be issued by the Town prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the Town or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. **Acceptance; Rejection; Cancellation.** This IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the Town. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the Town. The Town reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline may be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the Town or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the Town or its employees.

The Town reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the Town, unbalanced either in excess or below the reasonable cost analysis values; and/or 7) bids are in excess of the approved budget for the project.

15. **Selection of Bidder with Whom to Contract.** The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder which may include a consideration of one or more of the following criteria:

- a. The prices contained in the bid.
- b. The capability and skill of the bidder to perform the contract.
- c. The current workload of the bidder and whether the bidder can perform the contract promptly or within the time specified, without delay or interference.
- d. The honesty and business judgment of the bidder.
- e. The quality of performance of previous contracts of services, including, but not limited to, town contracts.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract.

- g. The previous conduct of the bidder, including but not limited to its compliance with laws and ordinances relating to the contract or service.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

16. **Posting of Award Tabulations.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at Town Hall, 155 F Road, Loxahatchee Groves, FL and posted on the Town's website.

17. **Contract.** The Town and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the Town. In the event a contract is not executed with the selected bidder and Town reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder. The Town's standard contract is attached hereto as **Exhibit B** and incorporated herein.

18. **Procurement Code.** The Town's Procurement Code, sections 2-132 to 2-137 of the Town's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

19. **Costs.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

20. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, the successful bidder shall:

- 1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- 2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- 3. Maintain copies of all subcontractor affidavits for the duration of the contract;
- 4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
- 6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, the bidder may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

21. **Town is Document Gatekeeper.** This IFB is issued directly by the Town and the Town shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Town Clerk's Office. The Town is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the Town's) or other sources not connected with the Town and the Bidder should not rely on such sources for information regarding any solicitation made by the Town.

22. **Minority Enterprise.** Documentation to support a Bidder as a Minority Enterprise as certified by the State of Florida must be submitted with a Bidder's bid in response to the IFB. Documentation submitted after the bid deadline will be rejected.

23. **Property of the Town.** All materials submitted in response to this IFB become the property of the Town. The Town has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

24. **Disclosure and Disclaimer.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications

with Town representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the Town in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town, or their advisors.

Any bidder of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. **Compliance.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. **Office of the Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, this RFP and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the awarded contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

27. **Scrutinized Companies.** The bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the resulting contract at its sole option if the bidder or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract including any and all renewals. If the resulting contract is for one million dollars or more, the bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate the contract at its sole option if the bidder, or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of the contract.

The bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the resulting contract. The bidder agrees that the certifications in this section shall be effective and relied upon by the Town for this solicitation and the term of any resulting contract, including any and all renewals. The bidder agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the bidder shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize any of the above-stated contracting prohibitions then they shall become inoperative.

28. **Non-Discrimination.** The bidder shall not discriminate against any person in its operations, activities or delivery of services. The bidder shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

29. **Quantities.** In the case of unit price items, the quantities of materials to be furnished under the resulting contract, if given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the successful contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished in the sole discretion of the Town without in any way invalidating any of the unit prices Bids. Further, the Bidder understands that the Town may elect to construct only a portion of the work covered by these documents and the Bidder agrees to perform that portion of the work given to the Bidder, if successful, at the unit prices quoted.

30. **OSHA.** The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

31. **Examination of Contract Documents and Site Conditions.** It is the responsibility of each Bidder before submitting a Bid, to: (1) Examine and carefully study the Bidding Documents thoroughly and request and carefully study any other required data; (2) Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect costs, progress, performance or furnishing of the work; (3) Become familiar with and satisfy Bidder as to all federal, state, and local laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the work; (4) Request or otherwise obtain and carefully study any reports, test and drawings related to surface, subsurface and physical conditions and hazardous environmental conditions; (5) Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Bidding Documents; and any site-related reports and drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; (6) Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price bid and in accordance with the other terms and conditions of the Bidding Documents; (7) Become aware of the general nature of the work to be performed by the Town and others, if any, at the site that relates to the work; (8) Promptly give the Town or Engineer or Contract Administrator written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Town is acceptable to the Bidder; and (9) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

The submission of a Bid will constitute the incontrovertible representation by Bidder that Bidder has complied with every requirement of this paragraph.

32. **Interests.** Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is a responsible contractor. Further, the Town may not give preference to a contractor based on the contractor's social, political, or ideological interests.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

(B1)**BID PACKAGE COVER SHEET**

IFB #2025-01 Project Title: Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000)

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bidder's Minimum Qualifications (B2)
- _____ 3. Bid (B3)
- _____ 4. Schedule of Values (B4)
- _____ 5. Lump Sum Prices for Specific Projects.
- _____ 6. Schedule of Sub-contractors (B5) - If none, mark "none".
- _____ 7. Contractor Verification (B6) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 8. Reference List (B7)
- _____ 9. Affidavit of Prime Bidder re Non-collusion (B8)
- _____ 10. Drug Free Certification (B9)
- _____ 11. Trench Safety Compliance Form (B10)
- _____ 12. Contractor's Material Suppliers (B11)
- _____ 13. Contractor's Existing and Projected Workload (B12)
- _____ 14. Scrutinized Companies Certification Form (B13)
- _____ 15. Conflict of Interest Statement (B14)
- _____ 16. State of Florida E-Verify Form (B15)
- _____ 17. Bidder's (and subcontractors', if applicable) FDOT Qualification Letters for Work

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB #2025-01

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

(B3)

BID

IFB #2025-01

Proposal of: _____
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), sample work order, together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed and/or a Town approved work order, as directed by the Town.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or the resulting contract.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with town, county, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
11. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
12. This bid is for a non-exclusive contract and the Town intends on awarding one or more contracts hereunder.
13. The following officer, director or agent of the Bidder is also an employee of the Town.

Address

14. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	Address

15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB #2025-01

SCHEDULE OF VALUES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

Attachment				
Schedule of Values				
Item	Description of Bid Item	Unit	Standard Price	Emergency Price
General Conditions				
GC-1	Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS	--	
GC-2	NON-Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS		--
GC-3	M.O.T for Work Blocking Lane	EA		
GC-4	M.O.T. for Work Requiring Road Closure	EA		
GC-5	Density Tests (actual cost reimbursement by Town)	--	--	--
GC-6	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by Town)	--	--	--
GC-7	Installation, Maintenance, and Removal of Temporary Road Entrance	EA		
Furnish and install 18" (16 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-01	0' - 6' foot Deep	LF		
STM-02	6' - 8' foot Deep	LF		
Furnish and install 24" (16 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-03	0' - 6' foot Deep	LF		
STM-04	6' - 8' foot Deep	LF		
Furnish and install 36" (14 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-05	0' - 6' foot Deep	LF		
STM-06	6' - 8' foot Deep	LF		
STM-07	8' - 10' foot Deep	LF		
Furnish and install 48" (12 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-08	0' - 6' foot Deep	LF		
STM-09	6' - 8' foot Deep	LF		
STM-10	8' - 10' foot Deep	LF		
STM-11	10' - 12' foot Deep	LF		
Furnish and install 60" (10 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-11	0' - 6' foot Deep	LF		
STM-12	6' - 8' foot Deep	LF		
STM-13	8' - 10' foot Deep	LF		
STM-14	10' - 15' foot Deep	LF		
Furnish and install 72" (10 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-15	0' - 6' foot Deep	LF		
STM-16	6' - 8' foot Deep	LF		
STM-17	8' - 10' foot Deep	LF		
STM-18	10' - 15' foot Deep	LF		
Furnish and install 96" (8 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				

STM-19	0' - 6' foot Deep	LF		
STM-20	6' - 8' foot Deep	LF		
STM-21	8' - 10' foot Deep	LF		
STM-22	10' - 15' foot Deep	LF		
Furnish and install 18" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-23	0' - 6' foot Deep	LF		
STM-24	6' - 8' foot Deep	LF		
Furnish and install 24" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-25	0' - 6' foot Deep	LF		
STM-26	6' - 8' foot Deep	LF		
Furnish and install 36" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-27	0' - 6' foot Deep	LF		
STM-28	6' - 8' foot Deep	LF		

Attachment				
Schedule of Values				
Item	Description of Bid Item	Unit	Standard Price	Emergency Price
STM-29	8' - 10' foot Deep	LF		
Furnish and install 48" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-30	0' - 6' foot Deep	LF		
STM-31	6' - 8' foot Deep	LF		
STM-32	8' - 10' foot Deep	LF		
STM-33	10' - 12' foot Deep	LF		
Furnish and install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/Frame and grate in Utility Right of Way at a depth of:				
STM-34	0' - 4' foot Deep	EA		
STM-35	4' - 6' foot Deep	EA		
STM-36	6' - 8' foot Deep	EA		
STM-37	Optional Pollution Control Device	EA		
Restoration				
R-1	Removal and disposal of 6" thick concrete	SF		
R-2	Furnish & Install 4" Concrete without wire	SF		
R-3	Furnish & Install 6" Concrete without wire	SF		
R-4	Furnish & Install Florida Department of Transportation "D" Curb - by hand	LF		
R-5	Furnish & Install Florida Department of Transportation "D" Curb - by machine	LF		
R-6	Furnish & Install Florida Department of Transportation "F" Curb - by hand	LF		
R-7	Furnish & Install Florida Department of Transportation "F" Curb - by machine	LF		
R-8	Furnish & Install Florida Department of Transportation Valley Gutter - by hand	LF		
R-9	Furnish & Install Florida Department of Transportation Valley Gutter - by machine	LF		
R-10	Furnish & Install Bahia Sod - up to 1,000 SF	SF		
R-11	Furnish & Install Bahia Sod - over to 1,000 SF	SF		
R-12	Furnish & Install Floratam Sod - up to 1,000 SF	SF		
R-13	Furnish & Install Floratam Sod - over to 1,000 SF	SF		
R-14	Furnish & Install Florida Department of Transportation Seed & Mulch Mix	SF		
R-15	Furnish Operator, Water Truck, and Irrigate Sod or Seed Mix	HR		

R-16	Removal and disposal of Existing Asphalt Pavement	SY		
R-17	Mill Existing Pavement (3/4" - 1" average)	SY		
R-18	Furnish and Install Asphalt Overlay, Type SP-12.5 (3/4" - 1" average)	SY		
R-19	Furnish and Install 2-1/2" Type SP-12.5 Asphalt	SY		
R-20	Florida Department of Transportation Section 121 Flowable Fill (Excavatable)	CY		
R-21	Base shell rock Florida Department of Transportation Code 11	SY		
R-22	6" Lime rock/Crushed Concrete Base, primed	SY		
R-23	8" Lime rock/Crushed Concrete Base, primed	SY		
R-22	12" Compacted Subgrade, 98% T-180	SY		
Well Point System and De-Watering				
WP-1	Well Point system up to 150 points complete with pump and jetting equipment and monitoring	DAY		
Imported Backfill & Removal of In-Situ Material				
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY		
BF-2	Imported Backfill & compaction	CY		

LUMP SUM PRICES FOR SPECIFIC PROJECTS

The scope of work and design plans for four specific projects are attached as Exhibit A. These projects will be awarded on a lump sum basis. Pricing should be based on the schedule of values. These projects may be awarded to one contractor as a whole or individually to separate contractors based on the best interests of the Town, including consideration of the scheduling and availability of contractor(s) to complete the work in a timely manner. These four projects are anticipated to be completed within 150 days of the award of the bid in total and within 30 days of the issuance of a work order for any individual project.

<u>Project</u>	<u>Lump Sum Amount</u>
F Road and Collecting Canal Road Culvert Bridge*	\$
Kerry Lane Culvert Bridge	\$
Folsom and 25 th Culvert Bridge	\$
Bunny Lane Culvert Bridge	\$
Total of above projects	\$

*This project is estimated to cost at least \$300,000. The remainder of the projects are estimated to cost less than \$300,000.

[REMAINDER OF PAGE LEFT INTENTIONLLY BLANK]

(B5)**IFB #2025-01****SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of
subcontract work

1.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
2.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
3.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

** The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that sub-contractor performing any work.

(B6)**IFB #2025-01****CONTRACTOR VERIFICATION FORM****PRIME BIDDER:**

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes

_____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes

_____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)**IFB #2025-01****LIST OF REFERENCES**

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

(B8)

IFB #2025-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of _____ }
 County of _____ }

_____, being first duly sworn, disposes and says that:
 (Name)

1. I am the _____ of _____, the
 (Title) (Name of Company)
 Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
 _____ (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____ day of _____, 202____, by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

 Notary Public

(B9)**IFB #2025-01****DRUG FREE WORKPLACE CERTIFICATION**

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

(B10)

IFB #2025-01
FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐

If Not Applicable – Check this Box and sign below.

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
 - Included in the specifications for this bid or
 - Are identified as: _____
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

(B11)**IFB #2025-01****CONTRACTOR'S MATERIAL SUPPLIERS**

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

(B12)

IFB #2025-01

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

(B13)**IFB #2025-01****SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes, as amended from time to time.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 202____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

(B14)**IFB #2025-01****CONFLICT OF INTEREST STATEMENT**

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Firm shall disclose to the Town any possible conflicts of interests. The Firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

(B15)**IFB #2025-01****STATE OF FLORIDA E-VERIFY FORM**

Contract No:

Financial Project No(s):

Project Description:

Contractor acknowledges and agrees to the following:

Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract (including all renewals); and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Authorized Signature: _____

Company/Firm: _____

Print Name: _____

Title: _____

Date: _____

IFB #2025-01

EXHIBIT A

SCOPE OF WORK

(Detailed Scope of Work for General Culvert Services -Construction, Replacement, Maintenance and Repairs and Scopes of Work for Individual Projects (Including those over \$300,000))



155 F Road Loxahatchee Groves, FL 33470

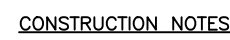
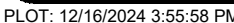
Project Scope: Bunny Lane at D Road Culvert Replacements

The objective of the project is to replace the culverts at Bunny Ln at D Road.

Work to be performed:

1. Removal of existing crossing and 31 LF of 48" CMP. Demolition includes install of 2 culvert dams and 2 turbidity barriers.
2. Removal and relocation of approximately 30 LF of 12" CMP. Includes asphalt pavement restoration of D Rd, quantity to be determined based on relocation. The Town of Loxahatchee Groves will coordinate with the property owner prior to construction.
3. Protection of 2 existing outfall pipes to the north and south of turbidity barriers.
4. Installation of 40 LF of 96" CMP culvert.
5. Canal bank to be regraded with sand cement rip-rap and rubble rock rip-rap 20' from the end wall and reshaped per detail extending 50' from culvert.
6. New crossing of limerock to be widened and shifted south of current location.
7. Contractor to restore all areas disturbed to original condition or better, including sod and stop and street name signs.

The Contractor shall be responsible for all construction and restoration in accordance with the approved plans and specifications, scheduling all inspections deemed necessary with the Town of Loxahatchee Groves and the EOR for project certification purposes, and maintaining all stormwater pollution prevention measures for the project.



- 1) BEDDING SHALL CONSIST OF 100MM GRANULAR MATERIAL, OR WASHED AND GRADDED LIME/SAND 7:87 RATIO WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS NUCC, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
- 2) REPLACEMENT BASE MATERIAL OVER EXIST SHALL BE TWO TIMES THE ORIGINAL BASE THICKNESS OR 24" MINIMUM, WHICHEVER IS GREATER. FOR THOROUGHFARE PAVEMENT ROADS.
- 3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
- 4) BASE MATERIAL (FOR ROADWAY PRODUCTION DESIGN STANDARDS) SHALL BE PLACED IN TWO OR THREE LAYERS (3" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
- 5) * SURFACE TRANSITION AREA [SEE PLANS FOR LOCATION].
- 6) 1" MINIMUM, OF SP-12.5 ASPHALT CONCRETE WITH 70% PRIME COAT AT 11.0 O/GAUS/SQ. YD.
- 7) PREP SHALL BE PLACED IN A DRY TRENCH. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DRAINAGE PERMITS.

GENERAL NOTES

- ALL ROADWAY EMBANK WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE TAP STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- DENSITY TESTS SHALL BE TAKEN IN 1' LIFTS ABOVE THE PPE AT INTERVALS OF 200 TO MAXIMUM 23 SETS MAXIMUM. ONE ON THE OTHER SIDE OF ROAD.
- TESTS REQUIRED BY THE TOWN ENGINEER. RESULTS SHALL BE SUBMITTED TO THE TOWN AS PART OF THEIR CLERK REPORT REVIEW.
- ENGINEER OF RECORD WILL PROVIDE FURTHER ILLUMINATION DURING THE SHIRTS OF THE OPEN- CUT AREA BEGINNING WITH THE ROAD CLOSURE.
- THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT. A SMOOTH TEMPORARY PATCH (MINIMUM 12" ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADE(S) OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO CURE FOR 24 HOURS BEFORE TRAFFIC IS ALLOWED TO CROSS THE PATCH.
- COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 60 DAYS PERIOD. ALTERNATIVE TEMPORARY PROTECTION FOR ROADWAY SHALL BE INSTALLED IMMEDIATELY.
6. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE TOWNS RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
7. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DRIVE/CUT WATER MAINS (BLUE), DYE SANITARY MAINS (GREEN), DYE DECLARED WATER MAINS (RED), GAS MAINS (YELLOW), OR AS REQUESTED BY THE TOWN ENGINEER.

NTS

- DEMOLITION:

- ALL ELEVATIONS ARE BASED ON
THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (NAVD 88)



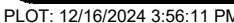
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E. TARA. L. BAMBER, P.E.
NO. 69957

CULVERT REPLACEMENT PROJECT
BUNNY LANE AND D ROAD
LOXAHATCHEE GROVES, PALM BEACH COUNTY, FL
DEMOLITION PLAN

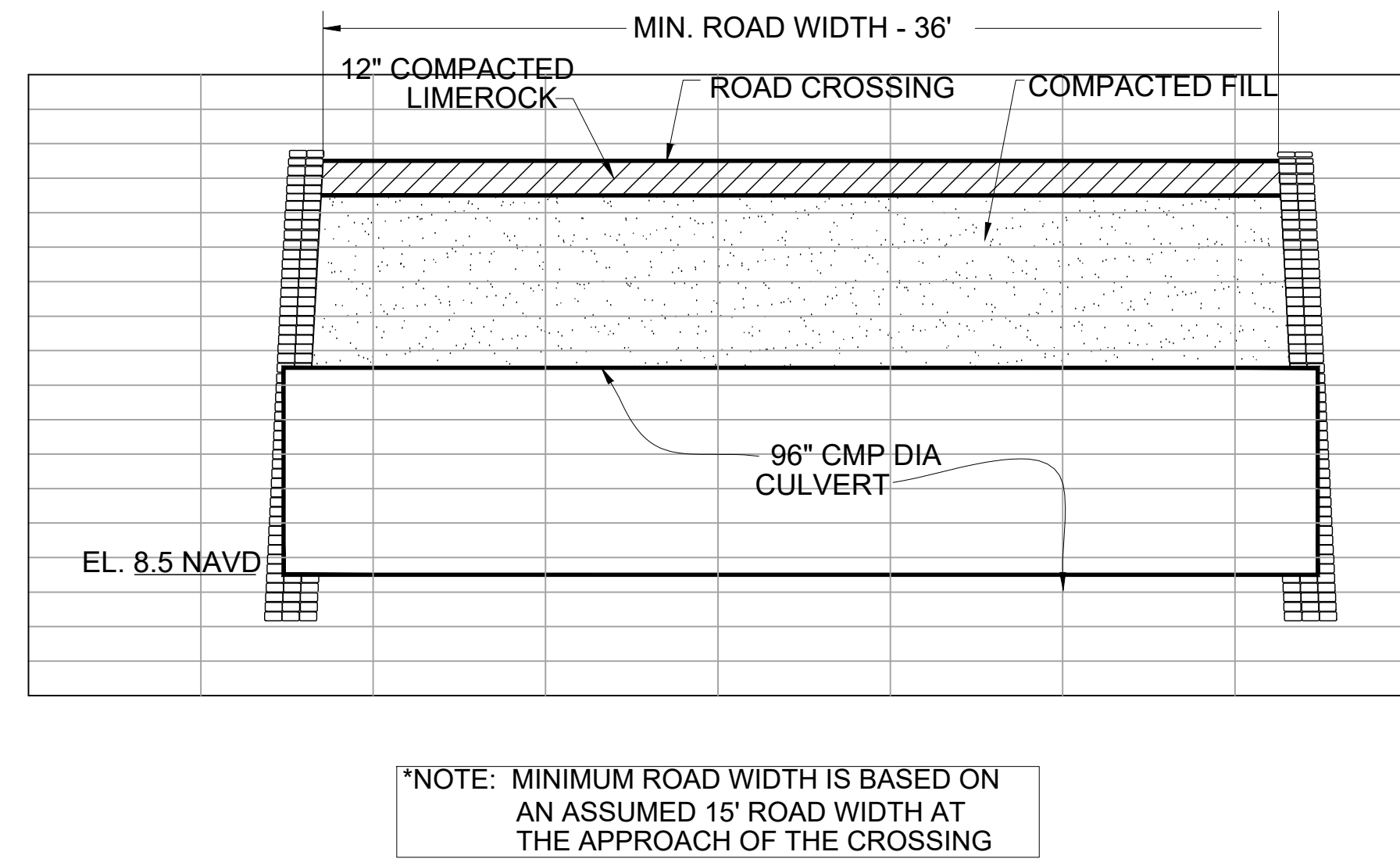
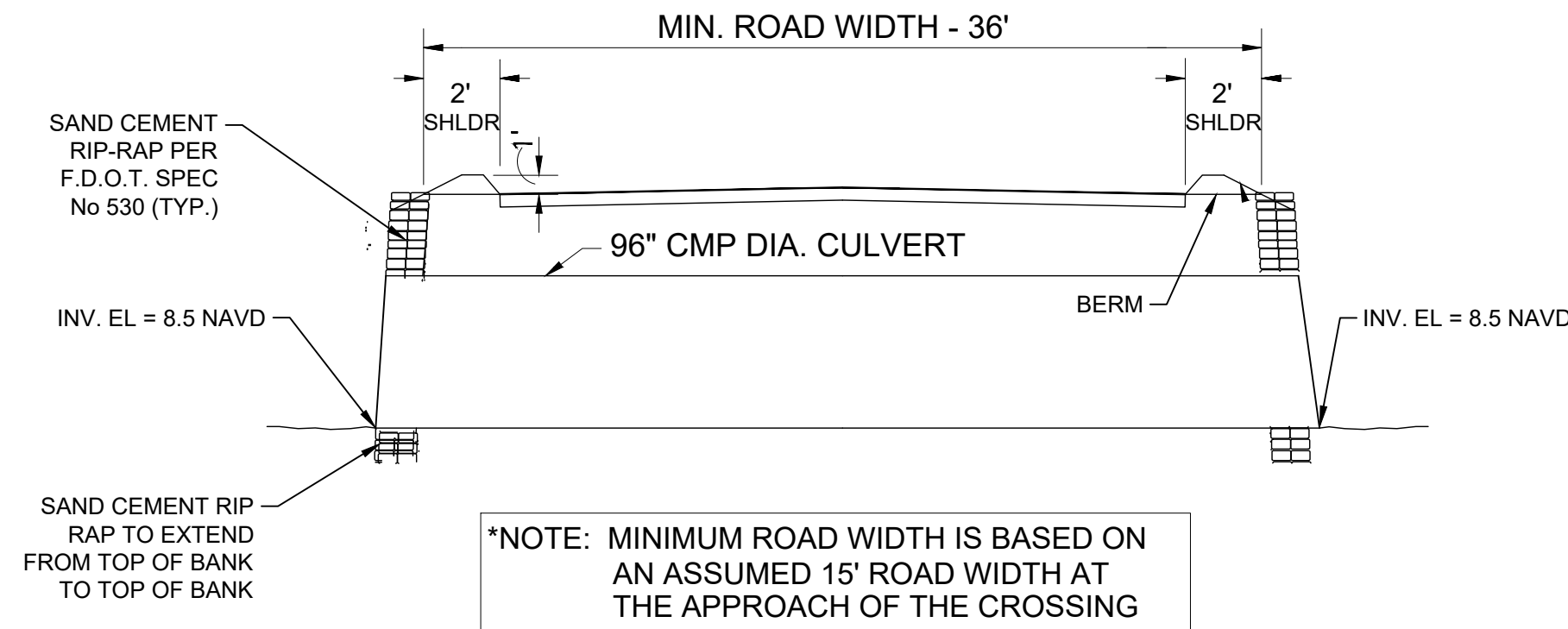
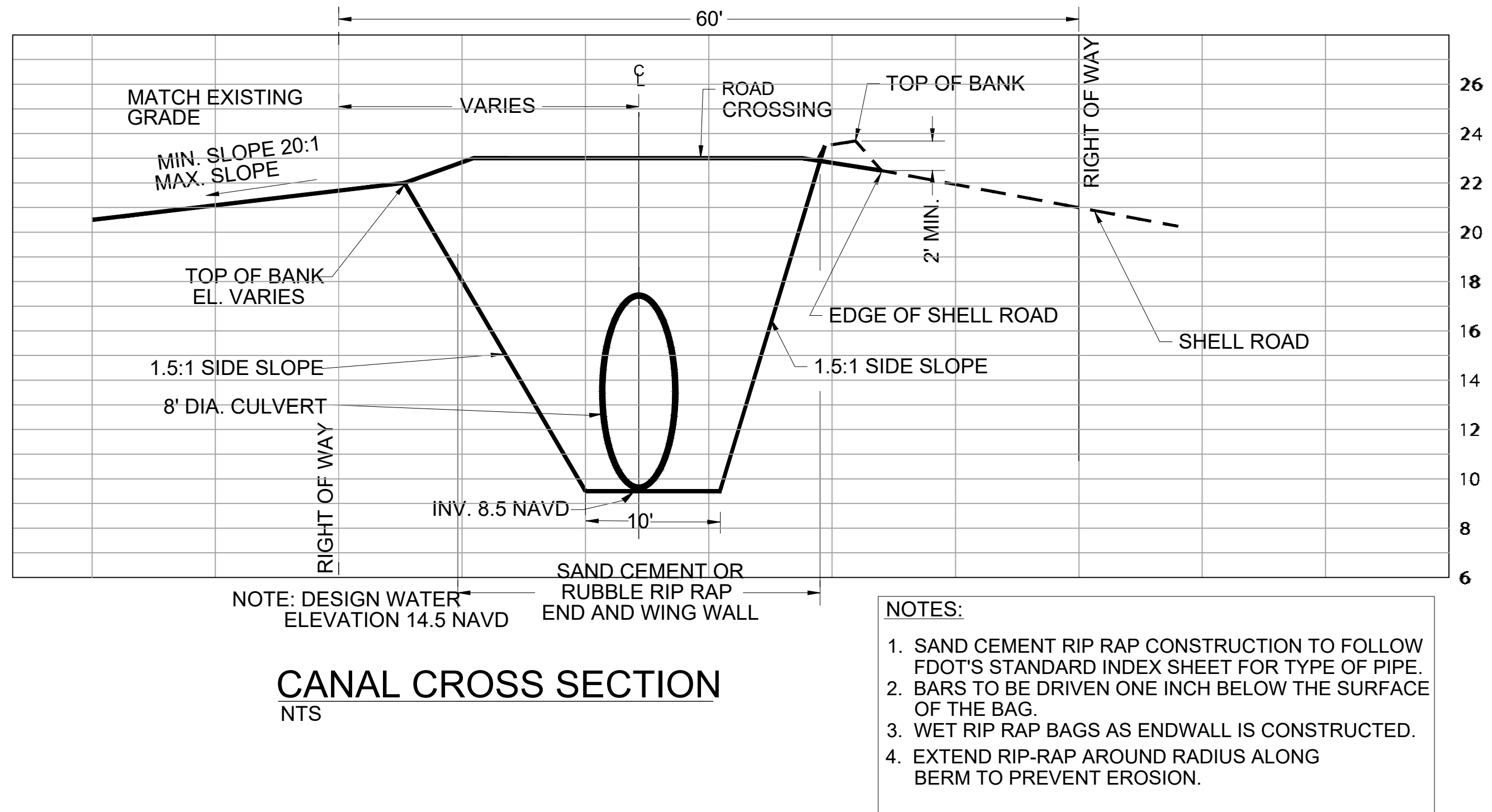
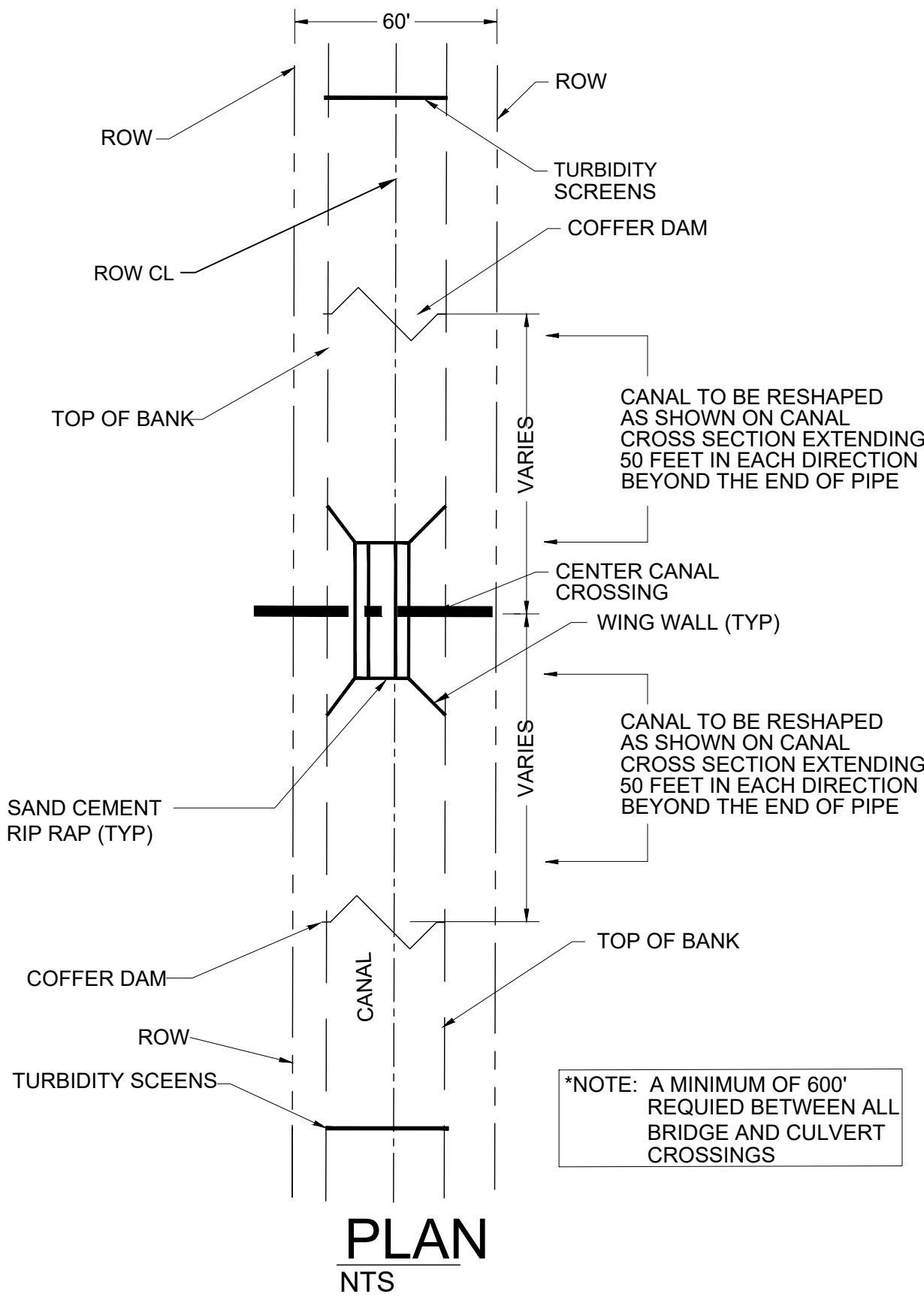


JOB NO. 22138.120 DATE DECEMBER 5, 2024	
C-1 3 DRAWN KAK PROJECT ENGINEER KAK PROJECT MANAGER ETLB CHECKED ACS	JOB NO. 22138.120 DATE DECEMBER 5, 2024

288

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL NECESSARY PRECAUTIONS NECESSARY TO AVOID THE MONUMENTS DURING CONSTRUCTION. IS A MONUMENT IS DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE MONUMENT AT NO ADDITIONAL COST TO THE OWNER OR THE DISTRICT.
2. ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL, AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER. CLEAN GRANULAR FILL MATERIAL SHALL BE USED FOR BACKFILL AND PLACED IN 12 INCH LIFTS OR LESS AS REQUIRED BY COMPACTION. COMPACTION OF BACKFILLS TO BE 95% OF THE MAXIMUM DENSITY PER AASHTO T-180.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GENERAL PUBLIC. DRAWING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, AND FLAGMEN AS NECESSARY FOR TRAFFIC SAFETY, DURING CONSTRUCTION.
4. ALL CONCRETE SHALL BE A MINIMUM OF 3,000 PSI UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL COMPLY WITH ALL OF THE SAFETY REQUIREMENTS OF THE TRENCH, DRAIN SAFETY ACT, DRAWING INSTALLATION OF THE CULVERT CANAL CROSSING.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT CONDITIONS AS ISSUED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT AND OTHER GOVERNMENT AGENCIES
7. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF ANY TEST TO ARRANGE FOR THE WATER CONTROL DISTRICT TO HAVE A REPRESENTATIVE PRESENT, IF REQUIRED.
8. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE FOR INSPECTIONS OF THE CONSTRUCTION
9. CONTRACTOR TO PROVIDE SILT SCREENS OR OTHER ENVIRONMENTAL MEASURES TO CONTROL TURBIDITY TO STATUTORY/REGULATORY LEVELS IN THE CANAL UP AND DOWNSTREAM DURING CONSTRUCTION
10. CONTRACTOR TO PROVIDE D. O. T. APPROVED LIME ROCK FOR ROAD CROSSING.
11. CONTRACTOR TO DIG CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT PIPE
12. ALL AREAS DISTURBED DRAWING CONSTRUCTION ALONG CANAL, INCLUDING MAINTENANCE EASEMENT AND CANAL BANKS, TO BE SEATED AND MULCHED PER DOT SPECIFICATIONS.
13. CONTRACTOR TO MAINTAIN WATER FLOW BY MEANS OF A BYPASS DRAWING INSTALLATION OF THE CULVERT, UNLESS OTHERWISE DIRECTED BY THE DISTRICT. THIS BYPASS MUST BE APPROVED BY LOXAHATCHEE GROVES WATER CONTROL DISTRICT PRIOR TO BEGINNING CONSTRUCTION.
14. ALL CORRUGATED STIFF PIPE COUPLING BANDS SHALL CONFORM TO AASHTO M 36 SPECIFICATION
15. ALL CORRUGATED STEEL PIPE SHALL BE BITUMINOUS COATED IN ACCORDANCE WITH THE REQUIREMENTS AASHTO M190, FOR TYPE A (FULLY BITUMINOUS COATED)
16. WHERE ALUMINUM PIPE IS USED, IF BITUMINOUS COATED, IT SHALL MEET THE AASHTO SPACE M190 TYPE A, SPECIFICATION FOR BITUMINOUS COATING
17. REINFORCED CONCRETE PIPE (RCP) PARENTHESES SHALL CONFORM TO THE FDOT SECTION 941 OF THE LATEST STANDARD SPECIFICATIONS
18. MAINTENANCE SIDE OF CANAL TO BE SLOPED AT 20:1 MIN. / 8:1 MAX. AWAY FROM TOP OF BANK.
19. ALL GROUND VEGETATION AND TREES WITHIN RIGHT OF WAY AND MAINTENANCE EASEMENT TO BE REMOVED FOR ENTIRE LENGTH OF PROPERTY FRONTAGE
20. PERMIT TO HAVE A REGISTERED LAND SURVEYOR PROVIDE CROSS SECTIONS OF CANAL AND ROADWAY FOR PRE- AND POST- CONSTRUCTION AND AS-BUILTS
21. PERMIT TO HAVE A REGISTERED ENGINEER DESIGN AND PROVIDE SIGNED AND SEALED DRAWINGS FOR THE CULVERT CROSSING
22. PERSONS INSTALLING CULVERTS OR BRIDGES WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FEE AND MUST FIELD VERIFY, TO THE DISTRICT ENGINEER'S SATISFACTION THAT THE UNIFORM STANDARDS HAS BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.



CULVERT CROSSINGS
SOUTH OF
OKEECHOBEE BOULEVARD

ADOPTED
FEBRUARY 10, 2003



Know what's below.
Call before you dig.

E. TARA L. BAMBER, P.E., PROFESSIONAL ENGINEER LICENSE NO. 69957.
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REVISIONS		Item 9.
NO.	DATE	REMARKS

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E. TARA L. BAMBER, P.E. NO. 69957	

CULVERT REPLACEMENT PROJECT BUNNY LANE AND D ROAD LOXAHATCHEE GROVES, PALM BEACH COUNTY, FL	
DETAILS	



DATE	DECEMBER 5, 2024	DRAWN	KAK	PROJECT ENGINEER	KAK	PROJECT MANAGER	ETLB	CHECKED	ACS
PROJECT NO.	C-3	JOB NO.	22138.120	3					



155 F Road Loxahatchee Groves, FL 33470

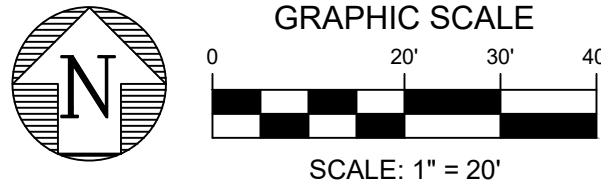
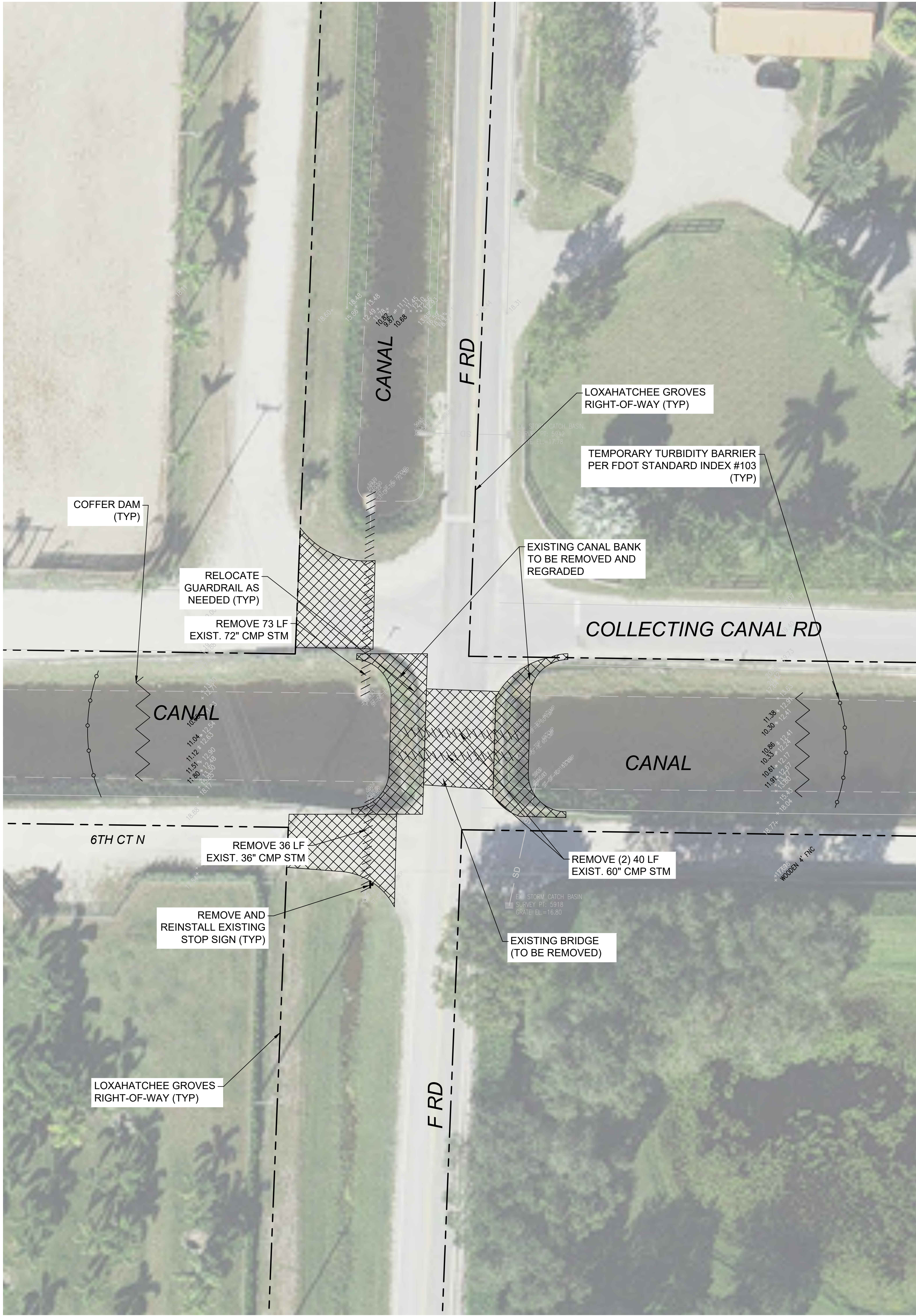
Project Scope: Collecting Canal Road, 6th Court North and F Rd Culvert Replacements

The objective of the project is to replace the culverts at F Rd and Collecting Canal.

Work to be performed:

1. Removal of existing asphalt pavement crossing, canal banks and (2) 40 LF of 60" CMP culverts. Demolition includes install of 2 culvert dams and 2 turbidity barriers.
2. Removal and relocation of 73 LF of 72" CMP for 80 LF 96" CMP across Collecting Canal Rd with sand cement rip-rap and rubble rock rip-rap. Includes asphalt pavement restoration of Collecting Canal Rd. The culvert is within the Town's right-of-way.
3. Removal and relocation of 36 LF 36" CMP for 40 LF 36" CMP across 6th Ct. North. Includes base rock restoration of 6th Ct. N. The culvert is within the Town's right-of-way.
4. Installation (2) 60 LF of 75" CMP culverts including canal bank to be regraded with sand cement rip-rap and rubble rock rip-rap 20' from the end wall and reshaped per detail extending 50' from culvert.
5. New crossing is asphalt pavement to be placed as shown on plans.
6. Add horse trail west of the roadway on the F Rd crossing.
7. An existing private culvert across 6th Ct. N. discharging to Collecting Canal, on the east side of F Rd shall be protected and incorporated into the new canal bank.
8. Contractor to restore all areas disturbed to original condition or better, including sod and stop and street name signs.

This project is permitted through South Florida Water Management District and the Town of Loxahatchee Groves, FL. The Contractor shall be responsible for all construction and restoration in accordance with the approved plans and specifications, scheduling all inspections deemed necessary with the Town of Loxahatchee Groves and the EOR for project certification purposes, and maintaining all stormwater pollution prevention measures for the project.

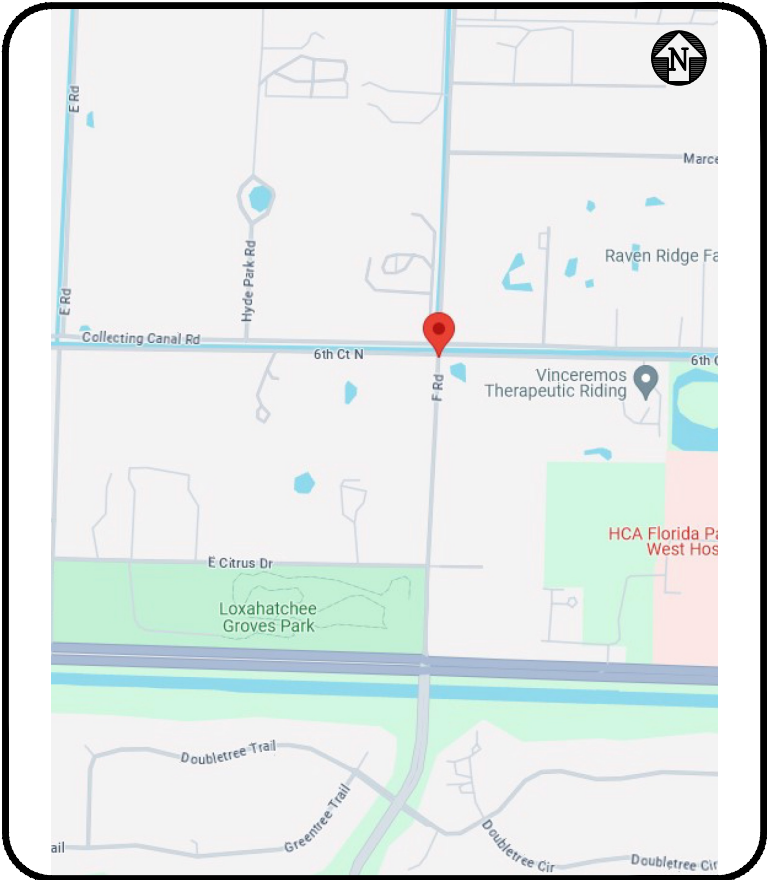


DEMOLITION LEGEND

- DEMOLISH
- TRAFFIC SIGN
- FLOATING TURBIDITY BARRIER
- PIPE TO BE REMOVED

DEMOLITION:

- CONTRACTOR SHALL OBTAIN A "DEWATERING GENERAL WATER USE PERMIT" FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO COMMENCING DEWATERING UNLESS THE WORK QUALIFIES FOR A "NO-NOTICE" AUTHORIZATION AS DESCRIBED IN RULE 40E-20.302(3) OF THE FLORIDA ADMINISTRATIVE CODE.
- IF ENGINEER HAS ALREADY OBTAINED A DEWATERING PERMIT, CONTRACTOR SHALL BE RESPONSIBLE FOR EITHER FOLLOWING THE PERMIT REQUIREMENTS, OR REVISING THE PERMIT WITH SFWMD TO CONFORM WITH CONTRACTOR'S PLANNED MEANS AND METHODS FOR THE DEWATERING.
- CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE WORK AS CONSTRUCTION PROCEEDS. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF PROTECTION.
- SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE ENGINEER IMMEDIATELY. COOPERATE WITH RESPONSIBLE UTILITY COMPANIES IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION.
- DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE RESPECTIVE UTILITY OWNER.
- CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT INJURY ALL PIPES, POLES, UTILITIES, WALLS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE VICINITY OF WORK, WHETHER ABOVE OR BELOW THE GROUND, OR THAT MAY APPEAR IN THE TRENCH. CONTRACTOR SHALL TAKE ALL RISKS ATTENDANT TO THE PRESENCE OR PROXIMITY OF PIPES, POLES, WALLS, BUILDINGS, AND OTHER STRUCTURES AND PROPERTY, OF EVERY KIND AND DESCRIPTION, IN OR OVER HIS TRENCHES, EXCAVATIONS OR IN THE VICINITY OF HIS WORK, WHETHER ABOVE OR BELOW THE GROUND AND SHALL BE RESPONSIBLE FOR ALL DAMAGE AND ASSUME ALL EXPENSE FOR DIRECT OR INDIRECT INJURY, CAUSED BY HIS WORK, TO ANY OF THEM, OR TO ANY PERSON OR PROPERTY BY REASON OF INJURY TO THEM, WHETHER SUCH STRUCTURES ARE OR ARE NOT SHOWN ON THE DRAWINGS.
- PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, BENCHMARKS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EXCAVATING OPERATIONS.
- PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- WHEN EXCAVATIONS EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL MEET THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S EXCAVATION SAFETY STANDARDS 29 C.F.R.S. 1926.650, SUBPART P.
- MATERIAL BELOW SUBGRADE DEEMED UNSUITABLE SHALL BE REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- EXCAVATION IN THE VICINITY OF ADJACENT FACILITIES SHALL BE PERFORMED BY MEANS THAT WILL NOT DAMAGE THE FACILITIES. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE FACILITY'S OWNER AT NO ADDITIONAL COST TO OWNER.
- TRENCH BOTTOM SHALL BE SHAPED TO CONFORM TO PIPE BELLS OR OTHER SHAPE IRREGULARITIES OF SPECIAL APPURTENANCES.
- WHERE A TRENCH CROSSES EXISTING PAVED AREAS OR ROADWAYS WHICH HAVE NOT BEEN SCHEDULED TO BE REPAVED ON THE DRAWINGS, THE PAVED AREA SHALL BE SAW CUT, RIPPING OF PAVEMENT FOR TRENCHES WITH EXCAVATION EQUIPMENT WILL NOT BE ALLOWED.
- SATISFACTORY EXCAVATED MATERIALS SHALL BE STOCKPILED UNTIL REQUIRED FOR BACKFILL. STOCKPILES SHALL BE PLACED, GRADED AND SHAPED FOR PROPER DRAINAGE.
- SOIL MATERIALS SHALL BE LOCATED AND RETAINED AWAY FROM EDGES OF EXCAVATIONS.
- EXCESS AND/OR UNSATISFACTORY MATERIALS SHALL BE DISPOSED OF OFFSITE.
- GENERAL: PROVIDE BORROW SOIL MATERIALS WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.
- SATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUPS, FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, VEGETATION, AND OTHER DELETERIOUS MATTER.
- UNSATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH AND PT, OR A COMBINATION OF THESE GROUPS. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
- BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES IN DEPTH AS MEASURED BEFORE COMPACTION. EACH LAYER SHALL BE COMPACTED TO AT LEAST THE MINIMUM PERCENTAGE OF A MODIFIED PROCTOR (ASTM D1557) SPECIFIED IN THE COMPACTION SCHEDULED IN PARAGRAPH 3.03.
- IT IS THE INTENTION THAT THE FILL MATERIALS WITH RESPECT TO MOISTURE BE USED IN THE CONDITION THEY ARE EXCAVATED INsofar AS THIS IS PRACTICABLE. MATERIAL WHICH IS TOO WET SHALL BE SPREAD ON THE FILL AREA AND PERMITTED TO DRY, ASSISTED BY HARROWING IF NECESSARY, UNTIL THE MOISTURE CONTENT IS REDUCED TO ALLOWABLE LIMITS.
- UNSUITABLE AND SURPLUS EXCAVATED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED AND DISPOSED OF OFF SITE.
- SUITABLE EXCAVATED MATERIAL MAY BE USED FOR FILL OR BACKFILL IF IT MEETS THESE SPECIFICATIONS.
- REPAIR AND RE-ESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS.



LOCATION MAP
N.T.S.

ALL ELEVATIONS ARE BASED ON
THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (NAVD 88)

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DATE	DRAWN	CHK	PROJECT ENGINEER	ETLB	ETLB	ACS
JANUARY 2, 2025						
C-1						
3						
JOB NO.	22138.89					

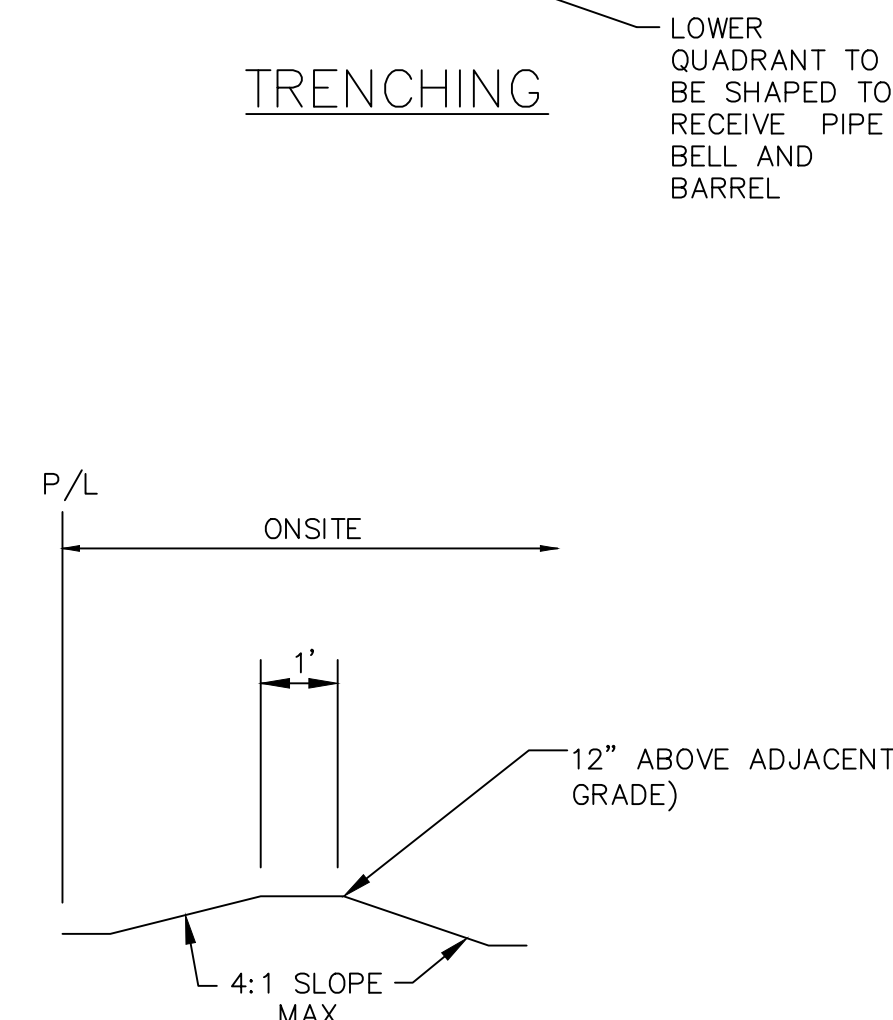
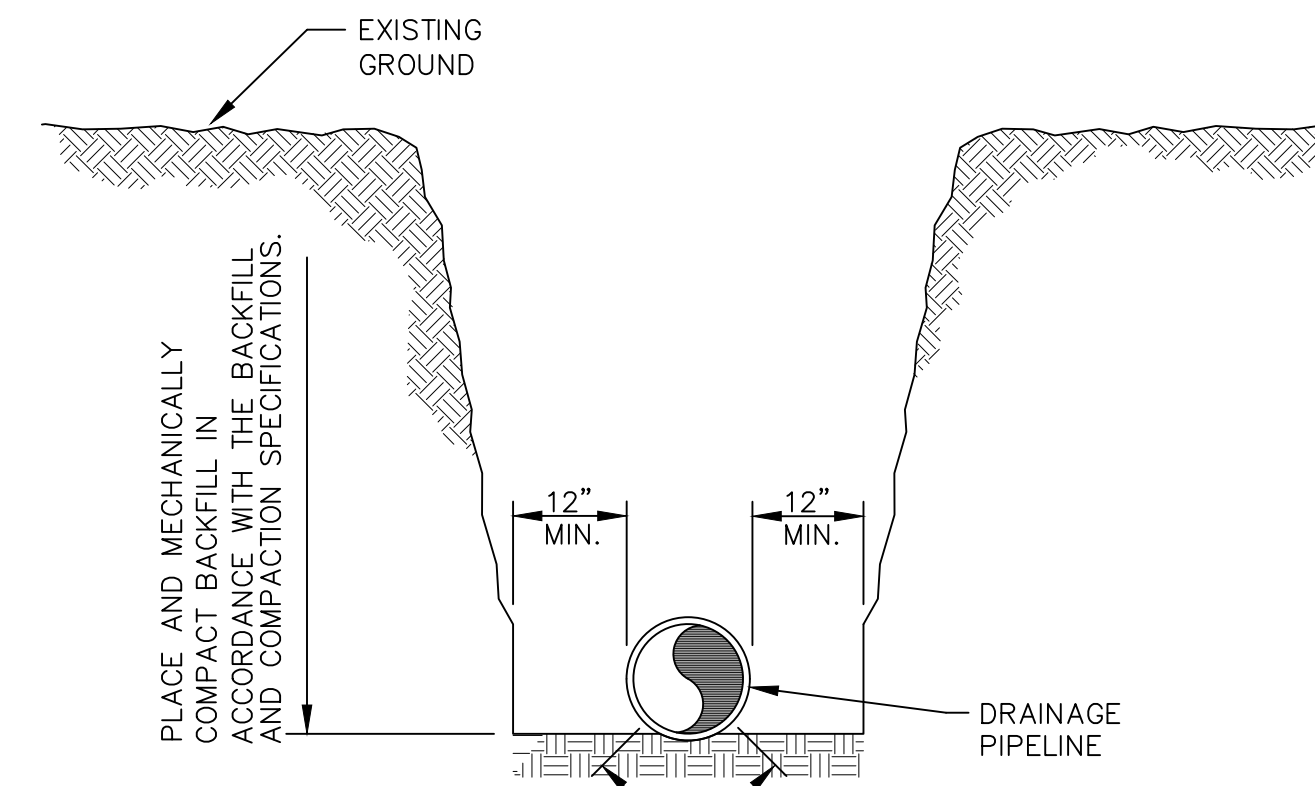
COLLECTING CANAL RD, 6TH CT N, AND F ROAD CULVERT
LOXAHATCHEE GROVES
PALM BEACH COUNTY, FLORIDA
DEMOLITION AND EROSION CONTROL PLAN



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NO. 69957

REVISIONS	NO.	DATE	REMARKS



CONSTRUCTION PROCEDURES

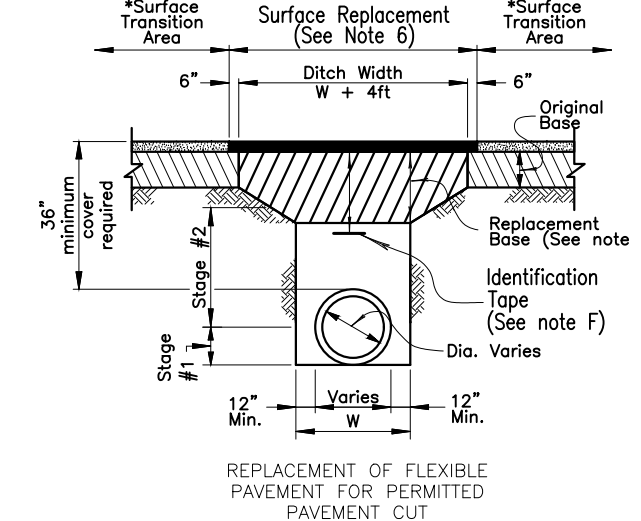
THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LIFTS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

STAGE 1:

THE CONTRACTOR SHALL PROVIDE ADEQUATE
COMPACTED FILL BENEATH THE HAUNCHES
OF THE PIPE, USING MECHANICAL TAMPS
SUITABLE FOR THIS PURPOSE. THIS
COMPACTION APPLIES TO THE MATERIAL
PLACED BENEATH THE HAUNCHES OF THE
PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:

THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.



CONSTRUCTION NOTES

- 1)BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LEADER 3/8" - 7/8" SIZING W/ 2% FINE, OR GREATER STRUCTURAL ADJACENCY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS WICKS, DEBRIS, ETC. SHALL BE REMOVED.
- 2)REPLACED BASE MATERIAL OVER DITCH SHALL BE TWO TIMES THE ORIGINAL BASE THICKNESS OR 24" MINIMUM, WHICHEVER IS GREATER, FOR THOROUGHFARE PLAN READS.
- 3)ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
- 4)BASE MATERIAL (PER ROADWAY PRODUCTION DESIGN STANDARDS) SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
- 5) SLOPE TRANSITION AREA (SEE PLANS FOR LOCATION).
- 6)2.5", MINIMUM, OF 19-25 ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 CAL/GS. 1/2.
- 7)2PE SHALL BE PLACED IN A DRY TRENCH. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

GENERAL NOTES

- A. ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.
- B. DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 300 FT MAXIMUM (2 SETS MINIMUM, ON EACH EITHER SIDE OF ROAD CENTERLINE) OR AS DIRECTED BY THE TOWN ENGINEER. RESULTS SHALL BE SUBMITTED TO THE TOWN AS PART OF THEIR CLOSEOUT REPORT.
- C. ENGINEER-OF-RECORD WILL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-OUT OPERATION.
- D. IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.25" ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TOWN ENGINEER OF RECORD SHALL BE NOTIFIED IMMEDIATELY OF ANY SUCH PATCHES. THE TOWN ENGINEER OF RECORD HAS THE RIGHT TO RETAIN THE RIGHT TO USE POSTED SUEITY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED WITHIN 45 DAYS OF THE OPENING. ALTERNATIVE TEMPORARY PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE TOWN ENGINEER.
- E. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE TOWN'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
- F. CONTINUOUS 4" WIDE PAIN STRIPS IS REQUIRED FOR 50/50 WATER MAINS (BLUE), 60/40 SANITARY MAINS (GREEN), 80/20 SANITARY MAINS (PURPLE), 100% SANITARY MAINS (YELLOW), OR AS REQUIRED BY THE TOWN ENGINEER.

PROPOSED LEGEND

- | | |
|---|----------------------------|
|  | ASPHALT |
|  | SAND CEMENT RIP-RAP |
|  | ROCK RIP-RAP |
|  | HORSE TRAIL |
|  | BASEROCK |
|  | TRAFFIC SIGN |
|  | FLOATING TURBIDITY BARRIER |
|  | GUARDRAIL |

GENERAL NOTES

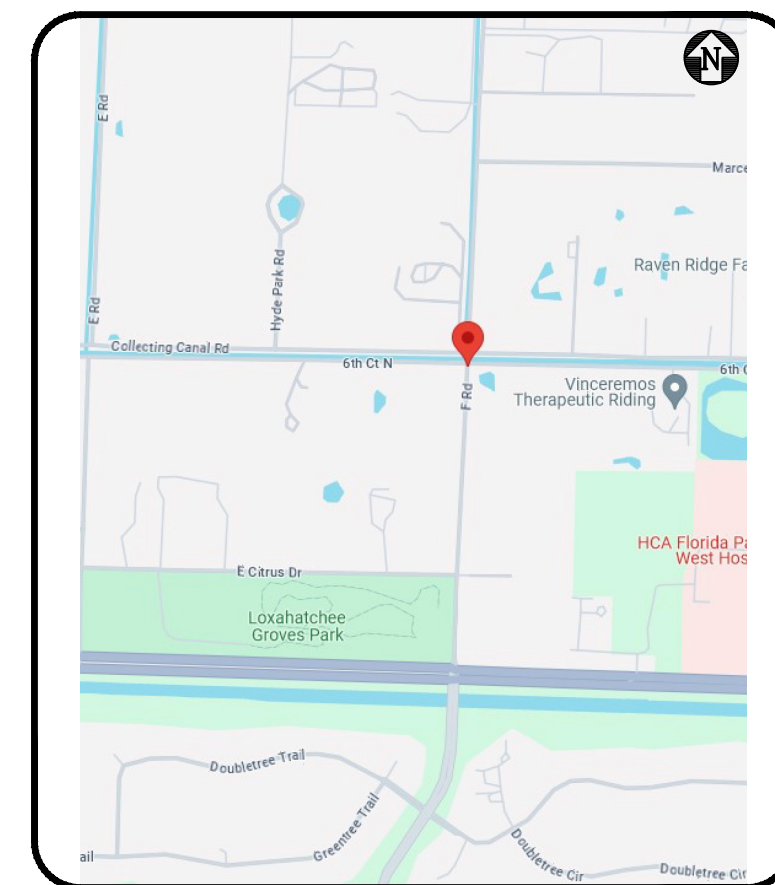
1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29) ADD 1.48' TO NAVD 88 ELEVATION.
2. FINISHED GRADES SHALL MATCH EXISTING, UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL RESTORE DISRUPTIONS TO SERVICES OR ACCESSIBILITY WITHIN 48 HOURS.
4. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. ON DECEMBER 11, 2023
5. ALL WORK SHALL BE PERFORMED IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL LOXAHATCHEE GROVES WATER CONTROL DISTRICT, TOWN OF LOXAHATCHEE GROVES, AND FDOT STANDARDS.
6. CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED TO ORIGINAL CONDITION OR BETTER. ALL RESTORATION WORK SHALL MEET THE REQUIREMENTS OF THE TOWN OF LOXAHATCHEE GROVES.
7. MAINTAIN TRAFFIC THROUGH THE WORK AREA IN ACCORDANCE WITH INDEX 600, 602 AND 603 (AS APPLICABLE) OF THE FDOT STANDARDS. NOT MORE THAN ONE HALF OF THE ROAD CAN BE CLOSED TO TRAFFIC DURING DAYLIGHT HOURS. THE ENTIRE ROAD WIDTH SHALL BE OPEN TO TRAFFIC AT NIGHT. CONTRACTOR SHALL PROVIDE THE TOWN OF LOXAHATCHEE GROVES A MINIMUM OF 1 WEEK NOTICE FOR LANE CLOSURES.

DRAINAGE:

1. PIPE SHALL BE PROTECTED DURING STORAGE AND HANDLING AGAINST IMPACT SHOCKS AND FREE FALL. PIPE SHALL BE KEPT CLEAN AT ALL TIMES.
2. ALL PIPE SHALL BE CAREFULLY INSTALLED STARTING AT THE LOWEST END, WITH HUBS UPGRADE AND TONGUE END FULLY ENTERED INTO THE HUB.
3. ANY PIPE THAT IS NOT IN TRUE ALIGNMENT OR WHICH SHOWS ANY SETTLEMENT AFTER INSTALLATION SHALL BE TAKEN UP AND RE-INSTALLED AT NO ADDITIONAL COST TO OWNER.
4. PLACE PLUGS IN ENDS OF UNCOMPLETED PIPE AT END OF DAY OR WHENEVER WORK STOPS.
5. RUBBER GASKETS FOR CONCRETE PIPE JOINTS SHALL MEET THE REQUIREMENTS OF THE 2007 EDITION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 942. THE GASKET AND THE SURFACE OF THE PIPE JOINT, INCLUDING THE GASKET RECESS, SHALL BE CLEAN AND FREE FROM GRIT, DIRT, AND OTHER FOREIGN MATTER AT THE TIME THE JOINTS ARE MADE.
6. PIPE SHALL BE SET FIRMLY, ACCORDING TO THE LINES AND GRADE; AND PREPARATORY TO MAKING JOINTS, ALL SURFACES OF THE PORTION OF THE PIPE TO BE JOINTED SHALL BE THOROUGHLY CLEANED. THE PIPE SHALL BE LAID WITH THE GROOVE UPSTREAM. A SHALLOW EXCAVATION SHALL BE MADE UNDERNEATH THE PIPE AT THE JOINT.
7. IMMEDIATELY PRIOR TO INSTALLATION OF CONCRETE PIPE, THE ENTIRE INTERIOR OF THE GROOVE OF THE PIPE ALREADY INSTALLED, AND THE RUBBER GASKET OF THE PIPE TO BE INSTALLED SHALL BE COATED WITH AN APPROVED VEGETABLE SOAP LUBRICANT. THE GROOVE AND SPIGOT ENDS SHALL BE CLEANED PRIOR TO APPLICATION OF THE LUBRICANT. THE PIPE SHALL THEN BE ALIGNED WITH THE PREVIOUSLY INSTALLED PIPE AND THE JOINT PULLED TOGETHER. THE JOINT SHALL BE PULLED BY THE USE OF INTERIOR OR EXTERIOR PULL JACKS OR WINCHES, ANCHORED BY SUITABLE MEANS. THE CHOICE OF METHOD AND TYPE OF EQUIPMENT WILL DEPEND ON TRENCH CONDITIONS, TYPE AND SIZE OF PIPE, AND ITS ABILITY TO PROPERLY SEAT THE GASKET. IF, WHILE MAKING THE JOINT, THE GASKET BECOMES LOOSE AND CAN BE SEEN THROUGH THE EXTERIOR JOINT RECESS WHEN THE JOINT IS PULLED UP TO WITHIN ONE INCH (1") OF CLOSURE, THE PIPE SHALL BE REMOVED AND THE JOINT REMADE.
8. WHEN SHOWN ON THE DRAWINGS, SEAL THE ENDS OF THE PIPE WITH A MASONRY PLUG A MINIMUM OF 8 INCHES IN THICKNESS.
9. INSTALL FILTER FABRIC JACKET AROUND THE FIRST JOINT OF ALL PIPE ENTERING OR LEAVING A DRAINAGE STRUCTURE AND AT ALL CONCRETE PIPE JOINTS. USE A FILTER FABRIC JACKET CONSISTING OF A PIECE OF WOVEN OR NON-WOVEN FILTER FABRIC WHICH PROVIDES AN APPARENT OPENING SIZE OF A NO. 70 TO NO. 100 SIEVE, 24 INCHES IN WIDTH AND A LENGTH SUFFICIENT TO PROVIDE A MINIMUM OVERLAP OF 24 INCHES. SECURE THE FILTER FABRIC JACKET AGAINST THE OUTSIDE OF THE CONCRETE PIPE BY STEEL OR PLASTIC STRAPPING.
10. CORRUGATED POLYETHYLENE PIPE
A. ASHTO M294, TYPE S SMOOTH WALL INTERIOR. CORRUGATIONS MAY ONLY BE ANNULAR. BELL AND SPIGOT JOINTS WITH A GASKET MEETING ASTM F477. WHEN PERFORATED PIPE IS SPECIFIED ON THE DRAWINGS, THE PERFORATIONS SHALL CONFORM TO THE REQUIREMENTS OF CLASS 1.
12. TRENCHES ARE TO BE DRY WHILE THE PIPE IS BEING LAID.
13. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND SECURING THE EXISTING DRAINAGE OUTFALLS DURING AND AFTER CONSTRUCTION.

ALL ELEVATIONS ARE BASED ON
THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (NAVD 88)

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LOCATION MAP
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COLLECTING CANAL RD, 6TH CT N, AND F ROAD CULVERT
LOXAHATCHEE GROVES
PALM BEACH COUNTY, FLORIDA
ENGINEERING PLAN

025 11:56 AM

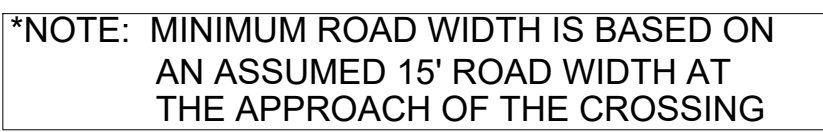
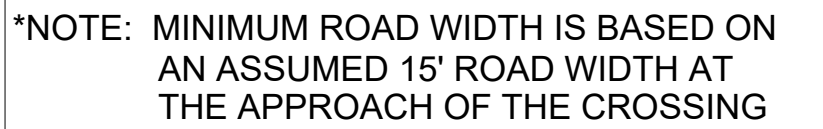
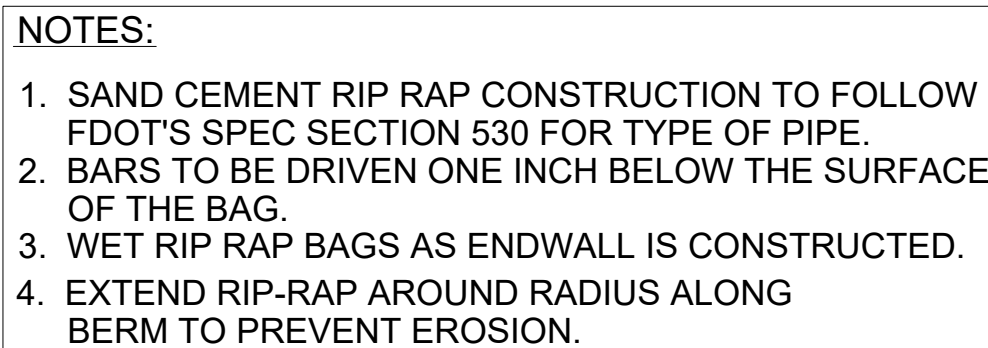
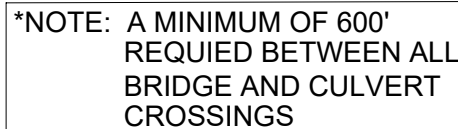


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1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND ALL NECESSARY PRECAUTIONS NECESSARY TO AVOID THE MONUMENTS DURING CONSTRUCTION. IS A MONUMENT IS DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE MONUMENT AT NO ADDITIONAL COST TO THE OWNER OR THE DISTRICT.
2. ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL, AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER. CLEAN GRANULAR FILL MATERIAL SHALL BE USED FOR BACKFILL AND PLACED IN 12 INCH LIFTS OR LESS AS REQUIRED BY COMPACTION. COMPACTION OF BACKFILLS TO BE 95% OF THE MAXIMUM DENSITY PER AASHTO T-180.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GENERAL PUBLIC, DRAINAGE CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, AND FLAGMEN AS NECESSARY FOR TRAFFIC SAFETY, DURING CONSTRUCTION.
4. ALL CONCRETE SHALL BE A MINIMUM OF 3,000 PSI UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL COMPLY WITH ALL OF THE SAFETY REQUIREMENTS OF THE TRENCH, DRAIN SAFETY ACT, DRAWING INSTALLATION OF THE CULVERT CANAL CROSSING.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT CONDITIONS AS ISSUED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT AND OTHER GOVERNMENT AGENCIES
7. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF ANY TEST TO ARRANGE FOR THE WATER CONTROL DISTRICT TO HAVE A REPRESENTATIVE PRESENT, IF REQUIRED.
8. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE FOR INSPECTIONS OF THE CONSTRUCTION
9. CONTRACTOR TO PROVIDE SILT SCREENS OR OTHER ENVIRONMENTAL MEASURES TO CONTROL TURBIDITY TO STATUTORY/REGULATORY LEVELS IN THE CANAL UP AND DOWNSTREAM DURING CONSTRUCTION
10. CONTRACTOR TO PROVIDE D. O. T. APPROVED LIME ROCK FOR ROAD CROSSING.
11. CONTRACTOR TO DIG CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT PIPE
12. ALL AREAS DISTURBED DURING CONSTRUCTION ALONG CANAL, INCLUDING MAINTENANCE EASEMENT AND CANAL BANKS, TO BE SEATED AND MULCHED PER DOT SPECIFICATIONS.
13. CONTRACTOR TO MAINTAIN WATER FLOW BY MEANS OF A BYPASS DRAWING INSTALLATION OF THE CULVERT, UNLESS OTHERWISE DIRECTED BY THE DISTRICT. THIS BYPASS MUST BE APPROVED BY LOXAHATCHEE GROVES WATER CONTROL DISTRICT PRIOR TO BEGINNING CONSTRUCTION.
14. ALL CORRUGATED STIFF PIPE COUPLING BANDS SHALL CONFORM TO AASHTO M 36 SPECIFICATION
15. ALL CORRUGATED STEEL PIPE SHALL BE BITUMINOUS COATED IN ACCORDANCE WITH THE REQUIREMENTS AASHTO M190, FOR TYPE A (FULLY BITUMINOUS COATED)
16. WHERE ALUMINUM PIPE IS USED, IF BITUMINOUS COATED, IT SHALL MEET THE AASHTO M190 TYPE A, SPECIFICATION FOR BITUMINOUS COATING
17. REINFORCED CONCRETE PIPE (RCP) PARENTHESES SHALL CONFORM TO THE FDOT SECTION 941 OF THE LATEST STANDARD SPECIFICATIONS
18. MAINTENANCE SIDE OF CANAL TO BE SLOPED AT 20:1 MIN. / 8:1 MAX. AWAY FROM TOP OF BANK.
19. ALL GROUND VEGETATION AND TREES WITHIN RIGHT OF WAY AND MAINTENANCE EASEMENT TO BE REMOVED FOR ENTIRE LENGTH OF PROPERTY FRONTAGE
20. PERMIT TO HAVE A REGISTERED LAND SURVEYOR PROVIDE CROSS SECTIONS OF CANAL AND ROADWAY FOR PRE- AND POST- CONSTRUCTION AND AS-BUILTS
21. PERMIT TO HAVE A REGISTERED ENGINEER DESIGN AND PROVIDE SIGNED AND SEALED DRAWINGS FOR THE CULVERT CROSSING
22. PERSONS INSTALLING CULVERTS OR BRIDGES WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FINE AND MUST FURNISH VERIFICATION TO THE DISTRICT ENGINEER'S SATISFACTION THAT THE UNIFORM STANDARDS HAS BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.



CULVERT CROSSINGS
SOUTH OF
OKEECHOBEE BOULEVARD



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TARA L. BAMBER, P.E.

COLLECTING CANAL RD, 6TH CT N, AND F ROAD CULVERT
LOXAHATCHEE GROVES
PALM BEACH COUNTY, FLORIDA
DETAILS

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JOB NO. 22138.89		DATE JANUARY 2, 2025	
C-3 3	DRAWN MK		
	PROJECT ENGINEER ETLB		
	PROJECT MANAGER ETLB		
	CHECKED ACS		



155 F Road Loxahatchee Groves, FL 33470

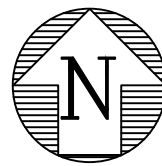
Project Scope: Kerry Lane at F Rd Culvert Replacements

The objective of the project is to replace the culverts at Kerry Lane and F Rd.

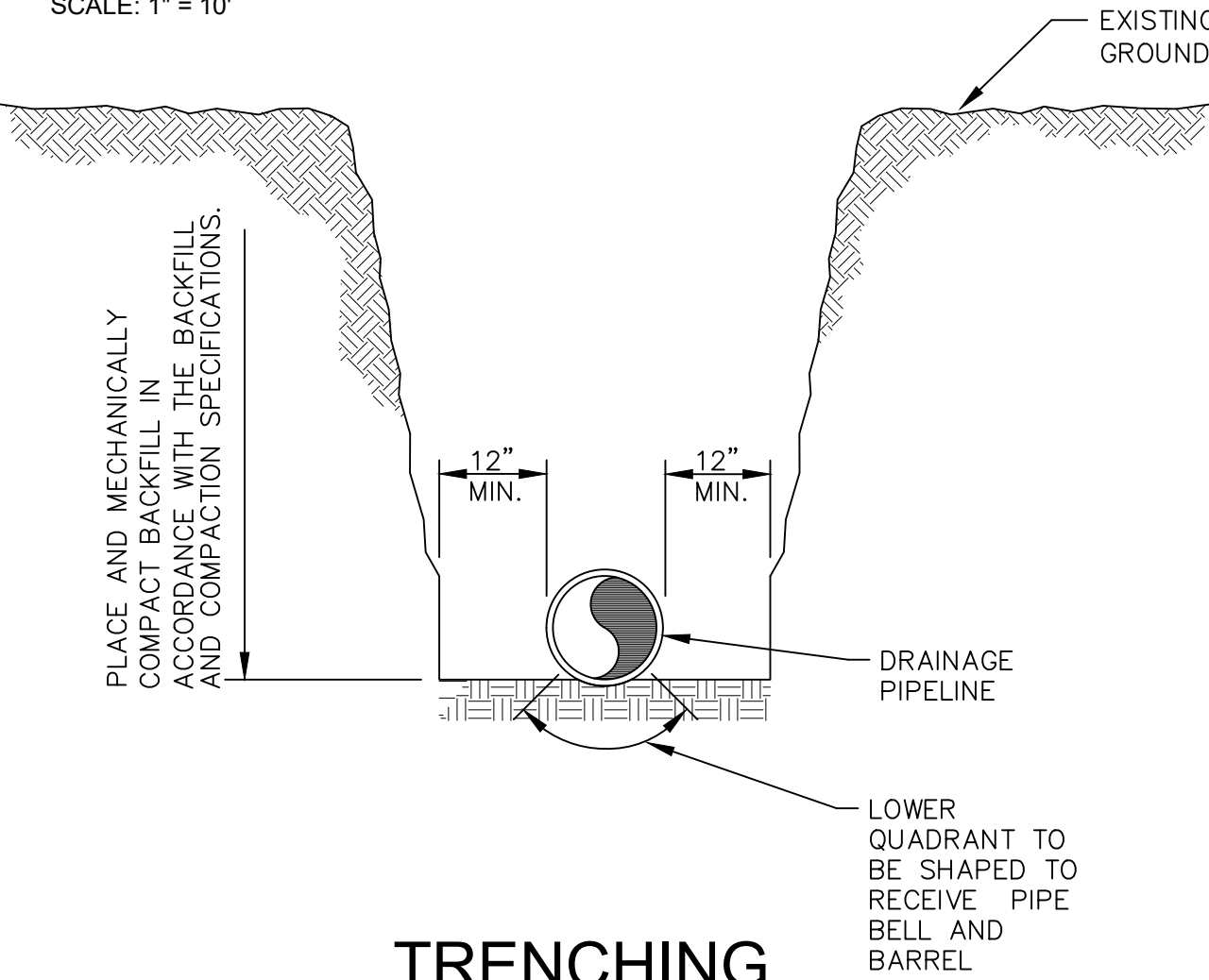
Work to be performed:

1. Removal of existing asphalt pavement crossing and 30 LF of 72" CMP. Demolition includes install of 2 culvert dams and 2 turbidity barriers.
2. Removal and relocation of approximately 40 LF of 18" CMP across F Rd from the north side of 17th Rd. N and 40 LF 18" CMP across F Rd from the south side of 17th Rd. N. Includes asphalt pavement restoration of F Rd, quantities of pavement repair and culverts to be determined based on relocation. The culverts are within the Town's right-of-way.
3. Existing horse trail west of the canal is to remain and to be protected.
4. Installation of 40 LF of 96" CMP culvert.
5. Canal bank to be regraded with sand cement rip-rap and rubble rock rip-rap 20' from the end wall and reshaped per detail extending 50' from culvert.
6. New crossing is asphalt pavement to be centered off the existing crossing.
7. Contractor to restore all areas disturbed to original condition or better, including sod and stop and street name signs.

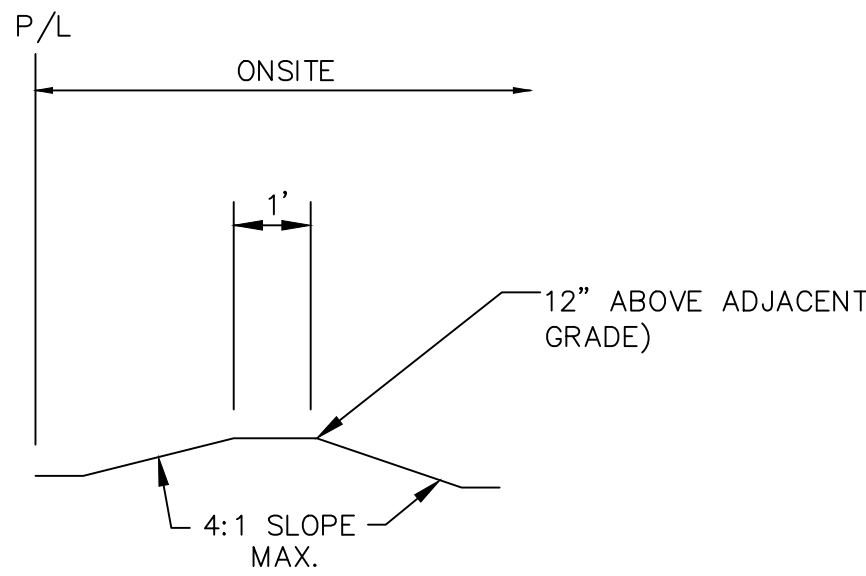
The Contractor shall be responsible for all construction and restoration in accordance with the approved plans and specifications, scheduling all inspections deemed necessary with the Town of Loxahatchee Groves and the EOR for project certification purposes, and maintaining all stormwater pollution prevention measures for the project.



GRAPHIC SCALE
0 10' 15' 20'
SCALE: 1" = 10'



TRENCHING NTS



PERIMETER BERM DETAIL NTS

CONSTRUCTION PROCEDURES

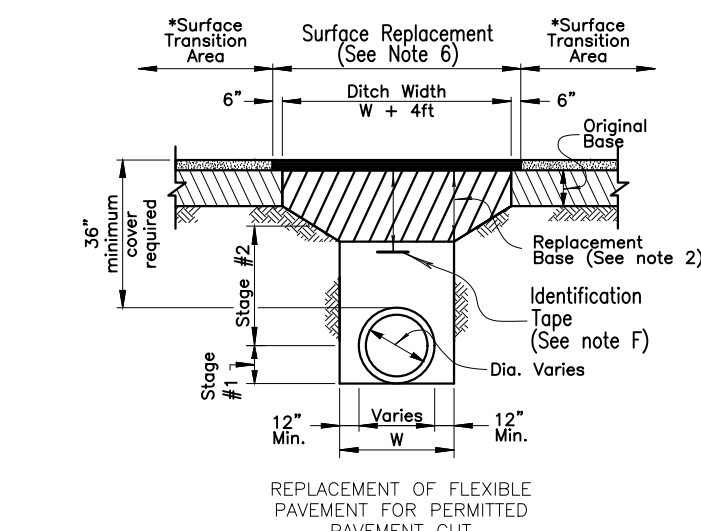
THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LIFTS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY ASTM T-180.

STAGE 1:

THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTOR APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:

THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.



CONSTRUCTION NOTES

- 1) BEDDING SHALL CONSIST OF (IN-SITU) GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNDESIRABLE IN-SITU MATERIALS SUCH AS ALGAE, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
- 2) REPLACED BASE MATERIAL OVER DITCH SHALL BE TWO TIMES THE ORIGINAL BASE THICKNESS OR 24" MINIMUM, WHICHEVER IS GREATER. FOR THOROUGHFARE PLAN ROADS.
- 3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
- 4) BASE MATERIAL (PER ROADWAY PRODUCTION DESIGN STANDARD) SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
- 5) "SURFACE TRANSITION AREA" (SEE PLAN FOR LOCATION).
- 6) 2" MINIMUM OF SP-12.5 ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD.
- 7) PIPE SHALL BE PLACED IN A DRY TRENCH. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEWATERING PERMITS.

GENERAL NOTES

- A. ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- B. DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 300 FT MAXIMUM (2 SETS MINIMUM, ONE ON EITHER SIDE OF ROAD CENTERLINE) OR AS DIRECTED BY THE TOWN ENGINEER. RESULTS SHALL BE SUBMITTED TO THE TOWN AS PART OF THEIR CLOSEOUT REVIEW.
- C. ENGINEER-OF-RECORD WILL PROVIDE FULL-TIME SUPERVISION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
- D. IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 12" ASPHALT) SHALL BE INSTALLED, PROTECTIVELY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE TOWN RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE TOWN ENGINEER.
- E. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE TOWN'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
- F. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DP/PCP WATER MAINS (BLUE), DIP SANITARY MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

OPEN CUT PIPE INSTALLATION FOR TOWN ROADS (LOXAHATCHEE GROVES RIGHT-OF-WAY) NTS

DEMOLITION LEGEND

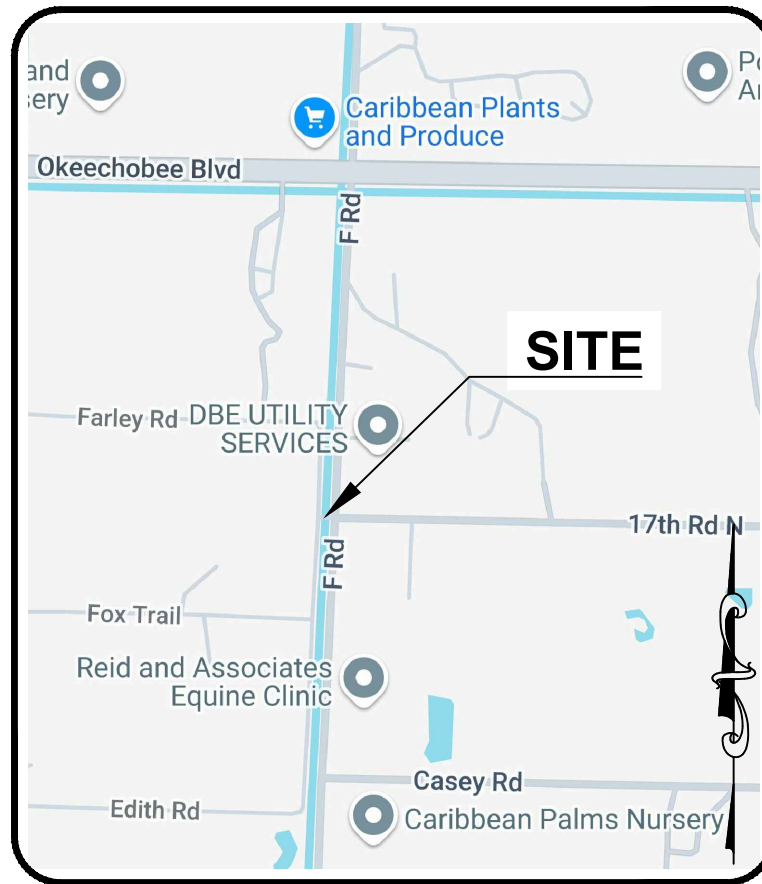
- DEMOLISH
- TRAFFIC SIGN
- FLOATING TURBIDITY BARRIER
- PIPE TO BE REMOVED

DEMOLITION:

1. CONTRACTOR SHALL OBTAIN A "DEWATERING GENERAL WATER USE PERMIT" FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO COMMENCING DEWATERING UNLESS THE WORK QUALIFIES FOR A "NO-NOTICE" AUTHORIZATION AS DESCRIBED IN RULE 40E-20.302(3) OF THE FLORIDA ADMINISTRATIVE CODE.
2. IF ENGINEER HAS ALREADY OBTAINED A DEWATERING PERMIT, CONTRACTOR SHALL BE RESPONSIBLE FOR EITHER FOLLOWING THE PERMIT REQUIREMENTS, OR REVISING THE PERMIT WITH SFWMD TO CONFORM WITH CONTRACTOR'S PLANNED MEANS AND METHODS FOR THE DEWATERING.
3. CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE WORK AS CONSTRUCTION PROCEEDS. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF PROTECTION.
4. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE ENGINEER IMMEDIATELY. COOPERATE WITH RESPONSIBLE UTILITY COMPANIES IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION.
5. DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE RESPECTIVE UTILITY OWNER.
6. CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT INJURY ALL PIPES, POLES, UTILITIES, WALLS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE VICINITY OF WORK, WHETHER ABOVE OR BELOW THE GROUND, OR THAT MAY APPEAR IN THE TRENCH. CONTRACTOR SHALL TAKE ALL RISKS ATTENDANT TO THE PRESENCE OR PROXIMITY OF PIPES, POLES, WALLS, BUILDINGS, AND OTHER STRUCTURES AND PROPERTY, OF EVERY KIND AND DESCRIPTION, IN OR OVER HIS TRENCHES, EXCAVATIONS OR IN THE VICINITY OF HIS WORK, WHETHER ABOVE OR BELOW THE GROUND AND SHALL BE RESPONSIBLE FOR ALL DAMAGE AND ASSUME ALL EXPENSE FOR DIRECT OR INDIRECT INJURY, CAUSED BY HIS WORK, TO ANY OF THEM, OR TO ANY PERSON OR PROPERTY BY REASON OF INJURY TO THEM, WHETHER SUCH STRUCTURES ARE OR ARE NOT SHOWN ON THE DRAWINGS.
7. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, BENCHMARKS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EXCAVATING OPERATIONS.
8. PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
9. WHEN EXCAVATIONS EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL MEET THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S EXCAVATION SAFETY STANDARDS 29 C.F.R.S. 1926.650, SUBPART F.
10. MATERIAL BELOW SUBGRADE DEEMED UNSUITABLE SHALL BE REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
11. EXCAVATION IN THE VICINITY OF ADJACENT FACILITIES SHALL BE PERFORMED BY MEANS THAT WILL NOT DAMAGE THE FACILITIES. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE FACILITY'S OWNER AT NO ADDITIONAL COST TO OWNER.
12. TRENCH BOTTOM SHALL BE SHAPED TO CONFORM TO PIPE BELLS OR OTHER SHAPE IRREGULARITIES OF SPECIAL APPURTENANCES.
13. WHERE A TRENCH CROSSES EXISTING PAVED AREAS OR ROADWAYS WHICH HAVE NOT BEEN SCHEDULED TO BE REPAVED ON THE DRAWINGS, THE PAVED AREA SHALL BE SAW CUT, RIPPING OF PAVEMENT FOR TRENCHES WITH EXCAVATION EQUIPMENT WILL NOT BE ALLOWED.
14. SATISFACTORY EXCAVATED MATERIALS SHALL BE STOCKPILED UNTIL REQUIRED FOR BACKFILL. STOCKPILES SHALL BE PLACED, GRADED AND SHAPED FOR PROPER DRAINAGE.
15. SOIL MATERIALS SHALL BE LOCATED AND RETAINED AWAY FROM EDGES OF EXCAVATIONS.
16. EXCESS AND/OR UNSATISFACTORY MATERIALS SHALL BE DISPOSED OF OFFSITE.
17. GENERAL: PROVIDE BORROW SOIL MATERIALS WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.
18. SATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUPS, FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, VEGETATION, AND OTHER DELETERIOUS MATTER.
19. UNSATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH AND PT, OR A COMBINATION OF THESE GROUPS. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
20. BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES IN DEPTH AS MEASURED BEFORE COMPACTION. EACH LAYER SHALL BE COMPACTED TO AT LEAST THE MINIMUM PERCENTAGE OF A MODIFIED PROCTOR (ASTM D1557) SPECIFIED IN THE COMPACTION SCHEDULED IN PARAGRAPH 3.03.
21. IT IS THE INTENTION THAT THE FILL MATERIALS WITH RESPECT TO MOISTURE BE USED IN THE CONDITION THEY ARE EXCAVATED INSOFAR AS THIS IS PRACTICABLE. MATERIAL WHICH IS TOO WET SHALL BE SPREAD ON THE FILL AREA AND PERMITTED TO DRY, ASSISTED BY HARROWING IF NECESSARY, UNTIL THE MOISTURE CONTENT IS REDUCED TO ALLOWABLE LIMITS.
22. UNSUITABLE AND SURPLUS EXCAVATED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED AND DISPOSED OF OFF SITE.
23. SUITABLE EXCAVATED MATERIAL MAY BE USED FOR FILL OR BACKFILL IF IT MEETS THESE SPECIFICATIONS.
24. REPAIR AND RE-ESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS.

