

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL WORKSHOP/SPECIAL MEETING

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

AGENDA

FEBUARY 7, 6:30 -9:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Consideration of approval of Meeting Minutes.
 - a. 01 03 23 Community Workshop Meeting Minutes
 - b. 01 03 23 Town Council Workshop/Special Meeting Minutes
 - c. 01 17 23 Community Workshop Meeting Minutes
 - d. 01 17 23 Town Council Regular Meeting Minutes
2. Consideration of **Resolution No. 2023-14** authorizing the entry by the Town agreements with vendors for goods and services utilizing the St. Lucie County Guardrail Maintenance and Installation Contract Bid No. 21-085.
3. Consideration of **Resolution No. 2023-15** appointing Todd McLendon to the Planning and Zoning Board.
4. Fiscal Year 2023 1st Quarter Financial Reports; Balance Sheets and Budget to Actual Revenue and Expenditures (Receive and File)

PUBLIC HEARING (QUASI-JUDICIAL)

5. Consideration of **Resolution No. 2023-11** approving of the proposed Palm Beach Orthopedic Institute site plan for land owned by Loxahatchee Equestrian Partners, LLC. and Solar Sportsystems, Inc., consisting of 1.964 acres more or less located on the North side of Southern Blvd. East of "B" Road at the Intersection of Tangerine Drive and Mango Street, Loxahatchee Groves. **(Quasi-Judicial)**
6. Consideration of **Resolution No. 2023-12** approving a Historical Legacy Designation for land owned by Tetro Land Development and Construction, LLC., consisting of 3.21 acres more or less, located at the Southwest Corner of "F" Road and Okeechobee Blvd, Loxahatchee Groves. **(Quasi-Judicial) (Request for**

REGULAR AGENDA

7. Discussion and direction on paving plan.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Marianne Miles (Seat 3)

Margaret Herzog (Seat 5)

Vice Mayor Laura Danowski (Seat 2)

Mayor Robert Shorr (Seat 4)

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.

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: February 7, 2023

SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY WORKSHOP MEETING
JANUARY 3, 2023

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

Town Council stated about the Holiday Parade and the great time had.

There was public comment made by Katie Lakeman, Virginia Standish, and Cassie Suchy.

Katie Lakeman addressed the Town Council regarding Code Enforcement on Okeechobee (semi-trucks that are parked on one property) Town Manager Ramaglia responded to Ms. Lakeman concerns and gave an update on what is going on with Code Enforcement. There was discussion among Ms. Lakeman and Town Council and Town Staff.

Cassie Suchy addressed the Town Council about semi-trucks as well, she also stated that she has been trying people in and what is the status of these complaints. She also spoke about the recycling plant.

Virginia Standish addressed the Town Council expounded on what is going on Okeechobee Blvd. She also asked about Zoning issues. Is this issue going to be addressed and taken care of and she also spoke about sales not being recorded accurately. She also spoke about egress and ingress. There was discussion among Ms. Standish and Town Council and Town Staff.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:31p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP/SPECIAL MEETING
JANUARY 3, 2023**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:32 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marge Herzog, and Marianne Miles (via Zoom), Town Manager Francine Ramaglia and Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, Town Planning Consultant James Fleischmann, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the agenda as is; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by Virginia Standish and Cassie Suchy.

PRESENTATION

1. Certificates of Appreciation to Community Volunteers and Donors.
 - a. Mr. Chad Freeman
 - b. Mr. Ron Smith
 - c. Mr. Ken Swindell
 - d. Florida Crystals
 - e. Village of Wellington

Town Council presented Certificates of Appreciation to Community Volunteers and Donors: Mr. Chad Freeman, Mr. Ron Smith, Mr. Ken Swindell, Florida Crystals, and Village of Wellington.

CONSENT AGENDA

2. Consideration of approval of Meeting Minutes.

- a. November 15, 2022, Community Workshop Meeting Minutes
- b. November 15, 2022, Town Council Workshop/Special Meeting Minutes
- c. December 6, 2022, Community Workshop Meeting Minutes
- d. December 6, 2022, Town Council Regular Meeting Minutes

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the Consent Agenda and Fire Rescue report; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

DISCUSSION

3. Presentation and discussion from James Fleishmann regarding Evaluation and Appraisal
James Fleischmann, Town Planning Consultant presented the item to Town Council and there was discussion among Town Council and Town Staff.

There were public comments made by the following: Katie Lakeman, Virginia Standish, and Cassie Suchy.

There was consensus by Town Council to continue review of the Comprehensive Plan Elements to a future meetings.

TOWN STAFF COMMENTS

Town Manager

- Announced that the next Town Council meeting will be long.
- Announced that signs will be at the Public Works Department, Town Hall and around the town announcing Town will be hiring and gave an update of what Town's staff is doing to seek future employees.
- Announced the upcoming Palm Beach League of Cities Luncheon that will be held on January 25th and gave an update on the progress of the event.
- Wished all a Happy New Year.

Town Attorney

- Spoke about both lawsuits related to 444/556 B Road properties have been completed and Town has received new litigation from a Code Enforcement case over the holidays.

Public Works Director

- Thanked Council for their patience. There was discussion among Town Council and Mr. Peters.

Town Clerk

No comment.

Mr. Fleishman addressed the Town Council regarding Agritourism.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to receive and file the Florida Agritourism Association Florida Agritourism Toolkit; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Accessory dwellings on properties. There was discussion among Town Council and Town staff.
- Asked if the Town Council would consider moving meeting time back to 7:00 p.m.
- Commented about equipment that is used by Town staff.
- Wished all Happy New Year.

Marianne Miles (Seat 3)

- Spoke about vegetation piles not being picked up. There was discussion among Town Council and Town Manager Ramaglia.

There was consensus to have Town Manager Ramaglia to reach out to Coastal Recycle and Waste to get some formal pricing for vegetation by February 7th.

- FPL
- Sign for Publix Shopping Center
- Collecting Canal

Margaret Herzog (Seat 5)

- Committee Dates and Meetings
- 161st resident garbage not getting picked up-Town Manager stated she would look into this matter.
- Lobbyist
- Public Works' staff
- Gift Baskets- great response
- C Road Bridge dedication-There was discussion among Town Council and Mr. Peters.
- Asked if all FAAC committee members have access to Finance software. Town Manager Ramaglia responded.

Vice Mayor Laura Danowski (Seat 2)

- Multiple outreaches to employment for Public Works
- Apologize for early incident-asked how do we focus on getting our 5 top priorities out of the 25. Also spoke about multiple RVs on properties. Town Manager Ramaglia responded. There was discussion among Town Council and Town staff.
- Update on Road Paving-Mr. Peters responded.
- Wished all a Happy New Year

Mayor Robert Shorr (Seat 4)

- Quarterly Finance Report-Town Manager Ramaglia responded reports will be available on February 7th.
- Asked was everyone aware of how Council members can help clean the Town (Is there a Town policy) and volunteering for the Town. There was discussion among Town Council and Town Staff.

ADJOURNMENT

There being no further business the meeting was adjourned at 9:43 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY WORKSHOP
January 17, 2023

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

There was public comment made by Cassie Suchy and Battalion Chief # 2 C Shift Commander Kenny Wooldridge.

Cassie Suchy addressed the Council regarding the following:

- Code Enforcement
- Public Records Requests
- Sod Farm

Battalion Chief # 2 C Shift Commander Kenny Wooldridge presented the Palm Beach County Fire Rescue monthly report to Town Council.

ADJOURNMENT

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL REGULAR MEETING

January 17, 2023

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:38 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia (left at 8:54 p.m.), Marge Herzog, and Marianne Miles (via Zoom), Town Manager Francine Ramaglia and Town Attorney Elizabeth Lenihan, Esq., and Public Works Director Larry Peters and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Vice Mayor Danowski asked could item # 3 be moved before item # 2 due to applicant being present. Town Manager Ramaglia also asked could we add the receive and file of the Fire Recuse report under Consent.

Motion was made by Vice Danowski seconded by Councilmember Maniglia to move item # 3 before item # 2 on the Regular Agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment by Cassie Suchy.

CONSENT AGENDA

1. Consideration of approval of Meeting Minutes.
 - a. November 16, 2021, Community Workshop Meeting Minutes
 - b. April 19, 2022, Community Workshop Meeting Minutes
 - c. July 19, 2022, Community Workshop Meeting Minutes

Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to approve the Consent Agenda and Fire Rescue report; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

REGULAR AGENDA

2. Consideration of Engineering and Planning resolutions awarding continuing contracts pursuant to RFQ 2022-01.

- a. Approval of **Resolution No. 2023-01** continuing contract with CiviSurv.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2023-01 continuing contract with CivicSurv; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- b. Approval of **Resolution No. 2023-02** continuing contract with Engenuity Group.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2023-02 continuing contract with Engenuity; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- c. Approval of **Resolution No. 2023-03** continuing contract with Keshavarz and Associates.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve Resolution No. 2023-03 continuing contract with Keshavarz; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- d. Approval of **Resolution No. 2023-04** continuing contract with SEPI/TransSystem.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2023-04 continuing contract with SEPI/TransSystem; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- e. Approval of **Resolution No. 2023-05** continuing contract with Whidden.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve Resolution No. 2023-05 continuing contract with Whidden; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

3. Consideration of **Resolution No. 2023-06** Regarding Agreement for Payment in Lieu of Construction of Certain Improvements for Lockhart Storage. **Motion to move to be heard before item # 2.**

Town Manager Ramaglia presented the item to Town Council. James Lockhart owner of Lockhart Storage and Robert Sherman from MBA Development also addressed the Town Council.

There was public comment from Cassie Suchy.

- a. Resolution No. 2023-06 Payment in Lieu of Improvements Lockhart.
 - b. Lockhart Storage Payment in Lieu Signed Agreement.
 - c. Lockhart Storage - Tangerine Ave. Improvements Cost Estimate.

TOWN STAFF COMMENTS

Town Manager

- Termination of the Code section of the SafeBuilt contract.

- Code Enforcement
- Job postings will be displayed on Town's website.
- Special Magistrate hearing will be held on January 25, 2023.

There was discussion among Town Council and Town Manager regarding transportation for Code Enforcement Officer, Special events permits, and Town Manager stated she was asked to speak at the Loxahatchee Groves Landowners Association (LGLA), but it conflicts with the monthly Planning and Zoning Board Meeting.

- Announced the Palm Beach League of Cities lunch will be held on January 25th at 11:00 a.m. and stated who would be catering.
- Development activities happenings regarding voluntary annexations.
- Announced she would be out of the office on January 19th and 20th.

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- 2022 Budget
- Removal of debris from the canal and tree removal companies
- Spoke about signing checks.
- Asked about a pressure washer at Public Works
- Happy about Code Enforcement
- Committee members being in compliance regarding various codes.

Marianne Miles (Seat 3)

- Code Enforcement
- Trimming of overgrowth in right of way
- Nuisance abatement
- Bollards
- FPL

Margaret Herzog (Seat 5)

- Blackbaud Training
- Assistant to Town's Planning Consultant
- Dog issue on Compton Road
- Paintball park on Southern Blvd.
- Next Door Neighbor app

Vice Mayor Laura Danowski (Seat 2)

- Planning and Zoning Notices
- Engineer of Record
- Paving Plan
- Indian Trail Improvement District (ITID) lawsuit

Mayor Robert Shorr (Seat 4)

- Thanked Mr. Peters, Director of Public Works for cost saving on paving project.

ADJOURNMENT

There being no further business the meeting was adjourned at 9:43 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry Peters, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: February 7, 2023

SUBJECT: Consideration of *Resolution No. 2023-14* piggyback of Guardrail Maintenance and Installation Contract

Background:

The purpose of this piggyback is to establish a contract/contract with qualified contractors for guardrail maintenance and construction for guardrail repairs as needed, along with any new guardrail installations on milling roads throughout our Town.

The initial term of the St. Lucie County contract to be piggybacked is for a period of two (2) years, which will expire on 12/31/2023. Providing the bidder agrees to the same terms and conditions, the contract could be extended for three (3) additional, one (1) year periods for a maximum contract term of five (5) years. The Town will follow the St. Lucie County's renewal process later in the year and will take the appropriate actions to renew.

Recommendations:

Town Council adopt Resolution No. 2023-14 approving piggyback of St. Lucie County's Guardrail Maintenance and Installation Contract.

RESOLUTION NO. 2023-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE ST. LUCIE COUNTY GUARDRAIL MAINTENANCE AND INSTALLATION CONTRACT BID NO. 21-085; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133(b)(5) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for goods and services relating to guardrail maintenance and installation; and

WHEREAS, St. Lucie County conducted a competitive procurement of services and awarded a Contract for guardrail maintenance and installation (SLC Bid #21-085) to multiple vendors, as shown in the Bid Tabulation attached hereto as Exhibit "A"; and

WHEREAS, the Town Council desires to enter into agreements with the awarded vendors utilizing the contracts awarded under the St. Lucie County Guardrail Maintenance and Installation Bid # 21-085, as listed in Exhibit "A"; and

WHEREAS, the Town Council has determined entering into the agreements 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.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the St. Lucie County Guardrail Maintenance and Installation Bid #21-085 for goods and services and enter into agreements with the awarded vendors pursuant to and consistent with Exhibit "A". The Mayor is authorized to execute any and all no-cost documents to implement the use of the St. Lucie County Guardrail Maintenance and Installation Bid #21-085 by the Town, including letter agreements and addenda, 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. In addition, the Town may use the St. Lucie County Guardrail Maintenance and Installation Bid #21-085 so long as it remains in effect, including renewals or extensions.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____, 2023.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Margaret Herzog

Councilmember Marianne Miles

INVITATION TO BID



Guardrail Maintenance and Installation Public Works/Road and Bridge

BID NO.: 21-085

**Due Date: Wednesday, October 20, 2021
Due Time: 3:00 P.M.**

A **MANDATORY PRE-BID CONFERENCE** will be held in the St. Lucie County Road & Bridge Division Conference Room located at 3071 Oleander Avenue, Fort Pierce, FL 34982, on **Monday, September 27, 2021 at 10:00 A.M.**

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
2300 Virginia Avenue
Fort Pierce, FL. 34982-5652
Ph (772) 462-1700
Fax (772) 462-1704**



BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

CALL FOR BIDS

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, October 20, 2020**, for the following:

Bid No: 21-085

**Guardrail Maintenance and Installation
Public Works/ Road & Bridge Division**

Bid documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Bids may be mailed or hand delivered to the St Lucie County Purchasing Department, 2300 Virginia Avenue, 2nd Floor Rm. 228, Fort Pierce, FL 34982. Any bids received after the above stated time shall be returned to the bidder unopened.

A **MANDATORY PRE-BID CONFERENCE** will be held in the St. Lucie County Road & Bridge Division Conference Room located at 3071 Oleander Avenue, Fort Pierce, FL 34982, on **Monday, September 27, 2021 at 10:00 A.M.**

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at <http://www.stlucieco.org>

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, September 19, 2021

**ST. LUCIE COUNTY
BOARD OF COUNTY COMMISSIONERS
BIDDER'S CHECK LIST**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

- _____ Enclose three (3) COMPLETE sets of the Bid package (one marked original and two marked copy). Include all handwritten sections, plus three (3) sets of any descriptive literature, brochures and/or supporting data. Please make and retain a separate copy of this bid package for your records.
- _____ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.
- _____ Include proof of proper licensing as stated in bid documents.
- _____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope.
- _____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid. Please note: Although we will attempt to notify you of the addendum, it is the sole responsibility of the bidder to ensure it is received.
- _____ Attachments A, B, C, and D must be completed and returned with the bid.
- _____ Provide three (3) references on the Reference Form provided in Attachment "B", preferably Governmental. Include name, address and phone number for similar work done in past year.
- _____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.
- _____ If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you.

_____ **PLEASE INITIAL AND RETURN WITH BID FORM**

Table of Contents

Instructions to Bidders:

Items 1 thru 36

Local Vendor Preference Certification Statement

Scope of Work:

Item 1 – Scope of Work

Item 2 – Bid Unit Price Schedule

Item 3 – Specifications

Item 4 – Maintenance Specifications

Item 5 – Supplemental Conditions

Attachment A – Equipment List

Attachment B – References

Attachment C - Bidders Qualifications Statement

Attachment D – Vendor Affidavit Regarding Scrutinized Company List

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS:

All bids shall be submitted in a sealed envelope. The **BID NUMBER, TITLE, AND OPENING DATE AND TIME** shall be clearly displayed on the sealed envelope next to the Bidder's name and address. The delivery of said bid to the Purchasing Department prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bid received in the Purchasing Department after the specified date and time will not be accepted.

2. If the bid is to be delivered by Fed-X, UPS or other such carrier be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope. If a carrier's package is opened and the bid is not in a separate envelope, it will be resealed and reopened at the designated date and time.

3. EXECUTION OF BID:

Bid must include a manual signature of an authorized representative in the space provided. All bids must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. The person signing the bid must initial corrections. Any illegible entries, pencil bids or corrections not initialed will not be tabulated.

4. BID OPENING:

Bid opening shall be public on the date and time specified in the Bid package. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone, telegraph, and faxed bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

5. BID TABULATIONS:

Any bidder wishing to receive a copy of the bid tabulations is required to enclose a stamped, self-addressed envelope with bid response.

6. NO BID:

If not submitting a bid, please respond by returning one copy of the form, marking it "NO-BID", and kindly explain the reason. A "No Bid" may be faxed to 772-462-1704.

7. CLARIFICATION/CORRECTION OF BID ENTRY:

The County of St. Lucie reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

8. INTERPRETATION:

Any questions concerning conditions and specification shall be directed to the Purchasing Department. All questions shall be in writing and received by the Purchasing Department at least **10** working days prior to the bid opening. Those interpretations, which may affect the eventual outcome of this bid, will be furnished, as a written addendum, to all

prospective bidders. No interpretation shall be considered binding unless provided in writing by St. Lucie County.

All questions to be faxed or e-mailed to: Desiree Cimino at 772-462-1704 or ciminod@stlucieco.org.

9. EEO STATEMENT:

St. Lucie County believes in equal opportunity practices, which conform to both the spirit and letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, or national origin.

10. PRICING:

Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the County of St. Lucie to a secure area of inside delivery. Pricing shall also include delivery when required. The obligations of St. Lucie County under this award are subject to the availability of funds lawfully appropriated for the purpose by the State of Florida and/or the Board of County Commissioners.

11. ADDITIONAL TERMS & CONDITIONS:

The County of St. Lucie reserves the right to reject bids containing any additional terms and conditions not specifically requested in the original conditions and specifications. Any exceptions that the bidder has to the terms and conditions of the bid documents and/or the terms and conditions of the draft contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to bid opening. Any exceptions not received ten (10) days prior to the bid opening will not be considered.

12. PROTEST OF SPECIFICATIONS OR REQUIREMENTS:

Any protest concerning bid or request for proposal specifications or requirements must be made within seventy-two (72) hours from the time the aggrieved person knew or should have known of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. Failure to timely protest bid specifications or requirements constitutes a waiver of the ability to protest specifications or requirements.

13. DISCOUNTS:

All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.

14. TAXES:

The County of St. Lucie is exempt from all sales, use, and like taxes.

15. MEETS SPECIFICATIONS:

All equipment and accessories furnished under these specifications shall be the latest model and shall be of good quality, workmanship and material. Delivery specifications shall be strictly adhered to.

16. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

17. LEGAL REQUIREMENTS:

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. ASSIGNMENT:

Any purchase order issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Director.

19. LIABILITY:

The bidder shall indemnify and hold harmless the County of St. Lucie, its officers, agents, and employees against any claims by third parties arising out of the acts or omissions of the supplier.

20. PATENTS AND ROYALTIES:

The bidder, without exception, shall indemnify and hold harmless the County of St. Lucie, its officers, agents and its employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or un patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of St. Lucie. If the bidder uses any design, device, or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

21. SAFETY WARRANTY:

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. WARRANTY:

The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of St. Lucie by any other provision of this bid.

23. PAYMENT:

Payment will be made by the County according to the contract.

24. DISPUTES:

In case of any doubt or difference of opinion as to the items furnished hereunder, the decision of the County shall be final and binding on both parties.

25. DEFINITIONS:

ST. LUCIE COUNTY - The term ST. LUCIE COUNTY herein refers to the County of St. Lucie, Florida and its duly authorized representatives.

BIDDER - The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms conditions and quotations of the bid.

26. CONFLICT OF INTEREST:

The award hereunder is subject to provisions of State Statutes and County Ordinance. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of St. Lucie County. Further, all bidders must disclose the name of any County employee who owns directly or indirectly any interest in the bidder's firm or any of its branches.

27. ADDENDA TO THE BID:

St. Lucie County reserves the right to amend this bid or request additional clarifying information from any or all bidders prior to determination of award. Any changes to this bid will be made available for all prospective bidders to receive. **Although we will attempt to notify you of all addenda, it is the sole responsibility of the bidder to ensure it is received.**

28. AWARD AND CONTRACT:

The successful bidder, will, within fifteen (15) calendar days after written notice of award, enter into a written contract with the Board of County Commissioners in accordance with the accepted bid. Contract term will be two-years with three one-year renewals. The County reserves the right to award multiple contracts if deemed to be in the best interest of the County.

29. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

30. NOTICE TO SELLER TO DELIVER:

No delivery shall become due or be acceptable without a written order or shipping instruction by the County unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required the Seller may be given telephone notice to be confirmed by an order in writing.

31. MODIFICATIONS:

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity to the initiation of any such change.

32. OCCUPATIONAL LICENSE:

No person shall engage in or manage any Business Profession or Occupation in St. Lucie County for which an occupation license tax is required unless a County License shall have been procured from the Tax Collector for St. Lucie County.

33. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:

This bid may be expanded to include other governmental agencies. Each political entity will be responsible for execution of its own requirements with the awarded vendor.

34. BOND AND INSURANCE REQUIREMENTS:

Bonds must be issued by a Bonding Company with a Best Insurance Guide's rating of "A-" or better and must be licensed or authorized to do business in the State of Florida. Certificates of insurance, Public Construction Bonds and/or Maintenance Bonds must be received by the applicable County office prior to actual commencement of the project. All certificates of insurance shall list the county as Additional Insured and reference the specific

project. Please note that where applicable the following bond and insurance requirements supersede those set forth in the sample contract.

BONDS

- A. **No** **5% Bid Security**
- B. **Yes** **\$5,000.00 Performance Bond**
(Cash or Certified Cashier's Check due from awarded vendor)**

****Contractor's Cash Performance Bond:**

The Contractor's Cash Performance Bond will be held by St. Lucie County for the entire term of the contract. Should the Contractor fail to honor his obligations and the term and conditions set forth in the contract, contractor thereby will forfeit the entire performance bond. Additionally, if the Contractor is declared to be in default by St. Lucie County, the contractor will thereby forfeit the entire performance bond.

INSURANCE

- A. **Yes** **Worker's Compensation**
- \$1,000,000 by accident - each accident
- \$1,000,000 by disease - each employee
- \$1,000,000 by disease - policy limit
- B. **Yes** **Commercial General Liability**
- \$1,000,000 per occurrence
- \$2,000,000 per job aggregate
- C. **Yes** **Commercial Auto Liability**
Combined Single Limit, Bodily Injury/Property Damage
\$1,000,000
- D. **No** **Builder's Risk** (all risks for the total construction cost of the project)
- E. **No** **Professional Liability** \$1,000,000 aggregate
- F. **No** **Other** _____

35. The County of St. Lucie reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as may be deemed to be in the best interest of the county.

36. LOCAL PREFERENCE:

In accordance with the St. Lucie County Local Preference Ordinance No. 09-005, a preference will be given to bidders who have a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address and who hold a valid Local Business Tax Receipt (Occupational License) issued by the County that authorizes the bidder to provide the goods and services to be purchased.

Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, St. Lucie County and its agencies and instrumentalities, will give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest bid, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Purchasing Division shall determine if the lowest local bidder meets the requirements of 287.07, Florida Statutes. If the lowest local bidder meets the requirements of 287.07, Florida Statutes, the Purchasing Division shall invite the lowest local bidder in writing to submit a matching offer to the Purchasing Division, which shall be submitted in writing to the Purchasing Division within five business days thereafter. If the lowest local bidder submits a written offer that does not match the lowest bid from the non-local bidder tendered previously, the next lowest, fully qualified local bidder will be given the opportunity to match if they are within five percent. This cycle shall be repeated until there are no remaining local bidders within five percent, and then award shall be made to the non-local bidder. If the lowest local bidder does not respond, declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Section 287.07, Florida Statutes, and the lowest non-local bidder does, the lowest local bidder will be disqualified and the next lowest bidder will be

considered if they are within five percent, award will be made to the bidder that meets the requirements of the referenced state law. In the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.



**Certification Statement
Local Vendor Preference**

I certify that my company meets all of the following qualifications to be eligible for the local vendor Preference:

- (1) That my company has a fixed office or distribution point located in and having a street address Within St. Lucie, Indian River or Martin County for at least one year prior to the issuance of the Request for competitive bids or request for proposals by St. Lucie County; and
- (2) That my company holds any business license required by the St. Lucie County for at least one year.
- (3) That my company is principal offeror who is single offeror; a business which is the prime contractor And not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (4) Attached is a copy of my St. Lucie, Indian River or Martin County Occupational License.

Company Name: _____

Address: _____

Business License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____, _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name: _____

VENDOR DO NOT COMPLETE

To be verified with the Occupational Licensing Department and completed by an authorized Representative from St. Lucie County Purchasing Division:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business license must be submitted with your bonafide Bid/RFP package.

BID No. 21-085

Guardrail Maintenance and Installation

1.0 SCOPE

The Specifications consist of items utilized in the maintenance of various County road rights-of-way and drainage systems, final cleanup, and associated appurtenances.

The County will offer a two (2) year contract with three (3) one-year renewal options.

PRICING

The successful bidder shall furnish and apply product at the unit price indicated on the bid unit price form for the applicable distance to any location within St. Lucie County.

PLANS

There are no separate plans for this project. Sketches may accompany each individual project that may result from this bid.

2.0 BID UNIT PRICE SCHEDULE

Contracts may be awarded to one or more contractors based on the best interest of the County.

BID NO. 21-085
GUARDRAIL MAINTENANCE & INSTALLATION

Bid Unit Price Schedule			
Item	Description	Unit	Unit Price
101-1A	MOBILIZATION - WORK ORDER TOTAL \$0.00 - \$50,000	LS	
101-1B	MOBILIZATION – WORK ORDER TOTAL \$50,001 - \$100,000	LS	
101-1C	MOBILIZATION - WORK ORDER TOTAL \$100,001 - \$500,000	LS	
101-1D	MOBILIZATION - WORK ORDER TOTAL OVER \$500,000	LS	
101-1E	MOBILIZATION – EMERGENCY RESPONSE	LS	
102-1A	STANDARD FDOT 600 SERIES MOT FOR LANE CLOSURE	DA	
104-13-1	SILT FENCE TYPE III	LF	
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	
110-7-1A	MAILBOX (REMOVE & REPLACE)	EA	
120-1	REGULAR EXCAVATION	CY	
120-6	EMBANKMENT	CY	
210-2	LIMEROCK OR EQUIVALENT (NEW MATERIAL FOR BASE)	CY	
334-1-131A	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, SP 9.5), 1"	SY	
334-1-134A	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, SP 12.5), 2"	SY	
570-1	PERFORMANCE TURF	SY	
339-2	ASPHALTIC CONCRETE (COLD PATCH)	TN	
570-9-1	WATER FOR GRASS & PLANTS	MG	
577-70	SHOULDER REWORK	SY	
Item	Description	Unit	Unit Price
110-2	CLEARING & GRUBBING (GUARDRAIL INSTALLATION)	SY	
339-1	MISCELLANEOUS ASPHALTIC CONCRETE	TN	
400-1-15	CONCRETE (CLASS I) (MISCELLANEOUS)	CY	
515-1-242	PIPE HANDRAIL, ALUMINUM, 42" (F&I)	LF	
515-1-254	PIPE HANDRAIL, ALUMINUM, 54" (F&I)	LF	
536-1-000	GUARDRAIL ASSEMBLY, W-BEAM, LOW SPEED, TL-2 (NEW)	LF	
536-1-001	GUARDRAIL ASSEMBLY, W-BEAM, GENERAL, TL-3 (NEW)	LF	
536-1-003	GUARDRAIL ASSEMBLY, W-BEAM, DOUBLE FACE (NEW)	LF	

536-3-015	END ANCHORAGE ASSEMBLY TYPE II (REPLACE) (F & I)	EA	
536-3-303	END ANCHORAGE ASSEMBLY CRT (REPLACE) (F&I)	EA	
536-3-045	END ANCHORAGE ASSEMBLY MELT (REPLACE) (F&I)	EA	
536-3-055	END ANCHORAGE ASSEMBLY ET-2000 (REPLACE) (F&I)	EA	
536-3-065	END ANCHORAGE ASSEMBLY BRIDGE (REPLACE) (F&I)	EA	
536-3-075	END ANCHORAGE ASSEMBLY BARRIER (REPLACE) (F&I)	EA	
536-3-095	END ANCHORAGE ASSEMBLY BEST (REPLACE) (F&I)	EA	
536-3-100	GUARDRAIL REALIGNMENT (REMOVE & REPLACE)	LF	
536-3-125	END ANCHORAGE ASSEMBLY LET (REPLACE) (F&I)	EA	
536-3-135	END ANCHORAGE ASSEMBLY SKT-350 (REPLACE) (F&I)	EA	
536-3-141	GUARDRAIL, STANDARD PANEL (SHOP BENT) (REPLACE) (F&I)	LF	
536-3-142	GUARDRAIL STANDARD PANEL (REPLACE) (F & I)	LF	
536-3-145	END ANCHORAGE ASSEMBLY CRT (REPLACE) (F&I)	EA	
536-3-155	END ANCHORAGE ASSEMBLY REGENT (REPLACE) (F&I)	EA	
536-3-165	END ANCHOR ASSEMBLY FLEAT-350 (REPLACE) (F&I)	EA	
536-3-225	END ANCHORAGE ASSEMBLY FLARED (REPLACE) (F & I)	EA	
536-3-242	GUARDRAIL, THRIE BEAM PANEL (REPLACE) (F & I)	LF	
536-3-245	END ANCHORAGE ASSEMBLY PARALLEL (REPLACE) (F & I)	EA	
536-3-540	GUARDRAIL (PIPE RAIL) (REPLACE)	LF	
536-3-642	GUARDRAIL DOUBLE FACE (REPLACE)	LF	
536-5-001	RUB RAIL FOR GUARDRAIL, SINGLE SIDED RUB RAIL (F&I)	LF	
536-5-002	RUB RAIL FOR GUARDRAIL, DOUBLE SIDED RUB RAIL (F&I)	LF	
536-7-1	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL (F&I)	EA	
536-7-2	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT (F&I)	EA	
536-7-3	SPECIAL GUARDRAIL POST- ENCASED POST FOR SHALLOW MOUNT (F&I)	EA	
536-7-4	SPECIAL GUARDRAIL POST- FRANGIBLE LEAVE-OUT FOR MOUNTING THROUGH CONCRETE SURFACE (F&I)	EA	
536-12-604	GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN CONC.)	EA	
536-12-605	GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN ASPH.)	EA	
536-12-608	GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN ASPH.)	EA	

536-12-609	GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN SOIL)	EA	
536-15	MISCELLANEOUS GUARDRAIL MAINTENANCE	LF	
536-65	END ANCHORAGE ASSEMBLY (REMOVE)	EA	
Item	Description	Unit	Unit Price
536-73	GUARDRAIL ASSEMBLY (REMOVE)	LF	
536-85-20	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE (F&I) (NEW)	EA	
536-85-24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL (F&I) (NEW)	EA	
536-85-26	GUARDRAIL END TREATMENT- TYPE CRT (F&I) (NEW)	EA	
536-85-27	GUARDRAIL END TREATMENT- DOUBLE FACE APPROACH TERMINAL (F&I) (NEW)	EA	
536-85-29	GUARDRAIL END TREATMENT- DOUBLE FACE TRAILING ANCHORAGE (F&I) (NEW)	EA	
538-1	GUARDRAIL RESET	LF	

BID UNIT PRICE SCHEDULE

All bid items shall include all costs for furnishing to the owner all materials, equipment and supplies, permits and for all costs incurred in providing all work shown on the **Guardrail Maintenance and Installation** items of work outlined in the contract specifications for the construction.

NOTE: This bid is on a unit price basis. The total estimated amount is for bid comparison purposes only. The contractor should field verify the actual site conditions prior to time of bidding and before submitting the bid proposal. The contractor should read the special conditions and the requirements for insurance before submitting a bid proposal. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish St. Lucie County with a \$5,000.00 Cash Performance Bond. The Cash Performance Bond shall continue in effect for one duration of the contract as guarantee against construction defects. Density testing shall be at the expense of St. Lucie County, except for failing tests, which shall be charged to the contractor.

Date _____

Bidder _____
(Company Name)

By _____
(Signature)

By _____
(Printed Name)

Title _____

Mailing Address _____

Office Number _____

Fax Number _____

3.0 SPECIFICATIONS

BID ITEMS:

The governing specifications for this project are the most current revision of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, the FDOT Roadway and Traffic Design Standards, and the 2010 ADA (Americans with Disabilities Act) Standards for Accessible Design.

The following information is in addition to the specifications previously referenced.

101-1A-D Mobilization/Demobilization:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The project superintendent shall provide the ENGINEER with a cellular phone number for 24-hour access at the preconstruction meeting. It will be incumbent upon the CONTRACTOR to answer all calls, or respond to any missed call within thirty (30) minutes.

The basis of payment for **Mobilization/Demobilization** shall be paid as per LUMP SUM.

101-1E Mobilization/Demobilization – Emergency Response:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall be also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

The Contractor will mobilize within 24 hours of the County's request for Emergency Mobilization.

The project superintendent shall provide the ENGINEER with a cellular phone number for 24-hour access at the preconstruction meeting. It will be incumbent upon the CONTRACTOR to answer all calls, or respond to any missed call within thirty (30) minutes.

The basis of payment for Mobilization/Demobilization – Emergency Response shall be paid as per LUMP SUM.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workers from hazards within the project limits. Maintenance of Traffic items needed or requested by the County in addition to those required by FDOT Index 603 for a work zone of 500' or less in length will be a pass-through charge and not subject to markup by the contractor.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for the specified detour route. This plan shall include the approval of any state or city agency owning or maintaining the roads to be utilized as a detour route. The CONTRACTOR shall provide access to driveways at all times.

- Any road closure requests must be APPROVED by the St. Lucie County Engineer a minimum of 2 weeks prior to implementation.
- The CONTRACTOR shall provide access to driveways at all times.
- The CONTRACTOR shall allow access for trash and postal services.
- The CONTRACTOR shall allow access for all emergency vehicles and school buses.