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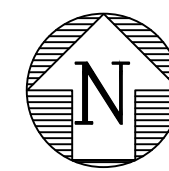
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CULVERT REPLACEMENT KERRY LANE AND F ROAD LOXAHATCHEE GROVES, PALM BEACH COUNTY, FL DEMOLITION PLAN

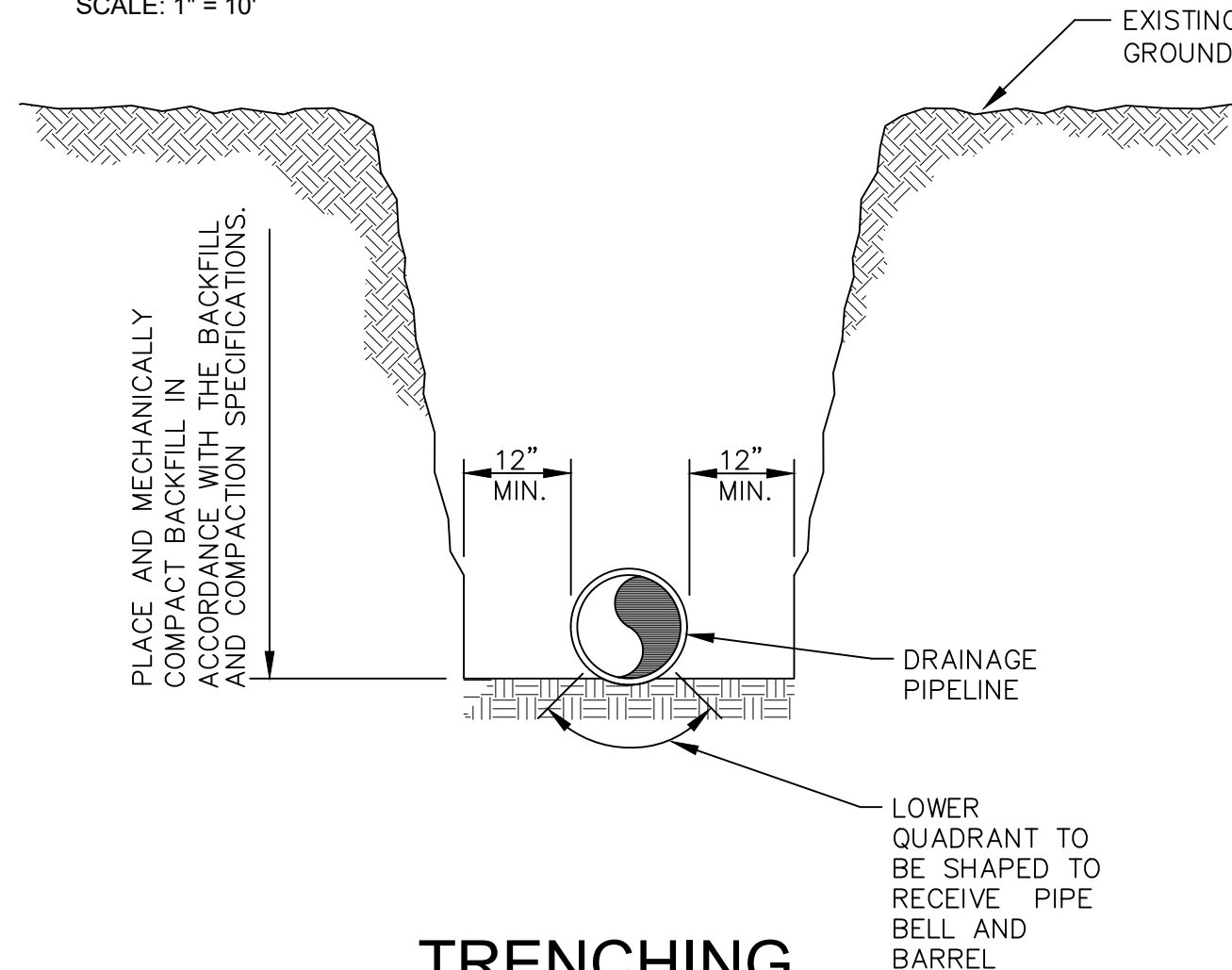
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DATE	DRAWN	PROJECT ENGINEER	PROJECT MANAGER	CHECKED
DECEMBER 5, 2024	KAK	KAK	ETLB	ACS
3				
JOB NO. 22138.121				
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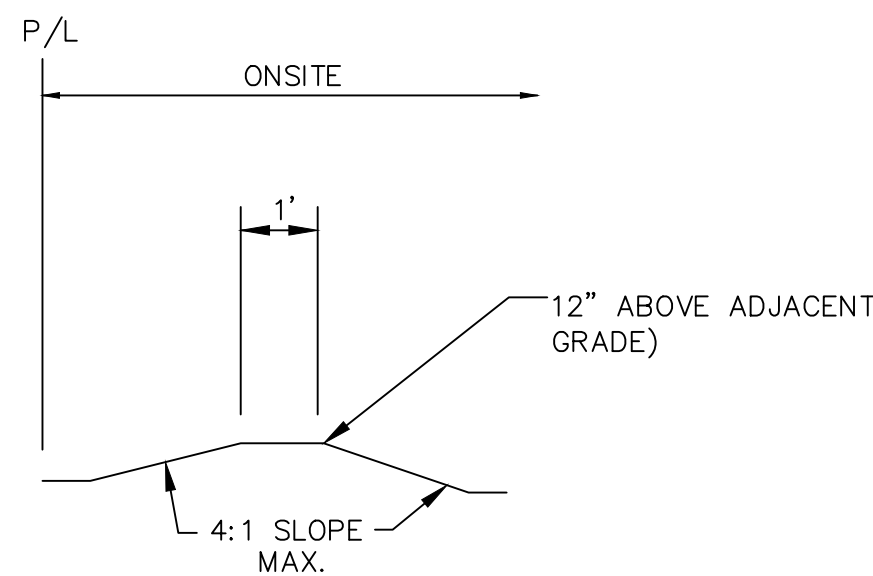




GRAPHIC SCALE
0 10' 15' 20'
SCALE: 1" = 10'



TRENCHING NTS



PERIMETER BERM DETAIL NTS

CONSTRUCTION PROCEDURES

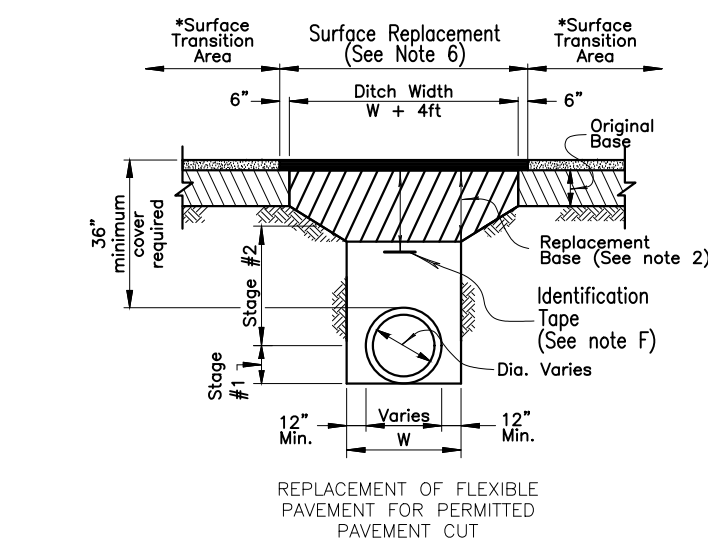
THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LIFTS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

STAGE 1:

THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTED FILL SHALL BE PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:

THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.



CONSTRUCTION NOTES

- 1) BEDDING SHALL CONSIST OF (IN-SITU) GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZES WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNDESIRABLE IN-SITU MATERIALS SUCH AS ALGAE, DEBRIS AND LARGE ROCKS SHALL BE REMOVED.
- 2) REPLACED BASE MATERIAL OVER DITCH SHALL BE TWO TIMES THE ORIGINAL BASE THICKNESS OR 24" MINIMUM, WHICHEVER IS GREATER. FOR THOROUGHFARE PLAN ROADS.
- 3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
- 4) BASE MATERIAL, PER ROADWAY PRODUCTION DESIGN STANDARD SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
- 5) *SURFACE TRANSITION AREA (SEE PLANS FOR LOCATION).
- 6) 2" MINIMUM OF SP-12.5 ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD.
- 7) PIPE SHALL BE PLACED IN A DRY TRENCH. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DRAINAGE PERMITS.

GENERAL NOTES

- A. ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- B. DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 300 FT MAXIMUM (2 SETS MINIMUM, ONE ON EITHER SIDE OF ROAD CENTERLINE) OR AS DIRECTED BY THE TOWN ENGINEER. RESULTS SHALL BE SUBMITTED TO THE TOWN AS PART OF THEIR CLOSEOUT REVIEW.
- C. ENGINEER-OF-RECORD WILL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
- D. IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 12" ASPHALT) SHALL BE INSTALLED, PROTECTING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE TOWN RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE TOWN ENGINEER.
- E. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE TOWN'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
- F. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIPPY/PCP WATER MAINS (BLUE), DIP SANITARY MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE A.P.W.A.

PROPOSED LEGEND

- ASPHALT
- SAND CEMENT RIP-RAP
- ROCK RIP-RAP
- EXISTING HORSE TRAIL
- TRAFFIC SIGN
- FLOATING TURBIDITY BARRIER

GENERAL NOTES:

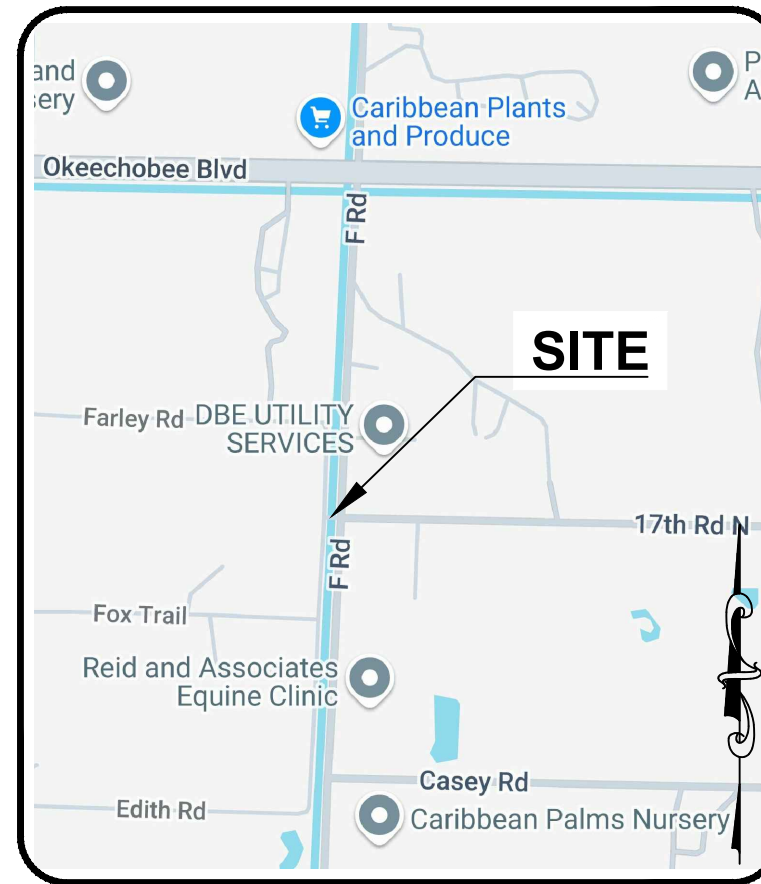
1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29) ADD 1.48' TO NAVD 88 ELEVATION.
2. FINISHED GRADES SHALL MATCH EXISTING, UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL RESTORE DISRUPTIONS TO SERVICES OR ACCESSIBILITY WITHIN 48 HOURS.
4. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. ON DECEMBER 11, 2023.
5. ALL WORK SHALL BE PERFORMED IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL LOXAHATCHEE GROVES WATER CONTROL DISTRICT, TOWN OF LOXAHATCHEE GROVES, AND FDOT STANDARDS.
6. CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED TO ORIGINAL CONDITION OR BETTER. ALL RESTORATION WORK SHALL MEET THE REQUIREMENTS OF THE TOWN OF LOXAHATCHEE GROVES.
7. MAINTAIN TRAFFIC THROUGH THE WORK AREA IN ACCORDANCE WITH INDEX 600, 602 AND 603 (AS APPLICABLE) OF THE FDOT STANDARDS. NOT MORE THAN ONE-HALF OF THE ROAD CAN BE CLOSED TO TRAFFIC DURING DAYLIGHT HOURS. THE ENTIRE ROAD WIDTH SHALL BE OPEN TO TRAFFIC AT NIGHT. CONTRACTOR SHALL PROVIDE THE TOWN OF LOXAHATCHEE GROVES A MINIMUM OF 1 WEEK NOTICE FOR LANE CLOSURES.

DRAINAGE:

1. PIPE SHALL BE PROTECTED DURING STORAGE AND HANDLING AGAINST IMPACT SHOCKS AND FREE FALL. PIPE SHALL BE KEPT CLEAN AT ALL TIMES.
2. ALL PIPE SHALL BE CAREFULLY INSTALLED STARTING AT THE LOWEST END, WITH HUBS UPGRADE AND TONGUE END FULLY ENTERED INTO THE HUB.
3. ANY PIPE THAT IS NOT IN TRUE ALIGNMENT OR WHICH SHOWS ANY SETTLEMENT AFTER INSTALLATION SHALL BE TAKEN UP AND RE-INSTALLED AT NO ADDITIONAL COST TO OWNER.
4. PLACE PLUGS IN ENDS OF UNCOMPLETED PIPE AT END OF DAY OR WHENEVER WORK STOPS.
5. RUBBER GASKETS FOR CONCRETE PIPE JOINTS SHALL MEET THE REQUIREMENTS OF THE 2007 EDITION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 942. THE GASKET AND THE SURFACE OF THE PIPE JOINT, INCLUDING THE GASKET RECESS, SHALL BE CLEAN AND FREE FROM GRIT, DIRT, AND OTHER FOREIGN MATTER AT THE TIME THE JOINTS ARE MADE.
6. PIPE SHALL BE SET FIRMLY, ACCORDING TO THE LINES AND GRADE; AND PREPARATORY TO MAKING JOINTS, ALL SURFACES OF THE PORTION OF THE PIPE TO BE JOINTED SHALL BE THOROUGHLY CLEANED. THE PIPE SHALL BE LAID WITH THE GROOVE UPSTREAM. A SHALLOW EXCAVATION SHALL BE MADE UNDERNEATH THE PIPE AT THE JOINT.
7. IMMEDIATELY PRIOR TO INSTALLATION OF CONCRETE PIPE, THE ENTIRE INTERIOR OF THE GROOVE OF THE PIPE ALREADY INSTALLED, AND THE RUBBER GASKET OF THE PIPE TO BE INSTALLED SHALL BE COATED WITH AN APPROPRIATE SOAP LUBRICANT. THE GROOVE AND SPIGOT ENDS SHALL BE CLEANED PRIOR TO APPLICATION OF THE LUBRICANT. THE PIPE SHALL THEN BE ALIGNED WITH THE PREVIOUSLY INSTALLED PIPE AND THE JOINT PULLED TOGETHER. THE JOINT SHALL BE PULLED BY THE USE OF INTERIOR OR EXTERIOR PULL JACKS OR WINCHES, ANCHORED BY SUITABLE MEANS. THE CHOICE OF METHOD AND TYPE OF EQUIPMENT WILL DEPEND ON TRENCH CONDITIONS, TYPE AND SIZE OF PIPE, AND ITS ABILITY TO PROPERLY SEAT THE GASKET. IF, WHILE MAKING THE JOINT, THE GASKET BECOMES LOOSE AND CAN BE SEEN THROUGH THE EXTERIOR JOINT RECESS WHEN THE JOINT IS PULLED UP TO WITHIN ONE INCH (1") OF CLOSURE, THE PIPE SHALL BE REMOVED AND THE JOINT REMADE.
8. WHEN SHOWN ON THE DRAWINGS, SEAL THE ENDS OF THE PIPE WITH A MASONRY PLUG A MINIMUM OF 8 INCHES IN THICKNESS.
9. INSTALL FILTER FABRIC JACKET AROUND THE FIRST JOINT OF ALL PIPE ENTERING OR LEAVING A DRAINAGE STRUCTURE AND AT ALL CONCRETE PIPE JOINTS. USE A FILTER FABRIC JACKET CONSISTING OF A PIECE OF WOVEN OR NON-WOVEN FILTER FABRIC WHICH PROVIDES AN APPARENT OPENING SIZE OF A NO. 70 TO NO. 100 SIEVE, 24 INCHES IN WIDTH AND A LENGTH SUFFICIENT TO PROVIDE A MINIMUM OVERLAP OF 24 INCHES. SECURE THE FILTER FABRIC JACKET AGAINST THE OUTSIDE OF THE CONCRETE PIPE BY STEEL OR PLASTIC STRAPPING.
10. CORRUGATED POLYETHYLENE PIPE
A. AASHTO M294, TYPE S SMOOTH WALL INTERIOR. CORRUGATIONS MAY ONLY BE ANNULAR. BELL AND SPIGOT JOINTS WITH A GASKET MEETING ASTM F477. WHEN PERFORATED PIPE IS SPECIFIED ON THE DRAWINGS, THE PERFORATIONS SHALL CONFORM TO THE REQUIREMENTS OF CLASS 1.
12. TRENCHES ARE TO BE DRY WHILE THE PIPE IS BEING LAID.
13. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND SECURING THE EXISTING DRAINAGE OUTFALLS DURING AND AFTER CONSTRUCTION.

ALL ELEVATIONS ARE BASED ON
THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (NAVD 88)

E. TARA L. BAMBER, P.E., PROFESSIONAL ENGINEER LICENSE NO. 69957.
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LOCATION MAP
N.T.S.

REVISIONS		NO.	DATE	REMARKS

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E. TARA L. BAMBER, P.E.
NO. 69957

CULVERT REPLACEMENT
KERRY LANE AND F ROAD
LOXAHATCHEE GROVES, PALM BEACH COUNTY, FL
ENGINEERING PLAN

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engenuity group inc.
ENGINEERS • SURVEYORS • GIS ANALYSTS
1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)955-1151 • FAX (561)955-5390
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

J:\Land Projects R202138\121 Kerry Ln & F Road\DWG202138-121 ENG.dwg DATE: 12/16/2024 10:50 AM

DATE	DRAWN	PROJECT ENGINEER	PROJECT MANAGER	CHECKED
DECEMBER 5, 2024	KAK	KAK	ETLB	ACS
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JOB NO. 22138.121				
Page 45 of 68				





155 F Road Loxahatchee Groves, FL 33470

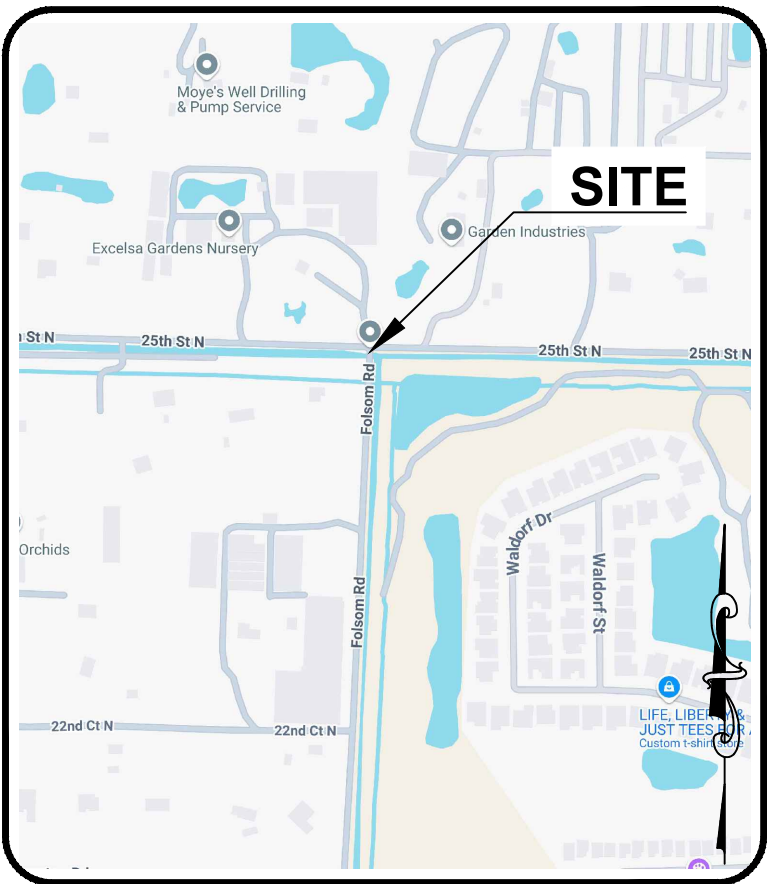
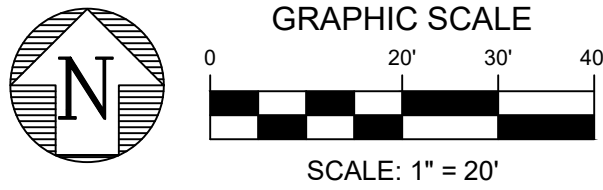
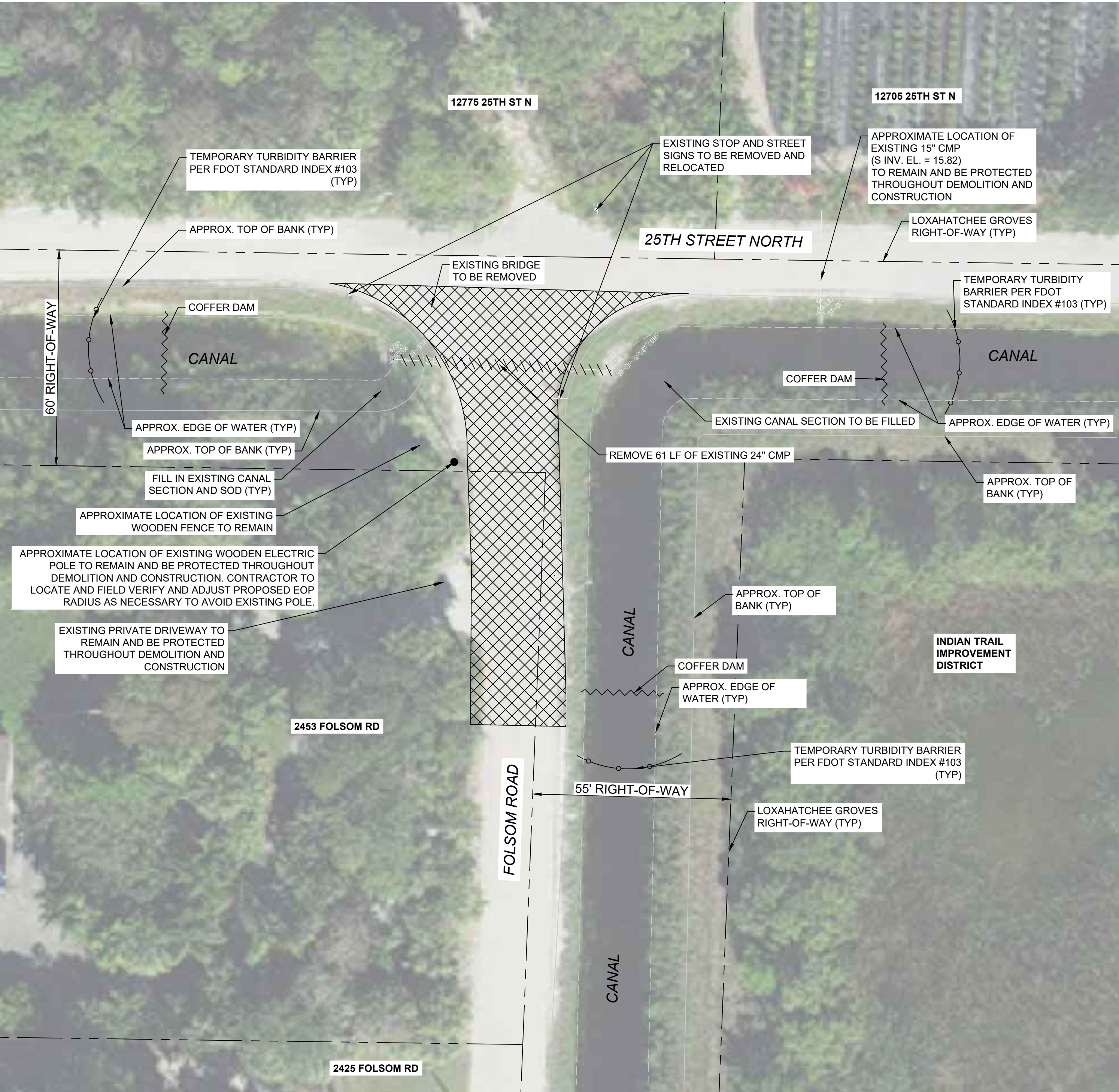
Project Scope: Folsom Road & 25th Street North Culvert Replacement

The objective of the project is to replace the culvert at Folsom Rd and 25th St. North and construction a Town maintenance road across the Folsom Rd Canal.

Work to be performed:

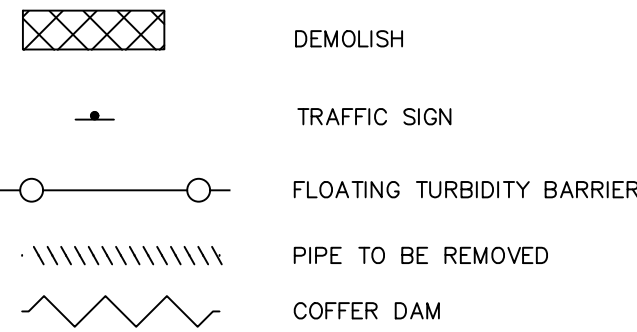
1. Removal of subgrade crossing and 61 LF of 24" CMP. Demolition includes install of 3 culvert dams and 3 turbidity barriers.
2. Protection of an existing private outfall pipe crossing 25th St N, east of Folsom Rd.
3. Installation of 100 LF of 48" ABS culvert crossing Folsom Rd and a 40 LF 48" ABS culvert. The two culverts will be connected with a tee at the northeast corner of Folsom Rd.
4. Three canal banks to be regraded with sand cement rip-rap and rubble rock rip-rap 20' from the end wall and reshaped per detail extending 50' from culvert.
5. Construction of new 15 LF crossing east of Folsom St. over the 40 LF, 48" culvert for Town maintenance only. Fence to be installed along the crossing per the plans.
6. Widening of Folsom St. and 25 St. N. intersection. Roadway will be subgrade per the existing condition. Small portion of the existing canal banks to be filled.
7. Contractor to restore all areas disturbed to original condition or better, including sod and stop and street name signs.

The Contractor shall be responsible for all construction and restoration in accordance with the approved plans and specifications, scheduling all inspections deemed necessary with the Town of Loxahatchee Groves and the EOR for project certification purposes, and maintaining all stormwater pollution prevention measures for the project.



LOCATION MAP
N.T.S.

DEMOLITION LEGEND



DEMOLITION:

- EDGE OF WATER, TOP OF BANK, EDGE OF PAVEMENT, ETC., ARE APPROXIMATE, DRAWN BASED ON AERIAL IMAGES OF THE SITE AND SHALL BE LOCATED AND FIELD VERIFIED BY CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION. ALERT ENGINEER OF RECORD IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL OBTAIN A "DEWATERING GENERAL WATER USE PERMIT" FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO COMMENCING DEWATERING UNLESS THE WORK QUALIFIES FOR A "NO-NOTICE" AUTHORIZATION AS DESCRIBED IN RULE 40E-20.302(3) OF THE FLORIDA ADMINISTRATIVE CODE.
- IF ENGINEER HAS ALREADY OBTAINED A DEWATERING PERMIT, CONTRACTOR SHALL BE RESPONSIBLE FOR EITHER FOLLOWING THE PERMIT REQUIREMENTS, OR REVISING THE PERMIT WITH SFWMD TO CONFORM WITH CONTRACTOR'S PLANNED MEANS AND METHODS FOR THE DEWATERING.
- CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE WORK AS CONSTRUCTION PROCEEDS. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF PROTECTION.
- SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE ENGINEER IMMEDIATELY. COOPERATE WITH RESPONSIBLE UTILITY COMPANIES IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION.
- DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE RESPECTIVE UTILITY OWNER.
- CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT INJURY ALL PIPES, POLES, UTILITIES, WALLS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE VICINITY OF WORK, WHETHER ABOVE OR BELOW THE GROUND, OR THAT MAY APPEAR IN THE TRENCH. CONTRACTOR SHALL TAKE ALL RISKS ATTENDANT TO THE PRESENCE OR PROXIMITY OF PIPES, POLES, WALLS, BUILDINGS, AND OTHER STRUCTURES AND PROPERTY, OF EVERY KIND AND DESCRIPTION, IN OR OVER HIS TRENCHES, EXCAVATIONS OR IN THE VICINITY OF HIS WORK, WHETHER ABOVE OR BELOW THE GROUND AND SHALL BE RESPONSIBLE FOR ALL DAMAGE AND ASSUME ALL EXPENSE FOR DIRECT OR INDIRECT INJURY, CAUSED BY HIS WORK, TO ANY OF THEM, OR TO ANY PERSON OR PROPERTY BY REASON OF INJURY TO THEM, WHETHER SUCH STRUCTURES ARE OR ARE NOT SHOWN ON THE DRAWINGS.
- PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, BENCHMARKS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EXCAVATING OPERATIONS.
- PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- WHEN EXCAVATIONS EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL MEET THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S EXCAVATION SAFETY STANDARDS 29 C.F.R.S. 1926.650, SUBPART P.
- MATERIAL BELOW SUBGRADE DEEMED UNSUITABLE SHALL BE REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- EXCAVATION IN THE VICINITY OF ADJACENT FACILITIES SHALL BE PERFORMED BY MEANS THAT WILL NOT DAMAGE THE FACILITIES. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE FACILITY'S OWNER AT NO ADDITIONAL COST TO OWNER.
- TRENCH BOTTOM SHALL BE SHAPED TO CONFORM TO PIPE BELLS OR OTHER SHAPE IRREGULARITIES OF SPECIAL APPURTENANCES.
- WHERE A TRENCH CROSSES EXISTING PAVED AREAS OR ROADWAYS WHICH HAVE NOT BEEN SCHEDULED TO BE REPAVED ON THE DRAWINGS, THE PAVED AREA SHALL BE SAW CUT, RIPPING OF PAVEMENT FOR TRENCHES WITH EXCAVATION EQUIPMENT WILL NOT BE ALLOWED.
- SATISFACTORY EXCAVATED MATERIALS SHALL BE STOCKPILED UNTIL REQUIRED FOR BACKFILL. STOCKPILES SHALL BE PLACED, GRADED AND SHAPED FOR PROPER DRAINAGE.
- SOIL MATERIALS SHALL BE LOCATED AND RETAINED AWAY FROM EDGES OF EXCAVATIONS.
- EXCESS AND/OR UNSATISFACTORY MATERIALS SHALL BE DISPOSED OF OFFSITE.
- GENERAL: PROVIDE BORROW SOIL MATERIALS WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.
- SATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUPS, FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, VEGETATION, AND OTHER DELETERIOUS MATTER.
- UNSATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH AND PT, OR A COMBINATION OF THESE GROUPS. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
- BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES IN DEPTH AS MEASURED BEFORE COMPACTION. EACH LAYER SHALL BE COMPACTED TO AT LEAST THE MINIMUM PERCENTAGE OF A MODIFIED PROCTOR (ASTM D1557) SPECIFIED IN THE COMPACTION SCHEDULED IN PARAGRAPH 3.03.
- IT IS THE INTENTION THAT THE FILL MATERIALS WITH RESPECT TO MOISTURE BE USED IN THE CONDITION THEY ARE EXCAVATED INsofar as THIS IS PRACTICABLE. MATERIAL WHICH IS TOO WET SHALL BE SPREAD ON THE FILL AREA AND PERMITTED TO DRY, ASSISTED BY HARROWING IF NECESSARY, UNTIL THE MOISTURE CONTENT IS REDUCED TO ALLOWABLE LIMITS.
- UNSATISFACTORY AND SURPLUS EXCAVATED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED AND DISPOSED OF OFF SITE.
- SUITABLE EXCAVATED MATERIAL MAY BE USED FOR FILL OR BACKFILL IF IT MEETS THESE SPECIFICATIONS.
- REPAIR AND RE-ESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS.

ALL ELEVATIONS ARE BASED ON
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DATUM OF 1988 (NAVD 88)

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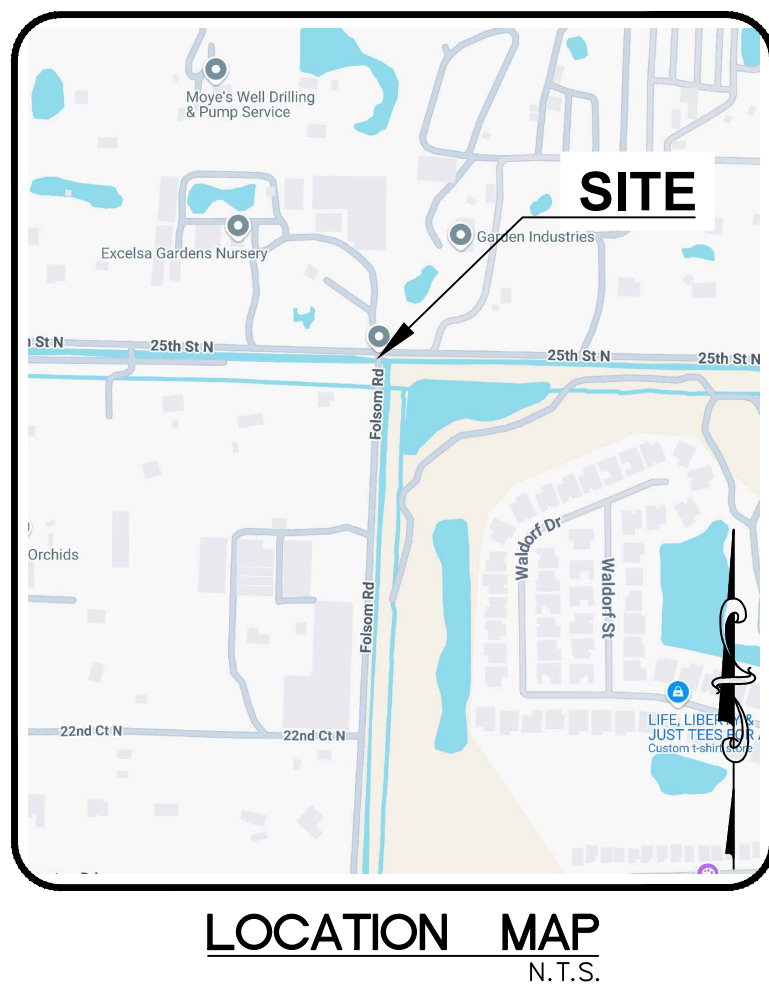
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NO.	DATE	REMARKS	BY

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E. TARA L. BAMBER, P.E. NO. 69957	

CULVERT REPLACEMENT
FOLSOM ROAD AND 25TH STREET
LOXAHATCHEE GROVES, PLAM BEACH COUNTY, FL
DEMOLITION AND EROSION CONTROL PLAN

A Higher Standard of Excellence
engenuity group inc.
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1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 955-1151 • FAX (561) 952-5390
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

DATE		JANUARY 9, 2025	
DRAWN		KAK	
PROJECT ENGINEER		KAK	
PROJECT MANAGER		ETLB	
CHECKED		ACS	
JOB NO.		22138.122	
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Page 48 of 68		29	



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Know what's below.
Call before you dig.

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KAK	PROJECT ENGINEER			
ETLB	PROJECT MANAGER			
ACS	CHECKED			

TIME'S UP

C-2

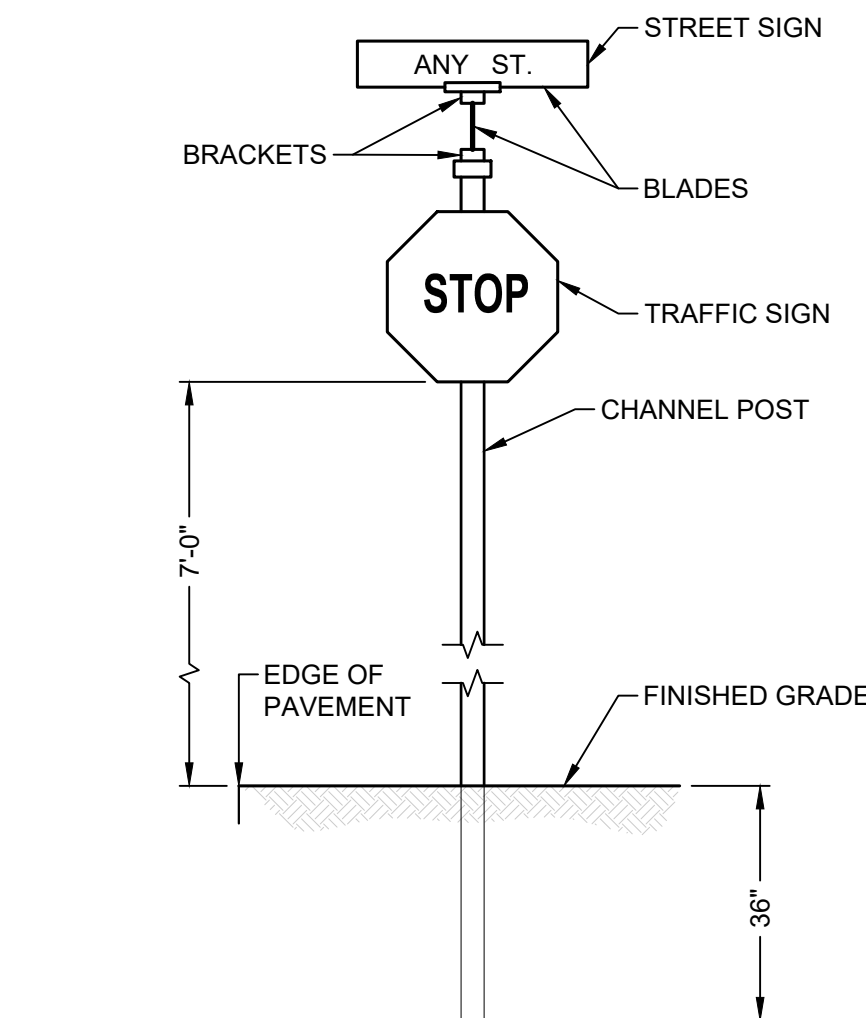
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JOB NO.

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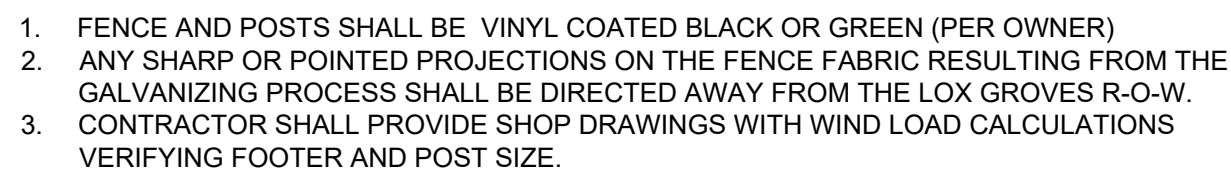
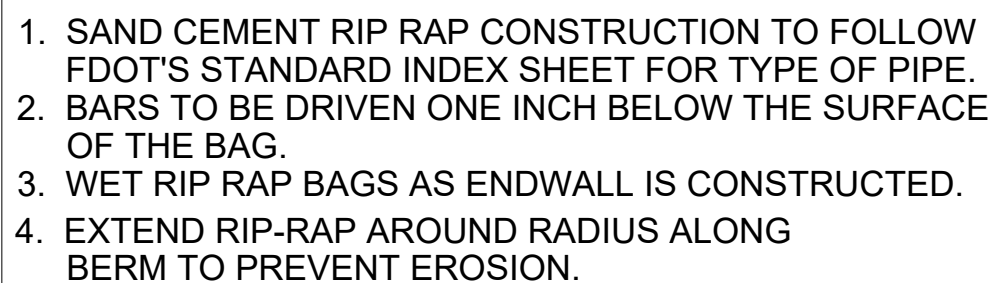
Page 49 of 68

- CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL NECESSARY PRECAUTIONS NECESSARY TO AVOID THE MONUMENTS DURING CONSTRUCTION. IS A MONUMENT IS DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE MONUMENT AT NO ADDITIONAL COST TO THE OWNER OR THE DISTRICT.
2. ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL, AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER. CLEAN GRANULAR FILL MATERIAL SHALL BE USED FOR BACKFILL AND PLACED IN 12 INCH LIFTS OR LESS AS REQUIRED BY COMPACTION. COMPACTION OF BACKFILLS TO BE 95% OF THE MAXIMUM DENSITY PER AASHTO T-180.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GENERAL PUBLIC, DRAWING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, AND FLAGMEN AS NECESSARY FOR TRAFFIC SAFETY, DURING CONSTRUCTION.
4. ALL CONCRETE SHALL BE A MINIMUM OF 3,000 PSI UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL COMPLY WITH ALL OF THE SAFETY REQUIREMENTS OF THE TRENCH & DRAIN SAFETY ACT, DRAWING INSTALLATION OF THE CULVERT CANAL CROSSING.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT CONDITIONS AS ISSUED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT AND OTHER GOVERNMENT AGENCIES
7. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF ANY TEST TO ARRANGE FOR THE WATER CONTROL DISTRICT TO HAVE A REPRESENTATIVE PRESENT, IF REQUIRED.
8. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE FOR INSPECTIONS OF THE CONSTRUCTION
9. CONTRACTOR TO PROVIDE SILT SCREENS OR OTHER ENVIRONMENTAL MEASURES TO CONTROL TURBIDITY TO STATUTORY/REGULATORY LEVELS IN THE CANAL UP AND DOWNSTREAM DURING CONSTRUCTION
10. CONTRACTOR TO PROVIDE D. O. T. APPROVED LIME ROCK FOR ROAD CROSSING.
11. CONTRACTOR TO DIG CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT PIPE
12. ALL AREAS DISTURBED DURING CONSTRUCTION ALONG CANAL, INCLUDING MAINTENANCE EASEMENT AND CANAL BANKS, TO BE SEATED AND MULCHED PER DOT SPECIFICATIONS.
13. CONTRACTOR TO MAINTAIN WATER FLOW BY MEANS OF A BYPASS DRAWING INSTALLATION OF THE CULVERT, UNLESS OTHERWISE DIRECTED BY THE DISTRICT. THIS BYPASS MUST BE APPROVED BY LOXAHATCHEE GROVES WATER CONTROL DISTRICT PRIOR TO BEGINNING CONSTRUCTION.
14. ALL CORRUGATED STIFF PIPE COUPLING BANDS SHALL CONFORM TO AASHTO M 36 SPECIFICATION
15. ALL CORRUGATED STEEL PIPE SHALL BE BITUMINOUS COATED IN ACCORDANCE WITH THE REQUIREMENTS AASHTO M190, FOR TYPE A (FULLY BITUMINOUS COATED)
16. WHERE ALUMINUM PIPE IS USED, IF BITUMINOUS COATED, IT SHALL MEET THE AASHTO SPACE M190 TYPE A, SPECIFICATION FOR BITUMINOUS COATING
17. REINFORCED CONCRETE PIPE (RCP) PARENTHESES SHALL CONFORM TO THE FDOT SECTION 941 OF THE LATEST STANDARD SPECIFICATIONS
18. MAINTENANCE SIDE OF CANAL TO BE SLOPED AT 20:1 MIN. / 8:1 MAX. AWAY FROM TOP OF BANK.
19. ALL GROUND VEGETATION AND TREES WITHIN RIGHT OF WAY AND MAINTENANCE EASEMENT TO BE REMOVED FOR ENTIRE LENGTH OF PROPERTY FRONTAGE
20. PERMIT TO HAVE A REGISTERED LAND SURVEYOR PROVIDE CROSS SECTIONS OF CANAL AND ROADWAY FOR PRE- AND POST- CONSTRUCTION AND AS-BUILTS
21. PERMIT TO HAVE A REGISTERED ENGINEER DESIGN AND PROVIDE SIGNED AND SEALED DRAWINGS FOR THE CULVERT CROSSING
22. PERSONS INSTALLING CULVERTS OR BRIDGES WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FEE AND MUST FIELD VERIFY TO THE DISTRICT ENGINEER'S SATISFACTION THAT THE UNIFORM STANDARDS HAS BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.



1. EXTRUDED ALUMINE: ALCOA #86054 6063-T6 ALLOY, ETCHED, DEGREASED
WITH #1200 ABLAND FINISH WITH #2277 GREEN SCOTCHLITE
BACK-GROUND OR EQUAL. DIMENSIONS - 6" H, 24", 30" OR 36" L.
2. LETTERS: NAME - 4" SERIES "B" #2270 SCOTCHLITE (SILVER) OR EQUAL.
SUFFIX - 2" SAME AS ABOVE.
3. CHANNEL POST: STEEL FLANGED , HOT DIPPED GALVANIZED PER ASTM
A123 WITH BAKED GREEN ALKDYD FINISH. MINIMUM WEIGHT OF 2 LBS.
PER FOOT. SIGNS 9 SQUARE FEET AND LARGER SHALL BE DOUBLE
POSTED. 4. TRAFFIC SIGNS: 0.08 INCH THICK ALUMINUM. BOLTS TO BE
3/8" DIA. x 3/4" LONG WITH HEX NUTS. MINIMUM 2 PER SIGN.

NTS



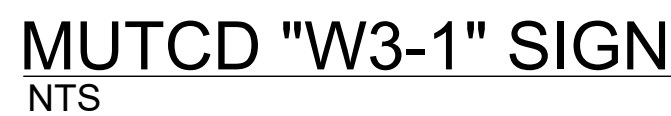
NTS



ADOPTED
FEBRUARY 10, 2003



E. TARA, L. BAMBER, P.E., PROFESSIONAL ENGINEER LICENSE NO. 69957
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND
SEALED BY E. TARA, L. BAMBER, P.E. USING A SHA-1 AUTHENTICATION CODE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY
E L E C T R O N I C C O P I E S



E. TARA L. BAMBER, P.E.
NO. 69957

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INFORMATIONAL PURPOSES ONLY,
UNLESS SIGNED AND SEALED BY
A LICENSED PROFESSIONAL
ENGINEER REPRESENTING
ENGENUITY GROUP, INC.

CULVERT REPLACEMENT
FOLSOM ROAD AND 25TH STREET
LOXAHATCHEE GROVES, PLAM BEACH COUNTY, FL
DETAILS



22438132 JOB NO.	3	C-3	301
	3	C-3	301
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	3	C-3	301

EXHIBIT B**Town's Standard Contract**

**CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS,
AND INDIVIDUAL PROJECTS (INCLUDING TOHSE OVER \$300,000)
IFB # 2025-01**

THIS CONTRACT for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

WHEREAS, the Town issued Invitation For Bid # _____ for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“IFB”); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on a non-exclusive basis for the Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) (“Culvert Program”); and

WHEREAS, the Town finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

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

Article 1. GENERAL INFORMATION.

1.1 Scope of Services. The Contractor shall provide the services requested by the Town and required under a Town approved work order as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Culvert Program as described in detail in the IFB (incorporated herein as if set forth in full) and as included in any Work Order hereunder.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error. The use of the terms Contract and Contract Documents will be used interchangeably herein.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Loxahatchee Groves, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 Work Orders. This non-exclusive Contract does not guarantee that the Town will utilize the Contractor in any capacity or for any services hereunder. When the Town identifies a need for the Contractor's services, the Town will request a proposal from the Contractor to provide the services requested. The Town will provide the Contractor with a general scope of services, if any, in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit A** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's bid to the IFB (or as may be amended under section 1.6 below). Upon receipt of the Contractor's proposed work order and proposal, the Town shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the Town Manager (if within his/her purchasing authority) or the Town Council. If the work order is approved by the Town, the Contractor shall commence the identified services upon the Town's approval of the work order for the services and issuance of a notice to proceed. The Town reserves the right to reject any and all proposals submitted by the Contractor. A Town-approved work order shall include (by reference) the plans, if any, provided by the Town to the Contractor.

1.5 Term. This non-exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the initial term of this Contract shall be for **two (2) years** from the effective date **with three (3) one (1) year renewal options**. The Town, through the Town Manager, may exercise the renewal options provided that the Town has approved funding for said renewal options. Each fiscal year of this Contract and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the Town.

1.6 Unit Prices. The unit prices stated in the Contractor's bid shall remain fixed for the initial two (2) year term of this Contract. If requested in writing by the Contractor, the unit prices will be reviewed prior to the third year of this Contract. If due to applicable and established price escalations and/or reductions in materials which impact the Contractor's unit prices, the Town and Contractor may execute a written amendment to this Contract to establish new unit prices one (1) time during the three (3) renewal periods of the Contract, unless additional unit price changes are otherwise agreed to by the Town.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Timely Services. All services to be provided under a Town-approved work order shall be provided in a timely manner.

2.2 Liquidated Damages. The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable work order. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable work order.

Article 3. PAYMENT PROCEDURES.

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Culvert Program pursuant to Town approved work order. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Project Coordinator
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payments. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the Town will withhold ten percent (10%) of each payment from a work order to the Contractor as retainage until fifty percent (50%) of the work order price is paid to the Contractor. Upon payment of fifty percent (50%) of the work order price to the Contractor, the Town will withhold only five percent (5%) of each work order payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.3 Substantial Completion. Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (30) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Culvert Program (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the work order price including any amount held as retainage.

3.5 **Good Faith Disputes.** Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.6 **Final Payment.** Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Culvert Program.

3.7 **Waiver of Claims.** Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to indemnify and hold harmless the Town, its officers, employees, and representatives of, from, and against all liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees (including but not limited to all trials and appeals), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This also includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

5.2 **Insurance.** Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Contractor has obtained insurance

of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. The Contractor shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the Town for all expenses of engineering and inspection incurred by the Town during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the Town will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 7. PUBLIC CONSTRUCTION BOND.

If the Town approves a work order which exceeds \$200,000, the Contractor must provide the Town with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under the work order. The Town reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit B** or substantially similar as approved by the Town. The bond shall be in an amount not less than the total Work Order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for Town approval.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 8. TERMINATION.

8.1 Termination by Town. The Town may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily completed in accordance with the Contract Documents.

Article 9. MISCELLANEOUS.

9.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.2 **Changes.** Additional work, changes to the work order price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

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

9.4 **Counterparts.** This Contract may be executed in two or more counterparts (and may be signed electronically, i.e., digitally, via pdf or email, etc.), each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

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

9.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

9.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

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

9.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

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

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

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

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

9.13 Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

9.14 Delays. Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

9.15 Remedies; Enforcement Costs; Waiver of Jury Trial; Limitation of Liability. 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. Except as otherwise set forth in this Contract, if any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF**

ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS. The Town shall not be liable to the Contractor 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.

9.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.17 **Ownership of Documents.** All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonably request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Culvert Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

9.18 **Survivability.** Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

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

and to the Contractor as follows:

Either party may amend this provision by written notice to the other party.

9.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered

into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

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

9.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under each work order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under each work order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of the Town or its drainage systems (and those of any dependent district). In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

9.23 Non-exclusive Contract. This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other contractors to perform services contemplated by this Contract without liability to the Town.

9.24 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. If this Contract is for goods or services in the amount of one million dollars or more, the Contractor certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if it or any of the Contractor's subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, or are placed on the Scrutinized Companies with activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

9.25 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

9.26 **Human Trafficking.** Contractor, by signing this Contract (through an authorized representative) as set forth below, attests under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

9.27 **United States-Produced Iron and Steel Requirement.** Contractor acknowledges and agrees that any iron or steel product permanently incorporated in the project must be produced in the United States.

9.28 **Public Entity Crimes.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract, Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

9.29 **Access and Audits.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Contract. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.30 **Taxes.** The Town is exempt from the payment of Florida State Sales and Use Tax.

9.31 **Confidential and Proprietary Information.** Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Contract) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

9.32 **Export Administration.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Contract is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk_____
Glen J. Torcivia, Town Attorney**CONTRACTOR:**

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of __physical presence or __online notarization on this _____ day of _____, 202__, by _____ [name], as _____ [title] of _____ [company name], a _____ [type of company], authorized to do business in the State of Florida and who is personally known to me or who has produced _____ the following _____ as _____ identification: _____, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, as amended from time to time, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and to bind _____ [company name], to the same.

[Notary Stamp]

Signature of Notary Public

EXHIBIT A
SAMPLE WORK ORDER

MASTER AGREEMENT:
CONTRACT FOR CONTINUING SERVICES FOR CULVERTS –
CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS,
AND INDIVIDUAL PROJECTS (INCLUDING TOHSE OVER \$300,000)

WORK ORDER NO. _____

THIS WORK ORDER UNDER THE CONTRACT FOR CONTINUING SERVICES FOR CULVERTS (“Work Order” hereafter) is made on the ____ day of _____, 202____, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town” hereafter) and _____, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The Town desires the Contractor to provide those construction services as identified herein pursuant to its Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000). The services are generally described as: _____ (the “Project”). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the Town with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit 1.**

3.0 Schedule

The services to be provided under this Work Order shall be substantially completed within _____ calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within _____ calendar days from the Town’s approval of this Work Order and issuance of a notice to proceed.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$_____
(_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such costs and expenses shall be in accordance with and based upon the Contract’s established unit prices.

5.0 Project Manager

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

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum.

7.0 **Contractor's Representations**

In order to induce the Town to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Town's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Town or its designee is acceptable to the Contractor.

8.0 **Authorization**

This Work Order is issued pursuant to the Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000) between the Town and the Contractor, dated _____, 202__ (“Contract” hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Valerie Oakes, Town Clerk

Glen J. Torcivia, Town Attorney

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ___physical presence or ___online notarization on this _____ day of _____, 202__, by _____[name], as _____[title] of _____, a _____, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification:

_____.

[Notary Stamp]

Signature of Notary Public

**EXHIBIT B
PUBLIC CONSTRUCTION BOND FORM**

Record and Return to:

TOWN OF LOXAHATCHEE GROVES
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

CONTRACT: Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000)

Contract Work Order No:

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date (not earlier than Work Order Date):

Amount:

Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and _____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves, Florida**, herein called Owner, in the sum of \$_____ (_____) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted Work Order and as further required in the **Contract for Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Over \$300,000)**, dated _____, 202__, between Principal and Owner, with the Work Order, the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the “Contract Documents,” at the times and in the manner prescribed in the Contract Documents or otherwise set forth in the Work Order; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Order and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys’ fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Work Order and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Work Order and Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Work Order and Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term “balance of the contract price” shall mean the total amount payable by the Owner to the Principal under the Work Order and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys’ fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety’s performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond and Surety waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2025-01
ADDENDUM NO. 1

Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470
 (561) 793-2418

Addendum No.: **1**
 IFB Number: **2025-01**
 Date of Addendum: February 24, 2025
 Due Date, Time: **March 6, 2025, at 2 PM**
 Title: **INVITATION FOR BID FOR CONTINUING SERVICES FOR CULVERTS –
 CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL
 PROJECTS (INCLUDING THOSE OVER \$300,000)**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB **2025-01**, are indicated either by strike through for deletions and underlining for insertions. The addendum also provides responses to questions and request for information submitted to the Town by email or brought forward at the Pre-Bid meeting.

Revision 1 CHANGE

Page 4, Fourth line under **TENTATIVE BID SCHEDULE**

Proposals Due **Thursday, ~~February~~ March 6, 2025 at 2 PM**

Revision 2 CHANGE

On Number 11 of the General Notes for the engineering plans for each of the 4 culvert replacement projects

11. CONTRACTOR TO ~~DIG~~ REDIG THE CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT FOR A LENGTH OF 50 FEET FROM EITHER SIDE OF THE END WALL OF THE CULVERT

Revision 3 PLAN CORRECTIONS

Plan Corrections Engineering Plan for Collecting Canal Rd., 6th Ct N, and F Road Culvert:

Page 41 of 68 – The proposed elevations of the 96” CMP culvert pipe crossing Collecting Canal Road shall be at an elevation of 8.5’ NAVD, not 10’ NAVD.

Page 41 of 68 – The layout shown for the guard rail shall match the existing configuration. The end unit should be a rounded end unit.

Revision 4 Clarification of Emergency Price

With respect to the Schedule of Values on pages 19 -21, the Emergency Price should be based on the following assumption, the pricing will be based on a response to make temporary repairs and stabilize the condition within 36 hours and thereafter complete the project on an expedited basis.

Response to Questions from the pre-bid meeting:

1. Question: Date proposal on document states bid due on February 6, 2025.

a. Answer: There is a typo and the bid are due March 6, 2025.

2. Question: Number 11 on general notes: CONTRACTOR TO DIG CANAL TO NEW SECTION 450 LF IN EACH DIRECTION FROM END OF CULVERT PIPE 12, but on scope of project it states: Canal bank to be regraded with sand cement rip-rap and rubble rock rip-rap 20’ from the end wall and reshaped per detail extending 50’ from culvert. Which is correct?

a. Answer: For Note Number 11 – The contractor is to redig the canal for a length of 50 foot from either side of the end wall of the culvert.

3. Question: For Collective Canal, what is the thickness of the limerock?

a. Answer: The limerock layer shall be 12” compacted.

4. Question: Will the intersection on Collective Canal be closed?

a. Answer: The design parameters for this project is for Collecting Canal to be closed for the duration of the project. The other three culvert locations will be bypassed.

5. Question: Is a MOT required?

a. Answer: MOT is required in accordance with the FDOT requirements.

6. Questions: Is there an annual budget for the projects or are they budgeted individually?

a. Answer: The four culverts are budgeted for. Additionally, there is a budget line to install or modify at least 25 additional 18" culverts prior to September 30, 2025.

7. Question: Is a Bid Bond required for each item?

a. Answer: No, a single bid bond is required based on the price your company bid for the total amount of the specifically identified culvert projects that were bid on. If the bidder decided to bid on only one of the culvert projects the bid bond would be based on the amount bid for that culvert. If the bidder bid on all four of the culvert projects the bid bond would be based on the total proposed cost of all four culvert projects.

8. Question: Is original needed for Bid Bond?

a. Answer: Since electronic submittals will be accepted a copy of the bid bond will be necessary with the bid and the original bid bond must be received at Town Hall located at 155 F Road, Loxahatchee Groves, Florida 33470, by Monday March 10, 2025 at 2 PM.

9. Question: Where are pipes to be relocated?

a. Answer: The small existing culverts to be installed will shift over slightly to allow clearance from the large culvert being installed.

10. Question: Will there be a staging area?

a. Answer: As the intersection of Collecting Canal will be closed, that area can be used. As for the other sites, areas will be designated to accommodate staging.

Response to Questions received by February 14, 2025

1. Question: Could you please provide details of the horse trail requested on F Road?

a. Answer: The horse trail section of F Rd shall consist of 12" Type B Stabilization (LBR40) with 2" of top soil cover and bahia sod on top. The grade slope should be no greater than 10:1.

2. Question: The scope of work on Canal Road specifies the installation of two (2) 60 LF 75" CMP culverts, but the plans indicate 72" CMP culverts. Please confirm the correct dimension.

a. Answer: The correct size is 72" CMP.

3. Question: The plans and details call for the use of CMP but do not specify the type. The specifications in the notes mention various pipe materials, including corrugated aluminum pipe and corrugated steel pipe. Please confirm the correct pipe material.

a. Answer: The correct pipe type is corrugated aluminum pipe.

4. Question: The plans for Folsom Road specify ABS pipe. Please confirm if ABS is the correct pipe material.

a. Answer: There is a typo and it should be ADS N-12 Dual Wall pipe as the correct pipe material.

5. Question: If ABS pipe is required, is there an alternate pipe material that can be used instead?

a. Answer: Alternates will be considered providing they meet the specification of the ADS Dual Wall N-12 pipe corrected in the previous question in this addendum.

TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2025-01
ADDENDUM NO. 2

Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470
 (561) 793-2418

Addendum No.: **2**
 IFB Number: **2025-01**
 Date of Addendum: March 12, 2025
 Due Date, Time: **March 12, 2025, at 2 PM**
 Title: **INVITATION FOR BID FOR CONTINUING SERVICES FOR CULVERTS –
 CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL
 PROJECTS (INCLUDING THOSE OVER \$300,000)**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB **2025-01**, are indicated either by strike through for deletions and underlining for insertions. The addendum also provides responses to questions and request for information submitted to the Town by email or brought forward at the Pre-Bid meeting.

Revision 1 CHANGE

Page 4, Fourth line under **TENTATIVE BID SCHEDULE**

Proposals Due ~~**Thursday, February March 6, 2025 at 2 PM**~~
 Wednesday, March 12, 2025 at 2 PM

Revision 2 SCHEDULE OF VALUES CORRECTION

Schedule of Values Corrections – A new Schedule of Values is issued with this addendum adding Item R-24 – Rip Rap Sacks (FDOT Section 530 Compliant) per cubic yard.

Attachment

Schedule of Values (Revised 3/5/2025)

Item	Description of Bid Item	Unit	Standard Price	Emergency Price
General Conditions				
GC-1	Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS	--	
GC-2	NON-Emergency Mobilization/Demobilization Costs for Utility Right-of-Way work	LS		--
GC-3	M.O.T for Work Blocking Lane	EA		
GC-4	M.O.T. for Work Requiring Road Closure	EA		
GC-5	Density Tests (actual cost reimbursement by Town)	--	--	--
GC-6	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by Town)	--	--	--
GC-7	Installation, Maintenance, and Removal of Temporary Road Entrance	EA		
Furnish and install 18" (16 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-01	0' - 6' foot Deep	LF		
STM-02	6' - 8' foot Deep	LF		
Furnish and install 24" (16 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-03	0' - 6' foot Deep	LF		
STM-04	6' - 8' foot Deep	LF		
Furnish and install 36" (14 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-05	0' - 6' foot Deep	LF		
STM-06	6' - 8' foot Deep	LF		
STM-07	8' - 10' foot Deep	LF		
Furnish and install 48" (12 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-08	0' - 6' foot Deep	LF		
STM-09	6' - 8' foot Deep	LF		
STM-10	8' - 10' foot Deep	LF		
STM-11	10' - 12' foot Deep	LF		
Furnish and install 60" (10 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-11	0' - 6' foot Deep	LF		
STM-12	6' - 8' foot Deep	LF		
STM-13	8' - 10' foot Deep	LF		
STM-14	10' - 15' foot Deep	LF		
Furnish and install 72" (10 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-15	0' - 6' foot Deep	LF		
STM-16	6' - 8' foot Deep	LF		
STM-17	8' - 10' foot Deep	LF		
STM-18	10' - 15' foot Deep	LF		
Furnish and install 96" (8 Guage) CMP Storm Water Culvert in Right-of-Way at a depth of:				
STM-19	0' - 6' foot Deep	LF		
STM-20	6' - 8' foot Deep	LF		
STM-21	8' - 10' foot Deep	LF		
STM-22	10' - 15' foot Deep	LF		
Furnish and install 18" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-23	0' - 6' foot Deep	LF		
STM-24	6' - 8' foot Deep	LF		
Furnish and install 24" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-25	0' - 6' foot Deep	LF		
STM-26	6' - 8' foot Deep	LF		
Furnish and install 36" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-27	0' - 6' foot Deep	LF		
STM-28	6' - 8' foot Deep	LF		

Attachment				
Schedule of Values (Revised 3/5/2025)				
Item	Description of Bid Item	Unit	Standard Price	Emergency Price
STM-29	8' - 10' foot Deep	LF		
Furnish and install 48" ADS Storm Water Culvert in Right-of-Way at a depth of:				
STM-30	0' - 6' foot Deep	LF		
STM-31	6' - 8' foot Deep	LF		
STM-32	8' - 10' foot Deep	LF		
STM-33	10' - 12' foot Deep	LF		
Furnish and install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/Frame and grate in Utility Right of Way at a depth of:				
STM-34	0' - 4' foot Deep	EA		
STM-35	4' - 6' foot Deep	EA		
STM-36	6' - 8' foot Deep	EA		
STM-37	Optional Pollution Control Device	EA		
Restoration				
R-1	Removal and disposal of 6" thick concrete	SF		
R-2	Furnish & Install 4" Concrete without wire	SF		
R-3	Furnish & Install 6" Concrete without wire	SF		
R-4	Furnish & Install Florida Department of Transportation "D" Curb - by hand	LF		
R-5	Furnish & Install Florida Department of Transportation "D" Curb - by machine	LF		
R-6	Furnish & Install Florida Department of Transportation "F" Curb - by hand	LF		
R-7	Furnish & Install Florida Department of Transportation "F" Curb - by machine	LF		
R-8	Furnish & Install Florida Department of Transportation Valley Gutter - by hand	LF		
R-9	Furnish & Install Florida Department of Transportation Valley Gutter - by machine	LF		
R-10	Furnish & Install Bahia Sod - up to 1,000 SF	SF		
R-11	Furnish & Install Bahia Sod - over to 1,000 SF	SF		
R-12	Furnish & Install Floratam Sod - up to 1,000 SF	SF		
R-13	Furnish & Install Floratam Sod - over to 1,000 SF	SF		
R-14	Furnish & Install Florida Department of Transportation Seed & Mulch Mix	SF		
R-15	Furnish Operator, Water Truck, and Irrigate Sod or Seed Mix	HR		
R-16	Removal and disposal of Existing Asphalt Pavement	SY		
R-17	Mill Existing Pavement (3/4" - 1" average)	SY		
R-18	Furnish and Install Asphalt Overlay, Type SP-12.5 (3/4" - 1" average)	SY		
R-19	Furnish and Install 2-1/2" Type SP-12.5 Asphalt	SY		
R-20	Florida Department of Transportation Section 121 Flowable Fill (Excavatable)	CY		
R-21	Base shell rock Florida Department of Transportation Code 11	SY		
R-22	6" Lime rock/Crushed Concrete Base, primed	SY		
R-23	8" Lime rock/Crushed Concrete Base, primed	SY		
R-24	Rip Rap Sacks (FDOT Section 530 Compliant)	CY		
R-25	12" Compacted Subgrade, 98% T-180	SY		
Well Point System and De-Watering				
WP-1	Well Point system up to 150 points complete with pump and jetting equipment and monitoring	DAY		
Imported Backfill & Removal of In-Situ Material				
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY		
BF-2	Imported Backfill & compaction	CY		

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: April 1, 2025

SUBJECT: Discussion of Scheduling Council and Community Strategic Planning

Background:

In preparation for our next phase of community planning, we are providing the accompanying previous visioning and strategic planning documents, including

- Neighborhood Plan (1995)
- Business Plan (2008)
- Strategic Vision Plan (2008)
- Focus Group and Community Feedback (2008)
- Values Statement (2015)
- Summary of Visioning and Strategic Planning (2019 & 2020)

These documents provide valuable insights into our community's consistent priorities and expectations. They highlight our commitment to preserving the unique rural and equestrian character of Loxahatchee Groves while balancing the need for controlled development and enhanced public services and infrastructure.

Recommendation:

Review, discuss, and provide direction to the Town's staff and set a date in June for a Strategic Planning session.



Loxahatchee Groves Neighborhood Plan

Formally Received by the
Palm Beach County
Board of County Commissioners
on Tuesday, June 4, 1996
as a Statement of Community Sentiment

STATEMENT OF PURPOSE

The purpose and intent of the Loxahatchee Groves Neighborhood Plan is to provide a decision assisting guide for elected officials and policy makers to inform them of the goals and visions for the future of Loxahatchee Groves and maintain a strategic neighborhood plan that educates as well as reflects the needs, concerns and aspirations of the Loxahatchee Groves Community.

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THE LOXAHATCHEE GROVES NEIGHBORHOOD PLAN

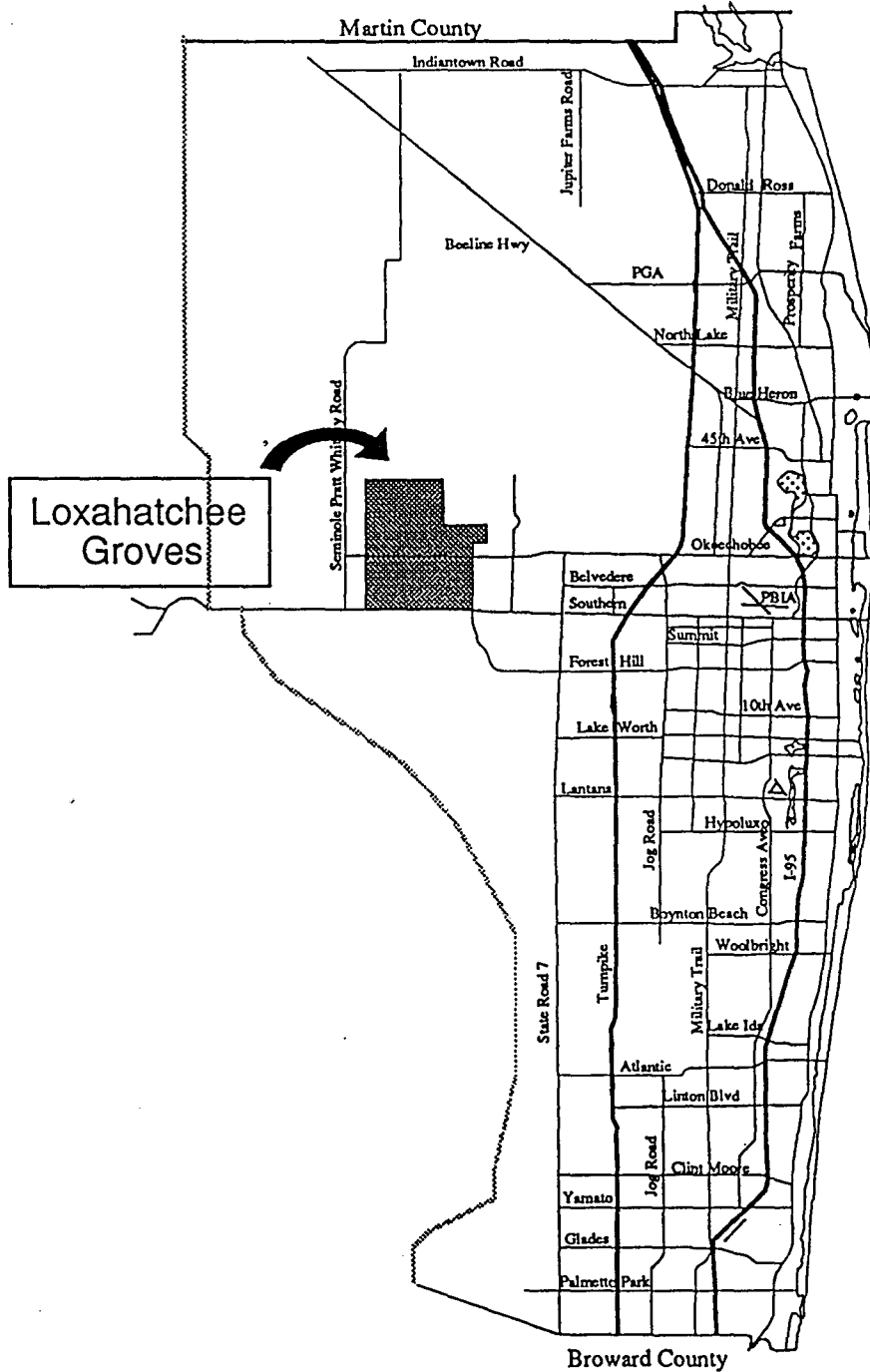
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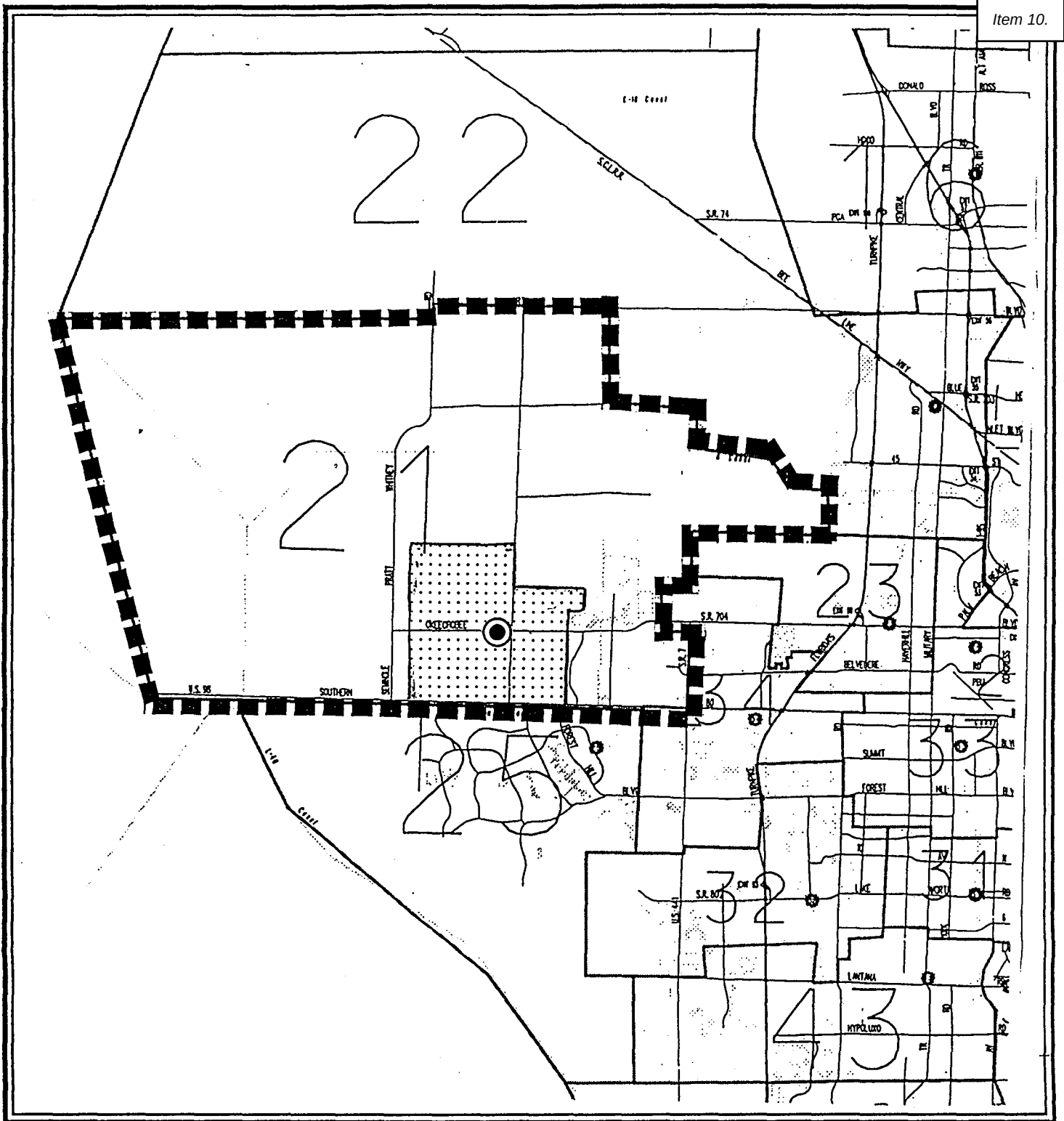
Loxahatchee Groves Neighborhood Plan Planning Area General Location



Palm Beach County Planning Division 1995

Area Water Control Districts

Palm Beach County Planning Divison 1995



Loxahatchee Groves Neighborhood Plan

Fire Rescue Station 21



Palm Beach County Planning Division 1995

Legend

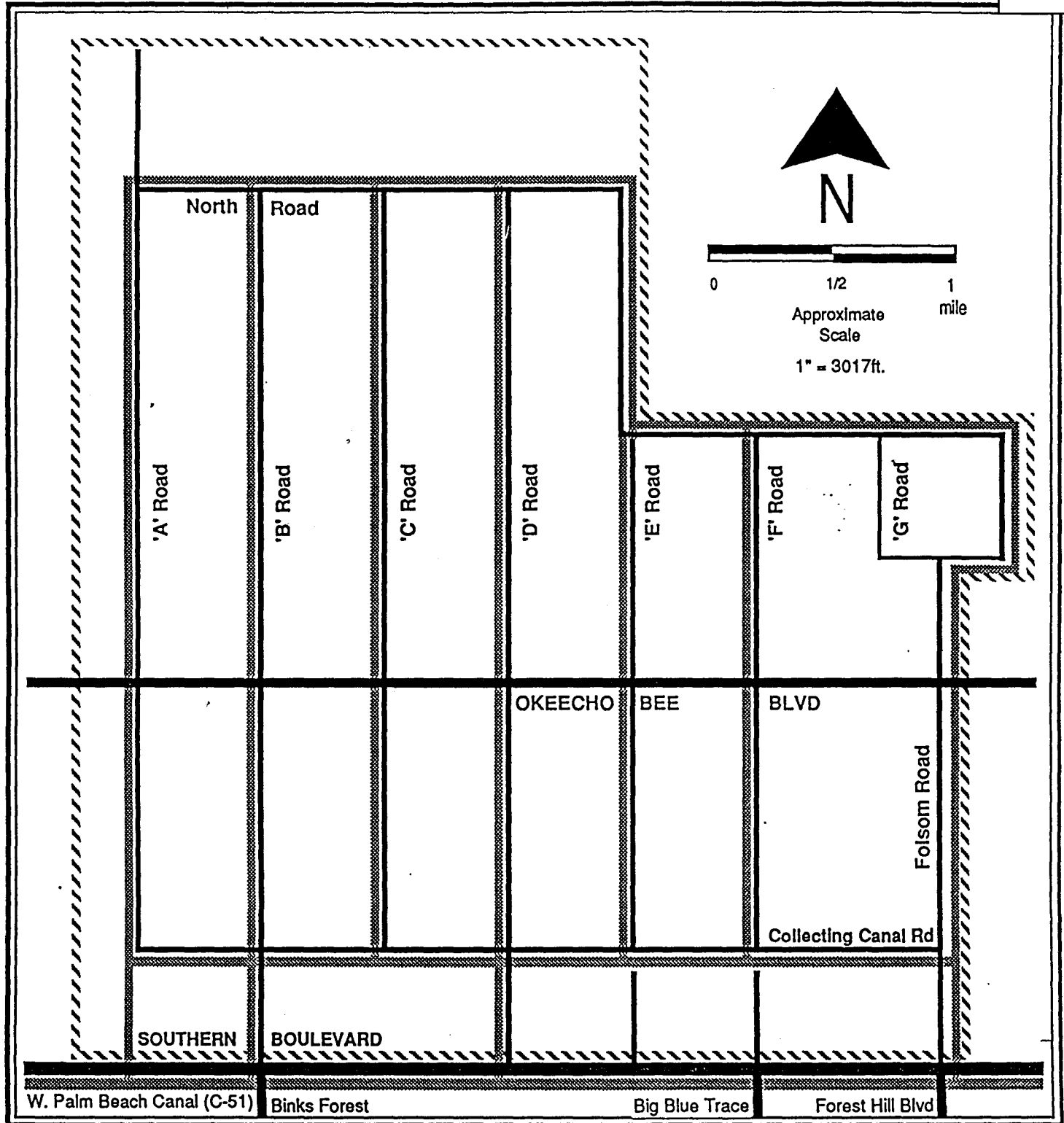


Station 21

Station 21 Service Area



Loxahatchee Groves



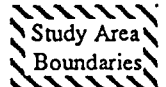
Loxahatchee Groves Neighborhood Plan **Loxahatchee Water Control District Roads and Canals**

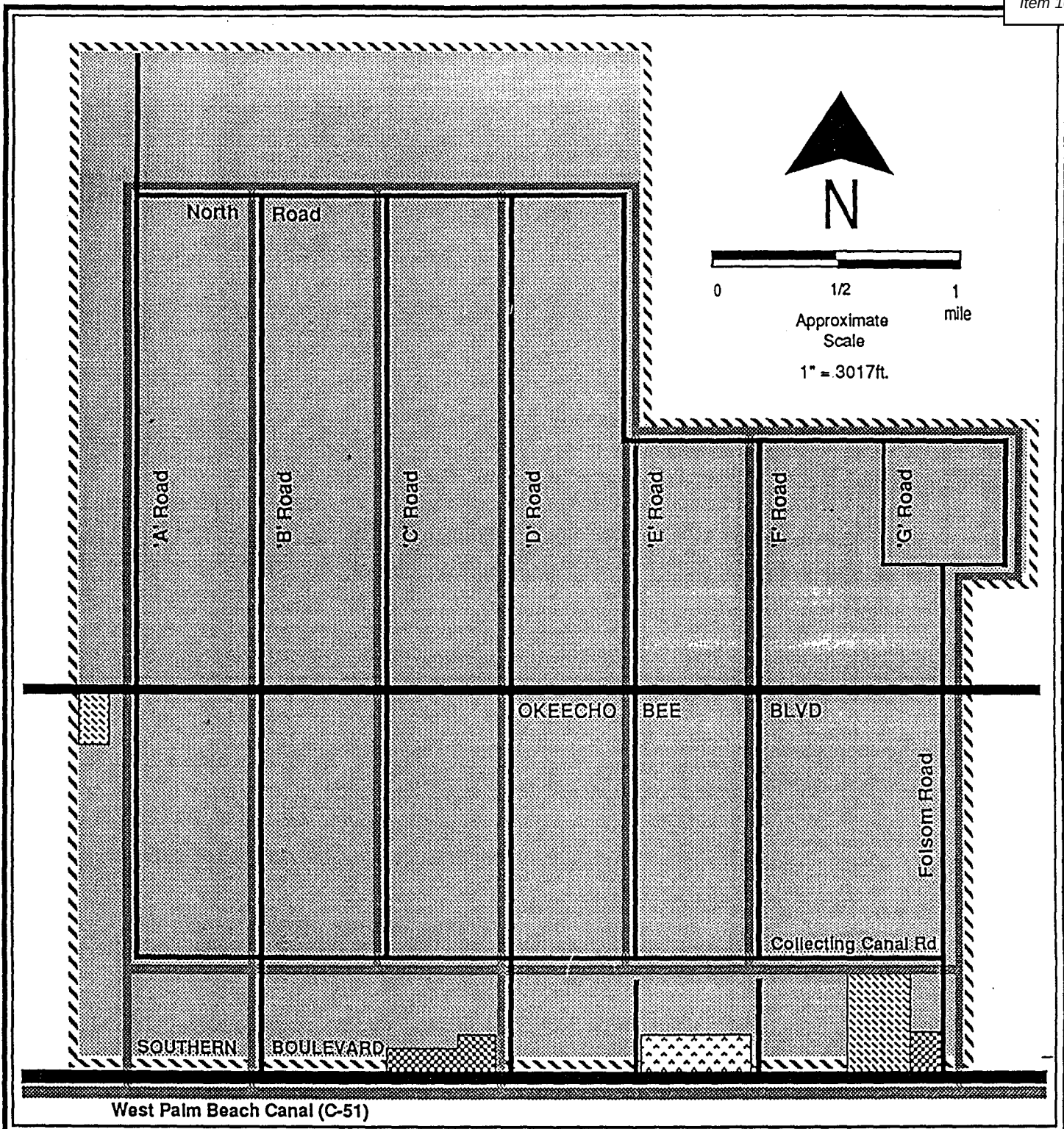


Palm Beach County Planning Division 1995

Legend

- District Roads
- District Canals
- County Roads
- County Canals





Loxahatchee Groves Neighborhood Plan

Future Land Use Atlas
1989 Comprehensive Plan

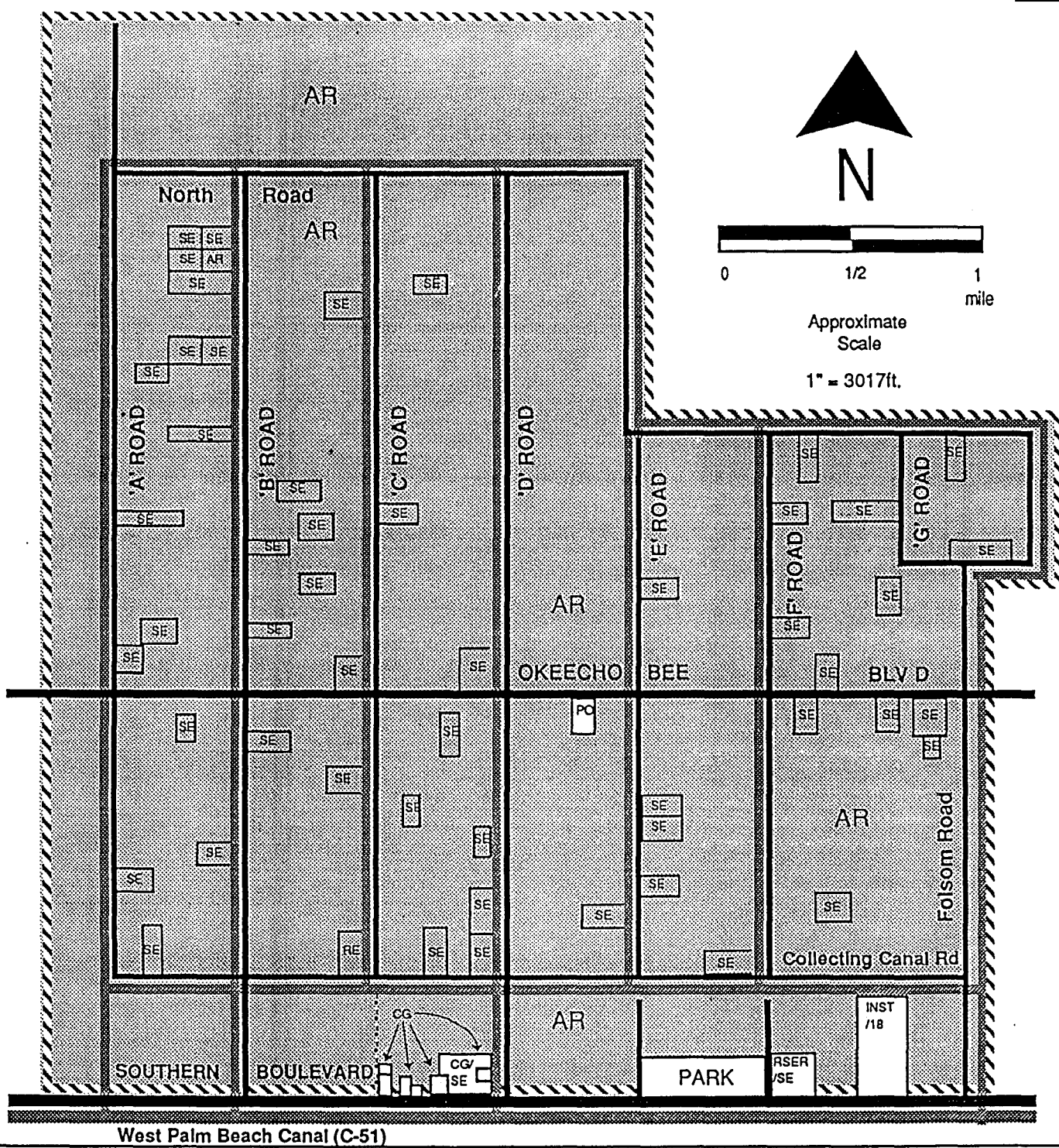


Palm Beach County Planning Division 1995

Legend

- Rural Residential 10
- Park
- Institutional
- Commercial Low

- Study Area Boundaries
- Roads
- Canals



Loxahatchee Groves Neighborhood Plan

Zoning Districts Map



Palm Beach County Planning Divison 1995

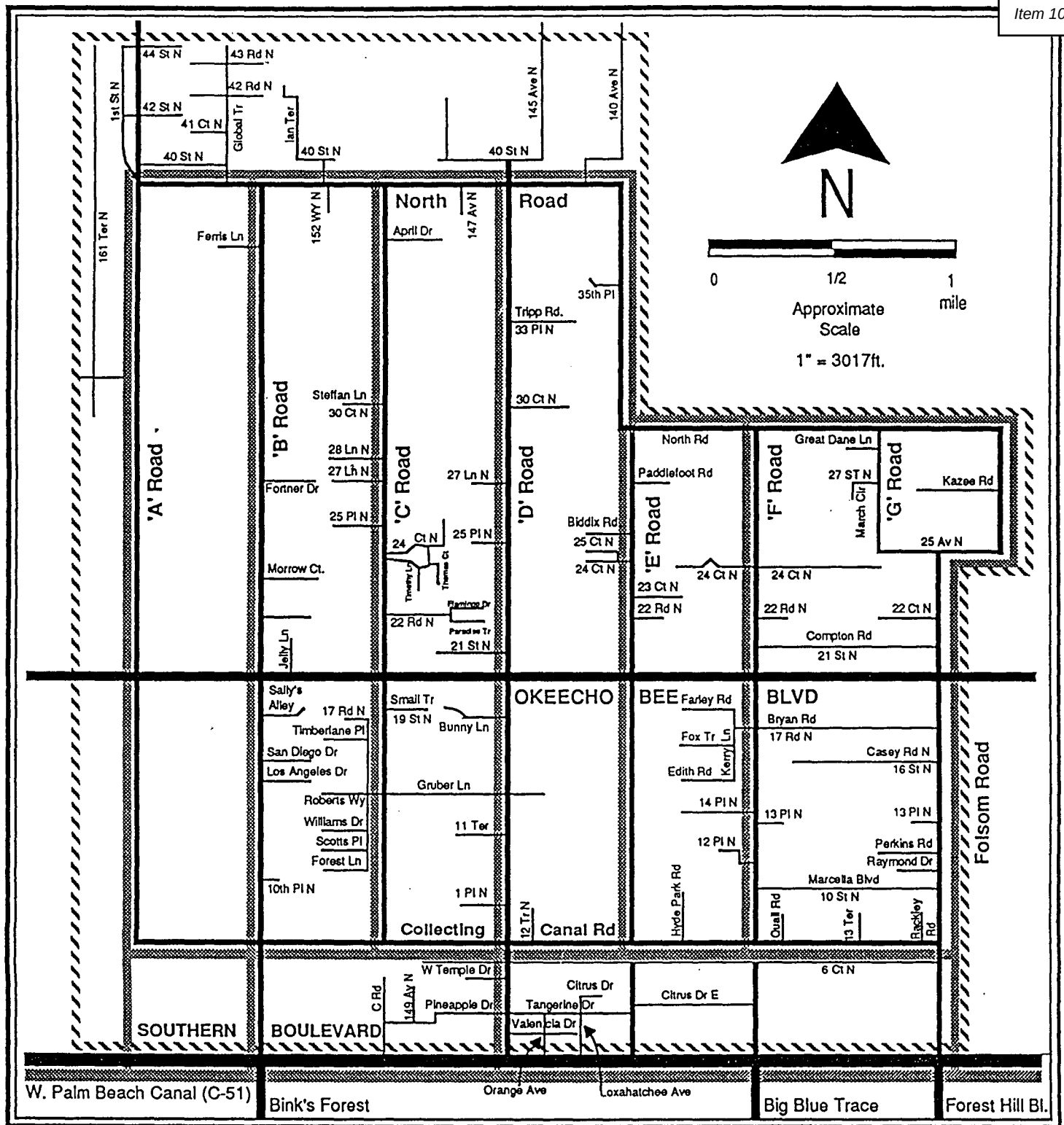
Legend

AR	Agricultural Residential
RS	Single Family Residential
INST	Institutional
CG	General Commercial
CC	Community Commercial
RSER	Rural Services District
PO	Public Ownership
SE	AR with Special Exception

Study Area
Boundaries

Roads

Canals



Loxahatchee Groves Neighborhood Plan

Roadways



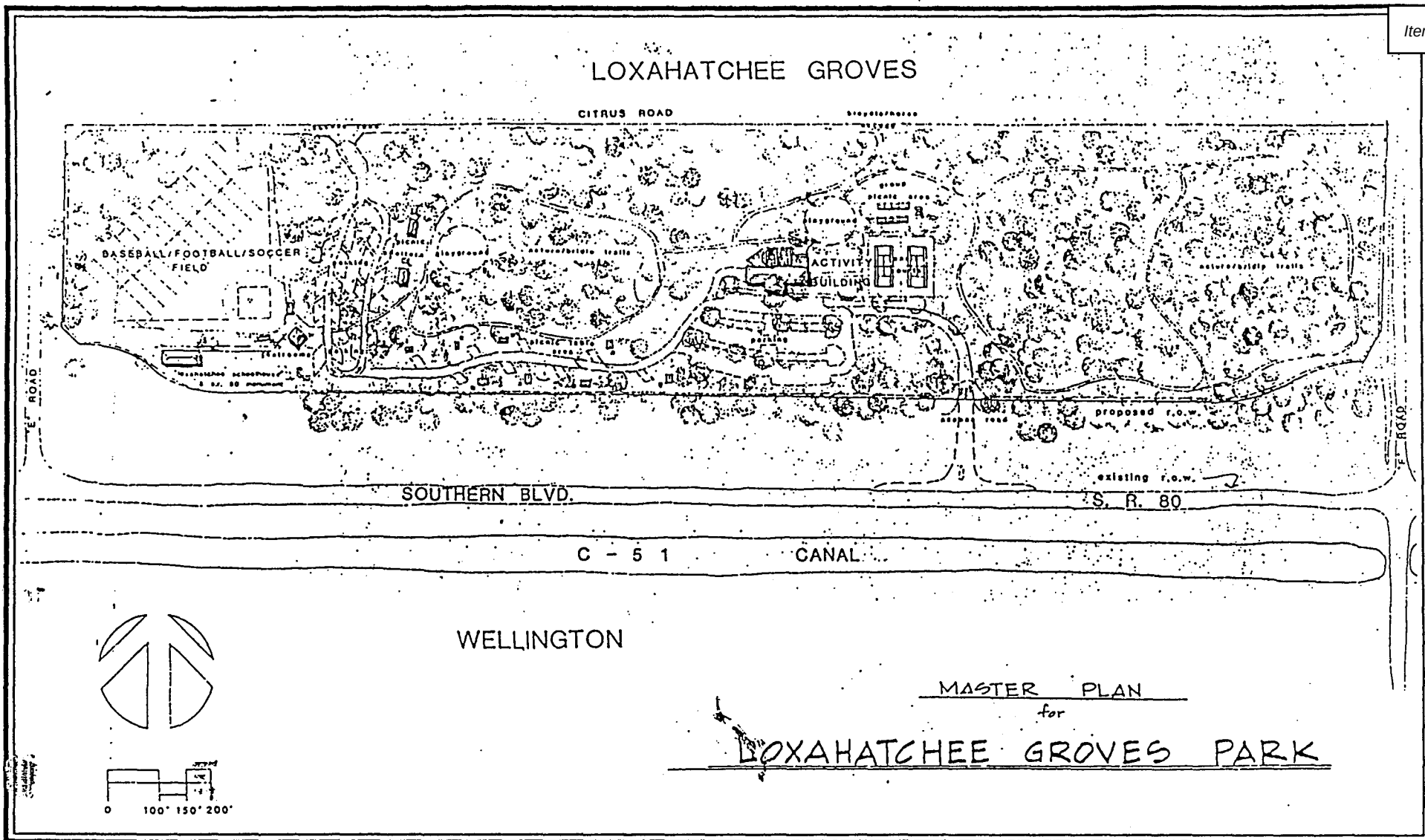
Palm Beach County Planning Division 1995

Legend

- Private Roads
- District Roads
- District Canals
- County Roads
- County Canals

Study Area
Boundaries

3.