The basis of payment for **Maintenance of Traffic** shall be paid as per DAY.

110-7-1A Mailboxes:

When removal and reinstallation of mailboxes is required to facilitate the work, permit each owner to remove the existing mailbox. Reinstall the mailboxes in accordance with the Standard Plans. The quantity to be paid for will be the number of mailboxes acceptably removed and reinstalled.

The basis of payment for **Mailboxes** shall be paid as per EACH.

334-1-131A Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1”:

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1”** shall be paid as per SQUARE YARD.

334-1-134A Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2”:

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"** shall be paid as per SQUARE YARD.

4.0 MAINTENANCE SPECIFICATIONS

The following provisions revise the FDOT Standard Specifications for Road and Bridge Construction, July 2021 Edition for all work performed on projects specified as maintenance.

ARTICLE 536-1 is expanded by the following:

Remove, repair or replace damaged or destroyed sections of guardrail in accordance with the Contract Documents and the Standards Plans. The work may include realigning of panels, posts, blocks and anchorages, and miscellaneous hardware.

ARTICLE 536-2 is expanded by the following new Subarticles:

536-2.1 Materials Furnished to the Department: When specified by the pay items that an item is to be furnished by the Department, the pay item will include compensation for the loading, transport, and installation of the items including all necessary incidental hardware required to complete the specified work.

536-2.2 Guardrail Repair Requirements: Damaged guardrail is required to be secured with proper maintenance of traffic at the time of identification. Permanent repairs to damaged guardrail must be completed within ten days, unless, due to the severity of damage, the Engineer determines a shorter time frame is necessary.

Replace damaged guardrail and accessories using materials of the same type, unless otherwise directed by the Engineer.

When directed by the Engineer, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound as specified in article 562. No direct payment will be made for paint costing of surfaces or for field repair of damaged paint coating.

Remove all debris, including the original guardrail materials, from the right-of-way at the end of each working day, unless approved by the Engineer. All salvageable guardrail materials, as determined by the Engineer, will be used within the limits of each worksite

at no cost to the Department. Salvageable material not used will remain the property of the Department. Load, transport and unload all salvageable materials at locations designated by the Engineer. Provide location and dispose of debris or materials not a part of the installation or determined not to be salvageable by the Engineer, at no cost to the Department. Include all costs associated with removing, transporting, unloading, or disposing of debris or materials in the Contract unit price of the related item.

SUBARTICLE 536-5.1 is expanded by the following:

Guardrail repairs may vary according to the type of repair necessary and will be identified by the pay item(s) listed in the work document.

For miscellaneous guardrail, the quantity to be paid, whether single faced or double-faced guardrail, will be measured as a singular linear foot unit in one direction only.

ARTICLE 536-6.8 is deleted and the following substituted:

536-6.8 Repair, Replace or Remove: Price and payment for repair, replace, or remove guardrail and end anchorage assemblies will include all labor, equipment, materials, hardware, and incidentals necessary to complete the work.

Pay items used to replace guardrail will be for the payment of removing and replacing guardrail including posts, blocks and miscellaneous hardware unless otherwise directed by the Engineer.

End anchorage assembly removal pay items will be for the payment of removal and disposal of all material, hardware and incidental items included in the end anchorage assembly.

End anchorage assembly replacement items will be for removing and replacing the existing assembly with the assembly identified by the pay item. The pay item used will represent the type of end anchorage assembly being used.

The pay item for the removal of existing guardrail includes panels, posts, blocks, end anchorage assemblies and all miscellaneous hardware.

536-6.9 Miscellaneous Guardrail Maintenance: Price and payment for the Miscellaneous Guardrail Maintenance pay item will include all labor, equipment, materials, and incidentals necessary for the minor repair of existing guardrail. Washers and bolts are to be tightened or replaced, blocks straightened, and nails in blocks replaced as deemed necessary.

536-6.10 Payment Items: Payment will be made under the items specified in the Bid Price Proposal.

ARTICLE 550-1 is expanded by the following:

Remove and replace damaged, destroyed, or deteriorated posts and fence sections meeting the requirements of the Department's Standard Plans, and revisions thereto, current at the time of contract letting. Such work may include the removal of existing

fence, removal of any public or private attachments to existing fencing, fence maintenance, furnishing of materials, replacement or mending of wire fabric, barbed wire, line, corner, pull, and end posts, braces, fasteners, other hardware, and gates.

SUBARTICLE 550-4.1 is expanded by the following:

In cases where the fence is located along a limited access facility, perform the work in a manner that would maintain limited accessibility to the facility.

Replace all fence removed with replacement fence, or with temporary fence until the replacement fence may be installed, during any one working day.

Remove and provide disposal locations for all debris, including the original fence materials, from the right-of-way, at no additional cost to the Department. Remove all debris from the Department's right-of-way at the end of each working day.

SUBARTICLE 550-4 is expanded by the following new Subarticles:

550-4.8 Gates: Install gates at locations specified in the work documents issued by the Engineer. Install the manufacturer's standard gate for use with the type of fence being installed.

550-4.9 Fence Maintenance: Perform miscellaneous activities such as, straightening, tightening and re-stapling or tying of existing fence as required.

SECTION 577

REWORKING SHOULDERS, SLOPES AND ROADSIDE DITCHES

577-1 Description.

Perform shoulder rework operations for restoring non-paved shoulders, slopes and roadside ditches. Shoulder rework operations include blading to remove excess materials, adding suitable materials, if necessary and Restoring the roadside shoulders to the desired lines, grades, and cross-sections for proper drainage and protection of the pavement edge.

577-2 Equipment.

Provide equipment that may include pulver mixer and rotovators with shovel-like cultivators, of a type that will mix the additional shoulder material with the existing non-paved shoulder to the required depth and which will leave the shoulder in a non-compacted condition.

577-3 Materials.

577-3.1 Use of Excess Material: Use existing excess material within the project limits if suitable for use as fill material in low areas, prior to using Department provided

fill material or imported finish soil material. Stockpile excess materials resulting from the reworking procedure in areas designated by the Engineer.

577-3.2 Fill Material: The Department will not provide fill material, when needed to bring non-paved shoulders to proper grade.

577-3.3 Finish Soil Layer: When suitable fill material is not provided by the Department, as authorized by the Engineer, meet the requirements of Section 987.

Do not place stockpiled fill or soil layer materials on the shoulders earlier than seven Calendar days before mixing operations in the area. Placement of materials to be added must not inhibit visibility to the traveling public and may be placed on the back slope along the right-of-way line or as directed by the Engineer.

577-4 Shoulder Rework Operations.

577-4.1 General: Coordinate with the utility companies for the location of all underground utilities prior to beginning work where digging or grading work is required.

577-4.2 Sequence of Operations: Proceed with the shoulder rework operations in the following sequence: blade shoulders if necessary, add and spread stockpiled excess soil, fill, or imported soil layer material, and mix added material with the underlying non-paved shoulder. Leave in a roughened and loose condition.

577-4.3 Preparation: Blade the existing shoulder as necessary to achieve a reasonable uniform plane. Blade vegetation which has grown over the edge of existing pavement. Disc the existing shoulders prior to placing additional material. Remove excess material that is not suitable for use as fill material in low areas within the project limits.

Provide and maintain all measures required for the prevention, control, and abatement of dust, erosion, and water pollution. Prevention, control, and abatement of dust, erosion, and water pollution will be incidental to the work being performed and will not be paid separately, unless specific pay items and quantities are established in this Contract. Use erosion control methods and materials per Section 104 and the Standard Plans Index 570.

577-4.4 Soil Layer Material: Prepare a 6 inch-thick layer of soil using stockpiled fill and imported material as authorized by the Engineer, to achieve a finish soil layer favorable to ground cover growth for areas to be seeded, mulched or sodded. Spread the material to conform to the desired shoulder configuration.

577-4.5 Mixing: Mix the additional shoulder material with the existing non-paved shoulder with a pulver mixer or rotovator mixer to a depth such that the upper four inches of the existing shoulder becomes uniformly mixed with the added material.

In those areas where the added fill material exceeds four inches in depth, mixing of fill material and the existing shoulder is not required.

Immediately after the above operations, reshape the shoulder area to the required configuration and leave in a roughened and loose condition.

Completed work will be to the line, grades, and slopes according to the roadway typical requirements for shoulders, slopes, and ditches. The typical sections will be as follows:

Drop Off from Edge of Pavement to Shoulder	1/2" to 1" maximum
Shoulders	3/4 "per foot
Front Slopes	1:4 to 1:6 (vertical to horizontal)
Ditch Bottom	Grade for proper drainage
Back Slope	1:2 to 1:4 (vertical to horizontal)

577-5 Paved Shoulder Blading Operations: Blade vegetation that has grown over the edge of existing pavement and remove excess material from the pavement's edge for the width specified by the Engineer. Blade the unpaved shoulder as necessary, not to exceed 24 inches from the edge of pavement, to achieve a uniform plane in relation to the paved shoulder and cross slope.

577-6 Method of Measurement.

The quantities to be paid for will be for the following items, completed and accepted.

1. The area, in square yards, for reworking shoulders.
2. The area, in linear feet, for paved shoulder blading and removal of excess material.
3. The number of in cubic yards of soil layer material placed.

577-7 Basis of Payment.

Price and payment for reworking shoulders will be full compensation for all of work and materials specified in this Section, including any necessary blading to complete the work.

Price and payment for blading paved shoulders will be full compensation for all work specified in this Section.

Price and payment will be full compensation for all hauling; any re-handling that may be necessary to accomplish the dressing of the shoulders, ditches, slopes, and final disposal of excess material.

Payment will be made under the items specified in the Bid Price Proposal.

5.0 SUPPLEMENTAL CONDITIONS

WORK SCHEDULES AND OVERTIME

The Contractor shall attend a Pre-Construction meeting. The Contractor shall submit, for approval, a work schedule detailing the work and estimated duration of work to be completed.

Any modification to the schedule for the work shall be submitted, in writing, to the County's Project Manager.

No work shall be done between the hours of 3:30 P.M. and 7:00 A.M., nor on Saturday, Sunday, or legal holidays observed by St. Lucie County, in any case without the written approval or permission of the Project Manager. The normal work shift for County Inspectors shall begin at 7:00 A.M. and end at 3:30 P.M. Monday through Friday. Any work performed before or after the normal work shift, or on Saturday, Sunday, or legal holidays shall be considered overtime and shall be paid for by the Contractor. If permission is obtained from the County's Project Manager to work between 3:30 P.M. and 7:00 A.M., the Contractor shall bear all expenses for inspection. Such overtime inspection expenses will be recovered by deductions from periodic partial payments.

The Contractor will be issued a Work Document identifying the location, description, and amount of work to be performed. The Contractor shall provide a written cost estimate and proposed schedule for the work at the specified job location within 5 calendar days of receipt of the written Work Document. The Work Document, Cost Estimate and schedule will define the PROJECT. Any PROJECT that has a cost estimate totaling \$100,000 or more shall require a performance bond. The County shall pay the actual cost for the surety bond with no markup or personnel time. The Contractor will be issued a written Notice to Proceed detailing the agreed upon schedule and cost. The Contractor shall provide service in accordance with the approved work schedule. After commencing work, the work shall continue without any interruptions until completion.

The Contractor must give the Project Manager a minimum of twenty-four (24) hours written notice of any maintenance operation, listing the date, time, and specific location of the work to be performed. Should the Contractor fail to give such notice, and a County Representative not be present at the site during maintenance operations, **NO** payment will be made for the work until and unless the Contractor can produce proof, to the Project Manager's satisfaction, of the amount of material claimed to have been placed and acceptable installation. Any such claim shall be made, in writing, within fourteen (14) calendar days of the placement of the material. Any such claim made after fourteen (14) calendar days will not be allowed and no payment will be made for the disputed material under the claim.

SCHEDULING OF WORK – The Contractor shall supply a work schedule to be approved by the Project Manager. The County shall review and approve the schedule submitted and reserves the right to demand reasonable changes or adjustments or to reject the entire proposed schedule. Projects that do not start within 7 calendar days of the agreed upon scheduled date shall be assessed liquidated damages of 2% of the value of the cost estimate for the Project or a minimum of \$100.00, whichever is greater, per calendar day in addition to any liquidated damages incurred for not completing the project on time.

The Contractor shall make every effort to stay on schedule and shall complete all routine work during the scheduled calendar week and within approved scheduled time. Failure to complete the project within the approved scheduled days shall result in liquidated damages being applied to the project invoice of 2% or the value of the cost estimate for the PROJECT or \$100.00, whichever is greater, per calendar day. Time extensions may be granted for extenuating circumstances, at the sole discretion of the County. A rain day, upon request, shall be granted for each day rain exceeds 1" and an additional day for each additional 1" of rain. Rainfall will be

determined by the nearest South Florida Water Management District gauges at www.sfwmd.gov/weather-radar/rainfall-historical/daily.

The Project Manager will determine if work not done on schedule constitutes a deficiency.

CONSTRUCTION SITE SIGNAGE

The Contractor shall comply with the requirements of the Manual on Traffic Control Devices, U.S. Department of Transportation, and Federal Highway Administration. These requirements include, but are not limited to, advanced and construction zone signage, flagging operations and methods, lane closures, etc. It shall be the responsibility of the Contractor to insure all necessary and required signs are in place prior to starting the operations, maintained during the operations, and removed at the completion of the operations.

TRAFFIC FLOW

The Contractor shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as established in FDOT standard indexes 600-651. The Contractor will not be allowed to block pedestrian walkways, park benches, or impede the flow vehicular traffic in any manner.

The general safety of the work area shall be the responsibility of the Contractor. Securing the work area each day shall include ensuring a maximum pavement drop-off of 1 inch and the absence of dangerous or loose material posing a hazard to pedestrian or vehicular traffic.

CONTRACTOR RESPONSIBILITIES

The Contractor certifies, by submission of his bid, that the Contractor will perform the services agreed upon in a timely and professional manner in accordance with currently accepted professional standards.

All construction shall be in compliance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, any supplements thereto, and the specifications included in this contract.

UNSATISFACTORY WORK

The Contractor shall correct unsatisfactory work within twenty-four (24) hours of notification by the County.

PROTECTION OF PROPERTY

At all times, the Contractor shall guard from damage or loss to property of the County, and shall replace or repair any loss or damage unless such damage is caused by the County or other contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the Contractor or the Contractor's agents.

DAMAGE TO COUNTY PROPERTY

Care is to be taken at all times to prevent damage to facilities or structures on site, both public and private, including but not limited to, signage, lighting, benches, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage is to be reported

immediately to the County. Damage attributed to the Contractor or their agents due to wrongful or negligent acts will be repaired and deducted from payment due to the Contractor.

REGULATIONS

The Contractor shall conform to all Federal, State and County regulations during the performance of the agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the agreement.

CONTRACTOR EXPERIENCE

The Contractor shall have a minimum of three years' experience in the installation or maintenance of Drainage systems, fencing, roadways, and/ or guardrail based on the groups for which the Contractor is submitting bids.

PROJECT MANAGER

The Contractor shall keep during the term of this Contract a competent Project Manager and any necessary assistants, all of which shall be satisfactory to the Owner's Project Manager. The Contractor, as soon as practicable after the award of the Contract, but prior to the issuance of the Notice-to-Proceed, shall furnish in writing to the Owner's Project Manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's contact information. The Owner's Project Manager may reply within fourteen (14) days to the Contractor in writing stating whether he/she has objection to the proposed Project Manager or requires additional time for review. The failure of the Owner's Project Manager to make objection to the Contractor's Project Manager within the fourteen days (14) of receipt shall constitute an acceptance of such Project Manager.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in the Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work.

The Contractor shall not use a Project Manager to whom the Owner has made reasonable and timely objection. The Contractor shall not change their Project Manager without the Owner's consent.

The Owner's Project Manager shall be able to reach the Contractor's Project Manager at their cell phone/direct connect number at all hours (24/7). The Contractor shall give sufficient superintendence to the work using his best skill and attention.

At any time, the Owner's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the Owner

ATTACHMENT A
EQUIPMENT LIST

Bidders must include a list of all equipment either owned or leased by the bidder that will be utilized for the services listed in this bid document.

1. _____ : Own _____ Leased: _____
2. _____ : Own _____ Leased: _____
3. _____ : Own _____ Leased: _____
4. _____ : Own _____ Leased: _____
5. _____ : Own _____ Leased: _____
6. _____ : Own _____ Leased: _____
7. _____ : Own _____ Leased: _____
8. _____ : Own _____ Leased: _____
9. _____ : Own _____ Leased: _____
10. _____ : Own _____ Leased: _____
11. _____ : Own _____ Leased: _____
12. _____ : Own _____ Leased: _____
13. _____ : Own _____ Leased: _____
14. _____ : Own _____ Leased: _____
15. _____ : Own _____ Leased: _____
16. _____ : Own _____ Leased: _____
17. _____ : Own _____ Leased: _____
18. _____ : Own _____ Leased: _____
19. _____ : Own _____ Leased: _____
20. _____ : Own _____ Leased: _____
21. _____ : Own _____ Leased: _____
22. _____ : Own _____ Leased: _____
23. _____ : Own _____ Leased: _____
24. _____ : Own _____ Leased: _____
25. _____ : Own _____ Leased: _____
26. _____ : Own _____ Leased: _____
27. _____ : Own _____ Leased: _____
28. _____ : Own _____ Leased: _____
29. _____ : Own _____ Leased: _____
30. _____ : Own _____ Leased: _____

Company name: _____

****Completed Form must be submitted with bid proposal****

ATTACHMENT B

REFERENCES

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing, or has furnished, similar services.

Company/Gov Name:	
Address:	
Contact Person/ Job Title:	
Telephone Number:	
E-mail Address:	
Company/Gov Name:	
Address:	
Contact Person/ Job Title:	
Telephone Number:	
E-mail Address:	
Company/Gov Name:	
Address:	
Contact Person/ Job Title:	
Telephone Number:	
E-mail Address:	

This form must be completed and returned with bid submittal.

ATTACHMENT C

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 20-085

Guardrail Maintenance & Installation

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

2. Number of years as a Contractor in this type of work: _____

3. Names and titles of all officers, partners or individuals doing business under trade name:

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

6. What is the last contract of this nature that you have completed?

7. Have you ever failed to complete work awarded to you? If so, when, where and why?

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

9. List three SIGNIFICANT CONTRACTS completed within the past five years.

10. List ALL CURRENT CONTRACTS.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

ATTACHMENT D

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of bidder or contractor) is: _____

2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not

limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:



****This form must be filled out, notarized and submitted with bid proposal. ****



ADDENDUM No. 1

**Bid No. 21-085
Guardrail Maintenance and Installation**

October 8, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Guardrail Maintenance & Installation expenditures for 2020 and 2021

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

P2120365

P2121364-1

DATE	VENDOR	DESCRIPTION	INVOICE NUMBER	INVOICE (-) AMOUNT	CREDIT (+) AMOUNT	AMT PLACED BACK IN ACCT	BALANCE
10/1/2020	STARTING BALANCE						\$1,000,000.00
1/6/2021	Southeast Guardrial	Guardrail for Orange Avenue	3103	\$656,467.25			\$343,532.75
3/11/2021	Southeast Guardrial	Guardrail for Orange Avenue	3193N	\$166,180.63			\$177,352.12
3/11/2021	Southeast Guardrial	Guardrail for Orange Avenue	3299	\$71,981.25			\$105,370.87
4/7/2021	Change Order	Increase PO	CO1		\$152,000.00		\$257,370.87
5/28/2021	Southeast Guardrial	Guardrail for Orange Avenue	3452 A	\$81,610.65			\$175,760.22
6/9/2021	Southeast Guardrial	Guardrail for Orange Avenue	3567	\$46,640.00			\$129,120.22
6/9/2021	Southeast Guardrial	Guardrail for Orange Avenue	3568	\$104,724.38			\$24,395.84
8/23/2021	Southeast Guardrial	Guardrail for Orange Avenue	3801	\$6,000.00			\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
							\$18,395.84
TOTALS				\$1,133,604.16	\$152,000.00	\$0.00	\$18,395.84

ROAD & BRIDGE DIVISION BUDGET 2019-2020
SOUTHEAST HIGHWAY GUARDRAIL ATTENUATORS
P2020097-1

DATE	VENDOR	DESCRIPTION	INVOICE NUMBER	INVOICE (-) AMOUNT	CREDIT (+) AMOUNT	AMT PLACED BACK IN ACCT	BALANCE
10/1/2019	STARTING BALANCE						\$80,000.00
10/7/2019	Change Order	Decrease PO	CO1			\$20,000.00	\$60,000.00
10/29/2019	Southeast Highway	Sunrise Blvd 71742	2045	\$3,150.00			\$56,850.00
10/29/2019	Southeast Highway	Sunrise Blvd #2 71742	2044	\$3,147.50			\$53,702.50
10/30/2019	Southeast Highway	4601 Sunrise Blvd #2 71786	2043	\$6,573.75			\$47,128.75
1/2/2020	Southeast Highway	4101 South 25th Handrail 71935	2138	\$450.00			\$46,678.75
1/2/2020	Southeast Highway	Cortez Blvd 71849	2139	\$6,000.00			\$40,678.75
3/20/2020	Southeast Highway	Sunrise Blvd 72617	2341	\$112.50			\$40,566.25
3/20/2020	Southeast Highway	Sunrise Blvd 72816	2342	\$4,150.00			\$36,416.25
3/20/2020	Southeast Highway	Midway Road 72961	2343	\$4,150.00			\$32,266.25
3/20/2020	Southeast Highway	Midway Road 73359	2346	\$1,967.50			\$30,298.75
3/20/2020	Southeast Highway	Carlton Road 73060	2356	\$1,030.63			\$29,268.12
7/6/2020	Southeast Highway	4000 Sunrise Blvd 73625	2594	\$325.00			\$28,943.12
6/25/2020	Southeast Highway	N 53rd @ Angle Road 73248	2585	\$3,812.50			\$25,130.62
7/6/2020	Southeast Highway	Midway 73541	2595	\$740.00			\$24,390.62
7/16/2020	Southeast Highway	Orange Ave 74330	2630	\$4,150.00			\$20,240.62
8/27/2020	Southeast Highway	Handrail S 25th S. Of Midway	2755	\$600.00			\$19,640.62
9/2/2020	Southeast Highway	Handrail 3306 S 25th 72118	2781	\$3,750.00			\$15,890.62
9/2/2020	Southeast Highway	Johnston Road Guardrail 73086	2825	\$1,721.25			\$14,169.37
9/25/2020	Southeast Highway	C-24 Canal Rd Guardrail 70856	2824	\$1,100.00			\$13,069.37
9/30/2020	Southeast Highway	Grady & N51st Street 74948	2834	\$436.88			\$12,632.49
9/30/2020	Southeast Highway	Sunrise 75021	2839	\$4,150.00		\$8,482.49	\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
TOTALS				\$51,517.51	\$0.00	\$28,482.49	\$0.00

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

BID No. 21-085
Guardrail Maintenance and Installation

October 20, 2021 @ 3:00 PM

Florida Roadway Guardrail & Signs, Inc.	Southeast Highway Guardrail and Attenuators, LLC
Lake Park, FL	West Palm Beach, FL

ITEM NUMBER	DESCRIPTION	UNIT MEASURE	UNIT PRICE	UNIT PRICE
101-1A	MOBILIZATION - WORK ORDER TOTAL \$0.00 - \$50,000	LS	\$100.00	\$0.01
101-1B	MOBILIZATION - WORK ORDER TOTAL \$50,001 - \$100,000	LS	\$1,500.00	\$0.01
101-1C	MOBILIZATION - WORK ORDER TOTAL \$100,001 - \$500,000	LS	\$2,500.00	\$0.01
101-1D	MOBILIZATION - WORK ORDER TOTAL OVER \$500,000	LS	\$2,500.00	\$0.01
101-1E	MOBILIZATION - EMERGENCY RESPONSE	LS	\$250.00	\$1.00
102-1A	STANDARD FDOT 600 SERIES MOT FOR LANE CLOSURE	DA	\$600.00	\$300.00
104-13-1	SILT FENCE TYPE III	LF	\$5.50	\$1.50
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	\$16.00	\$50.00
110-7-1A	MAILBOX (REMOVE & REPLACE)	EA	\$150.00	\$50.00
120-1	REGULAR EXCAVATION	CY	\$7.50	\$5.00
120-6	EMBANKMENT	CY	\$8.00	\$8.00
210-2	LIMEROCK OR EQUIVALENT (NEW MATERIAL FOR BASE)	CY	\$16.00	\$1.00
334-1-131A	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, SP 9.5), 1"	SY	\$11.00	\$10.00
334-1-134A	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, SP 12.5), 2"	SY	\$22.00	\$20.00
570-1	PERFORMANCE TURF	SY	\$3.00	\$2.50
339-2	ASPHALTIC CONCRETE (COLD PATCH)	TN	\$200.00	\$200.00
570-9-1	WATER FOR GRASS & PLANTS	MG	\$0.25	\$2.50
577-70	SHOULDER REWORK	SY	\$2.45	\$3.00
110-2	CLEARING & GRUBBING (GUARDRAIL INSTALLATION)	SY	\$5.50	\$2.50
339-1	MISCELLANEOUS ASPHALTIC CONCRETE	TN	\$210.00	\$200.00
400-1-15	CONCRETE (CLASS I) (MISCELLANEOUS)	CY	\$700.00	\$150.00
515-1-242	PIPE HANDRAIL, ALUMINUM, 42" (F&I)	LF	\$65.00	\$42.00
515-1-254	PIPE HANDRAIL, ALUMINUM, 54" (F&I)	LF	\$78.00	\$75.00
536-1-000	GUARDRAIL ASSEMBLY, W-BEAM, LOW SPEED, TL-2 (NEW)	LF	\$21.00	\$17.00
536-1-001	GUARDRAIL ASSEMBLY, W-BEAM, GENERAL, TL-3 (NEW)	LF	\$29.00	\$35.00
536-1-003	GUARDRAIL ASSEMBLY, W-BEAM, DOUBLE FACE (NEW)	LF	\$39.50	\$32.00
536-3-015	END ANCHORAGE ASSEMBLY TYPE II (REPLACE) (F & I)	EA	\$1,250.00	\$1,200.00
536-3-303	END ANCHORAGE ASSEMBLY CRT (REPLACE) (F&I)	EA	\$2,000.00	\$1,900.00
536-3-045	END ANCHORAGE ASSEMBLY MELT (REPLACE) (F&I)	EA	n/a	\$0.01
536-3-055	END ANCHORAGE ASSEMBLY ET-2000 (REPLACE) (F&I)	EA	n/a	\$0.01
536-3-065	END ANCHORAGE ASSEMBLY BRIDGE (REPLACE) (F&I)	EA	\$3,000.00	\$1,500.00
536-3-075	END ANCHORAGE ASSEMBLY BARRIER (REPLACE) (F&I)	EA	\$3,000.00	\$1,500.00
536-3-095	END ANCHORAGE ASSEMBLY BEST (REPLACE) (F&I)	EA	n/a	\$0.01
536-3-100	GUARDRAIL REALIGNMENT (REMOVE & REPLACE)	LF	\$12.00	\$8.00
536-3-125	END ANCHORAGE ASSEMBLY LET (REPLACE) (F&I)	EA	n/a	\$0.01
536-3-135	END ANCHORAGE ASSEMBLY SKT-350 (REPLACE) (F&I)	EA	\$3,100.00	\$1,500.00
536-3-141	GUARDRAIL, STANDARD PANEL (SHOP BENT) (REPLACE) (F&I)	LF	\$17.00	\$18.00
536-3-142	GUARDRAIL STANDARD PANEL (REPLACE) (F & I)	LF	\$15.00	\$16.00
536-3-145	END ANCHORAGE ASSEMBLY CRT (REPLACE) (F&I)	EA	\$2,000.00	\$1,900.00
536-3-155	END ANCHORAGE ASSEMBLY REGENT (REPLACE) (F&I)	EA	n/a	\$0.01
536-3-165	END ANCHOR ASSEMBLY FLEAT-350 (REPLACE) (F&I)	EA	n/a	\$1,500.00
536-3-225	END ANCHORAGE ASSEMBLY FLARED (REPLACE) (F & I)	EA	\$3,100.00	\$2,700.00
536-3-242	GUARDRAIL, THRIE BEAM PANEL (REPLACE) (F & I)	LF	\$25.00	\$24.00
536-3-245	END ANCHORAGE ASSEMBLY PARALLEL (REPLACE) (F & I)	EA	\$3,100.00	\$2,750.00
536-3-540	GUARDRAIL (PIPE RAIL) (REPLACE)	LF	\$15.00	\$16.00
536-3-642	GUARDRAIL DOUBLE FACE (REPLACE)	LF	\$40.00	\$1.00
536-5-001	RUB RAIL FOR GUARDRAIL, SINGLE SIDED RUB RAIL (F&I)	LF	\$12.00	\$1.00

536-5-002	RUB RAIL FOR GUARDRAIL, DOUBLE SIDED RUB RAIL (F&I)	LF	\$24.00	\$1.00
536-7-1	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL (F&I)	EA	\$90.00	\$50.00
536-7-2	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT (F&I)	EA	\$230.00	\$175.00
536-7-3	SPECIAL GUARDRAIL POST- ENCASED POST FOR SHALLOW MOUNT (F&I)	EA	\$95.00	\$90.00
536-7-4	SPECIAL GUARDRAIL POST- FRANGIBLE LEAVE-OUT FOR MOUNTING THROUGH CONCRETE SURFACE (F&I)	EA	\$70.00	\$55.00
536-12-604	GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN CONC.)	EA	\$95.00	\$55.00
536-12-605	GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN ASPH.)	EA	\$80.00	\$80.00
536-12-608	GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN ASPH.)	EA	\$80.00	\$80.00
536-12-609	GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN SOIL)	EA	\$80.00	\$80.00
536-15	MISCELLANEOUS GUARDRAIL MAINTENANCE	LF	\$1.00	\$0.50
536-65	END ANCHORAGE ASSEMBLY (REMOVE)	EA	\$50.00	\$0.01
536-73	GUARDRAIL ASSEMBLY (REMOVE)	LF	\$2.50	\$2.50
536-85-20	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE (F&I) (NEW)	EA	\$1,800.00	\$1,500.00
536-85-24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL (F&I) (NEW)	EA	\$3,100.00	\$2,750.00
536-85-26	GUARDRAIL END TREATMENT- TYPE CRT (F&I) (NEW)	EA	\$2,100.00	\$1,900.00
536-85-27	GUARDRAIL END TREATMENT- DOUBLE FACE APPROACH TERMINAL (F&I) (NEW)	EA	\$12,000.00	\$1.00
536-85-29	GUARDRAIL END TREATMENT- DOUBLE FACE TRAILING ANCHORAGE (F&I) (NEW)	EA	\$4,000.00	\$1.00
538-1	GUARDRAIL RESET	LF	\$10.00	\$9.00

NUMBER OF COMPANIES NOTIFIED:

79

NUMBER OF BID DOCUMENTS DISTRIBUTED:

12

NUMBER OF BIDS RECEIVED:

2

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Town Manager
SUBJECT: Resolution No. 2023-15 appointment to Planning Zoning Board

Background:

Mr. Todd McLendon is being nominated as regular voting member of the Planning and Zoning Board replacing Mr. William Bell.

Recommendations:

Staff recommends that Town Council approves Resolution No. 2023-15 appointing Mr. Todd McLendon to the Planning and Zoning Board.

RESOLUTION NO. 2023-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING TODD MCLENDON AS REGULAR MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, regular and alternate members of the Planning and Zoning Board are appointed pursuant to Ordinance 2011-011, which was amended by Ordinance 2012-02, to allow alternate members of the Planning and Zoning Board to participate in any matter coming before the Board at a meeting at which the alternate member attends, and by Ordinance 2015-02, which was amended by Ordinance 2020-01 to amend the terms of regular members of the Planning and Zoning Board to be one (1) year terms; and,

WHEREAS, the Town Council finds it in the best interest to appoint members of the Planning and Zoning Board for terms of one (1) year, and to make such appointments for the upcoming year at this time and to appoint the alternate members in a separate resolution.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to amend its Code of Ordinances regarding the Planning and Zoning Board as it relates to board composition and determination of absences.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as regular members of the Town's Planning and Zoning Board for a term of one (1) year:

Margaret Herzog, Councilmember

Todd McLendon

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.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
MARGARET HERZOG, COUNCILMEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

Phillis Maniglia, Council Member

Marianne Miles, Council Member

Office of the Town Attorney

Margaret Herzog, Council Member



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. 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 is public records and is 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.)

_____ Finance Audit and Advisory X Planning Zoning Board/Local
Committee (FAAC) Planning Agency/Unified Land
Development Committee
(PZB/LPA/ULDC)

_____ Roadway, Equestrian Trails, Greenway _____ Other Board/Committee
Advisory Committee

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

Are you a resident of Loxahatchee Groves? Yes X No _____

Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? Yes X No _____

Are you currently serving on a Town Board? Yes X No _____

Have you ever served on a Town Board/Committee? Yes X No _____

If so, please indicate the Board(s)/Committee(s)? ULDC & Charter review committee Date of Service: _____

Are you willing to attend monthly board meetings? In Person / Telecom Yes X No _____

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

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 15 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, ULDC and charter review committee.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

The Town Council shall appoint a candidate to serve on each committee which will go before Town Council for final approval.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

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



Signature of Applicant

2/1/2023

Date

☐ Resume Attached.

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4.

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: February 7, 2023
SUBJECT: Fiscal Year 2023 1st Quarter Financial Reports; Balance Sheets and Budget to Actual Revenue and Expenditures

Background:

Attached is the Fiscal Year 2023 1st Quarter Financial Reports including Balance Sheets and Budget to Actual Revenue and Expenditures for all funds.