Loxahatchee Groves Neighborhood Plan

Master Plan for Loxahatchee Groves Park



Palm Beach County Planning Divison 1995

**MISSION
AND
PLANNING PROCESS**

MISSION AND PLANNING PROCESS

MISSION OF THE NEIGHBORHOOD PLAN

The mission of the Loxahatchee Groves Neighborhood Plan ("Plan") is to preserve the existing unique qualities of the community, yet to improve the quality of life for the residents. The Plan identifies issues facing the community, and offers solutions to those problems. The plan also states goals which it strives to achieve.

HISTORY OF THE NEIGHBORHOOD PLANNING PROCESS

The idea to create a neighborhood plan for Loxahatchee Groves was first conceived in early 1992. Residents of the community sought the assistance of Palm Beach County's Planning Division shortly afterwards. In 1992, the Planning Division helped guide the planning process through the steps detailed on the chart on the following page. The Plan however, was facilitated and written by members of the community, collectively known as the Loxahatchee Groves Neighborhood Planning Committee.

Since 1992, the Loxahatchee Groves Neighborhood Planning Committee has held community meetings to gather the input of the Loxahatchee Groves community. At those meetings, the community formed the base of the Plan by identifying the following items:

- * Issues facing the community
- * Positive attributes of the community
- * Vision of the future: Loxahatchee Groves in the year 2003
- * Goals of the neighborhood plan

The following offers a detailed discussion of this information gathered at this pivotal stage of the planning process.

Identification of Issues

Several issues were raised by citizens during the community discussions as a starting point for the Plan:

- * Unrestricted commercial uses
- * Undesirable land uses
- * Need for greater control of the community's future
- * Image issue (becoming a cohesive community)
- * Preserving rural way of life which appears to be eroding

- * Growth is forcing some residents to leave
- * Liability issue of canals and roads (safety)
- * One (1) unit per ten (10) acres - land density designation is a problem: would like to see one (1) unit per five (5) acres. One (1) unit per ten (10) acres is financially out of reach to homeowner (price is too high - then only businesses can afford it)
- * Speeding on roads is a problem
- * Hospital (existing) is on the edge of the Loxahatchee Groves Water Control District and could be annexed by neighboring communities. Annexation is seen as a threat...since it could be a catalyst for development - medical and residential
- * Road alignments do not always follow Right of Way
- * County failed to protect Right of Way when they allowed permits 20-30 years ago
- * Many homes flood
- * Some homes are below grade
- * Surveys are wrong/conflicting in areas (property lines)
- * Lack of response or poor response time from Palm Beach County's Sheriff Department
- * Crime is increasing, although it is not high
- * Canals are not aligned within designated rights-of-way
- * Destruction of private property within the county right-of-way
- * Consistent architectural design for non-residential land use
- * Imbalance between property owner's interest and land use
- * Objectionable noise

Identification of Positive Attributes of the Community

At subsequent community meetings, local residents identified the positive qualities of Loxahatchee Groves.

- * Community is tight knit
- * Residents are bonded
- * Loxahatchee Groves is a good/old fashioned neighborhood
- * Loxahatchee Groves is a good values that cross socio-economic lines
- * People can live their entire life here - all phases can be lived out here
- * Community is a refuge from the hectic urban east
- * Loxahatchee Groves is a good place for children to grow up
- * The community has flexibility in land uses that allow families to slowly build their homes
- * The community takes care of itself well
- * Local citizens have good integrity
- * Rural down-home atmosphere prevails
- * Community works together to improve area, i.e., clean canals, dumping - pride in area
- * Community governs itself well

Identification of a Vision: Loxahatchee Groves in the Year 2003

The community identified a vision of the future; what Loxahatchee Groves should to be in ten years:

- * Area remains independent-minded and unregulated (minimum restrictions)
- * Area has a live-and-let-live attitude
- * Animal husbandry still thrives
- * Area is still predominantly rural
- * Area continues to govern itself
- * Land uses remain agricultural/residential
- * Community has a density of one unit per five acres
- * Community serves as a preserve for the "Old Florida". An example: Field trips from the east could visit to see the Florida of the past
- * The area retains its two lane dirt roads
- * The area possesses a heavy tree cover - (reversing a trend)
- * The community continues to provide ideal places where children can play
- * Canals are stocked with fish
- * The area contains a nature park (similar to Pine Jog)
- * People will continue to build their homes with community pride and spirit
- * Loxahatchee Groves will have a county-wide image of desirable for rural living and could be considered a "last frontier" of rural land use

Identification of the Neighborhood Plan Goals

The community set forth goals they wanted the Plan to achieve:

Maintain the Existing Quality of Life

- * Preserve the natural environment and rural atmosphere for residents
- * Provide a balance between property owners' interests and land use

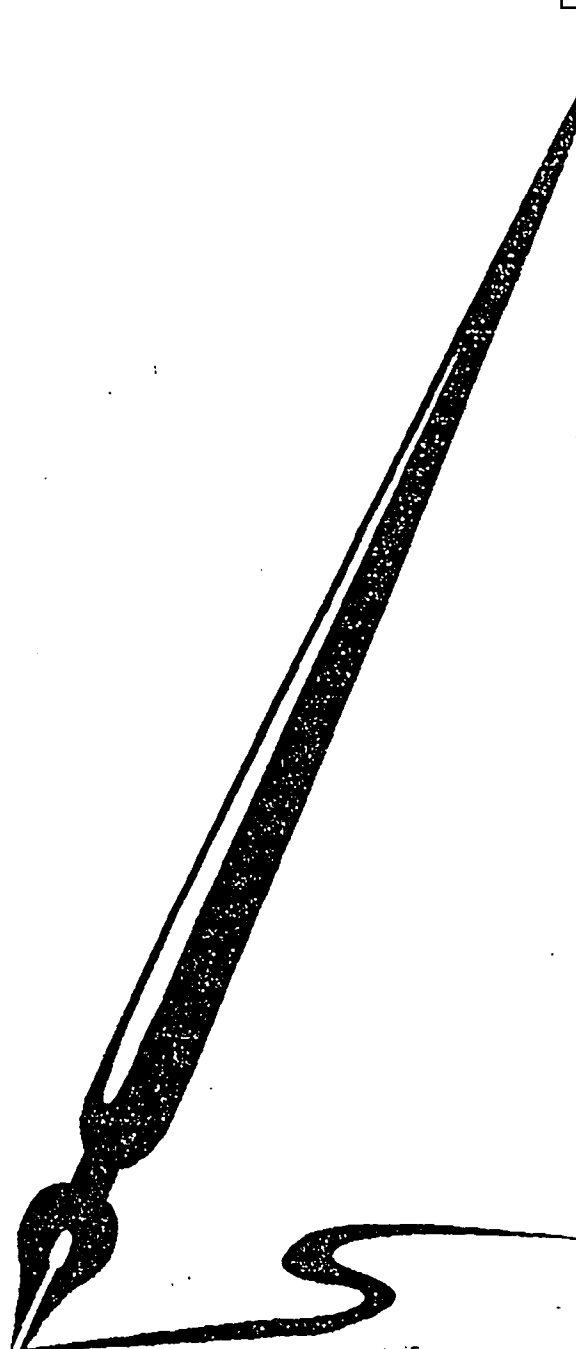
- * For non-residential use, encourage consistency of architectural design and use of native plant buffers
- * Prevent obnoxious noise
- * Promote responsible code enforcement

Guide the Future of Loxahatchee Groves

- * Promote recreational opportunities
- * Settle land use conflicts
- * Maintain low-impact non-residential and residential land uses on Okeechobee Boulevard and State Road 80 (Southern Boulevard)

Foundation of the Plan

The process outlined above formed the basis for the Neighborhood Plan presented in the following pages. The identification of issues and attributes helped crystallize the community's concerns, the vision helped focus discussions, and the goals served as parameters for the recommendations presented in this plan.



Community Proclamation

COMMUNITY PROCLAMATION

COMMUNITY PROCLAMATION

At the conclusion of the planning process the Loxahatchee Groves Neighborhood Planning Committee prepared the following proclamation outlining fundamental tenets underlying the vision of the community.

It might be said, in idealistic fashion, that government should be all good things to all good people. In the quest to achieve this most noble goal, the forefathers of this nation, listed certain "unalienable rights" in their Declaration of Independence. These included the rights of "LIFE, LIBERTY and the pursuit of HAPPINESS". These rights are considered by those of wisdom, to be one of the main foundation blocks of our society.

It was also decided, that in certain circumstances, our individual rights must be curtailed when they unduly infringe upon the rights of others. For better or worse, it has been the trend in modern times, to define when, how and to what extent our individual rights should be curtailed in order to keep us from "infringing" on the rights of others.

As our society grows more complex and congested, regulations restricting personal freedoms continue to grow. We have now reached a point in time when those who wish to enjoy the freedoms of our forefathers must find special places to go to if they are to enjoy these rights. Historically, in Palm Beach County, those who found the need or had the desire to live with these freedoms have found such a special place in Loxahatchee Groves.

In this rare and endangered place known as Loxahatchee Groves, we are free to pursue our dreams without worry that our actions will infringe upon our neighbors' rights. In this odd and precious niche, we pass the days with our doors unlocked, our keys in our cars and our children playing and fishing on our road sides. If due to an unexpected rainstorm, you must roll up your car windows in the middle of the night, you can run outside as you are without an intolerant neighbor reporting you for lewd and lascivious behavior.

Most of us have raised families here, without ever giving a thought to the cautions that come hand in hand with urban sprawl. In these modern times, this is a condition that should be guarded; protected like any good thing that is in danger of extinction. Freedom is the heartbeat of our community. This is a heritage that should be protected for future generations.

Unfortunately, highly developed surrounding communities do not enjoy the same status. They, for better or worse, are headed in the direction of becoming "mega-suburbias". Although they have the land mass that is necessary to support this, they do not have the road systems that would permit the hordes of people to enter and exit their development. In order to alleviate this problem, they demand that highways be carved through the heart of our community. They have no consideration for the fact that our dirt roads are what

preserve our communities unique lifestyle. Destroying this community would destroy one of the lifestyles that Palm Beach County and the State of Florida were founded upon.

Whether it is our children or yours who choose to enjoy these freedoms, we must protect this last community that affords them. Historical significance should be considered in striving to protect the last "Florida Frontier Community". The old one-room school house that educated the children of the pioneers of this community has been moved to the Fair Grounds and turned into an exhibit. An exhibit that is intended to show future generations what life was like in "Old Florida". It is a remembrance of an extinct way of life. We pray that the wisdom of the Board of County Commissioners do not allow those who would over run us seal a similar fate for our community.

LOXAHATCHEE GROVES

PAST AND PRESENT

HISTORY AND OVERVIEW OF THE COMMUNITY

HISTORY OF LOXAHATCHEE GROVES

Loxahatchee Groves Water Control District is by far the oldest Western Community, and has the quaintest history. Past years' happenings have shaped Loxahatchee Groves' present and will influence the future for which residents are planning.

When white men arrived in the 1500s, western Palm Beach County was wild, lush, treacherous and wet. This hauntingly primeval land belonged to birds, beasts, bugs and a scattering of Indians.

Starting about the time of the Civil War, great chunks of South Florida were bought, sold and re-sold by speculators. However, the area was not easy to settled, nor to put to "profitable" use. In 1899, New Orleans-based Southern States Land and Timber Company paid \$.25 per acre for more that three thousand square miles including what is now the Western Communities. Southern States intended to take advantage of the state's efforts, assisted by the U.S. Government, to tame Florida's interior. It sent George Bensel to West Palm Beach to manage its investments.

Palm Beach County (C-51) Canal from Lake Okeechobee to the coast was one of the U.S. Corps of Engineers' projects. The canal was opened for travel and land draining in February 1917. Surveying for canals on 6400 +/- acres of early Loxahatchee (Turtle Creek in Indian dialect) began in May. In July, dredging for D Canal started. Primitive D Road was formed along the east side, using excavated soils. Soon there were thirty miles of canals with paralleling roads, which followed section lines, and eventually could link up with roads outside. (E.g. E Road/140th Ave; Folsom/Forest Hill; B/Bink's Forest).

Southern State's first project was a dairy on D Road south of Collecting Canal. The first settlers were the engineer and dairyman, their families and workers, who arrived in August 1917 to mid-1918. Wives of the engineer and dairyman started a school with eight pupils in a building provided by Southern States. Sunday school also soon met there.

Most east-west travel was on the canal. In 1924, future State Road 80 was completed, bordering the canal.

George Bensel organized Palm Beach-Loxahatchee Company, bought Loxahatchee and replatted it as Loxahatchee District Subdivision. In 1925, Loxahatchee Sub-Drainage District was chartered under Florida Statute 298. Its boundaries were A Road on the west, and North Road from A to E Road on the north, rather than the present 62nd and Callery Judge. The plat dedicated the roads as public highways, which has caused problems. A combined grocery store/post office/gas station opened on State Road 80 near D Road in 1925.

Florida land sales were booming, and selling land was George Bensel's intent. Loxahatchee north of Collecting Canal was platted in ten and twenty acre tracts, each with three acres of citrus as a sales gimmick. George's brother, Tom K. Bensel, managed the five year task of planting 56,000 trees. The land boom fizzled but the trees thrived. In 1931, a fruit packing house with Loxahatchee's first telephone was built on State Road 80, west of D Road. 20,000 boxes were filled that year, with the eventual annual output being 100,000 boxes. In 1934, tomatoes were planted west of the district and a second packing house was built beside the first.

Canals had been dug to let water out, however, dry spells necessitated installing a back pump at Stat Road 80 and D Road in 1935.

The next year, the Old School House, now in the Fairgrounds Yesteryear Village, was built. One large room could be divided by folding doors. Plumbing was out back. The first season had one teacher, six grades and thirteen children. A school for black pupils was out back.

Loxahatchee grew slowly. By the 190's, huge cattle ranches were developed to the west, and some of their employees lived in the tiny town. Electricity arrived in the late 1940's.

Southwest Volunteer Fire Department, began serving Loxahatchee in 1949. A Glades fire-fighting unit was the official department serving the area, but it never came east of 20-Mile Bend. Southwest's men and equipment helped, but equally important was the concern for the area by Southwest's leaders. It was partly through their pressure that the Folsom Road Bridge across Collecting Canal was constructed in the late 1960's.

By 1950, a modest commercial strip with a grocery store, post office, restaurant and the packing houses had established itself from D Road westward several hundred feet. Soon after 1950, Loxahatchee offered two distinct life styles.

South of Collecting Canal were city-sized lots. Neighbors could chat from their porches, the post office and grocery store were within easy walking distance. A cow, pony and a few chickens would be kept in the yard, however, there was no way that a herd of cattle or a stable of horses could be accommodated. Although there are a few small lots on short streets north of Collecting Canal, multi-acre homesites had privacy and opportunities for farming and nature all around. Even with the risks from ferocious weather, brush fires and medial and law enforcement emergencies, the boondocks environment appealed strongly to many people. A few individuals choose Loxahatchee because their activities were not suited to city neighborhoods.

North-enders have always gone almost daily to downtown Loxahatchee, but until Okeechobee was paved in 1983, south-enders avoided going north. Apparently, they feared bad roads, bad snakes and maybe bad guys lurking in the underbrush.

By 1950, perhaps thirty to thirty-five families lived north of Collecting Canal. Oldtimes called on newcomers. When people met on the roads, they waved, or stopped and chatted. There was a feeling of kinship.

Roads bordered by oleanders and hibiscus roller-coastered through deep muck sinks that filed with water when it rained. Vines of tiny blue grapes spread over the ground, festooned bushes and waged tree-climbing contest with poison ivy. Water-adapted vegetation and wildlife flourished in the bark-dark marshes.

Brazilian peppers were in their first states of their takeover. Australian Pines had come on the scene. Melaleucas were rare or absent until seed-stuffed fluff was blown in by Hurricanes Cleo and Isabel in 1964 or 1965.

In late 1961 or early 1962, George Bensel died. Palm Beach-Loxahatchee Company holdings were sold to Royal Palm Beach Colony, who sold them to Lefcort. Lecorf's sales efforts concentrated on B Road. A B Road entrance was opened and a concrete bridge was constructed across Collecting Canal. Until then, D Road was the only bridge across Collecting Canal and due to its limited access, had helped to keep thefts down. Lefcort's sales pitches were to county gentry types, and there were few sales.

The properties went back to Royal Palm Beach Colony under the name Loxahatchee Investments. District supervisors were Colony officials from Miami. The district's office work was done in Royal Palm Beach, and maintenance was by Village crews. District taxes were low.

Loxahatchee Investments aimed advertising at not necessarily affluent county enthusiasts. Five acre tracts without citrus ranged from \$3,750 in the north end to \$4,340 on Collecting Canal Road. That established the pattern of five acre tracts and was moderately successful. New arrivals typically removed the trees and converted the marshes to ponds.

In June 1965, the Old School House was closed. Loxahatchee youngsters were to be bused to elementary schools elsewhere for the first time.

Rickety wooden bridges crossed the canals and each bridge had an "unsafe bridge" sign, which scared off visitors. Now and then, a heavy truck crashed through.

Loxahatchee Landowners Association was organized in 1969 by a woman who talked with residents as she gathered signatures requesting rural mail delivery. In that year, Palm Beach-Broward Soil Conservation District determined that 3,700 acres were owned by 250 private parties whose holdings averaged 15 acres. An estimated 200 people lived in 50 houses or trailers. Presumably, Loxahatchee Investments owned the balance.

1970 was a busy year. Rural mail delivery came to Loxahatchee. Irene Burg opened the first commercial landscape nursery, on D Road. A Bensel-originated groves management company had gone out of business. Young groves were doing well, but the original trees were old and had been neglected. The old packing house had served briefly as a hardware store, and a feed store, and sometimes a polling place. Essentially, their time was over. In 1970, one was torn down, and the other burned down a year later. Loxahatchee Landowners Association leased the Old School House, which became a community center. The State Division of Forestry erected a watch tower and building at D Road and Collecting Canal. The specially trained personnel and special equipment were most welcome. With more people, there were more careless fires. A year later, Loxahatchee Volunteer Fire Department was organized and chartered. They kept a number of small fires from going out of control.

By the sub-drainage's 1972 election, quite a few families had bought land and moved to the area. Loxahatchee Investments sold most of its buildings north of Collecting Canal to a week-end resident. Company representatives resigned from the board, and local men were elected.

Late in 1972, County zoning came to Loxahatchee with a Residential Estates category specifying 2 1/2 acres per unit and no farm critters, although existing situations were grandfathered in until sold. In 1974 or 1975, the old church building was sold to Military park Fire Rescue District and became it Substation #3.

The District Manager was asked to extend Okeechobee Boulevard through the swampy missing link between D and E Roads. (By that time, its early name of Middle Road had been dropped). The community was no longer split down the middle.

In the mid 70's Loxahatchee Landowner's Association decided it did not like Residential Estate zoning because of the restrictions on livestock and the threat of too many people. Members convinced the Board of County Commissioners that it would be better to have agricultural, with five acres per dwelling unit, and livestock welcome.

When the 1978 Comprehensive Zoning plans were drawn up, the Planning Division added Agricultural-Residential, supposedly with Loxahatchee especially in mind. In 1978, a drastic change in Loxahatchee's transportation system was made when a culvert bridge crossed Folsom Canal to connect with Royal Palm Beach. This was a county project. With Military Park Fire Rescue's substation #3 in operation, the local volunteer firemen disbanded.

Probably a year later, Loxahatchee Town Center Investors bought 11 acres at the corner of State Road 80 and West D Road. The District was able to buy the acre where its headquarters had stood for years. At the District's request, the state legally changed its name to Loxahatchee Groves Water Control District.

In June 1982, the Board of County Commissioners bought a 30 acre tract for a county park between E and F Roads on State Road 80. Loxahatchee Landowners Association, who had urged the purchase, had envisioned a ball field, horse trail, picnic area, pavilion and mostly woody terrain. However, the Parks Department worked up an elaborate plan.

Palm Beach County's Fire-Rescue Station 21 opened in 1985. Okeechobee Boulevard was black topped between Folsom and A Roads in late 1983 and between Folsom and Seminole Prate Whitney Road in April of 1984. Palms West Hospital and its first office building opened their doors in 1986. Loxahatchee Groves Elementary School welcomed pupils in 1986 or 1987.

In August 1989, Palm Beach County adopted a new Comprehensive Plan. Due to the urban sprawl concerns raised by the State Department of Community Affairs, the former one unit per five acre density was decreased to one unit per ten acre density. The revision created a significant number of non-conforming land uses, since some tracts were previously divided into parcels five acres or less.

LOXAHATCHEE GROVES TODAY

- A Snapshot of the Community -

Character and Land Use

Loxahatchee Groves consists primarily of rural residential and agricultural related land uses. Residents of this quiet, forested community are proud of the rural, "country" character created by rural residences, farmland, and rustic dirt roads. Rural residences have added to this character by retaining most of their existing native vegetation. Much of Loxahatchee Groves remains covered by a canopy of native Florida slash pines, contrasting with other areas of Palm Beach County that have been clear-cut and urbanized. Various agricultural uses, including farmland, nurseries, aviaries, and equestrian facilities continue to enhance the rural character as well.

Location and Statistics

Loxahatchee Groves encompasses 12.5 square miles (8000 acres) and has an estimated population of 2500. The boundaries of Loxahatchee Groves Neighborhood Plan are contiguous with those of the Loxahatchee Groves Water Control District and is located immediately to the west of the incorporated (1959) Village of Royal Palm Beach, to the east and south of the Acreage, and to the north of Wellington.

Role of the Loxahatchee Groves Water Control District

In 1925, Florida Statute 298 established the Loxahatchee Groves Sub-Drainage District (LGWCD) as a single purpose water control district with limited authorities related to canals and roads. The Statute authorizes water control districts to "build, construct, excavate, and complete works and improvements necessary to carry out, maintain, and protect" reclamation of land. In addition, LGWCD has the authority to build and maintain district roads and rights-of-way. Florida Statute 298 authorizes the District to "implement works and improvements of waterways, canals, bridges, and roadways". Although the LGWCD is the only local civil authority in Loxahatchee Groves, it does not have the authority to regulate land use nor establish public facilities and services.

Landowners elect a five-member Board of Supervisors to govern the District, each of which serves a three-year term of office. Each acre of land equals one vote in the election process, which allows large property owners to have more influence in an election than smaller property owners.

Role of the Landowner's Association

The Loxahatchee Groves Landowner's Association (originally called the Loxahatchee Landowner's Association) was formed in 1969 and incorporated on July 20, 1971. It is a non-profit, chartered organization made up of property owners dedicated to the well being of Loxahatchee Groves. The Association holds an annual election of officers. Open

monthly meetings allow all persons concerned with Loxahatchee Groves to express their opinions. This association is dedicated to preserving and protecting the rural atmosphere of Loxahatchee Groves, as well as keeping aware of the necessity to plan and prepare for the future.

Role of Palm Beach County

Palm Beach County governs the education, fire services, sheriff's department, zoning and land uses for the community. Loxahatchee Groves lies in the unincorporated area of Palm Beach County in what is called the Rural Service Area. The Rural Service Area does not receive as high an intensity of services as the Urban Service Area. However, land owners in the Rural Service Area have the freedom to pursue agricultural uses on their land.

Role of the South Florida Water Management District

LGWCD falls under jurisdiction of the South Florida Water Management District. The Water Resources Act, (Chapter 373 of the Florida Statutes), created regional water management districts to oversee and regulate water production, consumptive use of water, wells, and the management and storage of surface waters. The LGWCD must obtain a permit from the SFWMD prior to "construction or alteration of ditches, dams, and culverts".

THE LOXAHATCHEE GROVES NEIGHBORHOOD PLAN

PLANNING ISSUES AND SOLUTIONS

- * **Background/Current Conditions**
- * **Analysis**
- * **Identified Issues**
- * **Recommendations**



Land Use

LAND USE

Background/Current Conditions

In the early 1900's, Loxahatchee Groves was plotted into 10 acre tracts and sold in 1925 with three acres of citrus groves on each tract. Beginning in the 1950's, developers purchased some of these tracts and further subdivided them to parcels as small as one acre. In 1972, Palm Beach County established a density of one unit per two and a half acres in Loxahatchee Groves. The adoption of subsequent County Comprehensive Plans and zoning codes decreased the density to one unit per five in 1980 and, finally, one unit per ten acres in 1989. Regardless of this density change, parcels of five acres predominate in Loxahatchee Groves.

Current Residential Land Use

Residential land uses predominate in Loxahatchee Groves. Most of the residences are single family homes located on five acre lots. Loxahatchee Groves has maintained a long standing tradition of small agricultural practices on many residential properties.

Current Agricultural Land Use

Agriculture continues to be the predominant non-residential land use in Loxahatchee Groves. There are many different types of large and small scale production farms. These farms produce a variety of products. Vegetables grown in the area include tomatoes, pepper, eggplant, squash, cucumbers, beans, watercress and herbs. Some farms raise livestock such as horses, cattle, and goats, as well. Other types of agriculture in Loxahatchee Groves include aviaries, tree farms, wholesale nurseries, and fish farms.

Current Non-Residential/Non Agricultural Land Use

Limited non-residential/non-agricultural land uses exist in Loxahatchee Groves. In addition, a small area of commercial development exists along Southern Boulevard which was established prior to the adoption of the 1989 Comprehensive Plan.

Agricultural Residential (AR) zoning limits the types of land uses permitted in Loxahatchee Groves. The Unified Land Development Code (ULDC) permits several types of non-residential development in AR districts. Examples of non-residential uses allowed include: churches, schools or meeting halls. However, AR zoning does not allow general commercial development.

Future Land Use Designations

Palm Beach County created parameters to protect and preserve rural areas in the 1989 Comprehensive Plan. Objective 6 of the Comprehensive Plan states that "Palm Beach County shall adopt amendments to its land development regulation for the purpose of protecting and enhancing the rural lifestyle and quality of life of residents in the areas

designated as Rural Residential." To accomplish this, the County retained the Rural Residential 5 category in the Comprehensive Plan. However, the Department of Community Affairs (DCA) in Tallahassee declared that a density of one unit per five acres constituted urban sprawl. In response, the County eliminated the RR5 category by redesignating all such areas as RR10. The DCA ruling did not address existing conditions where communities were developed at one unit per five acres. Consequently, the Rural Residential 10 category replaced Rural Residential 5 on Palm Beach County's Future Land Use Atlas. The attached Future Land Use Atlas details the Future Land Use designations for Loxahatchee Groves.

Existing Zoning

Section 6 of the ULDC created zoning districts and other regulations in order to implement the Comprehensive Plan. This Section designates Loxahatchee Groves as an Agricultural Residential District.

Section 6.2, C.

1. **AR, Agricultural Residential District.** The purpose and intent of the AR district is to protect and enhance the rural lifestyle and quality of life of residents in areas designated rural residential, to protect watersheds and water supplies, wilderness and scenic areas, conservation and wildlife areas, and to permit a variety of uses that require non-urban locations but do not operate to the detriment of adjoining lands devoted to rural and residential purposes. The AR district corresponds with the Rural Residential 10 (RR10) and Rural Residential 20 (RR20) land use designations in the Future Land Use Element of the Comprehensive Plan.

The Midlands Study

Palm Beach County commissioned a private company to complete a study of the western communities to assist in its long range comprehensive planning effort. The Midlands Study, completed in 1989, examines the portion of the County called the Rural Service Area which is designated RR10 or RR20 in the Comprehensive Plan's Future Land Use Atlas. The purpose of the Midlands Study was to determine "the extent to which identified sub-areas may require special treatment, through either the extension of public facilities or through the adoption of minimum standards to assure that the health and safety of area residents is protected". The Loxahatchee Groves Neighborhood Plan does not endorse the conclusions and recommendations of the Midlands Study. The majority of the recommendations were either not well received or strongly opposed by the residents of Loxahatchee Groves.

Analysis

Density

Whereas the existing AR zoning guidelines encourage the preservation of the rural residential character of Loxahatchee Groves, RR10 Future Land Use designation does not. The RR10 density of one unit per ten acres encourages non-residential development. The price of a ten acre parcel of land, approximately \$10,000 to \$15,000 per acre at the time of this writing, is too expensive for the average home buyer. The RR 10 density was established to "protect and enhance the rural lifestyle and quality of life of residents" in rural areas. By encouraging non-residential uses, the RR 10 density is not accomplishing what it was created to do in the Comprehensive Plan.

Compatibility of Agricultural and Residential Land Use

Since, Loxahatchee Groves consists of a balance of residential and agricultural land uses, potential problems with conflicting land use could occur with the increase of residential development in close proximity to agriculture. Conflicting land use concerns include:

- * preservation of wildlife habitats
- * noise levels from farm equipment
- * noxious smell from animals
- * water and air quality
- * pesticide drift from farms and nurseries

However, agriculture and residences can co-exist when adequate edge relationships (buffer zones) are maintained. Agricultural operations can exist in Loxahatchee Groves if buffering and other methods ensure compatibility with existing adjacent residences. Buffering with existing native vegetation and tree canopy would not only protect residences, but help preserve the environment as well. Preservation of agriculture is essential as farm land enhances the rural character of the community and serves important economic and production roles.

Land Use and Zoning

The existing AR district guidelines encourage the preservation of the agricultural/rural residential character of Loxahatchee Groves. However, to preserve this character in the future, a balance of agricultural and rural residential development is essential.

As stated previously, Loxahatchee Groves consists primarily of agricultural and residential land use. Other types of land uses, including commercial and industrial, are incompatible with the rural character of the community. The Neighborhood Plan recommends that non agricultural and non residential development be limited to what is permitted in AR zoning.

All new development in Palm Beach County must comply with the 1989 Comprehensive Plan and the Unified Land Development Code. Through existing Future Land Use and zoning designations, RR10 and AR, neither document permits general commercial nor industrial development in Loxahatchee Groves.

At the present time, in order to develop a parcel of land as either commercial or industrial land uses, a property owner is required to apply for an amendment to the Future Land Use Atlas and/or a change in zoning district designation. Several government agencies are responsible for approving such applications. The Planning Division, Land Use Advisory Board, Board of County Commissioners, and the State of Florida Department of Community Affairs each play a role in the Comprehensive Plan amendment process. The Zoning Division, Zoning Commission, and Board of County Commissioners play roles in the zoning designation process. Public hearings and the recommendations of applicable neighborhood plans are also important factors.

Identified issues:

- Loss of preservation of the natural environment and rural atmosphere for residents
- Inconsistent architectural design for non-residential land use
- Unrestricted high activity commercial mixed in with residential

The Loxahatchee Groves Neighborhood Planning Committee was unable to determine appropriate solutions to all the problems or issues identified at the community meetings, due to the costs involved or other prohibitive factors. The following issues were not discussed in the context of the Land Use section since viable solutions could not be reached:

- Destruction of private property within the county right of way
- Imbalance between property owner's interest and land use
- Objectionable noise

RECOMMENDATIONS:

- * If petitioned by a landowner, Palm Beach County should consider low impact non-residential land uses, in addition to residential use, on Okeechobee Boulevard and State Road 80 (Southern Boulevard) in accordance with the Palm Beach County Comprehensive Plan and the Palm Beach County Land Use Code and the following standards:
 1. As to Okeechobee Boulevard only, the depth of such uses shall not exceed 660 feet from Okeechobee Boulevard,
 2. the rear fifty feet shall be landscaped and fenced or walled to provide a 100% opaque barrier,
 3. access to the site shall be limited to Okeechobee Boulevard or Southern Boulevard,
 4. architectural elevations will be submitted at time of land use amendment indicating a single story rural architectural style consistent with the residential style of the community.
- * The zoning category of the Loxahatchee Groves Planning Area should remain Agricultural Residential, with those regulations as described in Palm Beach County's Unified Land Development Code, except as otherwise directed by land use changes consistent with this document.
- * Palm Beach County should consider notifying the Loxahatchee Groves Landowners Association of any non-residential land use permit applications within the Loxahatchee Groves Planning Area.
- * Due to the large lot size in Loxahatchee Groves, Palm Beach County should consider expanding the notification radius for landowners applying for permits/zoning changes outside the Urban Service Area to 1,200'.
- * Palm Beach County should consider notifying the Loxahatchee Groves Water Control District of any reclassification of zoning due to road and/or drainage issues within the Loxahatchee Groves Planning Area.
- * Palm Beach County should explore the possibility of amending the 1989 Comprehensive Plan to recreate a one unit per five acres land use category, as stated in the 1980 Comprehensive Plan, for the Loxahatchee Groves Planning Area.
- * Palm Beach County should consider restricting the sale of any petroleum product within the Loxahatchee Groves Planning Area.

- * Any new commercial building architecture should reflect the rural nature of the community.



Home Based Business

HOME BASED BUSINESS

Background/Current Conditions

Home based businesses in Loxahatchee Groves, and the surrounding County, have existed as far back as the 1920's, when dairy and produce farms, citrus groves, and lumber companies kept offices on site. As time went on, other agricultural businesses, such as nurseries, tree farms, aviaries, and horse farms, have kept on site offices, as well.

Current Home Based Businesses

Present day home based businesses in Loxahatchee Groves include agricultural and non agricultural related businesses. Agricultural business such as nurseries, tree farms, small aviaries, vegetable growers, and horse farms remain common today, yet are not considered home based businesses within this plan. Non-agricultural home based business such as bookkeeping and small arts and crafts businesses also exist in Loxahatchee Groves.

Analysis

Future Growth of Home Based Business

Home based businesses are a necessary and growing industry in Loxahatchee Groves. Many households need the financial support of two incomes in today's economy. Home based businesses offer a unique opportunity for a member of a family to earn an income while remaining at home. As the "information age" reaches individual homes through computer access, more people will work from their own homes. The National Chamber of Commerce cites that home based businesses are one of the fastest growing industries in the country and will become a major industry in the future.

Home Based Business and the County Rule for Occupational Licenses

Many home based businesses require more space than the zoning code for Occupational Licenses allows. The ULDC limits the space used by a home based business to 10 percent of the total square footage of the dwelling unit. Business is not allowed to be conducted within an accessory building or structure. Many residents in Loxahatchee Groves stress that these limitations are far too restrictive and have forced some businesses to move to office space, with expenses that reduce the profit.

Many non-licensed businesses could become legitimate if space and employee limitations of the Zoning Code were revised. The space limits of a home based business could be raised and the number of employees increased to accommodate new and existing businesses.

Identified issues:

- Lack of definition of "home occupation"

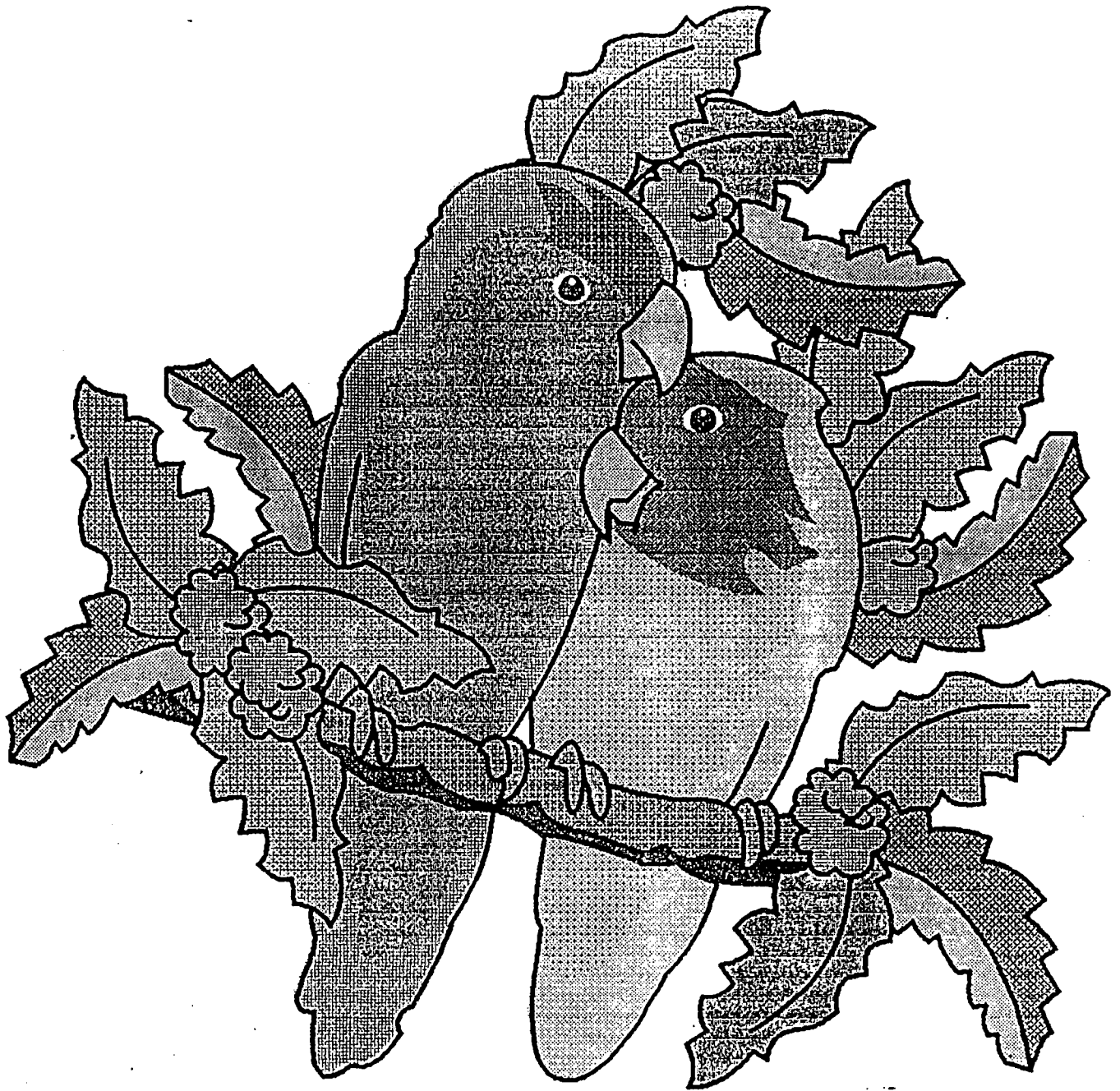
RECOMMENDATION:

The Loxahatchee Groves community requests that Palm Beach County consider incorporating the changes in **bold type** when the Land Development regulations are rewritten. Specifically, consider enhancing and modifying home occupation regulations for landowners and Palm Beach County, per the Unified Land Development Code, Section 6.4 D, Note 50 to incorporate the following concepts:

- Incidental Nature. The home occupation(s) shall be clearly incidental and secondary to the residential use of the building and shall be confined to not more than **thirty (30)** percent of the total floor area of the **principal** dwelling, **not to exceed 600 square feet unless approved by a Special Use Permit.**
- Location. A home occupation shall be conducted within the principal dwelling **or an accessory building or structure. The accessory building cannot be** an open porch or carport visible from any property boundary. **Accessory building location and size will be governed by existing Land Development guidelines.**
- No change to the character of the dwelling. The home occupation shall not change the essential residential character of the dwelling in terms of exterior appearance and interior space.
- Employees. A home occupation use shall be conducted by a member of the immediate family residing in the dwelling unit. A maximum of **two (2)** persons who **are** not members of the immediate family may assist in the operation of the home occupation. **Special permits will be required for any additional employees on-site.**
- Occupational license. A home occupation shall be operated pursuant to a valid occupational license for the use held by the resident of the dwelling.
- No advertising. No external evidence or sign shall advertise, display or otherwise indicate the presence of the home occupation, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio or newspapers. Advertising on vehicles shall be limited to the minimum necessary to meet code requirements as mandated by PBC Contractors Certification Division Chapter 67-1876, or Florida Statutes 489.

- g. No on-premises sales. A home occupation shall not involve the sale of any stock in trade, supplies, products or services on the premises.
- h. No outside storage. No equipment or materials used in the home occupation shall be stored or displayed outside of the dwelling including driveways.
- i. Nuisances prohibited. No home occupation shall involve the use of any mechanical, electrical or other equipment, materials or items which produce noise, electrical or magnetic interference, vibration, heat, glare, smoke, dust, odor or other nuisance outside the residential building. There shall be no storage of hazardous or noxious materials on the site of the home occupation.
- j. Violations or hazard. If any of the above requirements are violated, or if the use, or any part thereof, is determined by the Zoning Director to create a health or safety hazard, then the occupational license may be revoked.
- k. Number. Only **two (2)** home occupations shall be permitted on any lot. **Any additional home occupational licenses requested would be governed by the Zoning Division and would be obtained through special permit and clearance.**
- l. Community Impact. **Businesses should create a minimum impact on the local traffic.**

* Agricultural related businesses such as, but not limited to, nurseries, fisheries or aviaries, should not be considered home occupations (cottage industries) in conjunction with this plan.



Aviculture

AVICULTURE

Background/Current Conditions

Loxahatchee Groves has historically been an ideal location for small and large aviaries which house and breed caged birds for the pet trade. The number of aviaries in Loxahatchee Groves has grown from four in 1978 to approximately forty in 1994. At the present time, one quarter of these aviaries are considered commercial farms and keep over 200 birds.

Factors Contributing to the Growth of Aviculture

Several factors have contributed to the increase in the number of aviaries in Loxahatchee Groves. These factors include:

1. A major increase in demand for pet birds
2. Sub-tropical climate allows for outdoor facilities
3. Relatively reasonable land prices for an aviary
4. Favorable zoning codes for agricultural related businesses
5. Security and privacy afforded by rural areas with low traffic dirt roads
6. An industry shift from reliance on imports to domestic production
7. Closing of the United States to the import of birds for the pet trade

Palm Beach County and Aviculture

Due to the rapid growth of aviculture, Palm Beach County has recently taken steps to define aviculture. Palm Beach County's Zoning Department has determined that aviculture meets the criteria described in the Unified Land Development Code as a bona fide agricultural land use. Aviaries, in fact, can attain "green belt" status for tax purposes. At the time of this writing, an ordinance detailing parameters for aviculture is being proposed in Palm Beach County. The ordinance includes the following regulations, both of which are for AR zoning:

1. Operations consisting of 50 to 200 birds will be considered as small commercial aviaries. Minimal lot size required is two acres
2. Operations consisting of over 200 birds will be considered as large commercial aviaries. Minimal lot size required is five acres

Analysis

Concerns with Aviculture in Loxahatchee Groves

Concerns about the impact of increased aviculture in Loxahatchee Groves have grown in recent years. However, the consensus of the community is that aviaries have a negligible negative impact on their rural lifestyle. Major concerns have included the potential increase in traffic and obnoxious noise. The majority of aviaries are wholesale and minimally increase in local traffic. The majority of birds housed at aviaries remain silent at night and do not pose a noise problem. In fact, by retaining the native tree canopy for shade, aviaries enhance the rural atmosphere of Loxahatchee Groves.

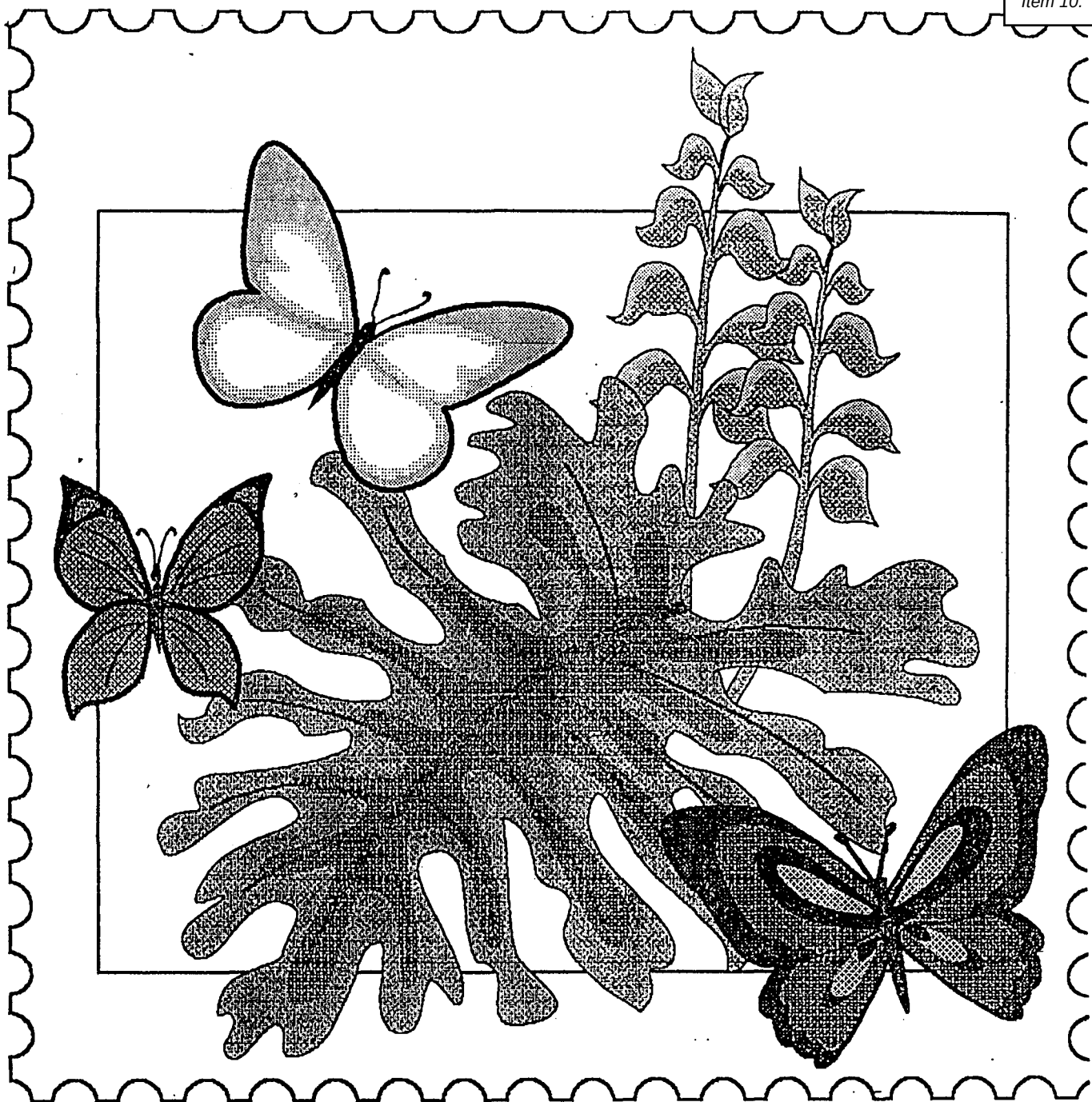
A meeting of the Citizen's Task Force and Palm Beach County Zoning Division determined that caged birds should not be considered as, nor fall under regulations of, exotic animals and, therefore, setback requirements should be minimal.

Identified issue:

- No zoning guidelines for aviculture

RECOMMENDATIONS:

- * Palm Beach County should consider incorporating additional language into the ULDC that addresses aviculture as listed below:
 - * Operations consisting of fifty (50) to two hundred (200) birds should be considered as small commercial aviaries. Minimal lot size required should be two (2) acres. Zoning should be AR, SA or AGR.
 - * Operations consisting of over two hundred (200) birds should be considered as large commercial aviaries. Minimal lot size required should be five (5) acres. Zoning should be AR, SA or AGR.
- * Aviaries established prior to adoption of this plan should be "grandfathered" in.



Parks & Recreation

PARKS AND RECREATION

Lack of Ability to Create Parks

The Loxahatchee Groves community has access to Palm Beach County's parks and recreation facilities and those of neighboring municipalities. However, the LGWCD does not have the ability or authority as detailed by Florida Statute 298 to raise funds and purchase lands in order to establish parks and other recreational facilities on its own. Currently, the children in Loxahatchee Groves spill over into adjacent recreation facilities and neighboring communities have begun charging for this.

District-Wide Recreation

Many residents within Loxahatchee Groves enjoy horseback riding along our dirt-surfaced road system and also leisure time fishing within 38 miles on canals located here. The issue of horse related activities impinges upon the thoroughfare issue and is covered elsewhere in text. County residents, other than Loxahatchee Groves landowners, visit and enjoy fishing in the canal system. Presently, the LGWCD has undertaken a long term canal desiltation and deepening project. As this project progresses, our canals will become even more amenable to fishing. Present fish stocks are dwindling and those remaining include many exotic species. Restocking of these canals with native fishes would go far towards establishing a regenerative resource and would give native species (*e.g.* blue-gill, black bass, red ear sunfish, crappie, channel catfish, *etc.*) a chance to establish themselves here.

LOXAHATCHEE GROVES COUNTY PARK

Background/Current Conditions

Conception through Master Plan

Loxahatchee Groves County Park was originally conceived in the late 1970's to preserve a portion of land from encroaching development. Loxahatchee Groves County Park is bounded by Citrus Drive to the north, "F" Road to the east, State Road 80 (Southern Boulevard) to the south, and "E" Road to the west. The original Master Plan for the park, reveals a mixture of preserved land and recreational facilities. Approximately half of the total acreage was to be passive and was to contain at least three (3) large nature trail loops. In addition, there was to be a ball field, three separate picnic areas, two playgrounds, a site for the historic Loxahatchee Groves schoolhouse, tennis courts and an activity building.

Currently, the park contains a single ball field, an open shelter, a bar-b-que, and several picnic benches. The grounds are rather overgrown with both exotic and native vegetation. In addition, the park has a fenced children's playground which was funded and built by the Loxahatchee Groves Landowner's Association.

Current Revision of the Loxahatchee Groves Community Park Plan

The current revision of the Park plan, dated January 1991, reveals a group picnic/play area, nature trails, exercise trails, tennis courts, added parking and a community center. Since the 1991 revision, no additional progress has been made towards the completion of the park, despite a relatively vigorous parks program within the County. Although the revised plan contains somewhat fewer facilities than originally proposed, completion of these facilities would be a great asset to our community.

Not only have the plans for the park not been carried out, but the original size of the park has diminished. The expansion of Southern Boulevard (SR 80), reduced the size of the park from 40 acres to 28.8 acres, or 72 percent of the original area. In addition, 1.2 acres of park lands were leased to Palms West Chamber of Commerce. Granted, this is an excellent location for the Chamber, but it does, however, further diminish the overall size of the park. Thus remaining are but 27.6 acres, a mere 69%, or approximately two-thirds of the originally scheduled park. Future planned expansion of State Road 80 will again further decrease the size of this needed park.

Analysis

Additional Park Lands and Completion of Facilities

The purchase of additional contiguous lands could go far towards restoring this county park to its originally planned size. As an example, at this writing, a nine (9) acre parcel of land immediately to the west of the park is for sale. The addition of that land, or a similar adjacent parcel, to the park would create a total of 36.6 acres, or about 91.5% of the original park size. This figures are, however, prior to additional reductions by the expansion of Southern Boulevard. The addition of adjacent contiguous lands would allow for the construction of much needed open space, (ball fields, etc), **without** sacrificing a single tree from the current park lands.

This park, if built to current plans, could fulfill most of the recreational needs of Loxahatchee Groves. The Neighborhood Plan is recommending the development, and expansion of the Loxahatchee Groves Community Park.

ROYAL PALM BEACH PINES NATURAL AREA

Background/Current Conditions

Location and Description

The Royal Palm Beach Pines Natural Area is located within unincorporated Palm Beach County and the Village of Royal Palm Beach. The natural area falls at the junction of Royal Palm Beach, the Acreage and Loxahatchee Groves. Loxahatchee Groves borders the natural area along E Road between North Road (aligned with N. 40th Street) and North

Road (aligned with N. 30th Court) and North Road (aka N. 30th Court) between E and G Roads. While no part of the natural area lies within Loxahatchee Groves, we abut 50% of its boundaries.

Analysis

Restoration and Preservation of Natural Area

The Natural Area is planned for passive preservation, following a period of restoration to a pristine pine flatwood-wetland mosaic. Restoration, in this case, includes primarily the removal of invasive exotic species. Currently, the Natural Area is planned to be partially restored and open to the public by the end of 1995.

Use and Access of Natural Area

The Royal Palm Beach Pines Natural Area Steering Committee was formed in 1994 in order to provide the Natural Areas Management Advisory Committee with local input on the future use and access of the Natural Area. The Steering Committee was designed to gather members of diverse interests (environmentalists, educators, elected government officials, etc) to discuss the possible expansion or curtailment of park access and the number, type and location of public entrances (i.e., pedestrian, equestrian and vehicular). The Committee consists of three members from each neighboring community: Royal Palm Beach, The Acreage and Loxahatchee Groves.

Identified issues:

Loxahatchee Groves Community Park

- No equestrian facilities at existing passive park
- No family/community oriented park for various recreational activities
- No recreational center

Within Loxahatchee Groves

- LGWCD lacks recreational/park powers
- Canals are depleted of wildlife/fish

RECOMMENDATIONS:

- * Loxahatchee Groves Water Control District should explore the possibility of obtaining recreational powers as allowed for under Florida Statutes 298.

SUGGESTION ONLY:

- * Florida Game and Fresh Water Fish Commission should consider restocking the Loxahatchee Groves Water Control District's canals with native fish.

NOTE: DURING THE COUNTY'S INTERDEPARTMENTAL REVIEW OF THIS PLAN, THE FOLLOWING THREE RECOMMENDATIONS WERE CONSIDERED UNFEASIBLE. THEY WERE RETAINED BY THE LGNPC TO INDICATE THE COMMUNITY'S DESIRES.)

- * Palm Beach County Parks and Recreation Department should consider completing Loxahatchee Groves County Park as specified in the original park master plan.
- * Palm Beach County Parks and Recreation Department should consider expanding Loxahatchee Groves County Park to the original forty acres, and thereby generating space for the construction of more general purpose athletic fields for ball sports. Given that the future expansion of State Road 80 (Southern Boulevard) is inevitable, Palm Beach County should consider acquiring this additional property as soon as possible.
- * The Loxahatchee Groves County Park, when originally planned, addressed equine trails. Palm Beach County's Park and Recreation Department should consider re-addressing this and if feasible, plan to include a riding ring into any future plans for the park. (Also in Equine Path System)



Equine

EQUINE PATH SYSTEM

Background/Current Conditions

From the 1950's to the present, Loxahatchee Groves has held much appeal for the horse-oriented person. With 37 miles of dirt roads and large acreage sites, one could build a country home and have the best of two worlds. After working in the surrounding cities or counties, one returns to the peace and quiet of the country life in the evening. The horse population has grown from 200 in the 1960's, to nearly 500 today, the second largest population of horses in Palm Beach County. These horses are kept for a variety of different purposes, including pleasure, show, competition, polo, breeding, and racing.

Current Equine Trails and Facilities

Loxahatchee Groves has no public equine facilities, but does possess a few designated equine trails in Loxahatchee Groves Community Park. Outside of using the park trails, riders currently use roadways for lack of other facilities.

Analysis

Equestrians and Safety

Equestrians often find it difficult to traverse roads in Loxahatchee Groves safely. In recent years, traffic passing through the community has increased. These drivers can create dangerous situations, as they are often unfamiliar with sharing the roads with horses. Automobiles often continue to speed by horses and riders, despite signs warning drivers to be cautious. Equestrian traffic does have the right of way.

Lack of Equine Trails and Facilities

Designated equine trails throughout the community would be a great asset to area equestrians. Many equestrians in Loxahatchee Groves would like trails created on the west side of canals. These trails could offer better access to future equine facilities by linking riders with the Loxahatchee Groves Community Park and the Royal Palm Beach Pines Natural Area. In addition, Loxahatchee Groves trails could help link trails from Wellington up to the Martin County line.

The Economic Impact of the Palm Beach County Equine Industry report recommends the increase in equine trails for the safety of both horse and rider. The report sites that additional trails and facilities may help maintain existing equine populations. The report also notes that funding for trails may be available through the U.S. Department of Transportation ISTEA (Intermodal Surface Transportation Efficiency Act) program.

A riding ring at the Loxahatchee Groves Community Park would further benefit equestrians.

Identified issues:

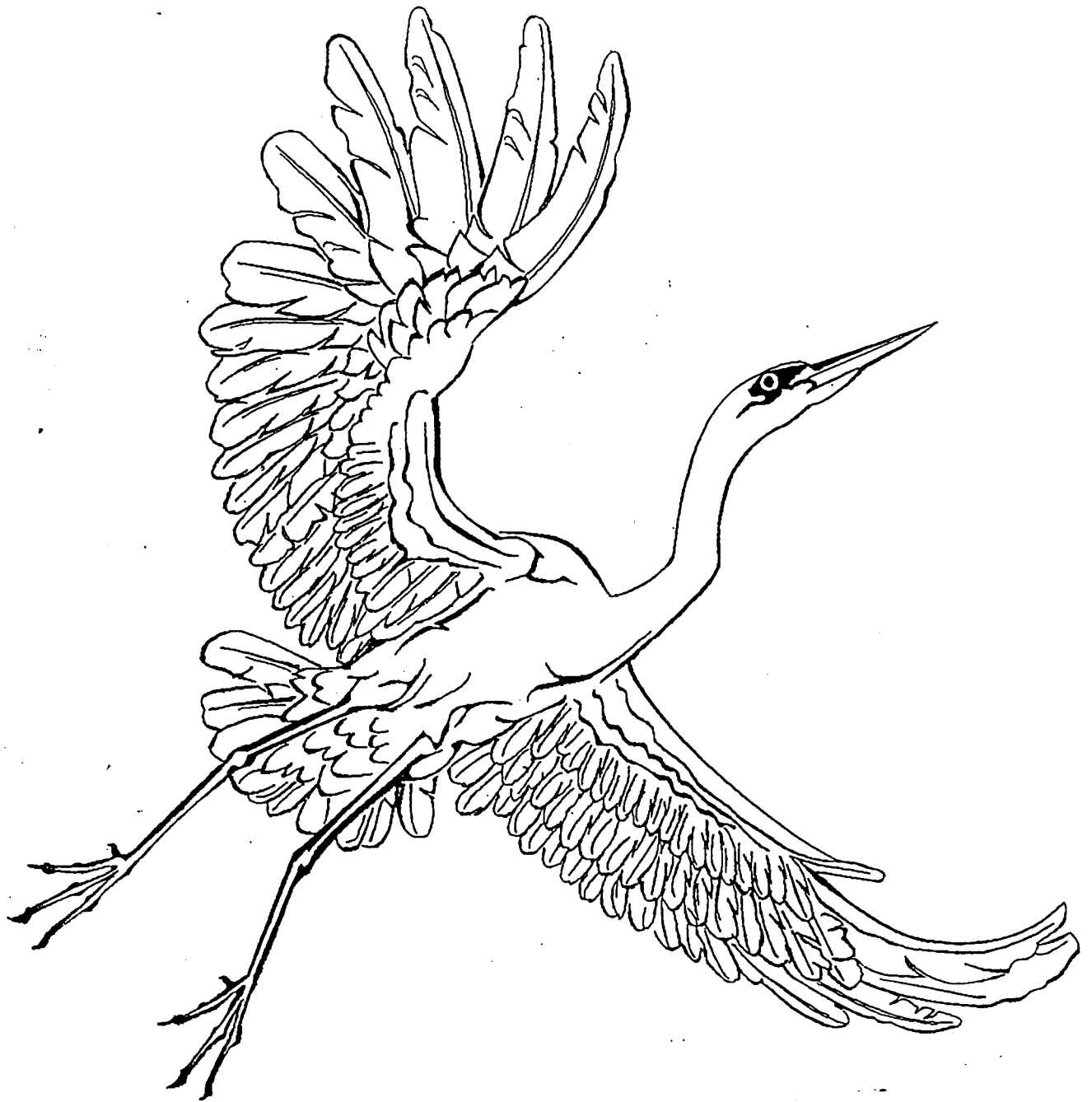
- No existing equestrian facilities

RECOMMENDATIONS:

- * The Loxahatchee Groves Landowners Association should coordinate equestrian planning with the Palm Beach County Parks and Recreation Department and all other public and private agencies and apply for grant funds that will promote equestrian activities.

(NOTE: DURING THE COUNTY'S INTERDEPARTMENTAL REVIEW OF THIS PLAN, THE FOLLOWING THREE RECOMMENDATIONS WERE CONSIDERED UNFEASIBLE. THEY WERE RETAINED BY THE LGNPC TO INDICATE THE COMMUNITY'S DESIRES.)

- * The Loxahatchee Groves County Park, when originally planned, addressed equine trails. The Palm Beach County Park and Recreation Department should consider re-addressing this plan and, if feasible, include a riding ring into any future plans for the park. (Also in Parks and Recreation)
- * Palm Beach County should consider assisting the community in its efforts to finance, locate, and build multi-purpose trails for passive, non-motorized use (i.e., horses, hiking), within Loxahatchee Groves to reach safe riding areas. All trails would connect to the planned trails located at 140th and 40th Streets.
- * Palm Beach County should consider assisting the community in its efforts to finance, locate and build safe trails from within Loxahatchee Groves to reach the Royal Palm Beach Pine Natural Area, which has designated trails, as an asset to the horse owners.



Conservation

CONSERVATION

Background/Current Conditions

Loxahatchee Groves Natural Environment

No natural drainage systems remain in Loxahatchee Groves, as they have been replaced by canals. Although this manmade drainage has permanently altered the native environment, several ecosystems have adapted and are still present today.

Loxahatchee Groves lies east of the original Everglades ecosystem, within a wide transitional zone which separates coastal rim vegetation and soils from Everglades vegetation and soils. Along the ocean lies the coastal hardwood forests and, just inland, the pine-flatwood ecosystem. The soil types overlaying the large limestone formations dictate the types of vegetation found in these ecosystems. The area surrounding and within Loxahatchee Groves contains the following ecosystems;

- * Coastal Hardwood - salt and drought tolerant in a low to moderate elevation with excellent drainage. Soil is sand and shell with moderate plant and animal diversity.
- * Pine Flatwood - less tolerant to salt, but drought tolerant in a high elevation with good to mixed drainage. Soil is sand, shell and some marl with a good plant and animal diversity.
- * Transitional Zone - lower salt tolerance with a mixed tolerance to drought. It is on a lower elevation with a soil comprised of mixed sand, shell, marl and muck. The transitional zone has the greatest plant and animal diversity.
- * Everglades - limited salt tolerance, with a low tolerance to drought. It is on a low elevation with a soil mixture of which is mainly muck, except for limestone outcroppings. It has the lowest plant and animal diversity, but supports the largest populations. The everglades system cannot physically support wood type flora.

As part of the transitional zone between the coastal plant and the Everglades ecosystems, the plant and animal diversity within Loxahatchee Groves is great. Transition zones typically incorporate the features of both communities, allowing species of both ecosystems to be present, but in smaller quantities.

Ecosystems most notable within the district include:

- * Open wetlands (sand ponds, saw grasses, submerged prairies);
- * Cypress domes;
- * Pine and palmetto flatwoods;
- * Savannahs;
- * Transition zones (red maple, pond apple, myrtle forests -- very limited today).

Many native species of animals are no longer found in the community due to loss of habitat, hunting and development. Native species originally associated with these ecosystems include;

- * Mammals - bear, panther, hog, wildcat, otter, raccoons, rabbits, opossum, foxes, and squirrels
- * Fish
- * Reptiles - turtles, snakes, frogs, lizards
- * Birds - water fowl, song birds, wading birds
- * Insects - pollinators, food chain insects and both beneficial and pest insects
- * Soil builders - annelids and micro-organisms

Analysis

Land Uses and Ecosystems

All types of land uses affect the natural environment and ecosystems to varying degrees. These include; farms, nurseries, animal husbandry, trucking and construction, commercial business, and residential development. In addition, introduced exotic species, such as Brazilian Pepper, Australian Pine and Melaleuca, can severely affect the natural environment. Land uses can affect the environment in the following manner:

- * animal husbandry (horses, cattle, birds, pigs, goats, etc) generates some clear cutting, fencing, animal waste and noise
- * trucking and construction affect it by mining, use of solvents and fuels, road destruction, dust noise and construction debris
- * commercial business (shopping centers, stores, etc) cause clear cutting and large paved surfaces
- * residential uses require some clear cutting, fencing, produce sewage, and use of pesticides and solvents

Elements with Great Environmental Impact

Elements introduced into the community which have the greatest effect on the environment include:

- * clear cutting - causes habitat loss, increased soil temperatures and evaporation, increases water usage, allows exotic species invasion, reduces pollination by removing insect communities
- * fencing - chain link and other close knit fencing restricts the movement of native animals from one area to another
- * pesticides - contaminates ground and surface water, and may also be airborne causing insect mortality and reduced pollination
- * mining - results in clear cutting, ground water contamination by exposing aquifers and also these mines provide a dumping area for non-biodegradable and bio-hazardous wastes
- * commercial centers - development results in clear cutting and large paved areas which restrict ground water recharge. These paved areas increase evaporation from nearby areas through increases in convection currents and surface runoff is contaminated from leaks and spills for automobiles.
- * exotic plant infestation - causes native habitat loss, increased water usage and soil contamination

Conservation Easement

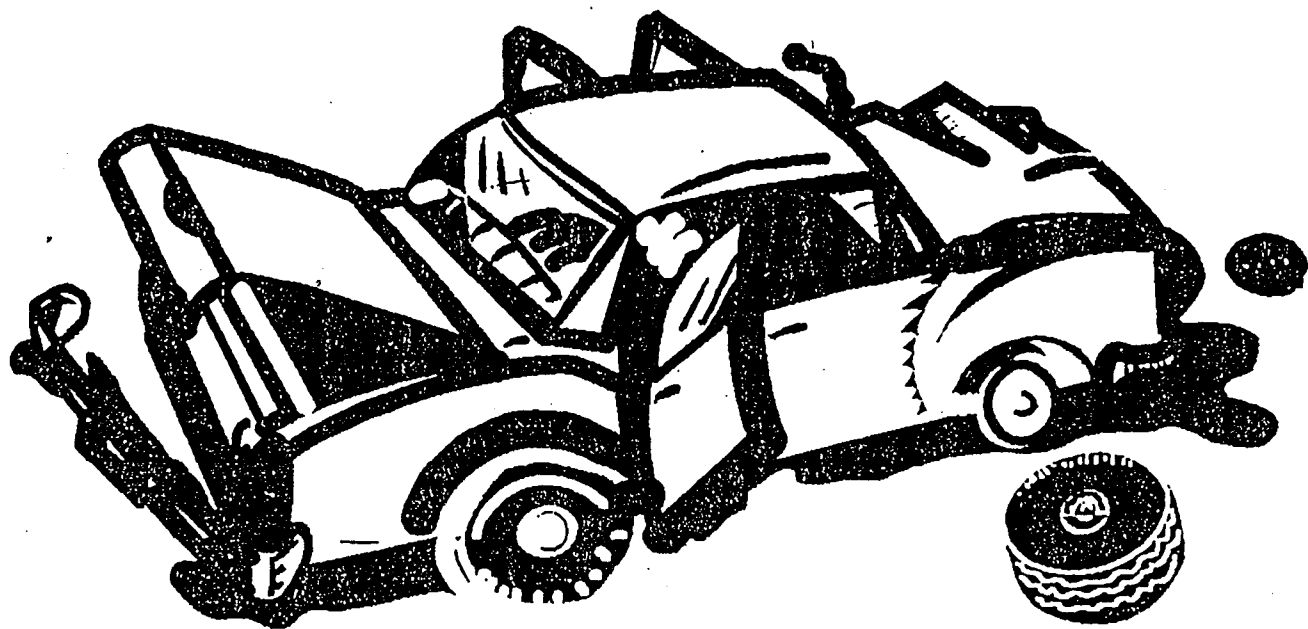
Under Section 193.501, Florida Statutes, lands placed in a conservation easement may receive a reduced tax assessment. Any lands condemned pursuant to the Vegetation Preservation and Protection Section and the Environmentally Sensitive Lands Section of the UDLC should qualify for this reduced tax assessment.

Identified issue:

- Loss of local wildlife and ecosystems

RECOMMENDATIONS:

- * Palm Beach County should encourage preservation of natural and pristine areas. Native planting and environmental awareness should be done through community education.
- * Palm Beach County should consider promoting voluntary participation in the Florida Wildlife Habitat Program sponsored by Florida Game and Fresh Water Fish Commission. This would involve retaining applications and literature about the program and could be provided by the Palm Beach County Cooperative Extension Services. This literature would be available at local businesses, (e.g., Chamber of Commerce, real estate offices, etc.). Palm Beach County should consider offering property owners participating in this program a tax break incentive.
- * Palm Beach County should encourage landowners to apply for the existing tax credit available under the Vegetation Preservation and Protection Section and the Environmentally Sensitive Lands Section of the UDLC.



Code Enforcement

CODE ENFORCEMENT

Background/Current Conditions

In the past, Loxahatchee Groves was sparsely populated by individuals who lived, worked, and played according to their backgrounds, temperaments, tastes and finances. Historically, residents have not wanted a dictated uniformity of house or lifestyles. However, code violations and water pollution concerns have increased as the population has grown.

The rural lifestyles of residents in Loxahatchee Groves often makes code enforcement difficult. Code violations on a property are usually discovered by a neighbor. Often the neighbor may report the code violation to the County Code Enforcement Division or to other County, State, or Federal agencies responsible. These agencies include; the Department of Environmental Resource Management, the Department of Environmental Protection, the Department of Natural Resources, the Game and Fresh Water Fish Commission, the Sheriff's Department, the Solid Waste Authority, and the County Health Department.

Analysis

It is the responsibility of the Code Enforcement Division to respond to a complaint within five days. Often, however, weeks may pass before an officer visits Loxahatchee Groves to investigate a code violation. This is due to limited staff resources that must enforce hundreds of codes in Florida's largest county.

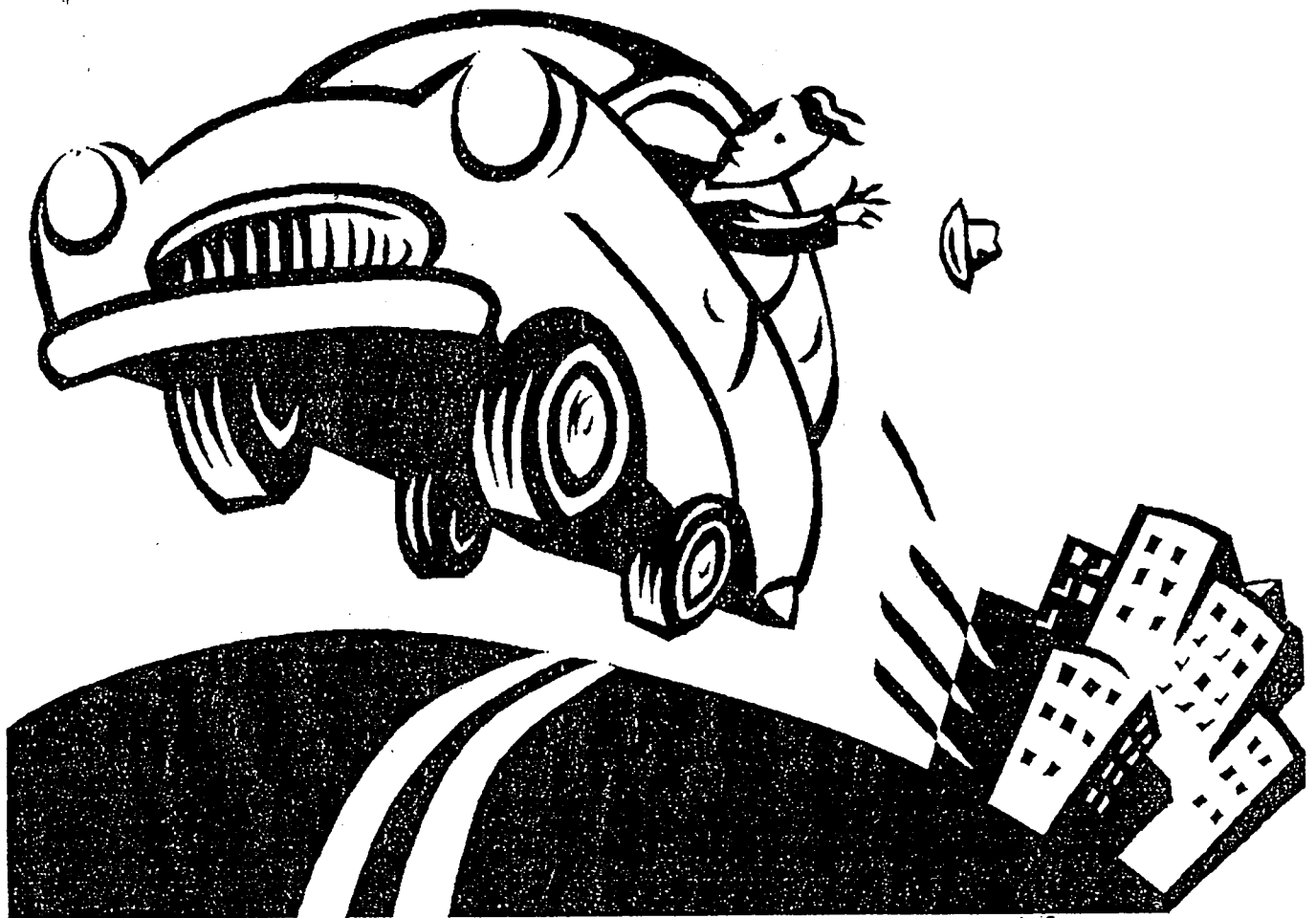
Although many residents stress that dumping, mining and other property abuse code violations are often reported to the County Code Enforcement Department, records were unavailable to provide detailed statistics. The Code Enforcement Department keeps records by street, not neighborhood, which makes targeting problem areas not only difficult for this plan, but for the entire County, as well. For this reason, the Plan is recommending that the Code Enforcement Division create a more sophisticated system to log complaints and code violations.

Identified issues:

- Lack of code enforcement
- Long response time to code violation reports

RECOMMENDATIONS:

- * Local citizens are encouraged to resolve any disputes or perceived incompatibilities directly with their neighbor.
- * Since code enforcement is the county's responsibility, Palm Beach County, the Solid Waste Authority, and other responsible agencies should respond in a timely manner to complaints.
- * The Palm Beach County Code Enforcement Division should consider a tracking system to record and follow-up on code violations.
- * The Palm Beach County Code Enforcement Division should consider keeping statistics on a neighborhood basis by census tracts and/or Traffic Analysis Zones.



District Roads

LOXAHATCHEE GROVES WATER CONTROL DISTRICT ROADS

Background

Activity began on Loxahatchee Groves District roads and canals around 1917. The completion of the Palm Beach Canal (C-51), from Lake Okeechobee to the Atlantic Ocean, in February 1917 provided extensive drainage and water travel to the area. Surveying for the canals and road surfaces began in May of 1917. Construction of D Canal began in July. D road was formed with the spoil or excavated material from the canal. Most of the roads in Loxahatchee Groves seem to have been constructed as natural by-products of the canal and drainage system.

By 1919, a horse and buggy trail was in use along the north bank of the Palm Beach Canal. The present State Road 80 was opened from Loxahatchee Groves to West Palm Beach in 1925, using a consistent base of sand and crushed rock. The roads were first used to service and maintain the canals for drainage.

In June, 1925, Loxahatchee Subdrainage District was chartered under Florida Statute Section 298. A three member board was elected to supervise maintenance of the canals and roads.

Around 1962, a concentrated effort in land sales on the block between "A" Road and "B" Road prompted another entrance at "B" Road at State Road 80. "B" Road received a concrete bridge over Collecting Canal in 1963.

The Okeechobee section between "D" and "E" Road was constructed in late 1976. A new entrance from the east was completed in June of 1978, with a culvert at Folsom canal.

Current Conditions

Relationship Between Roads and Canals

Many roads in Loxahatchee Groves run parallel to an adjacent canal, as they were originally created to access and maintain the canal system. The major north south roads in Loxahatchee Groves, named from "A" to "G" and Folsom, are each adjacent to a canal by the same name. Any widening, expansion, or relocation of these roads directly affects its adjacent canal due to their close proximity and alignment.

General Condition and Maintenance

The majority of roads in Loxahatchee Groves are unpaved, one lane easements. The LGWCD has the authority to maintain the roadways and roads, in addition to the canal system. Florida Statute Section 298 states: "The LGWCD may construct, improve, pave

and maintain streets, roadways, and roads as necessary to provide access to areas for cultivation, agricultural development, and settlement".

Road Composition and Aligned Berms

Roads in Loxahatchee Groves were constructed when the canal system was initially excavated in the 1920s. Since the fill from the dredging process was used to create the roads, the base and surface is inconsistent, with varying degrees of sand, clay, shell and/or muck. Logs, stumps, or large boulders often can be found just below the driving surface. The LGWCD maintains berms along the canal bank for safety and erosion control.

Roadway Signs and Maps

Several aspects of Loxahatchee Groves' roadway system are inadequate. Loxahatchee Groves is lacking adequate street, speed limit, and "dead-end" signs. Although, each street in Loxahatchee Groves has a name, not every street is identified with the standardized green reflector sign. Few signs state the district-wide speed limit of 30 miles per hour. Roads often terminate at a canal or private drive without alerting drivers of the "dead-end".

Loxahatchee Groves lacks an adequate house numbering system, as many houses are not marked with their street number. A number may be posted on a mailbox, but often the mailbox is grouped with others at the end of a street.

Maps of Loxahatchee Groves are often inaccurate, as well. Roads may actually end and continue elsewhere, although this is not shown on area maps. A road on a map may appear to traverse a canal, when in fact it does not.

The area's inadequate roadways, house numbering system, and maps can create problems for County Departments attempting to access area homes. The County's Fire Rescue and Sheriff Departments have frequent difficulty responding to calls.

Analysis

Roads and Safety

During all types of weather and traffic conditions, the LGWCD strives to maintain safe driving surfaces and a consistent road surface. The maintenance of dirt road surfaces and narrow lanes, however, present a challenge. By continuing testing combinations of road materials and frequency of material application, the district could improve driving surfaces. For the safety of the community, the LGWCD could consider acquiring additional right-of-way or easements to increase road width to two lanes and continue to manage the berms along canal banks.

Several aspects of the roadway system in Loxahatchee Groves need immediate attention in Loxahatchee Groves. If these aspects were improved, the access of homes by county services would be greatly enhanced. Improvement of road signs and house numbering would substantially reduce the response times of County Fire Rescue and Sheriff Departments.

District Roads and Outside Traffic

Loxahatchee Groves is under constant threat of non resident traffic passing through the community, due to the close proximity to Okeechobee Road and Southern Boulevard. The amount of outside traffic, however, can be limited by restricting traffic flow as much as possible. The addition of a culvert to link 140th and "E" Road would further increase non resident traffic by creating a 'short-cut' for other communities and should not be considered by the LGWCD.

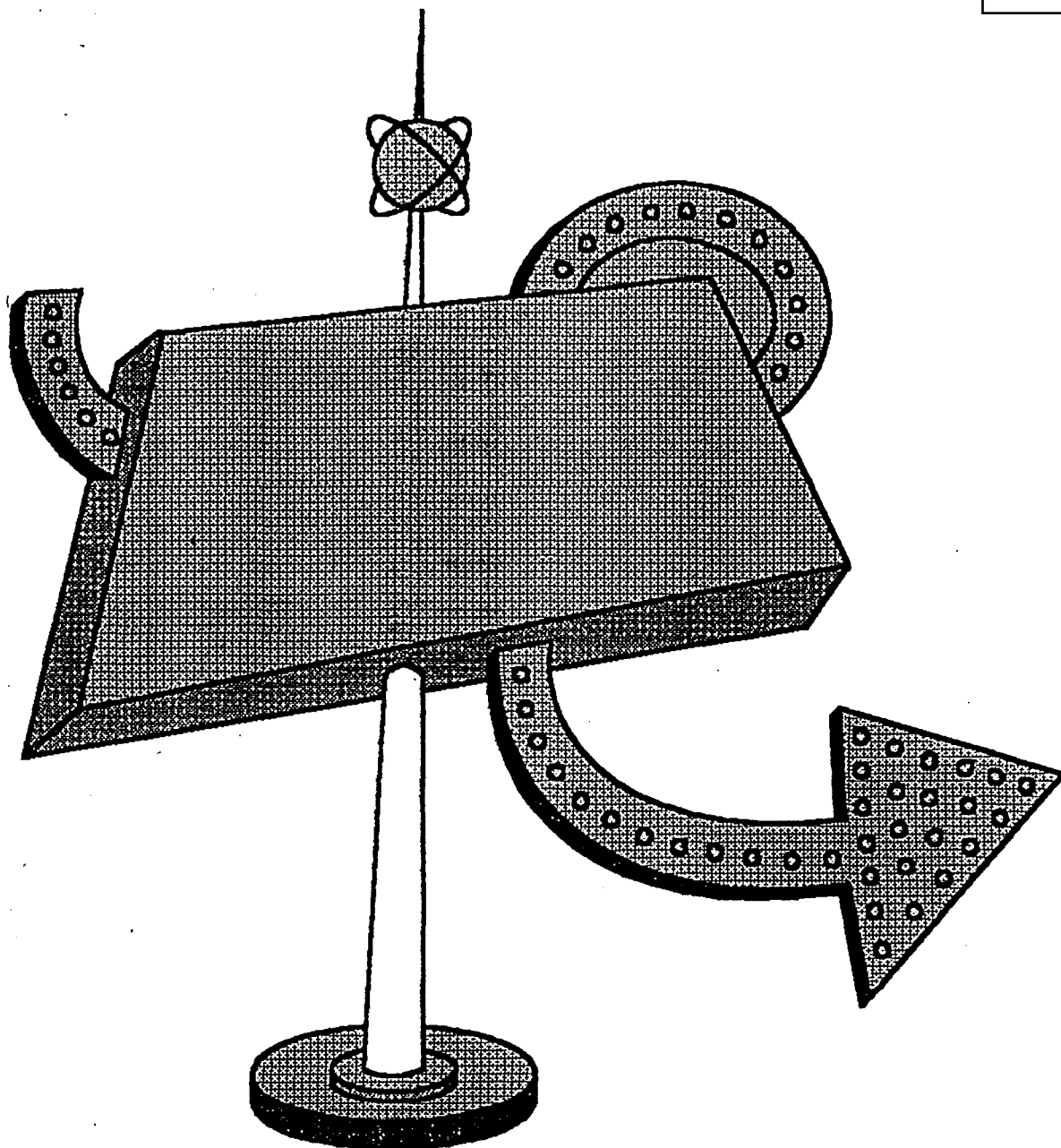
Identified issues:

- Rough driving surface
- Roads too narrow/no shoulders
- Non resident traffic passing through the community

RECOMMENDATIONS:

(THIS PLAN RECOGNIZES THAT THE BOARD OF COUNTY COMMISSIONERS AND THE LOXAHATCHEE GROVE WATER CONTROL DISTRICT ARE INDEPENDENT OF EACH OTHER'S JURISDICTION)

- * Loxahatchee Groves Water Control District should consider continuing to improve driving surfaces with better road materials.
- * Loxahatchee Groves Water Control District should consider continuing to acquire sufficient right-of-way and/or easements for two lane roads with shoulders and berms.
- * Loxahatchee Groves Water Control District should consider continuing to manage the berms along canal banks throughout the District for safety and erosion control.
- * Loxahatchee Groves Water Control District should consider not connecting "E" Road with 140th Avenue.



Thoroughfare

COUNTY THOROUGHFARE PLANS

Background/Current Conditions

Okeechobee Boulevard

Currently Okeechobee Boulevard is the only paved roadway within Loxahatchee Groves. Palm Beach County paved Okeechobee Boulevard from Seminole Pratt Whitney Road to "A" Road in April of 1983. The extension and paving of Okeechobee Boulevard from Folsom to "A" Road was completed in late 1983. That project connected the Village of Royal Palm Beach to the Acreage west of Loxahatchee Groves. Many residents feel that the paving and extension of Okeechobee Boulevard has already bisected the community.

Okeechobee Boulevard is designated as a Thoroughfare on the Palm Beach County Right of Way Identification Map. The 2010 Interim Transportation Map depicts Okeechobee Boulevard extending out to Lion Country Safari Road and becoming the major route to this tourist attraction. The County Engineering Division has stated that this extension is expected to be started around 2005.

Folsom Road/Crestwood Boulevard

The Folsom Road/Crestwood Boulevard alignment has been approved, surveyed and will soon be paved. This design will maintain the 4-laned nature of Crestwood Boulevard and continue same from the Crestwood section of the Village of Royal Palm Beach in an arc southwest to link with Folsom Road on the eastern periphery of Loxahatchee Groves. The Crestwood Boulevard section of this alignment will be 4-lanes and will terminate at Southern Boulevard in direct linkage to Forest Hill Boulevard. The 4-laned portion of this boulevard will penetrate Loxahatchee Groves for approximately one-half mile. At the point where Crestwood Boulevard swings northeast in the Village, Folsom Road will be paved as a 2-laned road running northward and connecting with Okeechobee Boulevard.

Southern Boulevard

Southern Boulevard, State Road 80, and including State Road 98 plus US-441, along the southern border of the community, is also paved and is designated as an Throughfare with a planned 220 foot right of way width on the Palm Beach County Right of Way Identification Map. Further, Southern Boulevard is designated as a Controlled Access Highway within the Florida Intrastate Highway System. This means that the State of Florida places a higher priority in the improvement of this highway. State Road 80 and State Road 710 (Beeline) are the only two intrastate highways in Palm Beach County.

"E" Road

"E" Road is designated as a planned thoroughfare on the Palm Beach County Right of Way Identification Map. "E" Road is designated as a paved collector roadway, extending from Southern Boulevard, through Loxahatchee Groves, to Northlake Boulevard on the County's 2010 Interim Transportation Plan. The planned 80 foot right-of-way width designated for the E Road/140 Avenue thoroughfare allows for five lanes of traffic.

Analysis

The "E" Road Thoroughfare

Several of the recommendations, and resulting implementations, of the Midlands Study were not well received by the residents of Loxahatchee Groves. In particular, many residents have been against the County's plans to widen and pave "E" Road, as this will further subdivide the community and may alter long established, efficient drainage patterns. The majority of responding residents in Loxahatchee Groves, including >85% of the resident landowners along and immediately adjacent to E Road would like to see E Road permanently removed from the Right-of-Way Identification Map.

Original Plans for "E" Road as a Collector Road

The original plans, according to the Palm Beach County Department of Engineering and Public Works (letters of Deputy County Engineer 6/16/93 and 9/9/93), describe "E" Road as a "collector" roadway. To quote the Deputy County Engineer "... a 'collector' would be typically up to five lanes with an 80 ft. right-of-way ...". Currently the County does not own any right-of-way along "E" Road, the only right-of-way is owned by the Loxahatchee Groves Water Control District and consists of "E" Canal and a bit for maintenance vehicle access to its side. The expansion and widening of "E" Road would require the purchase of extensive amounts of land, including the existing road, as even that is private property. Thus, the development of "E" Road would entail the acquisition of much more private lands than is immediately apparent in the plan.

Residents with property along "E" Road, the Loxahatchee Groves Neighborhood Planning Chair and members of the Board of Supervisors of the Loxahatchee Groves Water Control District met with representatives of the County's Engineering and Public Works, Planning, and Zoning Departments on May 13, 1994. At that public meeting, the question as to whether or not "E" Canal would be part of the currently identified "80 foot right-of-way plan" was asked. The answer was "no". Along with the "no" answer, came the explanation that once the road was developed, swales and culverts would handle drainage from the road. The County then calculated that the development of "E" Road with retention of the "E" Canal would require approximately 145 ± feet of combined right-of-way. That is, 80 feet for the county's thoroughfare and about 65 ± for the Loxahatchee Groves Water Control District Canal plus maintenance access.

Objections to paving district roads

At this time, the further development, expansion and paving of the roads in Loxahatchee Groves is not desired by the community. The development according to the Midlands Study Plan of "E" Road has been and **is** objected to by numerous active citizens and a number of citizens groups. It is noteworthy that the vast majority of resident landowners along and immediately adjacent to "E" Road vehemently oppose the paved thoroughfare concept. The history of this movement against the development of "E" Road stretches back to the inception of that proposal. Indeed, residents along "E" Road, as well as much of the community in general, oppose the proposal and have repeatedly petitioned the County and the Board of County Commissioners against same.

Reasons for Objecting to the Plan

Many residents oppose the development of "E" Road as a "thoroughfare" for several reasons, including:

- * **Hidden Costs** - aside from the purchase of land by the County, associated costs to the citizens of Loxahatchee Groves would be incurred. These will include all costs for the repair of "E" Canal and establishment of maintenance right-of-way to the west of same, as well as drastic increases in property taxes dictated by live on a paved thoroughfare. Many residents will be forced out economically.
- * **Damage to the community** - a high speed north/south thoroughfare would bisect an long established rural community and generate noise, pollution, crime and traffic related injuries to both people and animals.
- * **Traffic congestion** - the proposed thoroughfare ends at Southern Boulevard, forcing travelers to detour either west or east. That is, it is a thoroughfare to nowhere and would require yet another traffic light along Southern Boulevard/State Road 80.
- * **Duplicity of routes is not needed** - the existence of an E Road/140 Avenue thoroughfare would save only two to two and one-half minutes of travel time to long established north/south routes located to both the east (e.g. Royal Palm Beach Boulevard, Crestwood-Forest Hill Boulevards, State Road 7) and the west (i.e. Seminole Pratt-Whitney Road). Additionally, traffic then must go either east or west to reach one of those routes for continued travel. Destinations are the same!
- * **Rural demise** - the change of Folsom Road to a paved surface is already removing 14.3% of Loxahatchee Groves north/south dirt surfaced roads. These dirt roads are shared by the horse community for riding both on horses and in horse-drawn carriages, and for exercising stabled stock. Alteration of "E" Road

to paved status would remove an additional 14.3%, making a cumulative loss of 28.6% nearly one-third. Further, a paved "E" Road would quarter the community and force horse riders to contend with a slippery dangerous crossing.

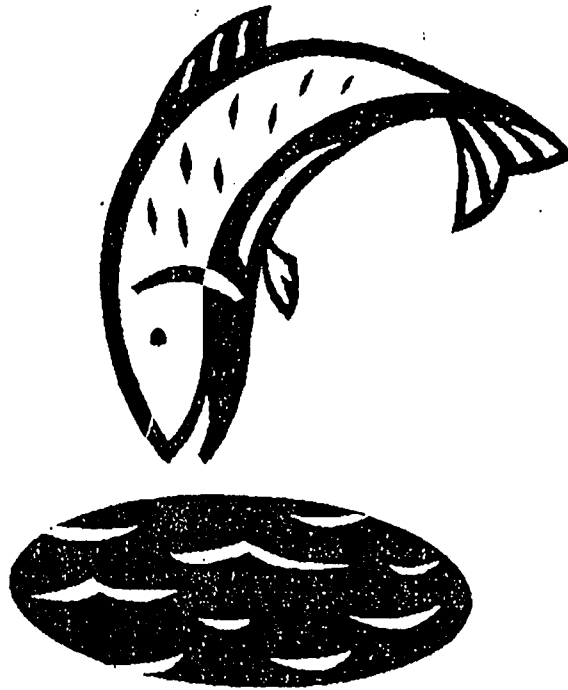
- * **Decreased water drainage efficiencies** - despite assurances by the County, there remains a real fear that any alteration to the long-established drainage pattern along "E" Road will also drastically change the efficiency of that system.
- * **Crime** - a high-speed route through any community invites criminal activity. the criminal would then be able to be 'lost in the crowd'.

Identified issues:

- Bisection of community by thoroughfares
- Increase in crime
- Increase in non-residential traffic

RECOMMENDATIONS:

- * The residents of Loxahatchee Groves Planning Area are against any major or minor north/south collector through the community.
- * Palm Beach County should consider the wishes of the Loxahatchee Groves community by removing "E" Road from present and future Right-of-Way Identification Maps.
- * At the time that a need for a thoroughfare is identified in the Loxahatchee Groves Area, the Loxahatchee Groves Water Control District, Indian Trails Water Control District, and Loxahatchee Groves Landowners Association, in conjunction with Palm Beach County, should consider conducting studies specific to that proposed thoroughfare.



District Canals

LOXAHATCHEE GROVES WATER CONTROL DISTRICT CANALS

Background

Land in Palm Beach County originally consisted of wet lands and scattered lakes and ponds. The Army Corps of Engineers and the State of Florida replaced these natural drainage features with canals to drain the land for agriculture and settlement. The drainage system has been designed for the long-term drainage of surface and groundwater and now consists of hundreds of canals. The drainage system performs a variety of functions, including:

- * Flood protection
- * Land drainage for agricultural and urban development
- * Regulation of groundwater elevation
- * Prevention of saltwater intrusion
- * Water supply for irrigation
- * Recharge of wellfields

Current Conditions

Loxahatchee Groves Water Control District Canals

The Loxahatchee Groves Water Control District controls 8000 acres of land located in the center of the C-51 canal basin. Loxahatchee Groves has approximately thirty miles of canals, most of which are connected through a continuous loop system. The LGWCD drainage system includes seven north-south canals spaced every half mile. These canals flow into a collector canal, which discharges into the C-51 canal through 3 control structures. The control structures are located along State Road 80 and "A" Road canal, State Road 80 and "D" Road canal, and State Road 80 and Folsom Road canal.