Recommendation:

Receive and File

Town of Loxahatchee

Balance Sheet

At December 31, 2022

12/31/2022 Decem

001 - General Fund

Assets

001-00-00-223-10900	Cost Recovery A/R Reclass	\$268,221
001-00-10-101-10000	BU Pooled Cash	\$6,918,354
001-00-10-101-10010	Cash in Bank	\$412,644
001-00-11-101-10150	Accts REC	\$2,311
001-00-11-116-10150	Accts REC-Franchise and Utility	\$101,219
001-00-13-131-13101	Due To/ Due From Transportation Fund	(\$97,073)
001-00-13-131-13103	Due to / Due from L.O.S.T Fund	(\$75,819)
001-00-13-131-13105	Due to/Due from WCD	(\$2,438,216)
001-00-13-131-13135	Due To/ Due From Capital Improvment Fund	(\$366,097)
001-00-13-131-13140	Due To/Due From Solid Waste Fund	(\$553,158)
001-00-13-133-11530	Due From Other Governmets	\$45,639
001-00-15-151-15100	Investment in FMIVT	\$139,423

Total Assets

\$4,357,446

Liabilities and Fund Balance

Liabilities

001-00-11-233-20230	Cost Recovery	\$121,903
001-00-11-233-20240	Tree Mitigation	(\$540)
001-00-20-202-20000	Accounts Payable	\$14,150
001-00-20-202-20050	Due to Other Governments	\$43,029
001-00-20-252-20020	FRS/Town Manger Investment Payable	\$36,519

Total Liabilities

\$215,061

Fund Balance

001-00-20-223-22300	Deferred Revenue-BTR	\$21,380
001-00-20-223-22305	Unavailable Grant Revenue	\$1,799,567
001-00-28-284-28400	Fund Balance	\$2,321,438

Total Fund Balance

\$4,142,385

Total Liabilities and Fund Balance

\$4,357,446

Town of Loxahatchee

Balance Sheet

At December 31, 2022

12/31/2022 Decem

101 - Transporation Fund

Assets

101-00-10-101-10000	BU Pooled Cash	\$954,985
101-00-10-101-10010	Cash In Bank	\$260,435
101-00-13-131-13001	Due To/Due From General Fund	\$97,073
101-00-13-131-13105	Due to/Due from WCD	(\$277,000)
101-00-13-131-13135	Due To/From C.I.P. Fund	(\$126,900)
101-00-13-133-11530	Due from Other Government	\$32,841

Total Assets		<u>\$941,434</u>
---------------------	--	-------------------------

Liabilities and Fund Balance

Fund Balance

101-00-28-281-27005	5cent-Fund Balance	\$255,015
101-00-28-281-27006	6cent-Fund Balance	\$255,548
101-00-28-284-28400	Fund Balance	\$430,871

Total Fund Balance		<u>\$941,434</u>
---------------------------	--	-------------------------

Total Liabilities and Fund Balance		<u>\$941,434</u>
---	--	-------------------------

Town of Loxahatchee

Balance Sheet

At December 31, 2022

		<u>12/31/2022 Decem</u>
103 - Local Option Sales Tax (L.O.S.T) Fund		
Assets		
103-00-10-101-10000	BU Pooled Cash	\$524,276
103-00-10-101-10010	Cash In Bank	\$76,095
103-00-13-131-13001	Due To/Due From General Fund	\$75,819
103-00-13-131-13135	Due To/From C.I.P. Fund	(\$266,200)
103-00-13-133-11530	Due from Other Government	\$20,572
103-00-15-151-15100	Investment in FMIVT	\$822,429
Total Assets		<u>\$1,252,990</u>
Liabilities and Fund Balance		
Fund Balance		
103-00-28-284-28400	Fund Balance	\$1,252,990
Total Fund Balance		<u>\$1,252,990</u>
Total Liabilities and Fund Balance		<u>\$1,252,990</u>

Town of Loxahatchee

Balance Sheet

At December 31, 2022

12/31/2022 Decem

105 - Water Control District

Assets

105-00-10-101-10000	BU Pooled Cash	(\$399,614)
105-00-10-101-10010	Cash In Bank	(\$21,133)
105-00-10-101-10011	Cash in Hand	\$300
105-00-11-101-10150	Accts REC	\$159,210
105-00-13-131-13001	Due To/From General Fund	\$2,438,216
105-00-13-131-13101	Due To/From Transportation	\$277,000
105-00-13-131-13135	Due To/From C.I.P. Fund	\$185,331
105-00-15-151-15110	Investment in SBA	\$343
105-00-15-151-15130	Investment in Bank United (Project)	\$68
105-00-15-151-15140	Investment in Bank United (NPF)	\$26

Total Assets		\$2,639,746
---------------------	--	--------------------

Liabilities and Fund Balance

Liabilities

105-00-20-202-20000	Accounts Payable	\$111,676
---------------------	------------------	-----------

Total Liabilities		\$111,676
--------------------------	--	------------------

Fund Balance

105-00-25-251-25100	Prior Period Adj. To Beginning Retained Earnings	\$38,240
105-00-28-281-28100	Fund Balance - Restricted (Debit Service)	\$103,927
105-00-28-281-28150	Fund Balance - Restricted (Roads)	\$367,516
105-00-28-284-28400	Fund Balance (Current Year)	\$1,780,451
105-00-28-284-28410	Fund Balance (Prior Year)	\$285,789

Total Fund Balance		\$2,575,923
---------------------------	--	--------------------

Total Liabilities and Fund Balance		\$2,687,599
---	--	--------------------

Town of Loxahatchee

Balance Sheet

At December 31, 2022

12/31/2022 Decem

305 - Capital Improvement Project (C.I.P) Fund

Assets

305-00-10-101-10000	BU Pooled Cash	(\$3,150,176)
305-00-10-101-10010	Cash In Bank	\$432,519
305-00-13-131-13001	Due To/ Due From General Fund	\$366,097
305-00-13-131-13101	Due To/From Transportation	\$126,900
305-00-13-131-13103	Due to / Due from L.O.S.T Fund	\$266,200
305-00-13-131-13105	Due to/Due from WCD	(\$185,331)

Total Assets		<u>(\$2,143,792)</u>
---------------------	--	-----------------------------

Liabilities and Fund Balance

Liabilities

305-00-20-202-20000	Accounts Payable	\$92,768
---------------------	------------------	----------

Total Liabilities		<u>\$92,768</u>
--------------------------	--	------------------------

Fund Balance

305-00-28-284-28400	Fund Balance	(\$2,236,559)
---------------------	--------------	---------------

Total Fund Balance		<u>(\$2,236,559)</u>
---------------------------	--	-----------------------------

Total Liabilities and Fund Balance		<u>(\$2,143,792)</u>
---	--	-----------------------------

Town of Loxahatchee

Balance Sheet

At December 31, 2022

12/31/2022 Decem

405 - Solid Waste

Assets

405-00-10-101-10000	BU Pooled Cash	\$56,773
405-00-10-101-10010	Cash In Bank	\$22,680
405-00-13-131-13001	Due To/ Due From General Fund	\$553,158

Total Assets		<u>\$632,612</u>
---------------------	--	-------------------------

Liabilities and Fund Balance

Liabilities

405-00-20-202-20000	Accounts Payable	\$99,917
---------------------	------------------	----------

Total Liabilities		<u>\$99,917</u>
--------------------------	--	------------------------

Fund Balance

405-00-28-284-28400	Fund Balance	\$532,695
---------------------	--------------	-----------

Total Fund Balance		<u>\$532,695</u>
---------------------------	--	-------------------------

Total Liabilities and Fund Balance		<u>\$632,612</u>
---	--	-------------------------

Town of Loxahatchee Groves

Budget to Actual

October 1, 2022, through December 31, 2022

		YTD	October	November	December	Encumbrance	Budgeted	Balance	% Used
001 - General Fund									
REVENUES									
001-01-31-311-31000	Ad Valorem Taxes	\$944,731.36	\$0.00	\$348,107.22	\$596,624.14	\$0.00	\$1,264,990.00	\$320,258.64	74.68%
001-01-31-314-31410	Electric Utility Tax	\$102,268.16	\$37,582.81	\$33,169.36	\$31,515.99	\$0.00	\$365,000.00	\$262,731.84	28.02%
001-01-31-314-31480	Utility Service Tax- Propane	\$3,012.68	\$970.70	\$548.72	\$704.66	\$0.00	\$0.00	(\$3,012.68)	NA
001-01-31-315-31500	Communication Services	\$23,161.61	\$7,761.07	\$7,784.97	\$7,615.57	\$0.00	\$100,000.00	\$76,838.39	23.16%
001-01-31-316-31600	Local Business Tax	\$26,887.65	\$22,801.36	\$1,472.62	\$2,338.67	\$0.00	\$70,000.00	\$43,112.35	38.41%
001-01-32-323-32310	FPL Franchise Fee	\$96,225.45	\$33,635.79	\$33,927.96	\$28,661.70	\$0.00	\$280,000.00	\$183,774.55	34.37%
001-01-32-323-32330	PBC Water Utility Franchise	\$7,053.72	\$2,121.15	\$2,358.40	\$2,574.17	\$0.00	\$17,000.00	\$9,946.28	41.49%
001-01-32-323-32360	PBC Sewer Utility Franchise	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00	0.00%
001-01-32-323-32370	Solid Waste Franchise	\$51,166.08	\$15,552.19	\$16,221.00	\$19,392.89	\$0.00	\$175,000.00	\$123,833.92	29.24%
001-01-32-323-32390	Hauler's Franchise Fee	\$4,085.00	\$4,085.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$1,415.00	74.27%
001-01-32-329-32900	Building Permits	\$25,095.97	\$3,524.78	\$16,370.89	\$5,200.30	\$0.00	\$185,000.00	\$159,904.03	13.57%
001-01-32-329-32901	Other Permits	\$47,071.09	\$22,315.75	\$14,181.09	\$7,068.00	\$0.00	\$40,000.00	(\$7,071.09)	117.68%
001-01-32-341-34135	Administrative Charge Dependent District	\$172,500.00	\$172,500.00	\$0.00	\$0.00	\$0.00	\$172,500.00	\$0.00	100.00%
001-01-33-335-35120	Municipal Revenue Sharing	\$20,582.30	\$6,860.77	\$6,860.76	\$6,860.77	\$0.00	\$83,000.00	\$62,417.70	24.80%
001-01-33-335-35150	Alcoholic Beverage License Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100.00	\$3,100.00	0.00%
001-01-33-335-35180	Half Cent Sales Tax	\$80,929.93	\$26,678.09	\$26,058.18	\$28,193.66	\$0.00	\$293,000.00	\$212,070.07	27.62%
001-01-34-341-34000	General Government Charges	\$5,722.33	\$924.12	\$299.78	\$4,162.24	\$0.00	\$7,000.00	\$1,277.67	81.75%
001-01-34-341-34190	Cost Recovery Fees	\$38,371.49	\$28,737.74	\$4,250.00	\$2,900.00	\$0.00	\$186,000.00	\$147,628.51	20.63%
001-01-35-351-35150	Court Fines	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
001-01-35-354-35400	Code Enforcement Fines	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	0.00%
001-01-36-361-36110	Interest	\$1,147.15	\$284.61	\$399.36	\$463.18	\$0.00	\$1,000.00	(\$147.15)	114.72%
001-01-36-366-36991	Contributions & Donations - Private Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-01-36-369-36990	Other Miscellaneous Revenue	\$12,576.06	(\$10,858.39)	\$22,647.60	\$786.85	\$0.00	\$11,575.00	(\$1,001.06)	108.65%
001-14-36-361-36110	Interest for FMIVT	\$1,193.82	(\$145.58)	\$444.26	\$581.32	\$0.00	\$1,000.00	(\$193.82)	119.38%
Total Revenues		\$1,663,781.85	\$375,331.96	\$535,102.17	\$745,644.11	\$0.00	\$3,299,665.00	\$1,635,883.15	50.42%
EXPENSES									
001-10-51-511-54000	Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,300.00	\$6,300.00	0.00%
001-10-51-511-54100	Communication Services	\$5,782.46	\$0.00	\$3,000.00	\$2,782.46	(\$999.96)	\$15,000.00	\$9,217.54	38.55%
001-10-51-511-55400	Books, Publications, Subscriptions	\$3,310.99	\$1,587.99	\$1,623.00	\$100.00	\$0.00	\$4,200.00	\$889.01	78.83%
001-10-51-511-58200	Special Events/ Contrirbutions	\$2,324.35	\$114.00	\$0.00	\$275.00	\$0.00	\$25,000.00	\$22,675.65	9.30%
001-10-51-512-51200	Regular Salaries	\$11,250.00	\$3,750.00	\$3,750.00	\$3,750.00	\$0.00	\$45,000.00	\$33,750.00	25.00%
001-10-51-512-52100	FICA & Medicare Taxes	\$868.20	\$294.40	\$286.90	\$286.90	\$0.00	\$5,000.00	\$4,131.80	17.36%

Town of Loxahatchee Groves
Budget to Actual
October 1, 2022, through December 31, 2022

		YTD	October	November	December	Encumbrance	Budgeted	Balance	% Used
001-12-51-512-51200	Regular Salaries	\$111,176.68	\$19,327.56	\$39,013.37	\$52,835.75	\$0.00	\$450,000.00	\$338,823.32	24.71%
001-12-51-512-51400	Overtime	\$910.12	\$69.13	\$476.13	\$364.86	\$0.00	\$20,000.00	\$19,089.88	4.55%
001-12-51-512-52100	FICA & MedicareTaxes	\$8,165.95	\$1,443.71	\$2,737.22	\$3,985.02	\$0.00	\$35,000.00	\$26,834.05	23.33%
001-12-51-512-52200	Retirement FRS	\$18,498.04	\$4,200.90	\$5,922.64	(\$1,346.49)	\$0.00	\$75,000.00	\$56,501.96	24.66%
001-12-51-512-52300	Health and Life Insurance	\$3,346.51	\$2,415.20	\$859.43	\$71.88	\$0.00	\$47,000.00	\$43,653.49	7.12%
001-12-51-512-52400	Worker's Compensation	\$22,670.50	\$22,670.50	\$0.00	\$0.00	\$0.00	\$5,000.00	(\$17,670.50)	453.41%
001-12-51-512-53400	Other Services	\$1,225.96	\$1,225.96	\$0.00	\$0.00	\$0.00	\$3,300.00	\$2,074.04	37.15%
001-12-51-512-54000	Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00	0.00%
001-12-51-512-54100	Communication Services	\$562.37	\$562.37	\$0.00	\$0.00	\$0.00	\$8,000.00	\$7,437.63	7.03%
001-12-51-512-54200	Postage and Freight	\$77.46	\$77.46	\$0.00	\$0.00	\$0.00	\$3,000.00	\$2,922.54	2.58%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording	\$1,309.69	\$672.41	\$191.09	\$446.19	\$0.00	\$8,000.00	\$6,690.31	16.37%
001-12-51-512-54930	Election Expense	\$483.68	\$0.00	\$175.00	\$308.68	\$0.00	\$20,000.00	\$19,516.32	2.42%
001-12-51-512-54960	Legal Advertising	\$4,720.52	\$4,328.09	\$392.43	\$0.00	\$0.00	\$4,000.00	(\$720.52)	118.01%
001-12-51-512-55100	Office Supplies	\$2,566.12	\$2,317.20	(\$95.98)	\$344.90	\$0.00	\$8,000.00	\$5,433.88	32.08%
001-12-51-512-55400	Books, Publications, Subscriptions	\$224.00	\$149.00	\$0.00	\$75.00	\$0.00	\$6,000.00	\$5,776.00	3.73%
001-12-51-512-55500	Education & Training	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$3,100.00	22.50%
001-14-51-513-53200	Accounting and Auditing	\$2,218.87	\$2,218.87	\$0.00	\$0.00	\$0.00	\$60,000.00	\$57,781.13	3.70%
001-14-51-513-54000	Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.00%
001-14-51-513-54920	Computer Services	\$4,144.20	\$4,144.20	\$0.00	\$0.00	\$0.00	\$30,000.00	\$25,855.80	13.81%
001-14-51-513-55400	Books, Publications, Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
001-14-51-513-55500	Education & Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
001-14-51-514-53110	Professional Service- Payroll Fees	\$1,073.41	\$263.66	\$291.26	\$518.49	\$0.00	\$4,000.00	\$2,926.59	26.84%
001-16-51-514-53100	Professional Services	\$78,997.84	\$29,072.46	\$24,423.38	\$25,502.00	\$174,999.96	\$175,000.00	\$96,002.16	45.14%
001-16-51-514-53101	Litigation	\$31,138.53	\$17,743.85	\$13,394.68	\$0.00	\$0.00	\$50,000.00	\$18,861.47	62.28%
001-20-51-511-55200	Building Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,600.00	\$2,600.00	0.00%
001-20-51-515-53100	Building & Zoning Professional Service	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$166,500.00	\$166,500.00	0.00%
001-20-51-515-53420	Comprehensive Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00	0.00%
001-20-51-515-53450	Planning & Zoning Contract	\$2,362.50	\$2,362.50	\$0.00	\$0.00	\$0.00	\$45,000.00	\$42,637.50	5.25%
001-20-51-515-53451	Planner On Call	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00	0.00%
001-20-51-515-53490	Cost Recovery Expenditure	\$7,549.30	\$10,419.55	\$348.50	(\$3,218.75)	\$0.00	\$151,000.00	\$143,450.70	5.00%
001-20-51-515-54960	Legal Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-22-51-519-53150	Special Magistrate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-22-51-519-53400	Other Services - Code	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.00%
001-22-51-519-53430	Code Compliance	\$35,844.00	\$13,166.50	\$14,457.00	\$8,220.50	\$0.00	\$156,000.00	\$120,156.00	22.98%
001-22-51-519-54100	Communication Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%