The South Florida Water Management District regulates the flow of water in the canals by discharging excess water during wet weather and maintaining minimum water levels in the canals during drought periods. LGWCD currently pumps water through the District from a single pump located at "D" Road canal and the C-51 Canal.

Role of Canals

The primary functions of the canal system in Loxahatchee Groves include:

(a) Drainage and Flood Protection

Canal drainage systems are superior to swale systems found in the western wetlands. Loxahatchee Groves often is drained effectively while nearby communities, lacking this extensive canal system, flood.

(b) Water Retention and Irrigation

Agricultural businesses in Loxahatchee Groves rely upon the water retention capabilities of canals to irrigate their land.

The secondary functions of the canal system in Loxahatchee Groves include:

(a) Recreational Uses

Canals provide a valuable recreational asset to the entire area. Residents from surrounding communities, as well as Loxahatchee Groves, frequent these canals for various forms of recreation.

(b) Aquatic Natural Habitat

Canals provide aquatic habitat to a wide variety of fish, reptiles and water fowl. Florida's only native amphibious mammal, the river otter (*Lutra canadensis*), is found in these canals.

Analysis

Canals and Water Quality Concerns

Maintaining water quality is a concern in Loxahatchee Groves. The residents of the community draw their drinking water from private wells. As Loxahatchee Groves becomes more developed, the possibility for contamination of the water increases.

Efficiency and Maintenance of Canals

Growth of vegetation, fallen trees, and debris can restrict the efficiency of canal systems. The Loxahatchee Groves Water Control District should consider controlling noxious and excessive vegetative growth along the banks and in the canals.

An inactive pump at "D" Road and Okeechobee Boulevard, if re-established, could prevent stagnation of water within the north part of the canal system.

The Loxahatchee Groves Water Control District currently has a plan to desilt all of the district canals. The desilting process would be most effective if continued as an ongoing project. Through desilting, Loxahatchee Groves' canals would be more receptive to fish, water fowl and animal life.

Identified issues:

- Protected water quality and quantity in canals
- Canal banks are unsafe
- Lack of system for containing spills in canals

RECOMMENDATIONS:

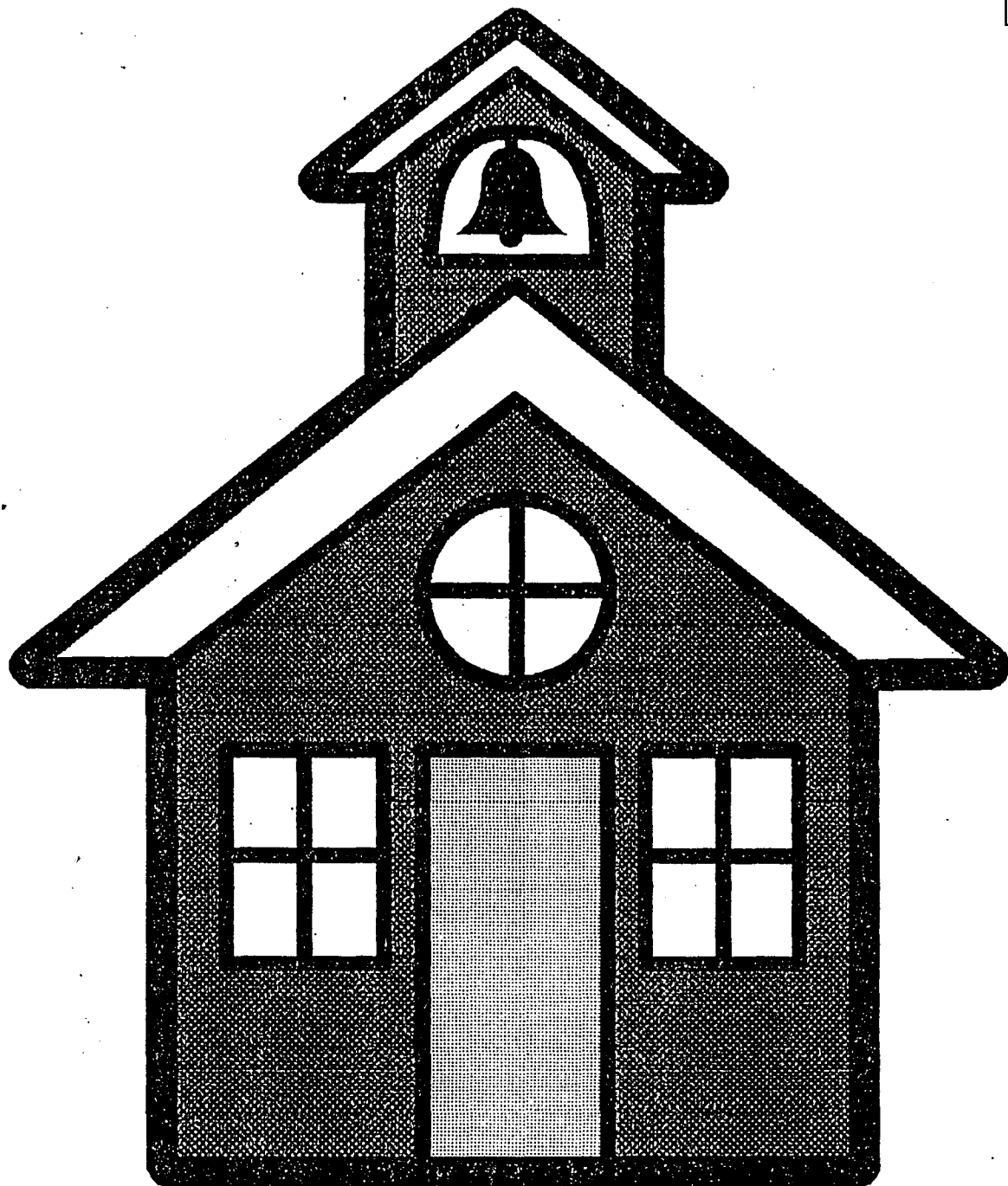
- * Loxahatchee Groves Water Control District should continue to clean the District canals of all debris and vegetation.
- * Loxahatchee Grove Water Control District should continue to desilt the canals to increase the water holding capacity.
- * Loxahatchee Groves Water Control District should continue to redesign the weir system for District canals.
- * Residents should report to Palm Beach County Sheriff's Department and Loxahatchee Groves Water Control District any vehicle seen in the canal.
- * Residents should report berm and canal bank damage to the Loxahatchee Groves Water Control District.
- * Loxahatchee Groves Water Control District should continue to manage the berms along canal banks throughout the District for safety and erosion control.

SUGGESTION:

- * Florida Game and Fresh Water Fish Commission should stock the Loxahatchee Groves Water Control District's canals with fish.

SUGGESTION:

- * The South Florida Water Management District should consider drafting a plan to assist Loxahatchee Groves Water Control District in properly recirculate canal water during drought periods to prevent stagnation.



Schools & Busing

SCHOOLS

Background/Current Conditions

Background

The School Board of Palm Beach County started serving the children in Loxahatchee Groves in 1936. The students attended a one-room school house up until 1965 when they started attending school in Royal Palm Beach. In 1986, Loxahatchee Groves Community Elementary School was planned. The students assigned to this school started out in portables until the permanent and present structure was completed in 1987. At present, the students from Loxahatchee Groves Water Control District boundaries number 116 on the elementary school level.

Student Population and Schools Attended

Approximately 580 children live in Loxahatchee Groves and attend public schools. These children attend Loxahatchee Groves Community Elementary School, Royal Pines School (6th Grade Center), Crestwood Community Middle School, and Wellington Community High School.

With the exception of Loxahatchee Groves Elementary, no Palm Beach County schools exist within walking distance for Loxahatchee Groves public school students. The majority of students rely on school buses for transportation to and from schools.

School Bus Transportation

Approximately six years ago, Palm Beach County School Bus Transportation Department changed the bus routes to limit which roads school buses would travel. The Loxahatchee Groves Water Control District maintains the roads and roadways of the district with a degree of uniformity. Up until the late 1980's, Palm Beach County school buses traveled all District roads for student pick-up and return. In 1989, however, the Department determined that it was hazardous for buses to travel on the canal side of the road. The new bus routes requires many children, some as young as five years old, to walk long distances to their assigned bus stop.

Analysis

School Bus Transportation and Student Safety

In Loxahatchee Groves, all of the District roads are a minimum of one lane in width and extend parallel and adjacent to canals. With a District-wide speed limit of 30 mph and all District roads maintained the same, why are some roads acceptable for use and not all?

Not all driveways can be student bus stops, but to have students from long distances converge along the busiest main intersections is in itself extremely hazardous. The temptation for children to cross the road even after being told not to is too great. The safety factor in this arrangement is non-existent.

The Loxahatchee Groves Community Elementary School is located just south of Okeechobee Boulevard. The school grounds start just south of a large preserved cypress head and just west of a large pepper farm. The building itself cannot be readily seen by fast approaching traffic. Drivers not familiar to the area pose a great safety hazard to children who are walking or riding their bicycles. The present signage and flashing lights that make drivers aware of approaching a school only addresses the area directly at the intersection of 162nd Avenue and Okeechobee Boulevard. The safety of the children is a great concern. The Loxahatchee Groves Neighborhood Planning Committee would like to see this forewarning School Safety Zone extended.

Identified issues:

- Children wait for school buses at congested intersections

SCHOOL RECOMMENDATIONS (NON-BINDING SUGGESTIONS ONLY):

(THIS PLAN RECOGNIZES THAT THE BOARD OF COUNTY COMMISSIONERS AND THE PALM BEACH COUNTY SCHOOL BOARD ARE INDEPENDENT OF EACH OTHER'S JURISDICTION)

- * The School Board of Palm Beach County should allow school buses to traverse any District road to pick up and drop off children.
- * The School Board of Palm Beach County should consider expanding the Loxahatchee Groves Elementary School "School Safety Zone".



Fire Department

FIRE RESCUE

Background

Beginning in 1949, Loxahatchee Groves was served by Military Park Fire District which began as a volunteer fire department. In 1975, Military Park merged with the Loxahatchee Groves Volunteer Fire Department, and Military Park Station #3 was opened in an old church off of Southern Boulevard, just east of "D" Road. This station served Loxahatchee Groves until 1985, when Palm Beach County Fire and Rescue opened Station 21, located on Okeechobee Boulevard (between "D" and "E" Roads).

Current Conditions

Station 21

Station 21, located at 14200 Okeechobee Boulevard, between "D" and "E" Roads, serves as the primary fire rescue response center for Loxahatchee Groves. The Station has one pumper, one rescue truck, one tanker and one brush truck.

Response Time

Response statistics show an overall good record for Fire Rescue service in the Loxahatchee Groves. During a twelve month period, from September 1, 1993 to August 31, 1994, Station 21 handled 683 calls, of which 177 were for Loxahatchee Groves. Forty eight of the calls were fire related, 90 were medical emergencies, and 39 were vehicle accidents. The travel time in Loxahatchee Groves averages 5 minutes, 49 seconds, and extends slightly over the Department's goal of five minutes. Response time remains critical for medical emergencies, fire suppression, and local fire insurance rates.

Analysis

Difficulty Responding to Calls

Fire rescue crews have difficulty responding to calls in Loxahatchee Groves because of a lack of adequate street signs and house numbers. Access to many of these properties does not correlate with the property address. Several properties may be accessed from the same private road. In some cases, all the mailboxes are located on the public road, and the entrance to each property is not identified.

Disposal of Hazardous Materials

Clean ground water is essential to all residential and non-residential landowners in Loxahatchee Groves. All landowners should properly dispose of all hazardous materials

to avoid contamination of ground water. Under current collection guidelines, a Loxahatchee Groves resident must travel long distances to properly dispose of hazardous materials. A designated holding site at Fire Station 21 for periodic local collection of hazardous materials by the Solid Waste Authority, would be provide easier hazardous materials disposal for the residents of the community.

Canals and Water Quality Concerns

Maintaining water quality is a concern in Loxahatchee Groves. Residents of the community draw their drinking water from private wells. As Loxahatchee Groves becomes more developed, the possibility of water contamination increases. Although the Department of Environmental Protection already contracts with a hazardous materials collection and disposal company, Palm Beach County Fire and Rescue Station 21 and Special Operations Unit #16 or #31 should continue to respond to emergency situations to mitigate the circumstances and/or contain the containment to ensure the protection of water quality.

Burn Permits

As stated previously, Loxahatchee Groves is a rural community with a very low residential density. Most residences are on lots of five acres or larger. Residential landowners with large lots often find it difficult to manage the vast amounts of yard debris associated with the size of their lot. Each piece of debris must be cut to size, bundled, and hauled to the point where it will be picked up by the County refuse truck.

Availability/Accessibility of Burn Permits

Florida Administrative Code 62-256.700 allows issuance of burn permits only for land clearing. However, residential burn permits would be an incentive to help eradicate Brazilian Pepper, Melaleuca and Australian Pine. Currently, Palm Beach County Health Department approves all residential burn permits applications prior to issuance by the Palm Beach County Fire Department. These application are approved only to burn debris associated with land clearing. Fire Station 21 issues agricultural burn permits to bona fide agri-farmers. Many residents would like to see burn permits available to them at Fire Station 21 for maintenance as well as land clearing.

Identified issues:

- Poor response time
- Availability of burn permits
- Illegal burning by residents
- County mows over property signs

RECOMMENDATIONS:

- * In order to aid travel time, the Fire Rescue Department should consider coordinating with the community so that Fire Station No. 21 works with the Loxahatchee Groves planning area landowners to identify home sites on maps at the fire station, and indicates the access to their properties.
- * Property owners within the Loxahatchee Groves planning area should clearly show their names and/or street address numbers at the access to their property, to aid law enforcement and fire/rescue efforts.
(Also in Law Enforcement)
- * At the request of any community organization within the Loxahatchee Groves planning area, Palm Beach County Fire Department should provide community education on fire safety and awareness.
- * Any owner of property in Loxahatchee Groves whose property abuts County right-of-way should maintain property signs out of the County right-of-way.
- * Palm Beach County should consider streamlining the process a landowner outside the Urban Service Area must follow to obtain a permit to burn vegetation. Palm Beach County could allow such burn permits to be issued at each community's local fire station.

(NOTE: DURING THE COUNTY'S INTERDEPARTMENTAL REVIEW OF THIS PLAN, THE FOLLOWING TWO RECOMMENDATIONS WERE CONSIDERED UNFEASIBLE. THEY WERE RETAINED BY THE LGNPC TO INDICATE THE COMMUNITY'S DESIRES.)

- * Palm Beach County Solid Waste Authority should consider establishing a designated Western Communities site for collection of hazardous materials, possibly at a community fire station.
- * Palm Beach County Fire and Rescue Station 21 and Special Operations Unit #16 or #31 should continue to respond to emergency situations to mitigate the circumstances and/or contain the containment to ensure the protection of water quality.



Sheriff Department

LAW ENFORCEMENT

Background/Current Conditions

Originally, the only responding law enforcement agency in Loxahatchee Groves was the Palm Beach County Sheriff's Office. With the additional services added by the County, responding agencies are now Palm Beach County Code Enforcement Division, Department of Environmental Resources Management, Department of Environmental Protection, Department of Natural Resources, Florida Game and Fresh Water Fish Commission, Palm Beach County Sheriff's Department, Solid Waste Authority and Palm Beach County Health Department.

Palm Beach County's Sheriff Department

Two substations of the Palm Beach County's Sheriff Department serve Loxahatchee Groves. These substations are located at 3188 PGA Boulevard and at 3228 Gun Club Road. There is also a mini-substation located in the Wellington Market Place. The Sheriff's Office automatically forwards calls received to the nearest substation. The substation dispatcher routes the call to the nearest car patrol. Each call receives priority based on the severity of the crime or emergency.

Analysis

Difficulty Responding to Calls

The Sheriff's Department has had difficulty responding to calls in Loxahatchee Groves because of a lack of adequate street signs and house numbers. Access to many of these properties does not agree with the property address. Often several properties are often accessed from the same private road. In some cases, all the mailboxes are located on the public road, and the entrance to each property is not identified.

Sheriff Patrols and Unsafe Speeding

Speeding traffic creates dangerous situations in Loxahatchee Groves, and is increasing as roads are improved and widened. Dirt roads become dangerous when traveled at high speeds. School-aged children are threatened by speeding vehicles as they commute to and from bus stops.

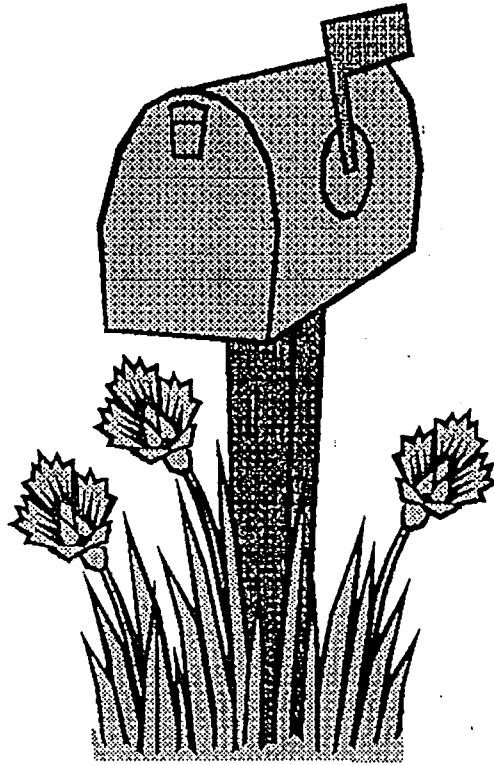
An increase in the number of Sheriff patrols would enhance the safety and protection of the community. Loxahatchee Groves is routinely patrolled once a day, with patrols more often as the workload of the Sheriff's Department allows. These patrols are currently deployed from the mini-substation located in the Wellington Market Place. More frequent sheriff's patrols, particularly during the hours of 6:00 - 9:00 a.m. and 2:00 - 6:00 p.m., would provide greater protection for residents of the community.

Identified issues:

- Lack of sheriff's patrols
- Excessive speeding within community
- Poor response time

LAW ENFORCEMENT RECOMMENDATIONS (NON-BINDING SUGGESTIONS ONLY):
 (THIS PLAN RECOGNIZES THAT THE BOARD OF COUNTY COMMISSIONERS AND
 THE SHERIFF'S DEPARTMENT ARE INDEPENDENT OF EACH OTHER'S
 JURISDICTION)

- * The Palm Beach County Sheriff Department should establish a sheriff's substation at Fire Station 21. In addition, a public service officer could be stationed there.
- * The Palm Beach County Sheriff Department should consider increasing the visibility by increasing the number of sheriff's patrols in Loxahatchee Groves during the hours of 6:00 a.m. - 9:00 a.m. and 2:00 p.m. - 6:00 p.m. for the greater protection of school children.
- * At the request of any community organization within the Loxahatchee Groves planning area, Palm Beach County Sheriff's Department should provide community education on crime safety and awareness.
- * Property owners within the Loxahatchee Groves planning area should clearly show their name and/or street address number at the access to their property, so as to aid law enforcement and fire/rescue efforts. (Also in Fire Rescue)



Annexation

ANNEXATION

Background/Current Conditions

Loxahatchee Groves is located in unincorporated Palm Beach County, immediately to the west of the incorporated (1959) Village of Royal Palm Beach, to the east and south of the Acreage, and to the north of Wellington, which is currently seeking incorporation. The community of Loxahatchee Groves encompasses 12.5 square miles (8000 acres) and is within the boundaries of the Loxahatchee Groves Water Control District (LGWCD).

Certain aspects of growth, development, and reapportionment of areas within the County can lead to consideration of additional land being annexed into existing incorporated areas. This may be done for added tax base, location, or relocation of objectional, yet required, facilities.

Analysis

Neighboring communities have unsuccessfully lobbied for annexation of LGWCD land. Residents of Loxahatchee Groves have opposed each annexation attempt. New developments, or expansion of existing developments, in these communities could create intensified annexation pressure.

Any annexation of Loxahatchee Groves land would destroy the unity and rural integrity of the community. Preservation of the existing boundaries of Loxahatchee Groves is essential to the residents of the community.

Identified issues:

- No annexation into adjacent communities

RECOMMENDATION:

- * The community of Loxahatchee Groves, in order to preserve its unity and uniqueness, discourages any fragmentation of the Loxahatchee Groves planning area by annexation into any adjacent incorporated community.

REVISION OF THE PLAN

Background/Current Conditions

The Loxahatchee Groves Neighborhood Plan has been designed to preserve the integrity of the community and to guide future development. The Neighborhood Plan reflects the consensus of the community as a guide for Palm Beach County's Board of Commissioners.

Analysis

In the future, however, the needs and desires of the community may change. The Neighborhood Plan may be modified as necessary to best serve the community. As Loxahatchee Groves grows and changes, the community will periodically review the Neighborhood Plan.

RECOMMENDATION:

- * At the time Loxahatchee Groves identifies the need, the community should form a representative citizen's group to create amendments and revisions to accommodate future needs. This planning committee should be made up of resident landowners who represent the varied lifestyles, businesses, and interests contained within Loxahatchee Groves.

ACTIONS

Organized by Implementing Authority

ACTIONS

RECOMMENDATIONS FOR THE STATE OF FLORIDA

SUGGESTION ONLY:

- * Florida Game and Fresh Water Fish Commission should consider restocking the Loxahatchee Groves Water Control District's canals with native fish.

SUGGESTION ONLY:

- * The South Florida Water Management District should consider drafting a plan to assist Loxahatchee Groves Water Control District in properly recirculate canal water during drought periods to prevent stagnation.

RECOMMENDATIONS FOR PALM BEACH COUNTY

- * If petitioned by a landowner, Palm Beach County should consider low impact non-residential land uses, in addition to residential use, on Okeechobee Boulevard and State Road 80 (Southern Boulevard) in accordance with the Palm Beach County Comprehensive Plan and the Palm Beach County Land Use Code and the following standards:
 1. As to Okeechobee Boulevard only, the depth of such uses shall not exceed 660 feet from Okeechobee Boulevard,
 2. the rear fifty feet shall be landscaped and fenced or walled to provide a 100% opaque barrier,
 3. access to the site shall be limited to Okeechobee Boulevard or Southern Boulevard,
 4. architectural elevations will be submitted at time of land use amendment indicating a single story rural architectural style consistent with the residential style of the community.
- * The zoning category of the Loxahatchee Groves Planning Area should remain Agricultural Residential, with those regulations as described in Palm Beach County's Unified Land Development Code, except as otherwise directed by land use changes consistent with this document.

- * Palm Beach County should consider notifying the Loxahatchee Groves Landowners Association of any non-residential land use permit applications within the Loxahatchee Groves Planning Area.
- * Due to the large lot size in Loxahatchee Groves, Palm Beach County should consider expanding the notification radius for landowners applying for permits/zoning changes outside the Urban Service Area to 1,200'.
- * Palm Beach County should consider notifying the Loxahatchee Groves Water Control District of any reclassification of zoning due to road and/or drainage issues within the Loxahatchee Groves Planning Area.
- * Palm Beach County should explore the possibility of amending the 1989 Comprehensive Plan to recreate a one unit per five acres land use category, as stated in the 1980 Comprehensive Plan, for the Loxahatchee Groves Planning Area.
- * Palm Beach County should consider restricting the sale of any petroleum product within the Loxahatchee Groves Planning Area.
- * Any new commercial building architecture should reflect the rural nature of the community.
- * The Loxahatchee Groves community requests that Palm Beach County consider incorporating the changes in **bold type** when the Land Development regulations are rewritten. Specifically, consider enhancing and modifying home occupation regulations for landowners and Palm Beach County, per the Unified Land Development Code, Section 6.4 D, Note 50 to incorporate the following concepts:
 - a. Incidental Nature. The home occupation(s) shall be clearly incidental and secondary to the residential use of the building and shall be confined to not more than **thirty (30)** percent of the total floor area of the **principal** dwelling, **not to exceed 600 square feet unless approved by a Special Use Permit**.
 - b. Location. A home occupation shall be conducted within the principal dwelling **or an accessory building or structure**. **The accessory building cannot be** an open porch or carport visible from any property boundary. **Accessory building location and size will be governed by existing Land Development guidelines**.
 - c. No change to the character of the dwelling. The home occupation shall not change the essential residential character of the dwelling in terms of exterior appearance and interior space.

- d. Employees. A home occupation use shall be conducted by a member of the immediate family residing in the dwelling unit. A maximum of **two (2)** persons who **are** not members of the immediate family may assist in the operation of the home occupation. **Special permits will be required for any additional employees on-site.**
- e. Occupational license. A home occupation shall be operated pursuant to a valid occupational license for the use held by the resident of the dwelling.
- f. No advertising. No external evidence or sign shall advertise, display or otherwise indicate the presence of the home occupation, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio or newspapers. Advertising on vehicles shall be limited to the minimum necessary to meet code requirements as mandated by PBC Contractors Certification Division Chapter 67-1876, or Florida Statutes 489.
- g. No on-premises sales. A home occupation shall not involve the sale of any stock in trade, supplies, products or services on the premises.
- h. No outside storage. No equipment or materials used in the home occupation shall be stored or displayed outside of the dwelling including driveways.
- i. Nuisances prohibited. No home occupation shall involve the use of any mechanical, electrical or other equipment, materials or items which produce noise, electrical or magnetic interference, vibration, heat, glare, smoke, dust, odor or other nuisance outside the residential building. There shall be no storage of hazardous or noxious materials on the site of the home occupation.
- j. Violations or hazard. If any of the above requirements are violated, or if the use, or any part thereof, is determined by the Zoning Director to create a health or safety hazard, then the occupational license may be revoked.
- k. Number. Only **two (2)** home occupations shall be permitted on any lot. **Any additional home occupational licenses requested would be governed by the Zoning Division and would be obtained through special permit and clearance.**
- l. Community Impact. **Businesses should create a minimum impact on the local traffic.**

* Agricultural related businesses such as, but not limited to, nurseries, fisheries or aviaries, should not be considered home occupations (cottage industries) in conjunction with this plan.

- * Palm Beach County should consider incorporating additional language into the ULDC that addresses aviiculture as listed below:
 - * Operations consisting of fifty (50) to two hundred (200) birds should be considered as small commercial aviaries. Minimal lot size required should be two (2) acres. Zoning should be AR, SA or AGR.
 - * Operations consisting of over two hundred (200) birds should be considered as large commercial aviaries. Minimal lot size required should be five (5) acres. Zoning should be AR, SA or AGR.
- * Aviaries established prior to adoption of this plan should be "grandfathered" in.
- * Palm Beach County should encourage preservation of natural and pristine areas. Native planting and environmental awareness should be done through community education.
- * Palm Beach County should consider promoting voluntary participation in the Florida Wildlife Habitat Program sponsored by Florida Game and Fresh Water Fish Commission. This would involve retaining applications and literature about the program and could be provided by the Palm Beach County Cooperative Extension Services. This literature would be available at local businesses, (e.g., Chamber of Commerce, real estate offices, etc.). Palm Beach County should consider offering property owners participating in this program a tax break incentive.
- * Palm Beach County should encourage landowners to apply for the existing tax credit available under the Vegetation Preservation and Protection Section and the Environmentally Sensitive Lands Section of the UDLC.
- * The community of Loxahatchee Groves, in order to preserve its unity and uniqueness, discourages any fragmentation of the Loxahatchee Groves planning area by annexation into any adjacent incorporated community.

Parks and Recreation/Equine Path System

NOTE: DURING THE COUNTY'S INTERDEPARTMENTAL REVIEW OF THIS PLAN, THE FOLLOWING FIVE RECOMMENDATIONS WERE CONSIDERED UNFEASIBLE. THEY WERE RETAINED BY THE LGNPC TO INDICATE THE COMMUNITY'S DESIRES.)

- * Palm Beach County should consider assisting the community in its efforts to finance, locate and build safe trails from within Loxahatchee Groves to reach the Royal Palm Beach Pine Natural Area, which has designated trails, as an asset to the horse owners. (Equine Path)

- * Palm Beach County should consider assisting the community in its efforts to finance, locate, and build multi-purpose trails for passive, non-motorized use (i.e., horses, hiking), within Loxahatchee Groves to reach safe riding areas. All trails would connect to the planned trails located at 140th and 40th Streets. (Equine Path)
- * Palm Beach County Parks and Recreation Department should consider completing Loxahatchee Groves County Park as specified in the original park master plan. (Parks & Rec.)
- * Palm Beach County Parks and Recreation Department should consider expanding Loxahatchee Groves County Park to the original forty acres, and thereby generating space for the construction of more general purpose athletic fields for ball sports. Given that the future expansion of State Road 80 (Southern Boulevard) is inevitable, Palm Beach County should consider acquiring this additional property as soon as possible. (Parks & Rec.)
- * The Loxahatchee Groves County Park, when originally planned, addressed equine trails. Palm Beach County's Park and Recreation Department should consider re-addressing this and if feasible, plan to include a riding ring into any future plans for the park. (Parks & Rec. and Equine Path System.)

Solid Waste Authority

- * Palm Beach County Solid Waste Authority should consider establishing a designated Western Communities site for collection of hazardous materials, possibly at a community fire station.
- * Since code enforcement is the county's responsibility, Palm Beach County, the Solid Waste Authority, and other responsible agencies should respond in a timely manner to complaints.

Code Enforcement

- * Since code enforcement is the county's responsibility, Palm Beach County, the Solid Waste Authority, and other responsible agencies should respond in a timely manner to complaints.
- * The Palm Beach County Code Enforcement Division should consider a tracking system to record and follow-up on code violations.
- * The Palm Beach County Code Enforcement Division should consider keeping statistics on a neighborhood basis by census tracts and/or Traffic Analysis Zones.

Transportation

- * The residents of Loxahatchee Groves Planning Area are against any major or minor north/south collector through the community.
- * Palm Beach County should consider the wishes of the Loxahatchee Groves community by removing "E" Road from present and future Right-of-Way Identification Maps.
- * At the time that a need for a thoroughfare is identified in the Loxahatchee Groves Area, the Loxahatchee Groves Water Control District, Indian Trails Water Control District, and Loxahatchee Groves Landowners Association, in conjunction with Palm Beach County, should consider conducting studies specific to that proposed thoroughfare.

Fire Rescue

- * In order to aid travel time, the Fire Rescue Department should consider coordinating with the community so that Fire Station No. 21 works with the Loxahatchee Groves planning area landowners to identify home sites on maps at the fire station, and indicates the access to their properties.
- * At the request of any community organization within the Loxahatchee Groves planning area, Palm Beach County Fire Department should provide community education on fire safety and awareness.
- * Palm Beach County Fire and Rescue Station 21 and Special Operations Unit #16 or #31 should continue to respond to emergency situations to mitigate the circumstances and/or contain the containment to ensure the protection of water quality.
- * Palm Beach County should consider streamlining the process a landowner outside the Urban Service Area must follow to obtain a permit to burn vegetation. Palm Beach County could allow such burn permits to be issued at each community's local fire station.

RECOMMENDATIONS FOR THE SCHOOL BOARD OF PALM BEACH COUNTY

(THIS PLAN RECOGNIZES THAT THE BOARD OF COUNTY COMMISSIONERS AND THE PALM BEACH COUNTY SCHOOL BOARD ARE INDEPENDENT OF EACH OTHER'S JURISDICTION)

- * The School Board of Palm Beach County should allow school buses to traverse any District road to pick up and drop off children.
- * The School Board of Palm Beach County should consider expanding the Loxahatchee Groves Elementary School "School Safety Zone".

RECOMMENDATIONS FOR THE PALM BEACH COUNTY SHERIFF'S DEPARTMENT

(THIS PLAN RECOGNIZES THAT THE BOARD OF COUNTY COMMISSIONERS AND THE SHERIFF'S DEPARTMENT ARE INDEPENDENT OF EACH OTHER'S JURISDICTION)

- * The Palm Beach County Sheriff Department should establish a sheriff's substation at Fire Station 21. In addition, a public service officer could be stationed there.
- * The Palm Beach County Sheriff Department should consider increasing the visibility by increasing the number of sheriff's patrols in Loxahatchee Groves during the hours of 6:00 a.m. - 9:00 a.m. and 2:00 p.m. - 6:00 p.m. for the greater protection of school children.
- * At the request of any community organization within the Loxahatchee Groves planning area, Palm Beach County Sheriff's Department should provide community education on crime safety and awareness.

RECOMMENDATIONS FOR LOXAHATCHEE GROVE WATER CONTROL DISTRICT

(THIS PLAN RECOGNIZES THAT THE BOARD OF COUNTY COMMISSIONERS AND THE LOXAHATCHEE GROVE WATER CONTROL DISTRICT ARE INDEPENDENT OF EACH OTHER'S JURISDICTION)

- * Loxahatchee Groves Water Control District should consider continuing to improve driving surfaces with better road materials.
- * Loxahatchee Groves Water Control District should consider continuing to acquire sufficient right-of-way and/or easements for two lane roads with shoulders berms.

- * Loxahatchee Groves Water Control District should consider continuing to manage the berms along canal banks throughout the District for safety and erosion control.
- * Loxahatchee Groves Water Control District should consider not connecting "E" Road with 140th Avenue.
- * Loxahatchee Groves Water Control District should continue to clean the District canals of all debris and vegetation.
- * Loxahatchee Groves Water Control District should continue to desilt the canals to increase the water holding capacity.
- * Loxahatchee Groves Water Control District should continue to redesign the weir system for District canals.
- * Residents should report to Palm Beach County Sheriff's Department and Loxahatchee Groves Water Control District any vehicle seen in the canal.
- * Residents should report berm and canal bank damage to the Loxahatchee Groves Water Control District.
- * Loxahatchee Groves Water Control District should continue to manage the berms along canal banks throughout the District for safety and erosion control.
- * Loxahatchee Groves Water Control District should explore the possibility of obtaining recreational powers as allowed for under Florida Statute 298.

RECOMMENDATIONS FOR LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION

- * The Loxahatchee Groves Landowners Association should coordinate equestrian planning with the Palm Beach County Parks and Recreation Department and all other public and private agencies and apply for grant funds that will promote equestrian activities.

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To: Mr. James Titcomb, Town Manager, Town of Loxahatchee Groves
Ms. Francine Ramaglia, Assistant Town Manager, Town of Loxahatchee Groves

From: Kevin Knutson, Knutson Consulting

Date: April 1, 2020

Subject: **Commercial Development Discussion and Survey Results**

Over the past few months, the Town of Loxahatchee Groves has conducted extensive outreach to Town residents with the goal of identifying long-range priorities. As part of those efforts, several surveys have been conducted to gather input into various topics, including types of commercial development that would be appropriate for the Town.

This memo summarizes the following surveys and feedback opportunities related to commercial development:

- » Strengths-Weaknesses-Opportunities-Threats (SWOT) survey September 2019
- » Visioning workshop of September 28, 2019
- » Visioning session of February 29, 2020
- » Commercial development counter survey March 2020
- » Commercial development online survey March 2020
- » Planned visioning session of March 21, 2020

Each opportunity gathered information that, in aggregate, will provide the Council with a broad representation of resident and property-owner preferences.

What follows is an overview of progress to date on the visioning process and a summary of the outcomes of the resident engagement around commercial development, with additional appendices summarizing the results of each activity.

Progress to Date

The visioning process initiated by the Town Council began with the workshop held on September 28, 2019 with approximately 200 Town residents or property owners in attendance. At the end of the workshop, the Council met to discuss priorities for the next couple of years. After discussing what they had heard in the workshop, learned through the SWOT survey, and had gathered from their time serving on the Council, three key issues kept rising to the top—infrastructure, communications, and development codes.

After further discussion, the Council gained consensus around the priorities and key strategies to implement them:

1. Roads, Canals, & Drainage
 - a. Create a grid to define priority roads
 - b. Establish a long-range financial forecast to determine available funding
 - c. Develop and deploy a maintenance program based on funding
2. Communications & Branding
 - a. Develop key messages that support the Town brand
 - b. Create and execute a strategic communications plan
 - c. Provide official communications vehicles for resident use
3. Relevant Commercial Development
 - a. Update and modernize Town land development regulations
 - b. Create a long-range plan for economic development
 - c. Develop a plan for annexations

After the workshop, staff began working on these three areas and have made progress on both the Roads, Canals & Drainage priority and Communications & Branding.

For Roads, Canals, & Drainage, the following steps have been accomplished:

- » A road grid has been developed by the Roadways, Equestrian, Trails & Greenway Advisory Committee has been adopted and priority roads identified.
- » Financial forecasting and funding alternatives are in development.
- » Maintenance program is in development.

For Communications & Branding, several other actions are underway:

- » Information Technology investments and website upgrades have been started.
- » Working with a local government communications firm to develop communications plan.

In order to make progress in the third area, the Town applied for and received a Community Planning Technical Assistance grant from the Florida Department of Economic Opportunity to update and improve the Town's code and inform the development of the Comprehensive Plan. The key deliverables are:

1. A report identifying inconsistent land uses and proposed Zoning Map amendments or other corrective actions.
2. Two public sessions to gather additional input around uses on Okeechobee and Southern Boulevards.
3. A report on the outcomes of the sessions, a summary of past land use decisions, and proposed Comprehensive Plan amendments.
4. Future Land Use Maps and Zoning Maps.

The outcome of the grant-funded process will set the stage for updates to the Town's Comprehensive Plan, amendments to land development codes, and reconciliation of inconsistent approvals.

Overview of Responses

The public outreach portions of the grant activities included two public input sessions, a counter survey, and an online survey. For the surveys and first public session, commercial development ideas generated in the Visioning Workshop were categorized into six subtypes, with examples listed for each. In the session and surveys, residents and property owners were either asked to share how much they supported each use.

The subtypes were:

- » Category 1 – Food Service
- » Category 2 – Personal/Business Services
- » Category 3 – Cultural/Town Center
- » Category 4 – Specialty Commercial
- » Category 5 – Agriculture Related
- » Category 6 – Accommodations

Because these uses were generated by participants in the Visioning Workshop, some existing uses or other potential uses are not included.

Both in the Public Session 1 survey and online surveys, respondents were generally less supportive of commercial uses on Okeechobee Boulevard than similar uses on Southern Boulevard, with a few exceptions. Table 1 lists the percent of positive responses by category for the online surveys.

Category	Southern	Okeechobee
1 – Food Service	84%	62%
2 – Personal/Business Services	66%	36%
3 – Cultural/Town Center	69%	47%
4 – Specialty Commercial	62%	34%
5 – Agriculture Related	75%	63%
6 – Accommodations	54%	31%

Table 1. Summary of positive responses by category from the online surveys.

For this survey, respondents were requested to rank the relative appropriateness of the uses on a five-point scale. The top two responses are considered positive.

Only two categories received majority support on Okeechobee Boulevard—food service and agriculture related services. In food service, 65% supported the idea of a farm-to-table restaurant, while another 63% thought that a coffee shop or breakfast and lunch restaurant would be a good use on Okeechobee. Another high point was 65% support for a park or public event space, in category 3. The highest rating was for a farmer’s market (75%) on Okeechobee Boulevard.

On Southern Boulevard, most uses seemed like a good fit to respondents, although category 6 was a slim majority. Highlights include top scores for sit-down restaurants (91%); farmer’s market (86%); specialty foods (82%); farm-to-table restaurants (80%), parks and public events (78%); movies, concerts and art shows (75%); saddle shop, bootery or leather works (73%); car wash (73%); botanical gardens (71%); veterinarians or pet grooming (71%); Agri and eco-tourism (70%); and a multi-purpose arena (70%). The lowest scores were for an RV park (48%) and a go-kart track or arcade (52%).

These results are similar to the pattern in the public session survey, although the choices of “yes” or “no” in the in-person may have impacted the number of positive responses. In addition, there is the possibility that people motivated enough to attend a public session have stronger opinions. So, while the pattern of support for individual uses is the same, the overall responses were generally lower.

In category 1, for example, no use received majority support along Okeechobee (the average was 44% “yes”), but on Southern the average was 94%, significantly higher than the online survey.

Other notable points in the session survey was strong support for categories 2, 3 and 6 on Southern Boulevard, with near-unanimous support for sit-down restaurants (100%); office space (100%); specialty foods (94%); and 88% support for farm-to-table restaurant, fitness center, veterinarian, recreation center, car wash, and saddle shop/bootery/leather works. The lowest scores were 0% for a YMCA or YWCA, and 17% for car wash or truck wash on Okeechobee Boulevard.

In total, there was more support for local services and agriculture related businesses on either road, with a strong preference for commercial development to be located on Southern Boulevard.

Next Steps

Staff has developed specific actions to recommend to the Council to address the priorities above and will share them with the Council. The second session will be rescheduled when social distancing rules have been lifted, and will engage residents in a discussion of the specific actions, to provide further public input to the Council’s deliberations.

Appendix 1 – SWOT Survey

For the purposes of this analysis, I’ve only included questions relevant to commercial development. For a complete summary of the responses, please see the September 16, 2019 memorandum entitled “Results of Strengths-Weaknesses-Opportunities-Threats (SWOT) Survey.”

The survey tool (SurveyMonkey) was set to allow for anonymous responses, so we did not collect any personally identifying information other than the internet protocol (IP) address for each respondent. This information was used to ensure that individuals weren’t “packing” the survey by responding multiple times. No evidence was seen for that kind of influence over the outcomes, as only two IP addresses repeated, and those were for major internet service providers in the region.

The survey went live on August 31, 2019 and was available for input through September 9, 2019.

There was a total of 96 individual responses to the survey. Of that total, 80 respondents identified as residents or landowners, 12 identified as volunteers who sit on boards or committees, two were elected officials, and two were Town staff.

The results showed that development of Okeechobee and Southern Boulevard corridors was the third most important issue to respondents, behind roads and canals (1) and land use and zoning (2). “Smart” or strategic commercial development was considered the top opportunity, as was leveraging agri-tourism (third highest). By the same token, the greatest threat was seen as over-development, with more than half of the respondents citing it.

Appendix 2 – Resident Visioning Workshop

At the September 29, 2019 workshop, participants sat at tables with between four to eight people and engaged in directed conversations around key issues identified in the SWOT survey, including roads and commercial development. Each group discussed three questions and reported out to the entire audience, sharing specific ideas and concerns that each group had identified.

The pertinent exercise was to answer a two-part question: “What kind of commercial development would fit the community?” and “What would not?” The idea was to get more feedback on residents’ opinions around commercial development, which had been prominent in the SWOT survey.

The things that participants thought would fit included a host of agriculture-related services, recreational opportunities, and other concepts in keeping with the theme of a rural community. For a full list, please see the attached results from the workshop. A few key concepts that came up included:

- » Farm-to-table restaurants, shops and markets
- » “Mom & Pop” businesses, such as restaurants, bakeries, gift shops, and services
- » Recreation and entertainment amenities, such as a community center, gun range or movie theater
- » Equestrian-related services and amenities

Things that wouldn’t fit the community included:

- » Big-box stores
- » Strip malls
- » Heavy industry
- » Auto dealers
- » Adult-only entertainment, stores or bars

In addition, we asked participants “What else could we do to foster or protect the Town’s identity, or brand?” Several ideas were offered, mostly centered around a couple of themes:

- » Emphasizing the rural quality of the town
- » Promoting agritourism and farm-to-table services
- » Adding equestrian amenities
- » Strengthening the code

These key themes all support the Council’s desire to take action that will help shape future development in ways that protect the rural quality of the Town.

During the Visioning Workshop in September, the Council set priorities for the near term, including a path forward for addressing issues around commercial development in the Town. Specifically, they added the following as priorities:

- » Relevant Commercial Development
 - Update and modernize Town land development regulations
 - Create a long-range plan for economic development
 - Develop a plan for annexations

Appendix 3 – Resident Visioning Session 1

A visioning session designed to engage residents in a discussion about commercial development was held on February 29, 2020. As part of that session, two surveys were given to the 18 participants that gave them an opportunity to select their preferences from a set of predetermined uses for both Okeechobee and Southern Boulevards.

Because these were administered in person, there is no reason to believe that the results were manipulated. The only bias that should be present is “selection bias,” because respondents had to attend the session to participate. Because of that, the responses to why they attended the session are included below.

The main part of each survey listed potential uses on each corridor and asked respondents to say “Yes,” “No” or “Maybe under the following circumstances” to each use. Table 2 below shows the number of “Yes” responses to each use. (For Okeechobee n=18, for Southern n=17, a “—” denotes the choice was not available on that survey.)

Uses	Southern	Okeechobee
Category 1 – Food Service		
Coffee Shop/Breakfast & Lunch	—	8
Sit-Down Restaurant	17	8
Farm-to-Table Restaurant	15	8
Specialty Foods	16	8
Category 2 – Personal/Business Services		
Fitness Center	15	5
Hair/Nails/Barber	—	8
Vet/Pet Grooming	15	10
Youth/Recreation Center	15	—
Self/RV/Outdoor Storage	12	—
Auto Repair Shop	13	—
Car Wash	15	—
Office Space	17	—
Category 3 – Cultural/Town Center		
Movies/Concerts/Art Shows	12	4
Park/Public Events	14	10
Multi-Purpose Arena	11	8
Youth Recreation Center	14	5
Art Gallery/Town History	—	10
YMCA/YWCA	14	0
Category 4 – Specialty Commercial		
Gun Store/Shooting Range/Driving Range	13	5
Antiques	—	8
Go-Kart Track/Arcade	8	—
Car Wash/Truck Wash	13	3
RV Storage	—	6
Category 5 – Agriculture Related		
Saddle Shop/Bootery/Leather Works	15	11
Botanical Gardens	13	12
Agri-/Eco-Tourism	11	11

Farmer's Market	14	13
Category 6 – Accommodations		
Self-Storage/Outdoor Storage	—	4
Senior Living Facility	10	—
Hotel/Bed & Breakfast	14	5
RV Park/Seasonal	12	4

Table 2. "Yes" Responses on the survey conducted at the February 29, 2020 visioning session.

As can be seen above, there was little appetite for any commercial development on Okeechobee, although certain types appealed to participants more than others, such as agriculture-related uses, as well as parks and arts amenities. On Southern, the majority of respondents approved of most types of commercial development on the list, with the exception of a go-kart track or arcade.

There was additional input solicited at the session, including what participants would like to see along the two corridors that would be "low impact" and what brought them to the session. On the first question, responses are divided between the two corridors:

- » Okeechobee Boulevard "Low Impact"
 - Medical offices, business management, accounting
 - Limited in/out traffic, low noise, Floor Area Ratio (FAR) = .02, good for all ages, landscape and trees
 - This is defined by the town
 - No commercial, community center
 - Medical, storage, office
 - Restaurants, retail
 - Low impact, does not affect daily commuters, no noise or light pollution, businesses/ services for residents
 - Restaurants, RV parks, low commerce
 - Coffee shop, tack store, market for fruit, horse biz, horse arena
 - Low impact as written in neighborhood plan
 - Keep with rural character of title of the town, low impact
 - More trees-plants, keep Okeechobee ag-res, low speed limit, low impact commercial
 - Sports field
 - Community support services (food pantry)
- » Southern Boulevard "Low Impact"
 - Medical offices, business management, accounting (no foot traffic)
 - Low Noise, low light, rural, vista guiding, things that do not draw traffic through the groves, buffers trees
 - This is defined by the town
 - Medical, storage, office
 - Commercial
 - Self storage
 - No nose or light pollution to the north, appeals to traffic on Southern not Town
 - Restaurants, businesses that will last
 - Industrial site not visible from Southern

- Southern can be anything you want, it's commercial already
- Increase Floor Area Ratio (FAR) or allow flexibility in applying FAR if certain desirable criteria are met

We also asked why people attended the session to get an idea of what their overall position is:

- » Want to keep it quiet, nice, low lights, low impact-commercial should be mainly elsewhere
- » To find out why Okeechobee is even being discussed when not in comp plan also to object to survey with built in bias
- » Supporting commercial uses along Okeechobee Blvd
- » Smart Growth
- » What is the plan for Okeechobee Blvd?
- » Loxahatchee Groves should be fair to all. Implement what was suggested at the 1st Visioning
- » Find out what going on and add my opinion making sure to stay on track
- » Keep the ideas as written in the neighborhood plans
- » Concern of the town no protecting and preserving our rural community
- » Concern for Loxahatchee Groves future
- » Interested in preserving the rural character
- » Our future
- » Okeechobee
- » Restoring or preserving and commercial on Okeechobee
- » To sort thru ideas and conflicting laws of commercial development on Okeechobee
- » Desire to see the Groves continue as a rural residential community
- » Seek balance so outer roads are not just depressed business
- » Loxahatchee groves need to stay AG/Res
- » Learn about my neighborhood and expect the best
- » Rural roads with out division of our town

Appendix 4 – Counter Survey

To gather feedback from residents and property owners unable to attend the workshop on February 29, the Town made copies of the survey from the session available at the reception counter at Town Hall (155 F Road).

A total of 28 responses were received, which staff reported were dropped of by one person. Each survey returned had identical answers, and all of them were “No” for every use identified.

Due to the nature of the survey responses, I would advise that we understand that these responses represent a point of view that exists in the community, although the extent to which it is prevalent is impossible to determine. It's worth noting that few similar responses were obtained through the other instruments.

Appendix 5 – Commercial Development Online Survey

To supplement the February session and counter survey, the Town made two additional surveys available to the public—one for Okeechobee Boulevard and the other for Southern Boulevard. The

survey was available between March 5, 2020 and March 18, 2020, with a goal of using the results as a point of discussion at the planned March 21, 2020 session.

While similar in content to the session survey, the online survey asked respondents to use a five-star scale to rate each use. The rubric was:

- » 5 Stars = Yes, this is a great business/use for the corridor
- » 4 Stars = It's a pretty good idea
- » 3 Stars = Maybe, if...
- » 2 Stars = Not great, but I could live with it
- » 1 Star = No, this use/business should not be on the corridor

Each subsection also had the option to fill in an open-ended response to identify other uses or conditions for the score of 3 "Maybe, if..."

I have reviewed all the Internet Protocol addresses for the respondents and noted no instances of multiple responses from a single location. This survey also asked respondents to identify themselves by name and indicate if they were a resident or not.

Okeechobee Boulevard

A total of 86 people participated in the survey for Okeechobee Boulevard. Forty-seven provided a name and three provided a descriptor, such as "20-year resident." Seventy-five responded to the "Are you a resident of the Town?" question, with 89% (67) indicating yes, and 11% (8) saying they were not. Another 22% (16) also indicated that they owned a business in town. Lastly, 93% (67) indicated that they owned property, while 6% (5) are likely renters. We collected property addresses on 46 of the respondents. About 13 respondents skipped the demographic questions.

For Category 1 – Food Service, respondents were generally supportive of the ideas presented, as seen in the number giving each idea four or five stars in Figure 1. For all uses, positive scores ranged from 54% to 65%.

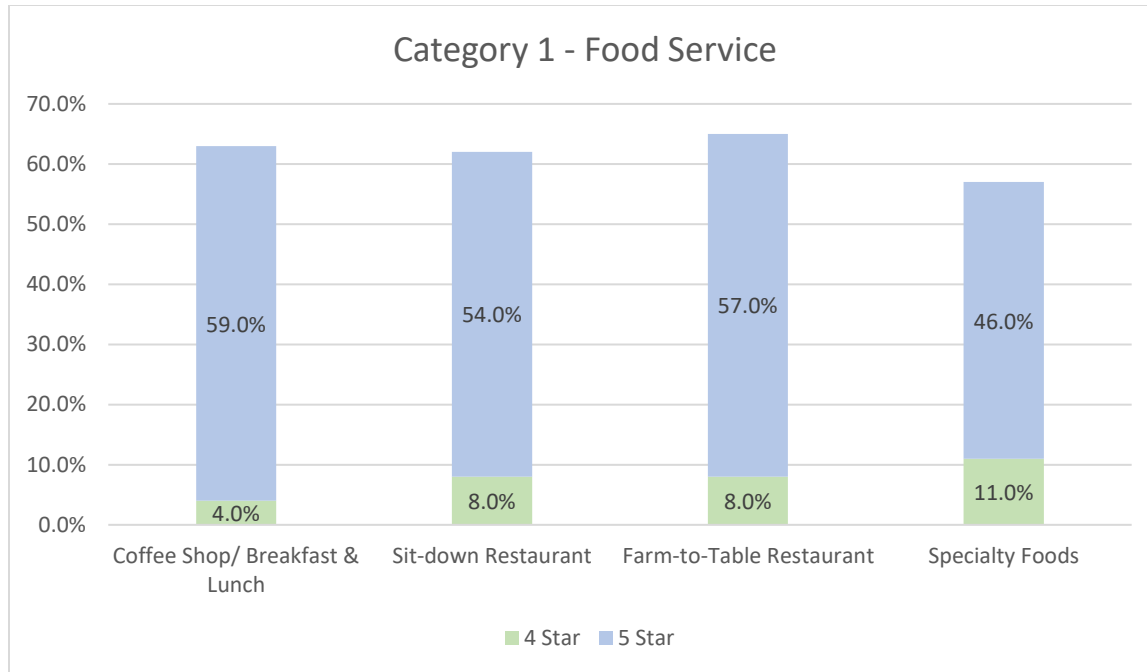


Figure 1. Respondents giving 4 or 5 starts to food service uses on Okeechobee Boulevard.

For Category 2 – Personal/Business Services, seven ideas for types of services were included. Positive responses are illustrated in Figure 2, which ranged from 32% to 40%, a minority for each. Significant numbers of respondents didn't think these were good uses at all, with 45% giving one star to fitness centers and personal grooming businesses.

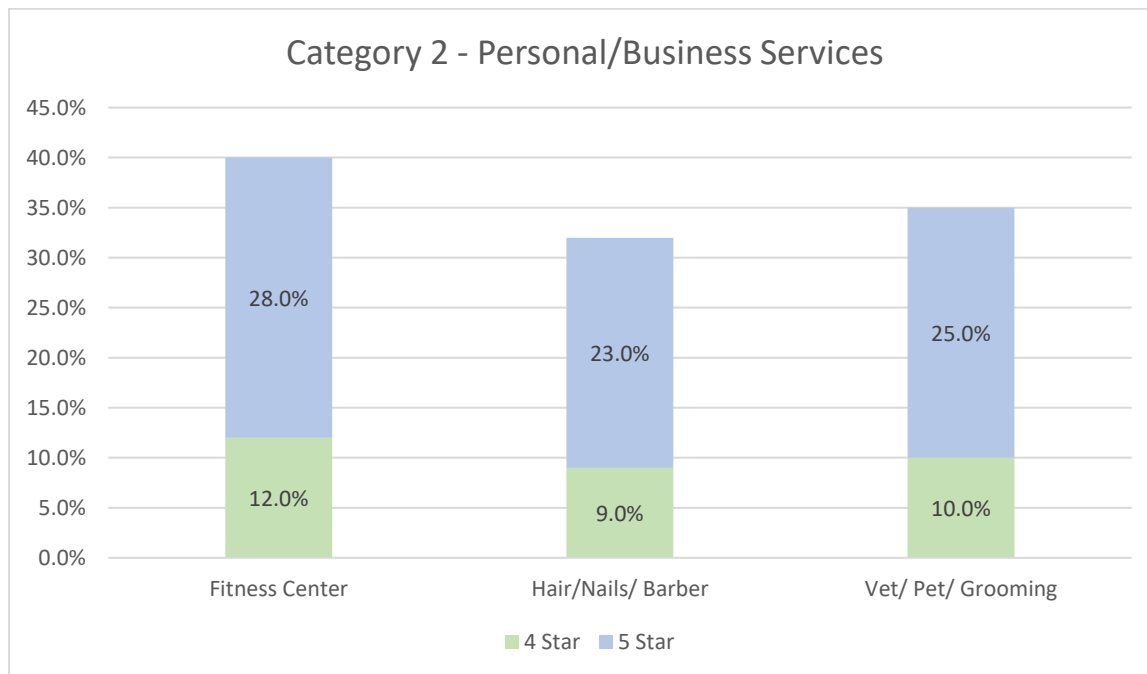


Figure 2. Respondents giving 4 or 5 starts to personal and business service uses on Okeechobee Boulevard.

Category 3 – Cultural/Town Center provided options for public uses, which received mixed responses, as seen in Figure 3. Positive responses ranged from 35% to 65%. Majority positive responses were received only for Parks/Public Events and a multi-purpose arena. A significant amount of one-star ratings were received for a Youth Recreation Center (37%), Art Gallery/Town Center (43%), and YMCA/YWCA (46%).

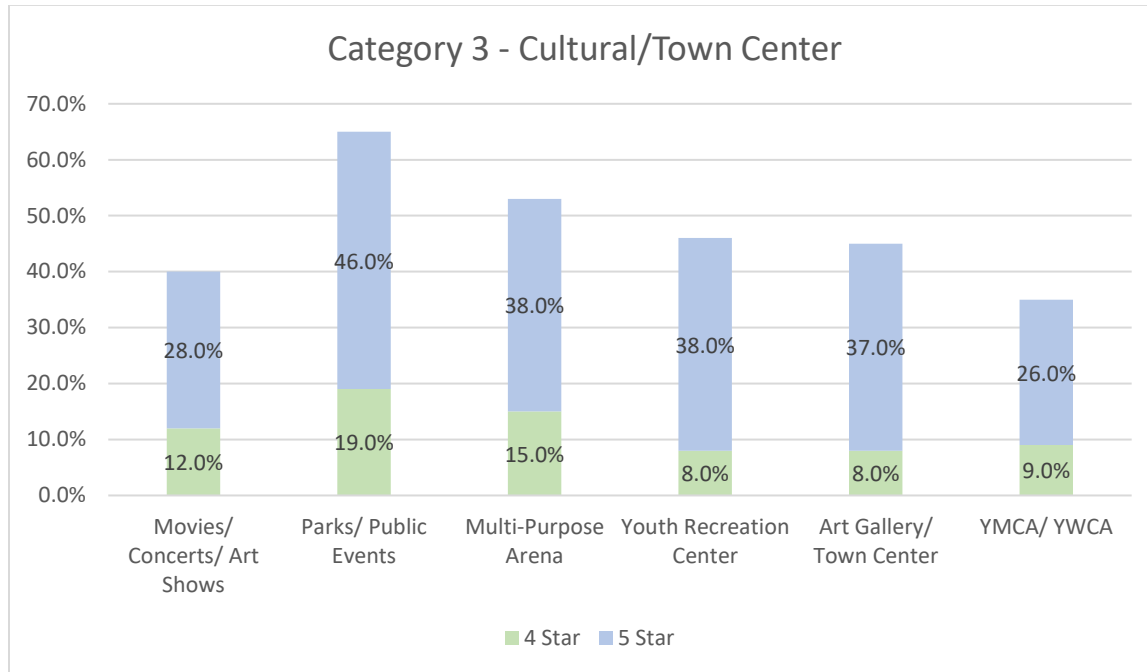


Figure 3. Respondents giving 4 or 5 stars to cultural and Town center uses on Okeechobee Boulevard.

For Category 4 – Specialty Commercial, respondents were not supportive of the ideas presented, as seen in Figure 4. For all uses, positive scores ranged from 30% to 40%. One-star responses ranged from 44% to 54%.

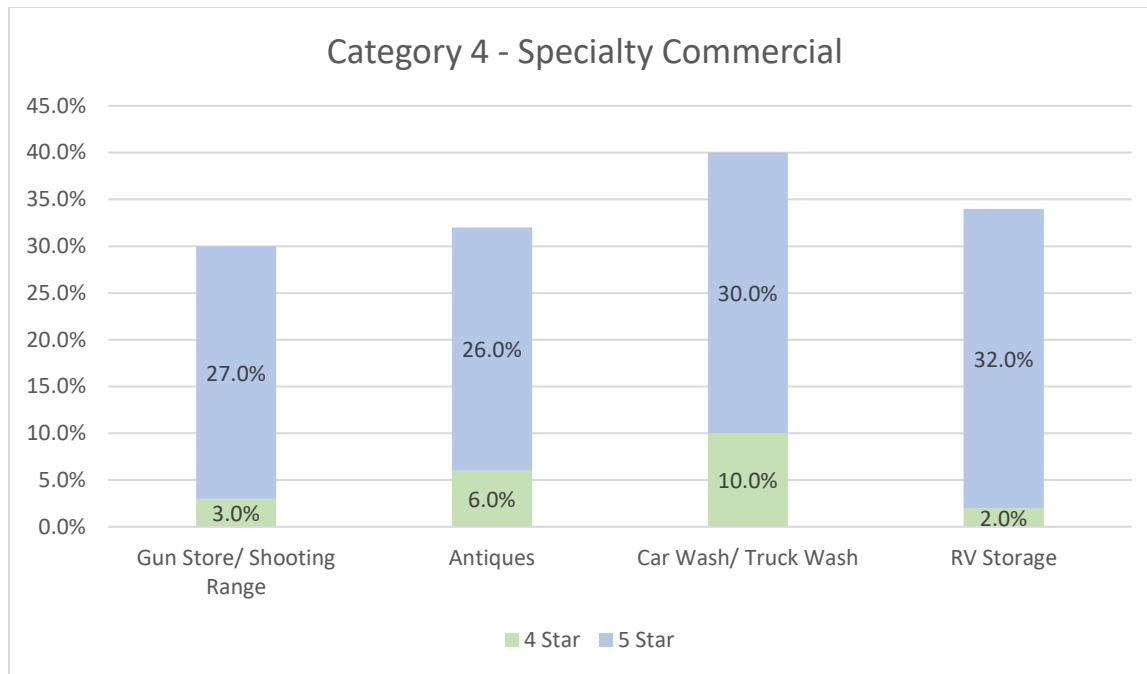


Figure 4. Respondents giving 4 or 5 stars to specialty commercial uses on Okeechobee Boulevard.

Category 5 – Agriculture Related uses provided were generally viewed as positive, as seen in Figure 5. Positive responses ranged from 56% to 75%.

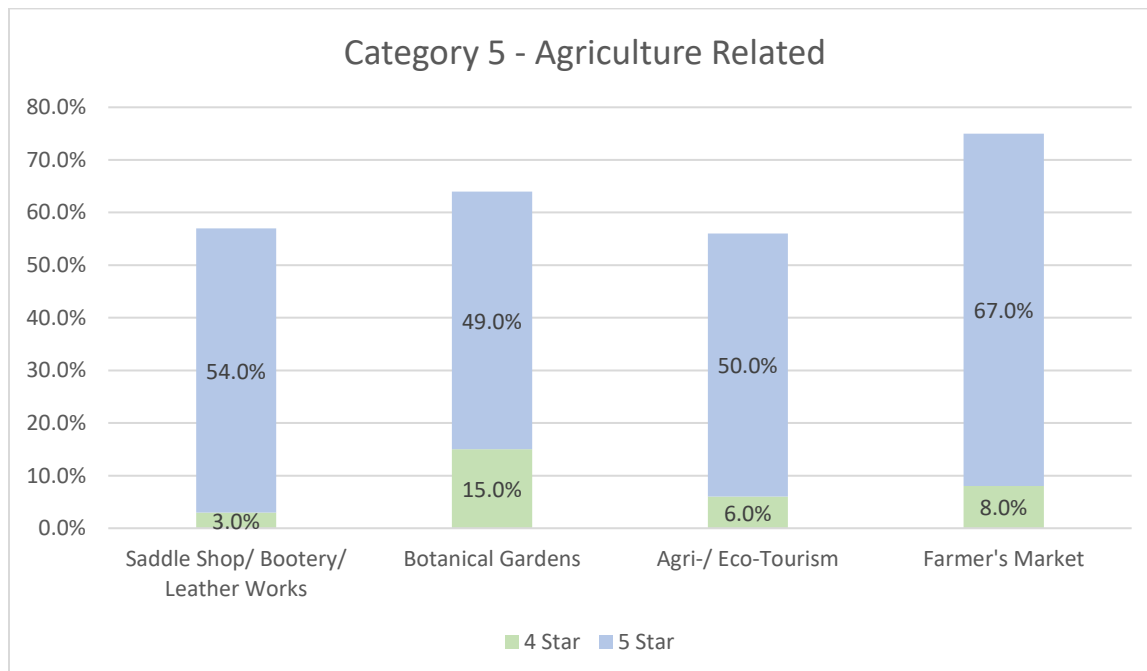


Figure 5. Respondents giving 4 or 5 stars to agriculture related uses on Okeechobee Boulevard.

For Category 6 – Accommodations, respondents were unsupportive of the ideas, as seen in Figure 6. For all uses, positive scores ranged from 29% to 35%, indicated a strong dislike for these uses.

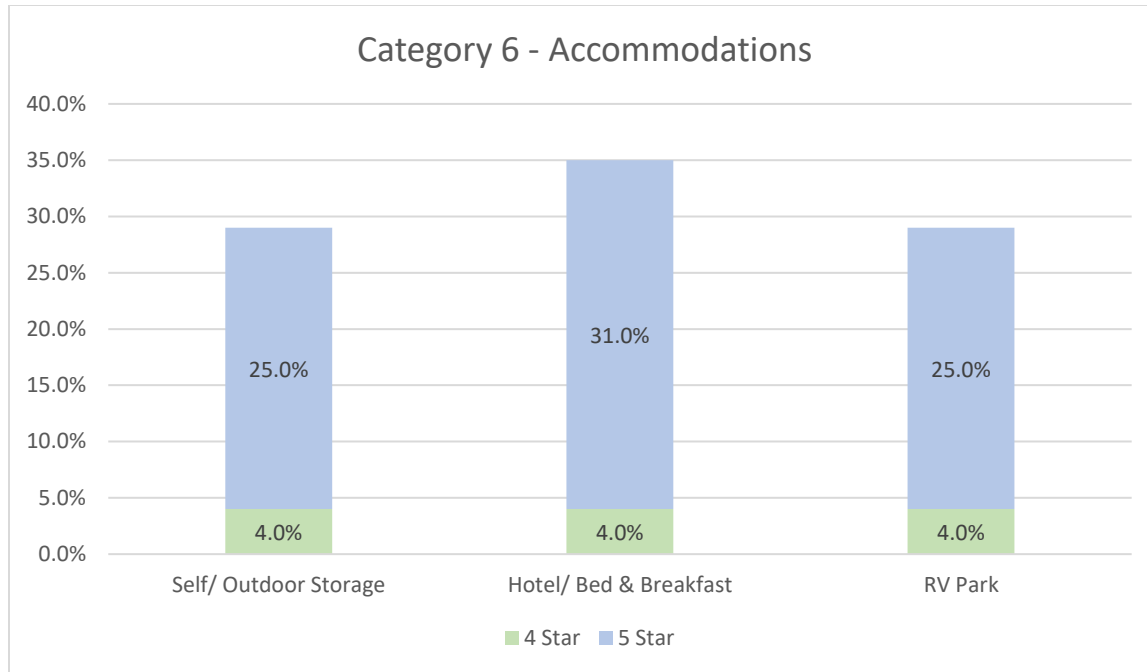


Figure 6. Respondents giving 4 or 5 stars to accommodation uses on Okeechobee Boulevard.

Southern Boulevard

A total of 53 people participated in the survey for Southern Boulevard. Thirty-four provided a name and two provided a descriptor, such as “20-year resident.” All 53 responded to the “Are you a resident of the Town?” question, with 96% (51) indicating yes, and 4% (2) saying they were not. Another 23% (12) also indicated that they owned a business in town. Lastly, 94% (50) indicated that they owned property, while 6% (3) are likely renters. We collected property addresses on 46 of the respondents.

For Category 1 – Food Service, respondents were generally supportive of the ideas presented, as seen in the number giving each idea four or five stars in Figure 7. For all uses, positive scores ranged from 80% to 91%, significantly higher than the same uses on Okeechobee Boulevard and the highest scores for any use in either survey.

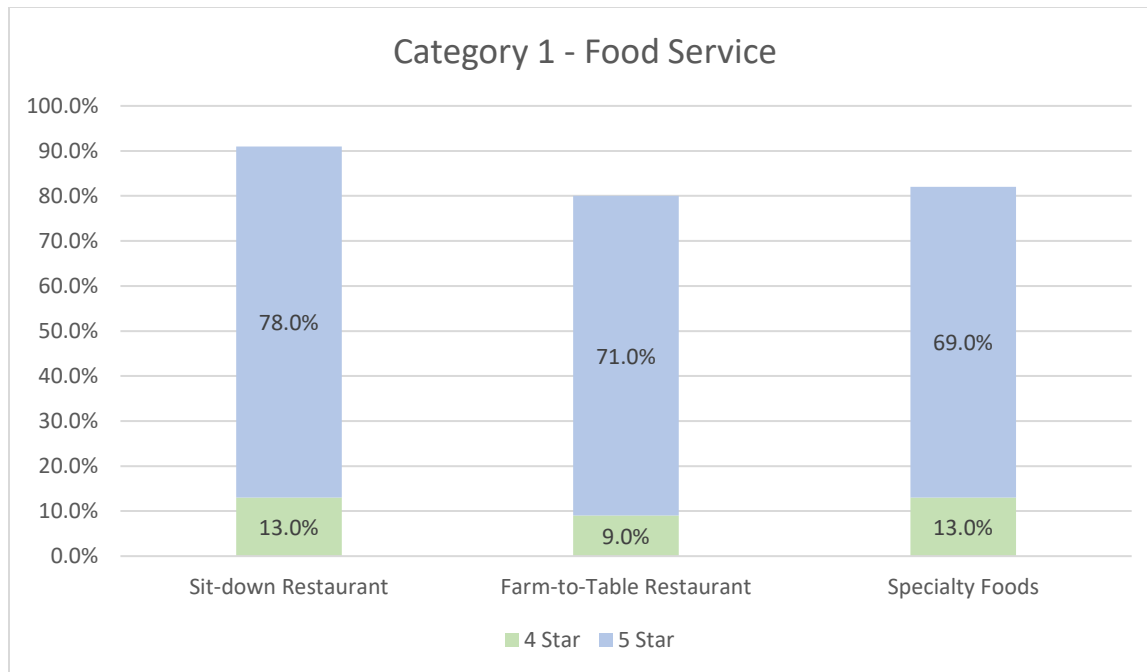


Figure 7. Respondents giving 4 or 5 starts to food service uses on Southern Boulevard.

For Category 2 – Personal/Business Services, seven ideas for types of services were included. Positive responses are illustrated in Figure 8. Positive scores ranged from 60% to 73%, strong, but less positive overall than food services.

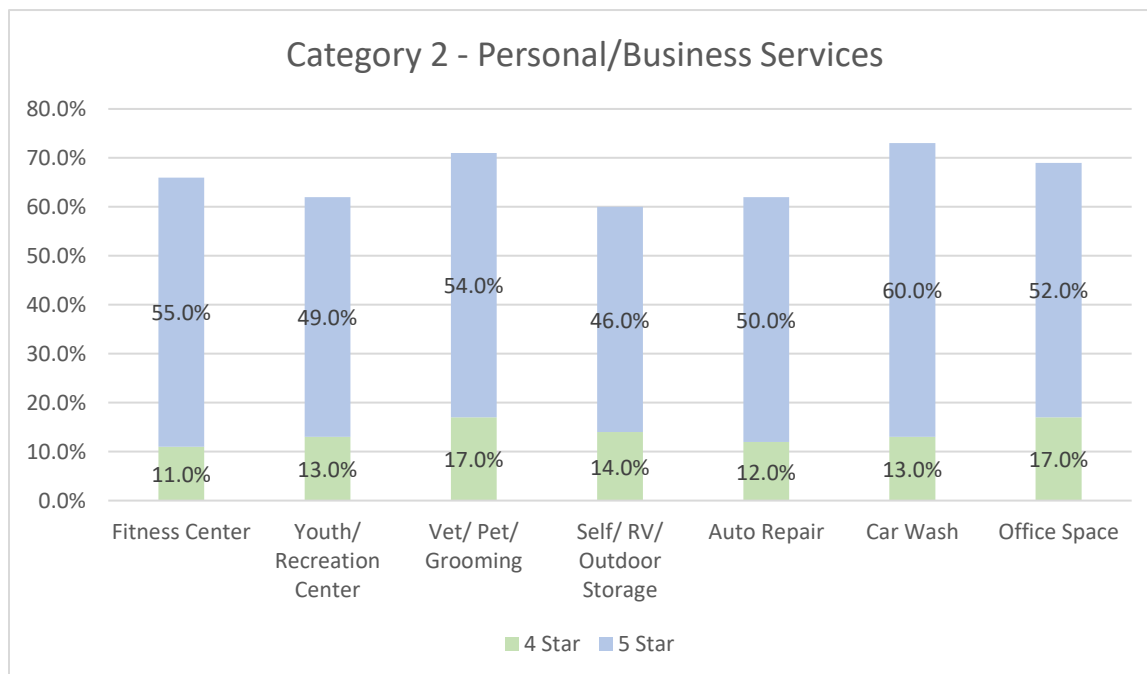


Figure 8. Respondents giving 4 or 5 starts to personal and business service uses on Southern Boulevard.

Category 3 – Cultural/Town Center provided options for public uses, which were generally viewed as positive, as seen in Figure 9. Positive responses ranged from 54% to 78%.

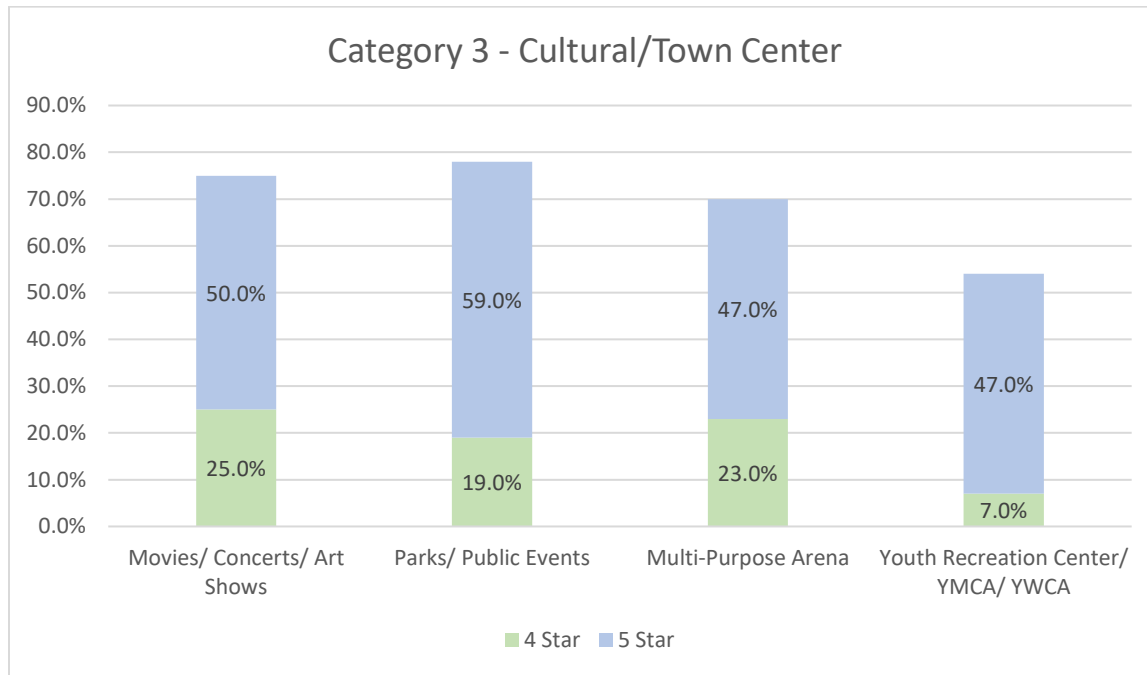


Figure 9. Respondents giving 4 or 5 stars to cultural and Town center uses on Southern Boulevard.

For Category 4 – Specialty Commercial, respondents were also generally supportive of the ideas presented, as seen in Figure 10. For all uses, positive scores ranged from 74% to 52%.

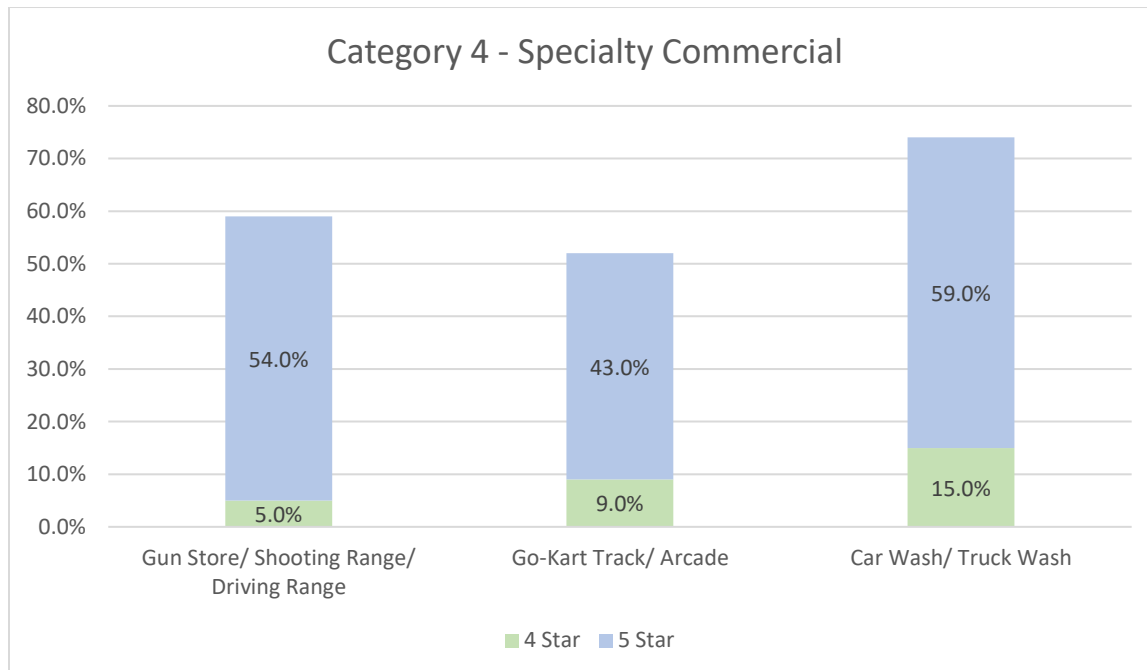


Figure 10. Respondents giving 4 or 5 stars to specialty commercial uses on Southern Boulevard.

Category 5 – Agriculture Related uses provided were generally viewed as positive, as seen in Figure 11. Positive responses ranged from 70% to 86%.

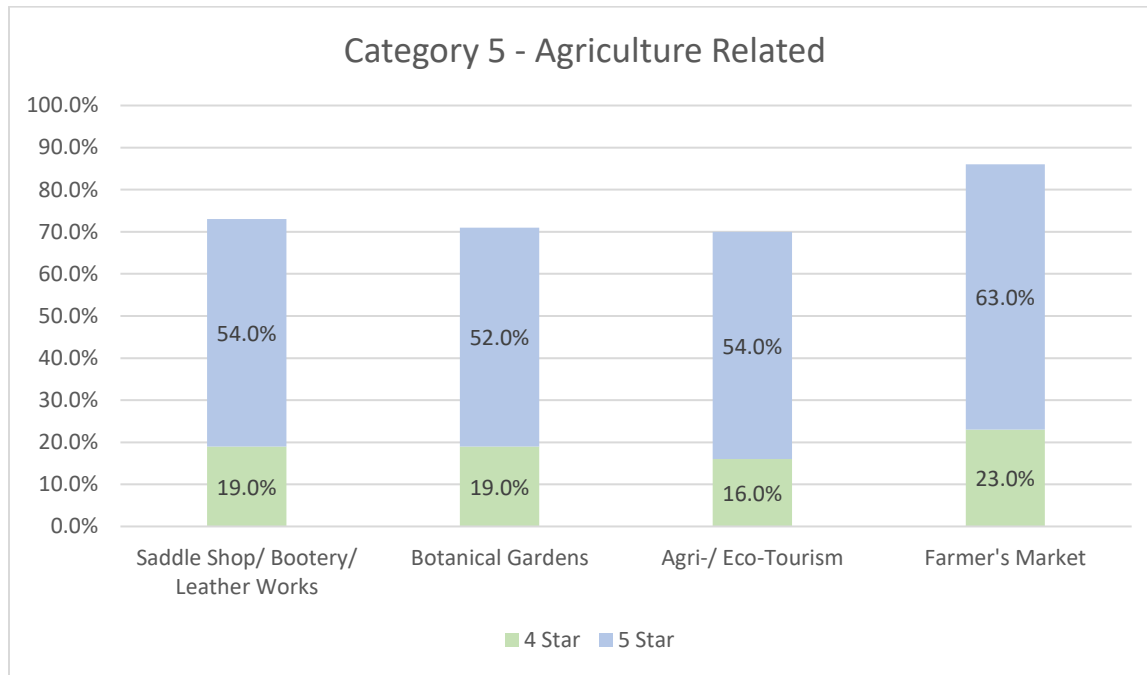


Figure 11. Respondents giving 4 or 5 stars to agriculture related uses on Southern Boulevard.

For Category 6 – Accommodations, respondents were generally less supportive of the ideas presented than in other areas, as seen in Figure 12. For all uses, positive scores ranged from 74% to 52%.

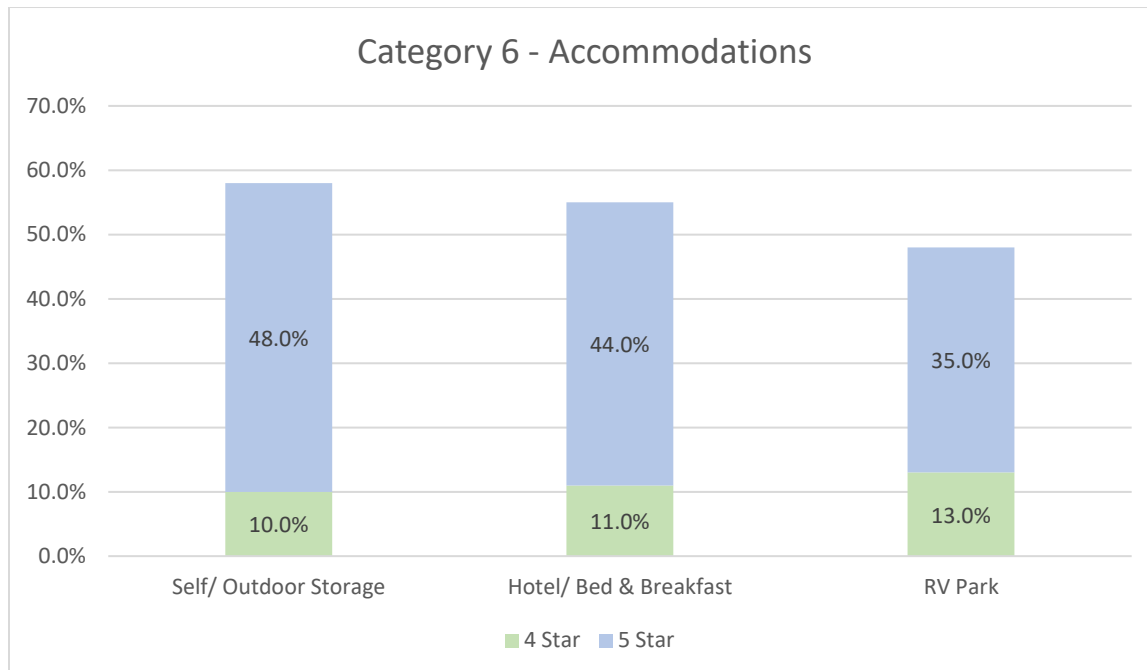


Figure 12. Respondents giving 4 or 5 stars to accommodation uses on Southern Boulevard.

You Are Cordially Invited
To Join Your Neighbors
at

COMMUNITY VISION WORKSHOP

Saturday, September 28, 2019

Hosted at Palm Beach State College Campus
from 8 am to 4 pm

15845 Southern Blvd.
Loxahatchee Groves, FL 33470

BREAKFAST AND LUNCH PROVIDED

Please let us know if you would like to include something in the
FREE "SWAG BAG" to represent your local business,
farm and/or other organization.

RSVP by September 24th, 2019

PLEASE REGISTER BY EMAIL TO
jlopez@loxahatcheegrovesfl.gov

If any questions call #561-807-6675
www.loxahatcheegrovesfl.gov

VISION WORKSHOP

September 28, 2019

Town of Loxahatchee Groves, Florida



AGENDA

Resident/Landowner/Council

Welcome and Introductions

Purpose of the Workshop

SWOT Results

Issues Roundtables

Public Comment (3 minutes per speaker)

Council

Discuss Achievable Priorities

Identify Timelines

Discuss How to Pay for Priorities

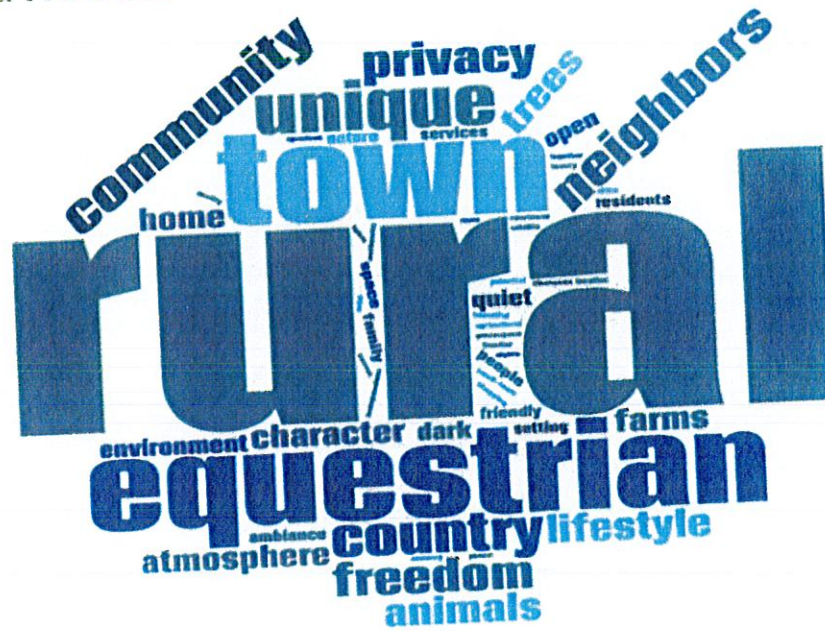
Why are we here today?

- Hear about the SWOT survey results
- Discuss key issues
- Identify a path forward
- Develop a reasonable timeline
- Discuss funding options

How can you contribute?

- Participate in roundtable discussions
- Listen to understand
- Acknowledge the past, but look to the future
- Provide relevant public comment (optional)

What do you love most about the Town?



If you could change one thing right away, what would that be?

- 1 Improve roads (36)
- 2 Control commercial development (11)
- 3 Reverse incorporation (5)
- 4 Increase speed limits on Okeechobee Blvd (4)

Strengths

Theme	Frequency
Zoning/large lots/low density/land use	31
Residents/People/Neighbors	27
Rural/Country feel	21
Council/Mayor	16
Location/convenience (tied)	12
Animals/Equestrian (tied)	12

Opportunities

Theme	Frequency
Smart/strategic commercial development	21
Maintain lifestyle/rural character	14
Leverage agriculture/agritourism	12
Nothing/no idea	11
Road improvements/funding (\$8m)	10

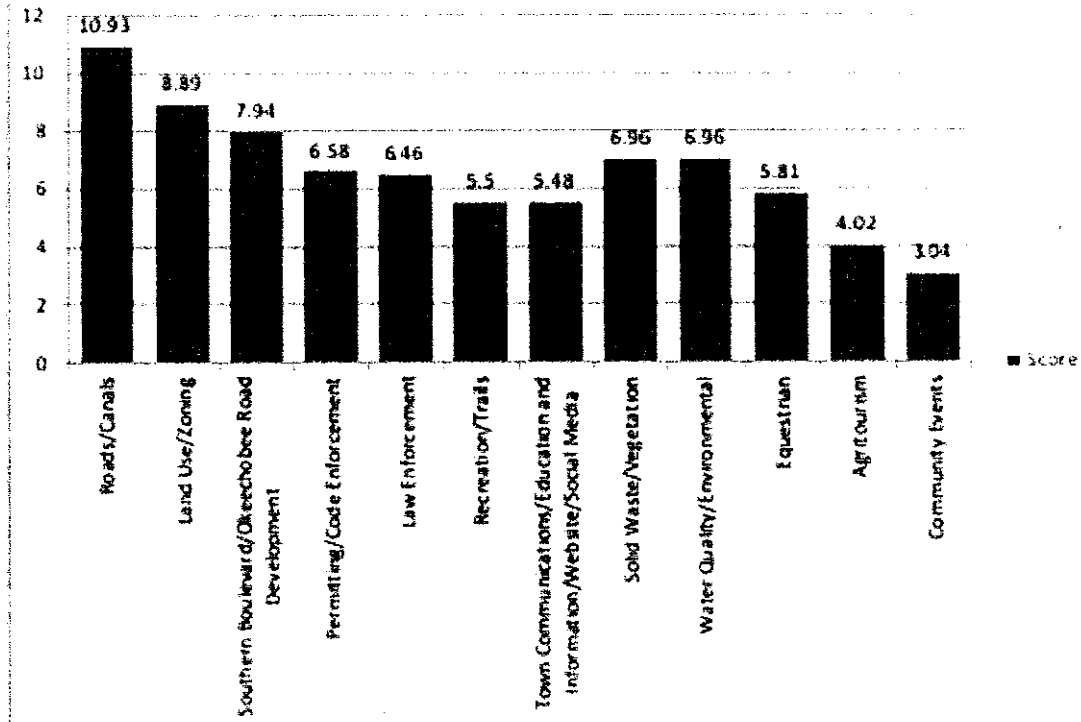
Weaknesses

Theme	Frequency
Poor roads/drainage	40
Lack of funds/weak tax base	30
Divisiveness/infighting/lack of community	18
Lack of code enforcement	17
Poor decisions/poor management	13

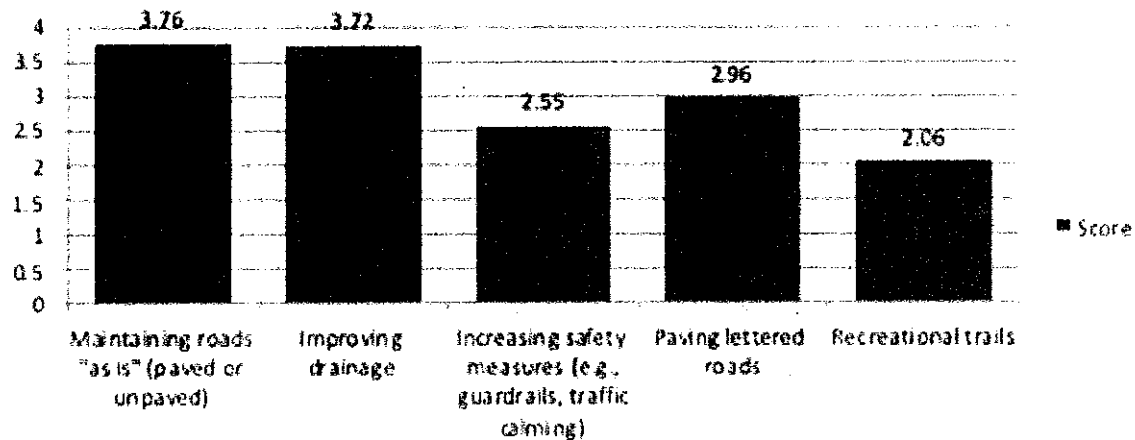
Threats

Theme	Frequency
Developers/Commercial overdevelopment/lot size	51
Increasing traffic/cut-through/widening	16
Road/canal maintenance	15
Disagreement/politics	12
Outside influence (tied)	10
Special interests (tied)	10
Lack of funding (tied)	10

Please rank the following topical areas in importance to the community, with 1 being the highest and 12 being the lowest.



Please rank the following public infrastructure investments from most important ("1") to least ("5").

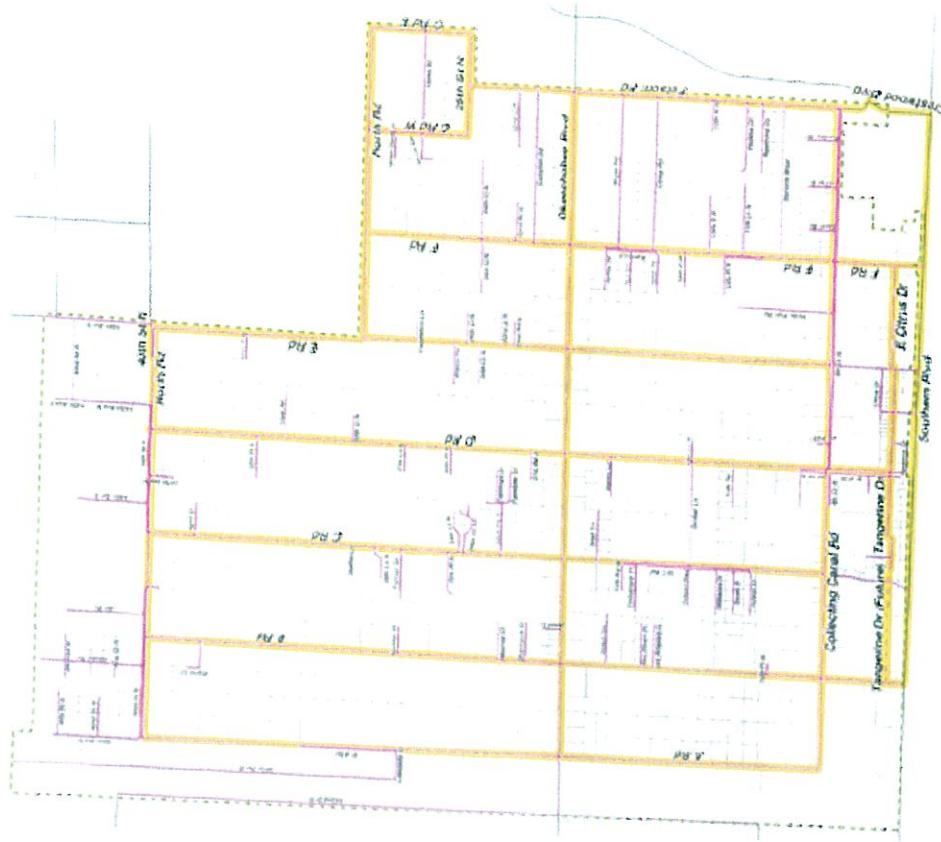


- There is strong agreement that road and canal maintenance should improve, but we need to define which ones
- There is divisiveness in the community, yet self-awareness among the survey respondents about this issue
- There is a sense that new leadership and management is an opportunity to move forward
- Some progress has been made, but there's a long way to go



**Are these the roads that
should be paved? Why not?**





RETGAC -
Recommendations
for service level 1
roads

**What kind of commercial
development would fit the
community?
What would not?**



**What else could we do to
foster or protect the Town's
identity, or brand?**





WHAT ARE WE GOING TO DO?



To: Mr. James Titcomb, Town Manager, Town of Loxahatchee Groves
 Ms. Francine Ramaglia, Assistant Town Manager, Town of Loxahatchee Groves
From: Kevin Knutson, Vice President, Envisio Solutions, Inc.
Date: October 24, 2019
Subject: Results of the September 28, 2019 Resident Workshop (*Draft Report*)

Envisio assisted the Town of Loxahatchee Groves in preparing for and conducting a visioning workshop with Town residents and the Town Council with the goal of identifying specific priorities that staff should focus on in the short term.

The workshop was held on September 28, 2019, with as many as 200 residents in attendance at various times throughout the day. In an effort to identify specific ideas from the residents (including Council members) who participated, the results of the recent strengths-weaknesses-opportunities-threats (SWOT) survey were shared and residents worked in small groups to identify priority roads, types of commercial development appropriate for the town, and “big ideas” that could be transformational to the Town. The Council then had a discussion of their priorities. The report below summarizes the results of those discussions.

Resident Visioning Exercises

Participants sat at tables with between four to eight people and engaged in directed conversations around key issues identified in the SWOT survey, including roads and commercial development. Each group discussed three questions and reported out to the entire audience, sharing specific ideas and concerns that each group had identified.

Road Grid

The first discussion centered around a map that had been developed by the Roadways, Equestrian, Trails & Greenway Advisory Committee that identified the priority roads throughout the Town. The map was created to serve as a basis for a comprehensive maintenance plan for the Town.

The term “priority road” was meant to indicate those roads that served as points of access for Town residents and comprise the grid that should be included in an ongoing maintenance plan to ensure that they are in good condition.

The small discussion groups reviewed the proposed grid map, discussed what had been included or excluded, and made summaries of individual comments. A group spokesperson then reported out to all workshop participants about the outcomes of their small group discussion.

There was a general consensus that the proposed map was appropriate and complete, with most of the comments aimed at suggesting that the roadway plan anticipate that different roads may need to be maintained at different levels, that some roads may need to be paved that are currently unpaved, and that the language used to describe these roads should be carefully considered, given the technical definitions of words like “collector road.”

Commercial Development

The next exercise was to answer a two-part question: “What kind of commercial development would fit the community?” and “What would not?” The idea was to get more feedback on residents’ opinions around commercial development, which had been prominent in the SWOT survey.

The things that participants thought would fit included a host of agriculture-related services, recreational opportunities, and other concepts in keeping with the theme of a rural community. For a full list, please see the attached results from the workshop. A few key concepts that came up included:

- Farm-to-table restaurants, shops and markets
- “Mom & Pop” businesses, such as restaurants, bakeries, gift shops, and services
- Recreation and entertainment amenities, such as a community center, gun range or movie theater
- Equestrian-related services and amenities

Things that wouldn’t fit the community included:

- Big-box stores
- Strip malls
- Heavy industry
- Auto dealers
- Adult-only entertainment, stores or bars

Big Ideas

Given the strong themes running through the SWOT survey echoing earlier planning efforts in 2008 and 1998 emphasizing the rural nature of the community, we asked participants “What else could we do to foster or protect the Town’s identity, or brand?”

A number of ideas were offered, mostly centered around a couple of themes:

- Emphasizing the rural quality of the town
- Promoting agritourism and farm-to-table services
- Adding equestrian amenities
- Strengthening the code

The Council and staff can use the full list of ideas as they are creating strategies for communications and development moving forward.

Council Priorities

Once the group participation exercises were complete, the Council came together as a body to discuss what they had learned through the survey and workshop, set priorities for the near term, and provide staff with some specific ideas around tools and approaches that would be beneficial to their decision-making process.

Observations

Some of the key takeaways for council members included the ideas that future development should be directed towards projects that reflected the rural nature of the community, that there was an appetite for locally-oriented services (particularly around agriculture), and that now was the time to start resolving some of these long-standing issues.

With those thoughts in mind, the Council then identified the key priorities for the next few years, understanding that funding would be a key driver in the timing and sequence of changes.

Town Priorities and Tools

After discussing what they had heard in the workshop, learned through the SWOT survey, and had gathered from their time serving on the Council, three key issues kept rising to the top—infrastructure, communications, and codes. The three priority areas are further broken down into strategies or tools that will help support achievement of the priorities.

1. Roads, Canals, & Drainage
 - a. Create a grid to define priority roads
 - b. Establish a long-range financial forecast to determine available funding
 - c. Develop and deploy a maintenance program based on funding
2. Communications & Branding
 - a. Develop key messages that support the Town brand
 - b. Create and execute a strategic communications plan

- c. Provide official communications vehicles for resident use
- 3. Relevant Commercial Development
 - a. Update and modernize Town land development regulations
 - b. Create a long-range plan for economic development
 - c. Develop a plan for annexations

The next step will be for staff to come back with actions and timelines to implement the tools identified under each priority. Because one of the tools (1b) is a long-range financial forecast, the funding and economic impact of each will not be known at first, so will be added later. The forecast will inform budget discussions and may impact timelines for rolling out the various implementation plans.

Attachment A: Visioning Workshop Results

The first part of the workshop on September 28, 2019 engaged residents in small group discussions. Responses were shared with the entire group and captured on sticky notes that were collected by Town staff. The bullet items below reflect the content of the sticky notes, rather than what was reported out in the session. (Some have been edited for clarity.)

What kind of commercial development would fit the community?

- Coffee hangout lunch breakfast
- Coffee shop/bookstore
- Fitness center
- Okeechobee at F Road or B Road roundabouts
- Keep Okeechobee Blvd 30 MPH
- Roundabouts on Okeechobee exits
- More restaurant options
- Self-storage on Southern
- Pool/go-kart track/arcade for kids
- Auto repair shop
- Town center, coffee shop, equestrian shops, farm-fresh produce
- Hospital, low-impact income feed store, equestrian area, office space
- Boutique hotel on Southern
- Gun range
- Farm-to-table restaurants
- Farmer Market
- Town Center movies, concerts, art shows
- Area park/public events
- Farm/neighborhood fresh produce
- Public storage
- Hotel/RV park (non residential)
- Botanical Gardens
- Small gun store with indoor shooting range
- Country-style restaurant
- Town Center/farmers market
- Re-annexation or released property
- Church/school/community public access with impact fee
- Agricultural businesses
- Town Historical Preservation and awareness
- Sources that fit rural footprint
- Antique store on Okeechobee

- Resort with clothes
- Ice cream on Okeechobee
- Mom 'n Pop stores on Okeechobee
- Bakery (Okeechobee)
- Car wash/truck wash
- Multi-purpose arena (venue)
- Adult gym/fitness (Okeechobee/SR 80)
- Youth recreation center (Okeechobee/SR 80)
- Seasonal RV/campground on Southern
- Butcher shop (Okeechobee/SR 80)
- Outdoor storage for large vehicles/boats
- Eco-tourism (Okeechobee)
- Saddle shop (Okeechobee/SR 80)
- Hair, nails, vet, pet grooming (Okeechobee/SR 80)
- Senior living facility
- Non-Franchise eatery—senior living care zero lots
- B&B Rural theme
- Bootery leather works (Equestrian)
- Office space/YMCA
- Art gallery/Loxahatchee Hall of Fame History (Okeechobee/SR 80)
- Dinner movie theater diner
- Mom 'n Pop stores specialty bus stops
- Lite Mom 'n Pop stores on Okeechobee Blvd.
- 161 Terrace North Level 1 Designation/45 Properties pay for a road
- Annex Hospital medical center/build it up when it is new
- Botanical Garden (Mounts) and Education center specialty growers (theme), showcase local business event pavilion
- Medium on Southern Blvd.
- Real restaurant, farm-to-table, microbrewery, on Okeechobee Blvd.
- Facility
- Equestrian things
- Community swimming pool
- Annex Hospital/Southern/Folsom/Crestwood corridor
- Driving range building

What kind of commercial development would not fit the community?

- No gas stations
- No big box anything
- Fix non-compliant businesses

- Strip mall/assisted living
- Vehicle car dealerships
- Split y/n restaurant
- Adult entertainment
- Large industrial complexes
- Low income housing
- Chemical disposal
- Moratorium on non-profits
- No auto dealers—repair shop /no hotels/no motels
- Agricultural that is commercial
- Medical
- Fast food
- Chains
- Nonprofit
- No more strip centers
- No high-traffic impact
- No 18- wheeler accommodation
- No repository or transfer
- Storage units
- No crematories (animal or human)
- No new expansion units or large lots
- Industrial heavy machine related-Southern (Okeechobee)
- Bars and strip clubs
- No additional commercial on Okeechobee period
- No manure exchange center
- No car dealerships, X-rated stores, trailer parks, bars
- Chemical camp transfer station and disposal
- Industrial and commercial high impact
- Cash a check store

What else could we do to foster or protect the Town's identity, or brand? (Big Ideas)

- Protect tree canopy
- Create land pressures
- Put recommended signs for speed on dirt roads (know how to drive on them)
- Equestrian facilities/trails/paved roads
- City Water/no power = no water
- New arrival packet
- Road representation program
- Town scavenger hunt

- Stop clear cutting
- Connect multi-purpose trails
- Get walking/ riding trails in place
- Agricultural/residential (Community have Loxahatchee days on town Anniversary)
- Code enforcement proactive
- Eliminate illegal businesses
- Mission statement, advertise, ad here
- Stick to neighborhood plan
- Brand agricultural and equestrian
- Brand rural living
- Brand/require rural design standards/require impact fee
- Create overlays
- Agri-tourism
- Close forever the Sunshine Gardens connector lane to the acreage (if the town has the legal right to do so)
- Nature learning event
- Loxahatchee Groves where rural happens
- Collecting canal should be one-way either side
- Put the canals back to correct depth/width and placement
- Push for the “new commercial” to be a planned protect in the manner of an olde time main street, connected to bike/walk/horse trails/“greenways”
- Sidewalks, cafés, coffee shops barber stops-salon, ice cream parlor, truck stop (i.e. 1950)
- Protect/stop cut-through traffic
- Make horse trails on the West side of canals
- Protect/FAR architectural design. Sign = rural fee
- Protect agricultural residential
- First image is important/trash pieces along road/over-grow vegetation/workers on roadways
- Protect/love it and leave it alone
- Loxahatchee Groves, Palm Beach Country’s last frontier
- Living the country and loving it
- Get neighborhood plan PDF available to all
- Convert Loxahatchee Groves park to equestrian uses (public)
- No dividing parcels
- Don’t understand the need for brand
- Better code enforcement of existing laws
- Promote agri-equestrian community/trails connecting
- Citizen recognition program

- Agricultural/residential community
- Agricultural parade on July 4th
- Get rid of town Facebook group, separate our town
- Get a new Facebook page that celebrates our town/animal events
- Animals/birds/equestrian one of the last communities
- Agricultural/residential, Keep 5 acres buildable, no sub-division
- Please change the 30 mph speed on Okeechobee to 40 mph
- Agri-tourism, promote more B12
- Town horse rides, picnics/clinics/parades
- Diversified/agricultural/nurseries/equestrian
- Make nurseries and crops grown here than anywhere

After the resident workshop concluded, Council met to discuss strategic priorities. The first question asked was, "What did you hear today?" (During the resident portion.) We then had a discussion about what the priorities should be and what tools would help them execute strategy.

Council Observations and Priorities

- "Neighborhood/ Community"
- Roads/canals/trails
- Funding (Priorities 1st)
- Annexation (Hospital to Crestwood), 38 properties West (comm'l + 5 acres only)
- Equestrian trailer parking
- Community center (5 to 10 years)
- Reconsider commercial uses and where (what v. where)
- Common ground
- "Act as one" Mindset
- Take control or development/\$ impact
- Local-oriented services (Mom and Pop)
- Take advantage of possible recession
- Reconsider financing options (Larger single issue/FLC)
- Passionate
- Time to resolve long-standing issues
- Communications (website, newsletter, social media, consistent contact)
- Zoning compliance
- Park/connectivity
- Equestrian Facilities/arena
- Keep agriculture strong

Priorities (1-3 years)

- Roads/canals/drainage (life safety)

- Communications to public/branding
- Control of development
- Codes/overlays
- \$ Impact/recover \$
- What/where
- Recreation and equestrian

Tools

- Financial model
- Specific plans for each priority
- Identify resources and best products/methods (i.e., dust control, water truck lease v. purchase)
- Systematic approach
- Next steps—weeks, months, years



August 6, 2019

Mr. Jamie Titcomb
 Town Manager
 Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, Florida 33470

Dear Mr. Titcomb:

Thank you for your time yesterday in discussing the potential for developing a strategic plan for the Town of Loxahatchee Groves. Gaining some clarity on the long-range goals and aligning operations with intended outcomes will improve overall operations and increase the likelihood of achieving desired community outcomes. This letter will outline a process that I believe will work well to meet the organization's needs, while remaining simple enough to blend in with existing management systems (e.g., budget, agenda, operations).

The overall process for developing a strategic plan are relatively straightforward and should be consciously aligned with the Town's budget process. Key steps include a resident input and data gathering exercise, development of long-range goals, and identification of short-term actions that will be undertaken to make progress toward the long-range goals.

Here's an outline that fleshes out the phases and tasks associated:

- A. Resident Input and Data Gathering
 - a. Obtain resident input (town hall meetings, surveys, etc.)
 - b. Perform environmental scan (service demand, legislative, demographic, and technology impacts anticipated)
 - c. Conduct staff and Council SWOT exercise
 - d. Identify strategic elements in other Town plans
 - e. Analyze and summarize results
 - f. Issue a report to Council
- B. Plan Development (Council)
 - a. Meet individually with Council members (understanding process and outcomes, gather initial ideas)
 - b. Gather Council feedback on vision, mission, values, and issues (in worksheets)
 - c. Facilitate workshop to identify vision, values, long-range goals/priorities, and near-term strategies (that define success for the goals/priorities)
 - d. Summarize results of workshop and present to Council for adoption

C. Action Planning (Staff)

- a. Identify appropriate Key Performance Indicators that provide measurable results for each near-term strategy
- b. Generate potential actions to achieve the KPIs and make progress on strategies
- c. Determine feasibility of actions and incorporate into budget
- d. Select actions and share with Council for feedback
- e. Improve action plan based on Council feedback
- f. Adopt action plan

D. Strategy Execution

- a. Monitor plan execution at department level
- b. Report on plan progress and KPIs monthly to Town Manager
- c. Report on plan progress and KPIs quarterly to Town Council
- d. Communicate plan progress (tell your story) to the public (Town communication channels, dashboards)
- e. Update plan biannually (new issues, disruptions, change actions, "Are we on track?")
- f. Refresh plan annually (new actions, review outcomes, "Do we need to change direction?")
- g. Replan every five years (entire process)

Typically, the first three phases take about 90 days, but we can simplify it to meet any deadlines you may have in the near future.

Let me know if there are any changes that you would suggest, but in the meantime, I will develop a proposal to assist with some of the key elements, such as facilitation of the Council workshop.

Again, I appreciate the opportunity to propose this approach to the Town and look forward to answering any questions you may have. Please feel free to contact me in my office at (604) 256-7053/kknutson@envisio.com or directly on my cell phone at (604) 404-9270.

Sincerely,



Kevin Knutson
Vice President of Customer Success

STRATEGY EXECUTION

January 7, 2020

Town of Loxahatchee Groves



Purpose of strategic planning

Improve stakeholder outcomes

- Gain consensus around **long-term goals**
- Engage stakeholders and the Town in a **shared vision**
- Prioritize competing needs for scarce resources
- Understand and **address stakeholder needs**
- Establish expectations between the Board and staff
- Promote **buy-in** into changes needed to improve
- Provide a way to say “no”
- Tell your story, demonstrating transparency and accountability
- **Build trust** between the organization and stakeholders

Our progress to date

- Gathered resident input at Vision Workshop on September 28th
- Gained consensus around **long-term goals**
- Identified short- and long-term actions to support goals
- Sought feedback from the Roadways, Equestrian, Trails & Greenway Advisory Committee

Next steps

- Identify top 3 to 5 “must-dos” for the Town
- Direct staff to develop timeline and action plans
- Review and adopt timeline and action plans
- Implement and monitor actions
- Report on outcomes



Best practices for strategy execution

Setting yourself up for success

- ✓ Include stakeholders in the strategy development process
- ✓ Set clear goals
- Identify actions with specific timelines and defined outcomes
- Develop a cadence of reports and check-ins and have the discipline to keep to it
- Change course when necessary



When building actions...



Build out actions that need to happen in the next year to start seeing results



Make sure they are discrete and measurable with clear completion criteria to show progress of the strategic plan



Anticipate roadblocks in order to ensure they get addressed



Have conversations about resource planning and time allocation



Create a reporting framework



Thinking of Reports

When do you need reports and what types?

- Annual performance reports
- Quarterly Council update reports
- Regular staff leadership meetings

What kind of information is needed in the reports?

- Progress to-date on tasks
- Status of timeline, milestones, and projected completion
- Task lists within milestones allows project management without reporting on the granular activities



Summary of Visioning Session Goals & Comments re Priorities February 2020

Item 10.

Themes

- Common ground
- “Act as one” Mindset
- “Neighborhood/ Community”
- Time to resolve long-standing issues
- Plan like a town, not a special enclave. Just like a house, the ink on your closing docs isn’t dry and your home-owner maintenance schedule has started. Same thing with a Town and roads, and drainage, and hedging and OGEM repair.

Recap of Goals, Activities & Other Comments

Roads, Canals, & Drainage		
<i>Visioning Goal</i>	<i>Activity to Date</i>	<i>Comments</i>
• Develop a plan for improving & maintaining roads, canals & drainage—including a grid to define priority roads	– Preliminary grid and levels of service proposed by RETGAC/Joint Committee – Reviewing segment characteristics (paved/unpaved, traffic calming) – Creating signage plan and cross-sections (North B) – Considering speed limit changes and other traffic calming – Legislative appropriations – TPA grants	Roads, Trails & Equestrian Uses – Protect/ stop cut-through traffic – Put recommended signs for speed dirt roads (know how to drive on them) – Please change the 30 mph speed on Okeechobee to 40 mph – Road representation program – Close- forever the Sunshine Gardens connector lane to the acreage (if the town has the legal right to do so) – Collecting canal should be one-way either side – Next capital project from Council is D Road base/top dress. D also needs to be restored to 2014 survey map dimensions since nothing after that was properly recorded or documented with the county. – Finish B Road, Finish North E. Then D Road. If we have enough rock and soft-cost money to do all that by Sept 30, 2020, we’ve done well. – Smaller dead-end residential roads like San Diego, Los Angeles, Raymond should have surface like F Road by Town Hall and be maintained like Compton or Marcella. Grading smaller dirt roads is more of a resource waster than a gain. Surface them and be done. – Road Improvements (paving). Budget to Pave OGEM roads and roads owners

Summary of Visioning Session Goals & Comments re Priorities February 2020

Item 10.

		agree to pay 50%. Bond for OGEM and letter roads. Budget \$50k each year to match smaller 50/50 road improvements like San Diego Drive. Trail bridges. Install 3 Equestrian/Multi use trail bridges to connect perimeter trails and north/south trails. 1. Over Collecting Canal at E Rd similar to what is going to be installed at C Rd by the developer to connect North/south E Rd trail. 2. Over A Rd canal just South of Collecting Canal to connect to perimeter trail. 3. Over G2 Canal at East end of South North Rd to connect to perimeter trail. Connect multi-purpose trails Make Horse Trails on West side of Canals Get walking/ riding trails in place Equestrian Facilities/ trails/ paved roads Convert Loxahatchee Groves park to Equestrian uses (public)
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Summary of Visioning Session Goals & Comments re Priorities February 2020

Item 10.

Roads, Canals, & Drainage		
<i>Visioning Goal</i>	<i>Activity to Date</i>	<i>Comments</i>
Develop a plan for improving & maintaining roads, canals & drainage	- Various maintenance - RETGAC/Joint Committee	Canals & Drainage - Canals & Drainage - Canal conditions and Drainage are intimately connected and should be considered to be joint projects. Without proper drainage, maintenance of roads is futile. Some ideas about the future of some major projects: - Install proper drainage infrastructure (catch basins) on the east side of lettered roads, including a continuous underground pipe running parallel to the lettered road connected to the canal via a perpendicular culvert at the north end of each lettered road. This could be done strategically section by section so as to reduce traffic issues for residents. While this would be a huge project and very expensive, it seems it would be a long term investment for the future maintenance and success of the Town. - Dredge canals and use the dredged sediment (if the sediment is up to standard) to build up canal banks. Sod the banks. - The above would require preliminary studies conducted by civil engineers and perhaps other experts to determine the most cost effective and efficient strategies to tackle the drainage issues. - Canal culvert replacement and head wall repairs. We should have a list of all culverts in the Town showing type, size, year installed and remaining life. 20 year program. - Culvert Replacements at Collecting Canal and "C", "D", and "D" Roads - Roadside drainage. Budget funds to continue installing swales with catch basins. Replace existing property drain culverts under roads with combination catch basins. 10 year program

Summary of Visioning Session Goals & Comments re Priorities February 2020

Item 10.

		- Canal cleaning and bank restoration 20 year program - Put the canals back to correct depth/width and placement - DRAINAGE comes first!!!! Culvert box program needs realistic costing for fence, shrub and tree removal/relocation. There also needs to be realistic options besides and providing an entire front easement for something that needs maybe 20-feet. - see major culvert repair take a forward slot AND LOOK TO OTHER VENDORS. I feel so many maintenance or repair projects aren't even entertained b/c they have scary, Tesla-level price tags. Shame on us for shopping where we can't afford. Culvert box program needs realistic costing for fence, shrub and tree removal/relocation - Gate Repairs at A and D Control Structures, Drainage Culvert Installations, Drainage Easements, Acquire Cross-Sections of Existing Canals, Develop Existing Conditions Hydraulic and Hydrological Conditions Model/ Study
Establish long-range financial forecast/determine available funding	Continuing discussions (dependent on Capital Plan and Comp Plan changes—work in progress)	- Fund Priorities 1st - Take advantage or possible recession - Reconsider financing options (Larger single issue/ FLC) - Delve into financing resources from FL League of Cities
Develop and deploy a maintenance program based on funding	- In progress - RETGAC/Joint Committee	Maintain/upgrade quality of road as agreed upon going forward, with consideration to appropriate materials and equestrian trail access.

Summary of Visioning Session Goals & Comments re Priorities February 2020

Item 10.

Communications & Branding		
<i>Visioning Goal</i>	<i>Activity to Date</i>	<i>Comments</i>
Develop key messages that support the Town brand	New Website	- Communications (website, Newsletter, Social Media, Constant Contact) - New arrival packet - Town scavenger hunt - Ag/ Res (have Loxahatchee days on town Anniversary) - Stick to neighborhood plan - Mission statement + advertise + ad here - Brand Ag + Equestrian/Rural living - Ag Tourism/ work with state of Rpa. - Nature + learning + event - Loxahatchee Groves where rural happens - First image is important/ Trash pieces along road/over-grow vegetation/ workers on roadways - Protect/ Love it and leave it alone - Loxahatchee Groves/ Palm Beach Country's last frontier - Living the country and loving it - Make neighborhood plan pdf available to all - Promote Argo Equestrian community/ Trails connecting - Citizen recognition program - Don't understand the need for brand - Ag Parade on July 4th - Get rid of town Facebook case-separate our town - Get a new Facebook page that celebrates our town/ Animal events - Animals/ Birds + Equestrian one of the last communities - Lots Agritourism- promote more B12 - Town horse rides+ picnics/ clinics/parades - Diversified/AG/ nurseries/ Equestrian - Make nurseries + crops grown here than anywhere
Create and execute a strategic communications plan	Newsletter, mailings	
Provide official communications vehicles for resident use	Facebook page coming soon	

Summary of Visioning Session Goals & Comments re Priorities February 2020

Item 10.

Relevant Commercial Development		
<i>Visioning Goal</i>	<i>Activity to Date</i>	<i>Comments</i>
Update and modernize Town land development regulations	Completing updates of sign code	- Zoning Compliance - Better code enforcement of existing laws/Proactive CODE Enforcement - Eliminate Illegal Businesses - Stop clear cutting - Equestrian trailer parking - Take control of development/ \$ impact - Annexation (Hospital to Crestwood) 38 properties West (comm'l + 5 acres only) - Reconsider comm'l uses and where (want v. where) - Keep Ag strong/ Protect Ag Res - Protect tree canopy - Create land pressures - Push for the "New Commercial" to be a planned protect in the manner of an olde time main street-connected to Bike/ Walk/ Horse Trails "Greenways" X-Large - Create overlays - Brand/ Req. rural design stds/ Req. impact fee for Wq./Rec Trl. - Protect/ FAR Arch. Design +sign = rural fee - Ag/Res- Keep 5 acres buildable-no sub division - Sidewalks, cafés, coffee steps barber stops-salon, ice cream parlor track stop (i.e. 1950) - Local oriented shops (Mom and Pop Ag) - No dividing Parcels - City Water/ No power= no water
Create a long-range plan for economic development	Upcoming public workshops in March pursuant to DEO grant re Okeechobee (classification of non-residential enterprise and existing uses) and Southern (desired uses and FAR)	
Develop a plan for annexations	Palms West properties and unincorporated areas west of Town	

Summary of Visioning Session Goals & Comments re Priorities February 2020

Other Facilities		
<i>Visioning Goal</i>	<i>Activity to Date</i>	<i>Comments</i>
Consider Other Facilities Needs	- In progress - RETGAC/Joint Committee	- Town Hall addition. We will need more square footage in the future for staff and hopefully a library room. - Public works pole barn replacement. - Purchase or receive for mitigation / donation land on Okeechobee and - Construct a new public works facility and community center/town hall. Sell public works land and town hall to help offset costs.



The following is a report on the Fiscal Year 2015-16 Annual Estimated Revenue and Appropriations for the Town of Loxahatchee Groves. This report is intended to provide an explanation on planned activities of the Town as they relate to the budget and what we believe will be the future budget process. The adopted budget is the Town Council's on-going implementation(s) of the Town's Strategic Plan Values. These values are used to guide the Town Council in its deliberations and prioritization of the proposed revenue and spending plan for the next fiscal year that ends September 30, 2016.

Strategic Plan Town of Loxahatchee Groves Values

The Town seeks to practice these values in its policy decisions and operational practices.

- **Limited government.**

Town government will be limited in terms of costs and services to the taxpayer while protecting individual rights.

- **Cooperation and respect for each other.**

By working together and seeking to avoid undue intrusion into each other's lives, we aim to keep the distinctive nature of the Groves.

- **Respect for history.**

Understanding the history of the Groves and the features that have drawn residents to the community will help continue its distinctive character into the future.

- **Respect for nature.**

By understanding the native ecosystem and how our actions can either protect or degrade it, we will work together to maintain and enhance our native landscapes.

- **Citizen involvement and volunteerism.**

To keep the above values, citizens must continue to be involved in the life of the community and volunteer to do the work that will keep and enhance the community.

2008

Town of
Loxahatchee
Groves

Dr. Herbert A. Marlowe, Jr

Item 10.



[STRATEGIC VISION & PLAN

July 1, 2008



Strategic Plan Town of Loxahatchee Groves

Vision for the Future of the Community

Loxahatchee Groves will continue to protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has great respect for lifestyle choices balanced with historical community needs. This is reflected in a cost effective, minimal government structure that strives to protect the environment and our quality of unique lifestyles.

Positioning Loxahatchee Groves to Achieve the Vision

Loxahatchee Groves is a unique community in the South Florida region. The core vision for its future is preservation of those features that make it a distinctive place to live, work, and play. How can the essence of the Groves be preserved as the surrounding areas change and as residents change?

For distinctive communities that do not want to be like the surrounding areas, what can it mean to suggest that the vision is to “preserve” the community? There are three possible overlapping definitions.

1. Definition 1: “Preserve” means keeping it just as it is. Colonial Williamsburg or other historical sites where the goal is to maintain the physical structures and lifestyles at a period in history best exemplify preservation in this sense. In this case to “preserve” is to keep something we have and to intentionally disallow substantive change.
2. Definition 2: “Preserve” means keeping certain distinctive community assets or uses as the community changes. This approach is shown by communities that have historic districts, waterfronts, or other features or uses that the community seeks to keep. Preserve in this sense also means keeping social features of a community such as community



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events that draw the community together or exhibit a special heritage or maintaining the sense of personalness and friendliness that are equated to a “small town” character.

3. Definition 3: “Preserve” means maintaining quality of experience. These often include safety, recreation, education, economic opportunity, and social interchange. Preserve in this case requires continuous change and improvement because quality is a changing standard. In this case in order to keep something we have to change.

All three definitions are applicable to Loxahatchee Groves. To preserve it in the future the basic land uses and density must be preserved as it is today as stated in definition one. To keep and improve the quality of experience, new features such as trails or nature preserves may need to be added so change will be required as stated in definition three. Finally as stated in definition two, some changes in past practice may be needed. This will include community-appropriate enforcement of environmental protection measures in order to maintain the natural setting everyone values.

The residents of Loxahatchee Groves clearly want to preserve the Groves as a rural residential/agricultural community in a beautiful natural setting. Such a community offers residents the freedom and privacy to pursue their business and personal interests while still having ready access to the economic and recreational opportunities of the greater region. By positioning itself as a rural oasis, the Groves is able to have the best of both worlds – a small town rural lifestyle with ready access to urban and regional amenities when desired.



Strategic Plan Town of Loxahatchee Groves

Values

The Town seeks to practice these values in its policy decisions and operational practices.

- Limited government.
Town government will be limited in terms of costs and services to the taxpayer while protecting individual rights.
- Cooperation and respect for each other.
By working together and seeking to avoid undue intrusion into each other's lives, we aim to keep the distinctive nature of the Groves.
- Respect for history.
Understanding the history of the Groves and the features that have drawn residents to the community will help continue its distinctive character into the future.
- Respect for nature.
By understanding the native ecosystem and how our actions can either protect or degrade it, we will work together to maintain and enhance our native landscapes.
- Citizen involvement and volunteerism.
To keep the above values, citizens must continue to be involved in the life of the community and volunteer to do the work that will keep and enhance the community.



Strategic Plan Town of Loxahatchee Groves

Goals

This plan seeks to achieve the following goals.

- Preserve historical features and rural nature
 - It is the intent of this plan that the rural residential nature of the Groves be preserved into the future by retaining Ag/Res zoning and the other features of the community that make it distinctive from the suburban development pattern common to South Florida.
- Protect individual freedoms
 - Historically Loxahatchee Groves has attracted persons desiring to pursue their unique interests and lifestyle. It is the intent of this plan to protect this tradition by balancing individual rights with respect for the rights of others through minimal governmental intervention.
- Encourage citizenship and personal accountability.
 - This plan recognizes that the distinctive nature of Loxahatchee Groves can only be maintained through the efforts of its citizens. Involving citizens in all phases of the Town's work will be a characteristic of the Town's government.
- Preserve and enhance natural environment.
 - The Groves has been able to maintain a tree canopy and other natural ecosystems that have been lost in other communities. It is the intent of this plan to promote the preservation, restoration and conservation of this ecosystem.
- Deflect and minimize pass through traffic.
 - The intent of this plan is to minimize pass through traffic by supporting the development of transportation corridors on the peripheries of the Groves and other communities so that no community is harmed by disruptive traffic.
- Practice cost effective, minimal government



Strategic Plan Town of Loxahatchee Groves

- It is the intent of this plan that Town government remains minimal, operating in a cost effective manner so as to prevent excessive growth of both ad valorem and non-advalorem taxes.
- Provide greater outdoor recreational opportunities
 - This Plan recognizes that many residents value the outdoors and want to be able to move about the community. Therefore this plan will seek to provide residents with greater opportunities to engage in outdoor recreation and enjoy linked Greenways and Trail ways.
- Allow for limited non-residential development along Southern Boulevard.
 - To minimize traffic impacts, non-residential uses will be considered south of Citrus Road East.

Strategies



Strategic Plan Town of Loxahatchee Groves

To achieve the above goals, the Town will use the following strategies.

- Traffic control and diversion.

To enable residents to move safely about the community, the Town shall work with other entities as needed, and will

- Utilize a variety of traffic control and diversion actions such as lower speed limits and greater traffic enforcement,
- Make access to Okeechobee and other major roads easier and safer,
- Discourage cut-through traffic.

- Environmental protection and preservation.

To protect the natural ecosystems of the community, the Town will engage in a variety of incentive and protection actions as well as create public-private partnerships to permanently protect the overall environment.

- Lifestyle protection.

A prime goal and strategy of this Plan is to protect the distinctive lifestyle that drew and continues to draw residents to Loxahatchee Groves. The Town will consider non-residential uses south of Collecting Canal with a buffer.

- Communication, regional cooperation and leadership.

The Town recognizes that achieving the goals of this plan will require communicating and working cooperatively with its residents and other stakeholders who can influence the success of the Plan.

- Cost Effective, minimal Government.

It is the intent of this Plan to achieve these goals through a minimal government operated in a highly cost effective manner. The core policies to fulfill this strategy are low taxes, reliance on cost recovery for services or for additional public amenities, contracted services and use of county agencies instead of building a Town work force. Another key element of this strategy is fostering a cooperative, cost-effective working relationship with other government entities.



Strategic Plan Town of Loxahatchee Groves

Principles that Preserve the Loxahatchee Groves' Lifestyle

Operating principles are guidelines for future decisions of the Town and provide a framework for action.

Principles

1. The Town's basic approach to code enforcement will be driven by complaints and not actively seek violations.
2. The first step of response to a code violation will be educational.
3. The Town will ensure there is a buffer between the non-residential uses and Citrus Road East.
4. The Town will seek to minimize traffic impacts on interior roads that are created by non-residential development (high priority).
5. The Town will design transitional zoning from greater to lesser residential density from Southern Boulevard to Citrus Road East.
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7. Non-residential uses on Southern Boulevard should have connectivity between the uses where feasible.
8. The Town will encourage the establishment of riding trails within the buffer area along the southern side of Citrus Road East.
9. Rural Vista standards will establish the Town's commercial architectural guidelines.
10. The Town will manage the cost of government in order to keep ad valorem and non-ad valorem taxes low and limit the role of government (high priority).
11. Proposed additional services are to be provided on a fee basis.
12. The Town will maintain the practice of providing services through contracted management as long as it is financially advantageous to the Town to do so.



Strategic Plan Town of Loxahatchee Groves

Principles defined the Loxahatchee Groves lifestyle can be understood by referencing the proclamation found in the Loxahatchee Groves Neighborhood Plan

"It might be said, in idealistic fashion, that government should be all good things to all good people. In the quest to achieve this most noble goal, the forefathers of this nation, listed certain "unalienable rights" in their Declaration of Independence. These included the rights of "LIFE, LIBERTY and the pursuit of HAPPINESS". These rights are considered by those of wisdom, to be one of the main foundation blocks of our society. It was also decided, that in certain circumstances, our individual rights must be curtailed when they unduly infringe upon the rights of others. For better or worse, it has been the trend in modern times, to define when, how and to what extent our individual rights should be curtailed in order to keep us from "infringing" on the rights of others. As our society grows more complex and congested, regulations restricting personal freedoms continue to grow. We have now reached a point in time when those who wish to enjoy the freedoms of our forefathers must find special places to go to if they are to enjoy these rights. Historically, in Palm Beach County, those who found the need or had the desire to live with these freedoms have found such a special place in Loxahatchee Groves.

In this rare and endangered place known as Loxahatchee Groves, we are free to pursue our dreams without worry that our actions will infringe upon our neighbors' rights. In this odd and precious niche, we pass the days with our doors unlocked, our keys in our cars and our children playing and fishing on our road sides. If due to an unexpected rainstorm, You must roll up your car windows in the middle of the night, you can run outside as you are without an intolerant neighbor reporting you for lewd and lascivious behavior. Most of us have raised families here, without ever giving a thought to the cautions that come hand in hand with urban sprawl. In these modern times, this is a condition that should be guarded; protected like any good thing that is in danger of extinction. Freedom is the heartbeat of our community. This is a heritage that should be protected for future generations.

Unfortunately, highly developed surrounding communities do not enjoy the same status. They, for better or worse, are headed in the direction of becoming "mega-suburbias". Although they have the land mass that is necessary to support this,



Strategic Plan Town of Loxahatchee Groves

they do not have the road systems that would permit the hoards of people to enter and exit their development. In order to alleviate this problem, they demand that

highways be carved through the heart of our community. They have no consideration for the fact that our dirt roads are what preserve our community's unique lifestyle. Destroying this community would destroy one of the lifestyles that Palm Beach County and the State of Florida were founded upon.

Whether it is our children or yours who choose to enjoy these freedoms, we must protect this last community that affords them. Historical significance should be considered in striving to protect the last "Florida Frontier Community". The old one-room school house that educated the children of the pioneers of this community has been moved to the Fair Grounds and turned into an exhibit. An exhibit that is intended to show future generations what life was like in "Old Florida". It is a remembrance of an extinct way of life. We pray that the wisdom of the Board of County Commissioners do not allow those who would over run us seal a similar fate for our community."

*Loxahatchee Groves Neighborhood Plan
June 4, 1996*

Business Plan Town of Loxahatchee Groves

May 31, 2008

To implement the strategic plan, the Town will develop an implementation schedule for the specific actions and will adhere to stated principles as delineated below.

Strategic Focus Area: Land Uses, Codes and Code Enforcement

Actions

The Town will:

1. Review Agriculture/Residential category during the creation of the Unified Land Development Code to further define accessory uses while recognizing the protections provided in the Right to Farm Act and minimize adverse impacts on neighboring properties including the use of Best Management Practices where available.
2. Protect native ecosystems.
3. Use codes and regulations to prevent clear cutting of native canopy trees.
4. Use codes and regulations to protect water quality and address point pollution sources.
5. Adopt existing and then modify codes and polices from Palm Beach County's Department of Environmental Resource Management.
6. Develop codes to reduce or prevent photic (light) pollution.
7. Develop codes to control impacts from and prevent the proliferation of cell towers.
8. Create codes allowing diverse low impact home-based businesses.
9. Establish codes to regulate uses that create large scale places of assembly.
10. Develop land development codes that define, regulate and/or offset expenses associated with "industrial agriculture".
11. Update codes to address signage.

Business Plan
Town of Loxahatchee Groves
May 31, 2008

Strategic Focus Area: Roadways

Actions

The Town will:

1. Actively support the development of traffic corridors such as Southern Boulevard; Seminole/Pratt-Whitney Road, Northlake Boulevard and Roebuck Road that would divert traffic from Okeechobee Boulevard;
2. Formulate a master transportation plan that would offer some form of traffic control on Okeechobee Boulevard;
3. Seek a lower speed limit and arrange for reasonable enforcement on Okeechobee Boulevard;
4. In collaboration with the Loxahatchee Groves Water Control District, develop a master plan for all town road improvements that would analyze impacts of paving\OGEM stabilization before other roads are completed;
5. Lower the speed limits on alphabet roads to 25 mph;
6. Arrange for stronger enforcement of speed limits on all roads within the Town;
7. Investigate additional mechanisms to limit cut-through traffic;
8. Take all necessary steps to remove the extension of Okeechobee Blvd to "Twenty-Mile Bend" on Southern Boulevard from the Palm Beach County Thoroughfare Identification Map.

Business Plan Town of Loxahatchee Groves

May 31, 2008

Strategic Focus Area: Development South of Collecting Canal

Actions

The Town will:

1. Examine a special taxing district for non-residential uses south of Collecting Canal;
2. Design transitional zoning moving from greater to lesser residential density from Southern Boulevard to Collecting Canal;
3. Endorse a substantial equestrian facility along the Southern Boulevard Corridor;
4. Consider extension of Tangerine from the equivalent of 161st to E Road.

Strategic Focus Area: Community design and look

Actions

The Town will:

1. Require substantive landscaping in non-residential areas appropriate to the locale;
2. Support development of a volunteer cleanup effort.

Business Plan Town of Loxahatchee Groves

May 31, 2008

Strategic Focus Area: Protecting the natural environment

Actions

The Town will:

1. Investigate a land use category to recognize land dedicated to conservation and provide a tax valuation appropriate to that use;
2. Encourage use of Best Management Practices (BMPs) where available;
3. Encourage buffering mechanisms to promote and enhance the rural natural environment;
4. Coordinate with private sector leadership for the creation of a conservation land trust that benefits the public;
5. Create mechanisms to assist property owners in environmental pollution education, prevention and, if needed, mechanisms to assist with clean up;
6. Assist with the creation of a tree planting/reforestation program;
7. Examine feasibility of tree planting programs along canals in accordance with Transportation Master Plan to be developed;
8. Institute a policy directing environmental mitigation to benefit the Town with a preference for on-site restoration.

Strategic Focus Areas: Developing community amenities

Actions

The Town will:

1. Produce a plan for greenways.(high priority);
2. Support development of public and private equestrian facilities.

Business Plan
Town of Loxahatchee Groves
May 31, 2008

Strategic Focus Area: Governmental functions

Actions

The Town will:

1. Hold joint workshop(s) no later July 31st, 2008 with the Loxahatchee Groves Water Control District to discuss and clarify roles and authorities, how to work collaboratively on projects and how to minimize costs to the citizens;
2. Determine if a fee can be placed on heavy trucks for use of roadways;
3. Work with the Loxahatchee Groves Water Control District on developing a storm water management strategy.

2008

Town of Loxahatchee Groves

Dr. Herbert A. Marlowe, Jr



[STRATEGIC VISION & PLAN

July 1, 2008



Strategic Plan Town of Loxahatchee Groves

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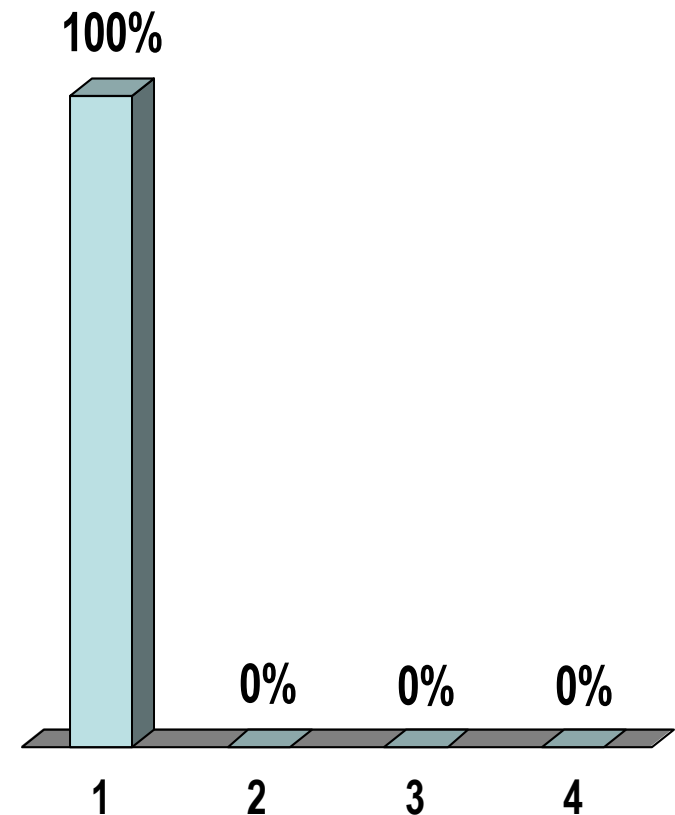
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*Loxahatchee Groves Neighborhood Plan
June 4, 1996*

Strategic Choices Poll:
Commercial Development
South of connecting canal
Town of Loxahatchee Groves

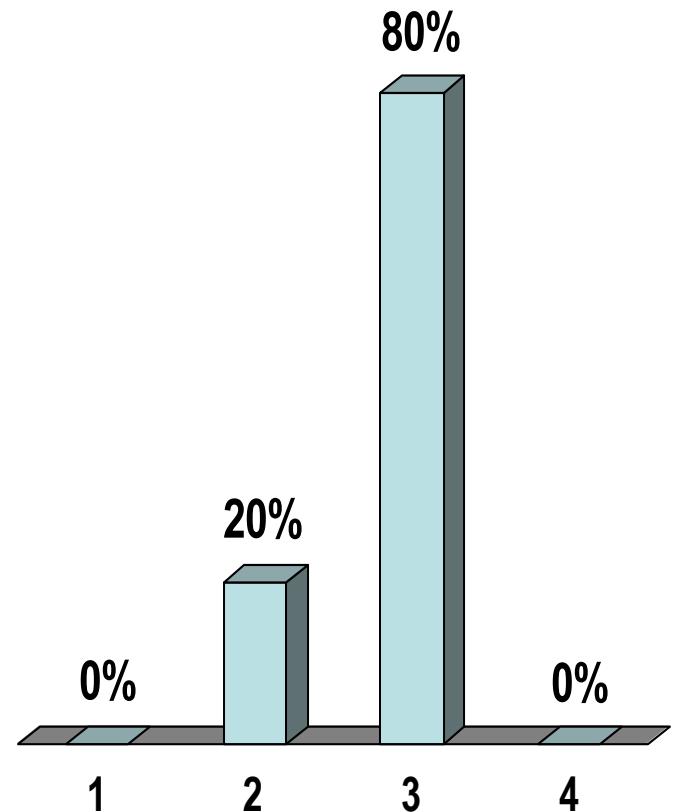
The Town should ensure there is a buffer between the commercial/institutional uses and Collecting Canal.

1. High priority
2. Endorse
3. No
4. Table



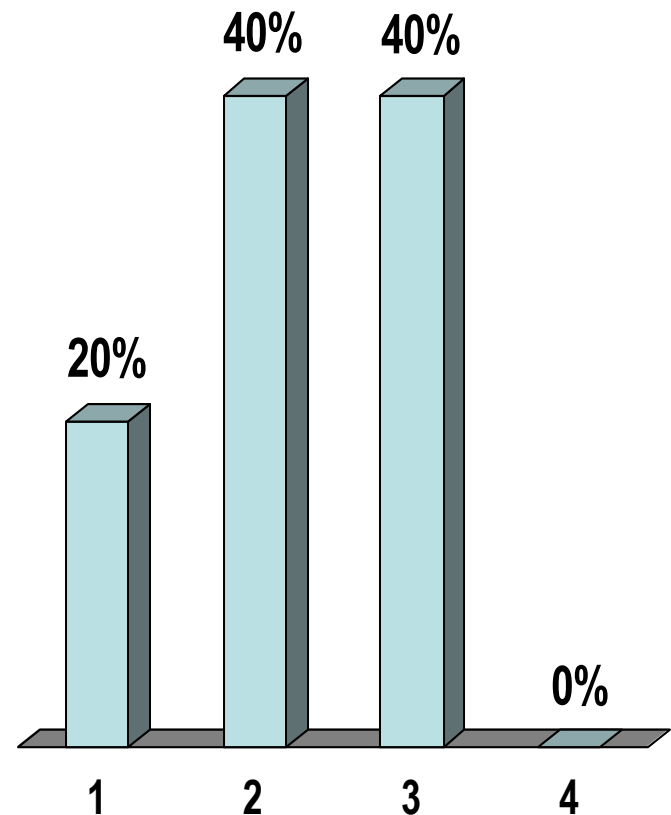
The Town should zone the entire stretch of land along S. 80 for commercial, institutional or public purposes. Item 10.

1. High priority
2. Endorse
3. No
4. Table



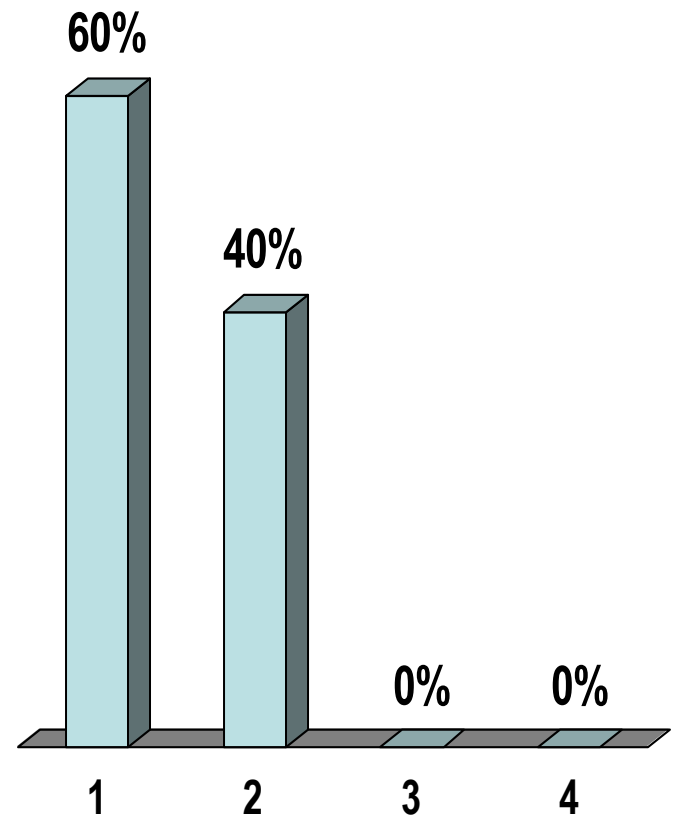
Commercial uses should be restricted to between C and E.

1. High priority
2. Endorse
3. No
4. Table



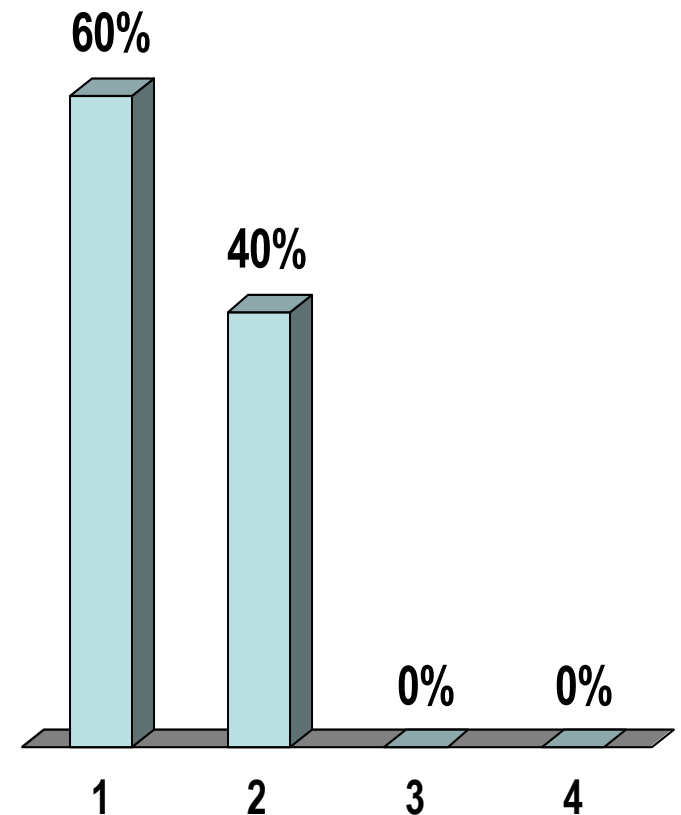
Commercial and institutional uses on SR 80 should have connectivity between the uses. Item 10.

1. High priority
2. Endorse
3. No
4. Table



The Town should seek to orientation of new commercial and institutional uses North

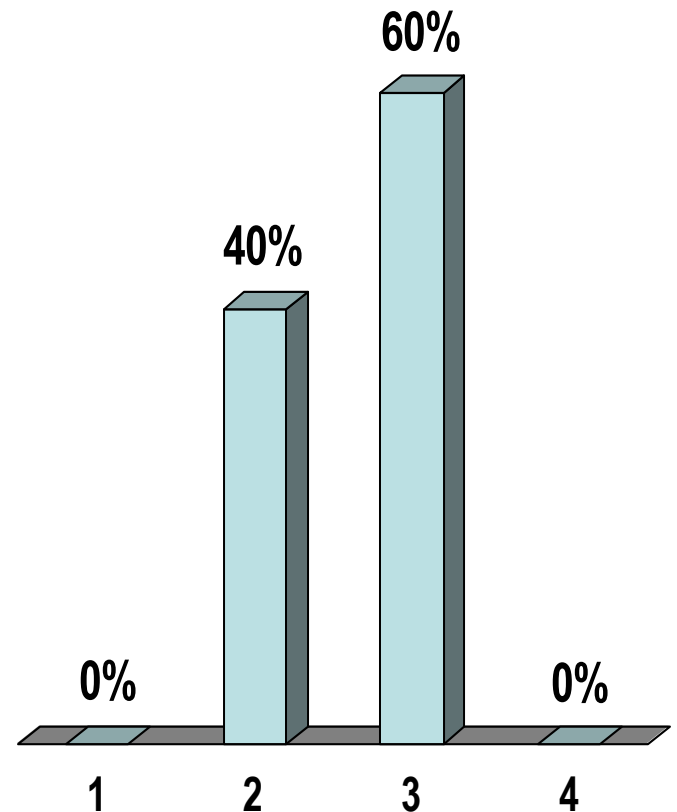
1. High priority
2. Endorse
3. No
4. Table



A town center should be developed.

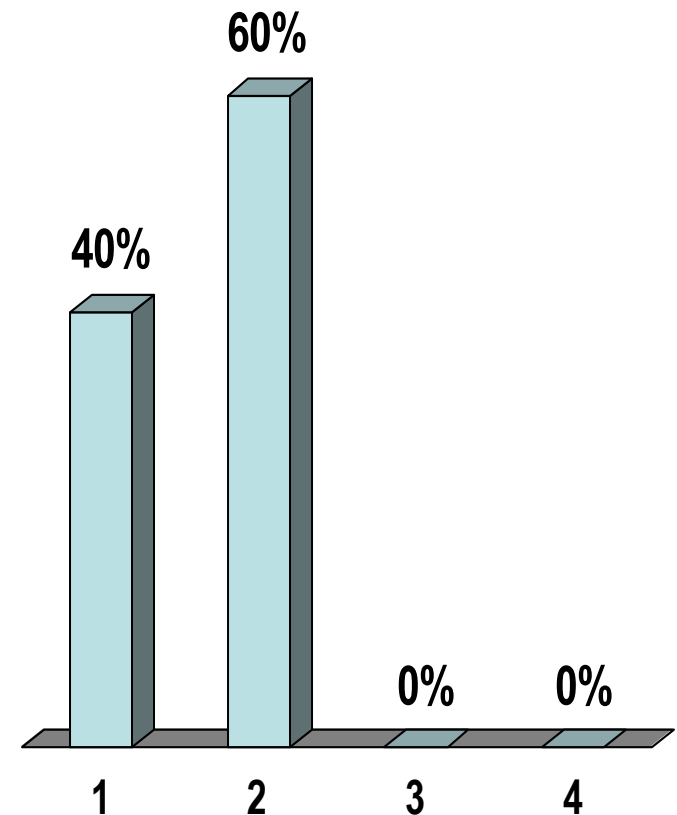
Item 10.

1. High priority
2. Endorse
3. No
4. Table



The Town should endorse a substantial equestrian facility along the S. Blvd Corridor

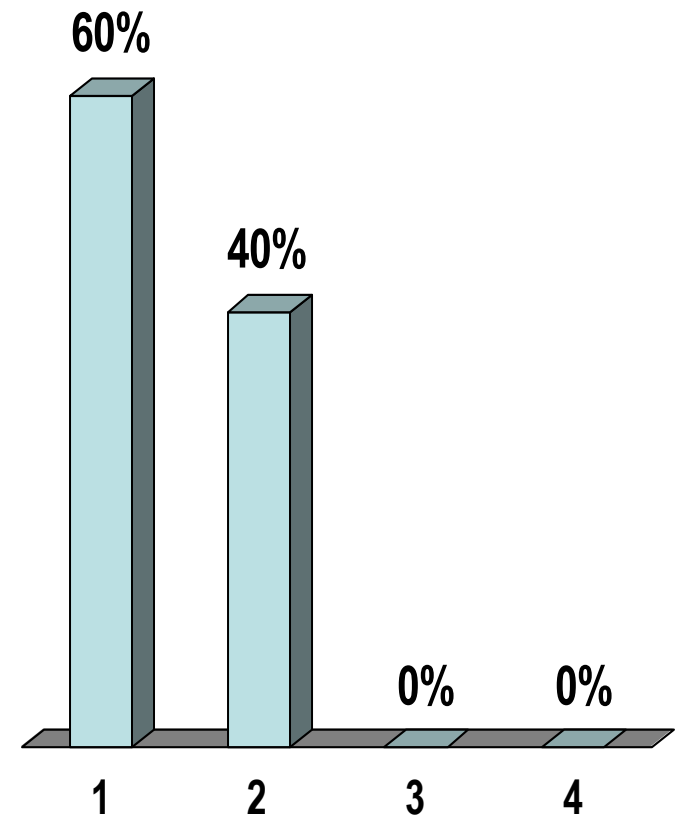
1. High priority
2. Endorse
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4. Table



The Town should seek to minimize traffic impacts on interior created by commercial development

Item 10.

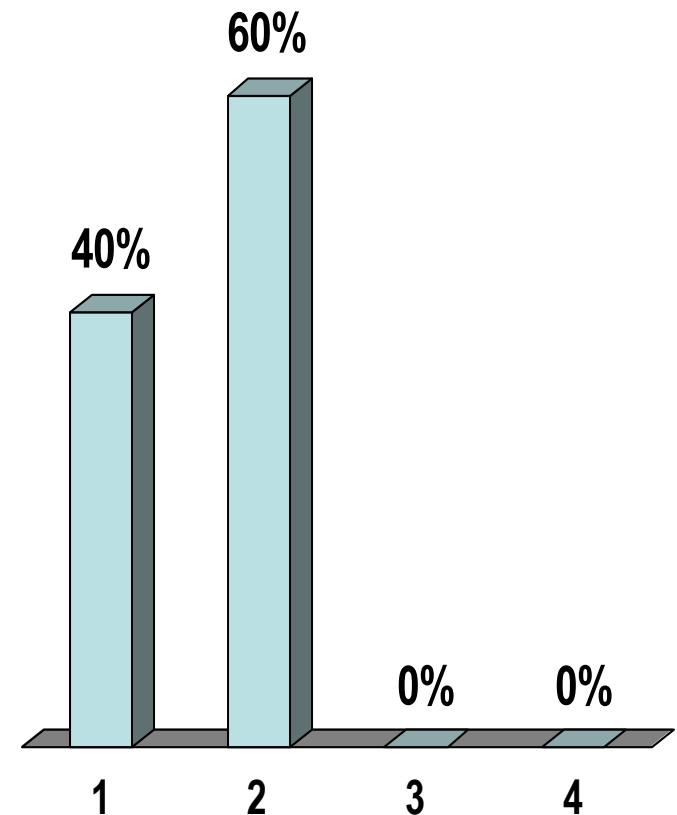
1. High priority
2. Endorse
3. No
4. Table



The Town should seek to create a special taxing district S. of Collecting Canal

Item 10.

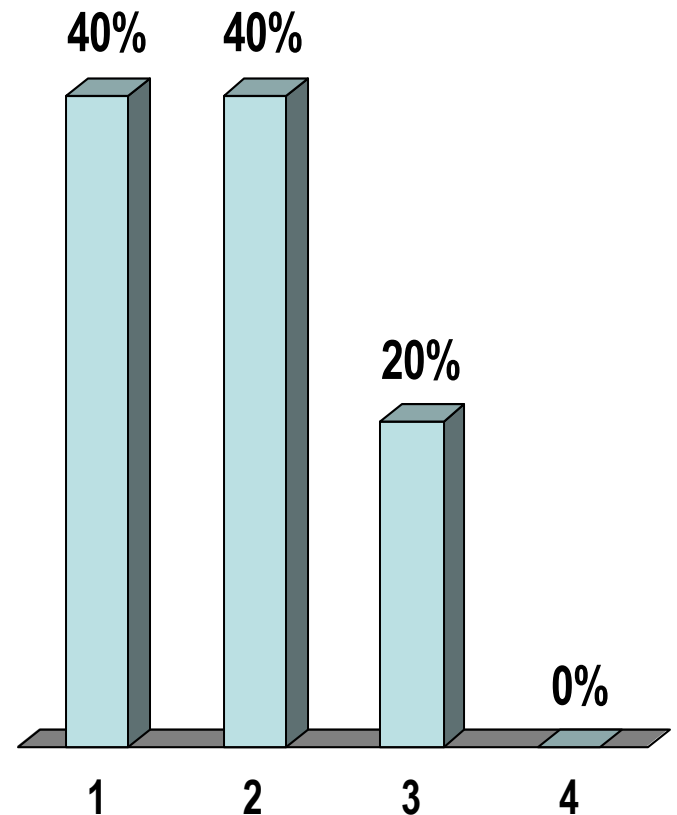
1. High priority
2. Endorse
3. No
4. Table



The Town should design transitional zoning moving from greater to lesser residential density from Southern to Collecting Canal.

Item 10.

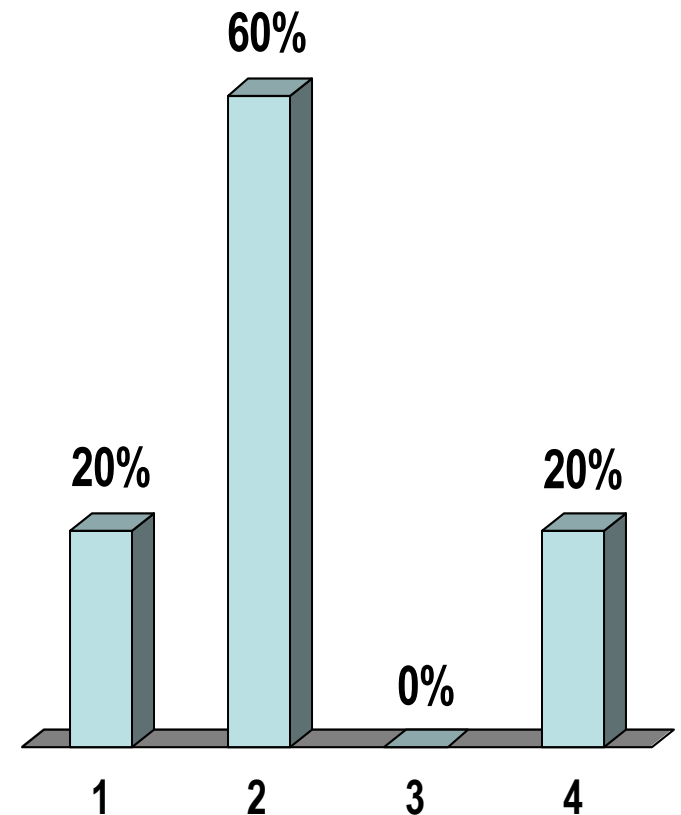
1. High priority
2. Endorse
3. No
4. Table



Seek extension of Tangerine from 162 st to E.

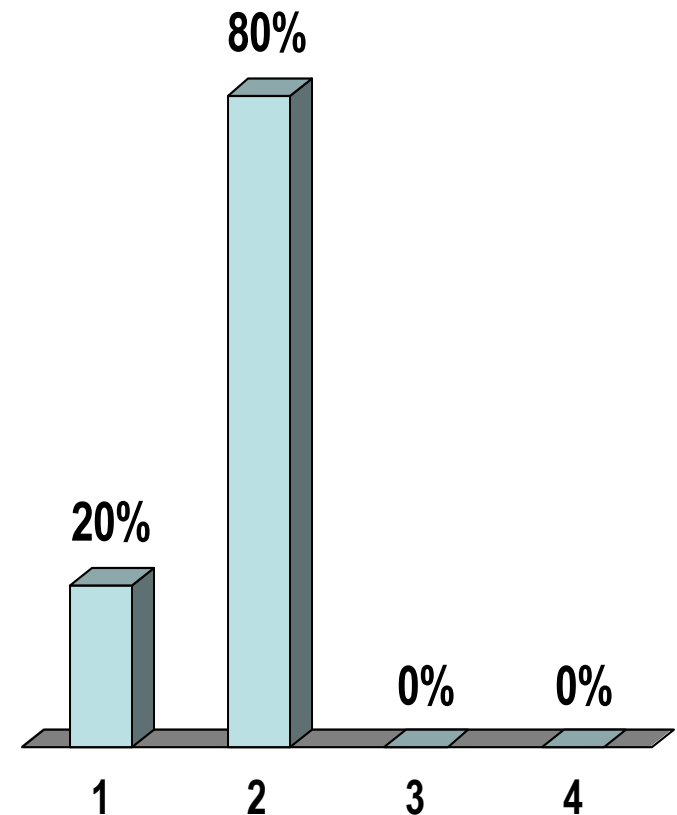
Item 10.

1. High priority
2. Endorse
3. No
4. Table



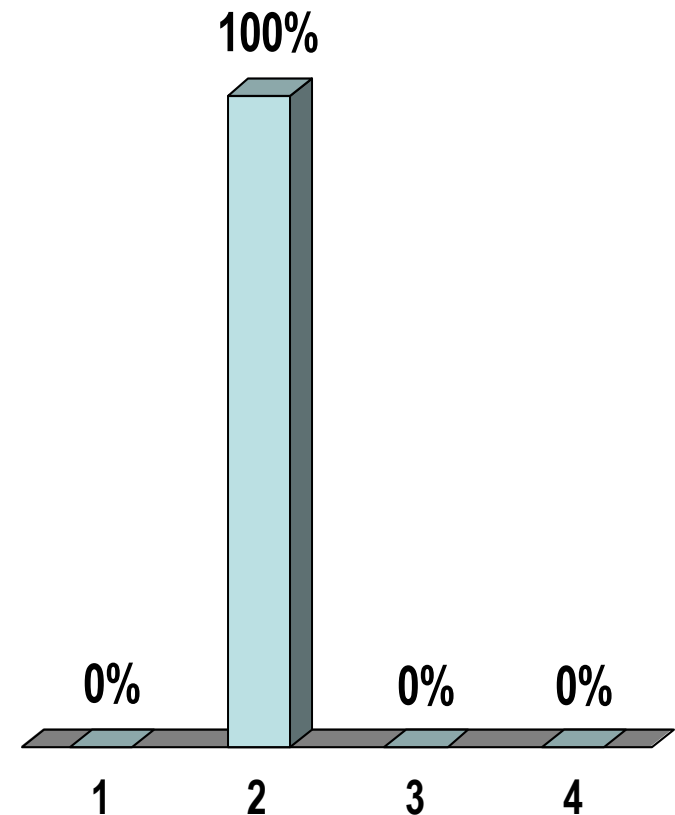
Encourage establishment of riding trail in buffer area S. of Collecting Canal

1. High priority
2. Endorse
3. No
4. Table



Encourage consistent development of area east of F road with other areas S. of CC

1. High priority
2. Endorse
3. No
4. Table



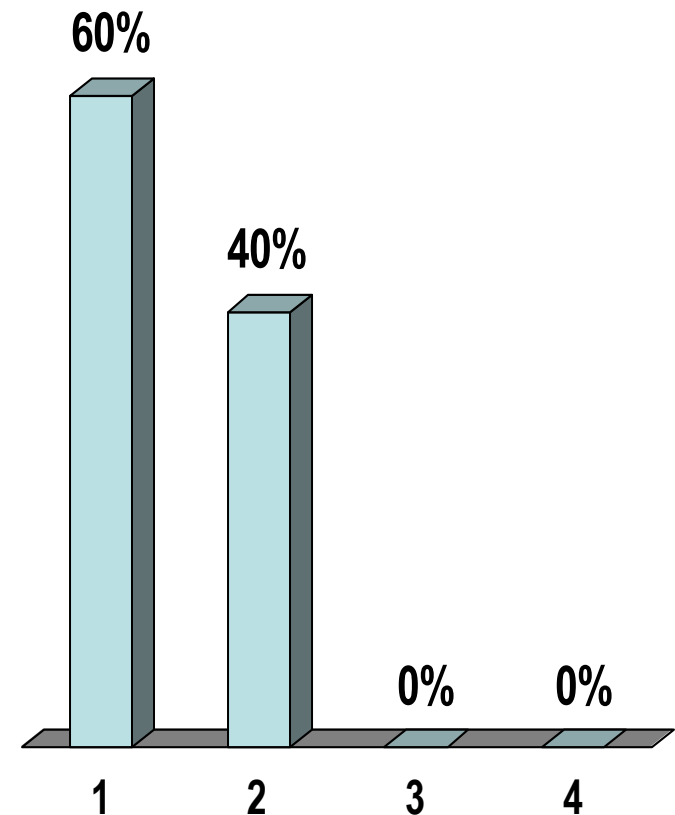
finis

Strategic Choices Poll Okeechobee & Alphabet Rd Town of Loxahatchee Groves

Okeechobee

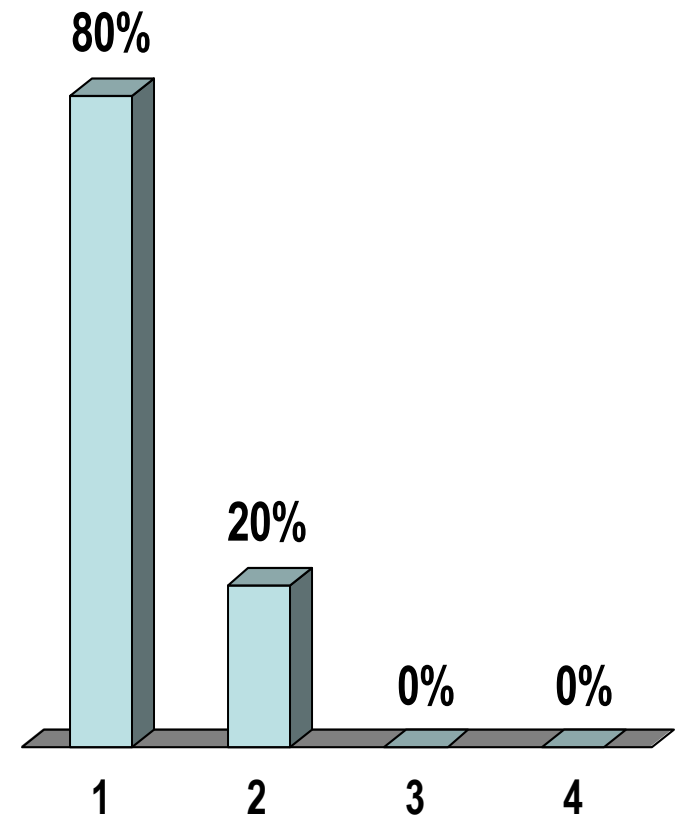
The Town should actively support the development of traffic corridors such as SR 80; Seminole/Platt, Northlake and Roebuck that would divert traffic from the Okeechobee.

1. High priority
2. Endorse
3. No
4. Table



The Town should develop a master transportation plan that would offer some form of traffic control on Okeechobee.

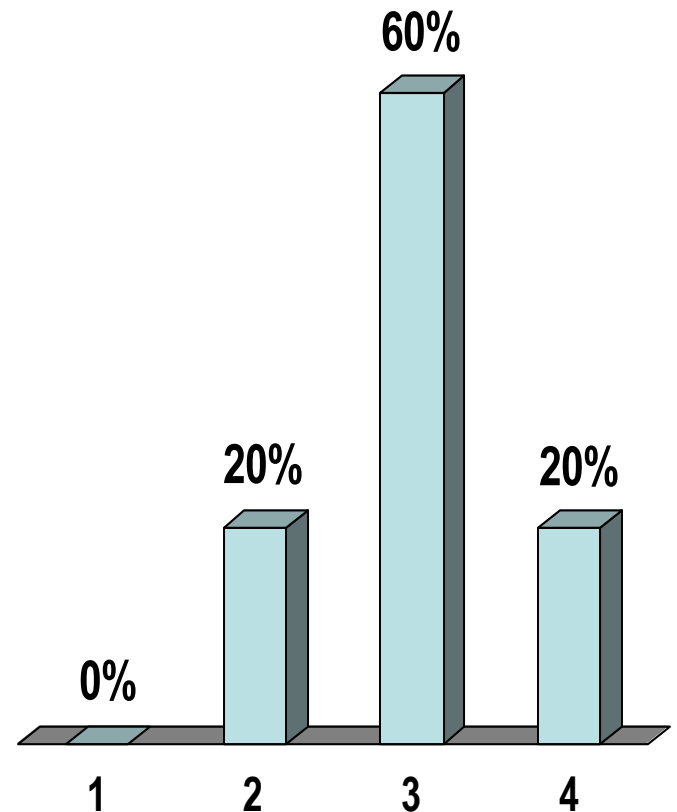
1. High priority
2. Endorse
3. No
4. Table



The Town should move ahead on four way stops on Okeechobee before a master transportation plan is developed.

Item 10.

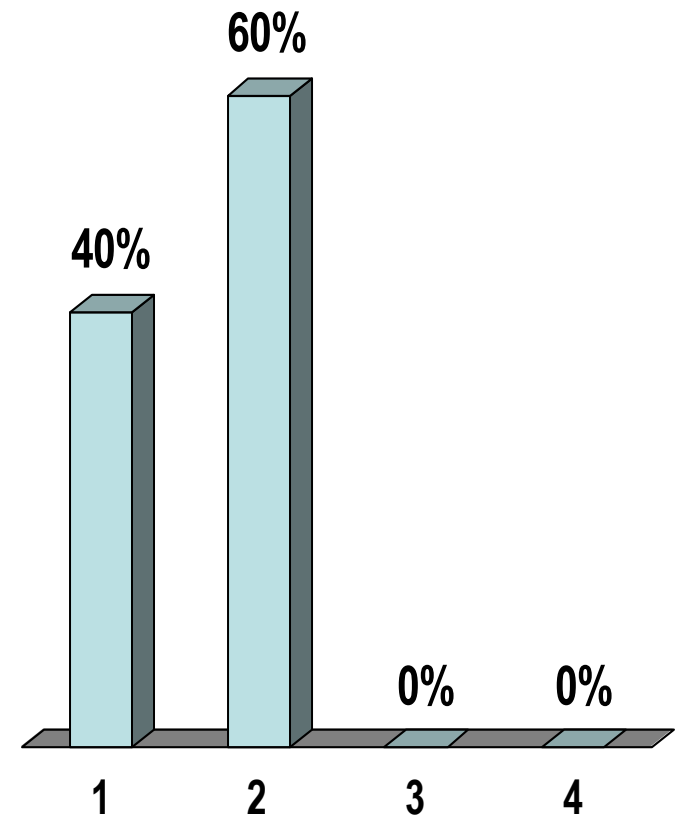
1. High priority
2. Endorse
3. No
4. Table



he Town should seek a lower speed limit and
arrange for a limited amount of additional
enforcement

Item 10.

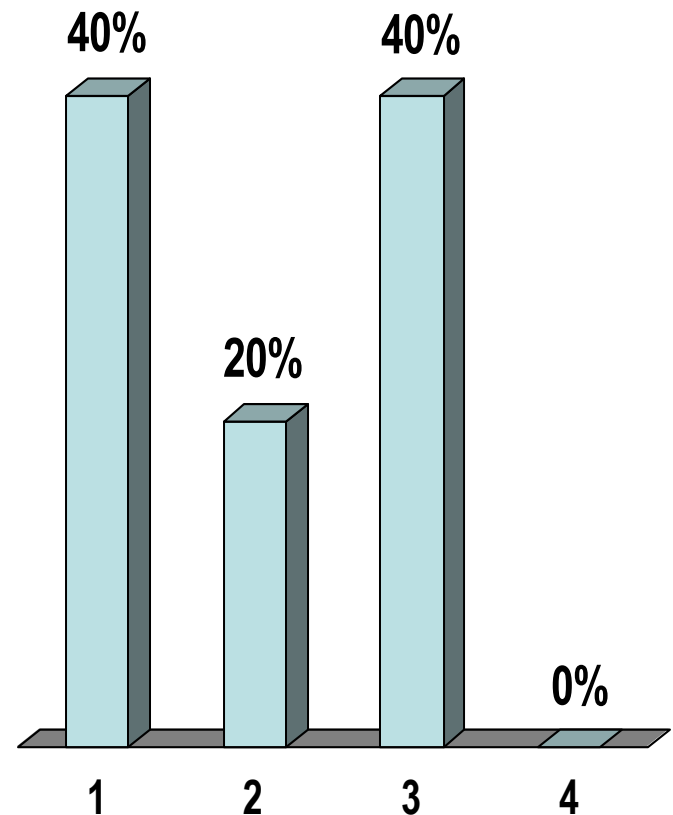
1. High priority
2. Endorse
3. No
4. Table



Alphabet Roads

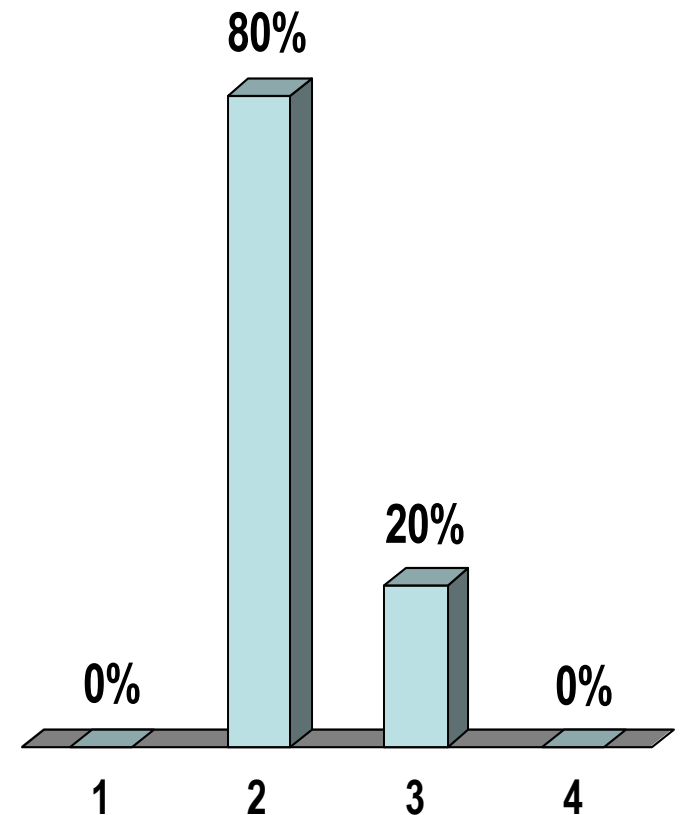
The Town, in collaboration with the Water Control District, should develop a master plan for road improvements that would analyze impacts of paving/stabilizing with ogem on certain roads before all roads are completed.

1. High priority
2. Endorse
3. No
4. Table



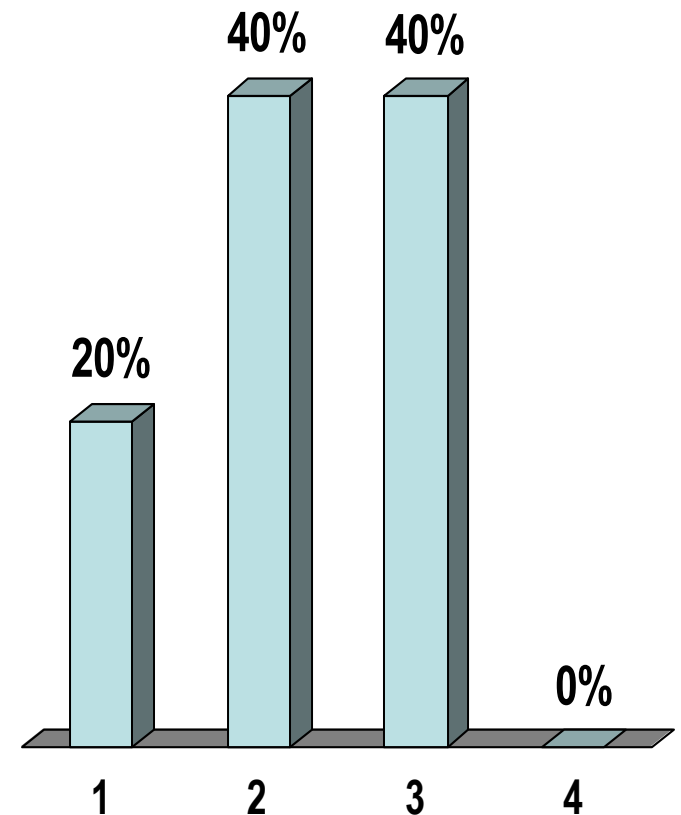
The town should examine any feasible traffic calming mechanisms on the dirt alphabet roads

1. High priority
2. Endorse
3. No
4. Table



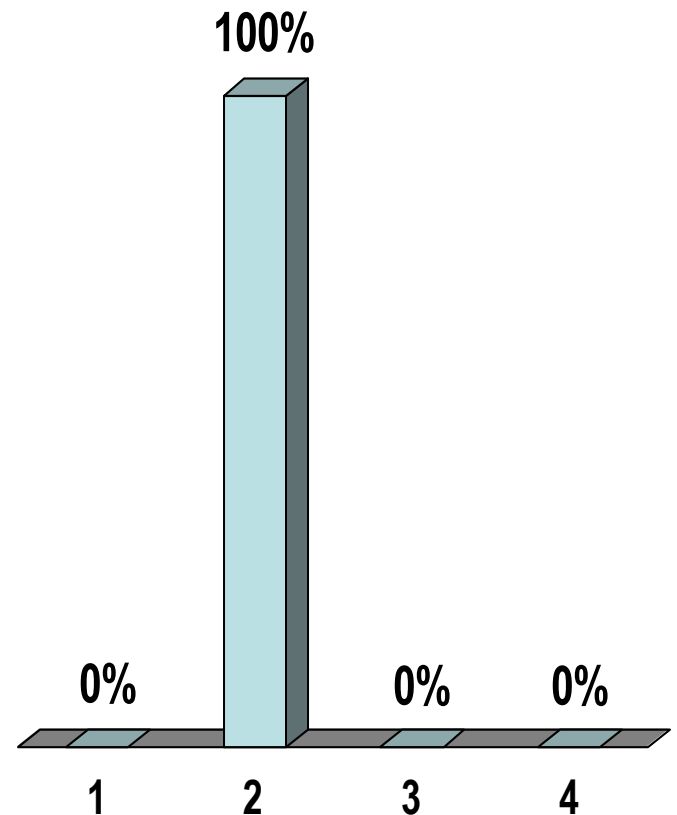
The town should lower the speed limits on
alphabet roads to 25 mph.

1. High priority
2. Endorse
3. No
4. Table



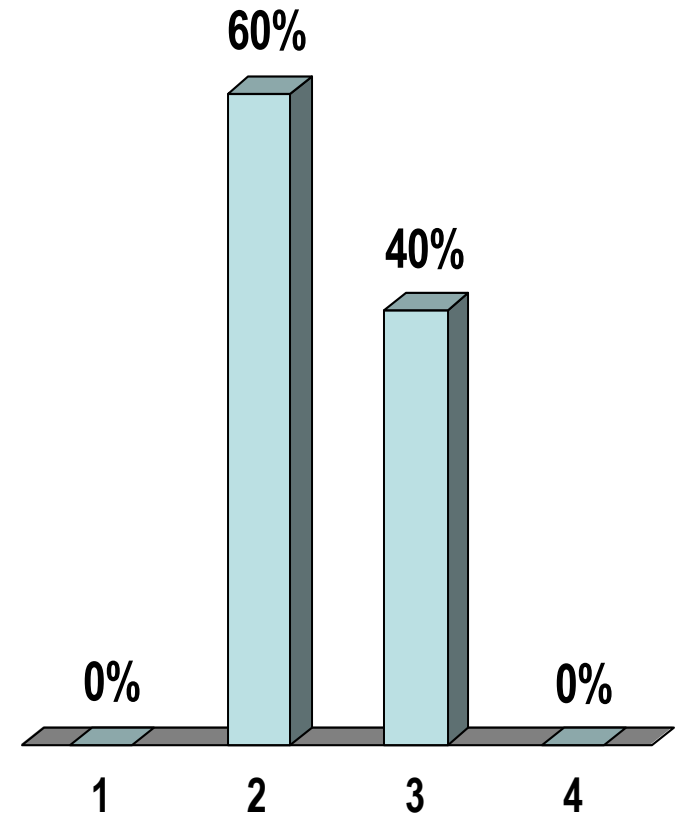
The Town should seek a lower speed limit and arrange for a limited amount of additional enforcement.

1. High priority
2. Endorse
3. No
4. Table



The Town should request the WCD delay further paving until the comprehensive plan is adopted. Item 10.

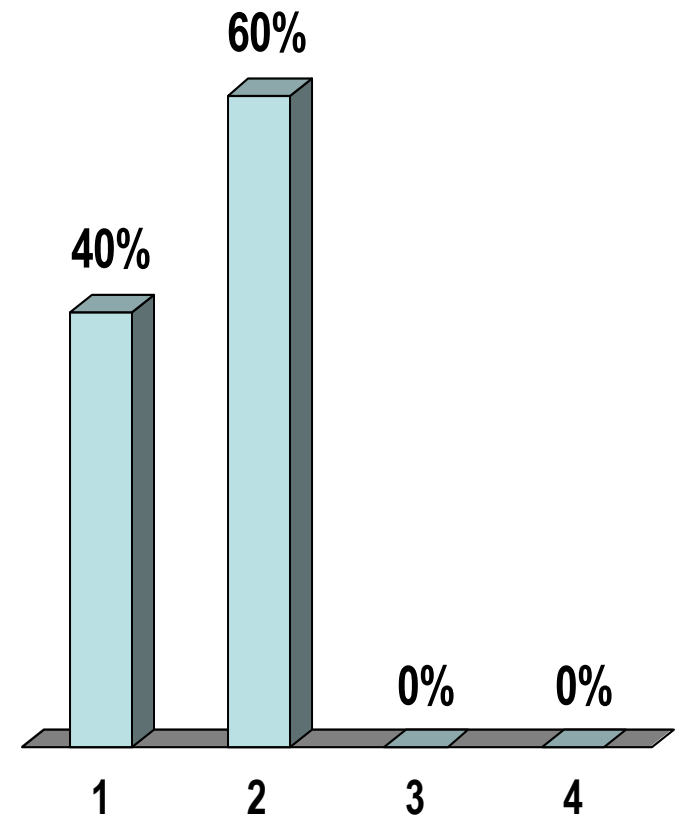
1. High priority
2. Endorse
3. No
4. Table



Examine other mechanisms to limit cut-through traffic.

Item 10.

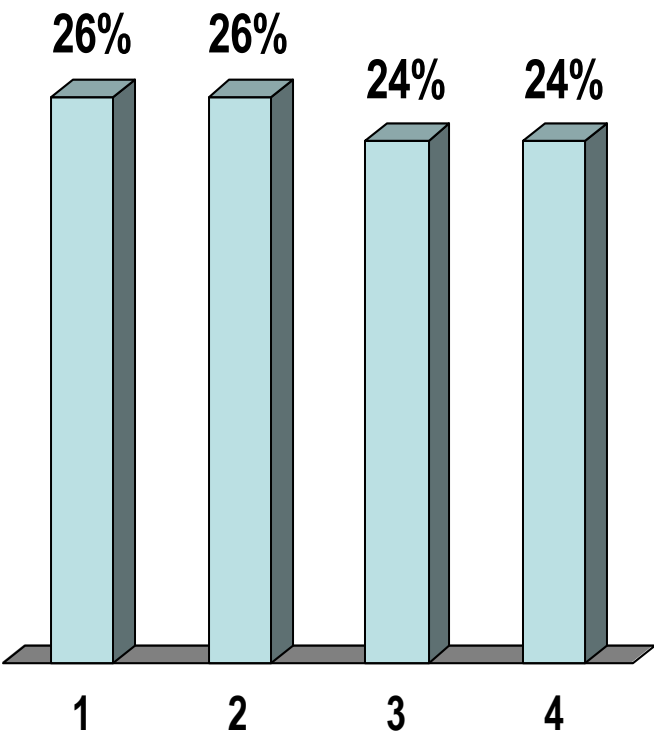
1. High priority
2. Endorse
3. No
4. Table



finis

Click to add Polling Prompt

- 1. High priority
- 2. Endorse
- 3. No
- 4. Table





Calendar of Public Strategic Visioning & Planning Sessions

Sat, March 22	10:30 am - 2:30 pm	Town Hall Kick-Off Mtg	Lox. Groves Elementary School Cafeteria
Sat, April 5	9:00 am - 11:00 am 11:00 am - 1:00 pm 1:30 pm - 3:30 pm	Focus Group 1 (<i>invitation only</i>) Focus Group 2 (<i>invitation only</i>) Focus Group 3 (PUBLIC participation)	Lox. Groves Elementary School Cafeteria Lox. Groves Elementary School Cafeteria Lox. Groves Elementary School Cafeteria Focus Group Topic for 4/5 Session: Desired visual community design elements such as building heights and density, landscaping and building style.
Sat, April 12	9:00 am - 11:00 am 11:00 am - 1:00 pm 1:30 pm - 3:30 pm	Focus Group 1 (<i>invitation only</i>) Focus Group 2 (<i>invitation only</i>) Focus Group 3 (PUBLIC participation)	Lox. Groves Elementary School Cafeteria Lox. Groves Elementary School Cafeteria Lox. Groves Elementary School Cafeteria Focus Group Topic for 4/12 Session: Desired community features such as recreation programs, parks, trails, etc.
Sat, April 26	9:00 am - 11:00 am 11:00 am - 1:00 pm 1:30 pm - 3:30 pm	Focus Group 1 (<i>invitation only</i>) Focus Group 2 (<i>invitation only</i>) Focus Group 3 (PUBLIC participation)	Lox. Groves Elementary School Cafeteria Lox. Groves Elementary School Cafeteria Lox. Groves Elementary School Cafeteria Focus Group Topic for 4/26 Session: Service priorities and willingness to pay for priority services.
Fri, May 16	6:00 pm - 9:00 pm	Town Council Member Retreat (<i>part 1</i>)	Location to be determined
Sat, May 17	10:00 am - 1:00 pm	Town Council Member Retreat (<i>part 2</i>)	Location to be determined
Tues, June 3	7:00 p.m.	Reg. Town Council Mtg (<i>Final Document will be presented</i>)	LGWCD

You are the most important part of this process. Your participation is our key to success



*If you need additional information, please visit our website at www.loxahatcheegroves.org
or e-mail us at clerk@loxahatcheegroves.org*

Loxahatchee Groves

Vision Session

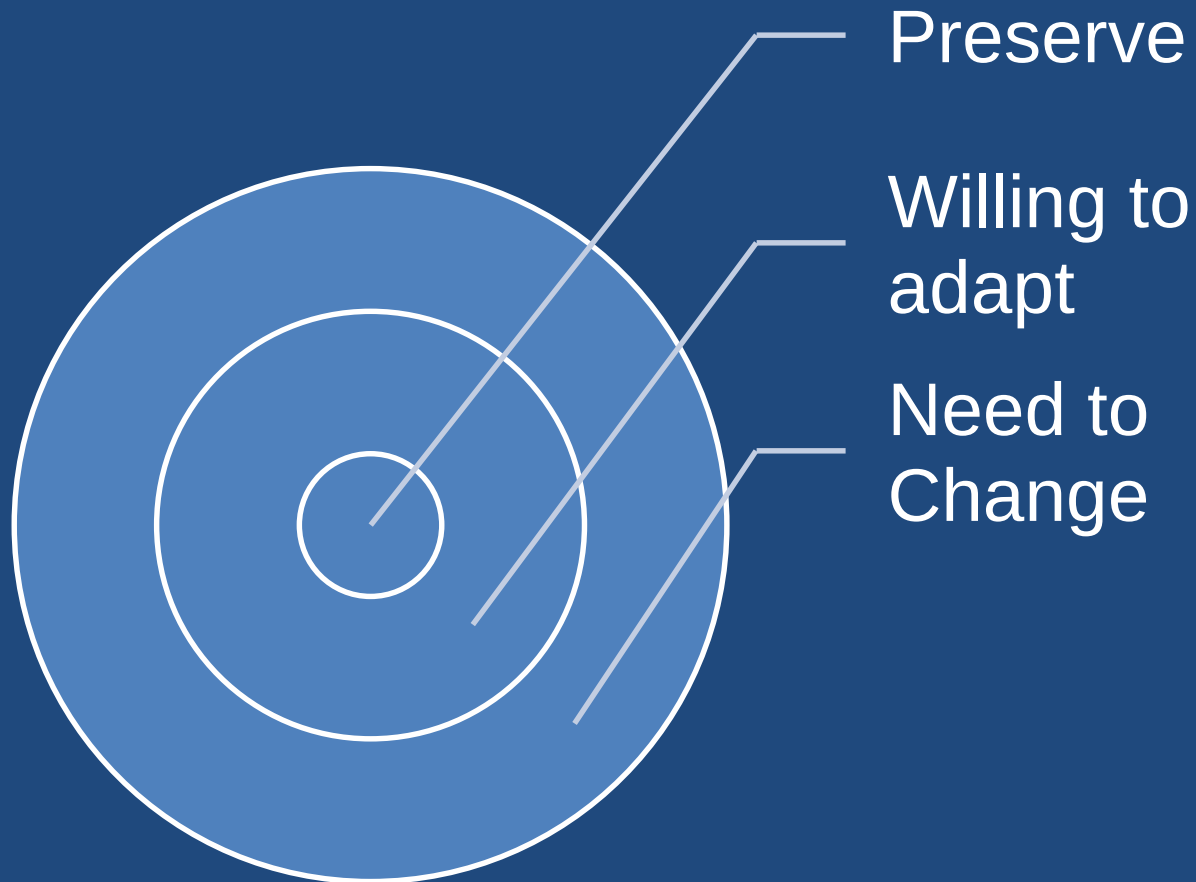
Process

- Town Hall Vision Session
- Focus Groups on 3 Saturdays discussing ideas generated during Vision Session
 - Random selected
 - Council appointed
 - Open

Today

- Focus on Values, Needs & Aspirations
- Five questions
 - Table top discussions
 - Decision rule for chair
 - Prioritization
 - Group reports
 - Submit individual choices if you choose
 - Name and contact info

Features of the Town



First Three Questions

- Which features do you want to preserve?
- For which features is some change acceptable?
- Which features need to change?