Town of Loxahatchee Groves

Budget to Actual

October 1, 2022, through December 31, 2022

		YTD	October	November	December	Encumbrance	Budgeted	Balance	% Used
001-26-52-521-53410	Law Enforcement (PBSO)	\$213,622.00	\$106,811.00	\$53,405.50	\$53,405.50	\$480,649.50	\$641,000.00	\$427,378.00	33.33%
001-32-51-519-53400	Other Services	\$5,007.14	\$1,160.00	\$2,338.76	\$1,383.38	\$11,405.00	\$6,000.00	\$992.86	83.45%
001-32-51-519-54100	Communication Services	\$2,044.78	\$540.29	\$778.54	\$364.98	\$0.00	\$25,000.00	\$22,955.22	8.18%
001-32-51-519-54300	Utilities	\$1,153.27	\$587.22	\$566.05	\$0.00	\$0.00	\$9,000.00	\$7,846.73	12.81%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	\$2,543.93	\$1,029.00	\$986.00	\$893.93	(\$139.01)	\$13,000.00	\$10,456.07	19.57%
001-32-51-519-54500	Insurance	\$59,147.00	\$59,147.00	\$0.00	\$0.00	\$0.00	\$130,000.00	\$70,853.00	45.50%
001-32-51-519-54600	Repair and Maintenance - Building	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00	0.00%
001-32-51-519-54910	Computer Hardware and Software	\$8,853.19	\$3,049.94	\$2,744.87	\$923.50	\$22,083.91	\$25,000.00	\$16,146.81	35.41%
001-32-51-519-54920	Computer Services	\$1,350.00	\$1,350.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$23,650.00	5.40%
001-90-51-519-58700	Loxahatchee Groves - CERT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$2,400.00	0.00%
001-90-58-581-59104	Transfer to Roads and Drainage	\$264,000.00	\$264,000.00	\$0.00	\$0.00	\$0.00	\$264,000.00	\$0.00	100.00%
001-90-58-581-59305	Transfer to C.I.P Fund	\$247,000.00	\$247,000.00	\$0.00	\$0.00	\$0.00	\$247,000.00	\$0.00	100.00%
001-90-58-581-59405	Transfer to Solid Waste Fund	\$135,365.00	\$135,365.00	\$0.00	\$0.00	\$0.00	\$135,365.00	\$0.00	100.00%
Total Expenses		\$1,303,788.56	\$965,536.92	\$172,065.77	\$152,273.68	\$837,999.40	\$3,299,665.00	\$1,995,876.44	39.51%
Revenues Less Expenditures		\$359,993.29	(\$590,204.96)	\$363,036.40	\$593,370.43	(\$837,999.40)	\$0.00		
101 - Transporation Fund									
REVENUES									
101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$66,682.83	\$22,720.98	\$21,069.73	\$22,892.12	\$0.00	\$277,000.00	\$210,317.17	24.07%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	\$30,390.59	\$10,119.91	\$9,930.93	\$10,339.75	\$0.00	\$126,900.00	\$96,509.41	23.95%
Total Revenues		\$97,073.42	\$32,840.89	\$31,000.66	\$33,231.87	\$0.00	\$403,900.00	\$306,826.58	24.03%
EXPENSES									
101-40-58-581-59105	Transfer to Roads and Drainage	\$277,000.00	\$277,000.00	\$0.00	\$0.00	\$0.00	\$277,000.00	\$0.00	100.00%
101-40-58-581-59305	Transfer to C.I.P Fund	\$126,900.00	\$126,900.00	\$0.00	\$0.00	\$0.00	\$126,900.00	\$0.00	100.00%
Total Expenses		\$403,900.00	\$403,900.00	\$0.00	\$0.00	\$0.00	\$403,900.00	\$0.00	100.00%
Revenues Less Expenditures		(\$306,826.58)	(\$371,059.11)	\$31,000.66	\$33,231.87	\$0.00	\$0.00		
105 - Water Control District									
REVENUES									
105-01-32-325-32510	Other Assesments	\$2,557.60	\$2,557.60	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,557.60)	NA
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$1,108,108.48	\$0.00	\$429,072.69	\$679,035.79	\$0.00	\$1,560,300.00	\$452,191.52	71.02%
105-01-32-325-32522	Discount Fees	(\$44,297.02)	\$0.00	(\$17,607.64)	(\$26,689.38)	\$0.00	(\$78,000.00)	(\$33,702.98)	56.79%

Town of Loxahatchee Groves

Budget to Actual

October 1, 2022, through December 31, 2022

		YTD	October	November	December	Encumbrance	Budgeted	Balance	% Used
105-01-32-325-32530	Excess Fees - Maintenance	\$8,367.89	\$0.00	\$8,367.89	\$0.00	\$0.00	\$0.00	(\$8,367.89)	NA
105-01-32-325-36990	Other Assessments - PBCSB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.00%
105-01-33-337-33750	ARPA Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$250,000.00	0.00%
105-01-36-361-36115	Interest (Bank United P)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
105-01-36-364-36400	Sales - Equipment/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
105-01-36-369-36990	Miscellaneous Revenue	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	100.00%
105-01-38-381-38000	Transfer From General Fund	\$264,000.00	\$264,000.00	\$0.00	\$0.00	\$0.00	\$264,000.00	\$0.00	100.00%
105-01-38-381-38111	Contributions from Transportatioin Fund	\$277,000.00	\$277,000.00	\$0.00	\$0.00	\$0.00	\$277,000.00	\$0.00	100.00%
Total Revenues		\$1,635,736.95	\$563,557.60	\$419,832.94	\$652,346.41	\$0.00	\$2,300,800.00	\$665,063.05	71.09%

EXPENSES

105-50-53-538-51200	Regular Salaries	\$100,953.66	\$22,140.64	\$34,457.22	\$44,355.80	\$0.00	\$600,900.00	\$499,946.34	16.80%
105-50-53-538-51400	Overtime	\$6,452.68	\$2,235.05	\$3,557.23	\$660.40	\$0.00	\$20,000.00	\$13,547.32	32.26%
105-50-53-538-51500	Special Pay	\$1,191.92	\$209.00	\$674.92	\$308.00	\$0.00	\$5,000.00	\$3,808.08	23.84%
105-50-53-538-52100	FICA Taxes & Medicare	\$7,720.69	\$1,742.18	\$2,749.50	\$3,229.01	\$0.00	\$45,000.00	\$37,279.31	17.16%
105-50-53-538-52200	Retirement FRS	\$17,326.22	\$3,043.10	\$6,441.99	(\$1,333.24)	\$0.00	\$89,500.00	\$72,173.78	19.36%
105-50-53-538-52300	Health and Life Insurance	\$9,557.63	\$3,906.02	\$3,083.16	\$2,568.45	\$0.00	\$58,000.00	\$48,442.37	16.48%
105-50-53-538-52400	Worker's Compensation	\$22,670.50	\$22,670.50	\$0.00	\$0.00	\$0.00	\$7,000.00	(\$15,670.50)	323.86%
105-50-53-538-53102	Professional Service - Drug Test	\$374.00	\$374.00	\$0.00	\$0.00	\$0.00	\$2,200.00	\$1,826.00	17.00%
105-50-53-538-53105	Professional Service- Land Surveying	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00	0.00%
105-50-53-538-53200	Accounting and Auditing	\$12,218.88	\$2,218.88	\$0.00	\$10,000.00	\$0.00	\$30,000.00	\$17,781.12	40.73%
105-50-53-538-53400	Other Services -	\$10,497.36	\$1,627.30	\$3,287.50	\$5,582.56	\$1,237.42	\$65,000.00	\$54,502.64	16.15%
105-50-53-538-53480	Other Services - PBC Admin Fee	\$10,830.12	\$0.00	\$4,306.66	\$6,523.46	\$0.00	\$24,000.00	\$13,169.88	45.13%
105-50-53-538-54100	Communication Services	\$2,861.49	\$1,861.49	\$1,000.00	\$0.00	\$0.00	\$13,650.00	\$10,788.51	20.96%
105-50-53-538-54300	Utilities Services	\$1,391.96	\$813.93	\$428.03	\$150.00	\$600.00	\$20,000.00	\$18,608.04	6.96%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$119,323.41	\$2,632.50	\$0.00	\$62,253.87	\$0.00	\$250,000.00	\$130,676.59	47.73%
105-50-53-538-54500	Insurance	\$62,095.10	\$62,095.10	\$0.00	\$0.00	\$0.00	\$80,000.00	\$17,904.90	77.62%
105-50-53-538-54680	Repair and Maintenance Svc -	\$26,027.82	\$7,436.07	\$7,776.00	\$8,409.05	\$4,936.00	\$100,000.00	\$73,972.18	26.03%
105-50-53-538-54901	Indirect Cost Allocations	\$172,500.00	\$172,500.00	\$0.00	\$0.00	\$0.00	\$172,500.00	\$0.00	100.00%
105-50-53-538-54910	Computer hardware & Software	\$8,503.37	\$154.99	\$1,615.00	\$6,733.38	(\$1,615.03)	\$5,250.00	(\$3,253.37)	161.97%
105-50-53-538-54980	Other Current Charges - Miscellaneous	\$282.08	\$230.18	\$0.00	\$51.90	\$0.00	\$2,100.00	\$1,817.92	13.43%
105-50-53-538-55100	Office Supplies	\$111.59	\$111.59	\$0.00	\$0.00	\$0.00	\$1,450.00	\$1,338.41	7.70%
105-50-53-538-55210	Fuel	\$5,679.51	\$153.20	\$1,465.63	\$4,060.68	\$0.00	\$45,000.00	\$39,320.49	12.62%
105-50-53-538-55220	Lubricants	\$121.86	\$121.86	\$0.00	\$0.00	\$0.00	\$4,000.00	\$3,878.14	3.05%
105-50-53-538-55400	Books, Publications, Subscriptions	\$15.13	\$15.13	\$0.00	\$0.00	\$0.00	\$2,100.00	\$2,084.87	0.72%

Town of Loxahatchee Groves

Budget to Actual

October 1, 2022, through December 31, 2022

		YTD	October	November	December	Encumbrance	Budgeted	Balance	% Used
105-50-53-538-55500	Training	\$835.00	\$835.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$1,265.00	39.76%
105-50-54-541-54670	Traffic Control Signs	\$1,842.80	\$0.00	\$0.00	\$1,842.80	\$0.00	\$25,000.00	\$23,157.20	7.37%
105-50-54-541-54680	Repair and Maintenance - Machinery	\$16,995.25	\$7,559.40	\$320.46	\$3,821.86	(\$3,320.38)	\$21,000.00	\$4,004.75	80.93%
105-50-54-541-55200	Operating Supplies	\$1,401.07	\$1,496.55	\$0.00	\$48.92	\$0.00	\$40,000.00	\$38,598.93	3.50%
105-50-54-541-55300	Road Materials & Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.00%
105-50-54-541-55310	Road Maintence and Service	\$2,787.23	\$154.88	\$1,511.52	\$1,120.83	\$32,589.94	\$257,300.00	\$254,512.77	1.08%
105-50-54-541-55400	Books, Publications, Subscriptions	\$15.13	\$15.13	\$0.00	\$0.00	\$0.00	\$0.00	(\$15.13)	NA
105-50-54-541-55500	Education & Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.00%
	Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,750.00	\$6,750.00	0
	Total Expenses	\$622,583.46	\$318,353.67	\$72,674.82	\$160,387.73	\$34,427.95	\$2,050,800.00	\$1,428,216.54	30.36%
Revenues Less Expenditures		\$1,013,153.49	\$245,203.93	\$347,158.12	\$491,958.68	(\$34,427.95)	\$250,000.00		

305 - Capital Improvement Project (C.I.P) Fund

REVENUES

305-01-33-337-33750	ARPA Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,538,000.00	\$1,538,000.00	0.00%
305-01-36-366-36991	Contributions & Donations - Private Sources	\$126,459.00	\$0.00	\$126,459.00	\$0.00	\$0.00	\$0.00	(\$126,459.00)	NA
305-01-38-381-38110	Contribution from General Fund	\$247,000.00	\$247,000.00	\$0.00	\$0.00	\$0.00	\$247,000.00	\$0.00	100.00%
305-01-38-381-38111	Contributions from Transportatioin Fund	\$126,900.00	\$126,900.00	\$0.00	\$0.00	\$0.00	\$126,900.00	\$0.00	100.00%
305-01-38-381-38112	Contributions From Surtax Fund	\$266,200.00	\$266,200.00	\$0.00	\$0.00	\$0.00	\$266,200.00	\$0.00	100.00%
	Total Revenues	\$766,559.00	\$640,100.00	\$126,459.00	\$0.00	\$0.00	\$2,178,100.00	\$1,411,541.00	35.19%

EXPENSES

305-60-54-541-56147	Town Road Paving Project	\$0.00	\$0.00	\$0.00	\$0.00	\$1,105,384.50	\$2,178,100.00	\$2,178,100.00	0.00%
305-60-54-541-56150	Culver - Replacement	\$91,413.18	\$0.00	\$90,813.18	\$600.00	\$257,085.52	\$0.00	(\$91,413.18)	NA
305-60-54-541-56151	Culvert Collecting Canal and C	\$92,767.50	\$0.00	\$0.00	\$92,767.50	\$0.00	\$0.00	(\$92,767.50)	NA
	Total Expenses	\$184,180.68	\$0.00	\$90,813.18	\$93,367.50	\$1,362,470.02	\$2,178,100.00	\$1,993,919.32	NA
Revenues Less Expenditures		\$582,378.32	\$640,100.00	\$35,645.82	(\$93,367.50)	(\$1,362,470.02)	\$0.00		

405 - Solid Waste

REVENUES

405-01-32-325-32520	Solid Waste Assessments	\$454,215.37	\$0.00	\$158,501.55	\$280,948.40	\$0.00	\$604,800.00	\$150,584.63	75.10%
405-01-32-325-32522	Discount Fees	(\$17,475.43)	\$0.00	(\$6,396.61)	(\$11,078.82)	\$0.00	(\$30,240.00)	(\$12,764.57)	57.79%

Town of Loxahatchee Groves
Budget to Actual
October 1, 2022, through December 31, 2022

		YTD	October	November	December	Encumbrance	Budgeted	Balance	% Used
405-01-34-343-34300	SWA Recycling Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900.00	\$1,900.00	0.00%
405-01-36-361-36110	Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
405-01-38-381-38110	Contribution from General Fund	\$135,365.00	\$135,365.00	\$0.00	\$0.00	\$0.00	\$135,365.00	\$0.00	100.00%
	Total Revenues	\$572,104.94	\$135,365.00	\$152,104.94	\$269,869.58	\$0.00	\$712,325.00	\$140,220.06	80.32%

EXPENSES

405-70-53-534-53409	Other Sanitation Service	\$2,496.73	\$0.00	\$488.25	\$1,979.48	\$0.00	\$15,000.00	\$12,503.27	16.64%
405-70-53-534-53440	Other Services - Solid Waste Contractor	\$137,826.69	\$3,433.15	\$55,572.80	\$78,820.74	\$593,721.15	\$689,700.00	\$551,873.31	19.98%
405-70-53-534-53480	PBC Admin Fee 1%	\$5,301.08	\$1,120.00	\$1,484.69	\$2,696.39	\$0.00	\$6,050.00	\$748.92	87.62%
405-70-53-534-54200	Postage and Freight	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$1,050.00	0.00%
405-70-53-534-54960	Other Services - Legal Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$525.00	\$525.00	0.00%
	Total Expenses	\$145,624.50	\$4,553.15	\$57,545.74	\$83,496.61	\$593,721.15	\$712,325.00	\$566,700.50	20.44%

Revenues Less Expenditures	\$426,480.44	\$130,811.85	\$94,559.20	\$186,372.97	(\$593,721.15)	\$0.00
-----------------------------------	---------------------	---------------------	--------------------	---------------------	-----------------------	---------------

This Page Is Blank Intentionally

Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Palm Beach Orthopedics Institute Site Plan Application

PREPARED BY: Jim Fleischmann

Agenda Item # 5
February 7, 2023

SUBJECT: Approval of the proposed Loxahatchee Groves Orthopedic Institute Site Plan (Resolution 2023-11).

1. BACKGROUND/HISTORY

History: The Subject Site is located in Pod C of the Groves Town Center MLU/PUD. The proposed Loxahatchee Groves Orthopedic Institute Site Plan, consists of 20,200 sq. ft. of two-story building space; 45.9% of the 44,000 sq. ft. of approved commercial office space in the Groves Town Center MLU/PUD.

The proposed Medical Office/Surgical Center will provide out-patient surgery services and support complimentary Medical Office services. On-site physical therapy will be integrated into the use so that the facility provides a one-stop location for a multitude of cross-treatment medical services. The Surgery Center will operate up to 6 days a week with no overnight patient stays

Issue Statement: The Applicant has requested approval of proposed Site Plan (Loxahatchee Groves Orthopedic Institute) within the Groves Town Center MLU/PUD.

Issue Resolution: The Town Council should consider approval, approval with conditions, or denial of Resolution 2022-92, the subject of which is the Loxahatchee Groves Orthopedic Institute Site Plan.

2. CURRENT ACTIVITY

The Planning and Zoning Board (PZB) recommended approval of the Loxahatchee Groves Orthopedic Institute Site Plan Application at its December 15, 2022 meeting by a 3 – 0 vote.

Based upon a review of the Site Plan Application within the report titled “Site plan Amendment Review SP 2022-504189” (December 8, 2022), Staff finds the proposed Site Plan consistent with the Town’s Comprehensive Plan and land development regulations.

3. ATTACHMENTS

1. Resolution 2023-11
2. Agenda Item Staff Summary SPA 2022-504189; February 7, 2023

4. RECOMMENDED ACTION

Approval of Resolution 2023-11 as recommended by PZB and Staff subject to the Site Plan, Landscape Plan and Conditions of Approval included therein.