What features do you want to preserve?

For what features is change acceptable?

What needs to change?

Issues & Threats

- What issues and threats will need to be addressed to preserve key features or developed needed changes?
 - What are the three most critical issues or threats?

Ideas

- What are three ideas which would either:
 - Help preserve what you want to preserve;
 - Help change what you want to change;
 - Meet the threats or issues

Loxahatchee Groves
Strategic Visioning Workshop
Saturday, April 12, . 2008
Facilitator: Dr. Herb Marlowe, Analytica

Focus Group 1:

Open Space:

- Contiguous with neighbors (landscaping and vegetation)
- No clear cutting for land use options
- Town must work with Palm Beach County for tax exemptions for “green belting” on their properties
- Jungle Properties: clear exotics and dead vegetation to reduce fire hazards. Too many areas neglected; have become detriment to snakes and possible wildfires.
- Actual “green belting” with very specific standards.
- Open spaces must be accessible to the public.
- People should do what they want with their property; that’s why people moved here. Don’t regulate too much because that is not what Loxahatchee is all about.
- Restoration of existing land; more horse parks and public facilities.
- Preserve the open space we have.
- Decide what the open areas should be in the long run.
- Since the Town doesn’t have the funds to buy open space private properties should consider granting conservation easements (defined by the deed restrictions attached to them). Restricts further development by granting this easement.
- Too much public accessible property would promote bigger issues that we don’t want to deal with.
- Look into grant opportunities that could support getting funds for open spaces.
- “Rare Species Conservatory”: Non-profit organization that the Town can work with for open space dedication.
- Educate the property owner as to the value of their wetland. How to maintain and improve what we have. Get rid of exotics if you have the resources to do that. Public assistance could help residents get rid of exotics.
- Promote our town as a NATURAL township; educate residents and new residents as to what to expect when they move here. Where we’ve been, where we’re at and where are we going. We are a natural conservancy.
- Town should promote not regulate tree canopies (tax incentive for owners)
- Be aware of salt-water intrusion.
- Junk yards are a concern with a lot of the open spaces.

Loxahatchee Groves
Strategic Visioning Workshop
Saturday, April 12, . 2008
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Water Sourcing:

- Each town will need to develop it's 20 year plan for water sourcing.
- We need to clean our water now because as time goes on it will get even more expensive.
- Don't give in; pushback against SFWMD in reference to canals.
- We are a agricultural community; we should be treated differently.
- Water lines will be cost prohibitive

Other Questions you would like to see covered in the last visioning session:

- Do you want to have standards for commercial architecture?
- What percentage of commercial do we really want?
- New land use designation? Natural?
- Are you neighbors going to stay? Why are they going to stay or go?
- Traffic deterrence without paving?
- Commercial on Southern?
- What is the purpose of the government we are forming? Is our vision rural?
- What types of land use do we see? What land uses are detrimental and non-conforming and what can we do about it? What really is "agricultural"?
- How are churches defined and restricted in size?
- Church uses?
- Equestrian group in the community?
- Environmental and water issues in other groups.
- How do we protect our freedoms for land use that has historically taken place in the Groves for years? (with the exception of health and safety)
- Possible moratorium on churches?
- We need something legal on the books to protect canopies.
- Validate the need for commercial for a revenue stream?
- Should we freeze commercial at certain levels?
- Is the new F road paving acceptable for the future?
- Should Town Council put an immediate moratorium on paving until comprehensive plan is passed?
- Should there be an environmental survey to identify the pollution hotspots?
- How do we feel about banning communication towers with strobe lights on them?
- How do you feel about light pollution?
- Coordinate with D.O.T. on Southern
- Existence of Town Council with LGWCD?
- Create a mission statement.

Loxahatchee Groves
Strategic Visioning Workshop
Saturday, April 12, . 2008
Facilitator: Dr. Herb Marlowe, Analytica

Focus Group 2:

Environmental Issues:

- No restrictive code enforcement. Just when it's environmental issues.
- Quality of the water. Protect our water supply.
- Keep trees along canal banks.
- Blatant clear cutting is detrimental.
- Replace and replant trees when clear cutting.
- Get help getting the Florida Wholly out and replace with pine trees.
- Get Town to help replant and replace trees.
- Educate as to preserve and maintain trees.
- Quality of water is very important.
- Assist residents with disposing of hazardous materials; make it very easy; this will prevent pollution.
- Physical pollution is a huge issue.
- Municipal garbage cans.
- We need to encourage more recycling.
- Educate people as to the rules of clear cutting of trees.
- Rules need to be communicated and more consistent.
- Bottom line: we need better water quality and more canopies.
- We need businesses that will not damage our water supply.
- Stop illegal hauling and dumping of manure.
- Locally modified ordinances to protect the people and be more tolerant.

Other Questions you would like to see covered in the last visioning session:

- Information site for residents to access to get facts for land use codes and how to do things.
- Lower speed limit to 25mph (low on dust)
- Okeechobee speed limit to 35 mph.
- Combine the Town & LGWCD together in one entity.
- Protect the quality and quantity of water; canopies
- Detail of equestrian trails and park system.
- Maintain individual canals for better flow.
- Allow for horses to travel on the roads safer.
- Suspend road paving until after comprehensive plan
- All land owners have equal and fair rights.
- Sample entire community for better feedback during visioning session.
- Sanitation and recycling needs to be addressed.

Loxahatchee Groves
Strategic Visioning Workshop
Saturday, April 12, . 2008
Facilitator: Dr. Herb Marlowe, Analytica

- What businesses do we want?
- Bring the equestrian community together.
- Economics and financial impact.
- Senior living and facilities.
- Why are we focusing on the NOW; we need to focus on the FUTURE!
- Look at increased revenue base; we must pay for the services and the future.

Loxahatchee Groves
Strategic Visioning Workshop
Saturday, April 12, . 2008
Facilitator: Dr. Herb Marlowe, Analytica

Focus Group 3:

Environmental Issues:

- Tree replacement program
- Assistance with replacing trees (financial)
- Well developed plan to replace trees; educate people.
- Get with local nurseries and find out what native plantings are available.
- Filter water
- More trees planted along the roads; Okeechobee Blvd; example is North Lake
- More vegetation growing along canal banks.
- Protect wildlife and rare birds
- Stop the fishing of turtles with nets.
- Regulate unsupervised fishing.
- Speeding, widening of roads leads to road kill
- Too much garbage in the canals.
- Environmentally unfriendly items being stored on properties.
- Drinking Water
 - Concerned with FPL drilling into our water reserves
 - Concerned with outside towns forcing us to go onto county water.
 - Mining has a direct impact on drinking water.
 - Regulate water run off from horse manure.
 - Enforcement to impose on violating parties. Be very specific with ordinances.
 - Health and safety issues need to be handled by government.

Other Questions you would like to see covered in the last visioning session:

1. Concerned about equestrian trails
2. Would like to survey residents as to who wants OGEM?
3. How much more money do we need?
4. Negative growth on the Town.
5. Current ULDC codes that effect quiet enjoyment.
6. What type of senior living facilities does the Town want?
7. Where do we want Tangerine to go?
8. What type of restaurants do we want? Do we want any at all?
9. What type of commercial?

Loxahatchee Groves
Strategic Visioning Workshop
Saturday, April 12, . 2008
Facilitator: Dr. Herb Marlowe, Analytica

10. Natural preserve?
11. Inventory of businesses we have now?
12. Costa analysis of commercial. What does it give to the town's bottom line.
13. Codes: protect my rights from your rights.
14. Should the Town front the paving or LGWCD do paving?
15. Property values dropping almost 20%.
16. How important is neighborhood serving commercial.

Focus Group 1: Saturday, April 26, 2008 - 13/15

Summary Statement for future of Comp Plan:

- Great job on strong showing for equestrian community. Vision on path to promote equestrian activities. Best Land Use Management Practices. Mushroom Farm? (use for manure)
 - Preserve our natural state and protect environment and limit commercial development.
 - Shift from commercial to more residential atmosphere. Increase in environmental focus
 - Workshop more thoughts from visioning.
 - Comp Plan gives blueprint of what our community is now. Blueprint for preserving our community.
 - Educate others...don't change me.
 - We need to control rural development. Tighten down.
 - Supremacy of residential use against adverse impacts of non residential use.
 - Green town to protect water supply and canopies
 - Served by light government with a lot of citizen activism and volunteerism
 - Town must have 100% control of planning; must have control of roads
 - Don't create magnets to outside uses (commercial development)
 - Support agriculture uses (make sure residents know what their getting into)
 - Balance of property rights, facts, logic and opinion (less emotion)
 - Stay rural, Ag, residential. Encourage mom and pop businesses. Keep Commercial impact low.
 - Clean up eyesores.
 - Preserves, conserves, and increases quality of life
 - People want control
 - Power to tax and regulate: Increase in regulation but increase in taxes.
-

Focus Group 2: Saturday, April 26, 2008-9/15

- Equestrian/agricultural-includes landscaping businesses
- See the Groves more or less the way it is-small bus out of homes providing they don't pose environmental threats
- Get more cooperation for voted Town Council and LGWCD who we didn't vote for
- Restore-moving forward means moving backwards and a restoration of rural uses we have gotten away from
- Sports/Rec-education for children-think about future of children of residents here now
- Avoid commercialization patterns of the County and our vote to incorporate was to deter mass commercialization and we wanted to have government light (low taxes)-think Comp Plan should respect historical values-ways to limit traffic-think we can draw up a Comp Plan I think the majority of us would be satisfied with
- Workable changes like greenways-bike paths-jogging
- See more Community involvement-think outside the box-people can't physically come to meetings sometimes but there is internet and mail
- Thank the Council members who sat here through the meetings-appreciate the dedication toward the Comp Planning
- Children-developmental pressures and commercialization make it less good for the younger people
- In favor of keeping things like they are
- Continue Rural environment
- Minimal interference so people can build the way they want as long as it isn't hurting the environment
- Would like to see more equestrian trails as well as pedestrian trails

- Emphasize the motto “Love it or Leave it alone”-motto community was built on and you don’t see it as much today

-
- Dennis-appreciate everyone coming out-one thing Councilman Louda challenged is does development pay for itself?
 - Bill-mirror Councilman Lipp’s thanks-hope we get turn out for meeting Monday on E Road/140th - & Callery-Judge government works for those who are willing to get involved-you can’t make people come and give their opinions-surveys we get 10% which is better than other communities
 - Mayor-Thanked everyone for coming out-we are all approachable-have neighbors call us
-

Focus Group 3 (Public Participation): Saturday, April 26, 2008-27 voting

- Noise Pollution
 - See more open mindness and to be able to look forward to the future
 - Listen to other people who take time to come out
 - Planting along the canals where things were removed
 - Road improvements
 - Road care
 - Clean the area (garbage)
 - Slow down and cut the dust out
-

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: April 1, 2025

SUBJECT: Discussion of Proposed Ordinance Updates to the Unified Land Development Code

Background:

This ordinance includes housekeeping updates to clarify, clean up, and modernize the Town's development rules (ULDC). These changes clarify regulations and provide for better organization and improved consistency of enforcement of the ULDC. A number of these provisions have been discussed previously and modifications directed by Council. The primary revisions for discussion are summarized as follows:

Voting Rules: Simple majority needed to amend the ULDC. This change is significant but necessary in order to move forward and update the code to meet the needs of the community. Necessitating a super majority gives undue power to the minority and can result in an ordinance that lacks consistency or clarity, because of the compromises necessary for its passage. Furthermore, the supermajority requirement presumes the existing ULDC provisions are more perfect than they actually are.

Code Interpretation & Enforcement: Clarifies Town Manager is interpreter of the Code. This is implicit in the current code, yet we believe it should be clearly stated.

Updated Definitions: Revises definition of self-storage facilities to ensure indoor-only access and no residential use.

Outdoor Storage Rules: Clarifies that storage of recreational vehicles is regulated by Article 92, so all RV regulations are in one place in the ULDC.

Outdated Sections Removed: Deletes section relating to non-conformity determinations which was internally inconsistent and misplaced the Town Council's role in the process. Eliminated historical legacy provisions.

Self-Storage Standards: Updates and clarifies regulations relating self-storage buildings and operations.

Road Standards: Clearly identifies what roadways are local roads.

Access Easements to landlocked parcels: Clarifies requirements and provides a requirement for turnaround of sufficient dimension to accommodate large vehicles such as fire and garbage trucks.

Street standards: Updates local roadway design standards.

Notice Requirements: Clarifies that applicants are responsible for mailing costs incurred by the Town in providing notice of hearings and who may be able to present evidence at a hearing. This does not limit the right of the public to comment on applications during a public hearing.

Vested Rights: Modifies the application requirements and process for property owners can apply for and appeal vested rights determinations.

These updates are suggested to make the code easier to read, implement and enforce; to remove unnecessary and/or outdate provisions; improve consistency with recent rules; and to facilitate application of the code fairly, timely and accurately.

Recommendation:

Staff recommends approval of **Ordinance No. 2025-__** as presented.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 05-070 “TOWN COUNCIL TO AMEND ZONING REGULATIONS” TO REQUIRE THREE VOTES TO ADOPT AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE, SECTION 05-015 “ENFORCEMENT, INTERPRETATION, PURPOSE AND CONFLICT” CLARIFYING WHO IS THE INTERPRETER OF THE CODE, SECTION 05-110 “VIOLATION OF CODE OR DEVELOPMENT ORDER CONDITIONS” REGARDING VIOLATIONS OF THE UNIFIED LAND DEVELOPMENT CODE OR DEVELOPMENT ORDERS; SECTION 10-015 “DEFINITIONS” AMENDING THE DEFINITION FOR LIMITED ACCESS INDOOR SELF-STORAGE FACILITY; SUBSECTION 20-010(G) “OUTDOOR STORAGE” REGARDING STORAGE OF RECREATIONAL VEHICLES; DELETING SECTIONS 75-015 “DETERMINATION OF A NONCONFORMITY” AND 75-035 “HISTORICAL LEGACY USES AS OF OCTOBER 1, 2006” TO REMOVE UNNECESSARY PROCEDURES; AND AMENDING SECTION 80-075 “LIMITED ACCESS INDOOR SELF-STORAGE FACILITY” RELATING TO SUCH FACILITIES, SECTION 100-005 “LOCAL AND COLLECTOR ROADWAYS, GENERALLY”, SECTION 100-040 “PRIVATE INGRESS/EGRESS ARRANGEMENTS”, AND SECTION 100-045 “MINIMUM STANDARDS FOR PUBLIC AND PRIVATE STREETS” PROVIDING STANDARDS FOR LOCAL ROADWAYS AND PRIVATE INGRESS/EGRESS ARRANGEMENTS, SECTION 115-025 “MAIL NOTICES” TO ELIMINATE INCONSISTENCIES, AND ARTICLE 125 “VESTED RIGHTS DETERMINATIONS” TO PROVIDE ADDITIONAL REQUIREMENTS AND PROCEDURES FOR APPLICATIONS FOR VESTED RIGHTS DETERMINATIONS, ALL OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the Town Council desires to make various updates to its Unified Land Development Code (“ULDC”); and

WHEREAS, the Town Council desires to eliminate the need for a super majority vote of Town Council to amend the provisions of the ULDC; and

WHEREAS, the Town Council desires to clarify the final interpreter of the ULDC and the compliance requirement and means of enforcement for violations of permits and development orders; and

WHEREAS, the Town Council desires to amend the definition of a limited access indoor self-storage facility; and

WHEREAS, The Town Council desires to revise regulations on outdoor storage of recreational vehicles in the residential zoning district to be consistent with recently adopted regulations regarding recreational vehicles; and

WHEREAS, the Town Council desires to remove provisions in the ULDC relating to determination of nonconformities and historical legacy uses in existence as of October 1, 2006; and

WHEREAS, the Town Council desires to revise the conditional use standards and criteria for limited access indoor self-storage facilities; and

WHEREAS, the Town Council desires to amend the standards for local roadways and private ingress/egress arrangements; and

WHEREAS, the Town Council desires to update requirements to eliminate inconsistencies regarding mail notices; and

WHEREAS, the Town Council desires to update requirements and procedures relating to vested rights determinations; and

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

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

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

Section 2. Section 05-070 “Town Council to amend zoning regulations” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Section 05-070. - Town Council to amend zoning regulations.

Whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires, the Town Council may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property, now or hereafter established by the ULDC or amendments hereto. Passage of any amendment to the ULDC shall require a super majority vote of four or more Council member three councilmembers or more to vote to adopt.

Section 3. Section 05-015 “Enforcement, interpretation, purpose and conflict” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 05-015. - Enforcement, interpretation, purpose and conflict.

- (A) The Town Manager and Town Council, as applicable, shall designate Town personnel and contractual agents of the Town, who shall have the authority to enforce the provisions of the ULDC.
- (B) Where it is found that any of the provisions of the ULDC are being violated, enforcement proceedings may be initiated against the real property owner, the tenant if applicable, and any other person violating the provisions of the ULDC as provided in the Town of Loxahatchee Groves Code of Ordinances and as otherwise provided by law. Any enforcement procedure authorized by the Town of Loxahatchee Groves Code of Ordinances, county or state law, may be used to enforce the provisions of the ULDC. It shall be at the discretion of the Town Manager to determine which method of enforcement is appropriate and whether more than one method of enforcement should be brought, as provided by law.
- (C) In addition to enforcement by the Town Manager, the provisions of the ULDC may be enforced by the Town's law enforcement agency, as violations of a Town ordinance and as such shall be punishable as provided by law.
- (D) Further, the Town Council may authorize the Town Attorney to bring legal action in a court of competent jurisdiction.
- (E) Where the ULDC includes regulations on the same point as contained in any other law or ordinance, the provisions of the ULDC shall govern unless otherwise prohibited by law; except that where the regulations of the other law or ordinance are more restrictive than those of the ULDC, the other shall govern.
- (F) Where provisions of the ULDC do not specify a particular interpreter or administrator, the Town Manager shall have the authority and responsibility to administer the ULDC and make any necessary interpretations of it provisions. Any party who is aggrieved by a final administrative decision or interpretation of the ULDC may appeal such decision in accordance with Article 145 “Administrative Appeals”. If no appeal is filed, the administrative decision or interpretation shall be final as applied to the subject of the pending application, permit and/or request.

Section 4. Section 05-110 “Violation of Code or development order conditions” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2022-04 and further amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 05-110. - Violation of Code or development order conditions.

- (A) An application for a development permit may be deferred, denied, or approved with appropriate conditions, when the property is in violation of the ULDC or in violation of a condition of a previously approved development order.
- (B) Compliance with approved permits, development orders, and conditions thereof is required.
- (C) Any violation of ~~any portion of the ULDC or any violation~~ or non-compliance with ~~any~~ an approved permit, development order or condition thereof placed on any permit or any approval given to any development or project by Town Council, a board or administratively shall be deemed is a violation of the Code this section and shall be subject to the Town’s code enforcement process, set forth in Chapter 14 of the Code, as well as any other legal action available to the Town including but not limited to injunctive relief.

Section 5. The definition of “limited access indoor self-storage facility” in Section 10-015 “Definitions” of Article 10 “Definitions, Abbreviations, and Construction of Terms” of Part I “Administration and Definitions” of its Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-02 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Limited access indoor self-storage facility. ~~Limited access indoor self-storage facility shall A building that consists of individual, self-contained units that are leased for the storage of business, household, or other personal goods; where the Self-storage development shall consist of storage bays with are accessed only from the interior corridors of the building. A management office is an allowed accessory use. Any residential use is prohibited.~~

Section 6. Subsection (G) “Outdoor Storage” of Section 20-010 “General Provisions” of Article 20 “Residential Zoning Districts” of Part II “Zoning Districts” of its Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

(G) *Outdoor storage.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse and other similar materials shall be subject to the following standards.

- (1) *Generally.* All outdoor storage shall only be permitted when incidental to the use located on the premises or explicitly permitted as a primary use in [Section 20-015](#), “Permitted uses.”

(2) *Location.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse or similar materials shall not be located in any required setbacks, easements, or rights-of-way, except as permitted below:

a. *Construction Vehicles, equipment and fill.* Construction Vehicles, equipment, and fill may be temporarily stored in required setbacks, easements, or rights-of-way during construction in easements or rights-of-way.

b. *Nursery plants and trees.* Nursery plants and trees may be permanently stored in all required setbacks.

(3) *Screening.* All outdoor storage shall not be visible from roadways or neighboring properties except as permitted below:

a. *Farm and land cultivation equipment.* Farm and land cultivation equipment necessary for conducting a permissible agricultural use does not need to be screened from view provided that the vehicles are operable for immediate use, located on the plot upon which they are used, and are registered to an owner or lessee of said plot.

b. *Equestrian transports.* Equestrian transports do not need to be screened from view provided that the aggregate capacity of equestrian transports does not exceed the number of stables or horses kept on the property, whichever is greater.

c. *Nursery plants and trees.* Nursery plants and trees do not need to be screened from view.

d. *Construction vehicles, equipment and fill.* Construction vehicles, equipment, and fill do not need to be screened from view provided that the related construction activity is permitted, continuous and on-going.

e. *Commercial and recreational vehicles.* ~~A maximum of two commercial or recreational vehicles may be stored on a plot of land without screening, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property.~~ Storage of recreational vehicles is subject to the restrictions and requirements in Article 92.

f. *Inactive vehicles and equipment.* Vehicles and equipment that are in need of repair may be stored on a plot of land without screening provided that the vehicle or equipment has not been in a disassembled state or incapable of immediate use for more than seven consecutive days.

(4) *Fluids.* Vehicles and equipment that have been disassembled or incapable of immediate use for more than 28 consecutive days shall have all of its fluids drained and properly disposed.

Section 7. Section 75-015 “Determination of a nonconformity” of Article 75 “Nonconforming Uses, Structures and Plots” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby deleted.

Section 8. Section 75-035 “Historical Legacy Uses as of October 1, 2006” of Article 75 “Nonconforming Uses, Structures and Plots” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby deleted.

Section 9. Section 80-075 “Limited access indoor self-storage facility” of Article 80 “Conditional Uses” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-02 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 80-075. Limited access indoor self-storage facility.

~~Any~~ Limited access indoor self-storage facility as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" shall be ~~permitted in the Commercial Low (CL) zoning district~~ subject to a Category A Special Exception approval and compliance with the following conditional use standards and criteria:

- (A) ~~Use(s). A limited access indoor self-storage facility shall consist of storage bays with direct access only from the interior corridors of the building. A management office within the facility is an allowed a permitted accessory use. Such office must have its own space designed for such purpose and shall not be located in one of the storage bays, hallways, or access areas.~~
- (B) *Locational requirement.*
- (1) A limited access indoor self-storage facility shall have direct frontage and vehicular access to Southern Boulevard or the frontage road along Southern Boulevard.
 - (2) There shall be a minimum separation of two miles between limited access (indoor) self-storage facilities developments.
- (C) *Site and building design.*
- (1) *Maximum site dimensions.* A limited access indoor self-storage facility site shall be limited to a maximum of 250-feet of street frontage along the Southern Boulevard right-of-way and 500 feet of depth from the Southern Boulevard right-of-way.
 - (2) *Architecture.* Architectural design shall comply with the Rural Vista Guidelines.
 - (3) *Building height.* Building height (excluding parapets and architectural or mechanical features) shall not exceed 35 feet from finished grade.
 - (4) *Maximum plot coverage.* Maximum plot coverage of all buildings and roofed structures shall not be more than 30 percent of the gross site area.
 - (5) *Maximum floor area.* Maximum floor area shall be determined with each application and regulated by applying the building height, maximum plot coverage and minimum pervious area, per subsections (3), (4), and ~~(56) of this section~~ to the subject property ~~provided that ULDC required as well as the required~~ minimum building setbacks, landscape buffers, minimum required parking, circulation and loading standards, and site infrastructure, including access, drainage and utilities requirements as set forth in the ULDC ~~can be complied with.~~
 - (6) *Minimum pervious area.* The minimum pervious area shall be 30 percent of the plot.
 - (7) *Lighting and security plan.* A lighting (photometric) plan and security plan shall be required and at least include details for the following:

- a. 24-hour security cameras, alarm system, use of gates with keypads and security lighting.
 - b. Site lighting used to illuminate the site after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with ULDC Section 50-030, "Outdoor lighting."
- (8) *Signs.* One monument sign advertising the self-storage facility business may be erected on the plot frontage that abuts Southern Boulevard or the frontage road along Southern Boulevard ~~an arterial road right-of-way~~ and complies with ULDC Article 90 ~~Section 90-035~~. Such signage shall observe the site sight ~~distance~~ triangle requirement of Article 105, "Sight Distance."
- (9) *Prohibited uses.*
- a. The storage of flammable, hazardous or explosive materials, goods or products ~~shall be prohibited~~.
 - b. On site caretakers or any residential use.
 - c. Operation of B~~businesses shall not operate within self-storage facility storage bays units.~~
 - d. Outdoor storage of vehicles, recreational vehicles, boats, merchandise, business, household or other personal goods ~~shall be prohibited~~.
- (10) ~~{Landscaping.}~~ Landscaping shall comply with ULDC Article 85 Landscaping, including incorporation of an incompatible use ~~perimeter~~ landscape buffer, per Section 85-060(B)(1) if the self-storage facility abuts, or is separated from an Agricultural Residential zoning district by a public or private road, street, right-of-way, or canal.

Section 10. Section 100-005 "Local and collector roadways, generally" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-07 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 100-005. – ~~Local and collector~~ roadways, generally.

- A. Local roadways are those illustrated on Map TRN 2 Local Roads Classification Map or meeting the qualifications in Table TRN 1 Local Roads Functional Classification System of the Comprehensive Plan.
- B. The design of all local roadways ~~streets and collectors~~ shall preserve the unique, rural character of the Town and discourage non-resident traffic in residential areas. In part this shall be achieved by ensuring that all local roadways ~~and collectors~~ be constructed of a width, design, and materials deemed acceptable by the Town of Loxahatchee Groves Town Council.

- C. The maximum speed limit on all local ~~roadways streets and collectors~~ within the Town boundaries; ~~except Southern Boulevard, Okeechobee Boulevard, and Folsom Road;~~ is 25 miles per hour.

Section 11. Section 100-040 "Private ingress/egress arrangements" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-04 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 100-040. - Private ingress/egress arrangements.

All individual and shared access to landlocked parcels shall meet the following requirements:

- (1) The ingress/egress easement shall provide for access by emergency vehicles and government officials, employees, or contractual service providers during the course of their official duties.
- (2) All property owners utilizing an individual or shared access easement shall enter into an agreement defining the rights and responsibilities of the parties in regards to the maintenance of the access easement and shall record such agreement in the Public Records of Palm Beach County, Florida.
- (3) The developer and property owner shall enter into, and shall record in the Public Records of Palm Beach County, Florida, a Declaration of Restrictive Covenants for ~~Private Roadways and Access~~ in a form approved by the Town Attorney, which shall run with the land and, at a minimum in part, meet the requirements of this section and indemnify and hold harmless the Town and its agents for the construction of an access easement, which is less than the access standards easement set forth in Section 100-045, "Minimum standards for public and private streets."
- (4) The permissibility of an ingress/egress arrangement pursuant to Section 100-035, "Access to development" is conditioned upon no further subdivision being possible that would require dedication and construction of a public or private street in lieu of an ingress/egress easement.
- (5) The address of all properties without direct, legal access to a public road shall be displayed at the public street entrance of the ingress/egress easement and again at the entrance to each property from the driveway.
- (6) ~~The Have a~~ Have a maximum length of an ingress/egress easement pursuant to Section 100-035, "Access to development" shall be one-quarter mile (1,320 feet) and comply with the requirements of ~~pursuant to~~ Section 100-035, "Access to development".

(7) Any ingress/egress arrangement that does not conclude as an intersection of another easement or a roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.

(8) Private ingress/egress arrangements shall not provide ingress to and egress from areas within the Town from and to areas outside of the Town's corporate limits. Any ingress to and egress from areas within the Town from and to areas outside of the Town's corporate limits must be through a publicly dedicated street that meets the requirements of Section 100-045 and has been accepted by Town Council as a public street.

Section 12. Section 100-045 "Minimum standards for public and private streets" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-04 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 100-045. – Minimum standards for public and private streets.

The design and construction of public and private streets shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with current Town standards, including those contained in this article. Should a developer elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be submitted for approval and evaluated for adequacy on an individual basis by the Town Engineer.

(A) *Local roadway design standards.* The design of all local roadways (public and private streets) shall be as follows:

(1) *Volume.* Typical volume of local roadways shall be between zero and ~~2,000~~ 400 vehicles per day.

(2) *Access.* Local roadways shall provide primary access to residential and agricultural properties and limited commercial development. Cut-through traffic is to be discouraged. Other than connecting to Okeechobee Boulevard, ~~or~~ Southern Boulevard, or Folsom Road, local roadways shall not provide access to or from areas outside the Town's corporate limits.

(3) *Design speed.* Local roadways shall be designed for travel at a maximum speed of ~~30~~ 50 miles per hour.

(4) *Required right-of-way dedication.* The minimum right-of-way dedication for all new local roadways shall be 30 feet, however, at the discretion of the Town Engineer, this minimum may be increased in order to provide sufficient drainage, canal maintenance, or to incorporate greenway(s) and multi-use trail(s). ~~implement the Loxahatchee Groves Master Roadway, Equestrian and Greenway Plan, 2009 (MREG, 2009).~~

- (5) *Construction of roadway.* ~~The entire width of the right-of-way shall be demucked before construction of the roadbed begins. No material of FDOT Class A-5, A-7 or A-8 shall be allowed. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. The top 12 inches of the undisturbed soil shall be compacted to 100 percent of maximum dry density as per AASHTO T-99-C. Unless otherwise approved by the Town Engineer, limerock or shellrock bases shall be at least six inches thick and shall have a minimum LBR of 100. Base material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. Roadway surface shall consist of at least a three-inch layer of open graded emulsified mix (OGEM) or a surface material of equivalent durability, as certified by an engineer. Roadway construction standards are established in the Town of Loxahatchee Groves Engineering Manual.~~
- (6) *On-street parking.* Parking on local roadways is prohibited.
- (7) *Traffic calming.* The Town Council shall have the authority to approve traffic calming devices.
- (8) *Turnaround.* Any local roadway that does not conclude as an intersection of another roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.
- (9) *Other.* A clear zone, a minimum of three (3) feet on each side of a roadway, is required. Where a clear zone cannot be provided due to proximity of a canal, a berm or guardrail shall be installed between the edge of pavement and the canal. Traffic signals, curbs, turn lanes, medians and sidewalks shall ~~not be provided unless specifically required~~ evaluated for requirement as directed by the Town Engineer.
- (10) ~~[Governed by District.] Standards for roadways under the jurisdiction of the Loxahatchee Groves Water Control District shall be governed by standards developed by the District.~~

Section 13. Section 115-025 “Mail notice” of Article 15 “Public Hearing Notices” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Section 115-025. - Mail notices.

- (A) The owners of all lands located within the Town under consideration for approval of an application, and the owners of all lands within the Town lying within the distances prescribed by Section 115-10 (table), shall be notified by the Town of the application and of the first meeting at which the application will be considered. Such notices shall be sent U.S. Mail, postage-paid, to the persons shown upon the current tax rolls of Palm Beach County to be the respective owners unless there is actual knowledge of a subsequent property owner. Mail

notification of subsequent public hearings is not required. The cost of all mail notices shall be paid to the Town by the applicant.

(B) At minimum, mail notifications shall contain the following information:

- (1) Explanation of the request;
- (2) Time, place and date of public hearing;
- (3) Phone number for information;
- (4) General location and address of the lands involved (if applicable);
- (5) That the application and supporting materials are available for inspection at Town Hall, specifying the Department and times the materials are available for review;
- (6) That persons may appear and be heard, subject to proper rules of conduct;
- (7) That written comments filed with the Town will be entered into the record;
- (8) That the hearing may be continued from time to time as necessary;
- (9) That any person who decides to appeal a decision made at the public hearing is advised they will need a record of proceedings and that accordingly, they may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based;
- (10) That persons with disabilities requiring accommodations in order to participate should contact the Town Clerk (provide phone number) at least 24 hours in advance of the public hearing to request such accommodation; and
- (11) Any other information required by law, noting that advertisements for comprehensive plan amendments and certain rezonings are specifically regulated by F.S. § 166.041, as may be amended from time to time.

(C) In addition to subsections (A) and (B), above, quasi-judicial hearing notices shall inform all ~~affected persons~~ recipients that they will be allowed to present evidence at the hearing and bring forth witnesses provided they meet the requirements of a party intervenor and submit a request to the Town to intervene as a party intervenor no less than five (5) working days prior to the hearing, as set forth in section 120-030. ~~notify and file the required forms available at the Town Clerk's Office.~~

Section 14. Article 125 “Vested Rights Determinations” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

ARTICLE 125 – VESTED RIGHTS DETERMINATIONS

Sec. Section 125-005. Generally.

(A) The Town Council recognizes that certain land development rights of property owners may be vested with respect to approved land uses, density or intensity of development and/or

staging or phasing of development. Any person claiming vested rights to develop property shall make an application for a vested rights determination with the Town Manager. The application shall contain information sufficient to enable a determination to be made whether the land development right(s) is vested. The applicant shall submit any relevant supporting information, including development orders, development permits, contracts, letters, appraisals, reports, or any other documents upon which the application is based. The applicant shall specifically identify in the application those provisions of the Comprehensive Plan or land development regulations the applicant believes should not apply because of vesting.

Sec. Section 125-010. Procedure.

- (A) The Town Manager shall review the application and any supporting documents and may consult with the Town Attorney's Office. If the application is determined to be incomplete, the applicant will be sent a written statement specifying the deficiencies. The Town Manager shall render a determination within 30 sixty (60) calendar days of receiving all information the Town Manager deems necessary to make the determination.
- (B) ~~If An applicant may appeal the determination of the Town Manager receives a notice of appeal from the applicant within 30 days of mailing the determination to the applicant by certified mail, the appeal shall be scheduled for a public hearing before the Town Council, which may uphold or reverse the Manager's determination pursuant to Article 145, "Administrative Appeals."~~
- (C) All vested rights determinations shall be based upon whether vested rights have been created pursuant to ~~the provisions set forth within this article~~, applicable statutes, or established case law, and shall consider whether any time limitation is applicable to such vested rights.
- (D) A vested rights determination may be suspended or revoked upon a showing by the Town that the determination was made based upon false, inaccurate, misleading or incomplete information submitted by the applicant. A vested rights determination shall not be revoked prior to a hearing being held by the Town Council. Notice of the revocation hearing shall be given at least thirty (30) calendar days prior to the hearing.

Sec. Section 125-015. - Standards for claims for vested rights, subject to changes in Florida law and applicable case law.

- (A) There was a valid, unexpired act of an agency of the Town upon which the applicant reasonably relied in good faith; and
- (B) The applicant, in reliance upon the valid, unexpired act of an agency of the Town, has made a substantial change in position or has incurred extensive obligations or expenses; and
- (C) It would be inequitable, unjust, or fundamentally unfair to destroy the rights acquired by the applicant.

(D) The following are not considered development expenditures or obligations in and of themselves, without more, unless the applicant was unable to obtain further approvals because of extraordinary delays, beyond the applicant's control:

- (1) Expenditures for legal and other professional services that are not related to the design or construction of improvements.
- (2) Taxes paid.
- (3) Expenditures for initial acquisition of land.

(E) The casual, temporary or illegal use of land or a structure, or part thereof, shall not be sufficient to create any vested rights in the continuance of such a use.

(F) It is recognized that there may be additional circumstances where some vested rights have arisen which are not specified above.

Section 15. 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 16. 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 17. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 18. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __DAY OF ____, 202__.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐

PHILLIS MANIGLIA, COUNCILMEMBER
 LISA EL-RAMEY, COUNCILMEMBER
 _____, COUNCILMEMBER

☐	☐	☐
☐	☐	☐
☐	☐	☐

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
 LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
 ____ DAY OF _____, 202__.**

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCILMEMBER	☐	☐	☐
_____, COUNCILMEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

 Mayor Anita Kane

 Town Clerk

 Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

 Councilmember Phillis Maniglia

 Office of the Town Attorney

 Councilmember Lisa El-Ramey

 Councilmember

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, April 1st, 2025

SUBJECT: Council Appointment to Intergovernmental Boards, Advisory Committees, and General Membership Organizations

Background:

The Town of Loxahatchee Groves maintains a standardized reference document outlining the various intergovernmental boards, advisory committees, and general membership organizations on which members of the Town Council may serve. This resource is designed to support the Town's continued engagement in regional policy discussions, legislative advocacy, and collaborative initiatives with neighboring municipalities, county partners, and state-level associations.

The purpose of reviewing this document annually is to ensure that all appointments are current, reflect the availability and interests of Council Members, and promote consistent representation of the Town of Loxahatchee Groves in matters that impact local governance, infrastructure, public safety, economic development, and more.

This year's document has been updated for clarity and ease of reference and includes descriptions, contact information, and meeting schedules for each entity.

Recommendation:

Staff recommends that the Town Council:

1. **Review** the updated list of community boards, advisory committees, and general membership organizations; and
2. **Appoint** a Regular and Alternate Representative for each listed body to serve on behalf of the Town of Loxahatchee Groves for Fiscal Year 2025/26.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



TOWN REPRESENTATION ON VARIOUS BOARDS AND COMMITTEES 2025/2026

I. Palm Beach County League of Cities (PBCLC)

Description: Advocates for local governments, provides legislative updates, and promotes collaboration among all municipalities.

Website: www.palmbeachcountyleagueofcities.com

Contact: (561) 355-4484 | pbcloc@pbcgov.org

Meeting Info: General Membership meets monthly, typically on the 4th Wednesday.

Additional Boards/Committees:

- Board of Directors
- Legislative Advocacy Committee
- Education Committee

Regular Representative: _____

Alternate Representative: _____

II. Florida League of Cities (FLC)

Description: The FLC serves as the united voice for Florida's municipalities, advocating for local self-government and providing resources to support municipal governance.

Website: floridaleagueofcities.com

Contact: (850) 222-9684 | info@flcities.com

Meeting Info: Various conferences and meetings throughout the year.

Regular Representative: _____

Alternate Representative: _____

FLC Legislative Policy Committees

Development, Code Compliance, and Redevelopment Committee

Regular Representative: _____

Finance and Taxation Committee

Regular Representative: _____

Intergovernmental Relations, Mobility, and Emergency Management Committee

Regular Representative: _____

Municipal Operations Committee

Regular Representative: _____

Utilities, Natural Resources, and Public Works Committee

Regular Representative: _____

Meeting Info: Committees typically meet three times in the fall.

Note: Appointments are made by the FLC president.

III. Florida Municipal Insurance Trust (FMIT)

Description: Provides risk management and insurance services tailored to municipalities.

Website: insurance.flcities.com

Contact: (800) 445-6248 | fmit@flcities.com

Meeting Info: As needed via Florida League of Cities' events.

Additional Boards/Committees:

- FMIT Advisory Board

Regular Representative: _____

Alternate Representative: _____

IV. Florida Municipal Investment Trust (FMIVT)

Description: Investment program helping municipalities manage public funds with professional oversight.

Website: flcities.com/FMIVT

Contact: (850) 222-9684 | info@flcities.com

Meeting Info: Periodic finance and strategy briefings/webinars.

Additional Boards/Committees:

- FMIVT Board of Trustees

Regular Representative: _____

Alternate Representative: _____

V. Intergovernmental Plan Amendment Review Committee (IPARC)

Description: The purpose of IPARC is to achieve coordination of local comprehensive plans in accordance with Part II of Chapter 163, Florida Statutes. Palm Beach County Page 3 - IC 1989 Comprehensive Plan Revised 2/05/2025 Ordinance 2025-04. This also establishes an intergovernmental coordination program for reviewing proposed changes to adopted comprehensive plans with minimal bureaucracy and expense. Additionally, it provides an opportunity to resolve potential disputes with the least amount of infringement upon existing processes. The Intergovernmental Program provides an ideal structure for addressing intergovernmental conflicts and serves to organize local governments to address multijurisdictional issues.

Contact: Anna Yeskey | amyeskey@bellsouth.net | (561) 434 - 2575

Regular Representative: _____

Alternate Representative: _____

VI. Palm Beach Transportation Planning Agency (TPA)

Description: Plans and funds transportation projects in Palm Beach County.

Website: www.palmbeachtpa.org

Contact: (561) 725-0800 | info@PalmBeachTPA.org

Meeting Info: Governing Board meets monthly, 3rd Thursday at 9 AM.

Additional Boards/Committees:

- Governing Board
- Bicycle, Trailways and Pedestrian Advisory Committee
- Technical Advisory Committee
- Citizens Advisory Committee – **Resident Appointment by Council Representative**

Regular Representative: _____

Alternate Representative: _____

VII. Treasure Coast Regional Planning Council (TCRPC)

Description: Focuses on economic development, emergency preparedness, and sustainable planning for SE Florida.

Website: www.tcrpc.org

Contact: (772) 221-4060 | info@tcrpc.org

Meeting Info: 3rd Friday monthly at 9:30 AM in Stuart.

Additional Boards/Committees:

- Comprehensive Economic Development Strategy Committee
- Regional Emergency Planning Committee

Regular Representative: _____

Alternate Representative: _____

VIII. Business Development Board (BDB) of Palm Beach County

Description: Drives economic development by attracting, retaining, and expanding businesses across the county.

Website: www.bdb.org

Contact: (561) 835-1008 | info@bdb.org

Meeting Info: Monthly task force meetings and special events.

Committees/Task Forces:

- Education & Workforce Development

- Financial Services
- Life Sciences & Healthcare
- Manufacturing
- Real Estate Roundtable

Regular Representative: _____

Alternate Representative: _____

IX. Central Palm Beach County Chamber of Commerce

Description: Supports business development and economic opportunity throughout central/western Palm Beach County.

Website: www.cpbchamber.com

Contact: (561) 790-6200 | info@cpbchamber.com

Meeting Info: Varies by committee and event.

Potential Committees:

- Ambassadors Committee
- Economic Development Committee
- Education Committee
- Government Affairs Committee
- Health and Wellness Committee
- Women in Business Committee

Regular Representative: _____

Alternate Representative: _____

X. Western Communities Council of Palm Beach County

Description: Cooperative alliance of western municipalities addressing land use and shared challenges.

Website: www.westernpbcouncil.org

Contact: (561) 791-4000 | westernpbcouncil@gmail.com

Meeting Info: Meets quarterly, hosted by member municipalities.

Regular Representative: _____

Alternate Representative: _____

XI. School District of Palm Beach County

Description: Supports student safety, transportation, and development in coordination with municipalities.

Website: www.palmbeachschools.org

Contact: (561) 434-8000 | publicinfo@palmbeachschools.org

Meeting Info: Twice monthly, typically Wednesdays at 5 PM.

Additional Boards/Committees:

- Intergovernmental Coordinating Committee
- Education Advisory Committees

Regular Representative: _____

Alternate Representative: _____

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: April 1, 2025

SUBJECT: Committee Schedules, Existing Assignments, and Working Drafts

Background:

Please see the attached committee schedules, existing assignments, and working drafts currently in place.

Recommendations:

Review, discuss and direct staff.



**LOXAHATCHEE
GROVES**
— F L O R I D A —

UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE

MEETING SCHEDULE: 2ND MONDAY OF THE MONTH @ 6 PM

<i>MEETING DATES(S)</i>	<i>Meeting Confirmation (1 month prior to Committee Meeting)</i>	<i>Two (2) Weeks prior to the meeting date: Final Review of Agenda Items & Preparation</i>	<i>One (1) Week Prior to the Committee Meeting by 5:00 P.M.</i>
Monday, April 14, 2025 Monday, May 12, 2025 Monday, June 9, 2025 Monday, September 8, 2025 Monday, October 13, 2025 Monday, November 10, 2025 Monday, December 8, 2025	Monday, March 17, 2025 Monday, April 14, 2025 Friday May 12, 2025 Monday, August 11, 2025 Monday, September 15, 2025 Monday, October 13, 2025 Monday, November 10, 2025	Monday, March 31, 2025 Monday, April 28, 2025 Friday, May 26, 2025 Monday, August 25, 2025 Monday, September 29, 2025 Monday, October 27, 2025 Monday, November 24, 2025	Monday, April 7, 2025 Monday, May 5, 2025 Friday, June 2, 2025 Monday, September 1, 2025 Monday, October 6, 2025 Monday, November 3, 2025 Monday, December 1, 2025

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Agritourism Committee

FROM: Ruth Holmes and Jim Fleischmann

DATE: April 1, 2024

SUBJECT: Recommendations for Agritourism Offsite Impacts

The Agritourism Committee (Committee) has reviewed the provisions in the Town's Code of Ordinances that may relate to off-site impacts. The following is a list of the impacts discussed, including existing Town Code references and Committee recommendations for their use, revision or replacement. The Committee is asked to confirm or revise each of the recommendations.

Traffic

A. Townwide Traffic Volume

1. The Committee has recommended that the Town adopt townwide local traffic standards to regulate the flow of traffic throughout the Town.
2. The Town's Code does not currently have townwide standards. Such standards are normally based upon acceptable maximum daily and/or peak hour traffic volumes and the projected traffic generation of the various uses that occur in Town.

B. Townwide Traffic Safety

1. The Town's Code contains two principal sections related to traffic safety that the Committee has recommended to be retained on a townwide basis, including as they apply to Agritourism uses; ULDC Section 105-005 *Site Distance Triangle*; and Section 100—045 (6) which prohibits parking on local streets. Copies of these ULDC Sections are included in Attachment A.

2. A requirement for the use Palm Beach Fire Rescue (PBFR) access standards (20-foot driveway width; 13 feet 6-inch clearance; and 90-foot turnaround – circular driveway O.K.). The Committee has recommended that PBFR access standards be used by Agritourism businesses. A recommendation for a Code amendment to require townwide use has not been made.

Parking

The Code does not contain minimum parking requirements for Agritourism. It was discussed by the Committee to use the parking provisions in Code Section 80-025 *Special Event Permits* although no final recommendation was made. A copy of Section 80-025 is included in Attachment B. A code revision to permit off-site parking under certain circumstances should be investigated.

Noise

The Committee reviewed Sec. 50-010, ULDC, which sets forth the townwide regulations for excessive noise. The Committee recommended that the following hours of operation, rather than decibel levels, be used for Agritourism. Monday – Thursday close at 10:00 p.m.; Friday – Sunday close at Midnight. The Committee also recommended that, if decibel levels are to be the Townwide standard, acceptable levels need to be revised above the current standard of 55dB in order to account for levels generated by normal agricultural operations and further reviewed for appropriate hours of operation. A copy of Section 50-010 is included in Attachment C.

Lighting

The Committee reviewed Sec. 50-030, ULDC, which sets forth the townwide regulations for outdoor lighting. The Committee recommends that use of lumens as the standard be reviewed and updated to reflect the same hours of operation that are recommended in the section on Noise, above, and an additional 2 hours be added for cleanup after event closing. Code Section 50-030 is included in Attachment D. Further, refer to Section 80-025 (F) in Attachment B.

Odors

The Committee reviewed Sec. 50-025, ULDC, which sets forth the townwide regulations for objectionable odors. The Committee recommends that these regulations not be applicable to agriculture and agritourism activities. Section 50-025 is included in Attachment E.

Vibrations

The Committee reviewed Sec. 50-020(Y)(2) ULDC, which sets forth the townwide regulations for vibration. The Committee recommends that these regulations not be applicable to agriculture and agritourism activities. Section 50-020 is included in Attachment F.

Dust

The Committee reviewed Sec. 155-010,(Z) ULDC, which requires site plan applications within the Town address visible emissions and particulate matter (including dust, smoke, soot, and aerosols) and Sec. 170-025(A)(9), ULDC, which requires that uses seeking special exception approval within the Town will not result in the creation of incompatible dust. The Committee recommends that these regulations not be applicable to agriculture and agritourism activities. Sections 155-010 and 170-025 are included in Attachment G.

Signage

The Committee discussed the issue of signage with most of the emphasis being on off-site signs. Which are not currently permitted by code. Signs are regulated Townwide in Code Section 90 *Signs*. Signs are regulated by zoning district, with some additional regulations related to prohibited or temporary signs effective in all districts. As agritourism will occur in the AR zoning district, basic sign regulations are in Section 90-040 (A). Code sections pertinent to signs in the AR District are included in Attachment H. A code revision to permit certain types of off-site signs under certain circumstances should be investigated.

Substantial Offsite Impacts

The Committee recommends that the townwide standards for traffic, parking, noise and outdoor lighting, as discussed above, are generally appropriate limits to control and regulate potential offsite impacts generated by agritourism activities. Further, regulations to govern offsite parking and signage in the AR zoning district should be incorporated within the Town Code.

Mitigation of substantial offsite impacts

The Committee reviewed the proposed mitigation provisions in the draft Ordinance. The Committee recommends that these mitigation provisions be deleted. The Committee recommends that alleged substantial offsite impacts be brought through the code enforcement process.

Business Tax Receipt (BTR)

The Committee discussed BTRs as they relate to Agritourism uses. Although a consensus was not determined, either pro or con, there was some support for businesses voluntarily filing a BTR.

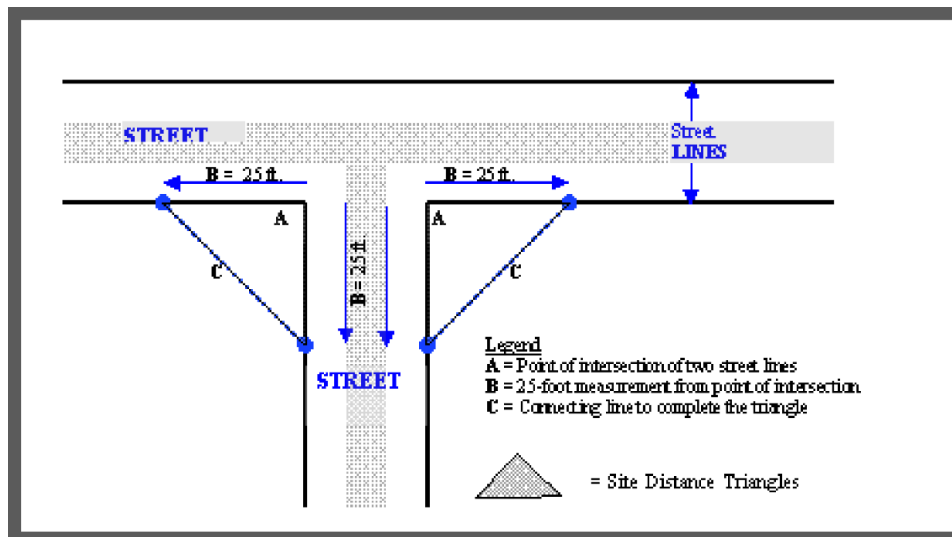
Agritourism Website

The Committee discussed the possibility of incorporating an Agritourism page on the Town's Official Website to potentially consist of general information on the creation and implementation of an Agribusiness and a list of businesses in Loxahatchee Groves. The draft general information component will be disseminated at the next Committee meeting.

ATTACHMENT A - TRAFFIC

100-045(6) Section 105-005. Sight distance triangle.

- (A) The Town hereby establishes a mandatory sight distance triangle for the purposes of ensuring adequate cross visibility at the following types of intersections:
- (1) *Intersection of driveway and street.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
 - (2) *Intersection of trail and street.* Where a trail intersects a street, the triangular area of property on both sides of a trail, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
 - (3) *Intersection of two streets.* Where two streets intersect, the triangular area of property on all sides of the intersection, measured 25 feet from the intersection, and on the street line, measured 25 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
- (B) Within any sight distance triangle described in paragraph (A), above, it shall not be permissible to install, set out or maintain, or to allow the installation, setting out or maintenance of, either temporarily or permanently, any vehicular parking space, sign, fence or wall, hedge, shrubbery, tree, earth mound, natural growth or other obstruction of any kind which obstructs cross-visibility at a level between 30 inches and eight feet above the level of the center of the adjacent intersection except that:
- (1) Fences or walls within the sight triangle can be constructed in such a manner as to provide adequate cross-visibility over or through the structure between 30 inches and eight feet in height above the driving surface.
 - (2) Trees having limbs and foliage can be trimmed in such a manner that no limbs or foliage extend into the area between 30 inches and eight feet above the level of the center of the adjacent intersection.
 - (3) Fire hydrants and public utility poles are permissible.
 - (4) Street markers and traffic control devices are permissible.



Section 100-045. Minimum standards for public and private streets.

The design and construction of public and private streets shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with current Town standards, including those contained in this article. Should a developer elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be submitted for approval and evaluated for adequacy on an individual basis by the Town Engineer.

- (A) *Local roadway design standards.* The design of all local roadways (public and private) shall be as follows:
 - (1) *Volume.* Typical volume of local roadways shall be between zero and 2,000 vehicles per day.
 - (2) *Access.* Local roadways shall provide primary access to residential and agricultural properties and limited commercial development. Cut-through traffic is to be discouraged. Other than connecting to Okeechobee Boulevard or Southern Boulevard, local roadways shall not provide access to or from areas outside the Town's corporate limits.
 - (3) *Design speed.* Local roadways shall be designed for travel at a maximum of 30 miles per hour.
 - (4) *Required right-of-way dedication.* The minimum right-of-way dedication for all new local roadways shall be 30 feet, however, at the discretion of the Town Engineer, this minimum may be increased in order to provide sufficient drainage, canal maintenance, or to implement the Loxahatchee Groves Master Roadway, Equestrian and Greenway Plan, 2009 (MREG, 2009).
 - (5) *Construction of roadway.* The entire width of the right-of-way shall be demucked before construction of the roadbed begins. No material of FDOT Class A-5, A-7 or A-8 shall be allowed. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. The top 12 inches of the undisturbed soil shall be compacted to 100 percent of maximum dry density as per AASHTO T-99-C. Unless otherwise approved by the Town Engineer, lime rock or shell rock bases shall be at least six inches thick and shall have a minimum LBR of 100. Base material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. Roadway surface shall consist of at least a three-inch layer of open graded emulsified mix (OGEM) or a surface material of equivalent durability, as certified by an engineer.
 - (6) *On-street parking.* Parking on local roadways is prohibited.
 - (7) *Traffic calming.* The Town Council shall have the authority to approve traffic calming devices.
 - (8) *Turnaround.* Any local roadway that does not conclude as an intersection of another roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.
 - (9) *Other.* Traffic signals, curbs, turn lanes, medians and sidewalks shall not be provided unless specifically required by the Town Engineer.
 - (10) *[Governed by District.]* Standards for roadways under the jurisdiction of the Loxahatchee Groves Water Control District shall be governed by standards developed by the District.

ATTACHMENT B - SPECIAL EVENTS (Selected Sections Only)

Section 80-025. Special event permits.

- (D) *Access.* Vehicular access onto any plot used for a special event shall be only from a public street as specified in subsection (B), above.
- (E) *Parking.* Event parking shall comply with the requirements of Article 95, "Parking and Loading" insofar as the amount of spaces required, minimum parking space size, and minimum aisle widths. All parking spaces may be on an unpaved surface. Temporary barriers, guides, signs, and other temporary markings shall be erected and placed around and within the parking area to facilitate safe and efficient vehicular traffic flow on site.
- (F) *Lighting.* Temporary lighting used to illuminate the special event after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with Section 50-030, "Outdoor Lighting."
- (H) *Signs.* One temporary sign advertising the event may be erected on the plot where the event will be held not more than 14 days prior to the event. Such signs shall be no larger than 24 square feet in sign area and no higher than ten feet above the ground, and shall observe the site distance triangle requirement of Article 105, "Sight Distance." The sign shall be removed by the permit holder within three days of the conclusion of the special event.

ATTACHMENT C - NOISE

Section 50-010. Excessive noise.

- (A) The following are prohibited in the Town in that such activities create excessive noise.
 - (1) Any use, activity or operation which generates a sound level of 55 dB or greater on any surrounding property between the hours of 7:00 a.m. and 10:00 p.m.
 - (2) Any use, activity, or operation which generates a sound level of 50 dB on any surrounding property between the hours of 10:00 p.m. and 7:00 a.m.
 - (3) Any use, activity or operation that creates a sound level in excess of the foregoing limits for more than ten percent of any time period of not less than ten minutes, shall be a violation of these regulations.
- (B) Sound Level Measurement Compliance shall be determined using a Type 2 or equivalent sound level meter using the A Weighting Scale in accordance with the standards of the American National Standards Institute (ANSI). All measurements shall be made with a sound meter at the required structural setbacks of the property of the landowner filing the complaint.
- (C) The following exceptions apply:
 - (1) Outdoor events (operating with a valid permit)
 - (2) Government sanctioned activities (e.g., parades, Town celebrations)
 - (3) Temporary, Portable Generators used only during periods of electrical power outages in utility distribution systems maintained by the utility service provider.
 - (4) Sound generated from motor vehicles legally operating on any public right-of-way regulated by F.S. ch. 316, (Uniform Traffic Control Law).

ATTACHMENT D - LIGHTING

Section 50-030. Outdoor lighting.

- (A) *Purpose and intent.* The purpose and intent of this section is to preserve, protect, and enhance the lawful nighttime use and enjoyment of any and all property through the use of appropriate lighting practices and systems. Furthermore, it is to preserve the rural character of the Town of Loxahatchee Groves and promote the health, safety and welfare of the residents by establishing maximum intensities of lighting and controlling glare from lighting fixtures. The provisions of this section shall apply to all outdoor lighting from an artificial light source.
- (B) *Definitions.* In addition to terms defined in Article 10, "Definitions, Abbreviations, and Construction of Terms", the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning. In the absence of a specific technical definition, words and phrases shall have those definitions and meanings as provided by the Illuminating Engineering Society of North America.
- (1) *Athletic field lighting.* Any lighting greater than 35 feet in height utilized to illuminate sports facilities.
 - (2) *Area light.* Light that produces more than 1,800 lumens.
 - (3) *Cutoff, full.* A lighting fixture that emits zero percent of its light above 90 degrees and only ten percent above 80 degrees from horizontal.
 - (4) *Floodlight.* Any light that produces no more than 1,800 lumens in a broad beam designed to saturate or illuminate a given area with light. Generally, flood lights produce from 1,000 to 1,800 lumens. Floodlights are directional fixtures.
 - (5) *Glare.* The sensation produced by lighting that results in annoyance, discomfort or a reduction of visual performance and visibility, and includes direct and reflected glare. All directional fixtures and any fixture with an output of more than 1,800 lumens that is visible, either directly or by reflection, from adjacent properties or streets shall be considered to cause glare.
 - (6) *Open air parking.* Open air parking shall be synonymous with the term vehicular use area, as defined in ULDC Section 85-015(E).
 - (7) *Outdoor lighting.* Lighting located outside of an enclosed building, or otherwise installed in a manner that lights any area other than the inside of an enclosed building.
 - (8) *Residential and agricultural recreational lighting.* Fixtures of a type or intensity designed or used to light sports courts or equestrian riding areas.
 - (9) *Spotlight.* Any lighting assembly designed to direct the output of a contained lamp in a specific, narrow and focused beam, with a reflector located external to the lamp. Spotlights are directional fixtures.
 - (10) *Stadium lighting.* See the definition for "athletic field lighting."
 - (11) *Temporary lighting.* Portable lights used for a special purpose, on a temporary and rare or infrequent basis, limited to motor vehicle lights during the normal operation of the vehicles, emergency services lights and handheld flashlights and spotlights.
 - (12) *Uplighting.* Light projected above the horizontal plane formed by the top of fixture.

(C) *Prohibited outdoor lighting.* The following types of outdoor lighting are not permitted in the Town of Loxahatchee Groves.

- (1) Uplighting, unless limited to 1,000 lumens and either shielded by an architectural overhang or landscape element or used to illuminate the flag of the United States of America.
- (2) Area lights other than those with full cutoff fixtures.

ATTACHMENT E - ODORS

Section 50-025. Objectionable odors.

No person shall cause, suffer, allow or commit the discharge of air pollutants which contribute to an objectionable odor in accordance with Rule 62-296.320(2) F.A.C., as may be amended from time to time.

ATTACHMENT F - VIBRATIONS

Section 50-020. Vibration.

In all districts, no use shall operate nor any activity take place so as to produce vibration noticeable by a person of reasonable sensitivity at the property line, including bass emanating from audio speakers.

ATTACHMENT G- DUST

Section 155-010. Submission requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," an application for site plan approval or modification shall include the items and information listed below. The overall size of the site plan shall be 24 inches by 36 inches, drawn at a scale not less than one inch equals 50 feet, unless a smaller scale is permitted by the Town Manager. The Manager may waive a submittal requirement if, in the Manager's opinion, it is not necessary for proper evaluation of a proposed site plan due to the limited scope of the proposal or the existence of previously submitted information that satisfies a submittal requirement.

- (Z) Additional documentation for non-residential site plans. An applicant for site plan approval for a non-residential use shall provide written documentation with the application demonstrating the specific measures that will be taken to prevent or minimize impacts upon adjacent residential plots within 250 feet of a boundary of the site plan. These impacts include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Specific measures include but are not limited to the provision of setbacks, buffers, landscaping, fencing, walls, and/or other measures as required by the ULDC.

Section 170-025. Special exception use review standards; Town Council action.

- (A) The Town Council shall review Category A special exception applications to determine whether the special exception use complies with the following standards. The Town Manager shall review Category B applications to determine whether the special exception use complies with the following standards:
 - (9) That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.

ATTACHMENT H – SIGNS

Section 90-010. Definitions. (Partial List)

Area of sign. The total area of each sign face which may be used to display copy, including background, but not including the frame and structural supporting elements. Where a sign is composed of individual letters, characters or symbols applied directly to a building, canopy, marquee, mansard, fascia, facade, parapet, awning, wall or fence, the area of the sign shall be the smallest rectangle, triangle or circle which will enclose all of the letters, characters or symbols. The area of a double-faced sign shall be the total area of each sign face.

Balloon sign. A type of sign that is temporary, three-dimensional, and usually made of non-rigid material, inflated by air or other means to a point of semi-rigidity and used for advertising purposes, with or without copy.

Banner or pennant sign. A type of sign, with or without a frame and with or without characters, letters, symbols or illustrations, made of cloth, fabric, paper, vinyl, plastic or other non-rigid material for the purpose of gaining the attention of persons.

Bench sign. Any sign painted on or affixed to a bench or to a shelter for persons awaiting public transportation.

Directional sign. A sign, with or without a directional arrow, designed to direct the public to a facility or service or to direct and control traffic, such as entrance and exit signs, and which does not contain any other commercial advertising.

Directory sign. A sign, which may consist of an index, designed to provide the names of tenants in an office building, shopping center or other multi-tenant complex.

Fence or wall sign. A type of sign attached to and erected parallel to the face of or painted on a fence or free-standing wall and supported solely by such fence or free-standing wall.

Garage sale sign. A sign designed to advertise the sale of personal property by the person or family conducting the sale in, at or upon residentially zoned or residentially used property. Garage sale signs shall include lawn sales, yard sales or any similar designation.

General information sign. A sign designed to provide information on the location of facilities or a warning to the public regarding the premises where the sign is located, such as entrance or exit signs, caution, no trespassing, no parking, tow-away zone, parking in rear, disabled parking, restrooms, etc., and containing no commercial advertising.

Identification sign. A sign designed to provide the name, owner, address, use, and/or service of a particular activity located on the premises where such sign is displayed.

Mobile sign. Any type of sign not permanently attached to a wall or the ground or any other approved supporting structure, or a sign designed to be transported, such as signs transported by wheels, mobile billboards, sandwich signs, sidewalk signs, curb signs, and unanchored signs.

Monument sign. A type of freestanding sign supported by an internal structural framework or integrated into a solid structural feature other than support poles. In order to qualify as a monument sign, the supporting structure shall not be less in width than 50 percent of the sign face, inclusive of any box, cabinet, or frame.

Off-premises sign. A sign, other than a billboard, designed to direct attention to a business, commodity, service, product or activity not conducted, sold, offered or available on the premises where such sign is located.

Outdoor event sign. A temporary sign designed to identify an outdoor event which is of general interest to the community.

Pole sign. A type of free-standing sign erected upon a pole or poles which are visible and wholly independent of any building or other structure for support.

Traffic control sign. Any sign designed to control traffic on public streets or private property, such as speed limit, stop, caution, one-way, do not enter, tow-away zone or no parking signs.

Section 90-015. Prohibited signs.

The following types of signs are prohibited in the Town of Loxahatchee Groves unless specifically permitted by Section 90-050, "Promotional signs."

- (A) Animated signs;
- (B) Balloon signs;
- (C) Banner or pennant signs;
- (D) Bench signs;
- (E) Billboards;
- (F) Mobile signs;
- (G) Pole signs;
- (H) Projecting signs;
- (I) Roof signs;
- (J) Snipe signs;
- (K) Strip lighting.

Section 90-020. Temporary signs.

The following types of signs are permitted in the Town of Loxahatchee Groves on a temporary basis:

- (A) Garage sale sign;
- (B) Project sign;
- (C) Real estate sign;
- (D) Seasonal or holiday signage.
- (E) Other signs, including opinion signs, to be used on a temporary basis.

Section 90-040. Standards by sign type and zoning district.

- (A) The following signs are permitted in the Agricultural Residential (AR) zoning district subject to the requirements below. All signs in residentially zoned districts shall not be illuminated unless it is holiday signage.

(1) *Mandatory building identification sign:*

Sign face area	0.5 sq. ft. (min)—2 sq. ft. (max)
Lettering	3 in. (min)—8 in. (max)
Number of signs (maximum)	1 per dwelling unit
Attached/freestanding or both	Attached

(2) *Garage sale sign:*

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	4 per garage sale
Height	6 feet (max)
Other restrictions	Signs shall be removed after sale
Attached/freestanding or both	Freestanding

(3) *Real estate sign:*

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) shall be removed after sale
Attached/freestanding or both	Freestanding

(4) *Seasonal or holiday signage:*

Sign face area	Not applicable
Other restrictions	Signage shall not be erected more than four weeks before the holiday and shall be removed within two weeks after the holiday
Attached/freestanding or both	Both

(5) *Opinion sign:*

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) shall be removed within six weeks after election or final decision on issue (if applicable)
Attached/freestanding or both	Freestanding

Section 90-045. Temporary signs.

- (A) A permit as required in Section 05-040 shall be obtained for any temporary sign six square feet or larger in size.
- (B) No more than four temporary signs shall be erected per plot for any period of time.

- (C) Temporary signs shall not be larger or higher than any permanent sign permitted on the premises where the sign will be located.
- (D) No temporary sign shall be placed on public property or in a public ingress/egress easement. Signs placed in violation of this provision shall be considered abandoned and shall be subject to removal without notice by the Town.
- (E) Lighting of temporary signs is prohibited.
- (F) Unless otherwise stated, temporary signs shall be removed within six months from the date that the sign was erected.

Section 90-060. Flags.

Flags in residential zoning districts are permitted up to six feet in area and may be mounted on a flag pole not exceeding 15 feet in height. Flags in non-residential zoning districts are permitted up to 144 feet in area and may be mounted on a flag pole not exceeding 50 feet in height. A maximum of four flags are permitted per each plot of land.

Section 90-070. Sign permit requirements.

- (F) Permit exemptions. Permits shall not be required for the following signs:
 - (1) Temporary signs six feet in area or height or less;
 - (2) Holiday signage;
 - (3) Murals;
 - (4) Flags;
 - (5) Public service signs;
 - (6) Traffic control signs;
 - (7) Any sign on a plot, or portion of a plot, used as a farm and pertaining to farm activities

Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

[Title XIV](#)

TAXATION AND FINANCE

[Chapter 205](#)

LOCAL BUSINESS TAXES

[View Entire Chapter](#)

205.064 Farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural, and tropical fish farm products; certain exemptions.—

(1) A local business tax receipt is not required of any person for the privilege of engaging in the selling of farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural, or tropical fish farm products, or products manufactured therefrom, except intoxicating liquors, wine, or beer, when such products were grown or produced by such person in the state.

(2) A wholesale farmers' produce market may pay a tax of not more than \$200 for a receipt that will entitle the market's stall tenants to engage in the selling of agricultural and horticultural products therein, in lieu of such tenants being required to obtain individual local business tax receipts to so engage.

History.—s. 1, ch. 74-271; s. 2, ch. 87-367; s. 17, ch. 2006-152; ss. 3, 9, ch. 2011-7; HJR 7103, 2011 Regular Session.

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BUSINESS TAX RECEIPT (BTR) FEE EXEMPTION REQUEST

TOWN OF LOXAHATCHEE GROVES

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

Name of Applicant: _____

Name of Business/Organization/Entity: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if different from above): _____

City: _____ State: _____ Zip: _____

Local BTR #: _____

Federal Employer Identification Number (FEIN): _____

or Social Security Number: _____

Contact Person: _____ Title/Relationship: _____

Phone: _____ Alternate Phone: _____

Email: _____

I, the Applicant, do hereby attest, under penalty of perjury, that I (check one):

- ☐ am a veteran of the United States Armed Forces who has been honorably discharged, or the spouse or unremarried surviving spouse of such a veteran;
- ☐ am the spouse of an active duty military servicemember who has relocated to the Town of Loxahatchee Groves pursuant to a permanent change of station order;
- ☐ am a person who is receiving public assistance as defined in Section 409.2554, Florida Statutes; or
- ☐ am a person whose household income is below 130 percent of the federal poverty level based on the current year's federal poverty guidelines;

AND (check one):

- ☐ own a majority interest in the Business and the Business has fewer than 100 employees; or
- ☐ this section is not applicable to me.

OR

- ☐ am a disabled person physically incapable of manual labor, a widow with minor dependents, or 65 years of age or older; and
- have not more than one (1) employee or helper;
 - use my own capital only (not in excess of \$1,000); and
 - am a resident of the Town of Loxahatchee Groves.

And, with this request, I am providing written documentation in support of my request to the Town of Loxahatchee Groves (i.e. discharge papers, proof of income, Sunbiz reports, physician certification*). I understand that this request will not be processed without supporting documentation being provided.

*Sample Form for Physician Certification is attached hereto as Exhibit "A".

I further attest that if granted, this exemption will only be used in the manner authorized under the provisions of Chapter 205, Florida Statutes, and I understand that this exemption does not apply to any amount required by law for the issuance of a license to sell intoxicating liquors or malt and vinous beverages.

APPLICANT:

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 20__, by _____, who is ☐ personally known to me or ☐ produced _____ as identification.

(Signature of Notary Public-State of Florida)

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

Exhibit "A"

PHYSICIAN CERTIFICATION FOR DISABLED PERSONS

STATE OF _____)

COUNTY OF _____)

I, _____, hereby certify that I am a licensed practicing physician, located at _____, Florida, and I am personally acquainted with _____ ("Applicant") who is an applicant for the exemption from payment of business tax under the provisions of Chapter 205, Florida Statutes, and that on _____ I have thoroughly examined the Applicant and found him or her to be physically disabled. The nature and extent of the Applicant's disability are as follows:

Signature

Print Name

Date:

Address:

Phone No.: _____

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Town of Loxahatchee Groves

Agritourism Committee Meeting Summary

Date: November 18, 2024

Time: 6:00 PM

Location: Town of Loxahatchee Groves

1. Meeting Proceedings

Call to Order & Roll Call

The Agritourism Committee meeting was officially called to order. Roll call confirmed the presence of committee members:

- **Chairperson:** Geoff Sluggett (Absent)
- **Vice Chairperson:** Manish Sood (Present)
- **Committee Members Present:** Joseph Chammas, Darrin Swank
- **Committee Members Absent:** Liza Holman (arrived late)
- **Town Representatives Present:** Town Manager Francine Ramaglia, Town Clerk Assistant Sammie Brown, Committee Liaison Jeff Kurtz
- **Additional Attendees:** Public Works Director Richard Gallant, Superintendent Craig Lower, Building Official Jacek Tomasik

Approval of Agenda & Minutes

- **Motion to approve the agenda** was made and seconded. **Motion passed unanimously.**
- **Motion to approve the minutes** from the previous meeting was made and seconded. **Motion passed unanimously.**

2. Special Event Discussion: Kodak Black Charity Event

A significant portion of the meeting focused on reviewing the proposed charity event by celebrity **Kodak Black**. The event was designed to raise funds for veterans and included a public gathering with music, food, and family activities. Originally planned for Palm Beach, the event was relocated due to security concerns and scheduling conflicts.

Key Discussion Points

1. Town's Response & Coordination

- The event organizers approached the town at the last minute, making it difficult to complete all required approvals.
- The town staff, including the **Town Manager, Public Works, and Legal Team**, worked quickly to review the feasibility of the event.
- Organizers praised the **pro-business attitude of the town staff**, stating they may consider future events in Loxahatchee Groves.

2. Regulatory Considerations

- The town relies on **Palm Beach County Fire & PBSO** for safety approvals, as Loxahatchee Groves does not have its own police or fire department.
- Event approval required:
 - **Fire Marshal's safety inspection**
 - **PBSO's traffic and security plan**
 - **Neighbor notifications and consent requirements** (a point of contention)
- Town staff and legal counsel suggested engaging **Palm Beach County Commissioners** to ensure better alignment on future agritourism events.

3. Definition of Public vs. Private Events

- The committee debated **what qualifies as an agritourism event** versus a special event.
- **Kodak Black's event** included farm-related activities and educational experiences but also featured large crowds and amplified music.
- The lack of a clear definition in the town code led to confusion on whether such events should fall under agritourism or require special permits.

4. Security & Emergency Services

- **PBSO Representative Captain Turner** explained that **private security firms** have no jurisdiction over public roads and cannot direct traffic.
- For an event with **1,000+ attendees**, PBSO would require at least **8-10 deputies** and a supervisor.
- **Fire Rescue requires an onsite ambulance for events exceeding 1,000 attendees.**

- The town **requires a 30-day notice** for special event applications, though some exceptions have been made.

5. Traffic & Parking Considerations

- The event planned to **issue 10,000 tickets**, with an expected crowd of **5,000 attendees**.
- Town officials stressed the **importance of offsite parking with shuttle services** to prevent road congestion.
- The event team had arranged for **40 off-duty officers for security**, but PBSO's approval was still required.
- **Committee Suggestion:** Require large events to **submit traffic flow plans** in advance.

6. Sound & Noise Regulations

- Committee members debated whether agritourism events should have **time-based noise regulations instead of strict decibel limits**.
- **Consensus:** Noise should be allowed up to **10:00 PM on weekdays** and **11:00 PM on weekends**, with **exceptions for holidays**.
- The committee passed a **motion to regulate noise by event timing rather than decibel limits**.

7. Defining "Substantial Offsite Impact"

- The committee reaffirmed the need for **clearer definitions** of what constitutes a substantial offsite impact.
- **Proposed metrics:**
 - **Traffic congestion thresholds** (e.g., number of vehicles per acre).
 - **Parking capacity requirements** (onsite or designated offsite lots).
 - **Event size limitations** (e.g., requiring special permits for events over **500 attendees at one time**).
- The town manager was tasked with refining these standards for future discussions.

3. Committee Recommendations & Next Steps

A. Special Event Thresholds

- Define a **maximum attendee count** before triggering special event requirements.
- **Tentative proposal: 500+ attendees at one time** triggers a **special event permit**.
- The town should require **traffic, parking, and emergency response plans** for events above this threshold.

B. Noise & Lighting Regulations

- **Noise curfew:**
 - **Weekdays: 10:00 PM**
 - **Weekends: 11:00 PM**
 - **Holidays (e.g., New Year's Eve): Midnight**
- Security lighting should be allowed past midnight but **must be directed inward** to avoid disturbing neighbors.

C. Parking & Traffic Management

- Require **onsite parking for standard agritourism events**.
- Large events must **secure offsite parking** and provide shuttle services.
- **PBSO must be consulted** for traffic control planning.

D. Fire Safety & Emergency Preparedness

- **Fire inspections should be encouraged for liability protection**, even if not mandatory.
- **Events with over 1,000 attendees require an onsite ambulance**.
- Large events must have an **approved emergency response plan**.

E. Engagement with County Officials

- The town should establish a **direct relationship with Palm Beach County Fire, PBSO, and Commissioners** to streamline event approvals.
- Encourage **pre-event site visits** to prevent last-minute compliance issues.

F. Best Management Practices (BMP) Guide

- Develop an official **BMP guide** for agritourism operators outlining:
 - Traffic & parking strategies.

- Noise management guidelines.
 - Lighting best practices.
 - Emergency preparedness requirements.
-

4. Conclusion & Adjournment

- The committee reaffirmed its commitment to **balancing agritourism with community interests.**
 - Future meetings will refine **event classification and offsite impact definitions.**
 - Meeting adjourned.
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**TOWN OF LOXAHATCHEE GROVES
AGRITOURISM COMMITTEE MEETING MINUTES**

SEPTEMBER 23, 2024, 6:02 P.M.

Meeting audio available in Town Clerk's Office.

CALLED TO ORDER

Chairperson Geoff Sluggett called the meeting to order at 6:02 p.m.

PLEDGE OF ALLEGIANCE

Chairperson Geoff Sluggett led every present in the Pledge of Allegiance.

ROLL CALL

Chairperson Geoff Sluggett, Vice Chair Manish Sood, Committee Member Joseph Chammas, Committee Liaison Jeff Kurtz, and Town Clerk Assistant Sammie Brown were present.

Committee Member Darren Swank and Committee Member Liza Holman were absent.

APPROVAL OF AGENDA

Chairperson Sluggett called for a motion to approve the agenda. A motion was made by Committee Member Sood and seconded by Committee Member Chamas to approve the agenda. The motion passed unanimously 3-0.

APPROVAL OF MINUTES

Regarding the minutes from the Agritourism Committee Meeting on August 26, 2024, Chairperson Sluggett opened discussion on the minutes. Committee Member Sood noted that he believes the minutes do not reflect the committee's request for a report on prior complaints related to Agritourism operations. It's important we include that for accountability. Chairperson Sluggett clarified that the request is documented under the 'Next Meeting Focus' section on page six of the agenda packet presenting the minutes.

A motion was made by Committee Member Chamas and was seconded by Committee Member Sood to approve the August 26, 2024, agenda meeting minutes as provided. The motion passed unanimously 3-0.

AGENDA ITEM 1

Chairperson Sluggett outlined, "The focus of tonight's discussion is traffic, parking, and noise. These have been identified as recurring concerns, particularly regarding code enforcement and operational challenges."

Chairperson Sluggett shared insights from the Code Enforcement Department, "There have been

very few complaints directly tied to Agritourism businesses. Most issues stem from property development concerns, such as obtaining permits for FDA compliance. Traffic and noise complaints primarily involve one business, which we won't name for privacy reasons. These were resolved without findings of violation or magistrate action."

Committee Member Chamas detailed his experience hosting a farm-to-table event: "I had about 150 attendees and managed it smoothly by hiring parking attendants. One person directed cars at the bridge, and another guided them to a designated area with space for 100 vehicles. This eliminated traffic backups. My background in valet parking made this an easy task."

Chairperson Sluggett noted, "This underscores the importance of planning. Events like this succeed when internal traffic flow and parking are well organized. When people self-park without guidance, it creates traffic queuing issues."

Chairperson Sluggett suggested, "The Town's planners and engineers should recommend thresholds based on property size and event type. For example, a 10-acre property hosting 500 cars should submit a parking plan."

Committee Liaison Jeff Kurtz added, "We've had success when business owners voluntarily approached the Town for guidance. For instance, Swank Farms resolved their traffic issues by hiring attendants and coordinating parking solutions."

Committee Member Sood proposed, "We should focus on off-site impacts like stacking and traffic flow. On-site management should remain the responsibility of the business owner unless it directly affects neighbors."

A motion was made by Committee Member Sood and seconded by Committee Member Chamas to define off-site impact standards (e.g., stacking, traffic, and weight limits) and to avoid regulation on-site parking management unless off-site impacts occur. The motion passed unanimously 3-0.

Chairperson Sluggett explained, "The Town's current noise ordinance limits sound to 55 decibels during the day and 50 decibels at night, measured at the property line. This is impractical and unenforceable for outdoor events, as even moderate rain exceeds these levels.

Committee Member Sood emphasized, "Continuous loud noise can disrupt the quality of life for neighbors. We need clear limits that balance business operations with community peace."

Committee Member Chamas shared, "Most Agritourism businesses, like Swank Farms, voluntarily shut off music by 9:30 or 10 PM. This practice works well and avoids complaints."

Proposals and Recommendations included setting consistent hours of operation. It is proposed that Loud music ends at 10 P.M. on weekdays and 11 P.M. on weekends. Cleanup activities are permitted until midnight.

Chairperson Sluggett suggested that special exceptions be provided. “Holiday events, such as New Year’s Eve, could qualify for extended hours through a special event permit.”

Committee Member Chamas explained, “Measuring decibels isn’t practical. A simpler approach is regulating hours of operation.”

A motion was made by Committee Member Sood and seconded by Committee Member Chamas to direct staff to provide updated noise standards focusing on hours of operation and to explore exceptions for special events. The motion passed unanimously 3-0

During the discussion regarding lighting, it was mentioned that current guidelines allow lighting to remain on for two hours post-event for cleanup purposes. Staff directed the alignment of lighting and noise standards for consistency. Discussion deferred. The committee acknowledged minimal complaints in these areas.

The Agritourism committee outlined future objectives for staff, which include researching decibel standards and practical enforcement methods, drafting a townwide traffic and parking impact standard for events, clarifying the definition of “loud music,” and proposing updated guidelines.

The next Agritourism Committee Meeting was scheduled for Monday, November 18, 2024.

COMMENTS FROM THE PUBLIC

No comments from the public

ADJOURNMENT

A motion was made by Committee Member Sood and seconded by Committee Member Chamas to Adjourn the September 23, 2024, Agritourism Committee Meeting at 7:50 P.M.

ATTEST:

Signed by:

Sammie T. Brown

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Sammie T. Brown, FRA-RP, MEDP
Town Clerk Assistant

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Signed by:

Geoff Sluggett

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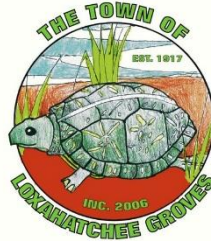
Geoff Sluggett
Agritourism Committee Chairperson

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

AGRITOURISM COMMITTEE MEETING MINUTES

AUGUST 26, 2024 – 6:03 PM – 7:36 PM



Meeting Audio Available Upon Request in the Office of the Town Clerk

CALL TO ORDER

The Agritourism Committee Meeting was called to order at 6:03 on Monday, August 26th, 2024, by Sammie Brown, Town Clerk Assistant.

PLEDGE OF ALLEGIANCE

Town Clerk Assistant Sammie Brown asked everyone to stand for the Pledge of Allegiance.

ROLL CALL

The roll was taken by the Town Clerk Assistant, confirming a quorum was present with four committee members in attendance and one absent. Town staff in attendance were also confirmed.

Committee Members Present:

- Joseph Chammas
- Darrin Swank
- Geoff Sluggett
- Manish Sood

Absent:

- Liza Holman

Staff Present:

- Sammie Brown, Town Clerk Assistant
- Jeffrey Kurtz, Committee Liaison/Project Coordinator

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Agritourism Committee

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- Francine Ramaglia, Town Manager (Arrived at 6:20 P.M.)

APPROVAL OF THE AGENDA

Darrin Swank moved to approve the agenda as presented. Joseph Chammas properly seconded the motion. This passed unanimously (4-0).

REGULAR AGENDA

1. Swearing in of Committee Members

The newly appointed committee members were sworn in collectively by the Town Clerk Assistant, affirming their commitment to uphold the Constitution of the United States, the State of Florida, and the Town of Loxahatchee Groves charter.

2. Election of Officers (Chair and Vice Chair)

Town Clerk Assistant Sammie Brown called for nominations for the position of Chair.

- **Chair:** Committee Member Darrin Swank moved to appoint Committee Member Geoff Sluggett as the Agritourism Committee Chairperson. This motion was seconded by Joseph Chammas. This motion passed unanimously (4-0).

Following the selection of the Chairperson, the Town Clerk Assistant called for nominations for the position of Vice Chair.

- **Vice Chair:** Committee Chair Geoff Sluggett moved to appoint Committee Member Manish Sood as the Vice Chairperson position. This motion was seconded by Joseph Chammas. This motion passed unanimously (4-0).

The Town Clerk Assistant noted that the newly selected officers will officially assume their roles at the next meeting.

3. Sunshine Laws & Code of Ethics Presentation

Tanya Early, legal counsel, was scheduled to present on the Sunshine Laws and Code of Ethics. However, due to technical difficulties with her connection, the presentation was postponed to the next meeting.

4. Discussion & Review of Committee Responsibilities

Jeffrey Kurtz provided a recap of the previous Agritourism Committee's efforts, explaining that the current committee's purpose is to review and potentially add to the recommendations made earlier this year. The committee's charge is to assess the substantial offsite impacts of agritourism activities and develop recommendations for balancing these operations with the public's health, safety, and welfare and the tranquility of surrounding residential areas.

Jeffrey Kurtz then formally introduced himself as the Project Coordinator with a lengthy

background in local government, primarily as an attorney. He has been involved in various town projects and serves as the committee liaison. After his introduction, Jeffrey Kurtz asked the committee members to introduce themselves.

Before the introductions by the committee members proceeded, Francine Ramaglia, the Town Manager attendance was recognized by the Town Clerk Assistant. Francine assured the committee that their recommendations would be implemented. She highlighted the importance of the committee's work in balancing the needs of agritourism with community interests and reiterated the town's commitment to following through on the committee's findings.

After Francine's remarks, the committee members proceeded with their introductions:

- **Geoff Sluggett:** Lifelong resident of Palm Beach County with extensive experience in government relations and representation of agricultural ventures.
- **Joseph Chammas:** Owner of Gratitude Garden Farm, specializing in organic farming and educational retreats.
- **Darrin Swank:** Owner of Swank Specialty Produce, focusing on agritourism events to supplement farming income.
- **Manish Sood:** Owner of 24 Carat Ranch, involved in equestrian activities and agritourism through events like goat yoga.

The committee engaged in a discussion about the impacts of agritourism businesses, particularly focusing on traffic, parking, noise, and lighting. Key points included:

- **Traffic and Parking:** The committee identified traffic circulation and parking as primary concerns, with suggestions for better internal circulation to minimize road impacts.
- **Noise and Lighting:** Committee members emphasized the importance of managing noise levels and lighting to respect the rural character of the town and the peace of neighboring residents. There was general agreement that lighting should be sufficient for safety without spilling over onto adjacent properties or roads.

Francine Ramaglia, Town Manager, addressed the committee upon her arrival at 6:20, assuring members that their recommendations would be implemented. She highlighted the importance of the committee's work in balancing the needs of agritourism with community interests and reiterated the town's commitment to following through on the committee's findings and ensured them that their recommendations would be implemented.

The committee agreed to meet on the fourth Monday of each month, with the following dates scheduled:

- **September 23, 2024**
- **October 28, 2024** (noting that Joseph Chammas will be absent)

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Agritourism Committee*

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Next Meeting Focus:

The committee decided to focus the next meeting on discussing parking, traffic, and noise as they relate to agritourism. Additionally, staff will provide examples of agritourism regulations from other communities and a summary of relevant complaints received by the town.

The committee reached a consensus that future meetings should focus on key issues impacting the community, particularly parking, traffic, and noise management. These areas were identified as priorities for developing guidelines and best practices to ensure agritourism businesses operate responsibly while preserving the rural character of Loxahatchee Groves.

The committee also discussed the role of code enforcement in addressing any violations and suggested that agritourism operators engage in self-regulation to proactively manage potential impacts, particularly around traffic and safety. While the committee does not support overly restrictive measures on the number of visitors or cars, they agreed that traffic flow and parking should be carefully managed to avoid issues for both the town and local residents.

To further guide the committee's decisions, members requested that town staff provide a summary of complaints related to agritourism over the past 12 to 24 months, focusing on recurring concerns. Additionally, the committee agreed to review agribusiness regulations from other communities to incorporate successful practices and avoid potential pitfalls, ensuring agritourism remains a positive aspect of the town's economy and culture.

COMMENTS FROM THE PUBLIC

There were no public comments for the Monday, August 26, 2024, Agritourism Committee Meeting.

COMMENTS FROM COMMITTEE MEMBERS:

Joseph Chammas (Seat 1) – No final comments from Committee Member Joseph Chammas

Darrin Swank (Seat 2)- No Final Comments from Committee Member Darrin Swank

Geoff Sluggett (Seat 3) – No final comments from Committee Member Geoff Sluggett

Manish Sood (Seat 4) – No final comments from Committee Member Manish Sood

Liza Holman (Seat 5) – No final comments from Committee Member Liza Holman

CONFIRM NEXT REGULAR MEETING DATE:

ADJOURNMENT

On Monday, August 26th, 2024, at 7:36 the Agritourism Committee adjourned with a motion to adjourn moved by Committee Chair Geoff Sluggett. This motion was properly seconded by Committee Member Joseph Chammas.

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Agritourism Committee*

*August 26, 2024
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Item 13.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Signed by:

Sammie T. Brown

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Sammie T. Brown, FRA-RP, MEDP
Town Clerk Assistant

Signed by:

Geoff Sluggett

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Geoff Sluggett, Committee Chairperson
Agri-Tourism Committee

Rural Vista Design Standards and Guidelines.

Vision

The foundation of beauty in Loxahatchee Groves is harmony with nature and the preservation of the native tree canopy. The following design standards are applicable to all non-residential and non-agricultural development. Development of commercial and civic uses on property is necessary for the sustainability of any community, but such development shall be well-planned and invoke thoughtful design concepts that will enhance and maintain the Town's rural nature. Development projects shall have a consistent architectural style and architectural treatment on buildings shall be consistent on all sides. Development shall take into consideration and attempt to preserve and maintain the existing viable tree canopy. Building design shall be residential in scale and reflect rural character. Pedestrian friendly enhancements such as walkways, trails, porches, benches, boardwalks, outdoor gathering areas shall be incorporated into development projects when possible. Equestrian amenities and trail connections shall be considered when a link to an existing or proposed equestrian trail is near the proposed development.

A. *Site Design.*

1. *Design Objective – Building Placement.* In the rural areas, buildings are generally required to locate in the interior of lots to provide adequate land for open space and tree retention around the perimeter property lines. When the land adjacent to exterior lot lines is kept free from development a variety of design objectives including: screening between incompatible land uses, pedestrian connections between developments, preservation of native vegetation, stormwater mitigation, and wildlife movement can be achieved.

a. *Standards.*

(1) Development projects shall incorporate the existing vegetation into their design. Screening is required adjacent to all exterior property lines, except for points of vehicular or pedestrian access, for new development. Trails, utilities, small accessory structures such as a gazebo or picnic table, and fencing that does not impede wildlife movement may be permitted within required screening areas when the integrity of the screening can be maintained. The following screening standards shall be required, adjacent to

the exterior of a development, for all new divisions of land, commercial, civic uses and utility buildings:

- (a) Developments on five (5) acres or less – 35 feet.
 - (b) Developments on more than five (5) acres – 50 feet.
- (2) In Developments that portion of a commercial or civic building that faces the street shall be located at least 25 feet from the screening. When outdoor gathering places are provided, the building is not required to be setback 25 feet from the screening as long as the building is located immediately adjacent to the outdoor gathering place.

b. *Guidelines.*

- (1) Existing native vegetation shall be utilized for screening whenever possible. Supplemental landscaping may be necessary to provide an adequate screen. Drought tolerant vegetation is encouraged to avoid irrigation.
- (2) Landscaped areas may be suitable for required screening when a site is devoid or deficient in the quality and quantity of screening that is necessary to meet the objectives of this design element.

B. *Building Design.*

1. *Design Objective – Architectural Character and details.* A rural or rustic design theme is required for new development and exterior remodels of all buildings in . This design can be achieved by introducing details such as knee bracing, wood siding, use of trim and siding, covered porches and window treatments. Designs styles reflecting rural character include Colonial, Victorian, Farmhouse, Rustic and Bungalow. (Examples of such designs are included in Exhibit A). Building styles and techniques that create structures with an industrial appearance shall be avoided.

a. *Standards.*

- (1) Utilize wood, stone, brick, timber or other traditional building materials. Materials that mimic or simulate the appearance of these materials may be acceptable. Flat walls shall have a textured appearance or the appearance

of a pattern. Buildings shall not appear to be all brick or all rock. Incorporation of brick and rock as elements of the façade is acceptable.

(2) Window patterns shall be characterized by vertical proportions with horizontally oriented rectangular forms prohibited.

(3) The use of reflective or mirrored windows is prohibited.

(4) Tenant specific motifs shall be prohibited. As an alternative, signs may be used to identify a specific tenant.

(5) Standardized corporate or franchised style in the design of new buildings shall be prohibited.

(6) Accessory buildings and/or buildings in out parcels shall be designed of compatible building materials, roof forms, and color as primary structures within the development that conform to these design standards.

(7) Accessory structures and/or buildings in out parcels shall be designed to be architecturally comparable with the primary structure when the primary structure conforms to these design standards. Roof forms, building materials, and color shall be comparable to the primary structure.

(8) Box shaped exposed flat roofs, concrete, flat clay and barrel tile roofs are prohibited on all structures.

(9) Structures may have a hip, gambrel, or mansard roof. Dormers and cupolas are encouraged. Multiuser projects with multiple tenants may use breaks in the roof design to accentuate tenant separation. Roof proportion and pitch shall be relative to residential scale.

(10) All roof mounted equipment must be hidden from view. The roof must act as a parapet to screen mechanical equipment.

(11) Mansard roofs must be a minimum of 3 feet in height and a maximum of 8 feet in height. The pitch of a mansard roof may vary between 30 and 60 degrees.

(12) Multi-paned windows, or the appearance of multi-paned windows, such as one over one, two over two, or four over four patterns is encouraged.

(13) Trim shall be 4-6 inches at the corners of all windows and doors.

(14) The area of first story windows on street front elevations shall be at least twice the area of second story windows along the same side of the building.

2. *Design Objective – Building Mass.* The apparent scale of new commercial and civic developments shall be a human and residential scale.

a. *Standards.*

(1) The use of long blank walls is prohibited. The maximum allowable length of an uninterrupted building elevation is 25 feet. Visual interruptions to the planes of exterior walls shall be achieved through a combination of the following methods:

(a) Modulating building facades at depth of least 4 feet and a width of at least 8 feet.

(b) Prominent facades shall have no wall plane wider than 2.5 times the height of the wall plane.

(c) Provide a covered porch at the building entrances and sides. Porches are not required in the service areas of the building. Porches must have a depth of at least 8 feet and an area of at least 150 feet.

(2) Roof lines shall be interrupted every 50 feet with gable, hip, or dormer roof forms or a vertical shift of at least 5 feet.

(3) Walls of two story or more in height shall have breaks (i.e. canopy, molding, overhang, balcony, banding, or projections) approximately 10 feet above grade.

b. *Guidelines.*

(1) Avoid long, low wall planes

(2) Provide visual shifts in walls and roof surfaces.

3. *Design Objective – Non-vehicular pathways and pedestrian amenities.* Design buildings and developments that are intended for use by the general public with safe and attractive places for pedestrian, bicycle, and equestrian traffic including oriented features such as pedestrian walkways, trails and outdoor gathering places.

a. *Standards.*

(1) All development projects shall provide pathways or trails allowing safe passage. Development projects encompassing more than ten acres should include an outdoor gathering place such as a courtyard, plaza or covered area with seating.

(2) Outdoor gathering places shall be accessible to the pedestrian and equestrian.

(3) All development projects regardless of size shall provide pedestrian access internally and connectivity to adjacent development.

b. *Guidelines.*

(1) Provide shade either with trees or covering for outdoor gathering places.

(2) Mechanical and Waste Screening shall be employed to mask objectionable areas from public view. Concrete walls are prohibited as the primary screening mechanism unless the concrete wall is shielded by landscaping materials on at least three (3) sides.

C. *Color and Material Design.*

1. *Design Objective – Color.* Utilize natural colors that reflected in the approved color palette.

a. *Standards.*

(1) Facade colors shall not be used to identify specific tenants as typified by national corporate fast food restaurants and gasoline stations.

(2) Earth tone colors shall be used for masonry building materials.

(3) Typically, no more than three colors shall be used on one building, however, additional trim colors may be considered if they are a close shade of one of the other three colors.

b. *Guidelines.*

(1) The use of natural wood is encouraged over painting the wood or simulated wood material.

(2) Major architectural trim or details shall complement the main building's base color. Color is normally applied to major architectural trim and details such as window trim, corner siding trim, doors and door frames, knee bracing, and columns.

(3) Minor architectural details shall be highlighted with minor accent color that complements base and major trim color. Minor accent color is normally applied to window sash, doors, storefront frames and small architectural elements.

(4) Murals may be used on building facades and are encouraged to reflect the history or natural landscape of Loxahatchee Groves.

(5) Tinting may be used as an accessory element to a permitted window treatment.

(7) The base color of the main building or a complementary major accent color shall be used for metal roofs.

(8) The use of bold or primary colors for the main body of buildings shall be avoided.

2. *Design Objective – Exterior Building Materials.* Utilize natural materials such as stone, wood, heavy timbers, rough cut lumber or brick as exterior building materials.

a. *Standards.*

(1) Exterior Cladding shall be Stone, Wood textured concrete horizontal lap siding, Wood textured concrete simulated board and batten, Wood horizontal lap siding, Wood Board and Batten, Textured concrete block, brick or materials which simulate the appearance of those materials.

(2) Roof cladding shall be Raised seam metal, composite shake, Corrugated sheet metal, slate tile, or composition roofing shall be used for roof materials.

(3) Window and building trim shall be wood or have the appearance of wood.

(4) Posts or columns shall be wood, concrete with simulated wood texture, rock, stone, or made of materials that mimic or simulate the appearance of the natural materials. Decorative, ornate, or steel columns will have to be specifically approved and determined to be compatible with the overall architectural design and intent of these standards and guidelines.

(5) Porch railings should be wood or have the appearance of wood.

b. Guidelines.

(1) Encourage the use of native stone or brick as an accent.

(2) Building materials used for site features such as fences, and screen walls shall complement a primary on-site structure that conforms to these design standards.

(3) Utilize exterior building materials that simulate natural building materials.

D. Landscaping and Planting Design.

1. *Design Objective – Native Vegetation Screening and Perimeter Buffers.* The retention of native vegetation and significant trees is necessary to preserve and enhance the visual appearance of Loxahatchee Groves. Retaining native vegetation on a development site also supports various environmental systems and provides a better transition between permitted land uses. The retention or replanting of native vegetation is required for all projects. The following standards are intended to supplement the Tree Conservation and Landscape Standards in Chapter 87 .

a. Standards.

(1) Native vegetative screening shall be retained between rural development and roadway. The depth of screening buffers shall be

determined by evaluating the quality and quantity of natural vegetation that is available on the site together with intensity of the proposed use. In no case shall the screen buffer be less than 50 feet wide on projects encompassing more than 5 acres in size and 35 feet wide on projects on 5 acres or less . Supplemental plantings shall be provided when existing native plantings do not provide a complete visual screen.

(2) The native vegetation screening requirements in this Section must provide and maintain a dense screen. Where existing vegetation does not provide adequate screening, additional native plantings may be required. The vegetative screen may only be broken at points of vehicular or pedestrian access.

b. *Guidelines.*

- (1) Setback areas shall be retained in native vegetation where feasible and supplemented by planted native species where native vegetation is sparse or nonexistent.
- (2) Tree retention in clusters is a higher priority than tree retention in lineal strips.
- (3) Regimented parking lots with landscaping limited to a certain number of cars does not create a rural feeling or enhance the rural character of the project.
- (4) More innovative parking areas are needed to avoid the feeling of a sea of cars. Maintenance of existing native tree canopy and liberal use of shrubbery and parking screens, including consideration of parking in the rear rather than the front of the project is encouraged.

Definitions

1. Hip Roof- roof that slopes upward from all sides of a structure, having no vertical ends. The hip is the external angle at which adjacent sloping sides of a roof meet. The degree of such an angle is referred to as the hip bevel. The triangular sloping surface formed by hips that meet at a roof's ridge is called a hip end. A pyramidal hipped roof, also known as pavilion roof, is hipped equally at all

corners and the hips meet at a single peak, but the more common form of hip roof is above a rectangular structure, where a roof ridge meets two hips at either end.

2. Gable Roof - Gable, triangular section of wall at the end of a pitched roof, extending from the eaves to the peak.
3. Gambrel Roof - The gambrel roof is a type of gable roof with two slopes on each side, the upper being less steep than the lower. The mansard roof is a hipped gambrel roof, thus having two slopes on every side
4. Mansard Roof - type of roof having two slopes on every side, the lower slope being considerably steeper than the upper. In cross section the straight-sided mansard can appear like a gambrel roof, but it differs from the gambrel by displaying the same profile on all sides.
5. Outdoor Gathering Place – is any place designed for people to gather and meet, eat or recreate together.

6.

DRAFT

LOXAHATCHEE

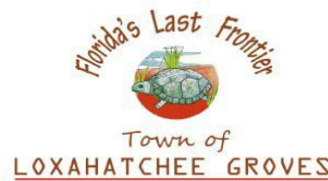
GROVES

FLORIDA

ROADWAY, EQUESTRIAN TRAILS, AND GREENWAY
ADVISORY COMMITTEE

MEETING SCHEDULE: 3RD THURSDAY OF THE MONTH – BIMONTHLY @ 6 PM

MEETING DATES(S)	Meeting Confirmation (1 month prior to Committee Meeting)	Two (2) Weeks prior to the meeting date: Final Review of Agenda Items & Preparation	One (1) Week Prior to the Committee Meeting by 5:00 P.M.
Thursday, May 15, 2025 Thursday, July 17, 2025 Thursday, September 18, 2025 Thursday, November 20, 2025	Thursday, April 17, 2025 Thursday, June 19, 2025 Thursday, August 21, 2025 Thursday, October 23, 2025	Thursday, May 1, 2025 Thursday, July 3, 2025 Thursday, September 4, 2025 Thursday, November 6, 2025	Thursday, May 8, 2025 Thursday, July 10, 2025 Thursday, September 11, 2025 Thursday, November 13, 2025



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Richard Gallant, Public Works Director
VIA: Francine L. Ramaglia, Town Manager
DATE: April 1, 2025
SUBJECT: Rural Road Improvement Standards

Background:

Since its inception, Loxahatchee Groves roads have been an integral part of the Towns for all of its existence. Over the years, many variations have been employed to design, build, and repair roads. Some of these standards have been designs based on standard provisions found in state or federal documents and some have been haphazard or have possibly compromised the safety of residents and guests. The 2025 Rural Road Improvement Standards is intended to develop a set of standards that can be used to guide the Town, residents, developers, and designers to build or repair roads within the boundaries of Loxahatchee Groves.

These standards have been brought forward to the Roadway, Equestrian Trails, and Greenway Advisory Committee (RETGAC) on January 28, 2025 and February 27, 2025 with the intent of soliciting comments from those members.

Additionally, this was brought as a discussion item to the Town Council on February 4, 2025 regular meeting also with the intent of soliciting comments.

Today's presentation of these standards is to allow our newest council members to review and comment with their fellow council members.

The Public Works Director is requesting both RETGAC and the Town Council review and opine either in writing to the Clerk's Office, or contact the Clerk's Office to set up a time to meet, one on one, with the Public Works Director to discuss opinions or to ask questions in regards to these standards.

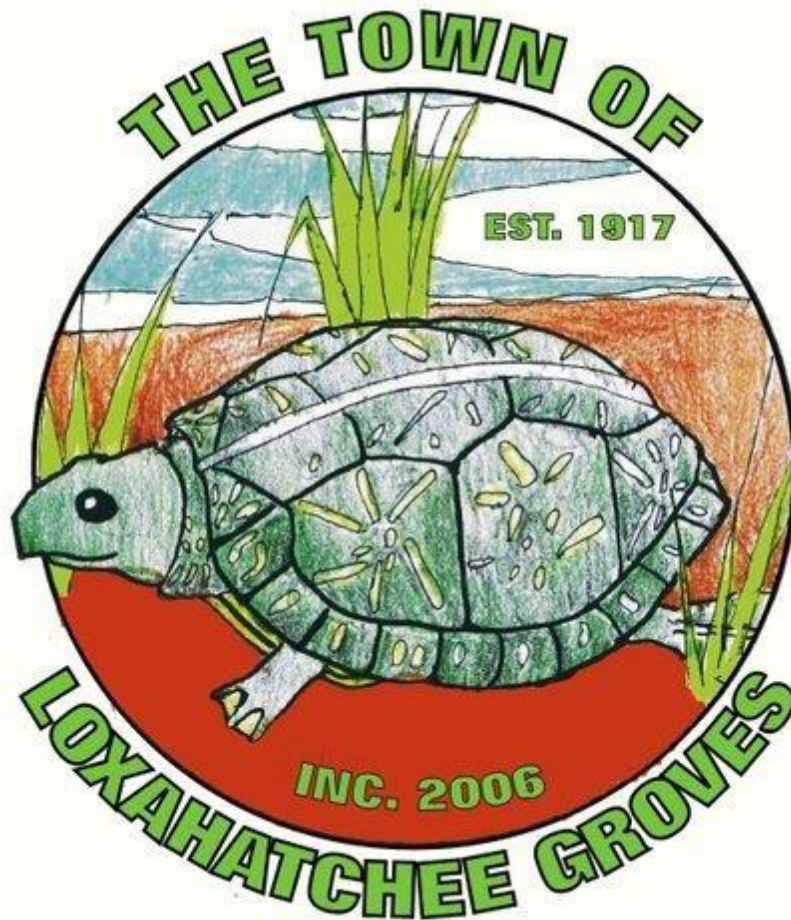
We look forward to your commentary.

Recommendation:

Receive and Discuss.

FY 25 Capital Improvement Timeline

[illegible]



RURAL ROAD IMPROVEMENT STANDARDS UPDATED FEBRUARY 2025

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I. PURPOSE AND APPLICABILITY

The purpose of the Rural Road Improvement Standards is to establish unique road improvement design standards that are rural (rather than urban) in character for future road improvements in the designated Rural Residential area of the Town. The intent of the Rural Road Improvement Standards is to preserve and enhance the existing rural character of the Rural Residential Area consistent with the policy direction in the Comprehensive Plan. It is not the intent of these new design standards to change the planned roadway improvements outlined in the adopted Comprehensive Plan, but rather to affect the design and potentially construction timing of those future improvements to be more rural in character.

Once adopted by the Town Council, the Rural Road Improvement Standards shall apply to all future road improvements within the Town, including all new road widening and intersection improvements, as well as roadway paving and new road construction. These design standards shall also apply to previously approved road improvement projects within the Town that are not yet constructed or otherwise vested. For example, design specifications for intersection light standards outlined herein will be utilized on all public roadways where other intersection light fixtures have not already been purchased and/or placed.

The Rural Road Improvement Standards is a value-based approach for incremental (rather than ultimate) road improvements that solve specific traffic issues identified through periodic evaluations of traffic conditions. The Rural Road Improvement Standards document is based on principles of Context Sensitive Design. Under this policy, roads are not simply built to the projected ultimate improvement unless the actual demand exists. By phasing road improvements, the character of the rural residential area can be maintained.

II. RELATIONSHIP TO OTHER TOWN-ADOPTED PLANS AND POLICIES

COMPREHENSIVE PLAN

The Rural Road Improvement Standards implement the Comprehensive Plan goals, policies, and actions. These standards implement the provisions of the Future Land Use and Transportation Elements regarding the maintenance of features that create the rural character, including small local roadways and their functional characteristics and multiple use. Pursuant to State law, implementing documents must be consistent with the Town's adopted Comprehensive Plan.

UNIFIED LAND DEVELOPMENT CODE (ULDC)

The Rural Road Improvement Standards supplement the allowed use and development standards in the Town's adopted ULDC. Both documents are planning tools used by the Town to guide the physical form and function of the community consistent with the Comprehensive Plan. While most of the Town's ULDC regulations apply to land outside the public right-of-way, the rural roads Improvement standards focus on improvements within the public right-of-way. The ULDC does include special development standards for improvements within and adjacent to the right-of-way, including but not limited to access, fencing, special signage, and clear visibility requirements at the intersections of streets and driveways.

TOWN WIDE IMPROVEMENT STANDARDS

The Rural Road Improvement Standard document replaces the Districtwide Paving Analysis Report for design details associated with the Town's local roads, as defined in the Transportation Element of the Comprehensive Plan (Refer to Appendix A).

TRAILS MASTER PLAN

The Trails Master Plan is an expression of the Town's desire to have an exemplary off-street equestrian trail system that provides connectivity throughout the Town in order to offer recreational opportunities and an alternative method for transportation for Loxahatchee Groves residents. The Trails Master Plan discusses the use of off-street trails throughout the Town and is not part of this Rural Roads project since the Rural Road Improvement Standards focus on improvements in the right of way.

III. DEFINITIONS

Arterial streets - The arterial system carries the major portion of trips entering and leaving the urban area, as well as the majority of through movements. In addition, significant intra-area travel, such as between residential areas and commercial or business should be served by this system.

Average Daily Traffic (ADT) - The average of 24-hour traffic flows on a roadway segment (both directions) measured over multiple days, typically over a week or longer, measured under typical operating conditions excluding holidays, non-recurrent conditions (i.e., accidents), and times when schools are not in session.

Collector Streets - Provide both land access service and traffic circulation within residential neighborhoods, commercial and industrial areas. Collectors penetrate residential neighborhoods, distributing trips from the arterials through the area to the ultimate destination. Conversely, the collector street also collects traffic from local streets in residential neighborhoods and channels it into the arterial system.

Context Sensitive Design – Tailoring roadway design to adjacent land use with sensitivity to community values and considers cultural, historic, environmental and economic as well as traffic issues. Community members and Town staff are involved in a collaborative process that includes people/stakeholders with diverse expertise in order to reach solutions.

Endangered or Threatened Plant Species – Landscaping that is endangered or threatened shall not be removed without permission of the landowner. The list of endangered or threatened species is found in the Florida Administrative Code Chapter 5B-40.0055 – Regulated Plant Index

Invasive Species – Landscaping that is found on the Noxious Weed List in the Florida Administrative Code 5B-57.007. These plants shall be removed from any property and properly disposed of when a project under the scope of these standards is constructed.

Local streets - Primary function is to provide direct access to abutting land and access to collector streets. It offers the lowest level of mobility.

Median - Generally raised and curbed area separating opposing lanes of traffic.

Native Landscaping - Landscaping that is native and does not contain ornamental plantings. A list of native landscaping can be found on the UF/IFAS Extension website at <https://gardeningolutions.ifas.ufl.edu/plants/ornamentals/native-plants/>

Off Street – Improvements that are not located in the public right of way

On-Street – Improvements that are located in the public right of way

Right of Way – A strip of land occupied or intended to be occupied by certain transportation and public use facilities such as roadways and utilities.

Roundabout – A roundabout is larger than a traffic circle and used to allocate right-of-way for competing movements.

Rural Road – A roadway that is located within the Rural Residential Area of the Town.

Traffic Circle – A traffic circle is used as a traffic calming device at intersections that typically fit within the existing curb line.

Traffic Control Device – Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction.

IV. GENERAL PROCESS

Implementation of Rural Road Improvement Standards

The process for implementation of these Rural Road Improvement Standards is outlined in this document. Once the need for an improvement is identified, the Town will work with affected property owners and rural residents to discuss impacts and alternatives. Town Council will provide direction on the alternatives and the Capital Improvement Project Process outlined below will commence.

Capital Improvement Project Process

Roadway and intersection improvements are carried out by the Town Public Works Department and are listed as Capital Improvement Projects (CIP). Listed below are the steps of a CIP project.

1. Preliminary roadway evaluation to identify options, opportunities and constraints,
2. Employ the services of a surveyor to establish right-of-way, easement, or property lines so residents can visualize the improvement,
3. Community outreach meetings with affected property owners,
4. Preliminary project design, scope, and environmental evaluation,
5. Refine project design, scope, and environmental evaluation as needed to remain within budgetary constraints and proceed with certification,
6. Certification of the final preferred project,
7. Right-of-way engineering and negotiations-primarily with individual property owners,
8. Final design with more details in the defined right-of-way (e.g., landscape, lighting design, driveways) for review, comment, and approval by the Town Council after recommendations from the affected property owners,
9. Request bids for construction, award contract, and commence construction.

V. ROADWAY DESIGN

This section includes basic street typologies describing the range of public roads within the Rural Residential Area. The Rural Road Standards, identified as Table 1 Roadway Classifications, identifies the roadway design specifics for each of those road typologies. As stated in the Rural Roads Improvement Policy document, roadway widening shall occur when certain thresholds are met. The street sections shall be refined on a case-by-case basis for the preservation of trees. All roads will have minimal lane width with open drainage and native landscape. Roads within the Rural Residential Area will typically not include curb, gutter, or sidewalk. Except for demonstrated safety needs or for necessary tree preservation, there shall be no medians in the Rural Residential Area.

STREET SECTIONS

Roadways in the Rural Residential Area shall have a rural character that will include minimal lane widths. Roadway section standards are shown in the Rural Roads Standards table on page 9 of this document and include provisions for center turn lanes for improved access and safety.

EQUESTRIAN TRAILS OR PATHS

Horses and riders have the right-of-way on all local streets where equestrian trails are not presently available or accessible.

There may be places within the Rural Residential Area where equestrian trails or paths are necessary or desired (e.g., designated pedestrian access to schools and community facilities or commercial uses, connection to Townwide trail system). If included within the Rural Residential Area, paths shall be constructed with a surface such as compacted soil, shell rock, decomposed granite or other similar surface, that is appropriate for the intended use.

BIKEWAYS

Bike lanes and bike routes can be included as part of the roadways within the Rural Residential area as needed and as space permits. Bicycle circulation through the rural area will be provided with the use of bike routes and bike lanes for connectivity to Townwide trail system. Bike routes and bike lanes have been accounted for in the Rural Road Standards table in this document in the paved shoulder column.

CENTER TURN LANES

For the Rural Residential Area, use of center turn lanes will have a negligible effect on roadway capacity in the Town since the volume of turning traffic into and out of adjacent properties is low. However, the benefit of a center turn lane may be substantial for local residents that may have difficulty accessing their property. Consequently, center turn

lanes may be considered for implementation at any time to improve safety and convenience independent of intersection improvements. The need for center turn lanes will be determined on a case-by case basis.

MEDIANS

Except for demonstrated safety needs or for necessary tree preservation, there shall be no medians in the Rural Residential area. If needed for tree preservation, the inside travel lane (closest to the median) will be 12 feet and include a curb between the travel lane and median and will include curb cuts in order to facilitate drainage from around the tree.

LANDSCAPE

Rural roadways shall have native landscaping within the public right-of-way. Ornamental plantings will not be part of the project unless they are pre-existing. The landscaping will not be irrigated except as necessary for establishment. Healthy, viable trees shall be saved wherever possible. Exotic and Noxious plants shall be removed from the project area.

GUARDRAIL

Guardrails should be used along all roadways to protect drivers and vehicles from roadside hazards. Guardrails, when used, should be designed in accordance with FDOT Section 536 following the plans located in the FDOT Standard Plans Index 536.

DRAINAGE

Rural roadways shall include open swales for drainage. Native vegetation will be allowed to grow within the open swale as long as the vegetation does not reduce the efficiency of the swale or create a fire hazard. Swale width shall be the minimum necessary to accommodate the drainage requirements of the particular roadway and adjacent properties.

Roadside swales shall be designed and constructed as necessary to accommodate the drainage requirements of the particular roadway and adjacent properties. Roadway drainage improvements shall incorporate sound engineering practices to maintain the integrity of the roadway and the conveyance of storm water runoff.

TRAFFIC CALMING

There are many methods for traffic calming that can be employed by the Town. The Town standard is the Seminole style speed hump. The details for the traffic calming can be found in Appendix B. The design of this hump is as follows.

1. The total length of the speed hump is 22 foot in length;
2. The total elevation at the “table” section is 3.5”;
3. The ramp length is 6 foot in length;

4. The flat section is 10 foot in length;
5. "Speed Hump" signs shall be placed immediately prior to start of the speed hump.
6. Within 150' foot of the base of the speed hump a "Bump Ahead" sign shall be placed.

EXISTING CONDITIONS

All current roads that are in service at the time of adoption of these standards are non-conforming roads that are considered in compliance with the standards at the time of the road's installation. As these roads are milled and overlayed or significantly improved, they will be required to be brought up to the current accepted standards.

VI. ROADWAY CLASSIFICATIONS The roadway classifications levels are identified as follows:

1. County and State Roads – Okeechobee Blvd and Southern Blvd - Okeechobee Blvd is classified as a County Road and the road surface is maintained by Palm Beach County. The signs and striping are maintained by the Town. Southern Blvd is a State Road, and the Town has no maintenance obligation for this road. The weight limit on County and State Roads is determined by the agency responsible per Florida Department of Transportation Guidance.
2. Service Level 1 – Throughfare Roads – B Rd, D Rd, and F Rd – These arterial roads are defined as “Principal public access from Town properties to both Okeechobee Blvd and Southern Blvd.” All service level 1 roads are a paved surface and stripped in accordance with the road paving guidance at the time of paving and striping. These roads should have a maintained drive width of at least 20 feet with a preferred width of 24 feet. The weight limit on service level 1 roads is 22,000 lbs.
3. Service Level 2 – Primary Roads – A Rd, C Rd, and E Rd – These arterial roads are defined as “Public access from Town properties to Okeechobee Blvd or Southern Blvd.” This includes the following lettered roadways A Rd, C Rd, and E Rd. The primary roads are usually at least a half mile in length and should have a maintained drive width of at least 18 feet with a preferred width of 24 feet. These roads are currently a combination of paved and unpaved surfaces. The weight limit on these roads is 22,000 lbs.
4. Service Level 3 – Subdivision Neighborhood Roads – Upper and Lower North Rd, Collecting Canal Rd, Compton Rd, Bryan Rd, Casey Rd, Marcella Rd, Tangerine Dr, E Citrus Rd, Gruber Ln, and 6th Ct N – These collector streets are defined as “Connector public access between two or more Service Level 1 or Service Level 2 roads.” These roads have a typical straight away length of at least one half a mile, servicing at least 12 lots. These roads should have a maintained drive width of at least 18 feet with a preferred width of 24 feet. These roads are a combination of paved and unpaved surfaces. The weight limit on these roads is 22,000 lbs.
5. Service Level 4 – Subdivision Non-Through Roads – These roads are defined as “Non-through public direct access to Town properties.” These roads are connected to service level 3 roads and are typically considered dead end roads. These roads should have a maintained drive width of at least 16 feet with a preferred width of 20 feet. These roads are a combination of paved and unpaved surfaces. The weight limit on these roads is 22,000 lbs.
6. Service Level 5 – Private Roads – These roads are defined as “Non-through

private direct access to Town properties.” The roads are considered and labeled as privately maintained subdivision roads. These roads are not built, paved, or maintained by the Town. Zoning code states the road surface for a private road shall be a minimum of 15 feet and will make the recommendation on the most efficient surface and manner to maintain the road. The weight limit on these roads are restricted to rating provided by the engineer of record who designed them.

Table 1 Roadway Classifications

Rural Road Classification	Lane Width (Minimum)	Paved Shoulder	Unpaved shoulder/transition	Roadside Ditch	Total Pavement Width	Turn Lane Width
Level 1 (>400 ADT)	10-ft	1 to 3-ft	1-ft	Open, varies	20 to 24-ft	11
Level 2 (<400 ADT)	10-ft	1 to 3-ft	1-ft	Open, varies	20 to 24-ft	0
Level 3	10-ft	1 to 3-ft	1-ft	Open, Varies	18 to 24-ft	0
Level 4	10-ft	1 to 3-ft	1-ft	Open, Varies	16 to 20-ft	0
Level 5	8	1 to 3-ft	1-ft	Open, Varies	15 to 20-ft	0
2-lane	11-ft	3 to 5-ft	3-ft	Open, Varies	28 to 32-ft	0
2-lane + center turn lane	11-ft	3 to 5-ft	3-ft	Open, Varies	40 to 44-ft	12-ft

VII. INTERSECTION DESIGN

Intersection improvements shall be phased and constructed as needed based on traffic counts. Intersections will be designed in keeping with the rural character of the area and shall not include curb, gutter, and sidewalks and will have only minimal safety lighting.

Phased Intersection improvements are based on traffic volumes. The intersection improvements are the maximum that would be made at an intersection. Once the threshold is met, the intersection will be evaluated to see if all the improvements listed are warranted.

INTERSECTION IMPROVEMENTS

Intersections shall not adversely affect nor alter or detract from the existing rural residential appearance, appeal, or quality of life. Improvements will include designs and scale that minimizes pavement and use of turn lanes whenever possible.

Luminaires may not be required on all four corners of an intersection. Lighting analysis software shall be used to determine the minimum number of luminaires required at an intersection to meet standard illumination requirements. Lighting requirements at specific intersections will be evaluated on a case-by-case basis.

The installation of curb, gutter, and sidewalk is not required and shall not be a part of the signalization of an intersection. Other options that may be considered when an intersection is signalized are placing signal poles farther from the edge of travel way, placing berms around signal poles or signal cabinets, and providing small pedestrian refuge areas at the edge of the road where a crosswalk is proposed.

DRIVEWAY SEPARATION (NEW DRIVEWAYS ONLY)

When existing driveways are near an intersection and their access is impacted by intersection improvements then a special evaluation is required. The Town will work with affected property owners to determine appropriate action to maintain property access. For new driveways, compliance with Section 100 of the Unified Land Development Code is required.

SIGHT TRIANGLES

The Town of Loxahatchee Groves has established Article 105-005 in regard to sight triangles at various interception types.

1. *Intersection of driveway and street.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway, measured 10 feet from the intersection, and on the street line, measured 10 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
2. *Intersection of trail and street.* Where a trail intersects a street, the triangular area of property on both sides of a trail, measured 10 feet from the intersection, and on the street line, measured 10 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
3. *Intersection of two streets.* Where two streets intersect, the triangular area of

property on all sides of the intersection measured 25 feet from the intersection, and on the street line, measured 25 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.

In addition to these requirements, properly located and designed driveways and intersections allow drivers to visualize oncoming traffic at the point where the driveway meets the road. Vegetation such as tree limbs, shrubbery, and bushes should be maintained at a level to promote adequate visibility. For all Town roads a proper sight distance of 335 feet should be maintained if you look to the left and 290 feet if looking to the right.

Cameras

The Town of Loxahatchee Groves has contracted the services of an automated speed detection system to detect and cite those driving in excess of the posted speed limit. These devices will be deployed in school zones to enforce school zone speed for the safety of our children and the pedestrian traffic who may be traversing these areas. Locations and associated fines are outlined by the ordinances passed by the Town Council. In addition to the speed detection cameras, the Town is deploying license plate reading cameras at critical intersections in cooperation with the Palm Beach County Sheriff's Office to assist law enforcement, providing safety and protection for our residents. The location of these cameras will be determined by Town Management through discussions with the Palm Beach County Sheriff's Office and the vendor. These cameras will be used exclusively by the aforementioned parties. Future locations will be considered as needed. Installations will be located at a minimum of 6 feet from the road edge if not protected by a curb or guardrail. The distance will be 2 feet if the camera is protected by a raised Type "D" or Type "F" curb or a guard rail.

VIII. INTERSECTION LIGHTING STANDARDS AND DESIGN

The least intrusive intersection lighting is to be considered when improvements are made at an intersection, where lighting is needed for safety reasons, or when a new intersection is constructed. Continuous roadway lighting is not to be installed. Computer software shall be used to calculate the optimum location, height, and spacing for alternative lighting solutions at each intersection. All lighting shall comply with Section 50-030 of the current edition of the Unified Land Development Code.

LIGHTING SOURCES

Energy efficient LED lighting is preferred due to the more natural color rendition and pure white light. LED fixtures are energy efficient and have a long service life. High pressure sodium or metal halide lamps are not permitted.

DARK SKY

To minimize trespass lighting to the skies, full cutoff luminaires are required. Full cutoff luminaires are designed so that they do not emit any light above 90 degrees, thereby reducing sky glow. Ensure the design results in good uniformity to improve visibility and minimize reflected light into the sky.

POLE HEIGHTS

The height of any outdoor lighting pole shall not exceed 25 feet per Section 50-030 of the current approved edition of the Unified Land Development Code.

SHIELDS

Use internal or external shields when necessary to minimize light trespass onto neighboring properties. Use of shields should be evaluated to ensure they do not impact the required intersection lighting levels.

IX. SPECIAL SIGNAGE

Signage can be used for many purposes in the Rural Residential Area. Signs can identify that a motorist is entering a Rural Residential Area as well as posting a speed limit for the area.

AGRICULTURAL VEHICLE, LIVESTOCK, HORSE CROSSING, AND PEDESTRIAN CROSSING SIGNS

Signs that indicate to motorists they are in a Rural Residential Area are encouraged. These signs may be used at appropriate locations in the Rural Residential area.

SPECIAL SPEED LIMIT SIGNS

Speed limit signs that utilize radar for detecting speed shall be used whenever possible in key locations along 2- and 4-lane arterials with Town approval.



W11-7



W11-5

X. ROADWAY CONSTRUCTION SPECIFICATIONS

1. Roadway Design Requirements

1.1 General Design Standards

- Follow AASHTO Green Book for geometric design principles.
- Adhere to FDOT SP-12.5 asphalt specifications for surfacing where applicable.

1.2 Geometric Design

Design Parameter	Specification
Design Speed	30 mph (based on road classification).
Design Weight	80,000 pounds
Roadway Width	Arterial and Collector Roads: 20' Min., 24' Preferred; Local Roads: 18' Min., 20' Preferred.
Shoulder Width	2 feet, Shell Rock preferred.
Stopping Sight Distance	As per AASHTO for selected design speed.
Cross Slope	2–4% to facilitate proper drainage.
Pavement Thickness	SP-12.5 asphalt, 2.5 inches thick on compacted base rock.
Base Layer	Minimum 10 inches of compacted limerock or shell rock base (LBR 100).
Subgrade Layer	12" Compacted Subgrade
Shoulder Cross Slope	4–6% to prevent water accumulation.

1.3 Road Surfacing

1. Asphalt Pavement:

- Material: SP-12.5 asphalt mix, as per FDOT Specifications.
- Thickness: Minimum 2.5 inches compacted thickness.
- Base: Minimum 10 inches of limerock or shell rock base (LBR 100) compacted to 98% maximum density per AASHTO T-180.
- Subgrade: Minimum 12 inches of compacted to 98% maximum density pre AASHTO T-180.

2. Shell Rock Roads:

- **Surface thickness:** Minimum 8 inches of limerock or shell rock base (LBR 100) compacted to 98% maximum density per AASHTO T-180.
- **Subgrade:** Minimum 12 inches of compacted to 98% maximum density per AASHTO T-180.
- **Gradation:** base to 1-12 shell to ensure load-bearing and minimal dust.

2. Roadway Drainage Specifications

2.1 Roadway Drainage Principles

- **Effective drainage is essential for rural road longevity and safety.**
- **Get water off the road quickly and avoid water running lengthwise along the road.**

2.2 Cross Slope and Road Crown

- **Cross Slope:**
 - **Asphalt Roads:** 2–4% slope.
 - **Shell Rock Roads:** 4–6% slope to allow for water runoff.
- **Crown:** Maintain a consistent crown to ensure water dispersal to shoulders and ditches.

2.3 Shoulders and Ditches

1. Shoulders:

- **Width:** 2–4 feet, surfaced with Shell Rock or compacted soil.
- **Cross Slope:** 4–6% for proper drainage.

2. Ditches:

- **Slope:**
 - **2:1** for stable soils.
 - **3:1** for erodible soils or where safety concerns exist.
- **Depth:** Minimum 18–24 inches below the road surface.
- **Lining:**
 - **Grass-lined** for non-erosive flows (less than 2 ft/sec).
 - **Stone or riprap-lined** for erosive or high-velocity flows.

3. Ditch Maintenance:

- **Regular cleaning** to remove obstructing sediment and vegetation.

- Avoid direct discharge into canals—use vegetated buffers or turnouts.

2.4 Culverts and Stream Crossings

1. Culverts:

- **Material:** Corrugated Aluminum pipe (CAP) reinforced concrete pipe (RCP), or Advanced Drainage Systems ADS-HP pipe.
- **Minimum Diameter:** 18 inches.
- **Design Capacity:** Accommodate 100-year storm flows with debris allowance.
- **Placement:** Ensure proper bedding and alignment to prevent erosion.
- **Reinforced concrete pipe** must include a headwall at any otherwise unsupported ends

2. Low-Water Crossings:

- For low-flow swales with minimal environmental impact.
- **Surface:** Reinforced concrete or riprap for erosion resistance.

3. Headwalls:

- Install concrete or riprap headwalls to stabilize culverts where pipes penetrate the sloped ground surface

2.5 Roadside Drainage Structures

- **Swales:** Grass-lined or stone-lined swales for low-velocity runoff.
- **Turnouts:** Divert water away from ditches into vegetated areas to reduce erosion.
- **Energy Dissipation:** Use riprap aprons or plunge pools at culvert outlets.
- **Catch basin:** collect runoff where necessary and install culvert connection to receiving canal

3. Safety Features

- **Signage and Markings:** Comply with MUTCD standards for rural roads.
- **Clear Zones:** Maintain a 10-foot recovery area where feasible.
- **Pavement Markings:**
 - **Centerlines:** Required for roads >20' and with traffic >400 vehicles/day.
 - **Edge lines:** Recommended for all paved roads >20'.

4. Maintenance and Rehabilitation

1. Paved Roads (SP-12.5 Asphalt):

- **Crack Sealing:** Annually for cracks >1/4 inch wide.
- **Patching:** Use hot mix asphalt for potholes and localized failures.
- **Overlays:** Apply 1–2 inches of new asphalt every 8–12 years based on traffic load.

2. Shell Rock Roads:

- **Grading:** Grade monthly to maintain cross slope and crown.
- **Re-Shell Rocking:** Add new aggregate every 2–3 years or as needed.

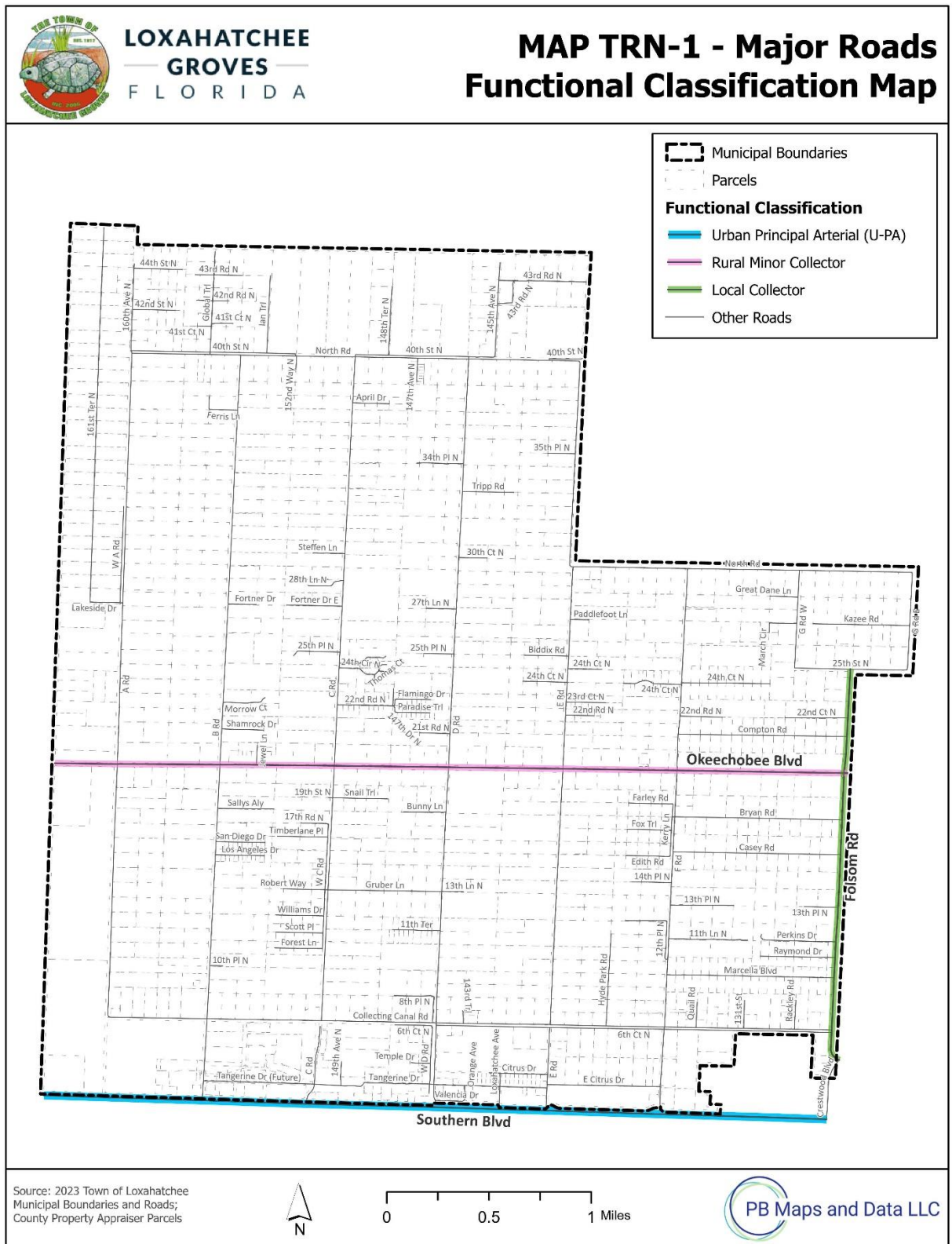
3. Drainage Systems:

- **Clean ditches and culverts annually to ensure unobstructed flow.**
- **Stabilize eroded areas with vegetation or stone as needed.**
- **Take advantage of natural slopes and well-drained subgrade when possible to promote safe and efficient collection and removal of water from roadways and reduce saturation of roadway and base materials**

5. Environmental and Cost Considerations

- **Design roads to minimize environmental impact, avoiding wetlands and flood-prone areas.**
- **Use erosion control measures such as grassed swales, riprap, and sediment basins.**
- **Balance cost and performance using locally sourced materials for subbase and surfacing.**

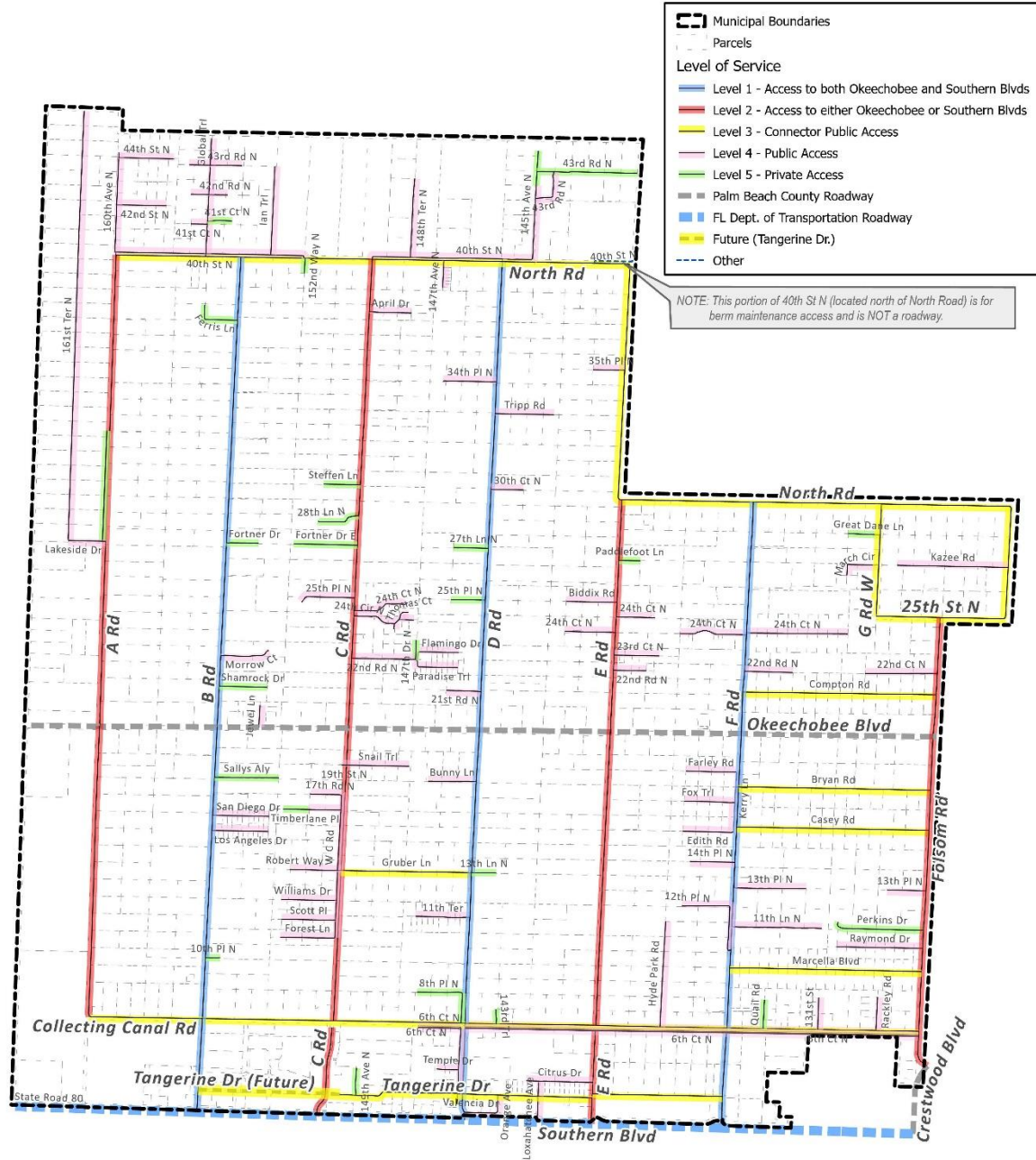
APPENDIX A





**LOXAHATCHEE
GROVES
FLORIDA**

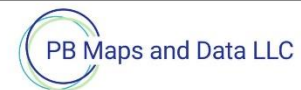
MAP TRN-2 - Local Roads Classification Map



Source: 2023 Town of Loxahatchee
Municipal Boundaries and Roads;
County Property Appraiser Parcels



0 0.5 1 Miles



ROAD SPEED HUMP (DUTCH DESIGN)

SEMINOLE SPEED HUMP

LEGEND:

HEIGHT	CROSSING SPEED
3.5'	20 MPH
4'	15 MPH

ROAD HUMP SIGNING & MARKING

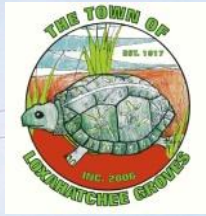
ROAD HUMP PAVEMENT MARKINGS

CONSTRUCTION PROCEDURES:

IT IS RECOMMENDED THAT A TEMP. A/E BE CONSTRUCTED TO VERIFY THE ACCURACY OF THE HUMP PROFILE AND TO ENSURE THAT THE DESIRED VERTICAL DIMENSIONS ARE ATTAINED WITHIN REASONABLE TOLERANCES. NORMALLY ONE HALF INCH OR LESS. PROVIDED THE HUMP DOES NOT EXCEED A INCHES. IF THE PROFILE IS INCORRECT, HUMP CHARACTERISTICS WILL BE CHANGED THAT MIGHT IMPACT TRAFFIC SAFETY OR CREATE INTERFERE SPEED CONTROL. IT IS RECOMMENDED THAT THE ROAD SURFACE BE EXCAVATED AT PAVERING EDGES TO PREVENT SEALING. HUMPS MAY BE INSTALLED IN TWO LIFTS TO IMPROVE ACCURACY AND SHAPE.

Master Roadway, Equestrian and Greenway Plan (MREG)

Item 13.



Prepared for:
Town of Loxahatchee Groves

Prepared By:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

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CGA Project No. 08-2032

March, 2009

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1.0 INTRODUCTION

Calvin, Giordano & Associates, Inc. was commissioned by the Town of Loxahatchee Groves to develop a Master Roadway, Equestrian and Greenway Plan (MREG) to evaluate traffic operational characteristics of the existing and future transportation network in the Town and identify opportunities for equestrian trails and greenways.

The Town of Loxahatchee Groves is a rural, residential and agricultural community encompassing approximately 12.5 square miles in Palm Beach County. Adjacent communities include the Village of Wellington to the south, the Village of Royal Palm Beach to the east, and areas of unincorporated Palm Beach County known as “The Acreage” to the north and west.

The Town is located within the Loxahatchee Groves Water Control District (LGWCD), a special district created in 1917 which maintains the roadways within the Town limits. In Year 2006, the LGWCD commissioned a report entitled the *LGWCD Districtwide Paving Analysis Report* (Erdman Anthony of Florida, Inc., October, 2006). The paving analysis report considered roadway surface treatment alternatives and typical cross section alternatives for roadways throughout the Town. A review of the findings of the paving analysis report was conducted and the recommendations of the report have been incorporated in the MREG, where appropriate.

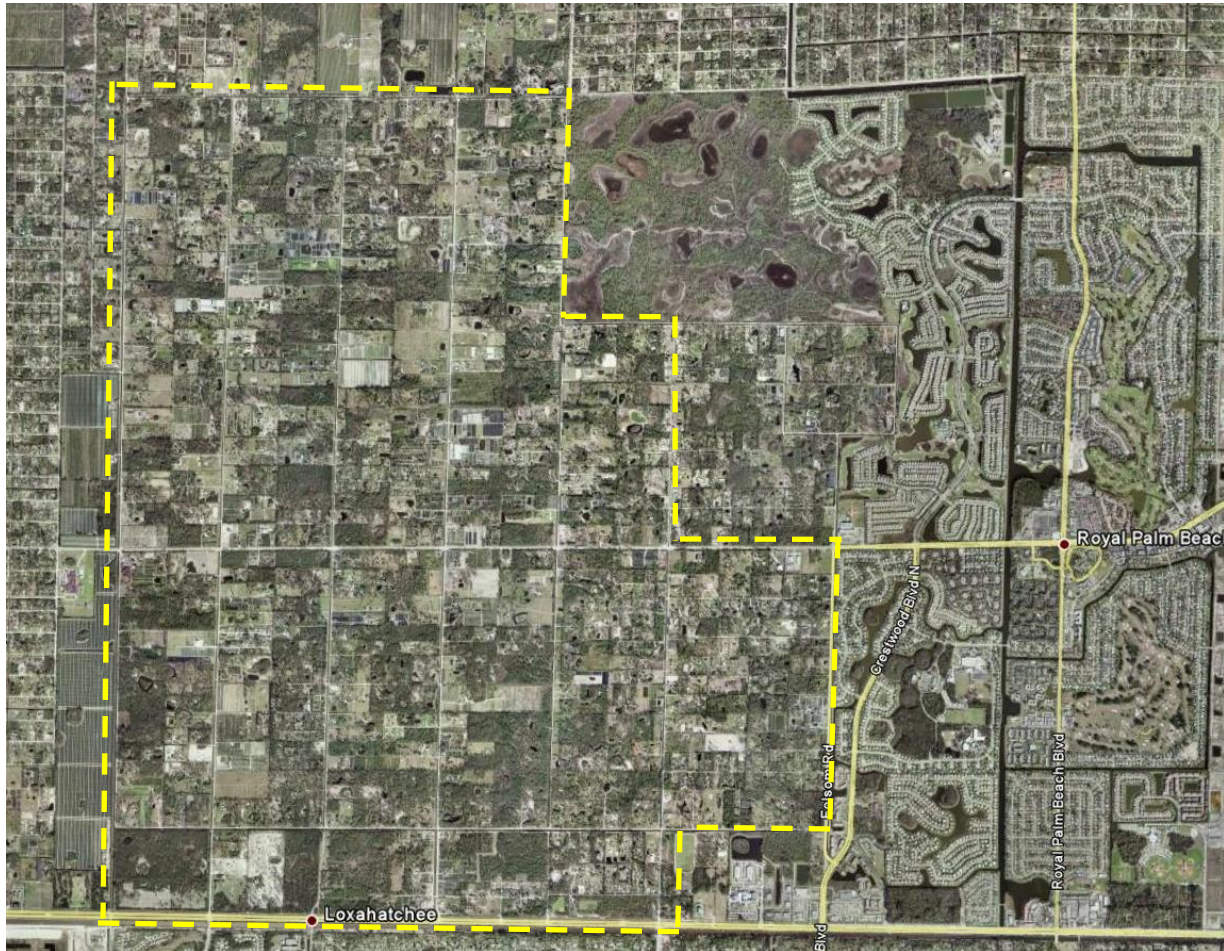
The scope of the MREG includes traffic volume data collection, traffic operational analyses of 36 primary intersections for existing and future conditions, recommendations for traffic operational improvements, and identification of opportunities for equestrian trails and greenways. Where appropriate, the MREG incorporates historical research and current roadway practices of the LGWCD. Study boundaries are depicted in **Figure 1**.

FIGURE 1

Master Roadway, Equestrian and Greenways Plan

Item 13.

Study Area Location Map



Legend

Study Area Boundary

2.0 TRAFFIC OPERATIONAL ANALYSIS

2.1 Existing Roadway Network

2.1.1 Roadway Functional Classifications

In general, roadways are classified based on the purpose they serve, the speed of travel they accommodate, and adjacent access and mobility needs. The four functional classification groups common to rural and urban roadways are Major Arterials, Minor Arterials, Collectors and Local streets. Rural or urban designation is based primarily on population and the Town of Loxahatchee Groves falls under the Urban Area Boundary of Palm Beach County. Descriptions of roadway functional classifications applicable to the Town are described as follows:

Major Arterial Road

This roadway provides service primarily through high speed and high volume traffic. Major Arterials usually provide service that is relatively continuous and for longer trip lengths. Typical principal arterials include interstates, freeways, and other limited access facilities. **SR-80/Southern Boulevard**, a four-lane divided facility with 12' wide lanes, is classified as Major Arterial in the study.

Collector Road

This roadway provides both land access and traffic circulation between arterials and local roads for moderate trip length at moderate speeds. A collector street system transitions vehicular traffic from local streets onto the arterial system. **Okeechobee Boulevard**, a two-lane undivided roadway, is classified as County Collector within the Town limits.

Local Road

This roadway permits direct access to abutting property and connections to a higher order roadway such as a collector or arterial. A local road provides service for low traffic volumes and short average trip lengths or minimal through traffic movements. **The primary letter roads (A Road, B Road, C Road, D Road, E Road and F Road)** in the study area are classified as Local roads.

2.1.2 Roadway Characteristics

Most of the roadways within the Town are unpaved dirt roadways consistent with a rural lifestyle. Some exceptions to this include SR-80/Southern Boulevard and Okeechobee Boulevard, which are primary east-west roadways. The primary north-south roadways within the Town include A Road, B Road, C Road, D Road, E Road and F Road. These roadways are referred to as “The Letter Roads” in this report.

2.1.3 SR-80/Southern Boulevard Corridor

SR-80/Southern Boulevard is a designated Strategic Intermodal System (SIS) facility and part of the Florida Intrastate Highway System (FIHS). SR-80/Southern Boulevard is an east-west State highway that connects western Palm Beach County to eastern Palm Beach County. Within the Town, SR-80/Southern Boulevard consists of a four-lane divided highway with a 220-foot right-of-way and a posted speed limit of 50 mph. District IV of the Florida Department of Transportation (FDOT) has classified SR-80/Southern Boulevard as Access Class 3. The adopted Level of Service for SR-80/Southern Boulevard is D. There are currently only two traffic signals within the study area, which are located at the intersections of SR-80/Southern Boulevard & B Road and SR 80/Southern Boulevard & F Road. Intersection spacing between the two signals is approximately 2 miles. Minor approach Stop-control is provided at all the remaining intersections along SR-80/Southern Boulevard within the study area.

2.1.4 Okeechobee Boulevard

Okeechobee Boulevard is an east-west, County thoroughfare classified as a County Collector. Within the Town, Okeechobee Boulevard is a two-lane roadway with a 120-foot right-of-way and a posted speed limit of 45 mph. All intersections on Okeechobee Boulevard within the Town operate with Stop-control on the minor approaches. Okeechobee Boulevard is classified as a CRALLS facility from E Road to Seminole Pratt Whitney Road only for the Florida Research Park build out extension from 2014 to 2021.

2.1.5 Unpaved Local Roads

The primary north-south roadways in the Town; A Road, B Road, C Road, D Road, E Road and F Road (The Letter Roads), are all unpaved dirt roadways with the exception of F Road. The Loxahatchee Groves Water Control District has installed a surface treatment on F Road consisting of Open Graded Emulsion Mix (OGEM). The *LGWCD Districtwide Paving Analysis Report* (Erdman Anthony of Florida, Inc., October, 2006) concluded that OGEM provides a low-cost and low maintenance alternative to typical asphalt pavement. Traffic mitigation measures consisting of speed tables have been installed on F Road in an effort to ensure compliance with posted speed limits and discourage cut-through traffic.

The Letter Roads have an identified right-of-way of 60 feet and a speed limit of 30 mph. In general, The Letter Roads are adjacent to open drainage canals contained within the 60-foot prescribed right-of-way. Acceptable Level of Service standards have not been established for unpaved dirt roads on either a national or regional level.

2.2 Data Collection

2.2.1 Existing Traffic Volumes

To establish a baseline for the traffic operational analysis element of the MREG, traffic volume data were collected at significant intersections and corridor locations throughout the Town. Four-hour turning movement counts encompassing morning and evening peak-hours were conducted at studied intersections and twenty-four hour traffic counts were conducted on studied corridors. The counts were conducted in November and December of 2008 and complete printouts are included in Appendix A.

In addition to traffic data collected in association with the MREG, data collected in conjunction with the ongoing SR 80 Access Control Plan were incorporated for analysis purposes. These data sets were collected in April and May of 2008 and are also included in Appendix A.

Four-Hour Turning Movement Counts

Turning movement counts were collected on a typical weekday (Tuesday through Thursday) during the AM and PM peak hours at the following 36 locations:

1. B Road and SR-80
2. B Road and Collecting Canal Road
3. C Road and SR-80
4. C Road and Tangerine Drive
5. C Road and Collecting Canal Road
6. D Road and SR-80
7. D Road and Tangerine Drive
8. West D Road and Tangerine Drive
9. D Road and 6th Court North Road
10. D Road and Collecting Canal Road
11. Loxahatchee Avenue and SR-80
12. Loxahatchee Avenue and Tangerine Drive
13. Loxahatchee Avenue and Citrus Drive

14. E Road and SR-80
15. E Road and East Citrus Drive
16. E Road and Tangerine Drive
17. E Road and Citrus Drive
18. E Road and 6th Court North Road
19. E Road and Collecting Canal Road
20. F Road and SR-80
21. F Road and East Citrus Drive
22. F Road and 6th Court North Road
23. F Road and Collecting Canal Road
24. A Road and Okeechobee Boulevard
25. B Road and Okeechobee Boulevard
26. C Road and Okeechobee Boulevard
27. D Road and Okeechobee Boulevard
28. E Road and Okeechobee Boulevard
29. F Road and Okeechobee Boulevard
30. A Road and North Road
31. B Road and North Road
32. C Road and North Road
33. D Road and North Road
34. North Road and 140th Avenue
35. E Road and North Road
36. F Road and North Road

24-Hour Bi-Directional Approach Counts

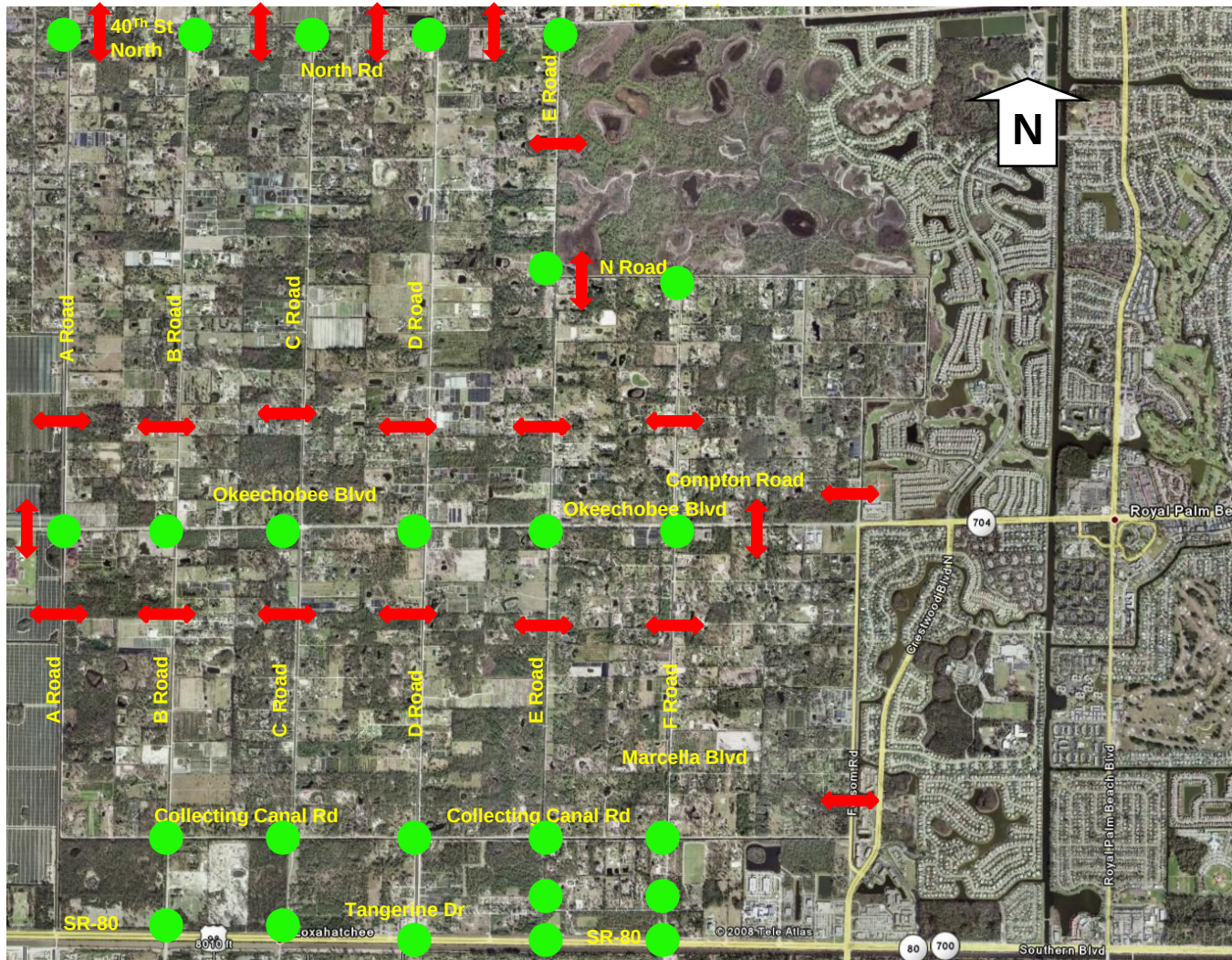
In addition to turning movement counts, 24-hour bi-directional counts were also collected for the following twenty-two locations on December 11, 2008:

1. A Road, south of Okeechobee Boulevard
2. B Road, south of Okeechobee Boulevard
3. C Road, south of Okeechobee Boulevard
4. D Road, south of Okeechobee Boulevard
5. E Road, south of Okeechobee Boulevard
6. F Road, south of Okeechobee Boulevard
7. A Road, north of Okeechobee Boulevard
8. B Road, north of Okeechobee Boulevard
9. C Road, north of Okeechobee Boulevard
10. D Road, north of Okeechobee Boulevard
11. E Road, north of Okeechobee Boulevard
12. F Road,, north of Okeechobee Boulevard
13. Okeechobee Boulevard, east of F Road
14. Okeechobee Boulevard, west of A Road
15. N Road between E Road and F Road
16. E Road between N Road and North Road
17. North Road between A Road and B Road
18. North Road between B Road and C Road
19. North Road between C Road and D Road
20. North Road between D Road and 140th Avenue
21. Folsom Road between Marcella Blvd and Collecting Canal Road
22. Folsom Road between Okeechobee Boulevard and Compton Road

Figure 2 graphically depicts all the data collection locations and complete printouts of all traffic counts are included in **Appendix A**.

FIGURE 2 Master Roadway, Equestrian and Greenway Plan Locations of Traffic Counts

Item 13.



Legend

Peak Hr TMC Locations

24-Hr Bi-Directional Count Locations
(for illustration purpose, not the exact location of counts)



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2.2.2 Review of Paving Analyses Report & Comparison of ADT

Average daily traffic (ADT) volumes collected in association with the *LGWCD Districtwide Paving Analysis Report* (Erdman Anthony of Florida, Inc., October, 2006) were reviewed for comparison with ADT volumes collected in 2008 in association with the MREG. The Districtwide Paving Analysis included ADT volumes both north and south of Okeechobee Boulevard on the following roadways: A Road, B Road, C Road, D Road, E Road, F Road and Folsom Road. The results of the comparison are illustrated in **Figure 3** and in **Tables 1A** and **1B**, and are graphically depicted in charts illustrated in **Figure 4**. As indicated, ADT volumes increased from Year 2006 to Year 2008 on the following roadway segments:

South of Okeechobee Boulevard:

A Road

B Road

C Road

F Road

Folsom Road

North of Okeechobee Boulevard

A Road

B Road

C Road

D Road

ADT volumes decreased from Year 2006 to Year 2008 on the following roadway segments:

South of Okeechobee Boulevard:

D Road

E Road

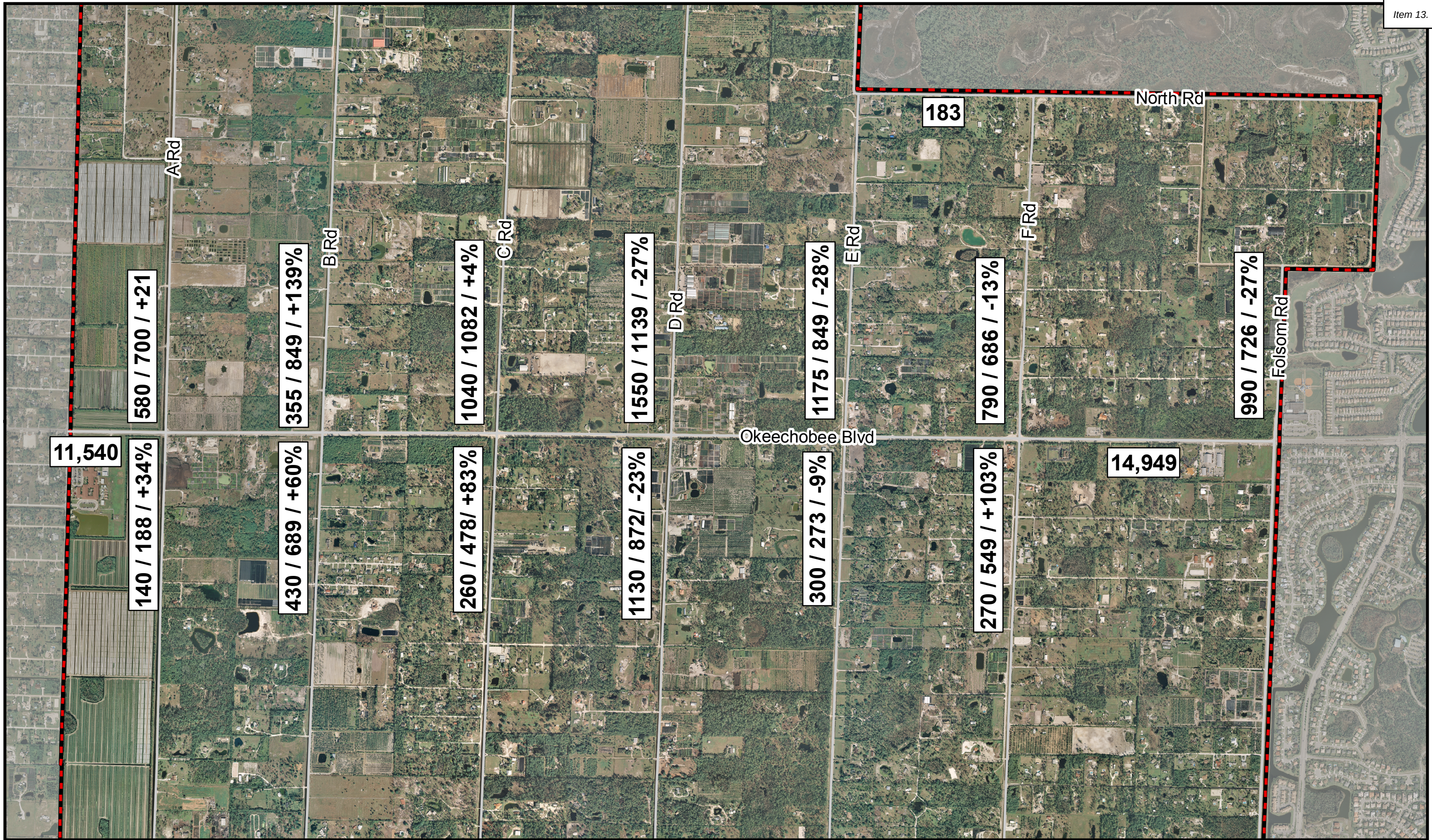
North of Okeechobee Boulevard

D Road

E Road

F Road

Folsom Road



Loxahatchee Groves 24 Hour Roadway Volumes

260 / 478/ +83% = 2006 Volume / 2008 Volume / % Difference

183 = 2008 Volume

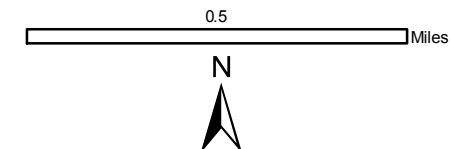


Table 1A
ADT Comparison Table (2006 ADT VS 2008 ADT)
ADT Collected South of Okeechobee Blvd

Roadway	From	To	ADT ¹	CGA ADT ²	% Increase/decrease
A Road	Collecting Canal Rd	Okeechobee Rd	140	188	34%
B Road	Collecting Canal Rd	Okeechobee Rd	430	689	60%
C Road	Collecting Canal Rd	Okeechobee Rd	260	478	84%
D Road	Collecting Canal Rd	Okeechobee Rd	1130	872	-23%
E Road	Collecting Canal Rd	Okeechobee Rd	300	273	-9%
F Road	Collecting Canal Rd	Okeechobee Rd	270	549	103%

Note:

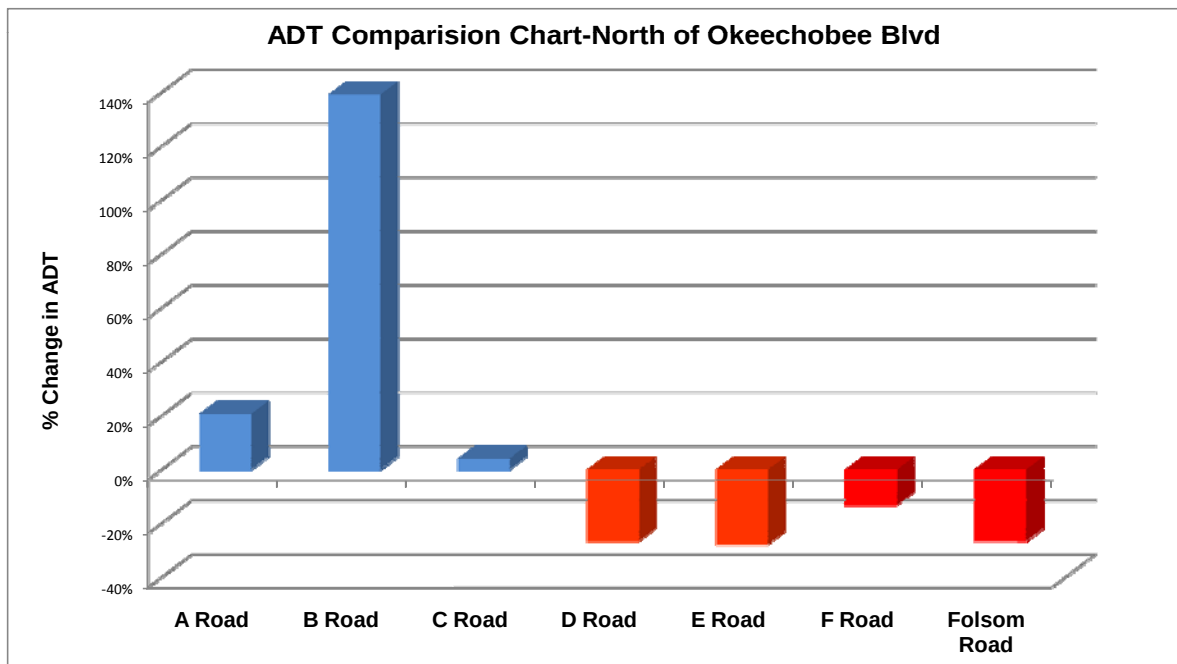
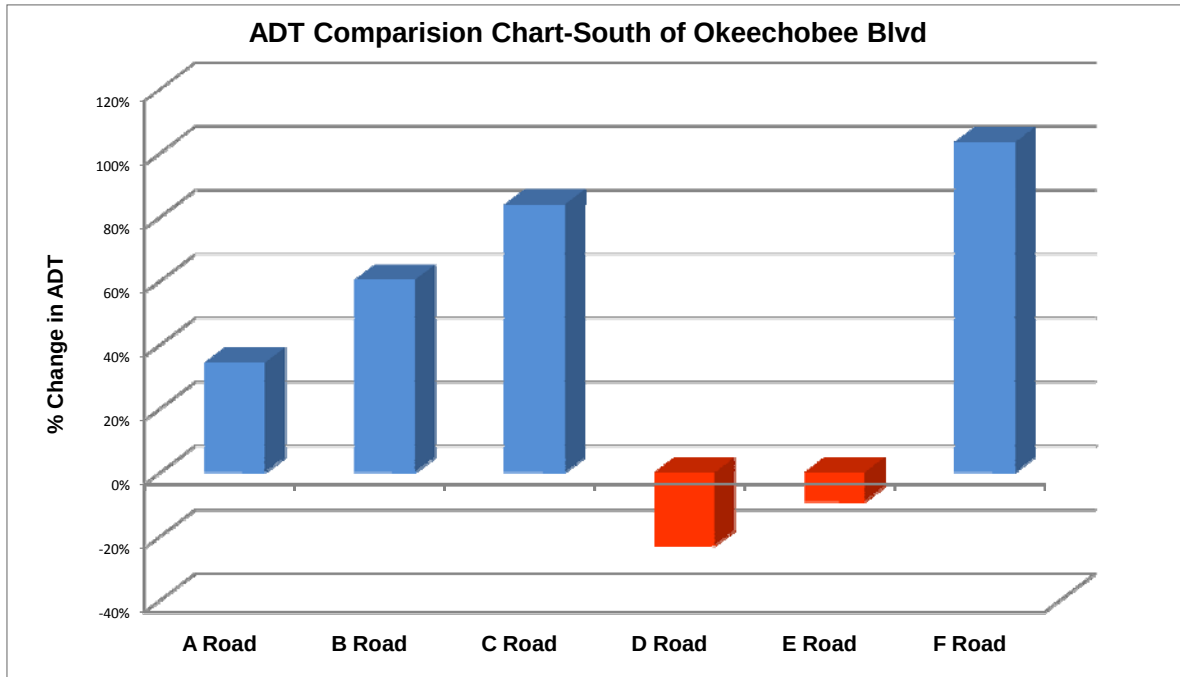
- 1) The ADT were directly taken from the Districtwide Paving Analysis Report, 2006 prepared by Erdman & Anthony of Florida, Inc.
- 2) The ADT volumes were based on twenty-four hour traffic counts performed on December 11, 2008.

Table 1B
ADT Comparison Table (2006 ADT VS 2008 ADT)
ADT Collected North of Okeechobee Blvd

Roadway	From	To	ADT ¹	CGA ADT ²	% Increase/decrease
A Road	Okeechobee Rd	North Rd	580	700	21%
B Road	Okeechobee Rd	North Rd	355	849	139%
C Road	Okeechobee Rd	North Rd	1040	1082	4%
D Road	Okeechobee Rd	North Rd	1550	1139	-27%
E Road	Okeechobee Rd	North Rd	1175	849	-28%
F Road	Okeechobee Rd	North Rd	790	686	-13%
Folsom Road	Okeechobee Rd	North Rd	990	726	-27%

Note:

- 1) The ADT were directly taken from the Districtwide Paving Analysis Report, 2006 prepared by Erdman & Anthony of Florida, Inc.
- 2) The ADT volumes were based on twenty-four hour traffic counts performed on December 11, 2008.



2.2.3 Traffic Growth Patterns: Cut-Through Traffic

The changes in ADT volumes tracked between the 2006 data set and the 2008 data set indicate substantial increases on B Road, C Road and F Road south of Okeechobee Boulevard (60%, 83% and 103%, respectively). It is highly unlikely and unrealistic to conclude this level of growth was attributable to the development of vacant land or the reconfiguration of existing land uses within the Town. It is more reasonable to conclude that these roadway segments were increasingly utilized as alternative routes between SR 80 and Okeechobee Boulevard by non-residents. This trend is known as cut-through traffic and is addressed in further detail in this report.

However, due to the limited number of data sets compared (One data set collected in Year 2006 and one data set collected in Year 2008), caution should be exercised when drawing conclusions regarding global traffic patterns. It is recommended that the Town continue monitoring traffic volumes on local roads to identify emerging trends and aid in future traffic analyses.

2.3 Safety Analysis

2.3.1 Speed Studies-Okeechobee Boulevard

In an MREG public workshop conducted in September 2008, Town residents expressed concerns regarding speeding on Okeechobee Boulevard and the difficulty of entering the high speed traffic stream on the roadway. A speed analysis was performed on Okeechobee Boulevard west of F Road to determine the extent of speed limit compliance on the roadway. The current posted speed limit on the subject roadway segment is 45 mph.

Speed data, collected on September, 26, 2007, was obtained from Palm Beach County Traffic Engineering Division. The results of an analysis of the data are summarized in **Table 2**. Analysis of the dataset showed that the 85th percentile speed on Okeechobee Boulevard was 54 mph, which is a 20% increase over the posted speed limit. The analysis also showed that 65.7% of vehicles on the roadway were driving at a higher speed than 45 mph.

2.3.2 Crash Data

To evaluate the existing conditions and to identify safety issues within the study area, available vehicular crash data were evaluated. Raw crash data compiled from January 2006 through May 2008 were obtained from Palm Beach County Traffic Division and are provided in **Appendix B** and summarized in **Figure 5**. The crash dataset was incorporated in traffic signal warrant analyses, as discussed in a subsequent section of this report.

TABLE 2
Speed Study Summary
Master Roadway Plan for the Town of Loxahatchee Groves

Location: Okeechobee Boulevard, West of F Road
Direction: East-West
Posted Speed Limit: 45 MPH

Date: Wednesday, September 26, 2007															Total
Speed	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-9999	
Vehicles	166	32	53	84	285	835	2,884	4,406	2,796	640	132	38	27	282	12,660

Source: Palm Beach County (PBC) Traffic Division

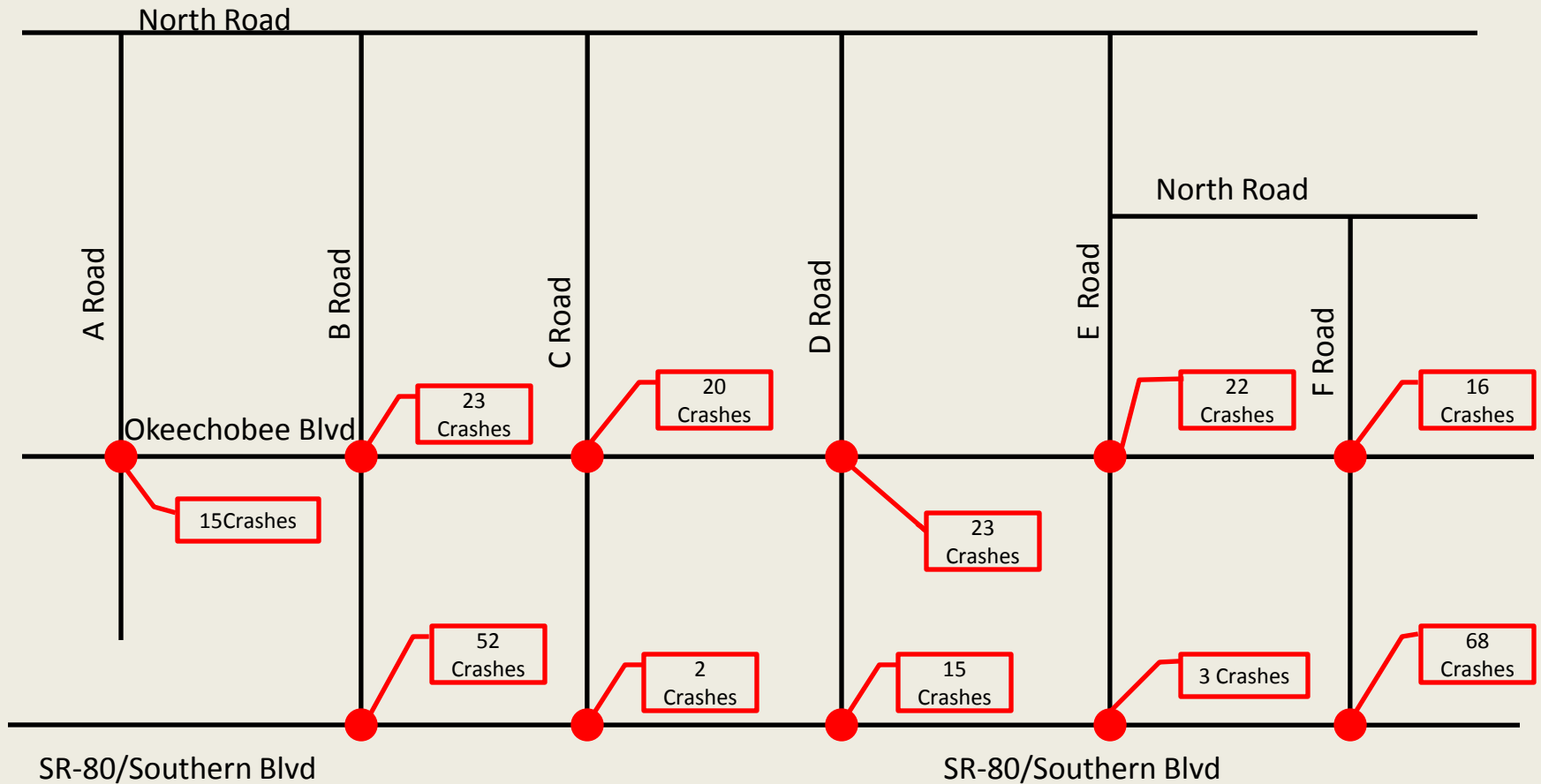
Statistics

15th percentile	41 MPH
50th percentile	42 MPH
85th percentile	54 MPH
95th percentile	59 MPH
Mean Speed	
Number of vehicles > 45 MPH	8321
Percent of vehicles > 45 MPH	65.70%

FIGURE 5

**Master Roadway, Equestrian and Greenway Plan
Intersection Crash Diagram**

Item 13.



Legend
● Intersection

2.4 Existing Conditions (Year 2008) Operational Analyses

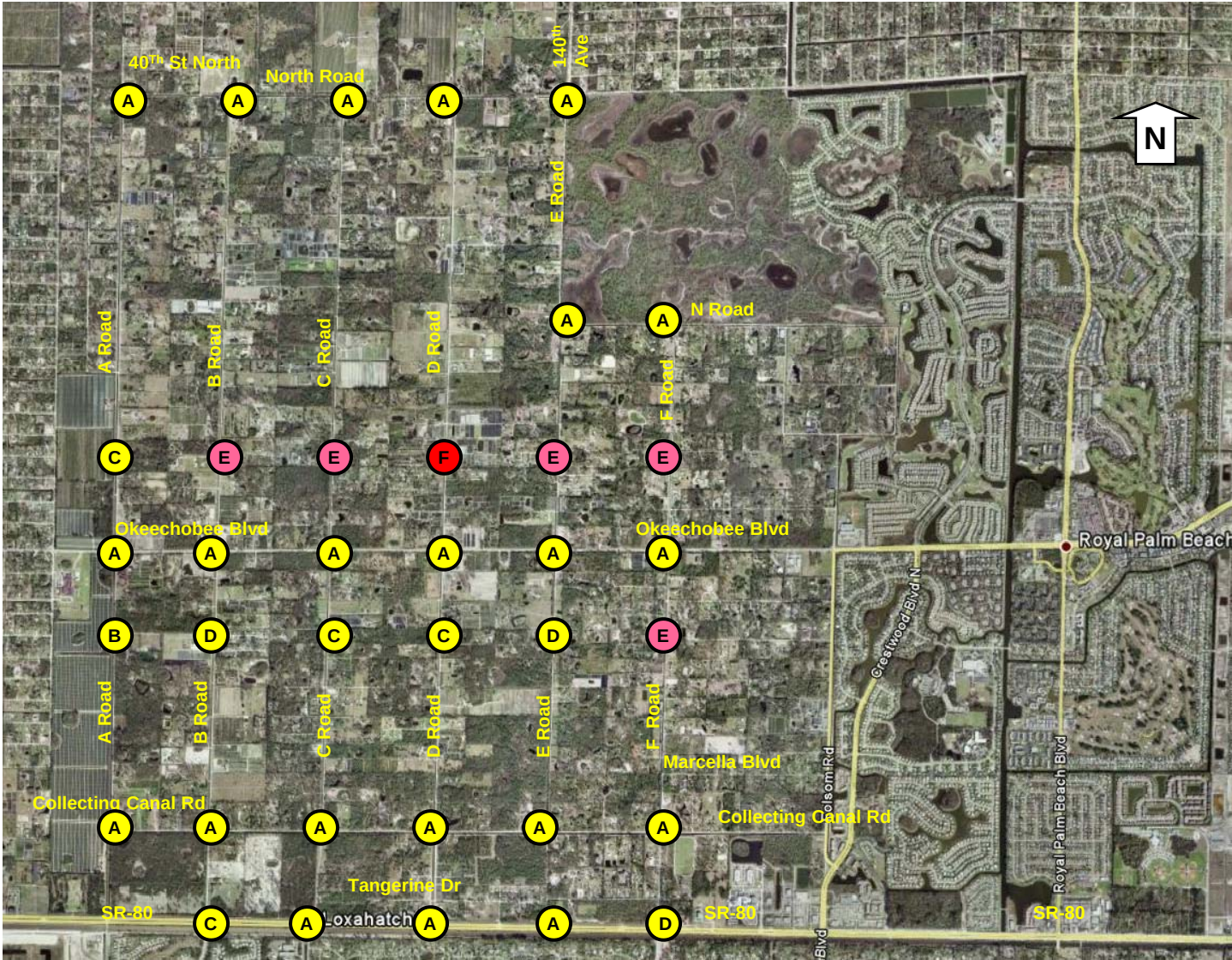
To determine the traffic operational conditions of existing intersections, the existing roadway network was modeled utilizing the analysis software packages SYNCHRO 7.0 and SimTraffic. Traffic operational analyses were performed for thirty-six intersections within the aforementioned study area limits.

Results of the analyses indicate that all studied intersections are currently operating within acceptable Levels of Service when considering overall intersection performance. However, minor approaches on intersections of The Letter Roads with Okeechobee Boulevard were shown to operate below acceptable Levels of Service. In particular, the north approaches on B Road, C Road, D Road, E Road and F Road and south approach on F Road were shown to experience substantial vehicle delay, particularly during the evening peak-hour. It is important to note that overall intersection performance is a weighted average of the delay experienced by each vehicle entering an analyzed intersection. Since the volume of traffic on the minor street approaches (The Letter Roads) is relatively low, the delay experienced by these drivers does not heavily influence the overall intersection performance. Thus substantial delay can be experienced by most if not all drivers on the minor street approach and the intersection can still reflect an acceptable overall Level of Service performance. This is the case for the analyzed intersections on Okeechobee Boulevard.

The arterial analyses of SR-80/Southern Boulevard under existing conditions revealed that the corridor in both the eastbound and westbound direction will be operating well above the adopted Level of Service standards. The results of the arterial analysis are summarized in **Table 3**.

The Levels of Service under existing conditions for intersections within study area are depicted in **Figure 6** and complete printouts are included in **Appendix C**.

Figure 6
Master Roadway, Equestrian and Greenway Plan
Existing 2008 Conditions-Intersection LOS



LEGEND

A

Intersection/Approach LOS

TABLE 3
Existing 2008 -PM Peak Hour Arterial Analysis

Arterial Level of Service: EB SR-80

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
B Rd/Binks Forest Dr	I	55	49.4	19.1	68.5	0.75	39.7	B
F Rd/Big Blue Trace	I	55	131.1	22.6	153.7	2.00	46.9	A
Total	I		180.5	41.7	222.2	2.75	44.6	A

Arterial Level of Service: WB SR-81

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
F Rd/Big Blue Trace	I	55	35.5	9.4	44.9	0.46	36.5	B
B Rd/Binks Forest Dr	I	55	131.1	10.9	142	2.00	50.7	A
Total	I		166.6	20.3	186.9	2.46	47.3	A

2.5 Traffic Signal Warrant Analyses

During the PM peak-hour, it was observed that heavy delays were experienced on the minor street approaches of intersections of The Letter Roads with Okeechobee Boulevard. To address this condition, a traffic signal warrant analysis was performed for the intersections of Okeechobee Boulevard with B Road and with F Road. These intersections were selected due in part to significant traffic volumes on both corridors, to provide acceptable gaps in traffic at intersections between these locations, and due to the fact that signalized intersections are currently provided at the intersections of SR 80/Southern Boulevard with each of these corridors.

The signal warrant analyses were performed in accordance with standards set forth in Section 4C of the Manual on Uniform Traffic Control Devices, 2003 Edition (MUTCD). The signal warrant analyses and applicable MUTCD tables and figures are included in **Appendix D**. Applicable warrants are described below.

Warrant 1, Eight-Hour Vehicular Volume - Warrant 1 is satisfied when either Condition A or Condition B is satisfied. If neither Condition is satisfied, then the combination of Conditions A and B can be considered. Condition A is satisfied when the major and minor street volumes equal or exceed the limits given in the 100 percent or 70 percent columns in MUTCD Table 4C-1 *Condition A-Minimum Vehicular Volume*. Condition B is satisfied when the major and minor street volumes equal or exceed the limits given in the 100 percent or 70 percent columns in Table 4C-1 *Condition B-Interruption of Continuous Traffic*. Since the posted speed limit on Okeechobee Boulevard is 45 miles per hour, which exceeds 40 miles per hour, the minimum volume thresholds identified in the 70 percent columns are used as the basis for this analysis, per MUTCD 2003 guidelines.

Warrant 2, Four-Hour Vehicular Volume - Warrant 2 is considered satisfied when traffic volumes during four hours of an average day for the major street (total of both approaches) and the corresponding volume on the higher-volume

minor street exceed minimum thresholds as defined in Figure 4C-2 of the MUTCD.

Warrant 3, Peak-Hour Vehicular Volume - Warrant 3 is considered satisfied when traffic volumes recorded during one hour (any four consecutive 15-minute periods) for the major street (total of both approaches) and the corresponding volume on the higher-volume minor street (one direction only) exceed the minimum volume thresholds identified in Figure 4C-4 of the MUTCD.

2.5.1 Signal Warrant Analysis: Okeechobee Boulevard at B Road & F Road

Based on intersection characteristics, traffic signal warrants for 70% criteria were evaluated for the intersections of Okeechobee Boulevard with B Road and F Road. Twenty-four hour traffic counts were used to evaluate the signal warrants, and copies of the volume counts are included in **Appendix A**. The speed analysis conducted earlier was used to find the average weekday and weekend 85th percentile speeds on Okeechobee Boulevard, in order to establish applicable volume limits for each signal warrant. Crash data at the intersections of Okeechobee Boulevard with F Road and B Road within the last three years (01/01/06-5/31/08) were also incorporated into the analyses. Based on the analyses, no warrants are currently met for signalization of either intersection. Monitoring of intersection conditions is recommended to determine if signalization warrants are met in the future.

2.6 Programmed Cost Feasible Roadway Projects

In the Palm Beach County Metropolitan Planning Organization's (MPO) 2030 Long Range Transportation Plan (LRTP), SR-80/Southern Boulevard is planned to be widened from 4 lanes to 6 lanes and Okeechobee Boulevard is planned to widen from 2 lanes to 4 lanes. Also, FDOT has a PD&E study for the widening of SR-80/Southern Boulevard programmed in their five year work program for 2011.

Bicycle and pedestrian improvements are also planned along Okeechobee Boulevard in the MPO Long Range Transportation Plan.

In the adopted 2030 Cost Feasible Plan, an east-west Palm Tran Bus Grid System is proposed on Okeechobee Boulevard and SR-80/Southern Boulevard. Also, north south routes are proposed on Folsom Road and Seminole Pratt Whitney Road.

2.7 Development of Future Traffic Volumes

2.7.1 Background Traffic Growth

According to the *Palm Beach County Traffic Division Historic Growth Table*, roadways in the vicinity of the study area including Folsom Road, Crestwood Boulevard, Forest Hills Boulevard, Orange Boulevard, Persimmon Boulevard, Seminole Pratt Whitney Road and SR-7 experienced a negative growth rate. Okeechobee Boulevard from Seminole Pratt Whitney Road to Royal Palm Beach Boulevard experienced a negative growth rate as well. However, traffic volumes collected in association with the MREG indicated instances of significant growth within the Town. Therefore, to ensure a conservative analysis, a 1.0% area wide compound annual growth rate was applied from 2008 to 2013 and a 0.5% linear growth rate was applied from 2013 to 2030 to determine the background turning movement volumes for analyzed Town roadways north of Collecting Canal Road.

The growth rates obtained from the *Palm Beach County Traffic Division Historic Growth Table* are included in **Appendix E** and listed in **Table 4A**.

The traffic forecasting methodology used for each studied roadway segment south of Collecting Canal Road was chosen after reviewing applicable forecast methodologies. The forecast methodologies reviewed include the following:

- Regression analysis of 7 years of the most recent historical daily traffic volumes from Palm Beach County.
- Regression analysis of 7 years of the most recent historical daily traffic volumes from Palm Beach County along with the Palm Beach County MPO 2030 model volumes without the E Road extension.
- Growth between the validation year 2000 and the 2030 Palm Beach County MPO model without the E Road extension.
- Zonal analysis of adjacent TAZ employment data from the validation year 2000 and the 2030 Palm Beach County Model.

The regression analyses of the historical Annual Average Daily Traffic (AADT) alone and the historical AADT combined with the 2030 Palm Beach County MPO model volumes without the E Road extension were completed using the “Traffic Trends” spreadsheet for SR-80/Southern Boulevard, Big Blue Trace and Binks Forest Drive. A linear, exponential, and decaying exponential trend line was fit to the data, and the trend analysis printouts for each traffic monitoring site are provided in **Appendix E**.