**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL
February 7, 2023**

**AGENDA ITEM STAFF SUMMARY:
Site Plan Review SP 2022-504189
Palm Beach Orthopedic Institute (PBOI)**

I. Site and Applicant Information

Current Project Name	Groves town Center Pod C
Proposed Project Name	Palm Beach Orthopedic Institute
Project No.	Site Plan Approval SP 2022-504189
Agent	Brian Chegus, iPlan & Design, LLC
Applicant	Palm Beach Orthopedic Institute, P.A. and Prestige Construction and Development, LLC
Owner	Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc.; Daniel Zimmer
Parcel Control No.	41-41-43-31-13-000-0031 and 41-41-43-31-13-000-0032
Location	Northeast corner of Southern Boulevard and "B" Road
Size (Acreage)	1.964 Acres
Zoning	Multiple Land Use Planned Unit Development (MLU/PUD)
Future Land Use	Multiple Land Use
Site Area Existing Use	1.964 - Vacant
Site Area Proposed Use	1.964 – Medical Office Building

II. Site Area Adjacent Properties (Refer to Exhibit 1)

LAND USE	NORTH	SOUTH	EAST	WEST
EXISTING USE	Vacant - Groves Town Center MLU/PUD	Avocado Avenue followed by Aldi Grocery and Vacant	Vacant - Groves Town Center MLU/PUD	Retention Pond- Groves Town Center MLU/PUD
APPROVED USE	Office) and Retention Pond	Aldi Grocery and Southern Palms Car Wash	Mango Street followed by Groves town Center Pod TC (Town Center)	Groves Town Center Retention Pond.
FUTURE LAND USE	Multiple Land Use (MLU)	Multiple Land Use (MLU) Groves Town Center Pods A and B	Multiple Land Use (MLU) Groves Town Center TC Pod	Multiple Land Use (MLU) -
ZONING	Multiple Land Use Planned Unit Development (MLU/PUD): Groves town Center Pod E and Retention Pond	Multiple Land Use Planned Unit Development (MLU/PUD): Groves Town Center Pods A and B	Multiple Land Use Planned Unit Development (MLU/PUD) Groves Town Center Pod TC	Multiple Land Use Planned Unit Development /PUD)

III. Principal Submitted Support Documents

ITEM	CONTENT
Summary of Applicant's Use and Justification Statement	The proposed Medical Office/Surgical Center will provide out-patient surgery services and support complimentary Medical Office services at this location. On-site physical therapy will be integrated into the use as well so that the facility provides a one-stop location for a multitude of cross-treatment medical services. The Surgery Center will operate for up to 23 hours per day and up to 6 days a week with no overnight patient stays
Site Plan	Proposed development of Groves Town Center MLU/PUD Pod C <u>Tabular data and computations</u> , including: Proposed Uses; Building Area; CLO building standards (Required vs. Provided); Impervious and Pervious Area (Required vs. Provided); and <u>Major Graphic Depictions</u> : Location and height of structures, vehicular use areas, including drive aisles, parking spaces and circulation system including connections to public r-o-w, location; locations of parking and loading areas; locations of dumpster and generator; locations of way finding signs; and setback locations and dimensions.
Engineering Plans	Drainage Statement; Engineering Plans (Survey, Conceptual Engineering Plan, Paving, Grading and Drainage Details, and Water and Wastewater Details); Traffic Statement.
Architectural Plans	North, South, East, and West elevations; and Typical floor plan, and Signage Plans pending.
Service Provider Letters	PBC Fire Rescue; and Palm Beach County Water Utilities Request Application filed.
Natural Features Inventory	Aerial photo submitted showing Subject Property totally cleared. Property is included within the Phase 1 Tree Removal Permit for Groves Town Center.
Landscape Plans	Landscape Plans indicating locations of tree, palm and shrub species (number and location) required and provided;; and Irrigation Plans
Photometric Plan	Site Lighting Fixture Locations and Distribution of Lumens throughout the property and at site boundaries.
Consistency with Rural Vista Guidelines	Submitted report entitled: "Proposed PBOI at Groves town Center Compliance with the Rural Vista Guidelines"

IV. Project Description

The Loxahatchee Groves Orthopedic Institute Site Plan SP 2022-504189 consists of 20,200 sq. ft. of two-story building space; 45.9% of the 44,000 sq. ft. of approved commercial office space in the Groves Town Center MLU/PUD.

The Subject Site is located in Pod C of the Groves Town Center MLU/PUD as illustrated in Exhibit 1. A brief description of the proposed project is presented in Section III, above, while Site Plan and Landscape Plan details are presented in Exhibits 2 and 3.

V. Staff Review Summary

B. Infrastructure Impacts

Infrastructure Service	Summary
Water/wastewater	Utility Concurrency Request form submitted. Reply to be submitted upon receipt. Property can be served by County central water/wastewater along Southern Boulevard. A Standard Developers Agreement (SDA) with PBCWUD is required to be approved by the Town Council.
Surface Water Management	Drainage statement and Engineering Plans provided. Project is within SFWMD C-51 Basin. Legal positive outfall for Subject Site to the Groves Town Center master drainage system to be permitted by the South Florida Water Management System, including conveyance, water quality and storage requirements, C-51 Basin requirements and Town requirements.
Solid Waste Disposal	Solid Waste Authority annual confirmation of capacity. Applicants to execute contract with Town's private hauler for collection and disposal.
Transportation	Traffic Statement provided by PTC Transportation Consultants demonstrating that trips generated by the proposed project, previously approved site plans, and remaining development potential do not exceed the approved trip thresholds for Groves Town Center MLU/PUD. Therefore, Palm Beach County Traffic Performance Standards have been met.
FIRE/EMS	Letter from Palm Beach County Fire/Rescue stating that the proposed project will be served by Station #20, located on Greenview Shores in Wellington, and with an average response time of 7 minutes 14 seconds.
Flood Zone	Project is located in an AE Zone (subject to flooding by the 100-year flood) at a Base Flood Elevation of 17.6 feet. A Floodplain Development Application (FDA) is to be submitted to the Town prior to approval of any building permits.

D. Comprehensive Plan, Zoning, and Site Plan Approvals

The proposed Loxahatchee Groves Orthopedic Institute Site Plan SP 2022-504189 is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC).

- The current Future Land Use Map designation of the property is Multiple Land Use. SP 2022-504189 is consistent with the Future Land Use designation.
- The Zoning Map designation of the property is Multiple Land Use Planned Unit Development (MLU/PUD). SP 2022-504189 is consistent with the Zoning designation.
- The proposed commercial uses (medical office and surgery center) are permitted uses within the Commercial component (i.e., CL zoning district permitted uses) of the Groves Town Center MLU/PUD.
- Per the Staff Report supporting Ordinances 2013-010, 2018-08, and 2019-08 the Groves Town Center MUPUD has met the PUD requirements.

E. Zoning Requirements: Commercial (i.e., CL Zoning District) Regulations

Regulation	Standard	Property Complies?
Minimum lot size	1 acre	Yes – 1.964 acres.
Frontage and Access	ULDC Section 100-35: legal access from a publically dedicated street	Yes – Access to both Tangerine Drive and Avocado Avenue within Groves Town Center
Site Area Minimum lot frontage/width	200 feet	Yes – 393 ft. on Avocado Avenue and 420 ft. on Tangerine Avenue
Site Area Minimum lot depth	200 feet	Yes - 227 feet on Mango Street
Maximum Floor-Area-Ratio	0.10 in CL District and 0.20 in CLO District	Yes - Proposed at 0.236. F.A.R. on a given Pod can exceed the zoning district maximum provided that the total approvals of 103,000 sq. ft. of commercial and 44,000 sq. ft. of office are not exceeded.
Maximum building and roofed structures lot coverage	25%	Yes – 11,247 sq. ft.; 13.1% of Site Area
Front setback	50 feet	Yes – 68.6 feet (Site Area)
Side street setback	25 feet	Yes – 68.5 feet (East Side)
Rear setback	50 feet	Yes – 88.2 feet
Minimum pervious area	30%	Yes – 24.5%
Maximum building height	35 feet	Yes – 35 feet

F. ULDC Section 155-020: Substantive Requirements (Site Plan)

Criterion	Compliance
Section 150-020 (A) Conformance to the approved and/or recorded plat, if applicable	Site Plan SP 2022-504189 is consistent with Tract Pod C of Groves Town Center PUD Amendment No. 1 Plat recorded in the Public Records of Palm Beach County.
Section 150-020 (B) Consistency with the Loxahatchee Groves Comprehensive Plan	Yes – Refer to Section D, above.
Section 150-020 (C) Conformance with the Town of Loxahatchee Groves ULDC	Yes – Refer to Section D, and E above and Section G, below.
Section 150-020 (D) Conformity with the water control district's requirements and regulations.	Site drainage discharge to the Groves Town Center Master Drainage System. The ultimate system to serve the 90.33-acre Groves Town Center is designed to meet SFWMD conveyance, water quality and storage requirements and C-51 Basin and Town requirements.

G. ULDC Supplementary Requirements

1. ULDC Article 85: Landscape Plan Requirements

Requirement	Response
Plots of 3 acres or more shall preserve or create and maintain an ecological community of at least 3% of area of the property.	N/A. Preserve area included within the Conservation Land Use portion (23.2 acres) of the 90.33-acre Groves Town Center MLU/PUD. – Meets requirement.
A tree survey, including trees to be removed or relocated, including proposed relocation sites	The inventory and tabular were included in the Clearing Permit previously issued for Pod A of the Groves Town Center MLU/PUD. Meets requirement
The location, including height, caliper and canopy spread of all landscape materials	Specifications provided the Landscape Plan dated July 28, 2022. Meets requirement
Irrigation plan if irrigation system to be used	Automatic underground irrigation system per Irrigation Plan dated July 28, 2022. Meets requirement
Primary structures treated with shrubs @ 2.5-foot height along 40% of the structure frontage	Shrubs provided on 100% of Avocado Avenue and Tangerine Drive frontages per Landscape Plan dated July 28, 2022. Meets requirement
Interior open space area defined and located.	Provided in the Site Plan dated July 28, 2022 @ 7.5% of site area (interior landscape areas). – Meets requirement.
interior open space ground cover and/or hedge requirements: 1 tree and 10 shrubs per 2,000 sq. ft.	Provided in the Landscape Plan – Meets requirements.
Dumpsters, mechanical equipment, and electrical transformers screened	Generator pad and dumpster enclosure landscaped per Site Plan and Landscape Plan dated July 28, 2022 – Meets requirement
Section 85-055 (G) Signs screened	Provided in the Landscape Plan – Monument signs screened. Meets requirement
Existing vegetation credit requested and calculated	N/A. Not requested in the Clearing Pod A Permit.
Landscape buffer along property line abutting AR District	N/A. No AR zoned property adjacent to the Subject Site.
25-foot vehicular use area landscape strip required	NA. No frontage on Southern Boulevard or Letter
Vehicular use area landscape requirements	N/A. No Parking Islands provided in the Site Plan - Meets requirement.
Site distance requirements	Clear Site Triangles provided at project entrances. Site Distance Triangles provided at street intersections per Site Plan and Landscape Plan dated July 28, 2022. Meets Requirement.

2. ULDC Article 90 Signs

Allowed Signs	Response
Permits required and Sign permit requirements	Condition of Approval
Standards by sign type and zoning district (CL District shopping center or another multi-tenant center)	
Mandatory attached building identification (i.e. address) sign: 1 per structure or business @ maximum sign face of 4 sq. ft.	Condition of Approval
Attached canopy sign (optional): Maximum 1 per structure or business @ maximum sign face of 4 sq. ft.	None proposed per the Master Signage Plan dated June 16, 2022.
Shopping Center attached building wall sign(s): 1 per tenant, 2 if corner location: Anchor tenants @ maximum sign face of 60 sq. ft.; other tenants sign face @ 18 sq. ft. to 36 sq. ft.	Two proposed per the Master Signage Plan dated June 16, 2022.
Attached canopy sign: 1 per canopy or 2 per building which ever is less @ 16 sq. ft. to 24 sq. ft.	One proposed per the Master Signage Plan dated June 16, 2022.
Free-standing monument or panel sign(s): Primary sign - 1 per tenant: @ maximum sign face of 72 sq. ft.	Two proposed per the Master Signage Plan dated June 16, 2022.
Real Estate or Project Sign (to be removed after sale or project completion) 1 per street frontage @ maximum sign face of 12 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.

3. Article 95 Parking and Loading

Requirement	Response
Minimum parking space requirements – 95 spaces required.	95 spaces provided per Site Plan dated July 28, 2022. Meets Code Requirement.
Size of parking spaces – Standard space = 11' x 22.5". Handicap space = 14' x 22.5'	Standard spaces @ 11' x 22.5' (meets ULDC requirement). Handicap spaces @ 14' x 22.5' (meets ULDC requirement)
Minimum loading space requirements (i.e. for uses that receive materials by truck). - 1 space	One provided (meets ULDC requirement)
Size of loading spaces – 12' x 45' with 14' vertical clearance	One space @ 25 feet x 45 feet (meets ULDC requirement)
Parking Aisle requirements = 28 feet; Drive Aisle requirements (2-way)	Two-way Drive Aisles (28 feet widths). Meets ULDC requirement.
Driveway. Minimum distance from street line to interior drive aisle = 22 feet.	Avocado Avenue and Tangerine Drive ingress/egress driveways = 22.5 feet. Meets ULDC requirement.

H. Architecture (Discussion of Rural Vista Guidelines by Applicant)

The Applicant has prepared the document entitled: "Proposed Loxahatchee Groves Orthopedic Institute at Groves Town Center Statement of Compliance with Rural Vista Design Guidelines: November 17, 2022". The document presents an overview of the architectural features as they relate to the Rural Vista Guidelines.

The Palm Beach Orthopedic Institute (PBOI) building is designed in a Florida Vernacular architectural style including the incorporation of many rural design elements. A mixed stucco (smooth and rough) finish for the building facades is proposed in order to articulate the style. Cultured stone is incorporated around the principal public entrance and on the west facade in accordance with the rural design standards.

The two-story building incorporates a large canopy and moldings breaking up the massing between the first and second floors at approximately 10 feet above grade. The project has been designed with square windows on the first floor and decorative picket railings located along each facade and squared entry columns. Horizontal and vertical articulation of the facades has been achieved with bump outs.

Compatibility

The following Groves Town Center internal roads are directly adjacent to the proposed Loxahatchee Groves Orthopedic Institute on its North (Tangerine Drive); South (Avocado Avenue); and East (Mango Street). A Lake Tract is directly adjacent to Orthopedic Center on its West.

An inventory of Groves Town Center Development Pods following the adjacent road network is presented in Section B of this analysis. Following properties are designated Office and Lake (North and West); Commercial (South); and Town Center TC (East).

Compatible land uses are defined as those which are consistent with each other in that they do not create or foster undesirable health, safety, or aesthetic effects arising from direct association of dissimilar activities, including the impacts of intensity of use, traffic, hours of operation, aesthetics, noise vibration, smoke, hazardous odors, radiation, and other land use conditions.

The Conceptual Master Plan associated with the MLU/PUD and Pod-specific Site Plans will insure internal compatibility of the proposed Loxahatchee Groves Orthopedic Institute with Groves Town Center Development Pods.

V. Staff Finding and Recommendation

Staff finds proposed Site Plan SP 2022-504189 (Loxahatchee Groves Orthopedic Institute) consistent with the Town's Comprehensive Plan and land development regulations, including the Groves Town Center MLU/PUD (i.e., Town Ordinance 2013-10, as amended by Ordinances 2018-08 and 2019-08) subject to the Conditions of Approval presented in Exhibit 4.

VI. Planning and Zoning Board Recommendation

The Planning and Zoning Board (PZB), at its December 15, 2022, meeting recommended approval of SP 2022-504189 by a 3 – 0 vote.

EXHIBIT 1
Groves Town Center Plat Amendment 1 (Portion)

EXHIBIT 2
Loxahatchee Groves Orthopedic Institute Site Plan
(Refer to the Following Page)

EXHIBIT 3
Loxahatchee Groves Orthopedic Institute Landscape Plan
(Refer to the Following Page)

EXHIBIT 4
PROPOSED CONDITIONS OF APPROVAL
Loxahatchee Groves Orthopedic Institute

A. GENERAL

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

2. The Final Conditions of Approval in Town Ordinances 2018-08 and 2019-08 are adopted and incorporated herein by reference. The Ordinances assigned a Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated in Exhibit 2, hereto (Loxahatchee Groves Orthopedic Institute Site Plan). The Site Plan is dated July 28, 2022. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

- (a) Administrative amendments permitted under Section 155-005 of the ULDC.
- (b) Amendments required to conform to the Conceptual Master Plan.
- (c) Amendments necessary to comply with Site Plan Conditions of Approval; and
- (d) Infrastructure and utility improvements which are in accordance with the ULDC required during the Development Permit review process.

4. Prior to submittal of any building permit applications for processing by Loxahatchee Groves, the Town Manager and his designated agents shall review and approve the following plans for consistency with these Conditions of Approval, Site Plan, Landscape Plan, Floor Plans, and Elevations.

5. Prior to submittal of any building permit applications for processing by Loxahatchee Groves, the Town Manager, Town Public Works Director, and Town Engineer shall review and approve all land development plans.

6. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, as extended by Governor's Executive Orders, no building permits for the site shall be issued after October 28, 2025. Additional time extensions for this condition may be approved by the Palm Beach

County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or additional States of Emergency declared by the Governor of Florida.

7. All parking and loading shall occur on site as indicated on the approved Site Plan dated July 28, 2022.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 20,200 sq. ft. of commercial low office uses consistent with the Site Plan dated July 28, 2022.

2. Bars and night clubs are prohibited.

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

4. All on-site deliveries during construction shall be made the Groves Town Center internal road system with entrances off of Southern Boulevard.

C. ENGINEERING

1 Prior to the issuance of any Site Development Permit or an initial Building Permit for any of the project uses, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod C of the Groves town Center Conceptual Master Plan per Town Code Section 100-060.

2. Prior to the commencement of construction of any of the project uses the Applicant shall:

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

b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.

3. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection

Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

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

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

- a. Provide copies of the required test results as provided for on the plans and specifications for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

D. LAND CLEARING AND LANDSCAPING

1. Project landscaping shall comply with the Landscape Plan dated July 28, 2022.
2. Clearing of the west portion of the site was approved as part of the Groves Town Center Pod B Clearing Permit issued in 2021.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated June 10, 2022.
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.
3. Open air parking lighting shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated July 28, 2022.

G. ARCHITECTURAL

Architectural elevations shall be designed to be consistent with the Town's Rural Vista Guidelines, as described in Section H of the SP 2022-504189 application. Elevations shall be reviewed and approved for consistency with approved plans by the Town Manager with applications for building permit approval. The Town Manager may refer subsequent building elevations to the Town Council for approval if she determines that an inconsistency with approved plans is proposed.

H. SIGNAGE

The initial Sign Permit application submittal shall include a master sign program detailing the location, number, colors and size of proposed monument and wall signage. All signage shall be reviewed during the sign permit review process.

1. Per Sections 05-040 and 90-070 of the ULDC, permits for all wall signs shall be obtained prior to building permit application.

2. Attached building identification signs shall be provided for each business with a maximum sign face of 4 sq. ft.

3. The number of monument signs shall be limited to the following:

(a) One monument sign at the entrance on Tangerine Boulevard, and one monument sign at the entrance on Avocado Avenue per the Site Plan dated July 28, 2022, with a maximum sign face of 72 sq. ft. each.

4. Internal directional signs may be provided, as needed without obtaining a sign permit(s).

I. UTILITIES AND SERVICES

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

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

J. ULDC WAIVERS

Per Ordinance 2018-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".

The following waiver is granted:

1. A waiver to ULDC Section 95-100(E) *"Wheelstops and curbing"*, which states: "Parking stalls which abut sidewalks or structures shall be designed with wheel stops or contiguous curbing to help prevent accidental human injury or property damage. The required wheel stops shall be located at least two and one-half feet from any sidewalk or structure." A waiver is granted in order to provide bollards in lieu of wheel stops or curbing.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2023-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PALM BEACH ORTHOPEDIC INSTITUTE SITE PLAN FOR LAND OWNED BY LOXAHATCHEE EQUESTRIAN PARTNERS, LLC. AND SOLAR SPORTSYSTEMS, INC., CONSISTING OF 1.964 ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD EAST OF “B” ROAD AT THE INTERSECTION OF TANGERINE DRIVE AND MANGO STREET LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

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

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

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on December 15, 2022, recommended approval of the Site Plan Application SP-2022-504189; and

WHEREAS, the Loxahatchee Groves Orthopedic Institute Site Plan Application SP-2022-504189 was presented to the Town Council at a quasi-judicial public hearing conducted on February 7, 2023; and

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

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

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

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

Section 2. The Town Council has considered the findings in the staff report dated February 7, 2023 and the Town Planning and Zoning Board recommendation and makes the following findings of fact:

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

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Loxahatchee Groves Orthopedic Institute Site Plan SP-2022--504189 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B, and made a part hereof.

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

Section 5. If any clause, section, other part, or application of this Resolution is held

by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Margaret Herzog, COUNCILMEMBER	☐	☐	☐
Marianne Miles, COUNCILMEMBER	☐	☐	☐
Phillis Maniglia, COUNCILMEMBER	☐	☐	☐

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 7th day of February 2023.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk

Vice Mayor Laura Danowski

Councilmember Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

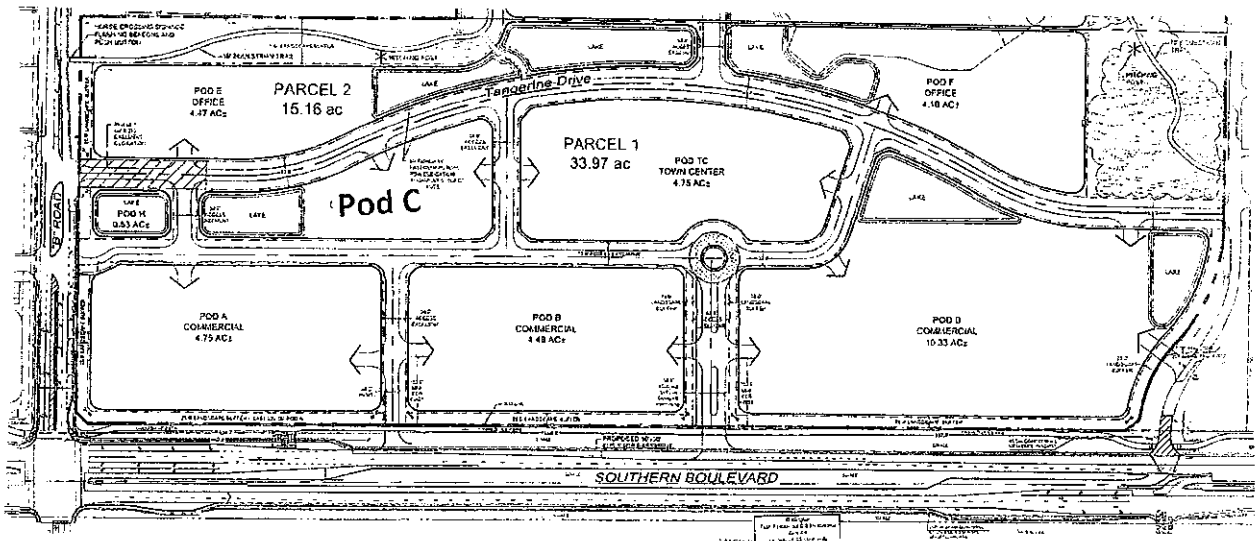
. LEGAL DESCRIPTION:

TRACT POD C, GROVES TOWN CENTER PUD AMENDMENT NO. 1, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 134, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL CONTROL NUMBERS:

41-41-43-31-13-000-0031 and 41-41-43-31-13-000-0032

LOCATION MAP



THE REMAINDER OF THIS PAGE LEFT BLANK

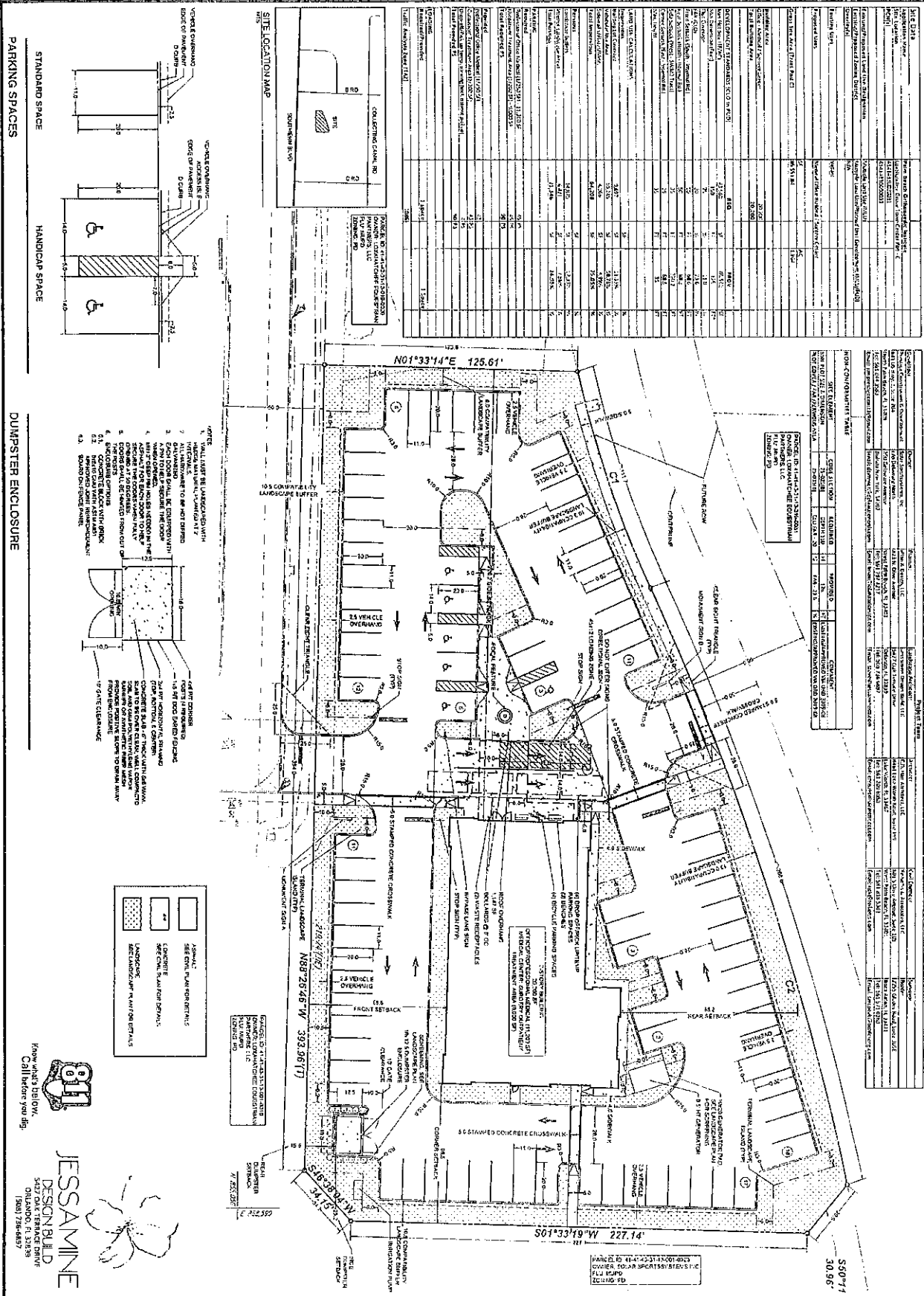
EXHIBIT B

PALM BEACH ORTHOPEDIC INSTITUTE SITE PLAN

(Refer to the following page)

THE REMAINDER OF THIS PAGE LEFT BLANK

PERSONAL INFORMATION		CONTACT INFORMATION		EMPLOYMENT HISTORY		EDUCATION		TRAINING & CERTIFICATIONS		REFERENCES	
NAME	DATE OF BIRTH	PHONE	EMAIL	COMPANY	POSITION	START DATE	END DATE	SCHOOL	DEGREE	ISSUING BODY	CONTACT PERSON
John Doe	1985-03-15	555-123-4567	john.doe@email.com	ABC Corp.	Software Engineer	2010-01-01	2015-12-31	University of California	B.S. in Computer Science	ACM	Mr. Smith, HR Dept.
Jane Smith	1990-07-22	555-987-6543	jane.smith@email.com	XYZ Inc.	Marketing Manager	2012-03-15	2018-06-30	State University	M.A. in Marketing	AMA	Ms. Johnson, Finance
Michael Chen	1978-11-08	555-234-5678	michael.chen@email.com	DEF Ltd.	Product Designer	2008-09-01	2019-03-31	MIT	B.S. in Design	IDEO	Mr. Lee, Engineering
Sarah Brown	1982-05-19	555-345-6789	sarah.brown@email.com	GHI Corp.	Operations Director	2005-01-01	2020-01-01	Stanford University	M.B.A. in Operations	ASQ	Mr. Davis, Sales
David Wilson	1965-09-03	555-456-7890	david.wilson@email.com	JKL Inc.	Senior Analyst	2000-01-01	2010-12-31	Harvard University	Ph.D. in Economics	AEA	Dr. White, Research

[illegible]

PALM BEACH ORTHOPAEDIC INSTITUTE (PBOI)
LOXAHATCHEE GROVES, FLORIDA
SITE PLAN

PLAN
& DESIGN

822 N. Ohio Avenue,
West Palm Beach,
Florida 33401
561.797.7317
bedfordg@aol.com

EXHIBIT C
LOXAHATCHEE GROVES ORTHOPEDIC INSTITUTE
Site Plan Conditions of Approval

A. GENERAL

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

2. The Final Conditions of Approval in Town Ordinances 2018-08 and 2019-08 are adopted and incorporated herein by reference. The Ordinances assigned a Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated in Exhibit 2, hereto (Loxahatchee Groves Orthopedic Institute Site Plan). The Site Plan is dated January 12, 2023. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

(a) Administrative amendments permitted under Section 155-005 of the ULDC.

(b) Amendments required to conform to the Conceptual Master Plan.

(c) Amendments necessary to comply with Site Plan Conditions of Approval;
and

(d) Infrastructure and utility improvements which are in accordance with the ULDC required during the Development Permit review process.

4. Prior to submittal of any building permit applications for processing by Loxahatchee Groves, the Town Manager and his designated agents shall review and approve the following plans for consistency with these Conditions of Approval, Site Plan, Landscape Plan, Floor Plans, and Elevations.

5. Prior to submittal of any building permit applications for processing by Loxahatchee Groves, the Town Manager, Town Public Works Director, and Town Engineer shall review and approve all land development plans.

6. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, as extended by Governor's Executive Orders, no building permits for the site shall be issued after October 28, 2025.. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or additional States of Emergency declared by the Governor of Florida.

7. All parking and loading shall occur on site as indicated on the approved Site Plan dated January 12, 2023.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 20,200 sq. ft. of commercial low office uses consistent with the Site Plan dated January 12, 2023.

2. Bars and night clubs are prohibited.

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

4. All on-site deliveries during construction shall be made through the Groves Town Center internal road system with entrances off of Southern Boulevard.

C. ENGINEERING

1 Prior to the issuance of any Site Development Permit or an initial Building Permit for any of the project uses, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod C of the Groves Town Center Conceptual Master Plan per Town Code Section 100-060.

2. Prior to the commencement of construction of any of the project uses the Applicant shall:

- a. Provide the Town Engineer and Building Official with copies of all permits, permit applications, and requests for additional information to and from regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to, the South Florida Water Management District, Palm Beach County Water Utilities Department, Palm Beach County Fire Rescue, and Palm Beach County Health Department, etc.
- b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.

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

4. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's

responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

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

- a. Provide copies of the required test results as provided for on the plans and specifications for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

D. LAND CLEARING AND LANDSCAPING

1. Project landscaping shall comply with the Landscape Plan dated January 12, 2023, included herein by reference.

2. Clearing of the east portion of the site was approved as part of the Groves Town Center Pod B Clearing Permit issued in 2021.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated June 10, 2022.

2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

3. Open air parking lighting shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated January 12, 2023.

G. ARCHITECTURAL

Architectural elevations shall be designed to be consistent with the Town's Rural Vista Guidelines, as described in Section H of the SP 2022-504189 application. Elevations shall be reviewed and approved for consistency with approved plans by the Town Manager with applications for building permit approval. The Town Manager may refer subsequent building elevations to the Town Council for approval if she determines that an inconsistency with approved plans is proposed.

H. SIGNAGE

The initial Sign Permit application submittal shall include a master sign program detailing the location, number, colors and size of proposed monument and wall signage. All signage shall be reviewed during the sign permit review process.

1. Per Sections 05-040 and 90-070 of the ULDC, permits for all wall signs shall be obtained prior to building permit application.

2. Attached building identification signs shall be provided for each business with a maximum sign face of 4 sq. ft.

3. The number of monument signs shall be limited to the following:

(a) One monument sign at the entrance on Tangerine Boulevard, and one monument sign at the entrance on Avocado Avenue per the Site Plan dated January 12, 2023 with a maximum sign face of 72 sq. ft. each.

4. Internal directional signs may be provided, as needed without obtaining a sign permit(s).

I. UTILITIES AND SERVICES

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

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

J. ULDC WAIVERS

Per Ordinance 2018-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "Glare"; and (2) ULDC Section 95-100(E) "Wheelstops and curbing".

The following waiver is granted:

1. A waiver to ULDC Section 95-100(E) "Wheelstops and curbing", which states: "Parking stalls which abut sidewalks or structures shall be designed with wheel stops or contiguous curbing to help prevent accidental human injury or property damage. The required wheel stops shall be located at least two and one-half feet from any sidewalk or structure." A waiver is granted in order to provide bollards in lieu of wheel stops or curbing.

**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Tetro Historical Legacy Application**

Agenda Item # 6

PREPARED BY: Jim Fleischmann

DATE: February 7, 2023

1. BACKGROUND/HISTORY

History: The Subject Site is a 3.21-acre parcel is located Southwest corner of Okeechobee Boulevard and “F” Road. The street address is 13538 Okeechobee Boulevard.

Issue Statement: The Applicant has requested approval to continue an existing use on the property pursuant to Section 75-035 “*Historical Legacy Uses as of October 1, 2006*” of the Loxahatchee Groves Unified Land Development Code (ULDC).

Issue Resolution: The Town Council should consider approval, approval with conditions, or denial of the Historical Legacy designation.

2. CURRENT ACTIVITY

The Planning and Zoning Board (PZB) voted to continue consideration of the application at its January 26, 2023, to its meeting on February 23, 2023 meeting by a 4 – 0 vote. The continuance will allow the Applicant additional time to supplement its justification for assignment of the Historical Legacy designation. The notices requirements for the quasi-judicial public hearing before the Town Council on February 7, 2023, have been met.

3. ATTACHMENTS

None

4. RECOMMENDED ACTION

Continue the application to a future date and time certain future Town Council meeting in order to provide sufficient notice without further expenditure.

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: February 7, 2023

SUBJECT: Discussion and Direction on Paving Plan

Background:

At the January 17th Town Council's meeting the topic of a paving plan was discussed. There was discussion among Town Council and Town Manager Ramaglia to bring back a paving plan to discuss.

Recommendation:

Discuss and give Town Staff direction.