Future 2030 background volumes south of Collecting Canal Road were calculated employing the preferred growth rate as compound growth rate for each roadway from 2008 to 2030. The growth rate methodology table provided in **Table 4B** details the reasoning behind the selection of each traffic forecasting methodology.

Table 4A
Historic Growth Rate Table

Roadway	From	To	Historic GR
Southern Blvd	Seminole Pratt Whitney	Binks Forest Dr/B Rd	-8.37
	Binks Forest Dr/B Rd	Big Blue Trace/F Rd	-4.2
	Big Blue Trace/F Rd	Forest Hill/Crestwood Blvd	-2.46%
Okeechobee Blvd	Seminole Pratt Whitney	140th Ave	-3.39%
	140th Ave	Crestwood Blvd	-3.62%
	Crestwood Blvd	Royal Palm Blvd	-3.52%
Folsom Blvd	Crestwood Blvd	Okeechobee Blvd	-0.11%
Crestwood Blvd	Southern Blvd	Folsom Rd	-3.00%
	Folsom Rd	Okeechobee Blvd	-3.37%
	Okeechobee Blvd	Royal Palm Blvd	-2.37%
Seminole Pratt Whitney	Southern Blvd	Okeechobee Blvd	-8.83%
	Okeechobee Blvd	Sycamore Dr E	-5.80%
Royal Palm Beach Blvd	Southern Blvd	Okeechobee Blvd	1.35%
	Okeechobee Blvd	RPB North limits	-3.51%
Forest Hill Blvd	Southern Blvd	Wellington Trace	-2.08%
Big Blue Trace	Wellington Trace	Southern Blvd	1.37%
Coconut Blvd	Persimmon Blvd	Orange Blvd	-7.77%
	Orange Blvd	Temple Blvd	-6.70%
Northlake Blvd	Seminole Pratt Whitney	Coconut Blvd	-1.71%
Orange Blvd	140th Ave N	Coconut Blvd	-5.30%
	Cocounut Blvd	Royal Palm Blvd	-6.35

TABLE 4B
Growth Rate Comparison Table
 Southern Boulevard Traffic Forecast
 Florida Department of Transportation District IV - Systems Planning

Location	METHOD 1 Historic Trend Analysis	METHOD 2 Historic+2 030	METHOD 3 2000 - 2030 FSUTMS Forecasts			METHOD 4 2000 - 2030 FSUTMS TAZ Data	Recommended Growth Rate	Notes
			2000	2030	Compd Growth			
Southern Blvd east of F Rd	1.11% LGR	1.1% CGR	32,147	58,100	1.99%		1.00%	A growth rate of 1% was utilized since committed development along SR 80 is available.
Southern Blvd b/w B Rd and F Rd	2.84% CGR	0.95% CGR	18,832	38,967	2.45%		1.00%	
Southern Blvd b/w Seminole Pratt Whitney Rd and B Rd	3.53% CGR	1.44% CGR	19,988	44,350	2.69%		1.00%	
Binks Forest S. of Southern Blvd	0.41% CGR	1.41% CGR	7,257	14,574	2.35%		1.50%	Good Correlation between historical and model conditions.
Big Blue Trace S. of Southern Blvd	0.39% CGR	2.68% CGR	16,393	21,791	0.95%		1.00%	The 2008 data from PBC shows an AADT of 11,000. PBC 2030 model volume is unrealistically high.
D Rd N. of Southern Blvd			1,080	1,475	1.04%		1.50%	Utilized same growth rate as all roadways within Loxahatchee Groves.
Ousley Farms Rd S. of SR 80						0.15% CGR	0.50%	Minimum growth rate utilized.
All roadways within Loxahatchee Groves						1.59% CGR	1.50%	Averaged population TAZ data for all centroids within study limits north of SR 80.

2.7.2 Approved Committed Development

The Palm Beach County Traffic Performance database was utilized to determine committed development trips within the study area. Future committed developments within the Town of Loxahatchee Groves along SR-80 include the following:

- Loxahatchee Retail, between C Road and D Road.
- Southern Crossing MUPD, between E Road and D Road.
- Groves Medical Plaza, west of F Road.

Other committed developments located outside the Town of Loxahatchee Groves but within the vicinity of study area include the following:

- Crestwood Middle School Expansion
- Binks Forest Residential
- Wellington Elementary School
- Everglades Farm Equipment
- Highland Dunes
- Cypress Key
- Southern Palm Crossing
- Palms West Hospital
- Taheri

Details of the approved committed developments are provided in **Appendix E**.

2.7.3 Maximum Future Development and Projected Land use

2.7.3.1 Vacant Parcel Trips

To account for trips associated with the possible development of currently undeveloped parcels, a trip generation analysis was performed using Palm Beach County Trip Generation Rates and Equations for vacant parcels within the Town of Loxahatchee Groves. The resultant trips were assigned onto the surrounding roadway network and included in future turning movements to determine future total traffic volumes.

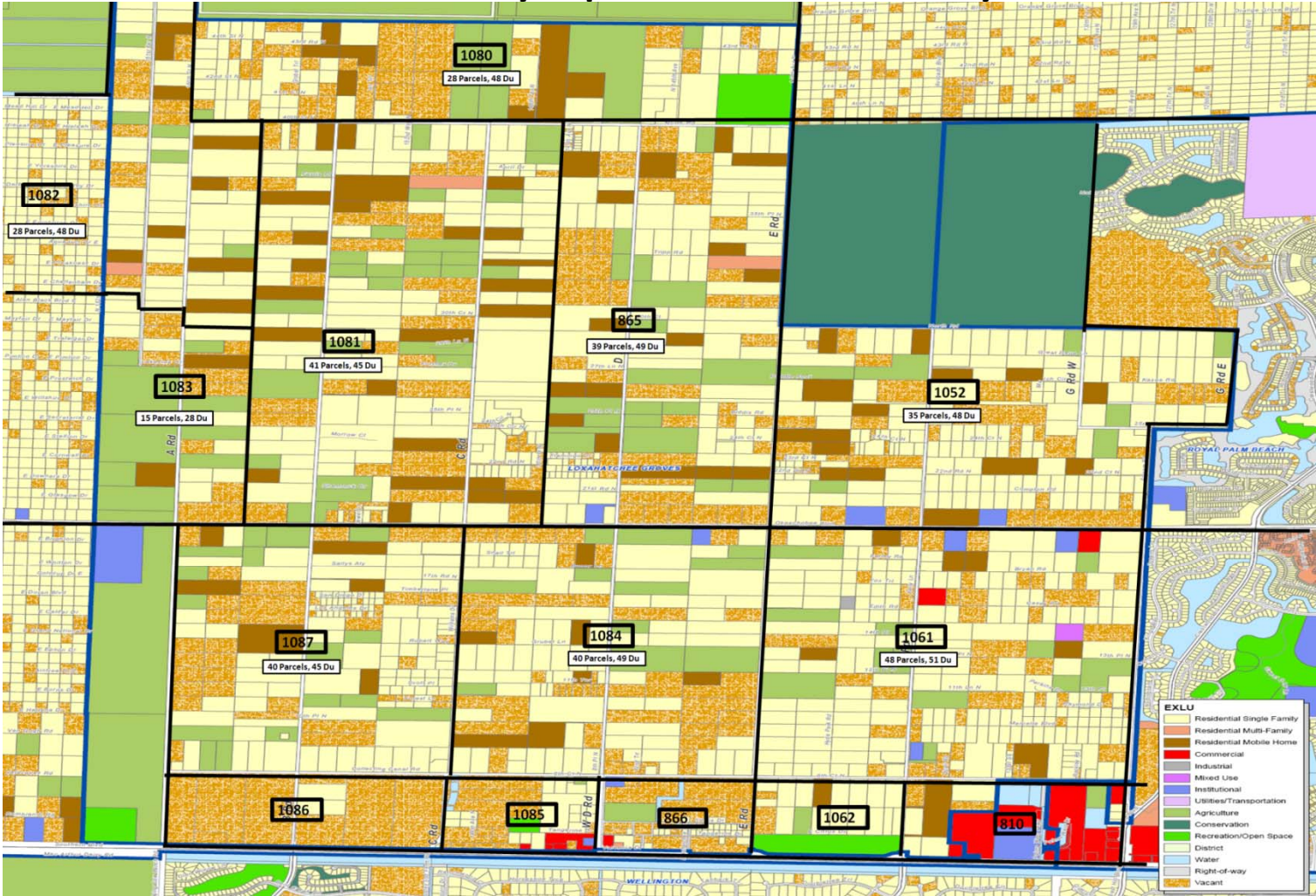
Traffic Analysis Zone (TAZ) and vacant parcel information is included in **Figure 7** and **Appendix E** and a trip generation analysis is provided in **Table 5**.

2.7.4 Year 2030 Traffic Volume Projections

Year 2030 total traffic volumes include the sum of existing 2008 traffic volumes, future background traffic volumes, Palm Beach County approved committed traffic volumes, vacant parcels trips, and traffic volumes from potential commercial developments along SR-80/Southern Boulevard. Year 2030 turning movement volumes are reflected in the Year 2030 Synchro analyses contained in **Appendix C**.

FIGURE 7

Master Roadway, Equestrian and Greenway Plan



Legend

1250

Traffic Analysis Zone

TABLE 5
Vacant Parcel Trip Generation Table

TAZ 1087

Landuse	ITE Code	Unit	Allowable Max Density	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	45	10	450	0%	41	10	31	52	33	19

TAZ 1084

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	49	10	490	0%	44	11	33	56	36	21

TAZ 1061

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	51	10	510	0%	45	11	34	58	37	22

TAZ 1081

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	45	10	450	0%	41	10	31	52	33	19

TAZ 865

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	49	10	490	0%	44	11	33	56	36	21

TAZ 1052

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	48	10	480	0%	43	11	32	55	35	20

TAZ 1083

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	45	10	450	0%	41	10	31	52	33	19

TAZ 1082

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	48	10	480	0%	43	11	32	55	35	20

TAZ 1080

Landuse	ITE Code	Unit	Intensity	Daily Rate Equation	Daily Trips	Pass-by	AM			PM		
							Total	In	Out	Total	In	Out
Single Family	210	Dwelling Unit	48	10	480	0%	43	11	32	55	35	20

Note:

1) Palm Beach County Trip Generation Rates & Equations.

AM $T = 0.7 (X) + 9.43$

25/75

PM $\ln (T) = 0.90 \ln (X) + 0.53$

63/37

2.8 Future Conditions Scenarios

Three alternate scenarios for future traffic conditions were considered and analyzed. They are as follows:

- 1) Alternative 1-No Build Scenario
- 2) Alternative 2-Proposed Roundabouts on Okeechobee Boulevard
- 3) Alternative 3-Proposed Signals on Okeechobee Boulevard

2.8.1 Okeechobee Intersection Control – Roundabouts or Traffic Signals

Existing and projected future traffic volumes at intersections of The Letter Roads with Okeechobee Boulevard are relatively low and therefore intersection control will not likely be warranted on all Letter Road intersections. However, providing intersection control at two strategic intersections such as B Road and F Road can dramatically improve the operational characteristics of all Letter Road intersections on Okeechobee Boulevard. Providing intersection control at B Road and F Road will result in gaps in the overall traffic stream at all intersections between B Road and F Road. Gaps in the traffic stream result when traffic is stopped or significantly slowed at the two controlled intersections. These gaps will allow minor street traffic at C Road, D Road and E Road to enter the traffic stream on Okeechobee Boulevard or cross Okeechobee Boulevard more effectively and will reduce the minor street delay identified in operational analyses. Therefore, intersection control was analyzed for the intersections of Okeechobee Boulevard with B Road and F Road.

2.8.2 Operational Analysis for Alternative 1-No Build Scenario

Alternative 1 serves as the baseline alternative. This alternative takes into consideration the future planned roadway improvements and future volumes based on existing plus committed network, background volumes, undeveloped vacant parcel trips and proposed commercial developments along SR-80/Southern Boulevard. All the intersections in the study area were analyzed using Trafficware's SYNCHRO 7.0 and SimTraffic software for Alternative 1-No Build conditions during the PM peak hour. The analyses illustrated that all the analyzed

intersections on Tangerine Drive, Collecting Canal Road, 6th Court North Road, Citrus Drive and North Road will be operating at LOS A with minimal delays. All the intersections on Okeechobee Boulevard except Okeechobee Boulevard at B Road will be operating at or above LOS B. However, most of the minor approaches on Okeechobee Boulevard will experience heavy delays and are expected to operate below acceptable Level of Service standards. The analyses demonstrated that all the intersections on SR-80/Southern Boulevard except SR-80/Southern Boulevard at Loxahatchee Avenue will be operating below acceptable Level of Service standards. However, the arterial analyses of the corridor revealed that the SR-80/Southern Boulevard corridor, both in the eastbound and westbound directions, will be operating well above the adopted Level of Service standards. The results of the arterial analysis are summarized in **Table 6**.

The Levels of Service for all analyzed intersections in the study area for No Build Conditions are depicted in **Figure 8**. The results of the Synchro analyses for all thirty-six intersections are included in **Appendix C**.

TABLE 6
2030 Future Conditions-PM Peak Hour
Arterial Analyses

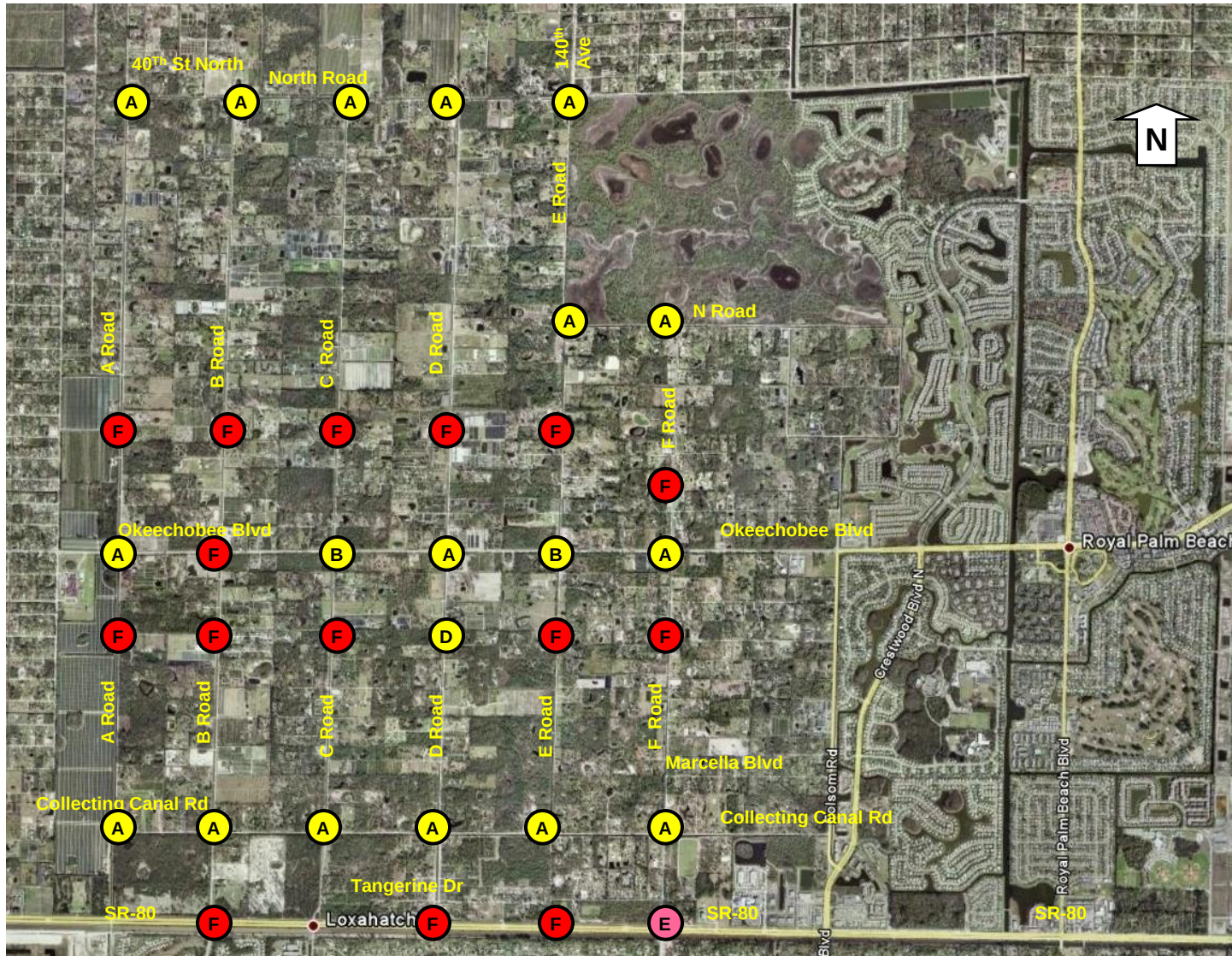
Arterial Level of Service: EB SR-80

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
B Rd/Binks Forest Dr	I	55	49.4	98.0	147.4	0.75	18.4	E
F Rd/Big Blue Trace	I	55	131.1	79.2	210.3	2.00	34.3	B
Total	I		180.5	177.2	357.7	2.75	27.7	C

Arterial Level of Service: WB SR-80

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
F Rd/Big Blue Trace	I	55	35.5	27.4	62.9	0.46	26.1	D
B Rd/Binks Forest Dr	I	55	131.1	24.6	155.7	2.00	46.3	A
Total	I		166.6	52.0	218.6	2.46	40.5	B

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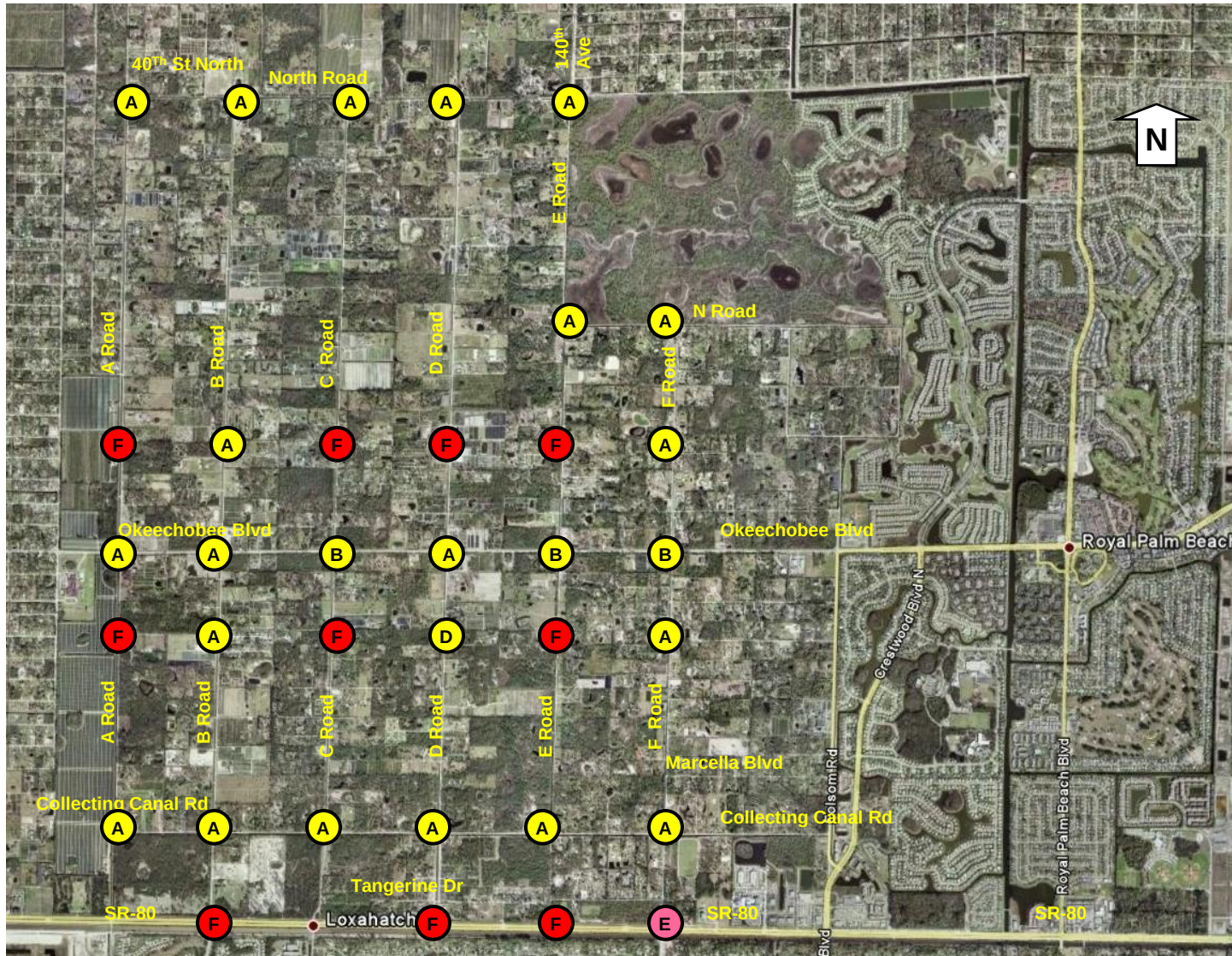
2.8.3 Alternative 2-Proposed Roundabouts on Okeechobee Boulevard

Existing condition and Future No-Build condition traffic analyses indicated that Okeechobee Boulevard intersections are expected to operate within acceptable Levels of Service for each overall intersection. However, individual approaches were shown to experience significant delay, particularly on side street approaches north and south of Okeechobee Boulevard. To address this problem, Alternative 2 proposes two roundabouts on Okeechobee Boulevard, one roundabout on Okeechobee Boulevard at B Road, and a second roundabout on Okeechobee Boulevard at F Road. These intersections were selected due in part to the significant growth in traffic volumes illustrated on both roadway segments south of Okeechobee Boulevard. It is apparent from the traffic count data that non-resident cut-through traffic is significant on both of these roadway segments and subsequently, at the intersection of these segments with Okeechobee Boulevard. The roundabout analysis for these two intersections was performed using Rodel software. Results of the analyses indicate that a roundabout at Okeechobee Boulevard and B Road will operate at LOS A with an average delay of 8.3 seconds per vehicle and the roundabout at Okeechobee Boulevard and F Road will operate at LOS B with an average delay of 13.2 per vehicle.

The levels of service for all the intersections in the study area for future 2030 proposed conditions are depicted in **Figure 9**. The Rodel analyses are included in **Appendix C**.

Figure 9
Master Roadway, Equestrian and Greenways Plan
Future 2030 Analyses with Improvements (Roundabouts)

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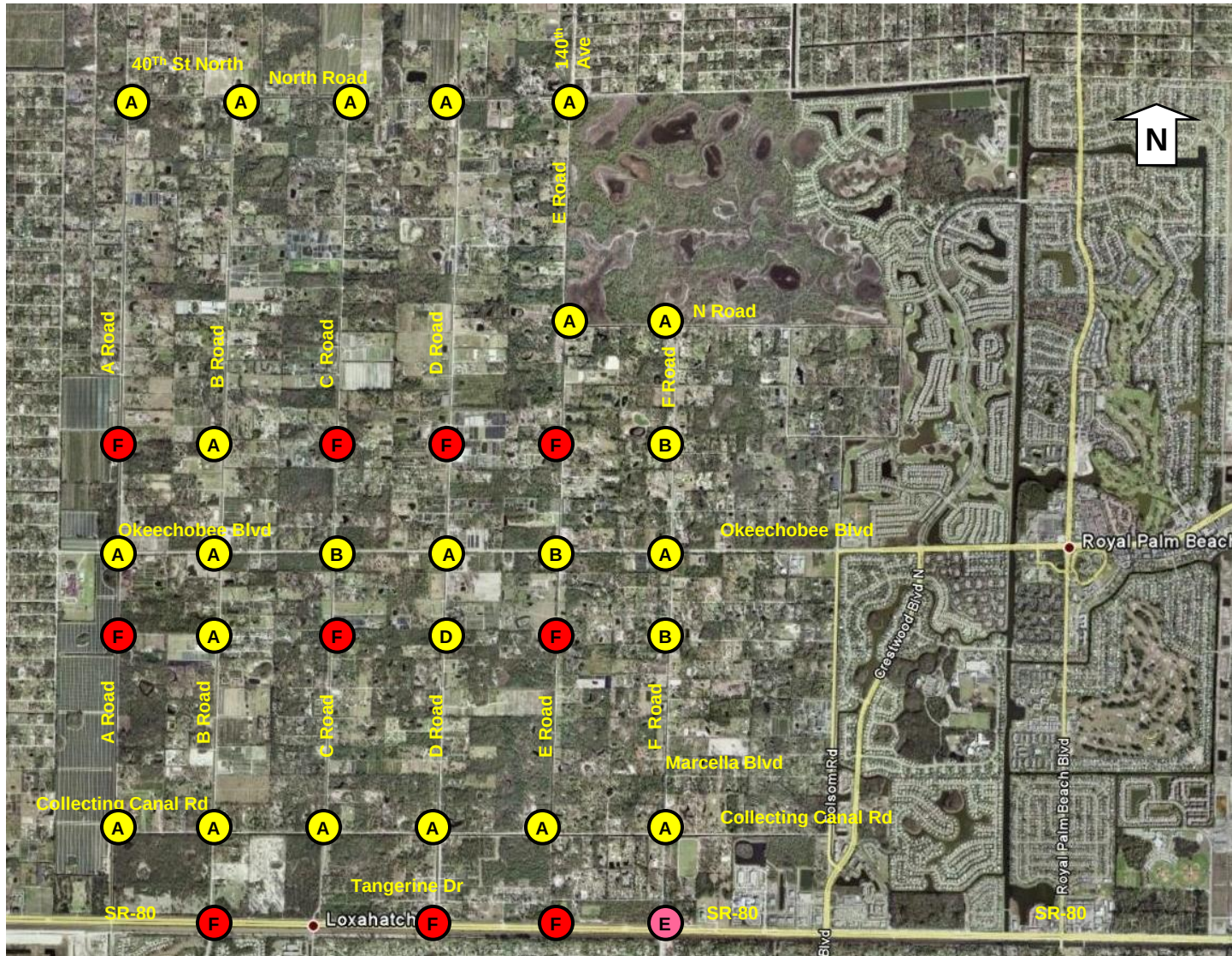
(A) Intersection/Approach LOS

2.8.4 Alternative 3-Proposed Signals on Okeechobee Boulevard

Existing condition and Year 2030 No Build condition analyses revealed that although most intersections on Okeechobee Boulevard were expected to operate within adopted level of service standards, traffic on minor street approaches will experience significant delays due to lack of adequate gaps. To improve the overall operations of the corridor and provide adequate gaps in the traffic stream, Alternative 3 proposes two traffic signals on Okeechobee Boulevard, one signal at the intersection with B Road and a second signal at the intersection with F Road. The signalized intersections were analyzed utilizing Synchro 7 software and the results of the analyses are illustrated in **Figure 10**. As indicated, the signalized intersections are expected to operate at Level of Service B or better. Complete printouts of the analyses are included in **Appendix C**.

Figure 10
Master Roadway, Equestrian and Greenway Plan
Future 2030 Analyses with Improvements (Signals)

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(A) Intersection/Approach LOS

2.9 Roadway Typical Cross-Sections

The existing unpaved roadway cross-sections on The Letter Roads are not compliant with design standards set forth in the *Manual of Minimum Uniform Standards for Design, Construction and Maintenance for Streets and Highways* (also known as the Florida Green Book), Edition 2007. The Green Book provides minimum dimensions for typical roadway cross-sections. **Figure 11** illustrates the existing unpaved roadway cross-sections on The Letter Roads.

The *LGWCD Districtwide Paving Analysis Report* (Erdman Anthony of Florida, Inc., October, 2006) included four alternatives for roadway typical cross-sections with required right-of-way widths ranging from 102.5 feet to 133 feet and the preferred alternative was entitled “Preferred Grant Typical Section” with a proposed ROW width of 111 feet. All four of the proposed alternatives are summarized in **Table 7**. The minimum width roadway typical cross-section identified in the LGWCD Districtwide Paving Analysis Report is illustrated in **Figure 12**.

2.9.1 LGWCD Roadway Surface Treatment

The *LGWCD Districtwide Paving Analysis Report* (Erdman Anthony of Florida, Inc., October, 2006), discussed the costs and benefits of the following three roadway surfacing alternatives: Standard pavement (asphalt), open graded emulsion mix (OGEM), and unpaved or dirt surfaces. The LGWCD has since proceeded with a roadway surface treatment program that includes application of OGEM on roadway segments where a majority of adjacent and affected residents vote in favor of roadway improvements. To date, OGEM has been installed on F Road north and south of Okeechobee Boulevard. In addition, the LGWCD has installed speed tables and additional warning and regulatory signage on F Road. An illustration of a typical roadway cross section of OGEM surface treatment on The Letter Roads is shown in **Figure 13**.



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Figure 11 - Existing Unpaved Conditions; Letter Roads

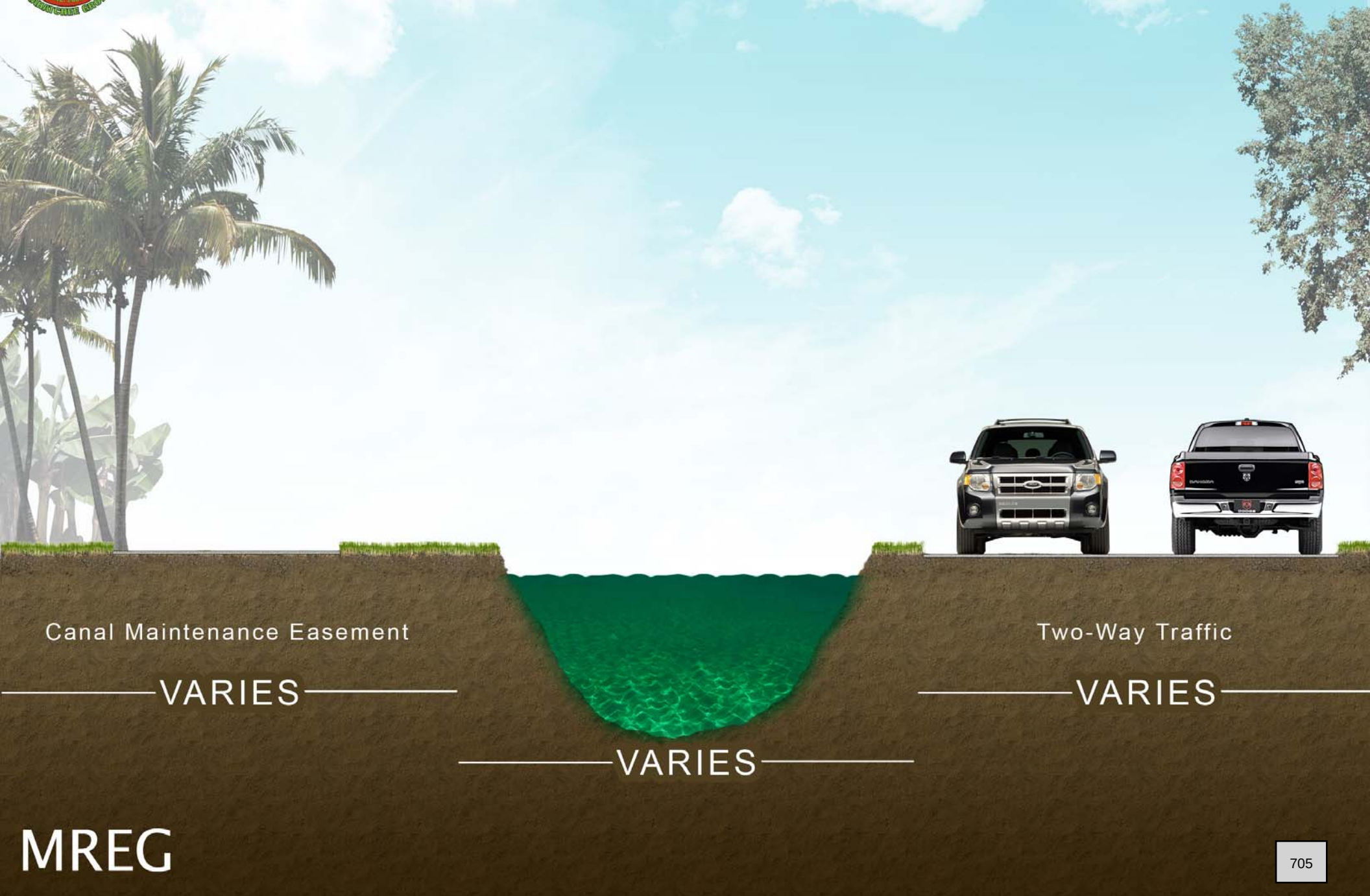


Table 7
Typical Sections
Districtwide Paving Analysis Report

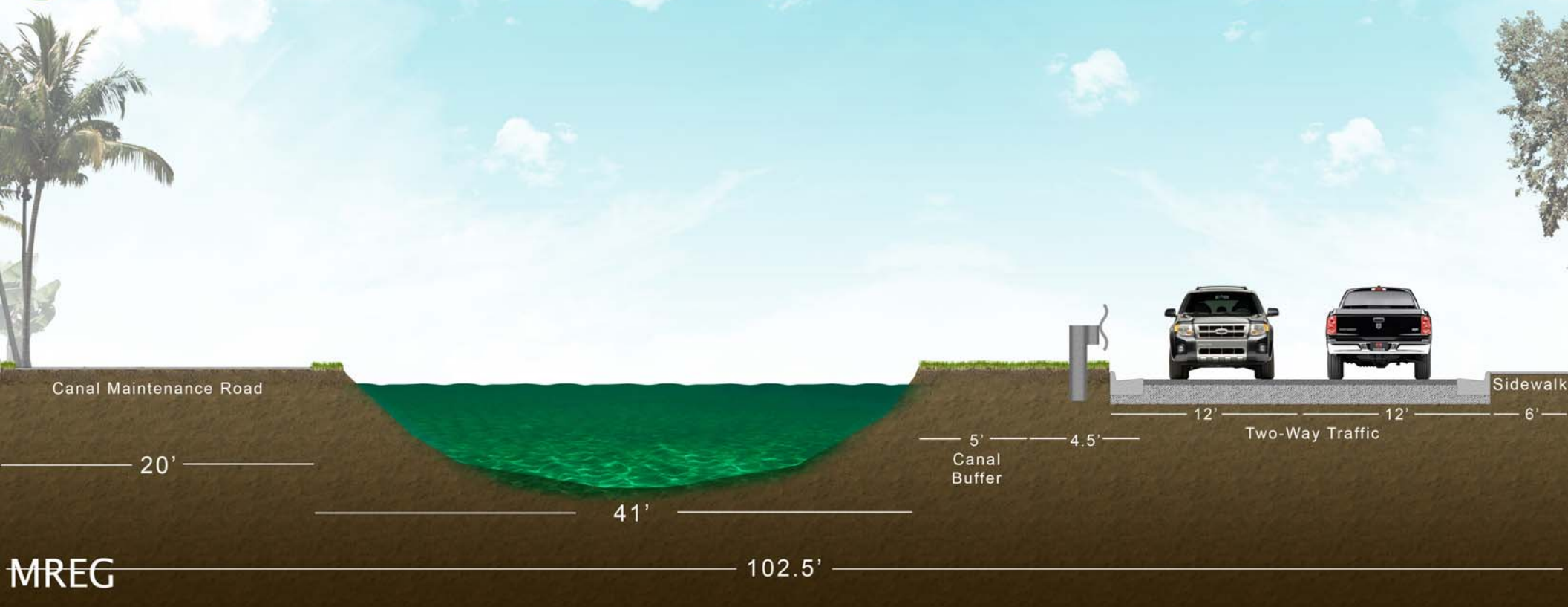
Design Elements	Minimum Width Typical Section ¹ (ft)	Typical Section-All Amenities ² (ft)	Preferred Typical Section ³ (ft)	Preferred Grant Typical Section ⁴ (ft)
Canal Maintenance Rd	20	20	20	
Canal Maintenance Rd/Equestrian Trail				20
Canal Rd	41	41	41	41
Canal Buffer	5	5	5	5
Equestrian Path		12		
Curb & gutter	4.5	4.5	2	2
Maintenance Strip		2.5	3	3
Asphalt Path			8.2	8
Travel Lane	12	12	12	12
Grass Swale		8	8	8
buffer	2	2		
Sidewalk	6			
Shared Use Path		12		
Total	102.5	133	111.2	111

Note:

- 1) The information is directly taken from Exhibit 1-Districtwide Paving Analysis Report prepared by Erdman & Anthony of Florida, Inc.
- 2) The information is directly taken from Exhibit 2-Districtwide Paving Analysis Report prepared by Erdman & Anthony of Florida, Inc.
- 3) The information is directly taken from Exhibit 3-Districtwide Paving Analysis Report prepared by Erdman & Anthony of Florida, Inc.
- 3) The information is directly taken from Exhibit 9-Districtwide Paving Analysis Report prepared by Erdman & Anthony of Florida, Inc.



Figure 12 - FDOT Greenbook Compliant Minimum Cross Section



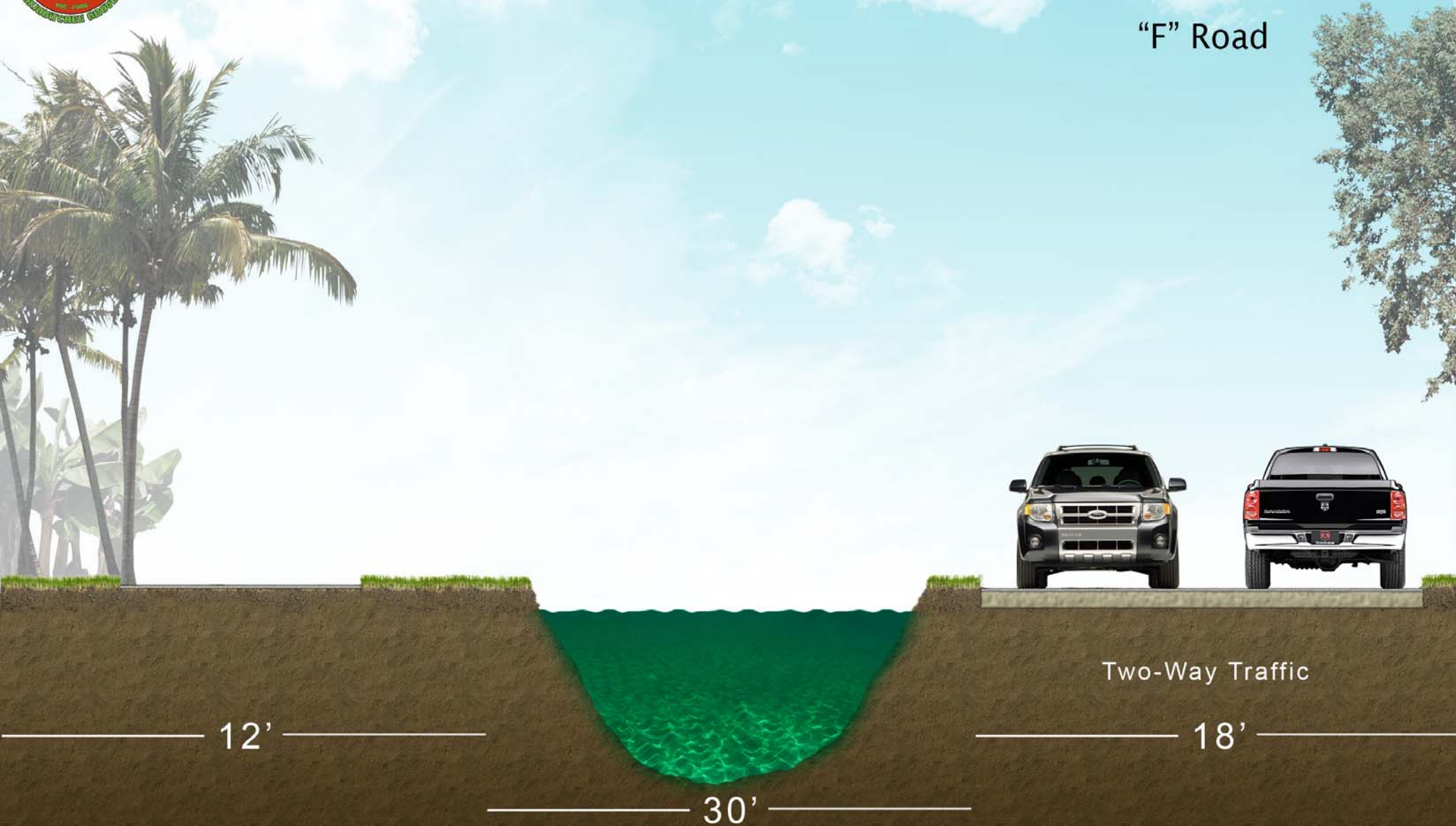


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Figure 13 - LGWCD OGEM Roadway Surface Treatment

"F" Road



2.9.2 Right-of-Way Information

Limited available right-of-way information, such as that contained in the LGWCD Paving Analysis Report, indicates that existing roadways may have migrated significantly beyond existing prescribed right-of-way limits. As a result, the acquisition of additional right-of-way may be required even to simply maintain the existing roadway cross-sections. Acquiring accurate roadway survey data is critical in evaluating possible roadway widening options and it is therefore recommended that the Town work to obtain updated survey data for The Letter Roads before evaluating roadway widening options. The LGWCD maintains roadway survey data for The Letter Roads, however the database may need to be supplemented with more frequent roadway cross sections taken at 50-foot or 100-foot intervals to identify any roadway migration.

3.0 Equestrian Trails and Greenways

Throughout the Visioning process associated with the development of the Comprehensive Plan, as well as in public workshops held in association with the development of the MREG, residents have consistently identified a strong desire for a comprehensive equestrian trail and greenway network within the Town. Existing facilities are limited to an equestrian trail/greenway along the canal maintenance easement (west of the canal) on F Road and an equestrian trail within the Loxahatchee Groves Park.

The Town lies within the Palm Beach County Northeast Everglades Natural Area (NENA) boundary. Palm Beach County recently revised the trail maps for NENA and the revised maps include a proposed greenway trail along North Road within the Town of Loxahatchee Groves, providing access to Royal Palm Beach Pines Natural Area. Several greenways have been established within the Royal Palm Beach Pines Natural Area as well as within the Pond Cypress Natural Area.

Florida Statutes define a greenway as a linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridge-line, or over land along a railroad right-of-way converted to recreational use, a canal, a scenic road, or other route; any natural or landscaped course for pedestrian or bicycle passage; an open space connector linking parks, nature reserves, cultural features, or historic sites with each other and populated areas; or a local strip or linear park designated as a parkway or greenbelt.

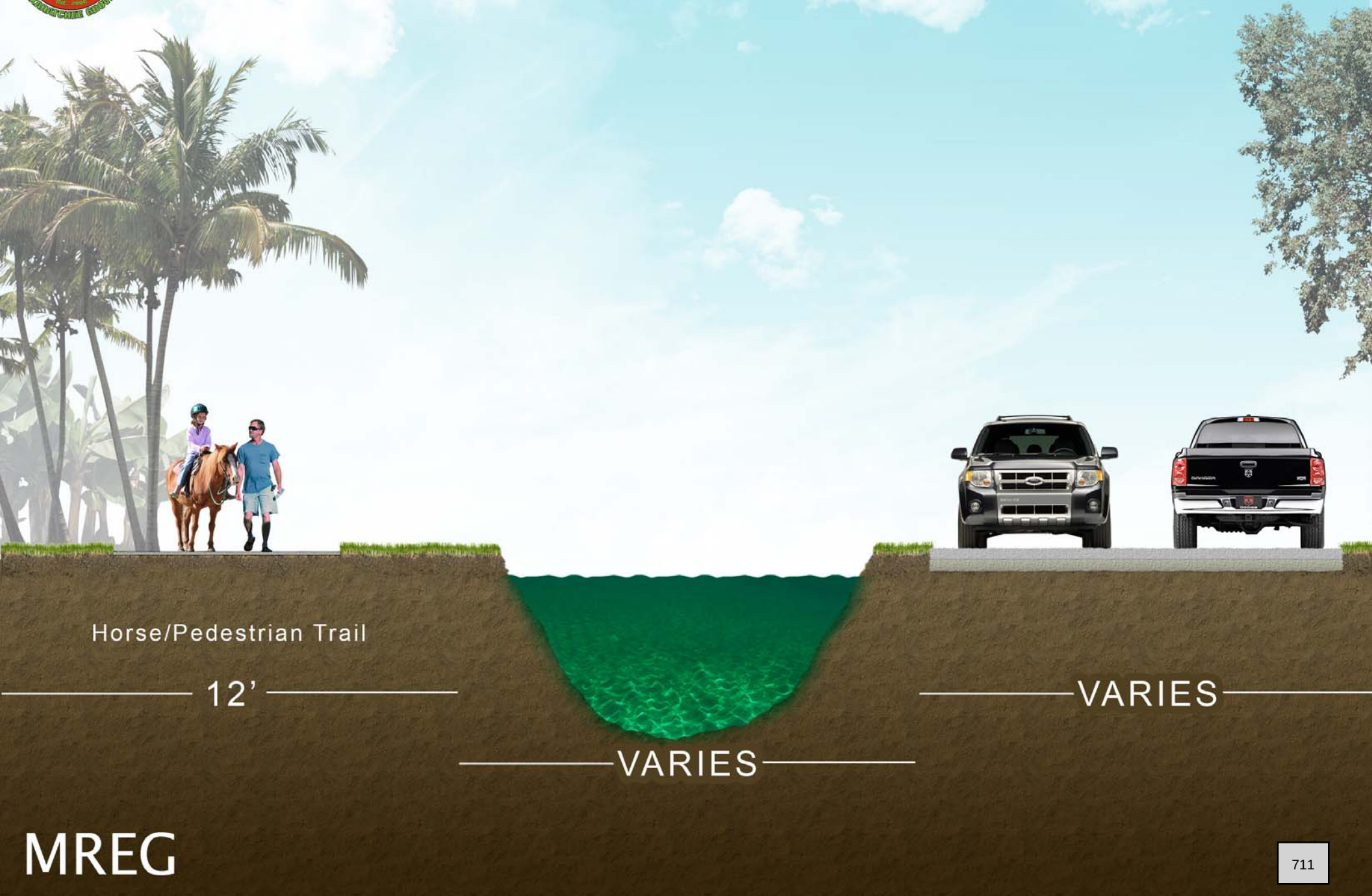
The Town of Loxahatchee groves has a unique opportunity to develop a comprehensive network of greenways throughout the Town due to the availability of canal maintenance easements on The Letter Roads. These canal maintenance easements vary in width, but generally provide a width of approximately twelve feet. The incorporation of equestrian trails within a typical cross-section of The Letter Roads is illustrated in **Figure 14**.



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Figure 14 - Primary North/South Trail System



The establishment of dedicated equestrian trails and greenways on all Letter Roads will provide direct access to a trail network for a substantial portion of Town residents. It is recommend, however, that only trails located on B Road and F Road allow for crossing Okeechobee Boulevard to coincide with the intersection control recommended in this report. This will ensure that trail crossings of Okeechobee Boulevard occur where vehicular traffic is either already forced to come to a complete stop, in the case of intersection signalization, or where vehicular traffic speeds are substantially reduced, in the case of a roundabout.

While the canal maintenance easements provide exceptional opportunities for direct access to equestrian trails from residences, this also poses the problem of pets and livestock randomly entering the trail system and startling the horses. For this reason, it is recommended that the Town work with homeowners adjacent to the canal maintenance easements to install adequate fencing.

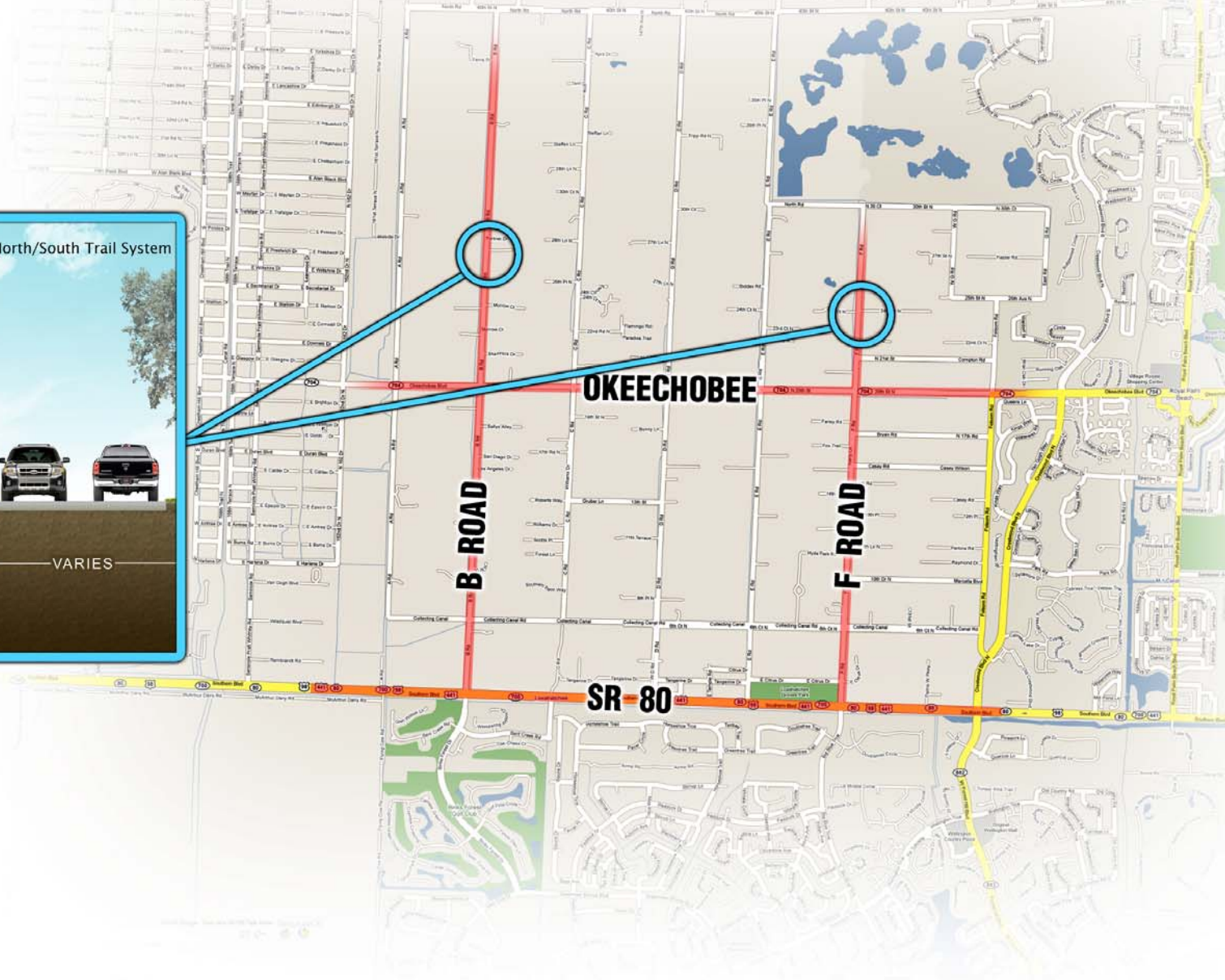
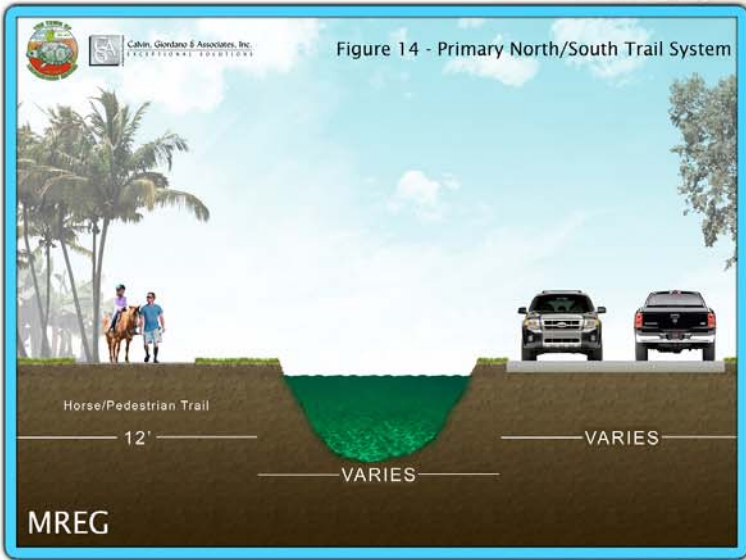
It is recommended that equestrian trails and greenways are pursued along 6th Court North to provide direct access to the Loxahatchee Groves Park as well as east/west connectivity to trails established on The Letter Roads. However, this corridor has physical constraints such as limited canal crossings. For this reason, it is recommended that the Town work to include trail easements on future commercial developments adjacent to SR 80/Southern Boulevard. This will help to provide east/west trail connectivity as well. It is recommended that equestrian trails and greenways are pursued along North Road to provide direct access to the Royal Palm Beach Pines Natural Area as well as east/west connectivity to trails established on The Letter Roads.

The proposed equestrian trail and greenway network is illustrated in **Figures 15** and **16**. The proposed network will connect to the Royal Palm Beach Pines Natural Area to the northeast and the Loxahatchee Groves Park to the south. The proposed network will provide a well-connected equestrian trail and greenway system to meet the needs of the community.

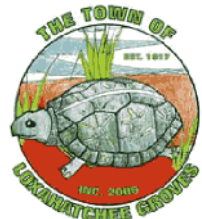
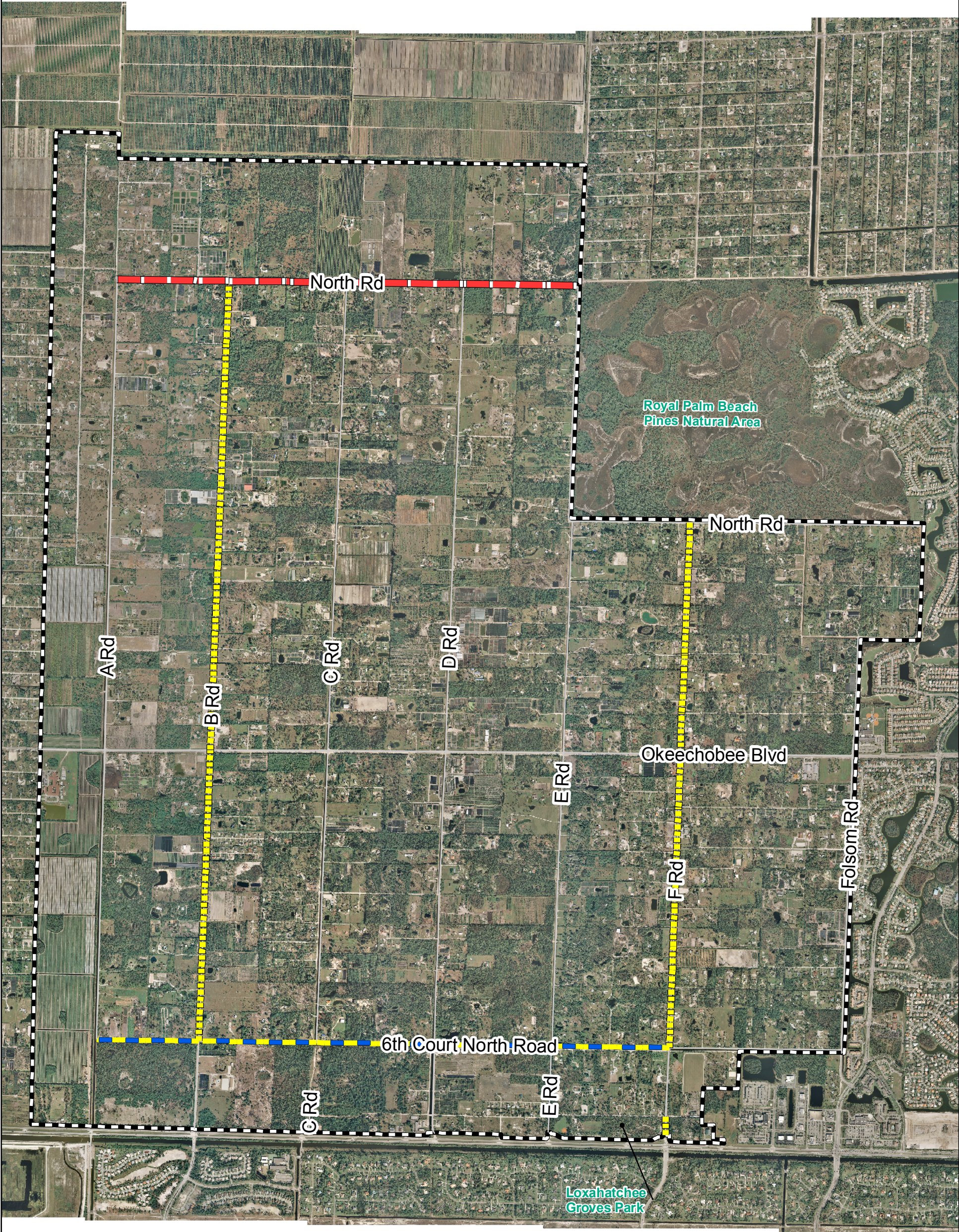


Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Figure 15 - Primary North/South Trail System



MREG



Loxahatchee Groves

Equestrian Trails and Greenways

- Legend**
- Equestrian and Greenways**
- Northern East-West Trail
 - Southern East-West Trail
 - Primary North-South Trail

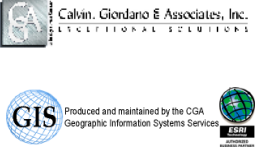
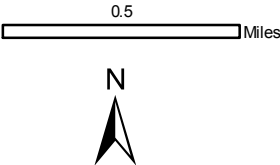


Figure 16

4.0 RECOMMENDATIONS

4.1 Equestrian Trails and Greenways

- **Establish equestrian trails and greenways within the existing canal maintenance easements on all Letter Roads.**
- **Pursue north/south Town-wide trail connectivity along B Road and F Road by pursuing trail crossings of Okeechobee Boulevard at B Road and F Road.** Trail crossings of roadways are safer at or near controlled intersections. It is recommended in this report that full intersection control be pursued at the intersections of Okeechobee Boulevard with B Road and F Road. Therefore, trail crossings at these particular intersections are recommended as well.
- **Pursue east/west Town-wide trail connectivity along 6th Court North and North Road.**
- **Pursue equestrian trail/greenway easements within future commercial developments along SR 80/Southern Boulevard.** Due to physical constraints along 6th Court North, such as limited canal crossings, it is recommended that the Town work to include trail easements on future commercial developments adjacent to SR 80/Southern Boulevard. This will help to provide east/west trail connectivity.
- **Pursue equestrian trail/greenway easements to provide connectivity between the Loxahatchee Groves Park and the existing trail on F Road.**
- **Pursue funding options and coordinate with the Palm Beach County Greenway Program and Office of Greenway and Trail (OGT)-Department of Environmental Protection (DEP) for greenway designations and improvements.**
- **Work with homeowners adjacent to canal maintenance easements on The Letter Roads to install adequate fencing.** This will help to prevent

pets and livestock from randomly entering the equestrian trails and startling the horses.

- **Work with the LGWCD in developing trail design documents.** Design documents for the proposed trail system will likely include right-of-way and easement identification, trail cross-sections, signage, and surface treatments.

4.2 Roadways

- **Provide intersection control (roundabout or traffic signal) at Okeechobee Boulevard/B Road and Okeechobee Boulevard/F Road.** Providing intersection control at B Road and F Road will result in gaps in the overall traffic stream on Okeechobee Boulevard and will dramatically reduce delay on The Letter Roads at each of the intersections between B Road and F Road. Signalization of these intersections is recommended when MUTCD Warrants are met, or installation of roundabouts is recommended if roundabout warrants are met. It is recommended that the Town commission a roundabout warrant analysis for these intersections.
- **Obtain additional existing roadway survey data on The Letter Roads.** Understanding the actual existing right-of-way limitations on these primary corridors is critical before significant roadway improvements are considered.
- **Install roadway surface treatment on B Road in accordance with LGWCD standards or install asphalt pavement in accordance with Florida Greenbook Standards.** A hard roadway surface such as OGEM or asphalt pavement will be required on this roadway before intersection control can be installed.
- **At the discretion of the Town, allow OGEM surface treatment, asphalt pavement or unpaved roadways.** The MREG has identified the need to install either OGEM surface treatment or asphalt pavement on B Road in order to address traffic operational issues. No other traffic

operational issues were identified that would either require or prohibit the installation of roadway surface improvements.

- **Work with Palm Beach County to reduce speeding on Okeechobee Boulevard.** Installation of intersection control, as recommended above, will have the added benefit of dramatically reducing speeding on Okeechobee Boulevard. In the interim, it is recommended that the Town work with the County to address the speeding problem identified in this report.
- **Work with the Florida Department of Transportation to address traffic operational deficiencies at SR 80/Southern Boulevard intersections.** Coordination efforts will include the completion of the access control plan commissioned by the Town.
- **Improve the capacity and efficiency of B Road and F Road to ease the burden of cut-through as well as general traffic.** A comparison of traffic count data collected in Year 2006 with traffic count data collected in Year 2008 indicates an increase in traffic volumes on several corridors. While many factors may have lead to the increase in traffic, it is likely that some of the increase is attributable to cut-through traffic. MREG findings recommend improving the B Road and F Road corridors to coincide with existing traffic signals on SR 80 Southern Boulevard. Improving the efficiency and capacity of these corridors should help to ease the burden of traffic in general throughout the Town.
- **Establish and maintain a semi-annual traffic count program**
Historical 24-hour Average Daily Traffic volume data for roadways throughout the Town are limited yet critical in determining global traffic patterns. It is recommended that the Town work with the LGWCD in collecting ADT volumes and maintaining a database of the traffic counts to track changes in motorist behavior and identify the need for roadway improvements.



**LOXAHATCHEE
GROVES**
— F L O R I D A —

FINANCE ADVISORY AND AUDIT COMMITTEE

MEETING SCHEDULE: QUARTERLY @ 6 PM

<i>MEETING DATES(S)</i>	<i>Meeting Confirmation (1 month prior to Committee Meeting)</i>	<i>Two (2) Weeks prior to the meeting date: Final Review of Agenda Items & Preparation</i>	<i>One (1) Week Prior to the Committee Meeting by 5:00 P.M.</i>
Monday, April 28, 2025			
Monday, June 23, 2025	Monday, March 31, 2025	Monday, April 14, 2025	Monday, April 21, 2025
Monday, July 28, 2025	Monday, May 26, 2025	Monday, June 9, 2025	Monday, June 16, 2025
Monday, August 25, 2025	Friday June 27, 2025	Friday, July 11, 2025	Friday, July 18, 2025
Monday, November 24, 2025	Monday, July 28, 2025	Monday, August 11, 2025	Monday, August 18, 2025
Monday, February 23, 2026	Monday, October 27, 2025	Monday, November 10, 2025	Monday, November 17, 2025

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: April 1, 2025

SUBJECT: Report on Financial Statements for September 30, 2024, and December 31, 2024 - *Receive and File*

Please be advised that **Agenda Item 14 – Report on Financial Statements for September 30, 2024, and December 31, 2024** will be provided as a separate supplement. The necessary materials will be distributed upon receipt in their entirety for this agenda item.

PRELIMINARY BUDGET SCHEDULE

DATE	DESCRIPTION
May 29 th	Receive Preliminary Non Ad Valorem Tax Rolls and Preliminary estimate of Taxable Values
July 1 st	TRIM Set Preliminary
July 15 th	Tax Rolls and Preliminary Rates sent to County
July and August (3 Dates TBD)	FAAC Budget Review
August (2 Dates TBD)	Council Budget Workshops
August 20 th	Joint Council & FAAC Budget Review
September 2 nd	1 st Budget Public Hearing & Adoption of Final Non-Ad Valorem Assessment Rates
September 7 th	Final Non-Ad Valorem Assessments due to County
September 14 th	Certification of Non-Ad Valorem Assessment Tax Roll to County
September 17 th	2 nd Budget Public Hearing & Adoption of Final Ad Valorem Millage Rate
October 7 th	Final Millage Rates due to Property Appraiser, Tax Collector, Department of Revenue

All dates subject to confirmation with committee members, Council and/or outside agencies

LOXAHATCHEE

GROVES

FLORIDA

PLANNING AND ZONING BOARD - PRELIMINARY

MEETING SCHEDULE: 2ND THURSDAY OF THE MONTH - BIMONTHLY @ 6 PM

MEETING DATES(S)	Meeting Confirmation (1 month prior to Committee Meeting)	Two (2) Weeks prior to the meeting date: Final Review of Agenda Items & Preparation	One (1) Week Prior to the Committee Meeting by 5:00 P.M.
Thursday, April 10, 2025	Thursday, March 10, 2025	Thursday, March 27, 2025	Thursday, April 3, 2025
Thursday, June 12, 2025	Thursday, May 12, 2025	Thursday, May 29, 2025	Thursday, June 5 2025
Thursday, August 14, 2025	Thursday, July 14, 2025	Thursday, July 31, 2025	Thursday, August 7, 2025
Thursday, October 9, 2025	Thursday, September 9, 2025	Thursday, September 25, 2025	Thursday, October 2, 2025
Thursday, December 11, 2025	Thursday, November 11, 2025	Thursday, November 27, 2025	Thursday, December 4, 2025

*Town Planning Consultant has not yet confirmed dates



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 1, 2025

SUBJECT: Discussion on Ordinance 2024-06

On July 2nd, 2024, Council passed Ordinance 2024-06 to address and amend its advisory boards. Council has directed staff to include the ordinance for discussion.

Recommendation:

Review, discuss and direct staff.

ORDINANCE NO. 2024-06

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

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

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

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

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

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

Section 2. The Town Council for the Town of Loxahatchee Groves hereby adopts Chapter 2 “Administration”, Article VII “Town Advisory Boards” as follows:

ARTICLE VII. – TOWN ADVISORY BOARDS

Sec. 2-180. - Applicability.

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

Ordinance 2024-06

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

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

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

Sec. 2-181. - Composition; quorum.

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

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

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

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

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

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

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

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

c. Not be a member of any other Town advisory board, unless the other advisory board is an ad-hoc advisory board; and

d. Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

(c) Members of an ad hoc committee may be residents or landowners in the Town of Loxahatchee Groves and must otherwise meet the criteria in (b) of this section.

(d) The town council shall be the sole judge of the qualifications of its advisory board members and may delegate to staff the verification of each proposed appointee's qualifications.

(e) Should any member of an advisory board, at any time during the term of their appointment, fail to meet all the required qualifications, he or she must notify the town manager within thirty (30) days of the member becoming unqualified.

Sec. 2-183. - Appointment process.

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

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

(a) Each member appointed to an advisory board shall serve an unspecified term but no longer than concurrent with the term of the appointing member of the town council.

(b) Advisory board members shall serve at the pleasure of the appointing member of town council and the town council. Advisory board members may be removed without cause by the appointing member of town council. Advisory board members may also be removed with cause by a majority vote of the members of the town council present at any publicly noticed meeting for inefficiency, neglect of duty or misconduct in office only after a hearing before town council and only if the advisory board member has been given a copy of the charges at least ten (10) days prior to the hearing and has had an opportunity to be heard in person or by counsel. Staff will notify

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

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

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

Sec. 2-185. - Officers.

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

Sec. 2-186. - Compensation.

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

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

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

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

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

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

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

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

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

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

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

Chapter 34 – PLANNING AND DEVELOPMENT

ARTICLE I. – IN GENERAL

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

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

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

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

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

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

* * *

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

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

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

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

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

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

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

- ~~(f) Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.~~
- ~~(g) Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice chair, who shall be elected for terms of one year by the board from its membership.~~

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

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

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

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

Ordinance 2024-06

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

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

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

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

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

Sec. 34-278. - Powers and duties.

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

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

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

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

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

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

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

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

Section 5: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

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

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

Councilmember Maniglia offered the foregoing ordinance on first reading.

Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

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

Ordinance 2024-06

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 7 DAY OF May 2024.

Councilmember Maniglia offered the foregoing ordinance on second reading.
Councilmember Shorr seconded the motion, and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 2 DAY OF July 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Valerie Oakes
Town Clerk Valerie Oakes

Anita Kane
Mayor Anita Kane

Margaret Herzog
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Elizabeth V. Linder
Office of the Town Attorney

Laura Danowski
Councilmember Laura Danowski

Phillis Maniglia
Councilmember Phillis Maniglia

Robert Shorr
Councilmember Robert Shorr

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE**

ORDINANCE NO. 2024-06

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

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE**

ORDINANCE NO. 2024-06

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The purpose of this ordinance is to enhance government efficiency and effectiveness by providing for applicability, composition, quorum, eligibility, qualifications, appointment, terms, removal, vacancies, officers, compensation, and procedures regarding town advisory boards; reorganization and revisions to chapter 34 planning and development to ensure compliance with new town advisory board.

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

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: 0

4. Additional information the governing body deems useful (if any): N/A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Loxahatchee Groves Town Of
Loxahatchee Groves Town Of
155 F RD

LOXAHATCHEE GROVES FL 334704949

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

05/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/24/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$283.19

Order No: 10191167

Customer No: 730397

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

TOWN OF
LOXAHATCHEE GROVES
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN to all parties that the Town Council of the Town of Loxahatchee Groves, in Palm Beach County, Florida, will consider for adoption the following Ordinance:

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

The Town Council will hold a Public Hearing to consider adoption of Ordinance 2024-06 on second reading on Tuesday, June 4, 2024 commencing at 6:30 p.m., or as soon thereafter as possible, at the Loxahatchee Groves Town Hall, located at 155 "F" Road, Loxahatchee Groves, Florida 33470.

Interested parties may appear at the meeting and be heard or may submit public comment in writing or emailing the Town Clerk's office at 155 "F" Road, Loxahatchee Groves, FL 33470, or vookes@loxahatcheegrovesfl.gov.

Comments received will be received, filed and acknowledged as part of the official public record for the Public Hearing. This meeting will be streamed and captioned as normal. Access instructions are posted on the Town website. The aforesaid proposed Ordinance may be inspected by the public at the Town Clerk's Office located at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470 (between the hours of 8:30 AM and 4:30 PM, Monday through Friday, except holidays) or the Town Hall website <http://www.loxahatcheegrovesfl.gov>.

If a person decides to appeal any decision of the Town Council with respect to any matter considered at this meeting, the person 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 record includes the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

The Loxahatchee Groves Town Hall is wheelchair accessible and accessible parking spaces are available. Anyone needing auxiliary services please contact the Town Clerk at least five (5) days prior to the meeting at 561-793-2418. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.

5/24/24 10191167

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

Agenda Item #

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, CDM E.I., Public Works Director

DATE: April 1, 2025

SUBJECT: Road, Drainage, and Emergency Management Update

Background:

The following items are an update to the road and drainage systems in the Town:

- Currently IFB# 2025-01 Town FY25 Continuing Services for Culverts – Construction, Replacement, Maintenance, Repairs, and Individual Projects (Including Those Over \$300,000) is to be awarded at the April Council Meeting. The following actions have taken place:
 - The scope of the bid was the replacement of culverts at the following locations:
 - F Rd and Collecting Canal
 - Kerry Ln at F Rd
 - Bunny Ln at D Rd
 - Folsom Rd at 25th St N
 - The Scope of this project also included a continuing contract for 3 years for other culvert and catch basins that need to be replaced.
 - The Town held a mandatory pre-bid meeting on February 3, 2025 where the bid was discussed and bidders questions answered.
 - On February 24, 2025, Addendum No. 1 was sent to potential bidders answering questions asked during the pre-bid meeting and those sent to the Town Clerk.
 - On March 12, 2025, the bids were accepted and opened.
 - There were two bidders, Huurr Homes and Johnson-Davis.
 - Both contractors references were checked and it is our intention to award to both bidders for the continuing contract.
 - Huurr Homes is the lowest bidder on the four replacement culverts, coming in at \$575,240.00. The contract for these culverts will be awarded to Huurr Homes.
 - It is our intent to meet with the contractor the week of April 7th to issue a Notice to Proceed.

- Upon issuance of the Notice to Proceed, it is our intent to obtain quotes, using this contract to install 18 catch basins that were part of the FY22 and FY23 paving contracts that were never completed. That will be brought forward for approval at the May Council Meeting.
- Simultaneously, depending on easements, we will obtain pricing to install catch basins and culverts for the A Rd and Collecting Canal Rd paving project. That work authorization will be brought forward at the May Council Meeting. Those catch basins will be installed at the following locations.
 - Between 1814 A Rd and 1858 A Rd
 - Between 1688 A Rd and 1742 A Rd
 - Between 1470 A Rd and 1560 A Rd
 - Between 1400 A Rd and Parcel 41-41-43-17-01-105-0040
 - Between 1180 A Rd and Parcel 41-41-43-17-01-104-0040
 - Between 915 A Rd and 966 A Rd
 - Around the corner of Parcel 41-41-43-17-01-101-0040
 - Between 15961 Collecting Canal Rd and 15897 Collecting Canal Rd
 - Between 15851 Collecting Canal Rd and 15801 Collecting Canal Rd
 - Between 15707 Collecting Canal Rd and 15665 Collecting Canal Rd
 - At the Southeast corner of 15565 Collecting Canal Rd
- It is anticipated the culvert pipes for the large culverts will take up to 6 weeks to obtain. Work should begin after that.
- The FY24 paving project has been completed and the contractor has been paid for the work they did. The Town has installed the statutory required stop signs at the intersections. Additionally, speed hump signs have also been installed on the paved roads.
- The Public Works Department continues to remediate roadside drainage swales as part of the FY24 Road Improvement Program. Work is complete on E Citrus Dr and Gruber Ln for the requested roadside equestrian trail.
- Staff has removed the noxious exotic trees on Hyde Park that were damaged during Hurricane Milton. The pond area has been remediated and reclaimed and the swales north of the Hyde Park Pond have been or in the process of being reshaped.
- The culvert between the east swale north of the pond and the pond has been replaced. A culvert needs to be replaced across Hyde Park Rd to allow the west properties and road to drain. The culvert under Hyde Park Rd and the waterway to the F Rd Canal is to be installed in the coming weeks.
- The connection between the Hyde Park Pond and the F Rd Canal is in the process of remediation. The exotic debris has been removed and staff is working on re-digging the waterway between the two. Once complete this project will go a long way to remediating the flooding issues plaguing this neighborhood.
- A walkthrough of all of the damage and mitigation was held with FEMA the week of March 17, 2025. In that meeting, all of the canal damage sites were toured including the work being done on Hyde Park Rd. More information will be brought forward as it is obtained from FEMA on reimbursements.
- Staff continues to work with FPL on the list of items that need to be addressed by them. The list of items includes:
 - Replacement of hand hole on A Rd south of 1400 A Rd (Completed),

- Replacement of the FPL pole in front of 2869 B Rd (completed),
- Removal of overgrowth affecting power on B Rd,
- Relocation of pad mounted transformer at the corner of A Rd and Collecting Canal Rd,
- Repair of several hand holes on A Rd, North of Okeechobee Blvd,
- There are several areas in Town that need to be addressed by either ATT or Comcast. Staff has been having a difficult time getting them to complete the repairs or removals that need to be completed. As neither company has a government entity that regulates them so it is difficult to force them to do anything. The Town of Loxahatchee Groves is not alone as most municipalities have this same issue with both companies. We will continue to pursue options to get them to conduct their repairs.
- Public Works management continues to work with residents to obtain easements to properly install the road and drainage for A Road and Collecting Canal Rd. This includes removing required trees, preparing the road surface, and correct the canal bank and stabilize the section needed to build a safe road. Easements from all of the residents are required prior to the commencement of the remediation work.
- The Public Works Director has received and placed our new 2025 12-Yard 8.8L Freightliner into service. This vehicle has greatly enhanced our ability to complete projects in the Town.
- The Public Works Superintendent attended the Certified District Manager course on the week of March 24th, and the Public Works Coordinator attended the Certified District Administrative Professional course in January.
- The Public Works Director serving as the Emergency Management Director has previously identified 64 online training opportunities to improve the educational prowess of various staff members in their duties of emergency management during an activation. Required Staff are steadily completing their trainings.
- Staff continues its maintenance operations in grading the unpaved roads and mowing the drainage canals and canal banks.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 1, 2025

SUBJECT: Discussion on Future Agenda Items

Please see the tentative schedule for future agenda items that have been scheduled through December 2025.

*The schedule is subject to change.

Recommendation:

Review, discuss and direct staff.

				Council Meeting Target				
#	Agenda Item	Committee(s)	Target Committee Date(s)	Discussion & Approval of Resolution/Contract/Policy	Discussion	First Reading	Second Reading	Notes
1	FY 24 Audit Presentation	FAAC	April	May 6				Audit Presentation
2	Receive and File Quarterly Reports Q2, Q3, Q4	FAAC		May 6	August 5	October 7		Financial & Operations
3	Powerpoint Presentation Initial Budget	FAAC	June 23	TBD July				Budget item discussion
4	Capital Improvement Plan / ITBs	FAAC	July 28		May 6	September 2	September 17	Budget item discussion
5	Cost Sharing Policy & Program(s)	FAAC	July 28		May 6	June 3	July 1	Budget item discussion
6	Preliminary Ad Valorem Millage	FAAC	June 23		July 1	August 5	September 2	Budget item discussion
7	Preliminary Assessment Rates	FAAC	June 23		July 1	August 5	September 2	Budget item discussion
8	Budget Workshop(s)	FAAC	TBD July - August		August 5			Budget item discussion
9	Joint FAAC/Council Budget Workshop(s)	FAAC	TBD July - August					Budget item discussion
10	Final Assessment Resolutions	FAAC	TBD July - August			September 2		Budget item discussion
11	Final Budget Resolution	FAAC	TBD July - August			September 2	September 17	Budget item discussion
12	Final Millage Resolution	FAAC	TBD July - August			September 2	September 17	Budget item discussion
13	ULDC Housekeeping Part I (Historical Legacy/Vested Rights/Simple Majority)	-			April 1	May 6	June 3	
14	Accounting Contract	-		April 1				
15	Award Drainage Bid and Contracts	-		April 1				
16	Bank United Line of Credit	-		May 6				
17	Presentation on FY24 Audit	-		May 6				
18	Renew Auditors Contract	-		May 6				
19	Award Kerner Best Interest for Aquatic Vegetation	-		May 6				
20	Simmons & White Contract	-		May 6				
21	PBSO Annual Report and Fire Rescue Annual report	-		May 6				
22	Flock Safety Contract	-		May 6				
23	Discussion of LPR/Camera Program Policy	-		May 6				
24	Charter Amendment	-		May 6				
25	Discussion and Update of FY Capital Improvement Program (CIP) and Roadway Improvement Program/Mid-Year Budget Amendment	-		May 6				
26	List of Pre-approved Easements for FY 2026 Paving Plan	-						
27	District: Interlocal Agreement with Indian Trails Improvement District for Emergency Response	-		May 6				
28	Solid Waste Debris Management and Consulting Contracts under Cooperative Purchase Agreement with SWA	-		May 6				
29	Solid Waste Ordinance/Livestock Waste Ordinances/Related Issues	-			May 6	June 3	July 1	
30	Essential Services	-			May 6	June 3	July 1	
31	Livestock Waste BMPs	-			May 6	June 3	July 1	
32	Livestock Waste Franchise	-			May 6	June 3	July 1	
33	Presentation on Annual Fire Rescue Report	-		May 6				
34	Presentation on Behavioral Services Program	-		May 6				
35	Suggested Budget Amendment	-		May 6				
36	Overview of Procedure and Schedule to Amend/Update Water Control Plan and Levy Assessment Amendment with & without Unites of Development	-		May 6				
37	Resilient Florida Update	-		May 6				
38	Keshavarz Work Order x 2	-		May 6				
39	Piggyback with Eakins 187K for 161st	-		May 6				
40	Agricultural Appreciation Day Proclamation - 5/18	-		May 6				
41	Building Safety Month Proclamation	-		May 6				
42	Construction Safety Week Proclamation	-		May 6				
43	Mental Health Awareness Month Proclamation	-		May 6				

44	National Hurricane Preparedness Week Proclamation - 5/1 - 5/7			May 6				
45	National Municipal Clerks Week Proclamation - 5/4 - 5/10			May 6				
46	National Public Works Week Proclamation			May 6				
47	Older Americans Month			May 6				
48	Public Service Recognition Week Proclamation (1st full week of may)			May 6				
49	Informational Items			every meeting				
50	Discussion on Tree Mitigations Progress Report; Tree Mitigation Fund Report; Potential Land Purchase			June 3				
51	Town Council's Goals, Objectives, and Policies			June 3				
52	Code Enforcement Offier Appreciation Week Proclamation - 6/5 - 6/9			June 3				
53	National Homeownership Month Proclamation			June 3				
54	Palm Beach Veterans Services Officer Appreciation Month Proclamation			June 3				
55	Sean Pittman Contract			June 3				
56	Murray Logan Best Interest Contract			June 3				
57	Ordinance on Section 85 - Florida Friendly Landscape/State Wildlife Rules			June 3				
58	State Legislative Update from Lobbyist, State Senators and Representatives			June 3				
59	Scheduled District Meeting				June 3			
60	Best Interest Vulcan Signs				June 3			
61	Murray Logan (Dredging)				June 3			
62	Resolution on Charter Committee Appointments, Tasks & Timeline	-		June 3				
63	Scheduled District Meeting				July 1			
64	Considerations of Amendments to the Land Use Map	PZB	July 1		September 2	October 7	November 7	
65	Update Fee Schedule / Reimbursement of Permit Fees				July 1	August 5		
66	Resolution on Update to the Fee Schedule for Code, Engineering & Public Works Permit Fees				July 1	August 5		
67	Refund Policy / Fee Waivers				July 1	August 5	September 2	
68	Nuisance Abatement Ordinance - Assessment Procedures				July 1	September 2	October 7	
69	Conditional Use/Special Exception Procedures Ordinance - Kaitlyn				August 5	September 2	October 7	
70	RV Ordinance Clean-up			July 1	August 5			
71	ULDC Housekeeping Part II (FEMA Rural Exemptions, Permitted Uses in Comm'l Zoning, Notifications)	-			May 6	June 3	July 1	
72	Charter Amendments and Review Committee Discussion	-			May 6			
73	Rural Vista Guidelines	ULDC			June 3	July 1	August 5	
74	ULDC Housekeeping Part IV (Non-Conforming Lots & Structures)	-			June 3	July 1	August 5	
75	Resolution on Civil Citations	-			June 3			



LOXAHATCHEE
— GROVES —
FLORIDA

Deadlines for Agenda Items/ Agenda Publication

MEETING SCHEDULE

Town Council Regular Meeting

Town Attorney's 1st Review Cycle

Town Attorney's 2nd Review Cycle

Town Clerk's Review

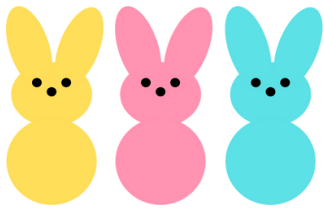
Agenda Publication Date

The deadlines to request the drafting of an ordinance will be managed on a case by case basis.

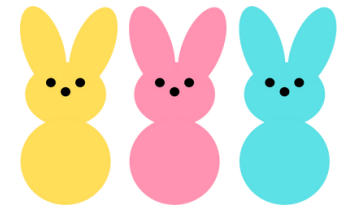
1st Tuesday of the Month
Four (4) Weeks prior to Publication:
Requests to draft contracts/policy.
Two (2) Weeks prior to Publication:
Final Review of Agenda Items,
Preparation/Review of Resolutions, &
Review of Executed Contracts.
One (1) Week prior to Publication:
Review & Approval for Agenda
Finalization of Items
Wednesday, Prior to the Town Council
Meeting at 5:00 P.M.

Tuesday, December 3, 2024	Thursday, October 31, 2024	Wednesday, November 13, 2024	Wednesday, November 20, 2024	Wednesday, November 27, 2024
Tuesday, January 7, 2025	Wednesday, December 3, 2025	Tuesday, December 17, 2024	Tuesday, December 24, 2024	Wednesday, December 31, 2025
Tuesday, February 4, 2025	Tuesday, December 31, 2024	Wednesday, January 15, 2025	Wednesday, January 22, 2025	Wednesday, January 29, 2025
Tuesday, March 4, 2025	Wednesday, January 29, 2025	Wednesday, February 12, 2025	Wednesday, February 19, 2025	Wednesday, February 26, 2025
Tuesday, April 1, 2025	Wednesday, February 26, 2025	Wednesday, March 12, 2025	Wednesday, March 19, 2025	Wednesday, March 26, 2025
Tuesday, May 6, 2025	Wednesday, April 2, 2025	Wednesday, April 16, 2025	Wednesday, April 23, 2025	Wednesday, April 30, 2025
Tuesday, June 3, 2025	Wednesday, April 30, 2025	Wednesday, May 14, 2025	Wednesday, May 21, 2025	Wednesday, May 28, 2025
Tuesday, July 1, 2025	Wednesday, May 28, 2025	Wednesday, June 11, 2025	Wednesday, June 18, 2025	Wednesday, June 25, 2025
Tuesday, August 5, 2025	Wednesday, July 2, 2025	Wednesday, July 16, 2025	Wednesday, July 23, 2025	Wednesday, July 30, 2025
Tuesday, September 2, 2025	Wednesday, July 30, 2025	Wednesday, August 13, 2025	Wednesday, August 20, 2025	Wednesday, August 27, 2025
Tuesday, October 7, 2025	Wednesday, September 3, 2025	Wednesday, September 17, 2025	Wednesday, September 24, 2025	Wednesday, October 1, 2025
Tuesday, November 4, 2025	Wednesday, October 1, 2025	Wednesday, October 15, 2025	Wednesday, October 22, 2025	Wednesday, October 29, 2025
Tuesday, December 2, 2025	Wednesday, October 29, 2025	Wednesday, November 12, 2025	Wednesday, November 19, 2025	Wednesday, November 26, 2025

*These dates are subject to change.



April



Item 16.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 6:00 P.M. TOWN COUNCIL	2	3	4	5
6	7 9 A.M. SPECIAL MAGISTRATE HEARING	8	9	10	11	12
13	14 6 P.M. ULDC MEETING	15	16 9 A.M. SPECIAL MAGISTRATE HEARING	17	18	19
20	21	22	23	24	25	26
-----NATIONAL VOLUNTEER APPRECIATION WEEK-----						
EASTER		EARTH DAY			ARBOR DAY	
27	28 6 P.M. FAAC MEETING	29	30	31 10 A.M. DRM MEETING		
Child Abuse Prevention Month					LOXAHATCHEE GROVES FLORIDA	Updated on: 3/25/25 Office of the Town Clerk
				744		

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, April 1st, 2025

SUBJECT: Child Abuse Prevention Month Proclamation

Background:

April is recognized nationally as Child Abuse Prevention Month, a time to raise public awareness about child abuse and neglect and to promote the social and emotional well-being of children and families. Child abuse prevention is a shared responsibility that depends on the engagement and support of individuals, families, and communities.

The Town of Loxahatchee Groves is committed to supporting efforts that prevent child maltreatment by increasing community awareness, supporting family-focused programs, and promoting a strong and nurturing environment for every child. The proclamation reinforces the Town's dedication to protecting its youngest residents and promoting family stability.

Recommendation:

Staff recommends the Town Council approve the attached proclamation recognizing ***April 2025 as Child Abuse Prevention Month*** in the Town of Loxahatchee Groves and encourage all residents to support efforts to ensure the safety and well-being of children in our community.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, every child deserves to grow up in a safe, stable, and nurturing environment, free from the fear of abuse and neglect; and

WHEREAS, child abuse is a serious problem affecting every community, and finding solutions requires the involvement of people throughout the community; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, faith-based organizations, law enforcement, and local governments; and

WHEREAS, communities that make every effort to promote the well-being of children and families, support prevention programs, and work to strengthen families are among the most effective in reducing child maltreatment; and

WHEREAS, during Child Abuse Prevention Month, the Town of Loxahatchee Groves joins with advocates, service providers, and community members in raising awareness and promoting action to prevent abuse and protect our children; and

WHEREAS, everyone in our community has a role to play in ensuring children grow up safe, supported, and loved;

NOW, THEREFORE, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim the **Month of April as Child Abuse Prevention Month** in the Town of Loxahatchee Groves and further encourage the citizens of the Town of Loxahatchee Groves to increase their knowledge of how to protect themselves and their property from flooding.

CHILD ABUSE PREVENTION MONTH

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

IN WITNESS WHEREOF, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 1ST day of April 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, April 1st, 2025

SUBJECT: Earth Day Proclamation

Background:

Earth Day, observed annually on April 22, is a globally recognized day dedicated to environmental protection and sustainability. The Town of Loxahatchee Groves, known for its natural landscapes and commitment to conservation, recognizes the importance of promoting environmental awareness among residents, encouraging green practices, and supporting efforts to preserve the Town's unique ecosystem.

This proclamation aligns with the Town's goals of fostering a sustainable and environmentally conscious community and underscores our ongoing support for education and action around local and global environmental challenges.

Recommendation:

Staff recommends the Town Council approve the attached proclamation recognizing **April 22, 2025, as *Earth Day*** in the Town of Loxahatchee Groves and encourage community involvement in environmental stewardship and sustainability initiatives.

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PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, Earth Day is celebrated annually on April 22 to raise awareness of environmental issues, promote sustainability, and encourage conservation efforts around the globe; and

WHEREAS, the Town of Loxahatchee Groves, known for its rural character, equestrian culture, and natural beauty, is deeply committed to protecting and preserving its environment for future generations; and

WHEREAS, Earth Day reminds us all of the importance of maintaining a clean, healthy, and sustainable environment through responsible stewardship, community action, and education; and

WHEREAS, the Town recognizes the importance of water conservation, tree planting, recycling, habitat preservation, and sustainable land use practices, and encourages residents, students, local businesses, and community organizations to work together in support of a greener future; and

WHEREAS, the Town of Loxahatchee Groves continues to support initiatives that promote environmental consciousness and strives to implement policies and programs that contribute to environmental sustainability;

NOW, THEREFORE, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim **April 22nd as Earth Day** in the Town of Loxahatchee Groves and further encourage the citizens of the Town of Loxahatchee Groves to increase their knowledge of how to protect themselves and their property from flooding.

EARTH DAY

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

IN WITNESS WHEREOF, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 1ST day of April 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, April 1st, 2025

SUBJECT: National Arbor Day Proclamation

Background:

Arbor Day is an annual celebration dedicated to the planting, nurturing, and appreciation of trees. First observed in 1872, Arbor Day has become an important environmental tradition in cities and towns across the nation. Trees provide a wide range of environmental, aesthetic, and economic benefits, and Arbor Day serves as an opportunity to promote environmental responsibility and community involvement.

The Town of Loxahatchee Groves, recognized for its commitment to rural preservation and environmental stewardship, acknowledges the vital role trees play in enhancing the Town's character and quality of life. This proclamation seeks to encourage community participation in tree planting and care as a sustainable practice for the future.

Recommendation:

Staff recommends the Town Council approve the attached proclamation recognizing **April 25, 2025, as National Arbor Day** in the Town of Loxahatchee Groves and encourage public participation in planting and preserving trees as part of the Town's commitment to environmental sustainability.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, Arbor Day is an annual observance that celebrates the importance of trees and encourages tree planting and care as a way to promote environmental sustainability and community beautification; and

WHEREAS, trees play a vital role in reducing the erosion of topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing oxygen, and providing habitat for wildlife; and

WHEREAS, trees are a renewable resource that increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Arbor Day was first celebrated in 1872 and has grown into a tradition recognized in communities across the United States and the world; and

WHEREAS, the Town of Loxahatchee Groves is committed to preserving its rural character and natural environment and encourages thoughtful stewardship through tree planting and landscape conservation efforts; and

WHEREAS, the Town proudly supports Arbor Day as a means to engage residents, businesses, and students in environmental education and conservation;

NOW, THEREFORE, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim **April 25th, 2025, as Arbor Day** in the Town of Loxahatchee Groves and further encourage the citizens of the Town of Loxahatchee Groves to increase their knowledge of how to protect themselves and their property from flooding.

NATIONAL ARBOR DAY

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

IN WITNESS WHEREOF, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 1ST day of April 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, April 1st, 2025

SUBJECT: National Volunteer Appreciation Week Proclamation

Background:

National Volunteer Appreciation Week is celebrated across the United States each April to recognize the invaluable contributions of volunteers who selflessly donate their time and efforts in service to their communities. In the Town of Loxahatchee Groves, volunteers play a vital role in supporting Town functions, participating in committees and advisory boards, and engaging in various community-based initiatives, including beautification projects, civic events, and public service efforts.

The Town Council traditionally acknowledges this week through a formal proclamation to publicly express gratitude to our volunteers and to raise awareness of the importance of civic engagement and volunteerism.

Recommendation:

Staff recommends the Town Council approve the attached proclamation recognizing **April 21–25, 2025, as *National Volunteer Appreciation Week*** in the Town of Loxahatchee Groves and encourage continued volunteerism throughout the year.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

***WHEREAS**, volunteers are the heartbeat of our community, dedicating their time, talents, and energy without expectation of recognition or reward; and*

***WHEREAS**, National Volunteer Appreciation Week is observed annually to recognize and celebrate the impact of volunteer service and the power of volunteers to tackle society's greatest challenges, build stronger communities, and be a force that transforms the world; and*

***WHEREAS**, in the Town of Loxahatchee Groves, volunteers play an essential role in supporting civic engagement, enhancing community programs, and contributing to the well-being and quality of life of our residents; and*

***WHEREAS**, their dedication and service embody the spirit of unity and compassion that defines the character of the Town of Loxahatchee Groves;*

***NOW, THEREFORE**, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim **April 21st – April 25th, 2025, as National Volunteer Appreciation Week** in the Town of Loxahatchee Groves and further encourage the citizens of the Town of Loxahatchee Groves to increase their knowledge of how to protect themselves and their property from flooding.*

NATIONAL VOLUNTEER APPRECIATION WEEK

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

***IN WITNESS WHEREOF**, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 1ST day of April 2025.*

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk