

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL REGULAR MEETING AGENDA

JANUARY 9, 2024



Laura Danowski, Mayor (Seat 2)

Phillis Maniglia, Councilmember (Seat 1)

Robert Shorr, Vice Mayor (Seat 4)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager Francine L. Ramaglia

Town Attorney Elizabeth Lenihan, Esq.

Lakisha Burch, Town Clerk

Public Works Director Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Consideration of approval of Meeting Minutes.
 - a. September 19, 2023 Community Open Discussion Meeting
 - b. September 19, 2023 Town Council Final Hearing/ Regular Meeting
 - c. October 17, 2023 Town Council Workshop Meeting
 - d. October 23, 2023 Town Council Special Meeting
 - e. December 5, 2023 Community Open Discussion Meeting
 - f. December 5, 2023 Town Council Regular Meeting
 - g. December 18, 2023 Town Council Special Meeting

2. Consideration of **Resolution No. 2024 -01** approving the lease purchase of ILF Aspen from Energreen America.

REGULAR AGENDA

3. Consideration of Resolutions for the B Road Culvert
 - a. **Resolution No. 2024-02** approving the Bill of Sale.
 - b. **Resolution No. 2024-03** awarding piggy-back contract to Johnson & Davis.
4. Consideration of **Resolution No. 2024-04** accepting a donation.
5. Consideration of **Resolution No. 2024-05** authorizing an agreement with J.W. Cheatham, LLC to provide Roadway Construction Services.

PUBLIC HEARING

6. Consideration of *Ordinance No. 2023-08* on Second Reading.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY REPEALING ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” IN ITS ENTIRETY; ENACTING A NEW ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” REGARDING THE ADOPTION THE GROUP OF CODES KNOWN AS THE FLORIDA BUILDING CODE 8TH EDITION (2023) AND LOCAL AMENDMENTS, THE 2020 NATIONAL ELECTRICAL CODE AND THE FLORIDA FIRE PREVENTION CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND THE EFFECTIVE DATE. (APPROVED ON FIRST READING ON DECEMBER 5, 2023)

DISCUSSION

7. Discussion on Building Department Activities
8. Continuation of the Discussion on the Evaluation Appraisal Report from the Meeting on December 5, 2023.
9. Discussion Regarding Roadway and Drainage update.

TOWN STAFF COMMENTS

Francine L. Ramaglia, Town Manager
Elizabeth Lenihan, Town Attorney
Richard Gallant, Public Works Director
Lakisha Burch, Town Clerk

TOWN COUNCILMEMBER COMMENTS

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

ADJOURNMENT

Comment Cards

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



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #1

TO: Town Council of Town of Loxahatchee Groves
FROM: Town Clerk's Office
DATE: January 9, 2024
SUBJECT: Consideration of Approval of Meeting Minutes

Background:

Consider approval of the Town Council Meeting for the following:

- a. September 19, 2023 – Town Council / Community Open Discussion Meeting
- b. September 19, 2023 – Town Council Final Hearing / Regular Meeting
- c. October 17, 2023 – Town Council Workshop Meeting
- d. October 23, 2023 – Town Council Special Meeting
- e. December 5, 2023 – Town Council / Community Open Discussion Meeting
- f. December 5, 2023 – Town Council Regular Meeting
- g. December 18, 2023 – Town Council Special Meeting



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
SEPTEMBER 19, 2023**

*Meeting audio available in Town Clerk's Office
Meetings are also available on YouTube.*

CALL TO ORDER

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

PRESENT

Mayor Laura Danowski, Vice Mayor Shorr, Councilmembers Margaret Herzog, Phillis Maniglia (arrived 6:02 p.m.), and Marianne Miles, Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

COMMENTS FROM THE PUBLIC

There were public comments Robert Austin, Brian McNeil, and Cassie Suchy

Mayor Danowski announced that the Village of Wellington has decided to annex the properties to our west off Van Gogh and Rembrandt and a third road.

Cassie Suchy spoke about Code of Ethics-voting conflicts, financial gains, and public records request. Town Clerk Burch responded.

Robin Austin spoke about annexation and tax based. There was a discussion between the Town Council and Mr. Austin. Vice Mayor Shorr expressed his thoughts regarding this matter. Councilmember Miles also expressed her thoughts on this matter.

Brian McNeil spoke about the Town drowning in legal debt because we don't pay attention sometimes and what our concerns are if they're perceived as noise he apologizes. He continues to state that he doesn't want to see anybody get killed, opposite Able Tree Farm there is a gigantic degeneration of a pothole. He also spoke about the berm on "B" road, would like to know how high a berm should be, also the sign at the horse crossing and roundabouts. There was continued discussion among the Town Council, Mr. McNeil, and Town Staff.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:30 p.m.



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL FINAL HEARING AND REGULAR MEETING MINUTES
SEPTEMBER 19, 2023

Meeting audio available in Town Clerk's Office
Meetings are also available on YouTube.

CALL TO ORDER

Mayor Danowski called the meeting to order at 6:31 p.m.

PLEDGE OF ALLEGIANCE

Mayor Danowski led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Danowski led a prayer.

ROLL CALL

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmembers Margaret Herzog, Phillis Maniglia, and Marianne Miles. Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, Chris Wallace from Munitytics, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Town Manager Ramaglia requested that item 1 Presentation from Ashbritt, Inc. be removed from the agenda and be presented at the October 17, 2023, meeting.

Motion was made by Vice Mayor Shorr seconded by Councilmember Miles to approve the agenda with the modification of removing item 1 from the agenda; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was a public comment from Cassie Suchy. Town Clerk Burch read into the record public comment from Keith Harris.

PRESENTATION

1. Presentation from Ashbritt, Inc. (Debris Site/SWA designated Facilities) update.
PULLED FROM THE AGENDA TO BE HEARD AT THE OCTOBER 17TH MEETING.

CONSENT AGENDA

Motion was made by Vice Mayor Shorr seconded by Mayor Danowski to pull items 2 and 3 from the Consent Agenda; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

2. Consideration of **Resolution No. 2023-60** Approving the Removal and Replacement With Waiver of Specimen Trees at 14717 Collecting Canal. **PULLED FROM CONSENT AGENDA**

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to approve Resolution No. 2023-60 approving the removal and replacement with waiver of Specimen Trees at 14717 Collecting Canal; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

3. Report and Ratification of Road Materials Purchased from Palm Beach Aggregates for Emergency Road Rebuilding Equal to or Greater Than \$25,0000. **PULLED FROM CONSENT AGENDA**

Mayor Danowski recused herself because she owns a home on Hyde Park Road. Councilmember Maniglia recused herself because she sold a house on Farley.

Motion was made by Councilmember Miles seconded by Councilmember Herzog to accept report and ratify emergency purchases with Palm Beach Aggregates exceeding 25,000 dollars and an additional 9,000 dollars for Hyde Park, Carey, Edith, Farley, and Fox Trail; it was voted as follows: Ayes: Vice Mayor Shorr, Councilmembers Herzog, and Miles. Mayor Danowski and Councilmember Maniglia rescued themselves.

FINAL BUDGET HEARING AND PUBLIC HEARING (Quasi-Judicial)

There was a public comment made by Jane Harding. Town Manager Ramaglia responded to Ms. Harding's question.

Chris Wallace presented the item.

Motion was made by Mayor Danowski seconded by Councilmember Miles to receive and file document given out by Vice Mayor Shorr; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Mr. Wallace reviewed the changes that were requested by the Town Council at previous meetings. There was discussion among the Town Council and Town Staff.

4. Pursuant to F.S. 200.065(2)(d) & (e), the following announcement must be made:

The Town Manager read below into the record.

“The Town of Loxahatchee Groves, Florida’s rolled back rate is 2.5359, the percentage increase in property taxes for Fiscal Year 2022/2023 is 18.3% and the Town’s millage rate to be adopted is 3.00 mills”.

- a. Consideration of **Resolution No. 2023-63** Adopting the Final Millage Rate for FY 2023-2024.

Motion was made by Councilmember Herzog seconded by Mayor Danowski to remove the Town Council legal fees of 100,000.00 dollars to reserve; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Herzog seconded by Councilmember Maniglia to approve Resolution No. 2023-63 establishing and adopting the final millage rate for the Fiscal Year 2023-2024 for the Town of Loxahatchee Groves; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- b. Consideration of *Resolution No. 2023-64* Adopting the Final Budget for FY 2023-2024.

Motion was made by Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2023-63 adopting the final budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, with adjustments; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

5. Consideration of *Ordinance No. 2023-04* on Second Reading Approving the Capital Improvement Plan (CIP).

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on second reading *Ordinance 2023-04* adopting the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes with 320,000 dollars adjustment changes discussed in the millage and operating budget and addition of rock in 2025; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

6. Consideration of *Resolution No. 2023-62* Approving Alternate Offsite Location of the Lockhart Fire Hydrant/Water Line to the Yee's Corp Property.

Mr. Robert Sherman and James Lockhart (owner of Lockhart Self-Storage) presented the item to the Town Council. There was a discussion between the Town Council and the Town Staff.

Motion was made by Mayor Danowski seconded by Councilmember Maniglia to receive and file document from Lockhart Storage; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Mayor Danowski to approve Resolution No. 2023-62 approving alternate offsite fire hydrant location for Lockhart Self-Storage; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

DISCUSSION

7. Update on Canal Bank Stabilization and Roadway Paving/Repairs.

Mario Matos, Assistant Public Works Director presented the item to the Town Council regarding update on canal bank stabilization and roadway paving and repairs. There was discussion among the Town Council and Town Staff

Vice Mayor Shorr asked that communication be done to whomever is the finish person on the dirt bank before the sod comes to pretend it's their front yard, to make sure that it is smooth, just please make sure they take the steps that is needed to make this smooth. He also stated that there needs to be more people hired. Mr. Matos responded.

8. Discussion and Consideration of **Ordinance No. 2023-06** Adopting Revised Recreational Vehicle Program Requirements.

Town Manager Ramaglia addressed the Town Council then she turned the item over to Ms. Kaitlyn Forbes with Transystems/SEPI presented the item to the Town Council regarding the adoption of Ordinance No. 2023-06 adopting revised Recreational Vehicle Program requirements. The Town Council gave their individual thoughts regarding the RV Program. There was continued discussion among the Town Council and Town Staff.

The were public comments made by the following: Robert Austin, Jane Harding, L. Henderson, Misha Sood, and Cassie Suchy.

Motion was made by Vice Mayor Shorr seconded by Councilmember Miles to approve Ordinance No. 2023-06 on first reading repealing Sec. 20-050 "Recreational Vehicles" of Article 20- "Residential Zoning Districts"; and Establishing Article 92 "Recreational Vehicles" within Part III "Supplemental Regulations" with the Unified Land Development Code with changes noted tonight and not changing any storage rules at this time; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

Town Manager Ramaglia addressed the Town Council regarding dates to move this Ordinance forward. There was discussion among the Town Council and Town Staff.

9. Discussion of Agricultural and Agritourism.

There was a public comment made by Diane Loudo.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Shorr to extend the meeting to 11:00 p.m. it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Town Attorney Lenihan presented the item to the Town Council regarding the changes to the Town's Unified Land Development Code (ULDC). Following new legislation, the Town Council gave staff direction to address off-site impacts from agritourism uses. Pursuant to Section 570.85, F.S., the Town is prohibited from regulating agritourism activities; however, the Town may address substantial off-site impacts of agritourism activities. The proposed changes to the Town's Unified Land Development Code (ULDC) include adding agritourism as a permitted use in the Agricultural Residential (AR) zoning district, subject to certain regulations as provided by Florida law; and amending Article 65 related to agricultural uses to

also include agritourism uses. The purpose of the proposed changes to the Town's ULDC is to identify agritourism uses, consistent with Florida Statutes; identify what substantial off-site impacts are and how to prevent, correct, or mitigate such impacts; and to identify the limitations of regulatory relief afforded to agritourism uses, consistent with Florida Statutes. There was discussion among the Town Council and Town Staff.

TOWN STAFF COMMENTS

Town Manager

- Palm Beach County's Agritourism Summit
- SAFEbuilt Contract

Town Attorney

No comment.

Public Works Director

No comment.

Town Clerk

No comment.

TOWN COUNCILMEMBER COMMENTS

Councilmember Marianne Miles (Seat 3)

- Update of removal of sign at Publix Shopping Center.
- Update from Florida Power & Light (FPL)

Councilmember Margaret Herzog (Seat 5)

- Historical Legacy-may not move forward.

Councilmember Phillis Maniglia (Seat 1)

- Collecting Canal-ATVs is destroying it.
- Mobile Homes
- People living on vacant lots that do not have water and sewer.

Motion was made by Mayor Danowski seconded by Vice Mayor Shorr to extend the meeting to 11:30 p.m.; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- Vegetation growing on the canals.
- Code Enforcement go into plaza to maintain handicap spots.

Vice Mayor Robert Shorr (Seat 4)

- Approve of the Capital Improvement Plan (CIP)
- Paving Request for Proposal (RFP)

Mayor Laura Danowski (Seat 2)

- Thanked everyone for their comments.

ADJOURNMENT

There being no further business the meeting adjourned at 11:04 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Marge Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP/SPECIAL MEETING MINUTES
OCTOBER 17, 2023**

*Meeting audio available in Town Clerk's Office
Meetings are also available on YouTube.*

CALL TO ORDER

Mayor Danowski called the meeting to order at 6:31 p.m.

PLEDGE OF ALLEGIANCE

Mayor Danowski led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Danowski led a prayer.

ROLL CALL

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmembers Margaret Herzog, Phillis Maniglia, and Marianne Miles. Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was a public comment made by Virginia Standish.

PRESENTATION

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

Mr. Thompson from Ashbritt, Inc. and Mr. Archambo presented the item to the Town Council giving an update about Debris Site/SWA designated Facilities. Mr. Thompson

Councilmember Maniglia asked when they were looking for property for the debris site plan and if the property was in Code Enforcement. Town Manager Ramaglia responded to her questions.

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

Vice Mayor Shorr stated he was confused- stated that many months that it has taken - there is no process for Town Council to approve.

Councilmember Herzog asked how long the site will be activated. Mr. Thompson responded to her question.

Councilmember Miles asked if the first priority is picking up vegetation. Mr. Thompson responded, yes.

Town Manager Ramaglia asked when they would be coming back. Mr. Thompson responded. Mr. Archambo stated that he would provide information for hurricane preparedness.

There was a public comment made by Cassie Suchy.

2. Presentation of Quarterly Reports by the following:
 - a. Node0 (*report only*)
 - b. Engineering- Tara Barber

There was a public comment made by Paul Coleman.

Tara Barber of Engenuity presented the report to the Town Council. Mayor Danowski commented that one size does not fit all, she also asked about Floodplain Development and Ms. Barber responded. There was a discussion among the Town Council, Ms. Barber, and Town Staff.

- c. Planning and Zoning-James Fleischmann, Town Planning Consultant from Land Research Management.

James Fleischmann, Town Planning Consultant, presented the item to the Town Council. Councilmember Maniglia asked about lot split. Town Manager Ramaglia responded, she also stated that we are transitioning some of Jim's work. There was a discussion between the Town Council, Mr. Fleischmann, and Town Staff.

- d. Palm Beach Fire Rescue- District Chief Vomero

There was a public comment made by Paul Coleman.

District Chief Vomero presented the item to the Town Council (report is available in the Town Clerk's Office) by giving an update on the quarterly fire report. There was a discussion among the Town Council and District Chief Vomero.

Motion was made by Councilmember Herzog seconded by Councilmember Miles to receive and file documents distributed by District Chief Vomero; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- e. Palm Beach County Sheriff's Office-Capt. Turner

There was a public comment made by Cassie Suchy.

Captain Turner presented the item to the Town Council (report is available in the Town Clerk's Office) by giving an update on the police quarterly report. There was a discussion between the Town Council and Captain Turner.

f. Public Works Department

There was a public comment made by Cassie Suchy.

Mario Matos, Assistant Public Works Department gave an update on the Public Works Department for the last quarter (report is available in the Town Clerk's Office). There was a discussion among the Town Council, Mr. Matos, and Town Staff.

g. Code Enforcement-Andrew Armenti, Code Enforcement Officer

Andrew Armenti, Code Enforcement Officer presented the item to the Town Council (report is available in the Town Clerk's Office). There was a discussion among the Town Council, Mr. Armenti, and Town Staff.

h. Town Attorney- Elizabeth Lenihan, Town Attorney

Town Attorney Lenihan presented the quarterly report from the Town Attorney by giving an update. There was discussion among the Town Council, Town Attorney Lenihan, and Town Staff.

i. Finance- Chris Wallace from Munitytics

Town Manager Ramaglia stated that Mr. Wallace was ill and asked that his report be postponed until the November 7th meeting. She also gave an update on the audit.

CONSENT AGENDA

Councilmember Maniglia asked that items 4 and 5 be pulled from the Consent Agenda.

3. Consideration of **Resolution No. 2023-66** authoring the extension agreement with Loxahatchee Groves CERT Team, Inc.

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to approve item 3 of the Consent Agenda; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

4. Consideration of **Resolution No. 2023-70** approving the removal and replacement with Waiver of Specimen Trees at Groves Town Center Pod B Phase IIB. **PULLED FROM CONSENT**

Town Attorney Lenihan stated that the word waiver in the agenda is a misnomer, their approvals. Mr. Fleischmann clarified that by stating that it's a vegetation removal permit. There was discussion among the Town Council, Mr. Fleischmann, and Town Staff.

There was a public comment made by Cassie Suchy.

James Fleischmann, Town Planning Consultant presented the item by stating that the owner of the property identified as Pod B with the Groves Town Center Multiple Land Use Planned Unit Development, Solar Sport Systems, Inc., has applied for approval of two Vegetation Removal Permit Applications (Pod B Phase IIA and Pod B Phase IIB) to remove native trees on the property

in preparation for development of the Floodplain Compensation Area and Dry Pond. There was discussion among the Town Council, Mr. Fleischmann, and Town Staff.

Motion was made by Vice Mayor Shorr seconded by Councilmember Miles to approve Resolution No. 2023-70 approving the removal and replacement permit for Specimen Trees at Groves Town Center Pod Phase IIB; it was approved as follows: Ayes: Vice Mayor Shorr, Councilmembers Herzog, and Miles. Nays: Mayor Danowski and Councilmember Maniglia. Motion passed 3-2.

5. Consideration of **Resolution No. 2023-71** approving the Removal and Replacement With Waiver of Specimen Trees at 14120 6th Court. **PULLED FROM CONSENT**

Councilmember Maniglia rescued herself.

James Fleischmann, Town Planning Consultant presented the item by stating that the owner of the property located at 14120 6th Court North, SC Stables LLC, has applied for Council approval to remove a specified native tree in preparation for the assignment of an Equestrian bona fide agriculture Use Code by the Palm Beach County Property Appraiser.

Motion was made by Councilmember Miles seconded by Mayor Danowski to approve Resolution No. 2023-71 approving the Removal and Replacement permit of Specimen Trees at 14120 6th Court; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, and Miles. Motion passed 4-0. Councilmember Maniglia recused herself.

REGULAR AND PUBLIC HEARING

6. Consideration of **Ordinance No. 2023-07** amending Chapter 34 “Planning and Development”, Section 34-1 “Designation of the Planning and Zoning Board As the Local Planning Agency and the Town Council as the Land Development Regulation Commission” To amend the Designation of the Land Planning Agency, Providing for Conflict.

There were public comments made by the following: Paul Coleman, Cassie Suchy, and Manish Sood. Town Clerk Burch read into the record public comments from the following: Fran Holden and Diane Laudado.

Town Attorney Lenihan read Ordinance No. 2023-07 into the record.

Motion was made by Councilmember Maniglia seconded by Mayor Danowski to extend the meeting to 11:00 p.m.; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Shorr to deny the approval of Ordinance No. 2023-07 amending Chapter 34 “Planning and Development”, Section 34-1 “Designation of the Planning and Zoning Board As the Local Planning Agency and the Town Council as the Land Development Regulation Commission” To amend the Designation of the Land Planning Agency, Providing for Conflict; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

DISCUSSION

7. Update on Canal Bank Restoration.

Mr. Peters, Director of Public Works and Jeff Kurtz, Project Coordinator, presented the item to the Town Council.

Councilmember Miles asked about the cost. Mr. Peters and Mr. Kurtz responded. There continues to be discussion among Councilmember Miles and Town Staff.

Councilmember Maniglia expressed her concerns regarding this matter. She wants to see three bids with the same scope of work. She is sick of feeling like things are being shoved down her throat. Town Manager Ramaglia responded. There continued to be discussion.

Vice Mayor Shorr asked about the timeline. He also expressed his view on this matter. There was a discussion between Vice Mayor Shorr and Town Staff.

Mayor Danowski expressed her views on the matter as well as Councilmember Herzog.

There was a public comment made by Cassie Suchy.

Motion was made by Mayor Danowski seconded by Vice Mayor Shorr to extend the meeting until 11:30 p.m.; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to authorize the Town Manager to negotiate a contract up to the 200,000 dollars to make the necessary repairs to get this road back open and enter into the contract to be ratified by the Town Council later; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

8. Discussion regarding Election and the impact of Form 6.

Town Clerk Burch presented the item to the Town Council. Town Clerk Burch announced that she was NOT discussing Form 6 this evening it would be discussed on October 23rd by Town Attorney Torcivia. She stated that tonight's discussion would be related to the overall effect of the implementation of Form 6 has been across the board. She continues to explain to the Town Council.

9. Discussion of Town Council Priorities/Upcoming Agenda Items.

Town Manager Ramaglia presented the item to the Town Council holding the 21st of November for the EAR. She also stated that some Council members has stated that that time will be difficult to attend. She also spoke about trying to get Senator Harold and Representative Roth, but their schedule in Tallahassee is the same as our meeting, but Rana from Mr. Book's office asked if we would be willing to arrange a Special Meeting if necessary. Mayor Danowski asked about the fee schedule. Town Manager Ramaglia responded. There continued to be discussion between the Town Council and Town Staff.

TOWN STAFF COMMENTS

Town Manager
No comment.

Town Attorney
No comment.

Public Works Director
No comment.

Town Clerk
No comment.

TOWN COUNCILMEMBER COMMENTS

Councilmember Herzog
No comment.

- Councilmember Maniglia**
- Calls about mosquito spray.
 - FPL -underground
 - Picking cones out of the canals
 - Thank you for the ordinances.

Councilmember Miles
No comment.

- Vice Mayor Shorr**
- Paving - RFP results-Town Attorney no scope- Town Manager- scope keeps growing asked about the other sections. Town Manager responded to Vice Mayor Shorr's question. There was discussion among Vice Mayor Shorr and Town Staff.

ADJOURNMENT

The workshop was adjourned at 11:32 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Councilmember Marge Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING MINUTES
OCTOBER 23, 2023**

*Meeting audio available in Town Clerk's Office
Meetings are also available on YouTube.*

CALL TO ORDER

Mayor Danowski called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Danowski led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Danowski led a prayer.

ROLL CALL

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmembers Margaret Herzog, Phillis Maniglia, and Marianne Miles, Town Manager Francine L. Ramaglia, Town Attorney Glenn Torcivia, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Councilmember Maniglia noticed scribbler's error regarding Ordinance No. 2023-07 should be Ordinance No. 2023-06.

Motion was made by Vice Mayor Shorr seconded by Councilmember Herzog to approve the agenda as is with the correction to Ordinance No. 2023-07 to Ordinance No. 2023-06; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was a public comment from Cassie Suchy.

REGULAR AGENDA AND PUBLIC HEARING

1. Consideration of **Ordinance No. 2023-07 06** on second reading adopting Revised Recreational Vehicle Program Requirements.

There were public comments made by Paul Coleman, John Havens, Ken Johnson, Todd McLendon, Brian McNeil, Minish Sood, Cassie Suchy, and Town Clerk Burch read the from the following into the record Anita Brady, Jodi Jensen, Evelio Santos, and Diane Laudadio.

Town Manager Ramaglia stated that in 2020 Ordinance 2020-07 was passed and due to that ordinance, it has been hard to enforce that Ordinance. She continued to state why the RV ordinance has been brought back to the Town Council for modifications. She stated that this ordinance was done to address the current issues in which this ordinance has caused. She then presented Kaityn Forbes. Kaityn Forbes presented the update and Forbes Ordinance No. 2023-06.

Vice Mayor Shorr stated that the RV ordinance has been in effect since 2020, he also asked about the notification to the public regarding the RV ordinance. Town Manager Ramaglia responded to his question. He also continued to give his view on the ordinance. Stated that this is not just about equestrians. It's been around, it has benefits.

Councilmember Maniglia stated that this has nothing to do with agricultural but greed, has to do with people who sit on our dais that doesn't understand. She continued to express her views on this topic.

Councilmember Miles stated that we have been discussing RVs for a long time. Lot of false accusations and rumors that has gone on out here.

Councilmember Herzog stated she has difficulty with the number of RVs that are being proposed, doesn't want to be surrounded by 5 acres who could have up to 4 RVs. Feels we should go back to 2. Not let random people come in to do random things with water, sewer, etc. no more than 2 on 10 acres. If we are trying to accommodate equestrians -they knew they couldn't do it in Wellington, why are they doing it here. She feels this ordinance needs to be looked into some more. She is currently not in favor of.

Mayor Danowski asked about vacant lot in the RV ordinance. Ms. Forbes responded. Asked has any revision been done to the RV application. Ms. Forbes stated that it will not be done until after passing the ordinance. Mayor Danowski commented on the need of quarters for a loved one, she completely agrees with this. Wants Code Enforcement to monitor this, there is still a need for additional changes, yes. She then told a story.

Vice Mayor Shorr stated the way he understood it that you pay 250.00 to get your site improved by the Building Official, when the RV comes in you have to pay a 100.00 fee, it is a two-step process. The way the ordinance is written it starts when the tenant gets here. He comments on page 5 last sentence double of (one needs to be stricken). He wanted a clear definition of yard or set back. Ms. Forbes responded. Town Manager Ramaglia stated there is no reference only yard sales.

Each Town Councilmember gave their individual suggestions of how they feel that the size of the acreage should be for the number of RVs to be on the property. There continued to be discussions among the Town Council regarding the changing of Ordinance No. 2023-06.

Motion was made by Vice Mayor Shorr seconded by Mayor Danowski to approve Ordinance No. 2023-06 on second reading repealing Section 20-50 "Recreational Vehicles" of Article

20- “Residential Zoning Districts” and establishing Article 92 “Recreational Vehicles” within Part III “Supplemental Regulations” within the Unified Land Development Code with the correction of the four scribbler’s error, changing the chart to 1to 2.91 acres (1 RV), greater 2.9 to 4.82 acres (2 RVs), and greater 4.9 up to four seasonal , ; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr. Nays: Councilmembers Herzog and Maniglia. Motion failed 3-2.

Motion was made by Councilmember Miles seconded by Mayor Danowski to approve Ordinance No. 2023-06 on second reading repealing Section 20-50 “Recreational Vehicles” of Article 20- “Residential Zoning Districts” and establishing Article 92 “Recreational Vehicles” within Part III “Supplemental Regulations” within the Unified Land Development Code with the correction of the four scribbler’s error, changing the seasonal permit chart to 1 acre (1 RV), 2 to 4.8 acres (2 RVs), and greater 4.9 (4 RVs) ; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr. Nays: Councilmembers Herzog and Maniglia. Motion failed 3-2.

Town Manager Ramaglia asked for clarification on direction from the Town Council. She asked so will we now actively enforce the existing RV ordinance from 2020-07 without any change in the fee or the application. Mayor Danowski responded by stating enforce the old one, no application change, no fee changes and then she asked about enforcement. Town Manager Ramaglia responded that this is complaint driven. There continued to be discussion among the Town Council and Town Manager.

DISCUSSION

2. Presentation regarding the new Form 6 reporting requirements for elected officials.

Town Attorney Torcivia presented the item regarding the Form 6 reporting requirement for elected officials and its impact. There was discussion between the Town Council and Town Staff.

There was a public comment made by Cassie Suchy. Town Attorney Torcivia responded.

TOWN STAFF COMMENTS

Town Manager

No comment.

Town Attorney

No comment.

Public Works Director

Larry Peters presented the item to the Town Council.

Vice Mayor Shorr asked if this presentation was about roads or culverts, then he asked about 161st N., and the emergency culvert on Lakeside. Mr. Peters responded. There continued to be discussion between the Vice Mayor Shorr and Town Staff.

Councilmember Maniglia asked for the pricing on Collecting Canal. She asked Town Manager Ramaglia where this money would come from, Ms. Ramaglia responded. She asked a question

from a resident- she stated that the gentleman stated he owned up until the middle of the road and doesn't want road paved. Ask does he has all easements for west G and Folsom. There continued to be discussion between the Town Council and Mr. Peters.

Councilmember Miles asked if you have a private or Town bridge culvert are you allowed to have it be overgrown with trees and vegetation into or around the culvert. Mr. Peters responded that it should be maintained. There continued to be discussion between Councilmember Miles and Mr. Peters.

Mayor Danowski asked what the protocol is to recover fill that has fallen into canal where banks restored that's now sitting in the bottom of canals as a blockage. Mr. Peters responded. There continues to be discussion between the Mayor and Mr. Peters.

There continued to be discussion from the Town Council and Town Staff.

Town Clerk

Asked the Town Council would they consider going to one meeting per month. There was discussion among them. Then it was decided that starting November they would go to one meeting per month.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Happy with the turnout of tonight's meeting, appreciate the people who came out tonight.

Marianne Miles (Seat 3)

- Disappointed about tonight's outcome regarding the RV ordinance.

Marge Herzog (Seat 5)

- Landowners will have a meeting this Thursday and will have a representative from the South Florida Water Management District.

Vice Mayor Robert Shorr (Seat 4)

- Stated that he shouldn't be surprised by the outcome.

Mayor Laura Danowski (Seat 2)

- Thanked everyone for attending the meeting but was disappointed with the outcome of the RV ordinance.

ADJOURNMENT

The workshop was adjourned at 6:51 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Marge Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
DECEMBER 5, 2023**

*Meeting audio available in Town Clerk's Office
Meetings are also available on YouTube.*

CALL TO ORDER

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

PRESENT

Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peters, Incoming Public Works Director Richard Gallant, and Town Clerk Burch.

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Paul Coleman, Ken Johnson, Teri Mitze, Todd McLendon, Brian McNeil, Matt Rhinehole, and Virginia Standish.

Mr. Ken Johnson spoke about the following: CERT Team (Community Emergency Response Team)- Mr. Johnson gave a brief overview of what CERT is, he also asked for volunteers. He announced that the next meeting will be held on January 4, 2024, at 7:30 p.m. at the Palms West Presbyterian Church located at 13689 Okeechobee Blvd. Loxahatchee Groves, FL 33470. He also spoke about the cross section at B Road and Southern Blvd.

Virginia Standish asked what the update on the culvert damaged by FPL is, she also spoke about commercial on Southern Blvd.

Mr. Peters responded to Ms. Standish's question regarding culverts damage. Town Manager Ramaglia also responded.

Councilmember Maniglia commented on Ms. Standish issue regarding the handicap spot. Town Manager Ramaglia also commented on the topic.

Councilmember Miles stated that she said at the meeting she asked who governs the signs. Town Manager Ramaglia responded.

Paul Coleman spoke about newer vice president of the Loxahatchee Groves Homeowners Association form in January to use Town Hall Chambers. Town Manager Ramaglia responded. Councilmember Herzog asked for any information on December 18th, will be having their X mas.

Todd McLendon asked about signs in the right a-way on Okeechobee Blvd.

Brian McNeil spoke congregated the Public Works Department and Solar Sport, spoke about the safety on B Road edges that are collapsing.

Ken Johnson additional comment about FPL.

Terri Missy- reprehensive of Rick Roth stated Rick Roth's statement was read into the record.

Mr. Rhineholes -Comm

ADJOURNMENT

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Councilmember Marge Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES**

DECEMBER 5, 2023

Meeting audio available in Town Clerk's Office- there were some technical difficulties during the recording of meeting.

Meetings are also available on YouTube.

CALL TO ORDER

Mayor Danowski called the meeting 6:32 p.m.

PLEDGE OF ALLEGIANCE

Mayor Danowski led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Danowski led a prayer.

ROLL CALL

Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peters, Incoming Public Works Director Richard Gallant, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Vice Mayor Shorr asked if items 11 and 13 be moved to be heard after the presentation. Councilmember Maniglia asked a question regarding second reading ordinance being under Discussion. Town Staff responded that it was a heading mistake and Town Manager Ramaglia stated the correction. There was discussion about the order of the agenda.

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to approve the modification of the agenda as follows items 1 and 2 followed by items 11 and 13, then continue agenda as is it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

PRESENTATION

1. Presentation from the Gehring Group updating of the Town's insurance for employees.

Melissa Morley from the Gehring Group presented the item to the Town Council regarding the renewal of the employee's health and insurance benefits.

It was asked by Mayor Danowski to Town Attorney could Resolution No. 2023-83 be pulled from the Consent Agenda and be approved. Town Attorney Lenihan responded, yes.

Resolution No. 2023-83 was pulled from the Consent Agenda and voted on.

2. Presentation of the FY22 Audit from Caballero, Fierman, Llerena, & Garcia, LLP.

Fierman presented the item to the Town Council by going through the audit for the FY 22 year. He also thanked the Town Council for the opportunity to be their auditor.

Councilmember Herzog asked about the controls. Chris Wallace from Munilytics responded to Councilmember Herzog's question. She also asked about the Policy and Procedures Manual. Town Manager Ramaglia responded. She asked about bank reconciliations, journal entry, and closing. Mr. Wallace responded.

Vice Mayor Shorr asked when the next audit will be coming out. Mr. Wallace responded March.

Councilmember Maniglia asked if this is not a final draft. Mr. Fierman responded. Mayor Danowski thanked Mr. Fierman. She then asked what the importance of the audit is. Mr. Fierman responded to her question.

CONSENT AGENDA

3. Consideration of approval of Meeting Minutes.
 - a. August 1, 2023 Community Open Discussion Meeting Minutes
 - b. August 1, 2023 Town Council Regular Meeting Minutes
 - c. August 23, 2023 FY 24 Budget Workshop Meeting Minutes
 - d. November 7, 2023 Community Open Discussion Meeting Minutes
 - e. November 7, 2023 Town Council Meeting Minutes
4. Consideration of **Resolution No. 2023-82** amending Resolution No. 2022-48 regarding employment terms including accrual and carryover of paid time off.
5. Consideration of **Resolution No. 2023-83** authorizing Town employee's health and insurance benefits for 2024. **PULLED FROM CONSENT TO BE VOTED ON AFTER PRESENTATION ITEM # 1**

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

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve Resolution No. 2023-83 authorizing Town employee's health and insurance benefits for 2024; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

6. Consideration of **Resolution No. 2023-85** approving ingress/egress easement to facilitate construction of culvert bridge at A Road and 161st.

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to approve the Consent Agenda items 2a, b, c, d, and e, 4, and 6; it voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

7. Consideration of **Resolution No. 2023-80** approving Removal of Specimen Trees at 3556 B Road.

Councilmember Miles recused herself due to living on B Road.

Mr. James Fleischmann presented the item to the Town Council by giving them an update on the changes made since the last meeting. Vice Mayor Shorr thanked Ms. Brady for saving some of the mature trees.

Motion was made by Vice Mayor Shorr seconded by Councilmember Herzog to approve Resolution No. 2023-80 approving removal of Specimen Trees at 3556 B Road it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog and Miles. Motion passed 4-0. Councilmember Miles abstained.

8. Consideration of **Resolution No. 2023-81** approving Removal of Specimen Trees at 14120 6th Court.

Mr. James Fleischmann presented the item to the Town Council by giving them an update on 14120 6th Court. There was discussion among the Town Council and Town Staff and Mr. Hayes.

There were public comments by Katie Edward Walphe and Mr. Hayes.

Motion was made by Mayor Danowski seconded by Councilmember Herzog to approve Resolution No. 2023-81 approving removal of Specimen Trees at 14120 6th Court it was voted as follows: Ayes: Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Vice Mayor Shorr. Councilmember Maniglia abstained.

PUBLIC HEARING

9. Consideration of **Ordinance No. 2023-08** on first reading revising the Building Code.

Town Attorney Lenihan read Ordinance No. 2023-08 on second reading.

Jacek Tomaski, the Building Official presented the item to the Town Council regarding the revising of the Building Code. There was discussion among the Town Council, Building Official and Town Staff.

There were public comments made by Paul Coleman and Virginia Standish.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Shorr to approve on first reading Ordinance No. 2023-08 revising the Building Code; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

10. Consideration of **Ordinance No. 2023-13** on second reading amending election for date and vacancies.

Town Attorney Lenihan presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on second reading Ordinance No. 2023-13 amending elections for date and vacancies; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

11. Consideration of **Ordinance No. 2023-15** on second reading on Agricultural and Agritourism. **MOVED TO BE HEARD AFTER ITEM PRESENTATIONS.**

Town Attorney Lenihan read the Ordinance into the record. She also gave a brief update on the changes to the Ordinance.

Mayor Danowski asked what the handout was given out. Town Manager Ramaglia responded.

There were public comments made by the following: Teri Mitze representative for Florida House Representative Ric Roth, Sara Baxter, District 6 Palm Beach County Commissioner, Mark Rhinehole, Darrin and Jodi Swank, Virginia Standish, Cassie Suchy, Manish Sood, Liza Corazo and Marty Holman, Cheri Reed, Joseph Chammas, and Todd McLendon.

Mayor Danowski asked for the Town Council to consider the following: create and AD Hoc Committee to be created, Town Councilmember appoint one member, cancel 2nd reading and bring back. The Town Council individuals gave their thoughts and opinions regarding Mayor Danowski's request. Commissioner Baxter addressed the Town Council with her suggestion of how the Town Council should proceed with approving Ordinance No. 2023-15. Mayor Danowski asked how to proceed. Town Attorney Lenihan responded.

There was consensus made by the Town Council to have an Ad Hoc Committee regarding Agritourism allowing each Town Councilmember to appoint a member.

Motion was made by Councilmember Maniglia to deny the second reading of Ordinance No. 2023-15 seconded by Councilmember Herzog; she then changed her motion to approve on second reading on Ordinance No. 2023-15 regarding Agricultural and Agritourism seconded by Councilmember Herzog it was voted as follows: Ayes: None. Nays: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion failed 0-5.

Motion was made by Mayor Danowski seconded by Councilmember Miles to remove Councilmember Maniglia from the bench for disruptive behavior; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmember Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

DISCUSSION

12. Discussion of Comprehensive Plan (EAR).

James Fleischmann, Town Planning Consultant, presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

There were public comments made by the following: Paul Coleman, Katie Edwards-Walpole, Virginia Standish, and Cassie Suchy.

Councilmember Miles asked about why special properties in the Comp Plan. Town Attorney Lenihan responded to her question.

There was consensus by the Town Council to schedule a workshop to discuss the next version.

13. Discussion regarding Roadway and Drainage update. **MOVED TO BE HEARD AFTER ITEM 11 WHICH WAS MOVED TO BE HEARD AFTER PRESENTATIONS.**

Jeff Kurtz presented the item to the Town Council and asked the Town Council to give the Town Manager and Town Attorney the authorizing any change orders that will be needed. Town Attorney Lenihan also commented on this.

Vice Mayor Shorr stated that if a deduction doesn't need Town Council approval. Town Attorney Lenihan responded to Vice Mayor Shorr's question. Vice Mayor Shorr asked Town Manager do we have 40, 000 that could be approved tonight. Town Manager Ramaglia stated that it could be done but doesn't know where it would come from. There was discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Shorr seconded by Councilmember Miles to allot and additional \$40,000.00 and necessary time extension for J. W. Cheatum to complete E Road, Folsom, 25th and G West as much as these easements will allow and give authorization to the Town Manager and Town Attorney to execute; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Councilmember Maniglia asked why these roads are being stuck on. Mr. Kurtz responded.

Mr. Kurtz stated that Collecting Canal- contract will be done by WBI to do the work.

Town Manager Ramaglia introduced the new Public Works Director Richard Gallant to the Town Council. Thanked Larry for his service to the Town. Mr. Gallant introduced himself.

TOWN STAFF COMMENTS

Town Manager

- Announced that she was happy to see Commission Baxter was still in audience.
- Spoke on the Town opposition on the annexation and thanked Commissioner Baxter for her help.

Town Attorney

No comment.

Public Works Director

- Mr. Peters addressed the Town Council
- Introduction of new Public Works Director- Richard Gallant

Town Clerk

- Town Clerk spoke about the upcoming Holiday Parade: Working on the float will be this Saturday, December 9th from 9:00 - until
- The Holiday Parade will be held on December 10th. Information has been sent to the Town Council.
- Holiday Gratitude Basket will be given out on December 15th- we are accepting donations and taking names. Please send in names to receive the basket.
- Announce resignation.

TOWN COUNCILMEMBER COMMENTS

Councilmember Margaret Herzog (Seat 5)

- Nice to see bank mowers out cleaning the breams.
- Happy Holidays

Councilmember Phillis Maniglia (Seat 1)

- Not the weakest link.
- Happy Holiday
- Thanked Mr. Peters and Ms. Burch

Councilmember Marianne Miles (Seat 3)

- Happy Holidays, thanks for kind words, thanks 2024 will be better.
- Spoke about overgrown grass.
- Told Mr. Peters and Town Clerk Burch that they will be missed.

Vice Mayor Robert Shorr (Seat 4)

- The Agritourism committee-gave names to Francine, Elizabeth, Town Attorney will have resolution done.
- Thanked Mr. Peters for his hard work, kicked butt. Great to have a new Director. Great to see a Building Official, Town Manager Ramaglia responded.
- Things are moving forward bumped up reserves.
- Spoke about the mower being out.
- Excited to see paving machine coming to Town.
- Staff have done great work on.

Mayor Laura Danowski (Seat 2)

- Thanked Town Clerk stating she (Town Clerk) will be missed. She also addressed Mr. Peters, Public Works Director and thanked him for his service.
- Spoke about her time visiting elementary school.
- Stated that she loves what she does. Thanked staff.
- Happy Holiday

ADJOURNMENT

The workshop was adjourned at 10:00 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

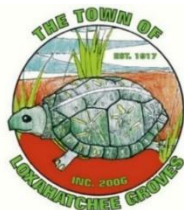
Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Marge Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING
DECEMBER 18, 2023**

*Meeting audio (started at 3:04 p.m.) available in Town Clerk's Office
Meetings are also available on YouTube.*

CALL TO ORDER

Mayor Danowski called the meeting to order at 3:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Danowski led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Danowski led a prayer.

ROLL CALL

Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia (arrived at 3:03 p.m.), and Miles. Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peters, Incoming Public Works Director Richard Gallant, and Town Clerk Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was a public comment made by Cassie Suchy.

Councilmember Maniglia asked the Town Attorney if we called a special meeting to handle the Ad Hoc Agritourism committee why were there other items placed on the agenda. Town Manager Ramaglia responded to her question. Councilmember Maniglia expressed her frustration about the meeting having additional items on the agenda and the time of the meeting. Town Manager Ramaglia responded to her concerns.

CONSENT AGENDA

Vice Mayor Shorr asked if 1a, and 1f could be removed from the Consent Agenda. Councilmember Maniglia asked if items 4 and 5 could be removed from the agenda. It was stated that we were currently on the Consent Agenda and would discuss when those items were up for discussion.

1. Consideration of approval of Meeting Minutes.
 - a. May 16, 2023 Community Open Discussion Meeting Minutes-
Pulled from Consent Agenda

- | | |
|---------------------|--|
| b. May 16, 2023 | Town Council Workshop Meeting Minutes |
| c. June 6, 2023 | Attorney Client-Closed Session Meeting Minutes |
| d. June 6, 2023 | Community Open Discussion Meeting Minutes |
| e. June 6, 2023 | Town Council Regular Meeting Minutes |
| f. December 5, 2023 | Community Open Discussion Meeting Minutes- |

Pulled from Consent Agenda

Motion was made by Vice Mayor Shorr seconded by Councilmember Miles to approve items 1b, c, d, and e; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Vice Mayor Shorr stated that there were corrections that should be made on items 1a and f.

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to approve items 1a and f with corrections; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

2. Consideration of *Resolution No. 2023-87* agreement with the Palm Beach County Supervisor of Elections for the 2024 Municipal Election Vote Processing Equipment use and Election Services.

The Town Attorney presented the item to the Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2023-87 agreement with the Palm Beach County Supervisor of Elections for the 2024 Municipal Election Vote Processing Equipment use and Election Services it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

3. Consideration of *Resolution No. 2023-86* establishing the Agritourism Committee.

Town Attorney Lenihan presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

There was a public comment made by Cassie Suchy.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Shorr approving Resolution No. 2023-86 establishing the Agritourism Committee with the two corrections; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

DISCUSSION

4. Discussion and update on Annexation.

Town Manager Ramaglia presented the item to the Town Council regarding the status of the annexation. There was discussion among the Town Council and Town Staff.

There was a public comment made by Cassie Suchy. Town Manager Ramaglia responded to Ms. Suchy comment.

Mayor Danowski asked the difference between volunteer and non-volunteer annexation. Town Manager Ramaglia responded. There was discussion among the Town Council and Town Staff.

5. Discussion and update on Road and Drainage.

Town Manager Ramaglia presented the item to the Town Council regarding Roadway and Drainage update. Town Manager Ramaglia asked the Town Council would they be in favor of increasing her spending authority to 100,000 so that necessary roadway and drainage could be completed within the next 60 days. There was continued discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Shorr seconded by Councilmember Maniglia to extend the Town Manager's purchasing authority of 25,000 dollars to 100,000 dollars for the next 60 days on projects related to roadway and drainage; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN STAFF COMMENTS

Town Manager

- Happy Holidays.

Town Attorney

- Happy Holidays.

Public Works Director

- Merry Christmas

Town Clerk

- Happy Holidays.
- Spoke about if Town Council resignation.
- Announced the Town wining the **BEST OF SHOW** in the Central Palm Beach County Chamber of Commerce/Hispanic Chamber of Commerce of Palm Beach County

TOWN COUNCILMEMBER COMMENTS

Councilmember Margaret Herzog (Seat 5)

- Happy Holidays

Councilmember Phillis Maniglia (Seat 1)

- Review dais decorum at the next meeting.
- Happy Holidays

Councilmember Marianne Miles (Seat 3)

- Happy Holidays

Vice Mayor Robert Shorr (Seat 4)

- Thanked staff for working.
- Gratitude baskets- thanked Florida Crystals, McCoy Honey, and all others who donated.
- Potholes
- Happy Holidays
-

Mayor Laura Danowski (Seat 2)

- Speaking at the podium is not noise.
- Gratitude basket.
- Spoke about Jr. Achievement- H. L. Walkins

ADJOURNMENT

The workshop was adjourned at 4:36 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Councilmember Marge Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #2

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry A. Peters, P.E. Director of Public Works

VIA: Francine Ramaglia, Town Manager

SUBJECT: Consideration of *Resolution No. 2024-01* approving a Lease purchase of ILF Aspen from Energreen America.

Background:

Staff is proposing the acquisition of an ILF Aspen from Energreen America for a price of \$239,346.46. The ILF Aspen is a tractor that will enhance the Town's capability to maintain and mow canal banks and other areas adjacent to roadways within the Town. The acquisition will be funded through lease purchase payments of \$90,476.68 per year for three years. The total interest paid will be \$32,083.58 over the course of the agreement, which is an effective interest rate of 6.56 percent. The pricing is based on quotes awarded under the Florida Sheriff's Association Contract FSA 23-EQU21.0. This acquisition was discussed and budgeted for during the Council's approval of the FY24 budget.

The ILF Aspen's base price under the FSA contract is \$210,449.77. The base price does not include any mowing and cutting equipment. The additional \$28,996.69 is for a 50" mower deck setup, bringing the total price for the machine and cutting equipment to \$239,346.46.

When this item was discussed as a part of the budget, the annual payments were estimated to be \$84,000 per year. This proposal has an improved setup which will allow the staff maintain all the canal banks, cut back branches and mulch the debris. The previous setup (Flail head) will only cut grass and as the Council is aware our canals have mostly large weeds and trees, therefore a 50" mower deck is needed and with that comes Lexan safety glass for rotary head. which will better address the small brush and trees that can be found on some of the canal banks. In addition, interest rates have increased over the last 6 months, compared to when the acquisition was originally priced.

The leasing documents attached to the resolution were prepared in anticipation of a possible Council approval of this matter on December 18, 2023, and will be revised to reflect 2024 dates once Council has approved the item. The substantive numbers in the documents establishing interest rates and payments due will not change and accurately reflect the transaction.



155 F Road Loxahatchee Groves, FL 33470

Here is a link demonstrating the Aspen ILF's capabilities. <https://en.energgreen.it/green-maintenance-machines-energgreen/ilf-self-propelled-hydrostatic-machines/ilf-aspen-professional-brushcutter/>

Recommendations:

Move that Town Council adopt *Resolution 2024-01* approving the purchase and financing of the ILF Aspen.

RESOLUTION NO. 2024-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF EQUIPMENT THROUGH COOPERATIVE PURCHASE WITH THE FLORIDA SHERIFF'S OFFICE CONTRACT FSA 23-EQU21.0 EQUIPMENT; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE FINANCING OF THE PURCHASE FOR A TERM NOT TO EXCEED 36 MONTHS WITH LEASING 2, INC.; AUTHORIZING THE TOWN MANAGER 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 TO ENDORSE REMITTANCES FOR INSURANCE AND EQUIPMENT SALE OR LEASE PROCEEDS; 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)(6) of the Town's Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

WHEREAS, the Florida Sheriff's Association (FSA) in association with the Florida Association of Counties offers statewide cooperative purchasing contracts on a variety of vehicles, equipment and services; and

WHEREAS, the Town is in need of a tool carrier with rotary mower; and

WHEREAS, Energreen America has ILF Aspen self-propelled tool carrier equipped with a boom design and a 50 inch rotary mower available through the FSA 23-EQU21.0 Equipment cooperative purchasing contract; and

WHEREAS, Section 2-133(b)(6) of the Town’s Purchasing Code permits the Town to purchase from the FSA 23-EQU21.0 Equipment cooperative purchasing contract without competitive bidding or proposals; and

WHEREAS, the FSA 23-EQU21.0 Equipment cooperative purchasing contract provides for purchase through the program by issuance of a purchase order for the desired goods and services; and

WHEREAS, the Town Council finds purchase of the ILF Aspen self-propelled tool carrier equipped with a boom design and a 50 inch rotary mower from Energreen America through the FSA 23-EQU21.0 Equipment cooperative purchasing contract serves a valid public purpose and is consistent with the Town’s Purchasing Code; and

WHEREAS, the Energreen America works directly with Leasing 2, Inc. to provide financing to its customers to utilize a lease-purchase option; and

WHEREAS, Section 2-133(b)(11) of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services without utilizing a sealed competitive method or obtaining written quotes where Town Council declares by at least a four-fifths affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the Town; and

WHEREAS, the Town Manager does not believe the Town could get better prices for the financing if the Town procured them itself; and

WHEREAS, the Town Manager recommends that the Town Council authorize financing purchase of the Equipment through Leasing 2, Inc. in the amount of \$239,346.46 for a term not to exceed thirty-six (36) months, as described in Exhibit “B”, attached hereto; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to finance the purchase of the ILF Aspen self-propelled tool carrier equipped with a boom design and a 50 inch rotary mower from Energreen America through Leasing 2, Inc. as described in Exhibit “A”, attached hereto, and as set forth herein.

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 purchase the ILF Aspen self-propelled tool carrier equipped with a boom design and a 50 inch rotary mower from Energreen America, as described in Exhibit “A”, attached hereto, through the FSA 23-EQU21.0 Equipment cooperative purchasing contract by issuance of a purchase order under the terms of that cooperative purchasing contract. The Town Manager is authorized to execute any and all documents to implement the purchase, in forms acceptable to the Town Manager and Town Attorney.

Section 3. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to finance the purchase of the ILF Aspen self-propelled tool carrier equipped with a boom design and a 50 inch rotary mower for a term not to exceed thirty-six (36) months through Leasing 2, Inc., as described in Exhibit “B”, attached hereto. The Town Manager is authorized to execute any and all documents to implement the financing, in forms substantially similar to those attached in Exhibit “B” and acceptable to the Town Manager and Town Attorney.

Section 4. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town Manager to endorse remittances for insurance and equipment sale or lease proceeds related to the lease-purchase authorized by this Resolution.

Section 5. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 6. 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>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia

**Exhibit “A”
Description of Equipment (Quote)**

**Exhibit “B”
Equipment Financing Documents**



December 14, 2023

Sent via Email: elenihan@torcivialaw.com
publicworkscoordinator@loxahatcheegrovesfl.gov

Town of Loxahatchee Groves

Re: Financing for an Energreen Aspen Utility Vehicle

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
- Amendment to Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit A – Resolution of Governing Body Extract of Minutes**
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- Exhibit B – Opinion of Lessee's Counsel – This will need to be revised with new Agreement date**
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- Exhibit C – Certificate as to Arbitrage**
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit D – Description of Equipment**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit E – Payment Schedule**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit F – Acceptance Certificate**
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- Exhibit G – Essential Use/Source of Funds Letter**
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.

- Exhibit H – Designation of Bank Qualification**
 - Signed and dated by Lessee’s authorized signatory.
- Exhibit I – Notice and Acknowledgement of Assignment**
 - Signed and dated by Lessee’s authorized signatory.
- Insurance Coverage Requirement**
 - Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- Billing Information**
 - Enter all of the requested information.
- Customer Identification Program Organized Entity**
 - Enter all of the requested information.
 - Signed by Lessee’s authorized signatory.
- Escrow Agreement**
 - Signed by Lessee’s authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
 - We will email you this form for signature after the lease is funded.
- Escrow Disbursements**
 - Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: DECEMBER 21, 2023

Email/fax to:
 Donna Womack
dwomack@leasing2.com
 Phone: (813) 258-9888, Ext. 14

Overnight to:
 Leasing 2, Inc.
 1720 W. Cass St.
 Tampa, FL 33606

Alternate contact:
 Rick Carney
rcarney@leasing2.com
 Phone: (813) 258-9888, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
Town of Loxahatchee Groves
245 W D Road
Loxahatchee Groves, FL 33470

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of December 20, 2023

This Lease-Purchase Agreement (the "Agreement") dated as of **December 20, 2023** by and between **Leasing 2, Inc.** ("Lessor"), and **Town of Loxahatchee Groves** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

By: _____

Title: _____

Date: _____

LESSEE: Town of Loxahatchee Groves

By: _____

Title: Francine Ramaglia
Town Manager

Date: _____

AMENDMENT TO LEASE-PURCHASE AGREEMENT

This Amendment to Lease-Purchase Agreement (this “Amendment”) amends and supplements that certain Lease-Purchase Agreement dated as of the 20th day of December 2023, including all Exhibits thereto (collectively, the “Agreement”) by and between **Leasing 2, Inc.** (“Lessor”, “we”, “us” or “our”) and **Town of Loxahatchee Groves** (“Lessee”, “you” or “your”).

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Agreement to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Agreement.
2. Article IV, Lease Term, Section 4.02, Termination of Lease Term, of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.02. Termination of the Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
- (b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
- (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII;
- (d) Payment by Lessee of all Rental Payments and any other sums that may come due by Lessee under the lease (including, without limitation, Late Fees) authorized or required to be paid by Lessee hereunder through the full lease term;
- (e) Lessor is found to have been placed on the scrutinized companies that boycott Israel List, or is engaged in a boycott of Israel, as provided in Section 287.135(3)(b); or
- (f) Upon Lessee's good faith belief that Lessor has knowingly violated Section 448.09(1), Florida Statutes, as provided in Section 448.095(2)(c), Florida Statutes.”

3. Article IV, Lease Term, Section 4.03, Return of Equipment on Termination, of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.03 Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to make the Equipment available to Lessor at the Equipment location identified in Exhibit D hereto. All expenses resulting from the return of Equipment on termination will be borne by Lessee.”

AMENDMENT TO LEASE-PURCHASE AGREEMENT
Town of Loxahatchee Groves

4. Article VI, Rental Payments, Section 6.02, Payment of Rental Payments, of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.02 Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. As between Lessor and Lessee, Lessee shall be responsible for any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.”

5. Article VI, Rental Payments, Section 6.08, Late Charges, of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.08 Late Charges. Lessee shall make payments and be subject to late fees pursuant to the Local Government Prompt Payment Act, set forth in Chapter 218, Part VII, Florida Statutes. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.”

6. Article XII, Assignment, Subleasing, Indemnification Mortgaging and Selling, Section 12.03, Lessee Negligence, of the Agreement is hereby deleted in its entirety and replaced with the following:

“12.03 Lessee Negligence. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. Nothing herein shall be construed as Lessee's waiver of sovereign immunity as afforded by the Florida Constitution or Section 768.28, Florida Statutes, nor as Lessee's consent to be sued by third parties. The provisions and limitations set forth in Section 768.28, Florida Statutes, shall apply to Lessee's liability under this Agreement to claims or actions arising in tort and/or in contract. The obligation of Lessee arising under this paragraph

**AMENDMENT TO LEASE-PURCHASE AGREEMENT
Town of Loxahatchee Groves**

shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.”

7. Section 15 of the Agreement is hereby added to read as follows:

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

8. Section 16 of the Agreement is hereby added to read as follows:

“16. **Public Records.** Lessor shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if a court determines that Lessor is providing services and acting on behalf of the Lessee as provided under Section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL

**AT TOWN OF LOXAHATCHEE GROVES, 155 F
ROAD, LOXAHATCHEE GROVES, FL 33470.”**

9. Section 17 of the Agreement is hereby added to read as follows:

“17. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, Lessor shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to Lessee upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Lease Agreement;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not Lessor, shall be grounds for Lessee to order Lessor immediately terminate the contract with the subcontractor; and
- G. Be aware that if Lessee terminates this Agreement under Section 448.095(2)(e), Florida Statutes, Lessor may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by Lessee as a result of termination of this Agreement.”

10. Except as expressly amended by this Second Amendment, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ___ day of _____ 2023.

LEASING 2, INC.

TOWN OF LOXAHATCHEE GROVES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: Town of Loxahatchee Groves

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Francine Ramaglia, Town Manager

(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Print Name and Title

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: Town of Loxahatchee Groves

DATE OF AGREEMENT: December 20, 2023

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **Town of Loxahatchee Groves** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **December 20, 2023** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Francine Ramaglia**, hereby certify that I am duly qualified and acting **Town Manager**, of **Town of Loxahatchee Groves** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **December 20, 2023** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$239,346.46**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$239,346.46**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **Town of Loxahatchee Groves**

By: _____
Francine Ramaglia

Title: _____
Town Manager

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Energreen Aspen Utility Vehicle, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

245 W D Road

Loxahatchee Groves, FL 33470

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Town of Loxahatchee Groves**

By: _____
Francine Ramaglia

Title: _____
Town Manager

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Town of Loxahatchee Groves
LEASE AMOUNT: \$239,346.46
COMMENCEMENT DATE: 12/20/2023
INTEREST RATE: 6.56%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	12/20/2024	\$90,476.68	\$15,709.14	\$74,767.54	\$168,790.72
2	12/20/2025	\$90,476.68	\$10,801.89	\$79,674.79	\$86,642.12
3	12/20/2026	\$90,476.68	\$5,572.55	\$84,904.13	\$0.00
Grand Totals		\$271,430.04	\$32,083.58	\$239,346.46	

LESSEE: **Town of Loxahatchee Groves**

By: _____
Francine Ramaglia

Title: _____
Town Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **December 20, 2023**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Town of Loxahatchee Groves**

By: _____
Francine Ramaglia

Title: _____
Town Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **December 20, 2023**.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **December 20, 2023**, between **Leasing 2, Inc.** and **Town of Loxahatchee Groves**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Francine Ramaglia, Town Manager

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **December 20, 2023**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Town of Loxahatchee Groves** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Town of Loxahatchee Groves**

By: _____
 Francine Ramaglia

Title: _____
 Town Manager

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Town of Loxahatchee Groves** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **December 20, 2023**, between **Leasing 2, Inc.** ("Lessor") and **Town of Loxahatchee Groves** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Town of Loxahatchee Groves** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847387
Boston, MA 02284-7387

LESSEE: **Town of Loxahatchee Groves**

By: _____
Francine Ramaglia

Title: _____
Town Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Town of Loxahatchee Groves**
245 W D Road
Loxahatchee Groves, FL 33470

RE: **INSURANCE COVERAGE REQUIREMENTS (Check one):**

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____ to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Francine Ramaglia

Title: _____
Town Manager

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: Energreen Aspen Utility Vehicle

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Town of Loxahatchee Groves**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 33-1159224

Business Structure (check one): City Government: _____ County Government: _____ Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Town of Loxahatchee Groves

By: _____
Francine Ramaglia

Its: _____
Town Manager

Internal Escrow Letter

December 20, 2023

Santander Bank, N.A.
P.O. Box 847387
Boston, MA 02284-7387

Re: Lease Purchase Agreement dated **December 20, 2023** (the "Lease") by and between: **Town of Loxahatchee Groves** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **Energreen Aspen Utility Vehicle** (the "Equipment") in the amount of **\$239,346.46** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$239,346.46** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: Town of Loxahatchee Groves

By: _____
Francine Ramaglia

Title: _____
Town Manager

Date: _____

BILL TO LOCATION:

Account:
Name:
Address:
Address 2:
City
Contact Name:
Contact No.:
Contact Email:

105-50-53-538-54440			
Town of Loxahatchee Groves Public Works			
245 West D. Rd			
Loxahatchee Groves	State: FL		Zip: 33470
Richard Gallant			
561-807-6671			
Rgallant@loxahatcheegrovesfl.gov			

SHIP TO LOCATION:

Account:
Name:
Address:
Address 2:
City
Contact Name:
Contact No.:
Contact Email:

Town of Loxahatchee Groves Public Works			
245 West D. Rd			
Loxahatchee Groves	State: FL		Zip: 33470
Richard Gallant			
561-807-6671			
rgallant@loxahatcheegrovesfl.gov			

END USER:

Sourcewell ID:
Name:
Address:
Address 2:
City
Contact Name:
Contact No.:
Contact Email:

Account # 188946			
202 12th St. NE			
P.O. Box 219			
Staples	State: MN		Zip: 56479
Dana Kahlhamer			
Office: 218-541-5368			
dana.kahlhamer@sourcewell-mn.gov			

SERVICING DEALER:

Name:
Address:
City
Contact Name:
Contact No.:
Contact Email:

Everglades Equipment Group			
13295 Southern Blvd.			
Loxahatchee	State:FL		Zip: 33470
Chad Freeman			
561-784-4000			

ORDER CONFIRMATIONS:

Advance Shipment Notices (if any):
Invoices (if different):
Warranty Registrations (if different):

Dealer Signature: _____ Date: _____

Terms & Conditions

This form must be signed unless submitting a signed PO from any Governmental Entity ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Energreen America, Inc. ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If

Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE. ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires thirty five (90) calendar days from the date issued unless sooner terminated by notice or another date is specified on the quote document

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer.

Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate or other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship.

Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any Internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas

Signature: 

Date: 12/11/2023



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3A & B

TO: Mayor and Councilmembers

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: January 9, 2024

SUBJECT: *Resolution No. 2024-02* accepting a Bill of Sale for Culvert located at 1823 & 1825 B Road; *Resolution No. 2024-03* approving Work Authorization with Johnson Davis utilizing Boynton Beach Piggyback Agreement for the 1823 B Road bridge culvert

Background:

The Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services. The Town seeks to install an bridge culvert at 1823 B Road utilizing pricing under this agreement. The scope and pricing for the bridge is attached in exhibit “A” and totals \$127,600.

While this culvert serves only two properties, there is a public purpose in taking it out and replacing it as it was damaged during Nicole and now constitutes a threat to the continued flow of waters in the canal. The owners of the adjacent properties will be providing the Town with a bill of sale transferring their ownership interest in the damaged culvert to the Town. This transfer will also allow this culvert to be used as an access point to the west side of the canal for maintenance purposes.

The Town expects the majority of the expenses associated with this bridge culvert replacement will be reimbursed to the Town through FEMA. In order to qualify for FEMA reimbursement the bridge culvert must be completed by February 23, 2024. Johnson – Davis, Inc., needs a purchase order in place to order the requisite culvert pipe for the project. The delivery of the pipe is anticipated to take 4 to 5 weeks. In order to assure delivery of the pipe and timely completion of the project it is in the best interest of the Town to approve the scope and pricing of the bridge as set forth in Exhibit A now.

Recommendations:

Item 3A - Move Approval of ***Resolution No. 2024-02*** accepting a Bill of Sale for Culvert located at 1823 & 1825 B Road.

Item 3B – Move Approval of **Resolution No. 2024-03** approving the approving Work Authorization for Johnson/Davis regarding Bridge culvert at 1823 B Road at a total cost of \$127,600.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING A BILL OF SALE FOR CULVERT LOCATED AT 1823 AND 1835 B ROAD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph W. Mott, Jr. and Scott and Nicole Bottoms, as owners of 1823 B Road, and Charles and Linette Sperrazza, as owners of 1835 B Road, have executed a Bill of Sale, in favor of the Town, for a 54 inch CMP culvert pipe and associated materials installed within the Town’s canal to the west of B Road and connecting their properties to B Road; and

WHEREAS, the Town utilizes the culvert crossing to access its maintenance easement while maintaining proper flow of water through the canal; and

WHEREAS, the said culvert pipe was damaged during Nicole and is in need of repair or replacement and continued maintenance; and

WHEREAS, the said culvert pipe needs to be increased in size to maintain proper flow of water through the canal; and

WHEREAS, the Town Council has determined that accepting the Bill of Sale for the culvert identified herein serves a valid public purpose.

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

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

Section 2. The Town Council accepts the Bill of Sale identified herein.

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

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

Section 5. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution. Council Member

seconded the motion, and upon being put to a vote, the vote was as follows:

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

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that **Joseph W. Mott, Jr.**, a single man, and **Scott Bottoms and Nicole Bottoms**, husband and wife, as owners of 1823 B Road, and **Charles Sperrazza and Linette Sperrazza**, husband and wife, as owners of 1835 B Road, (collectively, "Seller") for an in consideration of the sum of Ten and No/100 (\$10.00) lawful money of the United States, to it paid by the **Town of Loxahatchee Groves**, a municipal corporation of the State of Florida, 155 F Road, Loxahatchee Groves, Palm Beach County, Florida 33470, ("Buyer") the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Buyer, its successors and assigns, the following goods and chattels:

A 54 inch CMP culvert pipe that is 26 linear feet long and associated materials, including but not limited to, rip-rap and end wall located within and across the canal west of B Road and east of the properties located at 1823 B Road, and 1835 B Road within the Town of Loxahatchee Groves, Florida, serving as a driveway connection between those properties and B Road

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

AND, Seller does, for itself and its executors, administrators, successors and assigns covenant to and with the Buyer, its successors and assigns, that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell the same aforesaid, and that Seller will warrant and defend the sale of the said property, goods and chattels hereby made, unto the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of _____, 20____.

WITNESSES:

SELLER:

Witness 1 Signature

Joseph W. Mott, Jr.

Witness 1 Print Name

Witness 2 Signature

Witness 2 Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by Joseph W. Mott, Jr., who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

(stamp)

Print Notary Name:_____

WITNESSES:

SELLER:

Witness 1 Signature

Scott Bottoms

Witness 1 Print Name

Witness 2 Signature

Nicole Bottoms

Witness 2 Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by Scott Bottoms and Nicole Bottoms, who are personally known to me or who have produced as identification Driver's License # _____ or (other identification) (describe) _____.

(stamp)

Print Notary Name:_____

WITNESSES:

SELLER:

Witness 1 Signature

Charles Sperrazza

Witness 1 Print Name

Witness 2 Signature

Linette Sperrazza

Witness 2 Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by Charles Sperrazza and Linette Sperrazza, who are personally known to me or who have produced as identification Driver's License # _____ or (other identification) (describe) _____.

(stamp)

Print Notary Name: _____

BUYER:

Town of Loxahatchee Groves, a municipal corporation of the State of Florida

ATTEST:

Town Clerk

Francine L. Ramaglia, Town Manager

Approved as to Form and Legal Sufficiency:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 1823 B ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2022-75, adopted by Town Council on November 1, 2022, the Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems (Agreement); and

WHEREAS, the term of the Contract was renewed by the City of Boynton Beach for a term beginning May 8, 2023 and ending May 7, 2024; and

WHEREAS, by Resolution No. 2022-75, Town Council gave authorization to utilize the Contract so long as it remains in effect, including renewals or extensions and gave authorization for the Mayor to execute any and all documents to implement the use of the Contract; and

WHEREAS, the Town and the vendor entered into an Amendment on August 7, 2023, extending the term of the Agreement through May 7, 2024, consistent with the terms of Resolution No. 2022-75; and

WHEREAS, the Town is in need of goods and services for the installation of a bridge culvert at 1823 B Road, as stated in the Purchase Requisition Form attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Town Council has determined that utilizing its agreement with Johnson-Davis, Inc. to perform the work serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to utilize its Agreement with Johnson-Davis, Inc. utilizing pricing under Boynton Beach BID No. 019-2821-19/IT for installation of a bridge culvert at 1823 B Road and approves the Purchase Requisition Form attached hereto as Exhibits “A”.

Section 3. The Mayor is authorized to execute any and all documents to implement the Purchase Requisition Form attached hereto by the Town, including letter agreements and addenda, in forms acceptable to the Town Manger and Town Attorney. The Town manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

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

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Laura Danowski

Vice Mayor Robert Shorr

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia

JOB NAME: 1823 B ROAD RIP RAP BAGS

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,500.00	6,500.00
	CLEARING AND GRUBBING	1.00	LSU	6,500.00	6,500.00
	MOT	1.00	LSU	1,000.00	1,000.00
	96" CAP	40.00	LF	1,400.00	56,000.00
	RIP RAP HEADWALL W/FLARE	72.00	CY	675.00	48,600.00
	EMBANKMENT	80.00	CY	35.00	2,800.00
	SOD	400.00	SY	8.00	3,200.00
	8" LIMEROCK ENTRANCE	100.00	SY	30.00	3,000.00
					\$ 127,600.00

Residential traffic to B Road will be off Okeechobee on West side of canal.
 B Road to be closed for 7 days.
 Asphalt Roadway Restoration is not included in our proposal.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Mayor and Councilmembers
FROM: Richard Gallant, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: January 9, 2024
SUBJECT: *Resolution No. 2024-04* accepting potential donation from South Florida Sod Farm LLC

Background: The South Florida Sod Farm LLC (hereinafter Sod Farm) has indicated a willingness to make a contribution to the Town in the amount of \$250,000. Final approvals from their management are pending. Should the approvals occur and the Sod Farm is willing to make the donation, the passage of this resolution would allow the Town to accept the monies as all gifts having a value excess of \$25,000 or more must be accepted by the Town Council.

Recommendations:

Move Approval of *Resolution No. 2024-04* accepting a donation by the South Florida Sod Farm, LLC or a related party.

RESOLUTION NO. 2024-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING DONATION FROM SOUTH FLORIDA SOD FARM, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has received a donation of \$250,000.00 from South Florida Sod Farm, LLC (“Donor”), which Donor valued at \$250,000.00 (“Donation”); and

WHEREAS, Section 2.1 of the Loxahatchee Groves Code requires that gifts to the Town valued at \$25,000 or more must be accepted by Town Council; and

WHEREAS, the Town Council has determined that accepting the Donation serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby accepts the Donation.

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>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MARIANNE MILES, COUNCIL MEMBER

PHILLIS MANIGLIA, COUNCIL MEMBER

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Mayor and Councilmembers

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: January 9, 2024

SUBJECT: *Resolution No. 2024-05* approving a contract with J.W. Cheatham LLC for the paving of B Road and a portion of North Road

Background: In the event the Town receives a donation of \$250,000 from the South Florida Sod Farm, LLC or a related entity, there is an opportunity to utilize J.W. Cheatham LLC to pave the northern portion of B Road and North Road from B Road to C Road. J.W. Cheatham is currently in the process of completing the work under the 2023 paving contract and therefore has its forces mobilized and available to do additional paving work.

The paving of B Road and North Road from B Rd. to C Rd. would benefit the Sod Farm and the general public that utilizes those roadways. While the donation of the \$250,000 from the Sod Farm is not tied directly to the paving of roadway, staff is recommending use of the money to do such paving. Staff anticipates savings in maintenance costs as that portion of the roadway is greatly impacted by the Sod Farm operations.

J.W. Cheatham LLC has provided a quote to do the paving of \$230,364.80, which is in line with the pricing they are providing to the Town in the FY23 paving contract that was competitively bid. Pursuant to Section 2-133(b)(11) of Town's Code of Ordinances the town may contract for goods and services without utilizing a competitive method, where the Town Council declares by at least a four-fifths affirmative vote that the sealed competitive method is not in the best interests of the town.

Recommendations:

Move Approval of *Resolution No. 2024-05* approving a contract with J.W. Cheatham LLC to pave portions of B Road and North Road as it is in the best interests of the Town and its citizens.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH J.W. CHEATHAM, LLC TO PROVIDE ROADWAY CONSTRUCTION SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide road construction and paving services within the Town; and

WHEREAS, Town recently procured similar services, based on competitive solicitations, which was awarded to J.W. Cheatham, LLC (“Contractor”); and

WHEREAS, the Town has received a quote from Contractor that is equal to or lower than the prices in the previously awarded contract; and

WHEREAS, the Town has received a donation for performing the needed road construction and paving work at the northern end of B Road and on North Road between B Road and C Road; and

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that the sealed competitive method or obtaining quotes for this service is not in the best interest of the Town; and

WHEREAS, the Town has determined the attached Contract serves a valid public purpose.

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

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

Section 2. Subject to the receipt and acceptance by Town Council of the funds donated to the Town in sufficient amount to cover the work under the Contract, the Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Contract for Road Paving with J.W. Cheatham, LLC for road construction and paving work at the northern end of B Road and on North Road between B Road and C Road.

Section 3. This Resolution shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember

_____ seconded the motion, and upon being put to a vote, the vote was as follows:

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

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles

CONTRACT FOR ROAD PAVING

THIS CONTRACT for road construction and paving (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **J.W. Cheatham, LLC**, a Florida corporation, with its principal address at 7396 Westport Place, West Palm Beach, FL 33413 (“Contractor”).

WHEREAS, the Town is in the need of road construction and paving services within the Town; and

WHEREAS, the Contractor is performing road construction and paving services within the Town and has offered to extend its competitively solicited pricing for the additional road paving work; and

WHEREAS, the Town finds awarding the contract to the Contractor as described herein serves a valid public purpose and is in the best interest of the Town pursuant to §2-133(b)(11) of the code of ordinances of the Town of Loxahatchee Groves.

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

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services.** The Contractor shall provide the services requested by the Town and required as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for road construction and paving as described in detail in Exhibit “A”, attached hereto and incorporated herein.

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

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

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract

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

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be one-hundred and eighty (180) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in this Article. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in this Article.

Article 3. PAYMENT PROCEDURES.

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

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

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

3.2 **Direct Purchases.** The Town is willing to direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for

all direct purchases on the form attached hereto as **Exhibit “C”**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 Payments. Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.4 Substantial Completion. Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (Punch-list Walkthrough). The Contractor shall endeavor to address and complete as many items as possible noted on the punch-list either during the Punch-list Walkthrough itself or within twenty (20) days from the date of the Punch-list Walkthrough. No more than twenty (20) days following the Punch-list Walkthrough, the Contractor shall again initiate and request an inspection with the Town to ensure completion. The Contractor shall complete the punch-list items within thirty (30) days of notification to the Town that the work is substantially complete. In no event may the Contractor request payment of final retainage until the Contractor considers the punch-list items to be completed in full.

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

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

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

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

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully

qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing

indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause.

5.2 **Insurance.** Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

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

Article 6. PUBLIC CONSTRUCTION BOND.

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

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

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

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

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

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

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

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

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor’s termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

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

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

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.15 **Enforcement Costs; Waiver of Jury Trial.** If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.**

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

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

of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

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

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

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

and to the Contractor as follows:

J. W. Cheatham, LLC
Thomas P. Uhrig, President
7396 Westport Place
West Palm Beach, FL 33413

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

8.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

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

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

8.23 **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, Contractor shall:

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

8.24 **Protection of Property.** The Contractor shall at all times guard against damage or loss to the property of the Town or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Scope of Work. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Town. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or

replacement for loss or damage to property through negligence of the Contractor or its subcontractors and agents.

8.25 **No Consequential Damages.** In no event shall Town be liable to Contractor for any loss of goodwill or reputation, lost revenues or profits or incidental, special, indirect, consequential, exemplary, enhanced or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Contractor has been advised of the possibility of such damages.

8.26 **Taxes.** The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials. Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

8.27 **Permits and Fees.** In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves is waiving any required fees of the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract. Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.

8.28 **Licenses.** The Contractor shall have the following licenses at the time of entry into this Contract:

- State of Florida General Contractor's license
 - (a) The Contractor will also be required, at the time of contract execution, of have a business tax receipt in accordance with the following:
 - (b) No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
 - (c) Any person engaging in any business, occupation or profession within the Town without a permanent business location or branch office in the town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.

8.29 **Certification and Licenses.** Contractor must provide the Town with a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Contractor from the County or municipality in which the Contractor's principal place of business is located and in accordance with the Chapter 22, Article V "Local Business Tax" of the Town's Code of Ordinances.

8.30 **Public Entity Crimes.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not contract with the Town for 36 months following the date of being placed on the convicted vendor list.

8.31 **Scrutinized Companies.** The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract including any and all renewals. If the contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate the contract at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of the contract.

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

8.32 Examination of Contract Documents and Site Conditions. It is the responsibility of the Contractor before executing this contract, to: (1) Examine and carefully study the Contract Documents thoroughly and request and carefully study any other required data; (2) Visit the site to become familiar with and satisfy Contractor as to the general, local and site conditions that may affect costs, progress, performance or furnishing of the work; (3) Become familiar with and satisfy Contractor as to all federal, state, and local laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the work; (4) Request or otherwise obtain and carefully study any reports, test and drawings related to surface, subsurface and physical conditions and hazardous environmental conditions; (5) Consider the information known to Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site and any site-related reports and drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; (6) Agree at the time of executing the contract that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its price for performance of the work at the price stated in the contract and in accordance with the other terms and conditions of the Contract Documents; (7) Become aware of the general nature of the work to be performed by the town and others, if any, at the site that relates to the work; (8) Promptly give the Contract Administrator written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovers in the Contract Documents and confirm that the written resolution thereof by the Town is acceptable to the Contractor; and (9) Determine that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

The execution of this contract will constitute the incontrovertible representation by Contractor that Contractor has complied with every requirement of this paragraph.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Road Paving to be executed the day and year last executed below.

EXHIBIT "A"
SCOPE OF WORK

B Road to North Road South (2640' x 18")

Mobilization	1	EA	@	\$11,260.00	/EA	\$11,260.00
Finish & Prime Existing Baserock	5369	SY	@	\$2.50	/SY	\$13,422.50
2" SP-12.5 TL-C Asphalt	5369	SY	@	\$12.60	/SY	\$67,649.40
Seminole Style Speed Tables	2	EA	@	\$2,100.00	/EA	\$4,200.00
6" Solid White Thermoplastic	5280	LF	@	\$0.95	/LF	\$5,016.00
6" Solid Yellow Thermoplastic	5280	LF	@	\$0.95	/LF	\$5,016.00
24" Thermoplastic Stop Bars	1	EA	@	\$83.00	/EA	\$83.00
Speed Table Pavement Markings	2	EA	@	\$300.00	/EA	<u>\$600.00</u>
					Subtotal	\$107,246.90

North Road B to C Road (2640' x 18')

Leveling at OGEM	200	TN	@	\$150.00	/TN	\$30,000.00
Tack at OGEM	5369	SY	@	\$1.50	/SY	\$8,053.50
2" SP-12.5 TL-C Asphalt	5369	SY	@	\$12.60	/SY	\$67,649.40
Speed Style Speed Tables	2	EA	@	\$2,100.00	/EA	\$4,200.00
6" Solid White Thermoplastic	5280	LF	@	\$0.95	/LF	\$5,016.00
6" Solid Yellow Thermoplastic	5280	LF	@	\$0.95	/LF	\$5,016.00
24" Thermoplastic Stop Bars	1	EA	@	\$83.00	/EA	\$83.00
Speed Table Pavement Markings	2	EA	@	\$300.00	/EA	<u>\$600.00</u>
Remove existing Speed Tables	5	EA	@	\$500.00	/EA	<u>\$2,500.00</u>
					Subtotal	\$123,117.90

Grand Total \$230,364.80

Maintain, form and grade 12 inch high (min) berm along roadway.

Contractor shall provide M.O.T. The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Town.

The Contractor shall keep the site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration by the Scope of Work. Clean up and restoration shall be accomplished on a continuing basis throughout the work and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, including culverts within the Scope of Work area so that said owners may stake or otherwise mark or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the work, they must be repaired immediately by the Contractor in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the work, the Contractor must take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

All excess excavated material and debris, broken pipe, and any concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site as designated by the Palm Beach County Solid Waste Authority.

EXHIBIT "B"
PUBLIC CONSTRUCTION BOND FORM

Record and Return to:

TOWN OF LOXAHATCHEE GROVES
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:
Principal Business Address:

Telephone Number:

SURETY:

Name:
Principal Business Address

Telephone Number:

OWNER:

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

CONTRACT: Road Paving

Date:
Amount:
Description (Name and Location):
General Description of Work:

BOND

Date:
Amount:
Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and _____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves, Florida**, herein called Owner, in the sum of \$_____ (_____) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted **Road Paving Contract**, dated _____, 202_, between Principal and Owner, with the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents," at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond and Surety waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

EXHIBIT "C"
CERTIFICATE OF ENTITLEMENT FOR DIRECT PURCHASE

The undersigned authorized representative of the Town of Loxahatchee Groves, Florida (Town), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Contractor) for the construction of _____.

Town affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The Vendor's invoice will be issued directly to Town.
- ____ 3. Payment of the Vendor's invoice will be made directly by Town to the Vendor from public funds.
- ____ 4. Town will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- ____ 5. Town assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Town affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Town will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Town will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Francine Ramaglia, Town Manager

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____
Telephone Number: _____

Copy of the Purchase Order must be attached to this Certificate of Entitlement.
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the books and records of the Vendor and the Contractor.



155 F Road Loxahatchee Groves, FL 33470

Item #6

TO: Town Council of Town of Loxahatchee Groves
FROM: Jacek Tomasik, Building Official
DATE: January 9, 2024
SUBJECT: Consideration of *Ordinance No. 2023-08* regarding adoption of Florida Building Code and Fire Prevention Code on Second Reading

Background:

Every three years in accordance with state statutes the Florida Building Commission reviews and adopts revisions to the Florida Building Code. The Florida Building Code 8th Edition (2023) is effective December 31, 2023. The Town has an opportunity to adopt local amendments to the administrative chapter of the Building Code.

The proposed ordinance adopts the Florida Building Code 8th Edition, the 2020 National Electric Code and the Florida Fire Prevention Code. In addition, it incorporates a local administrative code for the Building Code which incorporates references to Town's ULDC Article 65- Agricultural Uses, Article 87 – Native Tree Preservation and Invasive Exotic Removal and Article 175 – Floodplain Management. The references to Agritourism Uses have been deleted from the ordinance as the proposed ordinance related to Agritourism has not been adopted. The ordinance also includes local amendments recommended by chief building officials throughout Palm Beach County including the Town's new building official.

As referenced in a whereas clause to the ordinance, it is important to remember, that the building code is designed for the entire State of Florida and has references to buildings and structures which may not necessarily be permitted or exist in a given municipality. The reference to such a building or structure does not mean such building or structure is permitted or contemplated within the Town, as all development must comply with the Town's land use and zoning regulations.

The ordinance was approved unanimously by Council, after first reading on December 5, 2023. The ordinance has been properly advertised in accordance with F.S. 166.041.

Recommendation:

Move that Town Council approve *Ordinance No. 2023-08* regarding the adoption of the Florida Building Code and Fire Prevention Code following public hearing on second reading.

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY REPEALING ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” IN ITS ENTIRETY; ENACTING A NEW ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” REGARDING THE ADOPTION THE GROUP OF CODES KNOWN AS THE FLORIDA BUILDING CODE 8TH EDITION (2023) AND LOCAL AMENDMENTS, THE 2020 NATIONAL ELECTRICAL CODE AND THE FLORIDA FIRE PREVENTION CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND THE EFFECTIVE DATE.

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

WHEREAS, Chapter 553 Florida Statutes was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation, and enforcement of a single, unified state building code, to be called the Florida Building Code; and

WHEREAS, the Florida Building Code Commission has produced an updated version of a single set of documents that apply to the design, construction, erection, alteration, modification, repair or demolition of public buildings, structures, or facilities in this state and to the enforcement of such requirements and which will allow effective and reasonable protection for public safety, health and general welfare for all the people of Florida at the most reasonable cost to the consumer; and

WHEREAS, the Florida Legislature has adopted legislation implementing the Florida Building Code 8th Edition (2023) effective December 31st, 2023; and

WHEREAS, the Town desires to formally adopt the Florida Building Code, as the regulatory code for building within the Town; and

WHEREAS, the Town desires to amend and supplement the Florida Building Code through the adoption of local amendments thereto as authorized by Section 553.73(4)(a), Florida Statutes; and

WHEREAS, the Town desires to adopt the 2020 National Electric Code and the Florida Fire Prevention Code; and

WHEREAS, the reference to a particular building type or size of building in the Florida Building Code does not mean that such building type or size is allowed within the Town as all buildings

other than non-residential farm buildings are subject to the Town’s land use and zoning regulations; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby repeals Article I “General” of Chapter 10 “Buildings and Building Regulations” of the Code of Ordinances of the Town of Loxahatchee Groves in its entirety and enacts a new Article I “General” of Chapter 10 “Buildings and Building Regulations” of the Code of Ordinances of the Town of Loxahatchee Groves to read as follows:

ARTICLE I – GENERAL

Sec. 10-1. –Loxahatchee Groves Codes.

- (a) Authority. This article is promulgated pursuant to Chapter 553, Florida Statutes.
- (b) Codes adopted by reference. The following, codes are adopted and shall be enforced by reference and as may be amended by this article.
 - (1) The group of codes known as the Florida Building Code 8th Edition (2023).
 - a. Building.
 - b. Accessibility.
 - c. Residential.
 - d. Existing buildings.
 - e. Plumbing.
 - f. Fuel Gas.
 - g. Mechanical.
 - h. Energy Conservation (2) 2020 National Electrical Code.
 - (3) Florida Fire Prevention Code.

Sec. 10-2. – Loxahatchee Groves Building Code Administrative Code.

The purpose of the Loxahatchee Groves Building Code Administrative Code is to provide for a means of properly enforcing the codes adopted by reference in section 10-1. Loxahatchee Groves Building Code Administrative Code is based on Chapter 1 “Administrative” of the Florida Building code and includes local amendments to said Part 1 and Part 2 of the Chapter and therefore should be read in lieu of Chapter 1 “Scope and Administration” of the Florida Building Code.

CHAPTER 1 SCOPE AND ADMINISTRATION
PART 1—SCOPE AND APPLICATION

SECTION 101

SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Florida Building Code hereinafter referred to as "this code".

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures as herein amended by the Town of Loxahatchee Groves.

Exceptions:

1. Detached one and two-family dwellings and multiple single-family dwellings (Townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential, if permitted in the Town of Loxahatchee Groves.
2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by the Florida Building Code, Residential Volume, shall be in accordance with the provisions of the Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and

property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting plan review or inspection of any building, system, or plan by the Town of Loxahatchee Groves, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan, or their adequacy. The Town of Loxahatchee Groves shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no building department employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28, Florida Statutes, as may be amended or replaced.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code, except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Division employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The codes listed in Sections 101.4.1 through 101.4.12 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. The provisions of this code shall apply to all property within the Town of Loxahatchee Groves, including but not limited to filling, grading, site improvements, utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities, including

those that are otherwise exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas Volume shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical Volume shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air- conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing Volume shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.5 Energy. The provisions of Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.6 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.7 Manufactured buildings. For additional administrative and special code requirements, see section 458, Florida Building Code, Building, and Rule 61-41 Florida Administrative Code.

101.4.8 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume and Part VIII - Electrical, of the Florida Building Code Residential Volume, 8th Edition (2023) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.9 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.10 Article 65 – Agricultural Uses. The Town of Loxahatchee Groves Unified Land Development Code (ULDC) shall be considered part of the requirements of this code relative to agricultural uses. Conflicting requirements between the Florida Building Code and Article 65 of the ULDC shall be resolved in favor of the stricter provision. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may be provided regulatory relief for agricultural uses unless the applicable provisions of Article 65 have been addressed.

101.4.11 Article 87 - Native Tree Preservation And Invasive Exotic Removal. The ULDC shall be considered part of the requirements of this code relative to native tree preservation, invasive exotic removal, and land clearing. Conflicting requirements between the Florida Building Code and Article 87 of the ULDC shall be resolved in favor of the requirement that offers the greatest degree of native tree preservation and stabilization of exposed soil surface areas. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may conduct a tree removal operation or grubbing or speculative clearing of lots without a permit.

101.4.12 Article 175 – Floodplain Management. The ULDC shall be considered part of the requirements of this code relative to flood control. Conflicting requirements between the Florida Building Code and Article 175 of the ULDC shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may proceed with permitting of any kind unless the provisions of Article 175 have been addressed.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building Volume to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area, are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission or distribution of electricity.
- (g) Temporary sets assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an

open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing or other non-wood features.

- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.
- (l) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure. Additional telecommunication exemptions may be found in Section 489.503(14), Florida Statutes.
- (m) A drone port as defined in s. 330.41(2).

However, these structures may be subject to local zoning and/or land development regulations.

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound and in occupiable condition for its intended use.

-
2. The occupancy use classification for the building or structure is not changed as a result of the move;
 3. The building is not substantially remodeled;
 4. Current fire code requirements for ingress and egress are met;
 5. Electrical, gas and plumbing systems meet the codes in force at the time of original construction and are operational and safe for reconnection; and
 6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all buildings or structures of the same residential occupancy class.
 7. The requirements of Florida Building Code, Existing Building Volume, are also satisfied.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

- (a) Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.

- (b) Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

- (c) Building and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless

the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single- family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. Each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to traditional swings and other standard playground equipment accessory to a one or two-family dwelling, as determined by the building official. Exempt structures covered under this section may still be subject to zoning permits.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code or Part VIII, Electrical, of the Florida Building Code Residential Volume, 8th Edition (2023), as applicable.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference as further regulated in Sections 102.4.1 and 102.4.2. of this code.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions of this code.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this section, or the Florida Fire Prevention Code, or 2021 Property Maintenance Code as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change except as otherwise specifically provided in this code, the Florida Building Code, Existing Building Volume; Florida Fire Prevention Code; the adopted International Property Maintenance Code; the codes referenced in Section 101.4 of this code; or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment

is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created and the official in charge thereof shall be known as the building official. All code officials employed by the division shall be certified in accordance with Chapter 468, Florida Statutes.

103.2 Appointment. The building official shall be appointed by the Town Manager.

103.3 Deputies. In accordance with the prescribed procedures of the Town and with the concurrence of the Town Manager, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

103.4 Restrictions on employees. An employee connected with the department, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. This employee shall not engage in any other work which is inconsistent with his/her duties or conflict with the interests of the department, or which violates Section 112.313, Florida Statutes, or the Palm Beach County Code of Ethics.

SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 or R322 of this code, and Article 175 - Floodplain Management of the ULDC.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the Town Manager.

104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry.

104.6.1 Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

104.6.2 When the building official obtains a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of the structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.7 Department records. The building official shall keep official records of applications received, permits, and certificates issued, fees collected, reports of inspections, and notices issued. Such records shall be retained in the official records for the period required for retention of public records per Chapter 119, Florida Statutes.

104.8 Liability. The building official, any board member or employee charged with the enforcement of this code while acting for the Town in good faith and without malice in the discharge of the duties, required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer, employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the Town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the Town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications to find. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department.

104.10.1 Flood hazard areas. Modifications in flood hazard areas may only be granted in accordance with Article 175, - Floodplain Management of the ULDC.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed alternative meets all the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code.
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1 Quality
 - 2.2 Strength
 - 2.3 Effectiveness
 - 2.4 Fire Resistance
 - 2.5 Durability
 - 2.6 Level of Sanitation
 - 2.7 Safety

The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.12 Requirements not covered by this code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not

specifically covered by this or the other technical codes, shall be determined by the building official.

SECTION 105 PERMITS

105.1 Required. Any contractor, owner, or agent authorized in accordance with Chapter 489, Florida Statutes, who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building tenancy or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical, fire protection or plumbing system, or accessible or flood resistant site element, the installation of which is regulated by this code, or Article 175, - Floodplain Management of the ULDC to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility sites as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated. The building official is authorized to revoke such permit and deny future permits, if code violations are found to exist.

105.1.3 Food permit. In accordance with Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code and requirements of Article 175, - Floodplain Management of the ULDC. As determined by the building official, permits shall not be required for the following:

Building:

1. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, papering, tiling, carpeting, and similar finish work, with no electrical or plumbing work.
2. Temporary motion picture, television, and theater sets and scenery.
3. Traditional swings and other standard playground equipment accessory to detached one- and two-family dwellings, as determined by the building official, but they may be subject to Zoning permits.
4. Retractable awnings supported by an exterior wall and do not require additional support or electric in Groups R-3 and U occupancies, but they may be subject to Zoning permits.
5. Non fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height. **Gas:**

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or

make such equipment unsafe. **Mechanical:**

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Portable self-contained refrigeration system containing 10 pounds (4.54 kg) or

less of refrigerant and actuated by motors of one horsepower (746 W) or less.

8. The installation, replacement, removal or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and sanitary connections in 1&2 Family Dwellings. This does not include water heaters bathtubs, and showers. **Electrical:**

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles, or repair and replacement of like for like common household electrical fixtures, switches, and outlets on the load side of the electrical source.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and installations of towers and antennas, except as exempted by Section 489.503(14), Florida Statutes.
3. **Temporary testing systems:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official. Prior notification shall be given to the building official including the work address, nature of emergency and scope of work immediately in person or via email or voice mail.

105.2.2 Minor repairs. Ordinary minor repairs may be made with the prior approval of the building official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing or electronically on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the building official.

105.3.1 Action on application. Except for applications filed without the prerequisite fees, the building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. No review will be performed

prior to receipt of required submittal fees. If submittal fees are not paid within ten (10) days of receipt of an application, the application shall become null and void. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges and public-school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by Chapter 633 Florida Statutes, may design a new fire protection sprinkler system of 49 or fewer sprinklers; and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the

occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton system with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water-cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting process for fire alarm projects.

- 1) As used in this section, the term:

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- a)** "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves
- b)** "Contractor" means a person who:
1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, Florida Statutes; or
 2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.
- c)** "Fire alarm system projects" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.
- d)** "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.
- 2) **a)** A local enforcement agency may require a contractor, as a condition of obtaining a permit for a fire alarm system project, or fire sprinkler system project, to submit a completed application and payment.
 - b)** A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a permit for a fire alarm system project or fire sprinkler system project.
 - 3) A local enforcement agency must issue a permit for a fire alarm system project or fire sprinkler system project in person or electronically.
 - 4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
 - 5) **a)** For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at a fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.
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- b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.
 - c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See Section 471.003(2)(h), Florida Statutes. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:

- 1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and
- 2.a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;
- b. Requires a plumbing system with more than 250 fixture units; or
- c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons.

Documents requiring an engineer seal by this part shall not be valid unless professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

105.3.1.3 Reviewing application for building permit.

- 1. When reviewing an application for a building permit, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
- 2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:

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- a. Determine if the application is properly completed
 - b. Approve the application
 - c. Approve the application with conditions
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
 - a. Determine if the application is properly completed
 - b. Approve the application
 - c. Approve the application with conditions
 - d. Deny the application or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application
 4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
 - a. Approve the application
 - b. Approve the application with conditions or
 - c. Deny the application
 5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned and becoming null and void after 180 days of no activity, abandonment or failure to respond to requested corrections occurs during the application process after the date of filing unless such application has been pursued in

good faith or permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph and Chapter 489.103(7), Florida Statutes. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is

not for sale or lease, or the building is a farm out building on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner for the issuance of a building permit or as a requirement for the submission of a building permit application.

105.3.9 Public right-of-way. A permit shall not be issued by the building official for the construction, alteration, or relocation of any building, structure, or system impacting any street, alley or public lane, unless the applicant has received a right-of-way permit from the authority having jurisdiction over the right of way.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other federal, state and local laws ordinance, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or of any other federal, state and local laws ordinances codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data, requiring corrections to work already performed, and/or revocation of the permit. No deviations from the permit may be made without prior written authorization. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code.

Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit, or revalidation of the original permit, covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within six months from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternatively, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within six months. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than three (3) months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.5 Expiration. Every *permit* issued shall become inactive or expired pursuant to Section 105.4.1 of this code, and shall be renewed pursuant to Section 105.4.1.1 of this code before the

work may resume. Permits that remain inactive or expired for more than six months shall lose all rights vested in the permit pursuant to Section 105.4.1.2 of this code. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than six months each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the building official.

105.5.1 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.
3. If a building permit is inactive or expired and its requirements have been substantially completed and no life safety issues exist, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

105.5.2 For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

105.5.3 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.2.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

105.6.1 Arm's Length Purchaser - Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

105.6.2 Discipline - Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. However, the local enforcement agency shall maintain all other rights and remedies against the contractor listed on the permit(s), including, but not limited to, potential referral to the appropriate licensing authority for potential discipline.

105.6.3 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.4 Violation of code provisions. The building official may require correction or revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit and approved construction documents shall be kept on the site of the work in a conspicuous place. The permit shall be protected from the weather and located in such position as to permit the building official or representative to conveniently make the required entries thereon. The permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the building official.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY.

A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

Refer to Section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, supplying one copy for the person the permit is issued to and another copy for the treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for re-inspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and written approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. This provision only applies to Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other

part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's and owner's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes. This provision only applies to the Florida Building Code, all other agency approvals necessary for construction must be secured prior to this provision being applied.

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 107.6).

105.14.1 Affidavits in flood hazard areas. Permits issued on the basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code and the building official shall review and inspect those requirements.

105.15 Opening protection. When any activity requiring a building permit, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structures that is located in the wind borne debris region as defined in this Code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structures is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

- (b) This subsection does not apply to a building permit sought for:
 - 1. A substantial improvement as defined in Section 161.54, Florida Statutes, or as defined in the Florida Building Code.
 - 2. A change of occupancy as defined in the Florida Building Code.
 - 3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes, or as defined in the Florida Building Code.
 - 4. A historic building as defined in the Florida Building Code.

- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 - 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 - 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
 - 3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
 - 4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20 through 933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

- (1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, Florida Statutes.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, current edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) "Low-voltage electric fence" means an alarm system, as defined in Section 489.505, Florida Statutes, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low voltage alarm system project other than as provided in this section:

- a. The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
- b. A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
- c. The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
- d. The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
- e. The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

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- (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
- (5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
- (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
- (6) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
- (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
- (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.
- (9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
- (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
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- (11) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices. For residential construction where roof trusses have been designed for 30 psf for light attic storage, a permanent sign shall be posted in the attic area at final building inspection.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in approved format with each permit application in accordance with Section 553.79, Florida Statutes. The construction documents shall be prepared by a registered design professional where required by the Chapter 471, Florida Statutes or Chapter 481, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the building official, in a format acceptable to the building official, and may require only one set of submittals.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida

Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statutes.

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and prepared as electronic media documents and submitted in the format approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (see also Section 107.1).

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8-inch scale. The building official may establish through departmental policy, standards for plans and specifications, including electronic format in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum and maximum sizes, shape, contrast, clarity, electronic format, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings

shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the exit, the exit access, and the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R3, and 1-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines and between buildings, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The site plan shall include accessible parking and accessible routes as required by the FBC Accessibility when applicable. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1. *Design flood* elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building shall be maintained at the worksite in a form acceptable to the building official. These plans must be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603 of this code and include shoring details, where applicable, for new construction and alterations. Where construction includes excavation, shoring details shall demonstrate protection of the angle of repose for foundation systems of existing adjacent structures.

107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to 9B-1.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be noted, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 6 months after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. This provision only applies to the Florida Building Code; all other agency approvals necessary for construction must be secured prior to this provision being applied.

107.3.4 Design professional in responsible charge. When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a successor registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. Successor registered design professional in responsible charge licensed under Chapter 471, Florida Statutes, shall comply with Section 471.025(4) Florida Statutes, and the procedure set forth in 61G15-27.001, Florida Administrative Code; or licensed under Chapter 481, Florida Statutes, shall comply with Section 481.221(6), Florida Statutes, and the procedure set forth in 61G118.002, Florida Administrative Code.

The registered design professional in charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by 61G20, Florida Administrative Cod shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481, Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions and all exterior elevations:

Commercial Buildings:

107.3.5.1.1 Building:

1. Site requirements:
 - Parking
 - Fire access Vehicle loading
 - Driving/turning radius
 - Fire hydrant water supply/post indicator valve (PIV) Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations

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2. Occupancy group and special occupancy requirements shall be determined (cross check with the energy code submittal).
 3. Minimum type of construction shall be determined (see Table 503).
 4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls Fire
 - blocking and draft stopping and calculated fire resistance
 5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram
 6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
 - Safeguards during construction, as applicable
 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements Construction requirements
 - Horizontal exits/exit passageways
 8. Structural requirements shall include:
-

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope (including Section 107.2.4)
- Impact resistant coverings or systems
- Structural calculations (if required)
- Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry
- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Deck coatings
- Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route
- Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements

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11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)
 - Sanitation
 12. Special systems:
 - Elevators
 - Escalators
 - Lifts
 13. Commercial Energy Code submittal
 14. Swimming pools:
 - Barrier requirements
 - Spas
 - Wading pools
 15. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

107.3.5.1.2 Electrical:

1. Electrical:
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection
 - Grounding
 - Wiring methods and materials
 - GFCIs
 - Electrical portions of the Energy Code (including calculation and mandatory requirements)
 2. Equipment
 3. Special occupancies
 4. Emergency systems
 5. Communication systems
-

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6. Low voltage
 7. Load calculations
 8. Design flood elevation

107.3.5.1.3 Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing requirements of the Energy Code (including calculation and mandatory requirements)

107.3.5.1.4 Mechanical

1. Mechanical portions of the Energy Calculations
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment

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7. Duct systems
 8. Ventilation
 9. Combustion air
 10. Chimneys, fireplaces and vents
 11. Appliances
 12. Boilers
 13. Refrigeration
 14. Bathroom ventilation
 15. Laboratory
 16. Design flood elevation
 17. Smoke and/or Fire Dampers

107.3.5.1.5 Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

107.3.5.2 Demolition

1. Asbestos removal

107.3.5.3 Residential (One and Two-Family)

1. Site requirements

Drainage Plan (professionally prepared as determined by the building official)
Set back/separation (assumed property lines)
Location of septic tanks

2. Fire-resistant construction and fire protection systems (if required)
3. Smoke and/or carbon monoxide alarm detector locations
4. Egress
Egress window size and location stairs construction requirements
5. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials connector tables wind requirements, and structural calculations (if required)

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

Termite protection
Design loads
Wind requirements
Building envelope
Structural calculations (if required)
Foundation
Wall systems
Floor systems
Roof systems

6. Accessibility requirements: show/identify accessible bath
7. Impact resistant coverings or systems
8. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials
9. Electrical:
Electric service riser with wire sizes, conduit detail and grounding detail.
Complete load calculations, Panel schedules

10. Mechanical:
Equipment and location, Duct systems

11. Plumbing: Plumbing riser

12. Gas:
Gas piping Venting
Combustion air
Chimneys and vents

Appliances
Type of gas Fireplaces
LP tank location
Riser diagram/shutoffs

13. Residential Energy Code submittal (including calculations and mandatory requirements)

14. Swimming Pools:

Barrier requirements
Spas
Wading pools

Manufactured buildings/housing -

1. Site requirements
 - Setback/separation (assumed property lines)
 - Location of septic tanks (if applicable)
2. Structural
 - Wind zone
 - Anchoring
 - Blocking
3. Plumbing
 - List potable water source and meter size (if applicable)
4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
5. Electrical exterior disconnect location

107.3.5.4 Exemptions:

Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc. (as determined by the building official)
2. Minor electrical, plumbing, and mechanical repairs
3. Annual maintenance permits

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4. Prototype plans: except for local site adaptation, siding, foundations and/or modifications. Except for structures that require waiver.
 5. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed below in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for review as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the building official as required by state or local laws.

107.6 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Section 553.791 7(a), Florida Statutes.

107.6.1 Building permits issued in special flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits provided pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The building official is authorized to require a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than six months. The building official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70. (National Electrical Code [NEC])

108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109 FEES

109.1 Payment of Fees. An application shall not be valid and shall not be reviewed until the applicable fees prescribed by law have been paid. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. A fee for each required permit shall be paid as required, in accordance with the schedule adopted by Resolution of the Town Council.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. For permitting purposes, permit valuations shall include total replacement value of work, including materials and labor, for which the permit is being issued, such as structural, electrical, gas, mechanical, plumbing equipment, interior finish, related site work, architectural and design fees, marketing costs, overhead, and profit, excluding only land value. Valuation references may include the latest published data of national construction cost analysis services, such as Marshall-Swift, Means, etc., or as published by the International Code Council. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed quantity estimates, or bona fide signed contracts, acceptable to the building official. Final building permit valuation shall be set by the building official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the building official as permitted in Section 105.2.2 or 105.12 shall be subject to a penalty fee in addition to the required permit fees, as set in the approved schedule of fees. Violations of this article are subject to enforcement pursuant to Section 553.79, Florida Statutes, Chapter 14 of the Loxahatchee Groves Code, and Chapter 1 of the Florida Building Code, as adopted and amended herein. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases, the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge a penalty fee. The payment of a penalty fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or adjust penalties when justifiable cause has been demonstrated in writing.

109.6 Refunds. Permit fees are non-refundable, except pursuant to Section 145-025 of the Loxahatchee Groves Code and Section 553.792, Florida Statutes.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Other inspections services. The building official may make, or cause to be made the inspections required by Section 1109 of this code. He/she may accept reports of department inspectors, independent inspectors or recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are certified by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

The building official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction
2. For all major structural alterations
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch
4. For pile driving
5. For buildings with area greater than 20,000 square feet

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6. For buildings more than two (2) stories in height; or
 7. For buildings and structures of unusual design or methods of construction

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered, architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes, may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector prior to or at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the contractor may be required to obtain the services of a Registered Florida Design Professional to inspect and certify the installation and/or construction. Inspection by Registered Florida Design Professional shall be in person and certification by Registered Florida Design Professional shall be accompanied by new extensive photographic evidence of sufficient detail to demonstrate code compliance.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and Article 175 of the ULDC

110.2 Preliminary inspection. Subject to the limitations of Chapter 553.79(20), Florida Statutes, before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.2.1 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. The building official may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. The building official shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in Florida Building Code, Existing Building Volume, may apply.

110.3 Required inspections. The building official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection. A complete survey, or special purpose survey may be required before an inspection is approved.

A. Building:

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab/Floor Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel or framing members installed and all building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

1.2. A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the

contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

- 1.3. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the building official.

2. **Shell Inspections:**

- 2.1. **Lintel/tie beams/columns/masonry units.** To be made after masonry units, forms, reinforcing steel, shoring, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed.

- 2.2. **Sheathing inspection.** To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Floor sheathing
- Continuous air barrier
- Sheathing fasteners
- Roof/wall dry-in
- Gypsum board, as required
- Sheathing/cladding inspection

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be corrected prior to installation of the dry-in material.

Exception: ring-shank nails shall be bent over and new fastener installed.

- 2.3. **Roofing inspection.** Shall at a minimum include the following building components:

- Dry-in
- Insulation (according to submitted energy calculations)
- Roof coverings (including in-progress)
- Flashing

Re-Roof Sheathing Inspection is required prior to application of the roof covering.

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- 2.4. Framing inspection.** To be made after the roof deck or sheathing, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts, and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*, and shall at a minimum include the following building components:
- Window/door framing and installation. Verify rough opening dimensions are within tolerances, buck and attachments
 - Window U-factor/SHGC as indicated on approved energy calculations
 - Window/door buck attachment
 - Vertical cells/columns complete, if applicable
 - Lintel/tie beams complete, if applicable
 - Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
 - Draft stopping/fire blocking
 - Curtain wall framing
 - Fire resistant assemblies, joints and penetrations, as required
 - Lath, as required
 - Accessibility
- 2.5. Insulation inspection:** To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation, thermal and ignition barriers.
- 2.6.** Lath/Drywall, as required Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.
- Exception: Gypsum board that is not part of a fire-resistance- rated assembly or a shear assembly in a single-family dwelling, unless otherwise determined by the building official.
- 2.7. Exterior wall coverings.** Shall at a minimum include the following building components in progress inspections:
- Exterior wall coverings and veneers
 - Soffit coverings
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3. Final inspection. To be done after the building is completed, all sub-trade inspections have passed, and the structure is ready for occupancy.

3.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.

4. Swimming pool inspection.

4.1. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

4.2. Underground electric inspection

4.3. Perimeter piping inspection/pressure test to be made prior to backfill and preparation of the pool deck (if any).

4.4. Light niche/wet niche inspection. To inspect the bonding of underwater light fixtures prior to filling the pool with water.

4.5. Pool deck inspection to be made prior to placing concrete in the pool deck with all required bonding connections completed.

4.6. Final electric inspection to be made prior to filling the swimming pool with water.

4.7. Final permanent barrier inspection to be made prior to filling the swimming pool with water

4.8. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17 and R4501.17 of this code.

5. Demolition inspections.

First inspection (pre-demolition) to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

6. Manufactured building inspections.

The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. (See also Section 107.3.5 Manufactured/Modular Buildings) Additional inspections may be required for public educational facilities (see Section 423.27.20).

7. Impact-resistant coverings.

Where impact resistant coverings or impact resistant systems are installed the building official shall perform inspections at the request of the applicant, on all impact-resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

B. Electrical:

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the building is dried-in, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Low Voltage. To be made for security, alarm, elevator, and special uses prior to being covered from view.
4. Power release inspection. To be made after building electrical system is substantially complete, or completed in phases, with all circuitry installed and electrical fixtures and devices in place, or properly tagged and safed-off.
5. Final inspection. To be done after the building electrical system is complete, all required electrical fixtures are in place and properly connected, tested and the structure is ready for occupancy.
6. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

C. Plumbing:

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste, vent, water, and other piping is complete, and prior to this installation of wall or ceiling membranes. Includes plumbing provisions of the energy code and approved energy calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

D. Mechanical:

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the building is dried-in, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes. Includes mechanical provisions of the energy code and approved energy calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas:

1. Underground piping and tanks. To be made after trenches or ditches are excavated, underground gas piping is installed, and before backfilling is put in place.

2. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Includes gas provisions of the energy code and approved energy calculations provisions.

3. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

4. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times. (See also Section 110.10).
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job. (See also Section 110.3 Building)

110.3.2 Concrete slab and under-floor inspection. Reserved. (See Section 110.3 Building 1.1).

110.3.3 Lowest Floor elevation (Reserved). (See Section 110.3 Building 1.2).

110.3.4 Frame Inspection (Reserved). (See Section 110.3 Shell 2.4).

110.3.5 Lath and Gypsum Board Inspection (Reserved). (See Section 110.3 Shell 2.6).

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious- moisture-barrier system shall not be concealed until inspected and *approved*.

110.3.7 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire- resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved by the building official.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code

submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value and Solar Heat Gain Coefficient, duct system R-value, and HVAC lighting, electrical and water-heating equipment efficiency.

110.3.9 Other Inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the Building Division.

110.3.10 Special Inspections (Reserved).

110.3.11 Final Inspections prior to issuance of Certificate of Occupancy or Completion. The building official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the building official shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public school district.

110.3.11.1 Flood hazard documentation For properties located in a flood hazard area, all required documentation shall be submitted to the building official at the time of the final inspection.

110.3.11.2 Commercial Energy Code documentation. As required by Section C408.2.4.1 of the Energy Conservation Volume, confirmation that the preliminary commissioning report has been received by building owner shall be provided at the time of final mechanical inspection.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (section R405), confirmation that the envelope and duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7 of this code, Section 2304.13 of this code or Section 2304.11.6 of this code, specifically required to be inspected for termites in accordance with Section 2114 of this code, or required to have chemical soil treatment in accordance with Section 1816 of this code shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11 of this code)

110.3.13 Impact Resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.3.14 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.

110.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.7.1 - Other shoring. The Building Official may require engineered shoring drawings and procedures for reshoring for temporary support of vertical and horizontal loads and stabilization of foundation soils when applicable. Inspections are required to ensure the shoring is installed in accordance with the approved engineered shoring drawings. The Building Official may require the inspections to be made by qualified third parties when deemed necessary. (See also Section 110.1.2 Inspection Services).

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above-described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply shall be submitted to the enforcement agency for review for

compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected, and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building division may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the Building Department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2 As used in this section, the terms:

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- (a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in Section 627.706, Florida Statutes, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such an inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.
- (b) “Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3 (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium association under Chapter 718, Florida Statutes, or a cooperative association under Chapter 719, Florida Statutes, must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building’s initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building’s initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in Chapters 718 and 719, Florida Statutes. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4 The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5 Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6 Phase one of the milestone inspection must be completed within 180 days the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7 A milestone inspection consists of two phases:

110.9.7.1 For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and non-habitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2 A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8 Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

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- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
 - (b) Indicate the manner and type of inspection forming the basis for the inspection report.
 - (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
 - (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
 - (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
 - (f) Identify and describe any items requiring further inspection.

110.9.9 Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under Chapter 718 or Chapter 719, Florida Statutes, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

110.9.10 A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11 A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required

timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

110.10 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of subject property and/or adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan (as determined by the building official) clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval of the final inspection.

SECTION 111 CERTIFICATES OF OCCUPANCY AND COMPLETION

111.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or other federal, state and local laws and ordinances of the jurisdiction. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing, and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, or other agency whose approval is inherent in the building permitting process, the building official shall issue a Certificate of Occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.

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4. A description of that portion of the structure for which the certificate is issued.
 5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
 6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.
 7. The name of the building official.
 8. The edition of the code under which the permit was issued.
 9. The use and occupancy, in accordance with the provisions of Chapter 3 of this code.
 10. The type of construction as defined in Chapter 6 of this code.
 11. The design occupant load.
 12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
 13. Any special stipulations and conditions of the building permit.

111.3 Temporary/partial occupancy. A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to 110 percent of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashier's check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official. This provision is only for the Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

111.4 Revocation. The building official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

111.6 Fixturing and Stocking. The Building Official is authorized to issue approval for fixturing, stocking, training, or decorating, when appropriate, to allow the builder to prepare the structure for permanent occupancy. The building may not open to the general public or be used for the transaction of any commerce. Such approval must be conditioned upon the approval of the Fire Marshal, when applicable.

111.7 Digital Submittal Requirements for New Construction.

111.7.1 Building Footprints. The building official is authorized to require the submittal of digital shape (CAD) files, in a specific format, depicting a geo-referenced footprint with elevation for all new structures as a condition of the issuance of a Certificate of Occupancy.

111.7.2 Subdivision Topography. The building official is authorized to require the developer to submit of electronic topographical data and re-delineated 100-year floodplain boundaries to the Federal Emergency Management Agency (FEMA) for all new subdivisions or lots of record for the purposes of updating and maintaining the community's flood maps through the Letter of Map Revision process.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official and a Certificate of Occupancy or Completion is issued. The servicing utility company shall not connect the power supply until notified by the building official.

112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a Temporary Certificate of Occupancy.

112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the, this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life, property, or unsafe condition, or when such utility connection has been made without the approval required by Section 112.1 or 112.2 The building official shall notify the serving utility, and whenever possible the owner and occupant of

the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 - APPEALS OF DECISIONS OF THE BUILDING OFFICIAL

113.1 Appeals. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official whenever any one of the following conditions are claimed to exist:

113.1.1 The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

113.1.2 The provisions of this code do not apply to this specific case.

113.1.3 That an equally good or more desirable form of installation can be employed in any specific case, which the building official has rejected or refused.

113.1.4 The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.2 Procedures.

113.2.1 Enforcement Appeals. Appeals to the building official's enforcement of Florida Statutes, the Florida Building Code, or the Town of Loxahatchee Groves' local amendments may be made to the special magistrate authorized to hear code enforcement cases for the town. A written notice of appeal shall be submitted to the town manager within thirty (30) calendar days after a written decision is rendered by the building official. Appeals shall be on a form provided by the town upon request. Upon receiving a notice of appeal, the town manager shall schedule a hearing of the special magistrate within thirty (30) calendar days which shall be noticed and held in accordance with Chapter 14, Loxahatchee Groves Code.

113.2.2 Interpretation Appeals. Appeals related to the building official's interpretation of Florida Statutes or the Florida Building Code may be made to the Florida Building Commission. Appeals related to the building official's interpretation of Florida Statutes, the Florida Building Code, or the Town of Loxahatchee Groves' local amendments may be appealed to the Palm Beach County Construction Board of Adjustment and Appeals, so long as an Interlocal Agreement exists between the Town and the County for such purpose. A written notice of appeal shall be submitted to the Palm Beach County Construction Board of Adjustment and Appeals or the Florida Building Commission within thirty (30) calendar

days after a written decision is rendered by the building official. Appeals shall be in the format required by the respective agency and per Section 553.75, Florida Statutes. A copy of the appeal and the case number provided by the respective agency shall be provided to the Town of Loxahatchee Groves by the appellant.

113.3. Unsafe or dangerous buildings, structures, equipment or service systems. In the case of a building, structure, equipment or service system, which in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in the order, limit the time for such appeals to a shorter period.

SECTION 114 VIOLATIONS

Any person, including an individual, firm, partnership, corporation, or any of their agents who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical, or plumbing system, without full compliance with applicable codes, laws, ordinances, rules, and regulations, shall be guilty of a misdemeanor. Each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules, and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state law. Nothing in this section shall prevent the Town from imposing fines, liens, or seeking injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of Part I, Chapter 162, Florida Statutes, shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under Part XII, Chapter 468, Florida Statutes, are deemed "Code Inspectors," as defined in Section 162.04, Florida Statutes.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical, and plumbing systems that are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with this code. The extent of repairs shall be determined by the building official.

When the building official determines that an unsafe building, structure, or service system cannot be reasonably repaired in accordance with this or the technical codes, it shall be demolished in accordance with this section.

116.1.1 When the building official determines a building, structure, electrical, gas, mechanical, or plumbing system, or any portion thereof, is unsafe, as set forth in this code, he/she shall, in accordance with established procedure for legal notices, give the owner, agent or person in control of such building, structure, electrical, gas, mechanical, or plumbing system written notice stating the defects thereof. The notice shall require the owner within a stated time to either complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical, or plumbing system, or portion thereof.

116.1.2 If necessary to protect the life, health and safety of occupants, such notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems, or portion thereof, to be vacated forthwith and not to be reoccupied until the specified repairs and improvements are completed, inspected, and approved by the building official. The building official shall cause to be posted at each entrance to such building a notice stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm, partnership, corporation or any of its officers, agents, or other servants, to remove such notice without written permission from the building official, or for any person to enter the building, or use such systems, except for the purpose of making the required repairs or of demolishing same.

116.1.3 Owner, agent or person in control shall have the right to appeal from the decision of the building official, as provided hereinafter, and to appear before the Construction Board of Adjustments and Appeals at a specified time and place to show cause why he should not comply with said notice.

116.1.4 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical, or plumbing system, or portion thereof, the building official, after having ascertained the cost, shall cause such building, structure, electrical, gas, mechanical, or plumbing system, or portion thereof, to be demolished, secured, or required to remain vacant or unused.

116.1.5 The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life, health, safety, or the property of others. The building official shall promptly cause such building, structure, electrical, gas, mechanical, or plumbing system, or portion thereof, to be made safe or cause its removal. For this purpose, the building official may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. The building official may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.1.6 Costs incurred under 116.1.4 and 116.1.5 shall be charged to the owner of the premises involved. Notice of such charges shall be provided to the owner by certified mail. If the charges are not paid within ten days following notification, the owner of the premises will be charged in the following manner:

1. The building official shall assess the entire cost of such vacation, demolition, or removal against the real property upon which such cost was incurred, which assessment shall include but not be limited to all administrative costs, postal expenses, newspaper publication, and shall constitute a lien upon such property superior to all others except taxes.
2. The Clerk shall record such lien in the County's Official Record Book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address, which lien shall be effective from the date of recording and shall recite the names of all persons notified and interested persons. After three months from the recording of any such lien, which remains unpaid, the governing body may authorize foreclosure of the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest from date such costs were incurred at the rate of ten percent per annum and shall be enforceable if unsatisfied as other liens may be enforced by the governing agency.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the Article 175 - Floodplain Management of the ULDC shall apply to

requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building Volume or, as applicable, the provisions of R322 of the Florida Building Code, Residential Volume. This section shall not apply to Section 3109 of the Florida Building Code, Building Volume.

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SECTION 118 CONFLICTS AND SEVERABILITY

118.1 Conflicts. Unless otherwise set forth in this article, where there is a conflict between the provisions of the Florida Building Code and this article, the provisions that are most stringent shall prevail.

118.2 Severability. If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining provisions of this code.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #7

TO: Town Council of Town of Loxahatchee Groves
FROM: Jacek Tomasik, Building Official
DATE: January 9, 2024
SUBJECT: Discussion on Building Department Activities

Background:

Staff will present updates regarding the following:

- Building Permit Activities
- New forms and updates to the website
- Streamlining permitting process
- Permitting software evaluation

COMPREHENSIVE PLAN
EVALUATION AND APPRAISAL AMENDMENTS
2023 Goals, Objectives and Policies



Town of Loxahatchee Groves

Underline and ~~strikethrough~~ revisions: Made by Town Council

Underline and ~~strikethrough~~ revisions: Local Planning Agency Recommendations

Underline and ~~strikethrough~~ revisions: Town Staff Recommendations

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INTRODUCTION

(underline areas are additions to the current Comprehensive Plan)

Included within the Evaluation and Appraisal Report update of the Loxahatchee Groves Comprehensive Plan, the Town has opted to adopt a separate Goals, Objectives and Policies document entitled: "Comprehensive Plan Evaluation and Appraisal Amendments 2023 Town of Loxahatchee Groves Comprehensive Plan".

The following 2023 Goals, Objectives and Policies (GOPs) document consists of goals, objectives and policies for each of the Comprehensive Plan Elements extracted from the 2009 Town of Loxahatchee Groves Comprehensive Plan, as amended (2009 Plan), and updated, where necessary, from the results of the 2023 Town of Loxahatchee Groves Evaluation and Appraisal Update. GOP updates to the 2009 Plan included herein, are presented in underline and strikethrough format so that the revisions can be easily tracked. The GOPs are adopted by Ordinance, per Florida Statutes requirements.

GENERAL REQUIREMENTS

Chapter 163.3161-163.3197, Florida Statutes (Community Planning Act) establishes requirements for the format and content of the Comprehensive Plan.

Chapter 163.3164(4), Florida Statutes defines comprehensive plan as ". . . a plan that meets the requirements of Sections 163.3177 and 163.3178". Section 163.3177 lists required conditions, studies, surveys and elements of the Comprehensive Plan. Further, the following two provisions of Chapter 163, Florida Statutes are emphasized by the State:

1. Loxahatchee Groves is charged with setting levels of service for public facilities in the Comprehensive Plan in accordance with which development must occur and permits will be issued; and
2. Public facilities and services needed to support development in Loxahatchee Groves shall be available concurrent with the impacts of such development.

DATA AND ANALYSIS REQUIREMENTS

All goals, objectives, policies, standards, findings and conclusions within the Town's Comprehensive Plan shall be based upon relevant and appropriate data. The Town is not required to collect original data; however, it is encouraged to utilize any original data necessary to update or refine the Comprehensive Plan data base, as long as methodologies are professionally accepted.

Data used shall be the best available, unless the Town desires original data or special studies. Where data augmentation, updates, special studies or surveys are deemed necessary, appropriate methodologies shall be clearly described or referenced and shall meet professionally accepted standards for such methodologies.

The Comprehensive Plan shall be based on population estimates and projections. Population estimates and projections shall be either those provided by the U.S. Bureau of the Census, the University of Florida Bureau of Economic and Business Research, or those generated by the Palm Beach County Planning Division (Population Model projections), or the Town

PROCEDURAL REQUIREMENTS

The Town's comprehensive plan shall be adopted and amended pursuant to the procedural requirements of Sections 163.3184 and 163.3187, Florida Statutes.

GOALS OBJECTIVES AND POLICIES

The following sections of this document shall comprise the goals, objectives and policies component of the Loxahatchee Groves Comprehensive Plan:

<u>Element</u>	<u>Chapter</u>
<u>Future Land Use</u>	<u>1</u>
<u>Transportation</u>	<u>2</u>
<u>Infrastructure</u>	<u>3</u>
<u>Conservation</u>	<u>4</u>
<u>Recreation/Open Space</u>	<u>5</u>
<u>Housing</u>	<u>6</u>
<u>Intergovernmental Coordination</u>	<u>7</u>
<u>Capital Improvements</u>	<u>8</u>
<u>Property Rights</u>	<u>9</u>

When the Town begins the adoption or amendment process, it is required by State law that appropriate public hearings be held. Procedures presented in Chapter 163, Part II, Florida Statutes are closely followed and adhered to at that time. As particular issues or matters of an expressed community concern arise, the Local Planning Agency (LPA) may hold additional public meetings or hearings, to address such concerns. Copies of public meeting legal notices are published pursuant to Chapter 166.04 (3) (a), Florida Statutes.

The Town shall review, and revise, as required, the Five-Year Schedule of Capital Improvements, pursuant to Objective 8.6 of the Capital Improvements Element each year.

MAPS SHOWING FUTURE CONDITIONS

Maps showing future conditions and/or illustrating Comprehensive Plan directives, as necessary, are included within each Element.

ADOPTION ORDINANCE

The 2023 Town of Loxahatchee Groves Comprehensive Plan Goals, Objectives and Policies document adoption ordinance is included herein by reference. Copies of ordinances and legal notices, published pursuant to Chapter 163, Florida Statutes are on file with the Town Clerk.

SUPPORT DOCUMENTATION

Support documentation that forms the basis for the Comprehensive Plan, as well as future amendments and updates shall be included within each successive amendment and/or EAR-based comprehensive plan update.

PLANNING PERIOD

The Town's comprehensive plan must include a planning period for at least a ten-year period. On this basis, the 2023 – 2035 period is utilized in the 2023 Loxahatchee Groves Comprehensive Plan Goals, Objectives and Policies document.

POPULATION PROJECTIONS

The 2020 Census population of Loxahatchee Groves was established at 3,355 residents. Future Town population generated by the Palm Beach County Planning Division Population Model is projected at 4,322 residents by 2035 and 4,908 residents by 2045.

MONITORING AND EVALUAION

The role of monitoring and evaluation is vital to the effectiveness of any planning program and particularly for the Capital Improvements Element. This is largely because the Town's revenue and expenditure streams are subject to fluctuations every year. In order to maintain the effectiveness and relevance of the Capital Improvements Schedule, the Capital Improvements Element requires a continuous program for monitoring and evaluation.

The annual review will be the responsibility of the Town Council. The Town Manager will serve as principal advisor at all formal deliberations related to capital improvement monitoring and evaluation. The Town Council will direct the Town Manager to take appropriate action based upon its findings.

COMMUNITY CHARACTER GOAL

The community character goal is a vision statement toward which all Comprehensive Plan goals, objectives and policies are directed. Ultimately, the development of plans, enforcement of regulations, and operations of the Town are directed toward this end. The vision for the future of the community is as follows:

Loxahatchee Groves will protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has great respect for lifestyle choices balanced with historical community needs. This is reflected in a cost effective, minimal government structure that strives to protect the environment and our quality of traditional lifestyles.

PREVIOUS COMPREHENSIVE PLAN AMENDMENT ORDINANCES

2012-04

2012-05

2013-08

2014-06

2016-03

2016-08

2016-09

2017-01

2017-02

2018-01

2018-10

FUTURE LAND USE
GOALS, OBJECTIVES AND POLICIES (Rev: Ord. 2012-04; 2012-05; 2014-06; 2016-03;
2016-08; 2016-09; 2017-01; 2017-02; 2018-01)

GOAL I: FUTURE LAND USE

Loxahatchee Groves will continue to protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has a great respect for lifestyle choices balanced with **historical changing community needs.**

~~1.1A Objective~~

~~The Town shall protect its rural character by maintaining Okeechobee Boulevard as a two-lane section.~~

~~1.1A.1 Policy:~~

~~In order to maintain the two-lane section, the Town shall support implementation of the following Okeechobee Boulevard improvements:~~

~~a) Coordinate with Palm Beach County to designate the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Parkway; specifically, expansion to a two-lane divided median-enhanced rural parkway with properly spaced left-turn lanes.~~

~~b) Traffic calming features, to include but not limited to roundabouts at Folsom Road and the Letter Road intersections with Okeechobee Boulevard.~~

~~c) Implementation and enforcement of reduced speed limits.~~

~~1.1A.2 Policy:~~

~~On an annual basis, work with Palm Beach County to incorporate future roadway improvements that implement the Town's Okeechobee Boulevard planning policy within the Five-Year Transportation Improvement Program (TIP). In this regard, the Town Council shall be represented at Metropolitan Planning Organization (MPO) meetings in preparation of the TIP.~~

~~1.1A.3 Policy: (Incorporate within Objective 2~~

~~To provide a center of accessible shopping, recreation, and employment opportunities for Loxahatchee Groves' residents, the Town shall create a rural-style commercial center along the Southern Boulevard corridor~~

1.1B Objective:

The Town shall designate future land uses with appropriate uses, densities and intensities that will protect residential and agricultural land uses and encourage limited economic development.

1.1.B.1 Policy:

Land use shall be determined by a the Future Land Use Map FLUM-1.

- 1.1B.2 Policy:
The Town shall regulate density and intensity of land uses as noted in Table 4-8-FLU-1.
- 1.1B.3 Policy:
The Town shall ensure that future land use designations are compatible with adjacent land uses within and outside of the Town boundary.
- 1.1B.4 Policy:
The Town shall encourage the use of Residential Enterprise and Home Office, as provided in Florida Statutes Section 559.955, approvals as a tools to promote limited economic development while preserving its rural character.
- 1.1B.5 Policy:
Land development regulations will, at a minimum:
- A. Regulate the subdivision of land;
 - B. Regulate the use of land and water consistent with this Comprehensive Plan and ensure the compatibility of adjacent land uses and provide for open space;
 - C. Regulate areas subject to seasonal and periodic flooding and provide for drainage and storm water management;
 - D. Protect potable water wellfields and aquifer recharge areas;
 - E. Regulate the placement, size and design of signs in the zoning code ULDC in order to enhance local businesses and prevent sign pollution;
 - F. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
 - G. Provide that development orders and permits shall not be issued which result in a reduction of the level of services for the affected public facilities below the level of service standards adopted in this Comprehensive Plan;
 - H. Create codes allowing diverse low impact home-based businesses;
 - I. Establish codes to regulate uses that create large scale places of assembly;
 - J. Buffer residential uses from non-residential uses uses and associated impacts using mechanisms to promote and enhance the rural natural environment; and.
 - K. Direct future commercial low and commercial low office development to the Southern Boulevard corridor.
- 1.1B.6 Policy:
In reviewing applications for development permits, the Town shall consider all relevant factors, including but not limited to, consistency and compatibility with the Future Land Use Element of the Comprehensive Plan, together with all other Comprehensive Plan elements. The Town shall also consider

compatibility with adjacent zoning, approved plats and existing land uses, including occupied residential areas.

1.1B.7 Policy:

The Town shall encourage the use of innovative land development regulations that enhance the rural atmosphere, reduce energy usage and reduce greenhouse gas emissions.

1.1B.8 Policy:

The Town will discourage and assess potential for urban sprawl in formal review of development proposals utilizing criteria in Rule 9J-5.006(5)(g), F.A.C. Florida Statutes Section 163.3177(6)(a) 2 h.

1.1B.9 Policy:

The Town shall continue to maintain the rural zoning regulations for areas designated Rural Residential in order to protect and preserve the rural communities of present and future residents of these areas. The regulations shall, at a minimum:

A4. Retain an agricultural/residential zoning category and the agricultural uses, including agritourism uses, permitted by the Town's land development code and Florida Statutes Sections 193.461, 570.85 and 570.87.

B2. Provide for zoning districts, which appropriately accommodate residential and/or agricultural and/or agricultural uses, which are consistent with the Rural Residential Future Land Use designation;

C3. Provide assurances that allowed agricultural uses shall be compatible with a rural residential neighborhood in the land development code;

D4. Guarantee the keeping of livestock;

E5. Maintain specific regulations to restrict the types of non-residential and nonagricultural uses allowed and promote the rural character through design,

6. Allow home occupation uses that will not degrade the rural character of the area;

F7. Include provisions for legal non-conforming agricultural uses consistent with this Plan, while not violating the Right-to-Farm Act; and,

G8. Include provisions that: encourage maximizing the preservation of open space and protection of native vegetation and tree canopy in front, rear, and side yards; preserve environmental systems; protect wildlife; and retain the rural character.

1.1B.10 Policy:

Define accessory uses while recognizing the protections provided in the Right to Farm Act and minimize adverse impacts on neighboring properties including the use of Best Management Practices where available.

1.1B.11 Policy:

The Town shall ~~investigate~~ coordinate with the Palm Beach County Property Appraiser ~~a special an appropriate~~ tax valuation for properties that have a Conservation land use or easement and when the land is dedicated to natural resource protection, ~~by December 2010.~~

1.1B.12 Policy:

The Town shall regulate in the land development code ULDC accessory dwelling units, which may include and shall not be limited to caretaker quarters, and groom's quarters.

- A. ~~The Town shall allow accessory dwelling units limited to one bedroom and one bathroom.~~
- b. ~~Caretaker quarters shall be allowed on parcels with bona fide agricultural uses.~~
- c. ~~Groom's quarters shall be allowed on parcels where there are equestrian uses.~~

1.1B.13 Policy:

The Town shall base all future land use decisions upon and ~~consistent~~ consistency with the adopted Comprehensive Plan.

1.1B.14 Policy:

Town will continue to adopt and enforce ~~a set of~~ land development regulations that are consistent with and implement the Town's Comprehensive Plan, ~~within one year of adoption of the Comprehensive Plan and submit them to DCA for review.~~

1 1B.15 Policy:

The Multiple Land Use (MLU) land use designation may be assigned to parcels which are planned to incorporate more than one land use category within a unified plan of development in order to implement Comprehensive Plan directives, including: promotion of sustainable living concepts, preservation of the natural environment, joint traffic impacts assessment; encouragement of alternative transportation modes and economic growth, and mitigation of potential adverse impacts to surrounding areas. In order to be approved by the Town for an MLU designation, a parcel of land shall meet the following criteria:

- A. Minimum Parcel Size: 50 acres;
- B. Road Frontage and Primary Access: A minimum of 1,000 linear feet on an arterial roadway, as defined in Table TRN 1 Local Roads Functional Classification System and illustrated on Map TRN 1 Local Roads Classification Map on Map TRN — 2.3 of the Comprehensive Plan;
- C. Maximum Parcel Depth from Road Frontage: 2,000 linear feet;

- D. Mix of Land Uses: Each parcel assigned an MLU land use designation shall contain a combination of three (3) or more land uses from those listed in Table 4-8- FLU-1;
- E. Development Intensity: The maximum aggregate development potential for an MLU-designated parcel shall be determined by multiplying the acreage of each included land use category by its intensity, as defined in Table 4-8, FLU-1 and summing the result. However, based upon the infrastructure impact assessments performed during the approval process, or voluntarily by an applicant, development potential may be limited by the Town Council;
- F. Conditions of Approval: Any conditions of approval limiting development intensity of an MLU, or other conditions deemed necessary to implement Comprehensive Plan directives shall be stated in the form of Special Policies under Objective 1.15 of the Future Land Use Element of the Comprehensive Plan; and,
- G. Future Land Use Map: Each parcel of land with an approved MLU land use designation shall be so indicated on the Future Land Use Map, along with notes referring to conditions of approval enacted by special policy under Objective 1.15 of the Future Land Use Element.

1.2 *Objective:*

Development of a rural style commercial center consisting of accessible shopping, recreation, and employment opportunities for Town residents, shall be limited to the Southern Boulevard Corridor.

1.2.1 Policy:

The Town shall limit new commercial development to areas south of East Citrus Road border to border.

1.2.2 Policy: Reserved

~~The Town shall examine a special taxing district for non-residential uses south East Citrus Road East border to border by December 2010.~~

1.2.3 Policy:

The Town shall endorse a substantial equestrian facility along the Southern Boulevard Corridor.

Table FLU_1-4 Future Land Uses

Land Use Category	Zoning District(s)	Density	Intensity (Maximum Floor Area Ratio)	Uses
RESIDENTIAL				
Rural Residential (RA)			0.15 (non-residential uses only)	Agricultural uses only — Agricultural uses shall be compatible with a rural residential neighborhood
Rural Residential 5 (RR-5)	Agricultural Residential Residential Rural Enterprise Equestrian Residential	1 du/5 acres	0.15 (non-residential uses only)	Single-family dwelling units and agricultural uses. Agricultural uses shall be compatible with a rural residential neighborhood. Congregate living facilities subject to F.S., with <u>6 beds or fewer.</u>
COMMERCIAL				
Commercial Low Uses (CL)	Commercial Low (CL)		0.15 Exception: Refer to Policy 1.2.6	A limited range of neighborhood-oriented commercial activities designed primarily to provide services to adjacent residential areas. Limited institutional and public facilities allowed including limited access self-storage facilities, and childcare, and commercial recreation facilities
Commercial Office Uses - Commercial Low (CL-O)	Commercial Low (CL-O)		0.20	Offices for administrative, professional and business purposes; <u>medical and accessory offices; childcare facilities; banking and financial institutions; membership organizations; and, uses that are accessory to the office use including restaurants.</u> Limited

<i>Land Use Category</i>	<i>Zoning District(s)</i>	<i>Density</i>	<i>Intensity (Maximum Floor Area Ratio)</i>	<i>Uses</i>
				institutional and public facilities allowed.
Commercial Recreation (CRE)	Commercial Recreation (CRE)		0-15	Developed or planned sites that are privately owned and provide opportunity to partake in recreational and competition activities for a fee. Camps (including overnight stays). Event venues, recreational activity venues.
INSTITUTIONAL				
Institutional and Public Facilities (INST)	<u>Institutional and Public Facilities (INST)</u>		0.10	Uses permitted in the Institutional and Public Facilities future land use designation include a full range of regional and community uses such as educational facilities; childcare facilities and adult day care facilities; congregate living facilities; medical and accessory offices; hospitals, public health clinics, emergency shelters; governmental, religious, cemetery, civic, cultural, judicial, and caretakers' quarters.
PARKS AND RECREATION				
Parks and Recreation (PARK)	<u>Parks and Recreation (PARK)</u>		0.10	Developed or planned sites owned by a governmental entity that provide the public an opportunity to partake in a variety of recreational activities that may be active, passive, or special in nature in a safe and convenient manner that is compatible with its environs.

CONSERVATION			
Conservation (CON)	<u>Conservation</u> <u>Sanctuary</u>	0.05	Natural areas for the purpose of conserving or protecting natural resources or environmental quality. These areas may be used for wildlife management, passive recreation, and environmental restoration/ preservation. The Town shall designate lands which contain natural resources that are to be protected, restored, enhanced, and managed, as appropriate, to sustain viable ecosystems and wildlife habitat and natural resources. These natural areas may include site improvements to support uses which are deemed appropriate and consistent with the function of the designated area.
MULTIPLE LAND USE			
Multiple Land Use (MLU)	Ref: Policy 1.1B.14	Ref: Policy 1.1.B.14	Parcels planned to incorporate multiple Town land use categories, as defined herein, within a unified development concept. Uses may vary from parcel to parcel, depending upon the approved mix of Town land use categories incorporated therein, consistent with Policy 1.1.14 and site specific policies, per Objective 1.15.

Notes: 1. The density calculation for a property is based on the property's gross acreage. 2. That portion of a property dedicated for right-of-way in exchange for compensation may not subsequently be included with the parent property or another property for the purpose of a density or intensity calculation.

1.2.4 Policy:
The Town shall consider extension of Tangerine Drive from B Road the equivalent of 161st Terrace to E Road.

1.2.5 Policy:
The following uses are prohibited: additional big box; gas station; vehicle/car dealerships; and large industrial complexes.

1.2.6 Policy:
The maximum Floor-Area-Ratio of a self-storage facility may be increased above 0.15 provided that parking, loading, landscape, building height, setback and buffer requirements are satisfied.

1.3 *Objective:*
The Town shall strive to encourage a rural community design and look.

1.3.1 Policy:
The Town shall adopt ~~an ordinance~~ architectural guidelines for non-residential development that reflects and updates the Rural Vista Guidelines, ~~by January 2010.~~

1.4 *Objective:*
The Town shall effectively manage and monitor development and redevelopment to assure that facilities and services meet adopted levels of service.

1.4.1 Policy:
Development orders and permits will be conditioned on the availability of the facilities and services necessary to serve the proposed development.

1.4.2 Policy:
Land use regulations shall require that facilities and services meet the established level of service standards and are available concurrent with the impacts of development.

1.4.3 Policy:
Providers of public facilities must be able to authorize service to the various land uses at the same time as the land uses are permitted.

1.4.4 Policy:
Ensure that new development bears a proportionate fair share of the cost for public facility improvements needed to accommodate the impacts of new development by utilizing a variety of mechanisms to access and collect impact fees, dedications and/or contributions from private development.

1.4.5 Policy:
Ensure the availability of suitable land for utility facilities necessary to support proposed developments.

1.5 *Objective:*
The Town shall specify the land use categories in which public schools are an allowable use.

- 1.5.1 Policy:
~~The Town shall allow~~ Future public schools may be allowed as a permitted use subject to special exception approval by the Town Council in the Institutional and Public Facilities (INST) future land use category with a preference for upper grade level schools to be located on Southern Boulevard. In any event, Special Policy 4-15.4 of the Future Land Use Element shall be interpreted as the Palm Beach State College property remaining a lawful use and not transformed to a nonconforming use by virtue of any amendment to the permitted uses in the Rural Residential 5 (RR 5) Land Use Category or the Town's Unified Land Development Code (ULDC).
- 1.5.2 Policy:
 To the extent possible, the Town shall support the collocation of school sites with public facilities such as parks, libraries, and community centers.
- 1.6 *Objective:*
The Town shall maintain an emergency management plan to reduce or eliminate the exposure of human life and public and private property to natural hazards.
- 1.6.1 Policy:
~~The Town shall prepare~~ maintain a Comprehensive Emergency Management Plan to ensure that actions needed to protect the public health and safety shall receive first priority in emergency permitting decisions, ~~by March 2009~~.
- 1.6.2 Policy:
~~The Town shall coordinate their~~ its Comprehensive Emergency Management Plan with the County Emergency Management Office for compliance with the County Emergency Management Plan.
- 1.6.3 Policy:
 The Town shall ensure level of service standards for public facilities are returned to pre-storm levels as soon as possible after a storm event.
- 1.6.4 Policy:
~~The Town shall prepare~~ maintain a post-disaster redevelopment plan, ~~by December 2010~~.
- 1.7 *Objective:*
Provide identification, protection and awareness of historic resources in order to preserve the Town's unique history.
- 1.7.1 Policy:
~~The Town of Loxahatchee Groves~~ shall identify opportunities to exhibit Town history in future Town facilities, greenways and equestrian multi-use trails, and within parks located within the Town.
- 1.7.2 Policy:
 The Town shall coordinate historic resource protection activities, procedures and programs with applicable state and federal laws, policies and guidelines.

- 1.7.3 Policy:
The Town shall undertake a survey of historic properties by 2011. At the time of each required Evaluation and Appraisal Report, evaluate the need to designate any housing structures as locally historically significant and in need of special consideration under the provisions and criteria cited in the Standard Housing code.
- 1.8 Objective:
The Town shall monitor and protect natural resources in accord with the goals, objectives and policies in the Conservation Element.
- 1.8.1 Policy:
The Town shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitats.
- 1.9 Objective:
Protect the quality and quantity of the Town's potable water supply by limiting activities and land uses within the wellfield areas.
- 1.9.1 Policy:
New septic tank systems shall meet applicable state standards for permitting.
- 1.10 Objective:
Minimize flooding problems by coordinating future land uses with topographic, drainage and stormwater management systems and appropriate development codes and regulations.
- 1.10.1 Policy:
Town development codes shall contain floodplain protection provisions consistent with the criteria and mapping of the Federal Emergency Management Administration.
- 1.10.2 Policy:
Through the land development code, public roads and parking lots shall be designed consistent with the criteria of the Loxahatchee Groves Water Control District and the South Florida Water Management District.
- 1.10.3 Policy:
New development shall coordinate with the South Florida Water Management District, the Loxahatchee Groves Water Control District and appropriate agencies in Palm Beach County ("PBC") to provide consistency with water management regulations.
- 1.11 Objective:
The Town shall work towards the elimination of existing land uses which are inconsistent with the Town's development pattern and not compatible with the proposed future land uses.

1.11.1 Policy:
Inconsistent uses are hereby defined as any uses which are located on a site where they would not be permitted by this comprehensive plan.

1.11.2 Policy:
The Town shall adopt and maintain land development regulations which protect the rights of property owners to continue non-conforming uses, but which, at a minimum, provide for the termination of such rights upon the abandonment of a non-conforming use for an extended period of time.

1.11.3 Policy:
Uses that are non-conforming due to density. Existing legally permitted and constructed structures as of the date of adoption of the comprehensive plan may remain. If the legally permitted structure is damaged, destroyed or redeveloped so as to require substantial improvement, it may be repaired, replaced or restored to the same density, provided that the development is brought into compliance with all other applicable codes and regulations.

1.11.4 Policy:
Owners of non-conforming lots of record that were legally established prior to the date of incorporation may construct one single family home on their lot.

1.11.5 Policy:
The existing naturist recreational vehicle park which includes private club and accessory recreational facilities legally established prior to the date of incorporation may remain.

1.12 *Objective:*
The Town shall consider changes to the future land use plan based upon energy-efficient land use patterns and discouragement of sprawl accounting for existing and future energy electric power generation and transmission systems.

1.12.1 Policy:
The Town shall ensure the Town's comprehensive plan and land development code does not prevent the construction of electric substations within the Town.

1.12.2 Policy:
The land development code shall allow for use of alternate, renewable sources of energy including the use of solar panels.

1.12.3. Policy: Reserved

1.12.4 Policy:
The Town shall continue to allow home based businesses to the extent that impacts are compatible with an agricultural/residential community.

1.12.5 Policy:
The Town will strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution. The Town will promote alternative forms of transportation by solidifying a greenways/equestrian multi-use trail plan and

cooperating with PBC for new and improved transit. The Town will also plan internal roadways and cross access between parcels that will allow for more efficient travel.

1.12.6 Policy:

The Town shall ensure development and redevelopment is transit-ready along major transportation corridors.

1.13 *Objective:*

The Town shall implement greenhouse gas reduction strategies.

1.13.1 Policy:

The Town shall educate residents on home energy reduction strategies.

1.13.2 Policy:

The Town shall educate residents, business owners and farmworkers on the cost and environmental effects of automobile idling.

1.13.3 Policy:

The Town shall encourage and educate the public in the planting and maintenance of trees and provide public education on the placement of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

1.13.4 Policy:

The Town shall continue to reduce the heat island effect by supporting sustainable agricultural uses and practices within the Town such as Department of Agriculture Best Management Practices.

1.13.5 Policy:

The Town shall continue to require open space and pervious surface areas in development and redevelopment.

1.13.6 Policy:

The Town shall ~~amend~~ maintain the land development regulations ~~to that include~~ adopt specific standards and strategies that to address greenhouse gas emissions, energy efficient housing, and overall energy conservation, ~~within one year of adoption of the Comprehensive Plan.~~

1.14 *Objective:*

The Town shall encourage the redevelopment and renewal of blighted areas in order to ensure stability of the community as needed.

1.14.1 Policy:

Establish administrative procedures to require rehabilitation and/or demolition of housing, if necessary, following a natural disaster or if a dwelling unit is damaged by fire beyond repair.

1.14.2 Policy: Reserved

~~At the time of each required Evaluation and Appraisal Report, evaluate the need to designate any housing structures as locally historically significant and in need~~

~~of special consideration under the provisions and criteria cited in the Standard Housing Code.~~

1.15 *Objective:*

Special land use policies may be adopted by Loxahatchee Groves the Town when necessary to address site-specific issues related to implementing the Loxahatchee Groves Comprehensive Plan and its special planning studies.

1.15.1: Special Policy: Reserved

1.15.2 Special Policy: **Groves Town Center**

A.(4) Land use and density/intensity of development on the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Map # FLU -1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres/ 103,000 sq. ft. of retail commercial space; Commercial Low Office - Maximum of 16.0 acres/44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres/Maximum of 128 congregate living beds.

B.(2) A 300-foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal.

1.15.3 Special Policy: **The Day Property**

Land use and intensity of development on the property delineated "Special Policy 1.15.3" on the Future Land Use Map, Map #FLU -1.10, shall be regulated by the application of the following: (a) The applicant shall record a Deed Restriction which shall provide that the Intensity of development shall not exceed a floor-area- ratio (F.A.R.) of 0.074 in order to accommodate a maximum of 30,000 sq. ft. of commercial low intensity uses; and (b) this restriction shall automatically increase to whatever F.A.R. may be subsequently granted by the Town Council to any other Commercial Low designated property fronting on Okeechobee Boulevard and lying within the Town limits.

A.(4). A Conceptual Site Plan reflecting the 0.074 F.A.R. shall be approved as part of the initial rezoning approval. Subject to potential future F.A.R. increases permitted by Special Policy 1.15.3(b), development uses, access and intensity shall be consistent with the Conceptual Site Plan.

B.(2). Any increase in development intensity above a 0.074 F.A.R., as permitted in Special Policy 1.15.3(b), shall be processed through the Town's site plan or site plan amendment approval process, as appropriate.

1.15.4 Special Policy: **Palm Beach State College**

Development on the Palm Beach State College Property delineated as "Special Policy 1.15.4" on the Future Land Use Map, Map # FLU-1.10, shall be regulated by the following criteria:

A.(1) ~~Policy 1.15.4-a:~~ Development of the property shall be governed only by the following regulations:

- ia. SREF- State Requirements for Educational Facilities as adopted in Rule 6A-2.0010;
- iiib. Florida Building Code;
- iiie. Florida Fire Prevention Code;
- ivd. South Florida Water Management District; and,
- ve. Loxahatchee Groves Water Control District.

~~B.(2) Policy 1.15.4-b:~~ A “Master Site Development Plan” providing the following information for the overall site shall be submitted to the Town for approval prior to issuance of the first building permit:

- ia. Site Acreage;
- iiib. Site boundaries clearly identified, and ties to section corners;
- iiie. Existing and proposed land uses and existing uses on adjacent land;
- ivd. Generalized location of development areas and uses;
- ve. Indication of vehicular connections to public rights-of-way;
- vif. A valid Conceptual Driveway Permit approval from the Florida Department of Transportation issued pursuant to the “State Highway System Access Management Classification System and Standards”, as amended;
- viiig. Design Guidelines to be consistent with the intentions of the Town’s Rural Vista Guidelines as can be applied to a college campus;
- viii h. All adjacent public and private rights-of-way and easements, indication of ultimate right-of-way line, centerline, width, pavement width, existing and proposed median cuts and intersections, street light poles and other utility facilities and easements;
- ixi. Indication of existing native vegetation that will be preserved;
- xj. A detail of the proposed buffer for screening along the northern boundary, including addressing removal of invasive vegetation and replanting; and,
- xik. Site Data, including the maximum intensity permitted on site.

~~C.(3) Policy 1.15.4-c:~~ A copy of the “Campus Master Plan” prepared pursuant to State Requirements for Educational Facilities as adopted in Rule 6A- 2.0010 and all future 5-year updates shall be submitted to the Town of Loxahatchee Groves for informational purposes. The 5 - year updates to the “Campus Master Plan” shall be submitted to the Town of Loxahatchee Groves for informational purposes prior to submission of the Plan to the Department of Education. During the development of the Educational Plant Survey and the Campus Master Plan, the Town shall be given the opportunity to raise any issues or concerns with the Plan for consideration by the College.

1.15.5 Special Policy: Reserved

1.15.6 Special Policy: **Anser Animal Hospital**

The existing veterinary clinic use for the treatment of small and large animals on the property delineated as “Special Policy 1.15.6” on the Future Land Use Map, Map #FLU-1.10, is determined to be legal and conforming to the Loxahatchee Groves Unified Land Development Code (ULDC) and may expand subject to the land development regulations therein, provided that the on-site care and

treatment of Class I and Class II wildlife, as defined in Florida Administrative Code Section 68A-6.002(1), is prohibited.

1.15.7 Special Policy: **Brier and Red Clover**

Properties within the area defined by the following features, where a planned mixture of non-residential land use designations currently predominates, may apply for a change in land use to a MLU, CL, CLO, INST or CON Future Land Use designation: Collecting Canal (north), Southern Boulevard (south), "C" Road (east), and "B" Road (west). The intent of this policy is to exempt the subject properties from policies 1.1.5.k, 1.1.15.a, and 1.1.15.b.

MAP FLU-1-2035 Future Land Use MAP

(Refer to the following page)



Legend

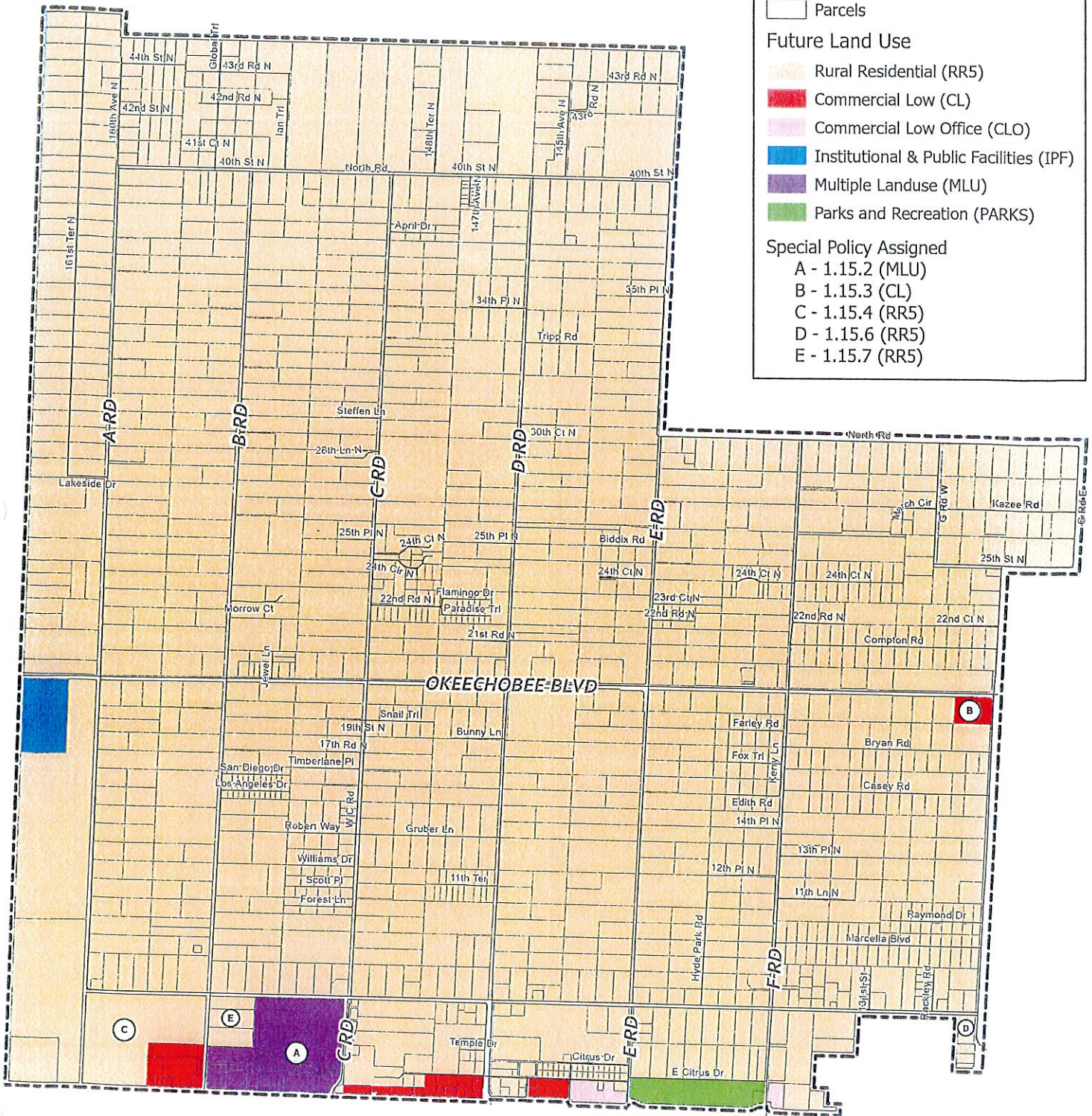
- Municipal_Boundaries
- Roads
- Parcels

Future Land Use

- Rural Residential (RR5)
- Commercial Low (CL)
- Commercial Low Office (CLO)
- Institutional & Public Facilities (IPF)
- Multiple Landuse (MLU)
- Parks and Recreation (PARKS)

Special Policy Assigned

- A - 1.15.2 (MLU)
- B - 1.15.3 (CL)
- C - 1.15.4 (RR5)
- D - 1.15.6 (RR5)
- E - 1.15.7 (RR5)



TRANSPORTATION ELEMENT

GOALS, OBJECTIVES AND POLICIES (~~Rev. Ord. 2013-08; Ord. 2017-01; Ord. 2018-10~~)

GOAL 2: TRANSPORTATION

The Town of ~~Loxahatchee Groves~~ shall provide, maintain and improve a safe, convenient and energy efficient multi-modal transportation system that is consistent with the Town's growth management principles, specifically the maintenance of its character, and is coordinated with a regional network which balances the needs of all current and future users in a manner to ensure the economic vitality of the Town as a rural residential **and agricultural** community and the enhancement of the Town's quality of life.

Concurrency Management

2.1 Objective:

The Town shall ensure that adequate public facilities are available concurrent with the impacts of development, and shall monitor impacts resulting from new development.

2.1.1 Policy:

The Town's Major Roads Functional Classification System is illustrated on Map TRN-1. The Town of ~~Loxahatchee Groves~~ shall adopt support the generalized two-way peak hour volumes for Florida's Urbanized Areas for all County urban collector roadways such as Okeechobee Boulevard at the Level of Service (LOS) "D" standard. However, in order to maintain Okeechobee Boulevard as a two-lane section, the Town may pursue a CRALLS (Constrained Roadway Operating At A Lower Level Of Service) designation or alternative roadway classification.

2.1.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall adopt the generalized two-way peak hour volumes at the Level of Service standards established by the Florida Department of Transportation for all roadways on the State Highway System, Florida Intrastate Highway System (FIHS), and/or Strategic Intermodal System (SIS).

2.1.3 Policy:

The transportation network should be kept at the adopted Levels of Service by means of implementation of improvements to correct projected deficiencies. Projects should be listed in the Five-Year Schedule of Capital Improvements.

2.1.4 Policy:

The Town shall coordinate with Palm Beach County ("PBC") and the Florida Department of Transportation to address the deficiencies of roadways, as identified in the existing and future level of service analysis.

2.1.5 Policy:

Prior to the granting of a building permit, an applicant shall obtain transportation concurrency approval from ~~Palm Beach County~~ PBC and the Town. No building permit will be issued unless documentation of the corresponding transportation concurrency approval certificate has been presented.

2.1.6 Policy:

Transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the Town approves a building permit that results in traffic generation.

Intergovernmental Coordination

2.2 *Objective:*

The Town of ~~Loxahatchee Groves~~ shall participate in cooperative intergovernmental plans and programs to improve the safety, efficiency of the transportation system, while protecting the interests of the Town.

2.2.1 Policy:

The Town of ~~Loxahatchee Groves~~ shall coordinate with Palm Tran and the Palm Beach County MPO Transportation Planning Agency to identify programs and policies that will assist in the provision of a convenient, public transit network that will provide both local and regional connections and that will accommodate the physically disabled.

2.2.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall participate in cooperative intergovernmental plans and programs that will improve safety for users of all modes of transportation including pedestrian, bicycle, equestrian, motor vehicle and transit.

2.2.3 Policy: Reserved.

2.2.4 Policy:

The Town of ~~Loxahatchee Groves~~ will coordinate with all affected local governments, special districts, the Florida Department of Transportation, ~~Palm Beach County~~ PBC, Palm Beach County MPO Transportation Planning Agency and other public agencies to provide input and advocate for implementation of the

Town's policies regarding future roadway plans for Okeechobee Boulevard, SR-80 and other roadways as necessary. The Town shall accordingly protect rights-of-way for future roadway projects and shall include right-of-way requirements in the Land Development Regulations.

2.2.5 Policy:

The following shall be Town policies: (1) permanent removal of the "E" Road, 140th Avenue extension; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of "A" Road from consideration of expansion to four lanes from the County's 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

2.2.6 Policy:

In order to maintain the two-lane section on Okeechobee Boulevard and protect its rural character, the Town shall support implementation of the following:

A. Designation of the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Minor Collector on the County's Roadway Classification Map and designed as a Rural Parkway;

B. Traffic calming features to include, but not limited to, roundabouts, traffic signals, and/or stop signs at the Letter Road intersections; and

C. Implementation and enforcement of reduced speed limits.

D. Increase landscaping along and within the right-of-way to enhance rural feel.

2.2.7 Policy:

The Town shall review roadways and intersections with frequent speeding occurrences, operational deficiencies, and/or high crash frequencies. Specifically, the Town shall investigate strategies to coordinate with the Florida Department of Transportation and ~~Palm Beach County~~ PBC to:

A1. Address traffic operational deficiencies at Southern Boulevard intersections; and,

B2. Reduce speeding on Okeechobee Boulevard.

2.2.8 Policy:

On an annual basis, work with PBC to incorporate future roadway improvements that implement the Town's Okeechobee Boulevard planning ~~policy~~ Policies 2.2.5

and 2.2.6 within the Five-Year Transportation Improvement Program (TIP). In this regard, the Town Council shall be represented at Transportation Planning Agency meetings in preparation of the TIP.

Greenways and Equestrian Multi-Use Trails

2.3 Objective:

The Town of Loxahatchee Groves shall develop a greenway and equestrian multi-use system to meet the needs and interests of the residents of Loxahatchee Groves. To assist in this effort, the Town may maintain the Roadway Equestrian Trails and Greenways (TAG) (RETAG) Advisory Committee, created by Town Resolution 2011-05.

2.3.1 Policy:

The Town shall create a map of existing equestrian riding and multi-use trails.

2.3.2 Policy:

The Town shall work toward establishing equestrian multi-use trails and greenways within the existing canal maintenance easements on all Letter Roads. In addition, the Town shall identify new connections to existing trails, which if acquired would greatly enhance pedestrian, bicycle, or equestrian circulation throughout the Town.

2.3.3 Policy:

A plan for a cohesive internal trail system with connections to neighboring communities may be completed, under the direction of the Roadway, Equestrian Trails and Greenways (RETAG) (TAG) Committee.

~~2.3.4: Policy: Reserved~~

~~Annually, the RETAG MU-TAG Committee shall assess whether the greenway and equestrian trail system is sufficient for the needs of the residents. As part of its annual assessment, RETAG MU-TAG shall recommend projects to be included in the Five-Year Schedule of Improvements.~~

2.3.5 Policy:

The greenway and equestrian multi-use trails system, wherever feasible, shall provide connectivity among connections between residential properties homes, parks, recreational facilities, open spaces, and commercial facilities throughout the Town.

2.3.6 Policy:

All vehicular parking for land uses which are adjacent to the greenway and equestrian multi-use trail system should provide the parking on a side away from the trail.

2.3.7 Policy:

The Town, ~~in cooperation with LGWCD and the RETAG~~, shall develop minimum design standards for greenway and equestrian multi-use trails for inclusion in its Land Development Regulations. ~~The Town shall coordinate the application of its minimum design standards with the LGWCD whenever a proposed greenway or equestrian trail falls within an LGWCD right-of-way. Further, the RETAG shall work cooperatively with the Loxahatchee Groves Water Control District to develop trail design documents.~~

2.3.8 Policy: Reserve

~~The greenway and equestrian multi-use trail system shall be maintained and improved to be consistent with the Town's minimum design standards.~~

2.3.9 Policy:

The Town shall may use landscaping and signs to visually identify crossings and trail access points. ~~Safe and controlled crossings shall be provided.~~

2.3.10 Policy:

The Town may encourage and accept additional ~~shall ensure sufficient~~ right-of-way and easements ~~is preserved~~ to construct and maintain the multi-use trails.

2.3.11 Policy:

The Town shall coordinate the provision of greenway and equestrian multi-use trail connections among adjoining or abutting properties during the site plan review process.

2.4 *Objective:*

The Town of Loxahatchee Groves' greenway and equestrian multi-use trail system shall be financially feasible.

2.4.1 Policy: Reserved

~~The Town shall determine which trails should be considered for public ownership.~~

2.4.2 Policy:

The Town shall explore the possibility of obtaining grants, gifts, contributions, funding assistance, and other financial resources for the development of equestrian ~~riding~~ multi-use trails.

2.4.3 Policy:

The Town should pursue joint efforts with all affected local governments, special districts, and other public agencies with respect to the acquisition, development

and maintenance of multi-use trails as a means for reducing costs and pooling resources.

2.4.4 Policy:

The following ~~equestrian~~ multi-use trails and greenways projects shall be pursued by the Town until such time that a plan pursuant to Policy 2:3.3 is completed:

- A. North-South Town-wide trail connectivity along all Letter Roads by pursuing trail crossings of Okeechobee Boulevard and Collecting Canal at these intersections;
- B. East-West Town-wide trail connectivity ~~along easements along the south side of~~ Collecting Canal and 6th Court North, North Road, and Okeechobee Boulevard;
- C. Multi-use ~~Equestrian~~ trail/greenway easements within future non-residential developments along Southern Boulevard ~~Equestrian Trail easements~~ to provide connectivity between Loxahatchee Groves Park and the existing trail on F Road; and,
- D. Additional projects as deemed appropriate by the Town Council, as the opportunity arises.

Land Use/Transportation Coordination

2.5 Objective:

The Town shall coordinate the transportation system with the future land use map and ensure land uses are consistent with transportation modes and services proposed to serve those areas.

2.5.1 Policy:

The Town shall encourage connectivity ~~among~~ within all new development and redevelopment projects so as to minimize impacts on the roadway network.

2.5.2 Policy: Reserved

~~The Town shall collocate where possible primary civic facilities, thereby reducing the number of vehicle trips.~~

2.5.3 Policy:

The Town shall coordinate the transportation system with land uses through implementation of, but not limited to, the following programs, activities or actions:

- A1. Transportation facilities and services shall be planned and located in a manner which minimizes the potential impacts on adjacent land uses with consideration given specially to existing residential areas;

- 2. ~~Intermodal facilities shall be located so as to maximize the efficiency of the transportation system; and,~~
- 3. ~~All opportunities to provide adequate bus shelters will be explored~~

Right-of-Way Protection

- 2.6 *Objective:*
The Town of Loxahatchee Groves shall ensure that future development does not encroach upon existing rights of-way.
 - 2.6.1 Policy:
 The Town shall ensure that future development does not encroach upon existing rights-of-way.
 - 2.6.2 Policy:
 Future right-of-way requirements for State and County roads, illustrated on Map TRN 1 Major Roads Functional Classification Map, shall be established in conformance with Palm Beach County PBC Standards to meet future needs, while maintaining the rural character of the Town.
 - 2.6.3 Policy:
 The Town shall continue to obtain additional survey data on the Town roads as the basis for implementing future road improvements.

Safety, Maintenance and Improvement of Local Roadways

- 2.7 *Objective:*
The Town shall maintain a safe local roadway network.
 - 2.7.1 Policy:
 For the purpose of allocating public maintenance and capital improvements projects funds, the Town’s local roads shall be classified as follows: in Table TRN 1 Local Roads Functional Classification System and illustrated on Map TRN 2 Local Roads Classification Map.
 - 1. ~~Category 1 – Surfaced local public roads under the jurisdiction of the Town.~~
 - 1. A. ~~– Paved local public roads;~~
 - 1. B. ~~– OGEM surfaced local public roads;~~
 - 2. ~~Category 2 – Unsurfaced local public roads;~~
 - 2. A. ~~– Loxahatchee Groves Water Control District roads;~~
 - 2. B. ~~– Town of Loxahatchee Groves roads;~~
 - 3. ~~Category 3 – Private local roads (public access); and~~
 - 4. ~~Category 4 – Private local roads (no public access).~~

- 2.7.2 Policy:
The Town shall continue to encourage joint use of driveways and cross access agreements among adjoining property owners to allow circulation between sites and reduce the number of vehicular trips along roadways.
- 2.7.3 Policy:
The Town shall ensure that proper traffic signage is provided on local roads including speed limit, warning, guide, and street name signs.
- 2.7.4 Policy:
The Town shall investigate and implement strategies with all affected governments, special districts, and other public agencies, including the LGWCD, to discourage cut-through traffic on local roads throughout the Town.

Table TRN 1
Local Roads Functional Classification System

<u>Road Classification</u>	<u>Function</u>	<u>Design Objective</u>
<u>Service Level 1</u>	<u>Principal public access from Town properties to both Okeechobee Boulevard and Southern Boulevard</u>	<u>Improved or unimproved, as determined by the Town</u>
<u>Service Level 2</u>	<u>Public access from Town properties to Okeechobee Boulevard or Southern Blvd.</u>	<u>Improved or unimproved, as determined by the Town</u>
<u>Service Level 3</u>	<u>Connector public access between two or more Service Level 1 Roads</u>	<u>Improved or unimproved determined by Town and abutting owners</u>
<u>Service Level 4</u>	<u>Non-through public direct access to Town properties</u>	<u>Improvement can be requested by abutting owners and approved by Town.</u>
<u>Service Level 5</u>	<u>Non-through private direct access to Town properties</u>	<u>Improvements may be made by abutting owners</u>

Source: ~~Town of Loxahatchee Groves Roadway Equestrian Trail and Greenways Advisory Committee; 2019.~~

- 2.7.5 Policy: Reserved
- 2.7.6 Policy: Reserved
~~Implement Town Okeechobee Boulevard policies stated in Objective 1.1A of the Future Land Use Element.~~
- 2.7.7 Policy:
The Town shall coordinate with law enforcement agencies to reduce crashes and enforce traffic codes and regulations.

2.7.8 Policy:
The Town shall utilize and update the current Road, Greenway, and Roadways Equestrian multi-use Trails and Greenways Plan to guide future roadway and equestrian multi-use trails maintenance and safety improvements.

2.7.9 Policy:
The Town will strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution. ~~The Town will promote~~ by promoting alternative forms of transportation by ~~solidifying a greenways/equestrian trail plan~~ and cooperating with Palm Beach County PBC for new and improved transit. ~~The Town will also plan internal roadways and cross access between parcels that will allow for more efficient travel.~~

2.7.10 Policy: Reserved
~~The Town shall continue to coordinate with LGWCD for proper maintenance of the roadways.~~

2.7.11 Policy:
The following general roadway programs, determined to be necessary for attaining or maintaining desired service levels, shall be pursued by the Town. Specific projects shall be included as part of the annual review and update of the Five-Year Schedule of Capital Improvements:

A1. Intersection control improvements at Okeechobee Boulevard and the Southern Boulevard intersections with "B", "D" and "F" Roads;

B2. Installation of OGEM surface treatment and/or pavement at appropriate locations on the Town roads;

C3. Installation of OGEM surface treatment on non Town roads provided that public right-of-way dedications from all affected property owners are procured; and,

D4. Construction of new Town local roads, reconstruction or resurfacing of existing paved Town local roads, or paving or surfacing of existing graded Town local roads.

2.7.12 Policy:
Service Level 4 and Service Level 5 roads, including private access easements, shall not provide access to, and egress from the Town from areas outside of its corporate limits.

Transit

2.8 Objective:

~~The Town of Loxahatchee Groves shall support and coordinate with Palm Beach County PBC to provide safe, efficient, and convenient accessibility and availability to transit for all users.~~

2.8.1 Policy:

The Town shall coordinate with Palm Tran and the MPO Transportation Planning Agency to provide convenient service and access to intermodal terminals and facilities, including Palm Beach International Airport and other generators and attractors.

2.8.2 Policy:

~~The Town of Loxahatchee Groves shall coordinate with Palm Tran, and the MPO Transportation Planning Agency to identify programs and policies that will assist in the provision of a convenient, public transit network that will provide both local and regional connections and that will accommodate the physically disabled.~~

2.8.3 Policy:

Require all applicants for site plan approval of all non-residential development on a property fronting Southern Boulevard to ~~conform~~ comply with the need for a Bus Stop Boarding and Alighting Area (BSBAA), as determined by Palm Tran.

Greenhouse Gas Reduction

2.9 Objective:

~~The Town of Loxahatchee Groves shall support and coordinate with Palm Beach County to reduce greenhouse gas emission by promoting alternative modes of transportation.~~

2.9.1 Policy:

The Town will strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution. The Town will promote alternative forms of transportation by solidifying a greenways/equestrian multi-use trails and greenways plan and cooperating with Palm Beach County for new and improved transit. ~~The Town will also plan internal roadways and cross access between parcels that will allow for more efficient travel.~~

2.9.2 Policy:

The Town shall ensure redevelopment is transit-ready along major transportation corridors.

MAP TRN-1-Major Roads Functional Classification System
(Refer to the following page)



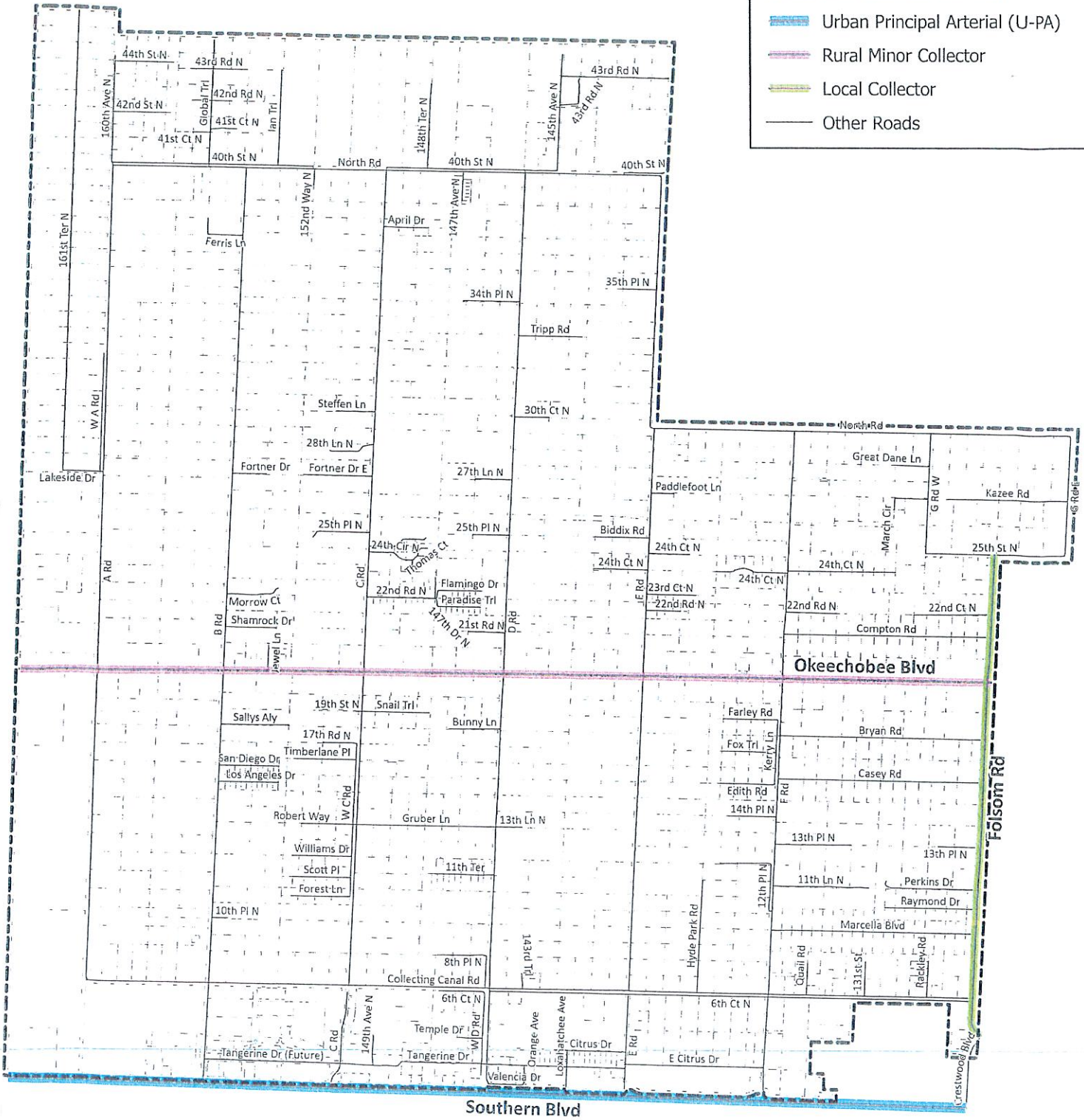
MAP TRN-1 - Major Roads Functional Classification Map

Municipal Boundaries

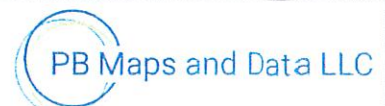
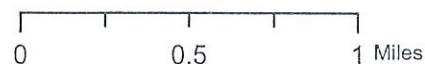
Parcels

Functional Classification

- Urban Principal Arterial (U-PA)
- Rural Minor Collector
- Local Collector
- Other Roads



Source: 2023 Town of Loxahatchee
Municipal Boundaries and Roads;
County Property Appraiser Parcels



MAP TRN-2-Local Roads Classification System
(Refer to the following page)

MAP TRN-2-Local Roads Classification System

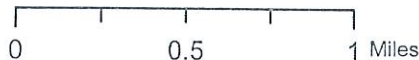
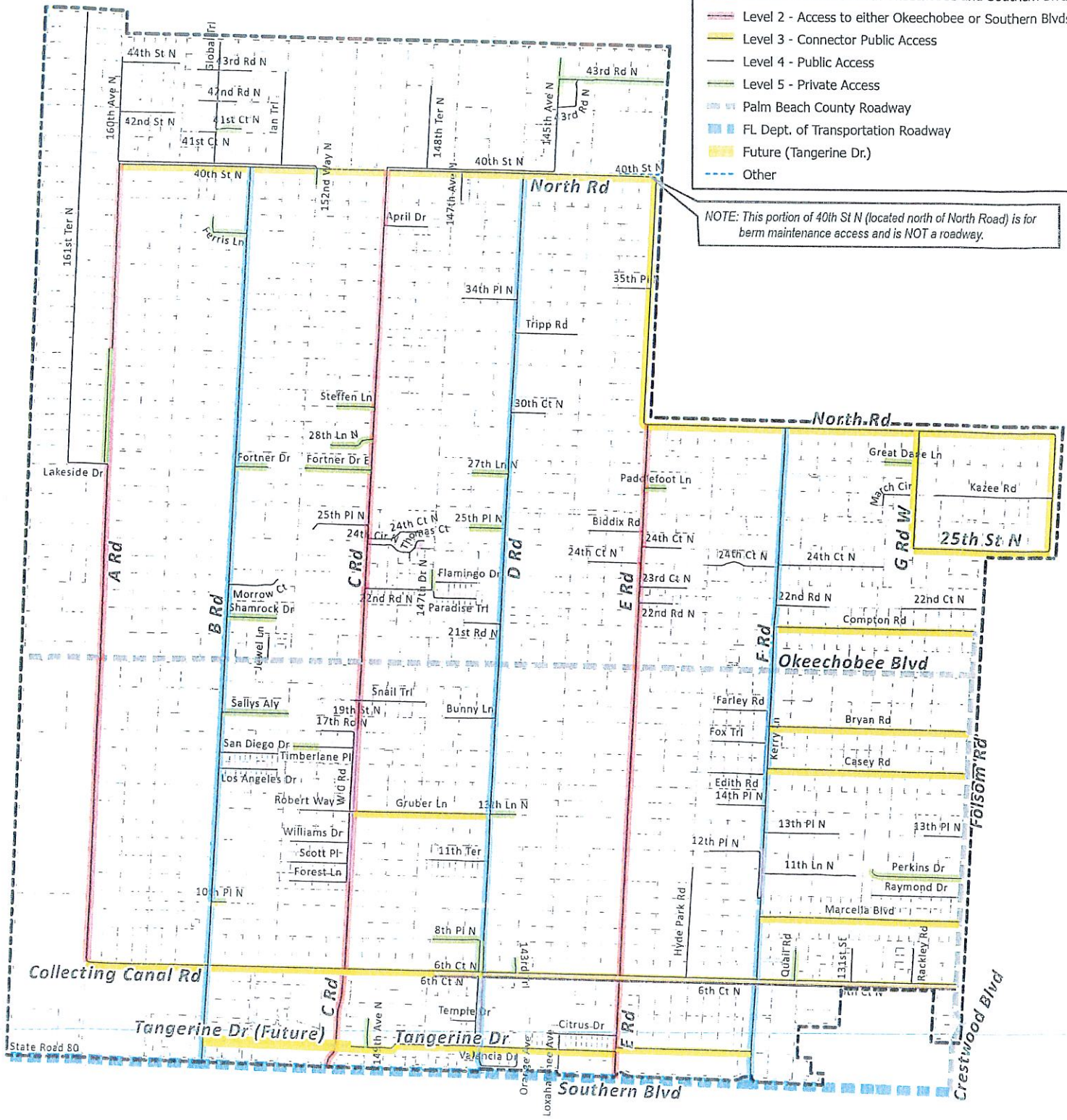


MAP TRN-2 - Local Roads Classification Map

Legend

- Municipal Boundaries
- Parcels
- Level of Service**
 - Level 1 - Access to both Okeechobee and Southern Blvds
 - Level 2 - Access to either Okeechobee or Southern Blvds
 - Level 3 - Connector Public Access
 - Level 4 - Public Access
 - Level 5 - Private Access
 - Palm Beach County Roadway
 - FL Dept. of Transportation Roadway
 - Future (Tangerine Dr.)
 - Other

NOTE: This portion of 40th St N (located north of North Road) is for berm maintenance access and is NOT a roadway.



INFRASTRUCTURE
GOALS, OBJECTIVES AND POLICIES (Rev: ~~Ord. 2013-08~~)

GOAL 3: INFRASTRUCTURE

Ensure the provision of high quality, healthful, effective, reliable, efficient, environmentally sound and necessary services for coordinated sanitary sewer, solid waste, drainage, potable water and natural ground water aquifer recharge to town residents and visitors.

DRAINAGE GOAL 3A: DRAINAGE

Provide high quality, healthful, effective, reliable, efficient, environmentally sound and necessary services for coordinated drainage.

3A.1 *Objective:*

To optimize the utilization of water resources through provision of stormwater management in urban areas for the Town which reduces damage and inconvenience from flooding, promotes aquifer recharge, minimizes degradation of water quality in surface and groundwater and protects the functions of wetlands in urban areas.

3A.1.1 Policy:

Storm water management facilities shall be designed in accordance with South Florida Water Management District (SFWMD) criteria, and, when applicable, with Loxahatchee Groves Water Control District (LGWCD) criteria.

3A.1.2 Policy:

The Town of Loxahatchee Groves shall implement ~~adopt in the Unified Land Development code~~ maintain land development regulations which implement the minimum design criteria for stormwater management, as shown below, as the level of service standard to be used as the basis to assess adequacy of service, and concurrency during the development review process.

a. Minimum roadway and parking lot elevations; shall be at least at the highest elevation that may occur at the peak of the 10-year one-day storm event;

b. Minimum site perimeter elevations shall be at least the 25-year-3-day stage. Site runoff up to such stage level may not overflow into any adjacent property, unless a permanent drainage easement is obtained;

c. Dry or wet retention/detention, stage versus storage, stage versus discharge and flood routing calculations for the 10-year, one day, 25-year, 3-day and 100-year, 3-day storm events for the site shall be submitted with the site development plans;

d. Building floor elevations shall be at or above the 100-year flood elevation, as determined from the Federal Flood Insurance Rate Maps or

~~calculations following the latest SFWMD methodology, whichever is greater;~~

~~e. Off site discharge shall be limited to pre development runoff based on the 25 year 3 day storm event calculated by SFWMD methods;~~

~~f. All roof runoff shall be detained on site;~~

~~g. Storm sewers shall be designed to convey the 5 year, 1 day storm event;~~

~~h. Prior to discharge to surface or groundwater, BMP's of SFWMD shall be used to reduce pollutant loading from storm water runoff from non-agricultural uses; and,~~

~~i. Prior to discharge to surface or groundwater, BMPs of the DEP and USDA shall be used to reduce pollutant loading from storm water runoff from agricultural uses.~~

3A.1.3 Policy:

The Town shall support the LGWCD in ~~considering~~ consider the impact of the construction and operation of stormwater management facilities and support services on adjacent natural resources in accordance with SFWMD regulations during the installation of new stormwater management facilities and the expansion of, or increase in capacity of stormwater management facilities.

3A.1.4 Policy:

Coordinate with the SFWMD ~~and the LGWCD~~ to implement applicable portions of the SFWMD regional water resource projects, which intend to reduce losses of excess stormwater to tide, recharge the Surficial aquifer and Water Preserve Areas or provide additional storage surface waters.

3A.1.5 Policy:

The Town shall support the LGWCD in ~~addressing~~ address stormwater management issues on a watershed (basin) basis in accordance with SFWMD permits as a means of providing cost effective water quality and water quantity solutions to specific watershed problems.

3A.1.6 Policy:

The Town shall support the LGWCD in ~~managing~~ manage the construction and operation of its facilities through the Floodplain Development Application (FDA) approval process which dam, divert or otherwise alter the flow of surface waters to minimize damage from flooding, soil erosion or excessive drainage.

3A.1.7 Policy:

The Town shall support the SFWMD in maintaining and protect ground water recharge of the Surficial Aquifer system so as to maintain all of the functions of the Aquifer, including the reduction of saltwater intrusion. ~~LGWCD capital~~

Capital projects shall be incorporated within the Town's ~~Five-Year Schedule of Capital Improvements~~ Plan on an annual basis.

3A.1.8 Policy:

The Town shall support the LGWCD in ~~requiring~~ require that new drainage facilities shall be designed to provide pollution control sufficient to meet criteria of all local, state and federal regulatory requirements, including but not limited to the following when applicable:

- a. Retention of stormwater;
- b. Flow of stormwater over grassed and vegetated areas;
- c. Sumps;
- d. Grease separation baffles;
- e. Mosquito control; and,
- f. Infiltration and percolation prior to overflow or outfall discharge.

3A.1.9 Policy:

Use Best Management Practices (BMPs) in accordance with its regulations and those of the ~~South Florida Water Management District~~ SFWMD and the Florida Department of Environmental Protection.

3A.1.10 Policy:

The Town shall support the Lower East Coast Regional Water Supply Plan and operating procedures to increase recharge water to the Surficial Aquifer.

3A.1.11 Policy:

Utilize, preserve, restore and enhance natural water bodies and functions by encouraging non-structural and structural erosion control devices and discourage the canalization, installation of ~~seawalls~~ retaining walls or other alteration of natural rivers, streams and lakes.

3A.1.12 Policy:

Protect the water storage and water quality enhancement functions of wetlands, floodplains and aquifer recharge areas through acquisition, enforcement of rules and the application of land and water management practices which provide for compatible uses.

3A.1.13 Policy:

Coordinate with the ~~LGWCD~~, Palm Beach County ("PBC") and SFWMD to protect aquifers from depletion through water conservation and preservation of the functions of high recharge areas including but not limited to the water conservation areas and water preserve areas.

3A.1.14 Policy:

The Town of ~~Loxahatchee Groves~~ shall investigate the need to acquire a National Pollution Discharge Elimination System - Municipal Separate Storm Sewer System (NPDES-MS4) and the implementation of the permit conditions including monitoring of outfalls and improving stormwater management practices ~~by December 2009.~~

3A.1.15. Policy:

~~The Town of Loxahatchee Groves shall investigate the creation of grading and drainage standards for residential properties.~~

~~NATURAL GROUNDWATER AQUIFER RECHARGE~~

GOAL 3B: NATURAL GROUNDWATER AQUIFER RECHARGE

Provide natural ground water aquifer recharge meeting all applicable federal, state and local water quality standards and does not compromise the sustainability of the town's water resources to supply water in the future.

3B.1 *Objective:*

Conserve and protect potable water resources with primary focus on the Surficial Aquifer by optimizing the utilization of water resources through effective water management practices.

3B.1.1 Policy:

The Town shall enforce the landscape regulations which shall address the SFWMD's xeriscape guidelines.

3B.1.2 Policy:

The Town shall protect groundwater quality by continuing to ~~implement~~ support the County's Wellfield Protection Ordinance, which regulates the storage, handling, usage, disposal or production of hazardous materials and solid waste within designated zones of influence as identified in the Code

3B.1.3 Policy:

The Town shall support ~~Palm Beach County~~ PBC to implement a year-round public information and education program promoting water conservation.

3B.1.4 Policy:

The Town shall support ~~PBCWUD~~ PBC to continue to implement a leak detection program to reduce the amount of unaccounted-for water loss within its utility systems.

3B.1.5 Policy:

The Town shall coordinate with the ~~LGWCD~~ SFWMD in the maintenance of sufficient water levels in the canals system for fire protection purposes, ~~by exploring partnering with Palm Beach County in its investigation of storm water reservoirs.~~

3B.1.6 Policy:

The Town shall support ~~the LGWCD in its efforts to~~ maintain sufficient water levels in the canals in its interaction with SFWMD.

3B.2 *Objective:*

Potable water facilities shall be designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features and not exacerbate saltwater intrusion.

3B2.1 Policy:

The design for the construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels, ~~and exacerbation of saltwater intrusion~~. The design shall also consider whether or not the construction, operation and maintenance will significantly harm the aquifer system. Adverse impacts of construction, operation, and maintenance shall be avoided or at least minimized.

3B2.2 Policy:

In order to protect and conserve the Surficial Aquifer, ~~Palm Beach County PBC Water Utilities~~ and the Town shall investigate utilization of alternate potable water sources to supplement and broaden its future water supply sources. These potential sources could include the Floridan Aquifer, desalinization, capture and storage of excess storm water currently lost to tide and other technologies which may be addressed in the SFWMD's Lower East Coast Regional Water Supply Plan.

POTABLE WATER GOAL 3C: POTABLE WATER

Provide commercial and residential potable water supply system which provides an adequate supply of water meeting all applicable federal, state and local water quality standards.

3C.1 *Objective:*

The Town shall support PBC Water Utilities (PBCWUD) to identify and, where feasible, correct existing potable water facilities' deficiencies as necessary.

3C.1.1 Policy:

The Town shall assist the County ~~with capacity surpluses and deficiencies for the long-term planning horizon and any other relevant issues.~~ in planning for the Town's potable water supply needs by participating in the preparation of periodic Water Supply Facilities Plan updates.

3C.1.2 Policy

The Town shall continue to participate in the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement as a means to provide potable water supply service to Town residents.

3C.2 *Objective:*

Potable water facilities, currently depicted on MAP INF-1, shall be provided to meet the Town's short-term and long-term future needs. Long-term needs shall be addressed in the 10-Year Water Supply Facilities Work Plan updates.

3C.2.1 Policy:

The level of service (LOS) standard for potable water facilities shall be the Florida Department of Environmental Protection Permitted Capacity of the County facility that serves the Town. The LOS standard for water treatment plants planning shall be measured by maximum average daily flow. The level of service (LOS) standard for potable water facilities provided by PBCWUD in the current 10-year Water Supply Facilities work Plan is 126-111 GPD per capita.

3C.2.2 Policy:

The Town of ~~Loxahatchee Groves~~ shall require in the land development regulations that applicants for development permits utilize existing potable water facilities if lines are available as defined by Chapters 62-550, 62-555, and 62-560, Florida Administrative Code (FAC).

3C.2.3 Policy:

~~The Town shall support the planning~~ Planning for additional capacity and/or a reduction in per capita demand ~~shall be include to be included~~ in the 10-Year Water Supply Facilities Work Plan. ~~as required in Chapter 163 of Florida Statutes to increase the coordination of local land use and future water supply planning.~~

3C.2.4 Policy:

An assessment of the impacts of the construction and operation of new or expansion of existing water treatment plants and support services on adjacent natural resources shall be prepared during site review by PBC during preparation of its 10-Year Water Supply Facilities Work Plan, when considering the siting of new water treatment plants and the expansion of, or increase in capacity of, water treatment plants.

3C.2.5 Policy: Reserved

~~The Town shall assist the County with the Retail Service Water and Wastewater Master Plan Update, and support the County to re-examine the feasibility of amending the potable water facilities LOS standard. The LOS standards that may be considered include treatment plant peak daily demand capacity, water storage capacity, and water pressure for distribution facilities.~~

3C.2.6 Policy:

In order to protect and conserve the Surficial Aquifer, the Town shall cooperate with ~~Palm Beach County~~ PBC to continue to investigate utilization of alternate water sources to supplement and broaden the

county's future water supply sources as described in the 10-Year Water Supply Facilities Work Plan. These potential sources could include the increased use of reclaimed wastewater, improved methods of conservation, Aquifer Storage and Recovery (ASR), improved operations to increase stormwater reuse and aquifer recharge by improvements to the secondary canal infrastructure, and other technologies which may be addressed in the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District (SFWMD).

3C.2.7 Policy: Reserved

~~The Town shall support and encourage maximizing the use of existing potable water facilities and reducing redundant facilities.~~

3C.2.8 Policy:

The Town shall support and promote the implementation of an integrated geographic information system in order to make available standardized land use and potable water supply facilities information for local and regional planning.

3C.3 *Objective:*

Maximize the use of existing potable water facilities and encourage responsible growth patterns.

3C.3.1 Policy:

The Town of ~~Loxahatchee Groves~~ shall require in the land development regulations that applicants for commercial development permits adjacent to existing facilities enter into an agreement to tie-in to existing facilities or construct improvements to the utility provider's potable water system necessitated by the proposed development when adequate facilities, based on the adopted level of service standard, are not available and no fiscally feasible plan to construct or expand said facilities is proposed.

3C.3.2 Policy: Reserved

~~The Town shall recommend the denial of future land use map amendments where densities or intensities are increased if:~~

- ~~1. Potable water facilities are not available and a consumptive use permit for the Florida Department of Environmental Protection Permitted capacity from the South Florida Water Management District (SFWMD) has not been issued; and,~~
- ~~2. Plans to extend potable water facilities so that they become available are not included within a financially feasible capital improvements program and/or there is not a reasonable expectation that the consumptive use permit will be issued.~~

3C.3.3 Policy:

As an alternative to new potable water facility construction, The Town shall cooperate with Palm Beach County PBC to identify opportunities to increase the efficiency and optimize the use of existing facilities.

3C.3.4 Policy: Reserved

~~The Town shall support Palm Beach County's effort to encourage the use of coordinated regulatory and programmatic approaches and financial incentives to promote responsible growth patterns.~~

3C.3.5 Policy:

The Town shall ensure adequate water supplies are available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent.

3C.3.6 Policy:

The Town shall coordinate with the South Florida Water Management District to continue to protect ground and surface waters through its permitting of water withdrawals for irrigation and human consumption.

SANITARY SEWER GOAL 3D: SANITARY SEWER

Provide residents with a cost effective, equitable and adequate sanitary sewer facilities meeting applicable federal, state, and local design standards and effluent water quality standards.

3D.1 Objective:

The Town shall cooperate with PBCWUD to identify and, where feasible, correct existing PBCWUD sanitary sewer facility deficiencies in the Town.

3D.1.1 Policy:

In the absence of legal constraints on the use of revenues, the Town shall cooperate with PBCWUD to maintain system improvements identified in the Capital Improvements Element update to alleviate public sanitary sewer systems deficiencies within the Town.

3D.1.2 Policy:

The Town shall assist PBCWUD to develop and maintain an inventory of all its sanitary sewer facilities serving residents, customers, and large users in the Town.

3D.2 Objective:

Sanitary Sewer facilities, currently depicted on MAP INF-2, shall be provided to meet the short-term and long-term future needs. Long-term future needs shall be coordinated through the land development and review process.

3D.2.1 Policy:

The level of service (LOS) standard for sanitary sewer facilities shall be the Florida Department of Environmental Protection Permitted Capacity of the

facility. The LOS standard for wastewater treatment plants shall be measured by average daily flow.

3D.2.2 Policy:

The Town and PBCWUD shall use PBCWUD standards for sewage generation rates to assess the adequacy of service and concurrency for potential retail customers. The LOS for PBCWUD is 100 GPD per capita.

3D.2.3 Policy:

The Town shall require in the land development regulations that applicants for development permits utilize existing sanitary sewer facilities if lines are available as defined by Chapter 10D-6, Standards for Onsite Sewage Treatment and Disposal Systems, Florida Administrative Code (FAC), pursuant to Section 381.0065, Onsite sewage disposal systems; installation; conditions, Florida Statutes.

3D.2.4 Policy:

Local government entities shall require customers with private septic tanks to connect to public gravity sanitary sewer collection systems within 365 days of written notice that the service is available, as required by F.S. 381.00655.

3D.2.5 Policy: Reserved

~~The Town shall encourage maximizing the use of existing sanitary sewer activities and reducing redundant facilities.~~

3D.2.6 Policy:

The Town of ~~Loxahatchee Groves~~ shall support the implementation of an integrated geographic information system in order to make available standardized land use and sanitary sewer facilities information for local and regional planning.

3D.2.7 Policy:

The Town of ~~Loxahatchee Groves~~ shall support and provide information as necessary to Palm Beach County Water Utilities for the update of their required planning processes.

3D.3 Objective:

Maximize the use of existing sanitary sewer facilities.

3D.3.1 Policy:

The Town shall require in the land development regulations that applicants for development permits within the County's utility service area districts enter into an agreement to tie-in to existing facilities or construct improvements to the County's sanitary sewer system necessitated by the proposed development when adequate facilities, based on adopted level of service

standard, are not available and no fiscally feasible plan to construct or expand said facilities is proposed.

3D.3.2 Policy:

The Town shall continue to investigate the provision of sanitary sewer services through ~~agreements with a franchisee.~~ the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement.

3D.3.3 Policy:

The Town shall recommend the denial of future land use map amendments where densities or intensities are increased if:

A4. Sanitary sewer and permitted effluent disposal facilities are not available; and

B2. Where plans to extend such facilities so that they become available are not included within a financially feasible capital improvements program.

3D.3.4 Policy:

As an alternative to new sanitary sewer facility construction, the Town shall identify opportunities to increase efficiency and optimize the use of existing sanitary sewer facilities.

3D.3.5 Policy: Reserved

~~The Town shall encourage the use of coordinated regulatory and programmatic approaches and financial incentives to promote efficient growth patterns.~~

3D.4 *Objective:*

Sanitary sewer facilities shall be designed, constructed, maintained, and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus offsetting demands on the Surficial Aquifer.

3D.4.1 Policy:

The Town shall ~~encourage~~ support the use of reclaimed water as an integral part of ~~it's~~ the County's wastewater management program, where economically, environmentally, and technically feasible.

3D.4.2 Policy:

The Town shall ~~encourage~~ support increased wastewater reuse from the East Central Regional Water Reclamation Facility (ECRWF), where feasible.

3D.4.3 Policy: Reserved

~~The Town shall continue public education efforts on the reuse of reclaimed water, encouraging the reuse of water of an appropriate quality level for the purpose intended.~~

3D.5 *Objective:*

Sanitary sewer facilities shall be designed, constructed, maintained and operated in a manner that protects the functions and quality of ground and surface waters, natural groundwater recharge areas and natural drainage features.

3D.5.1 Policy:

The Town shall support the effort of the Palm Beach County Health Department, Florida Department of Health to reduce potential groundwater pollution sources.

3D.5.2 Policy:

The Town shall support the effort of ~~Palm Beach County~~ PBC to prohibit direct wastewater effluent discharges to surface and ground waters within Zone 1 and Zone 2 of wellfield zones of influence as designated on the Wellfield Protection Maps.

3D.5.3 Policy:

The Town shall coordinate with the Palm Beach County Health Department to continue to protect ground and surface waters from pollution through permitting of septic tanks, collection and transmission systems.

SANITARY SEWER GOAL 3E: SOLID WASTE

Provide a cost effective and equitable solid waste disposal system which emphasizes resource recovery and meets all federal, state, and local environmental quality standards.

3E.1 *Objective:*

Solid waste management facilities shall be provided to meet the Town's short-term and long-term future needs.

3E.1.1 Policy:

The Town of ~~Loxahatchee Groves~~ shall require in the land development regulations that applicants for development permits demonstrate adequacy of solid waste disposal sites or facilities prior to occupancy.

3E.1.2 Policy:

The Town shall support and provide information as necessary to SWA to design for additional capacity.

3E.1.3 Policy:

The Town shall provide data to SWA to determine the impact of solid waste management facilities and support services on adjacent natural resources.

3E.1.4 Policy:

~~Palm Beach County~~ PBC shall provide for the periodic update of the Integrated Solid Waste Management Plan in order to assure that solid waste management facilities are available to meet future needs.

3E.2 *Objective:*

The Town shall support ~~Palm Beach County~~ PBC conserving its existing solid waste Disposal facilities.

3E.2.1 Policy:

Reduce the solid waste stream 30 percent as required by state law, so as to conserve existing solid waste facilities by encouraging recycling.

3E.2.2 Policy:

The Town shall cooperate with ~~Palm Beach County~~ PBC to further preserve landfill space, examine the need for a comprehensive countywide yard waste program and establish clear policies regarding the construction and debris waste stream.

3E.2.3 Policy:

The Town shall cooperate with ~~Palm Beach County~~ PBC to strive toward a reduction in the amount of paper through greater reliance upon the electronic media.

~~3E.4~~ 3E.3 *Objective:*

Protect the functions of the groundwater aquifer recharge areas and other natural resources from improper disposal of solid waste.

~~3E.4.1~~ 3E.3.1 Policy:

The Town shall cooperate with the SWA to monitor groundwater at SWA-managed landfills.

~~3E.4.2~~ 3E.3.2 Policy:

Solid waste management facilities shall be designed, constructed, operated and maintained so as not to exceed established water quality standards.

3E.3.3 Policy: (moved from Conservation Policy 4.3.3)

The Town shall cooperate with appropriate public agencies to assure that solid and hazardous wastes generated within the Town are properly managed to protect the environment. The Town shall report any solid or hazardous waste violation they may become aware of to the appropriate jurisdictional agency.

MAP INF-1-WATER MAINS

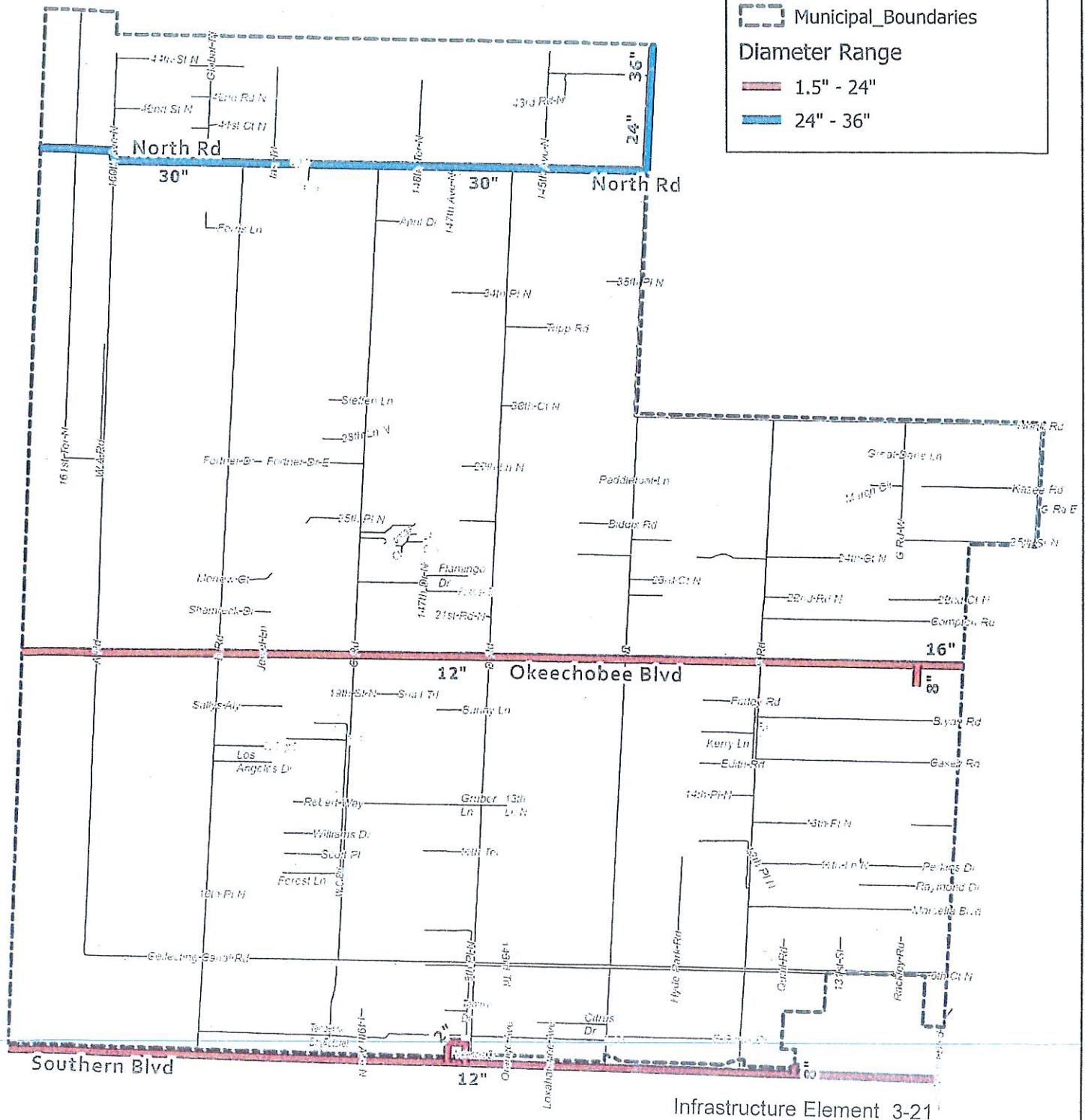
(Refer to the following page)



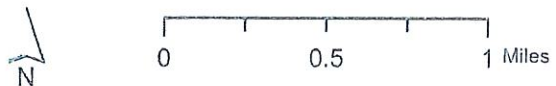
Parcels
 Roads
 Municipal_Boundaries

Diameter Range

- 1.5" - 24"
- 24" - 36"



Source: 2023 Town of Loxahatchee
 Municipal Boundaries, Roads FLU;
 County Property Appraiser Parcels



MAP INF-2-SEWER MAINS

(Refer to the following page)

**CONSERVATION ELEMENT
GOALS, OBJECTIVES AND POLICIES**

GOAL 4: CONSERVATION

To conserve, manage, appropriately use and protect the natural resources of the Town ensuring continued resource availability and environmental quality.

4.1 *Objective:*

Maintain the best possible air quality, meeting or exceeding state and federal air quality standards.

4.1.1 Policy:

The Town shall support the enforcement of applicable standards for air quality to control significant emissions of air pollutants in order to maintain and improve the existing air quality.

4.1.2 Policy:

Through the site plan approval process, the Town shall ensure appropriate measures are taken to contain and stabilize exposed or destabilized soil surfaces at construction sites to prevent erosion and the degradation of ambient air quality through the generation of dust particles.

4.1.3 Policy:

The Town shall continue to coordinate, as appropriate, with Palm Beach County ("PBC") and the Division of Forestry (Open Burning Controls) to maintain and improve air quality.

4.1.4 Policy:

The Town shall promote the development of multi-use trails and increasing the efficiency of the roadways through the Town to promote energy conservation and the reduction in greenhouse gas emissions.

4.1.5 Policy:

Educate the public through a public awareness campaign to limit idling of automobiles and trucks.

4.2 *Objective:*

Conserve, appropriately use and protect the quality and quantity of current and projected water sources and appropriately regulate the Town's stormwater run-off and other water sources and waters that flow into estuarine waters or oceanic waters.

- 4.2.1 Policy:
The Town shall cooperate with local, regional, state and federal agencies for the management of fresh water resources to maintain adequate fresh water supplies.
- 4.2.2 Policy:
The Town shall cooperate with ~~Palm Beach County~~ PBC and the South Florida Water Management District for the implementation of water demand management policies and programs.
- 4.2.3 Policy:
The Town shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service, and that, at a minimum, meet the state water quality standards.
- 4.2.4 Policy:
The Town shall cooperate with the South Florida Water Management District and ~~Palm Beach County~~ PBC to conserve water resources in emergencies and during declared water shortages.
- 4.2.5 Policy:
Activities and land uses known to adversely affect the quality and quantity of identified water sources and within natural groundwater recharge areas shall be regulated to protect the quality and quantity of this water source.
- 4.2.6 Policy: Reserved
~~The Town shall participate in the development of the Regional Water Supply Plan in conjunction with the South Florida Water Management District.~~
- 4.2.7 Policy:
For site plan approval, the Town shall require that surface water management systems be designed and operated consistent with the Town's adopted drainage level of service.
- 4.2.8 Policy:
The Town shall provide for open space as a part of the requirements for all development and redevelopment to promote shallow water aquifer recharge and stormwater filtration.
- 4.2.9 Policy:
The Town shall work towards the further education of the public regarding various methods of water conservation at the household and small business level. In this regard, the Town shall procure publications from the South Florida Water Management District for distribution to residents and posting on the Town's website.

4.2.10 Policy:

The Town shall encourage the utilization of the Best Management Practices developed by the Florida Department of Agriculture to promote the protection of water, quality. The Town shall provide, as available, education material on the Best Management Practices.

4.2.11 Policy:

The Town shall coordinate and cooperate with the South Florida Water Management District and the U.S. Army corps of Engineers on the development and implementation of the Comprehensive Everglades Restoration Program, and similar projects designed to protect the natural ecosystems of Palm Beach County PBC and south Florida, including Lake Okeechobee.

4.2.12 Policy:

The Town ~~shall coordinate with~~ operating as the Loxahatchee Groves Water Control District shall maintain canals in the Town and relating to the maintenance and insure water quality therein ~~of the canals in the Town.~~

4.3 Objective:

Assure that generation, storage, transport and disposal of wastes in the Town is managed with the best existing available technology to protect environmental quality.

4.3.1 Policy:

The Town shall provide environmental pollution prevention and education materials obtained from state agencies on the Town's website and shall assist property owners in the identification of available clean-up programs and agencies.

4.3.2 Policy:

New septic tank systems shall meet applicable state standards for permitting.

4.3.3 Policy: Reserved (~~Moved to Infrastructure Policy E.4.3~~)

~~The Town shall cooperate with appropriate public agencies to assure that solid and hazardous wastes generated within the Town are properly managed to protect the environment. The Town shall report any solid or hazardous waste violation they may become aware of to the appropriate jurisdictional agency.~~

4.3.4 Policy:

The Town shall coordinate with Palm Beach County PBC and the state to encourage the development of effective strategies to improve the area-wide Solid Waste Management Program to include more innovative solid and hazardous waste management technologies to save energy, produce renewable energy and effectively manage solid and hazardous waste.

4.3.5 Policy:
The Town shall work closely with the Palm Beach County Solid Waste Authority to ensure ~~small-quantity-hazardous~~ waste generators dispose of wastes properly as required by the County Solid Waste Authority.

4.3.6 Policy:
The Town shall assist the Palm Beach County Solid Waste Authority in implementing programs for the proper storage, collection, recycling and disposal of hazardous waste.

4.3.7 Policy:
The Town shall adopt land development regulations to require producers of hazardous waste to coordinate with the Palm Beach County Public Health Unit and/or the Solid Waste Authority at the time of ~~occupational license~~ Business Tax Receipt (BTR) issuance and renewal.

4.3.8 Policy:
The Town shall encourage the diversion from landfills of all materials that are recyclable when issuing construction demolition permits.

4.4 *Objective:*
Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.1 Policy:
The Town shall require approval from all applicable jurisdictional agencies regarding the protection of environmentally sensitive habitat, and shall require consistency with the policies in the Comprehensive Plan that govern:

- A1. Management of surface water;
- B2. Preservation of open space; and
- C3. Preservation of native vegetation.
- D. Preservation of indigenous wildlife; and
- E. Preservation of wetlands.

4.4.2 Policy:
Compliance with approved permits from state, federal and other local governments, when applicable, for conservation of natural resources shall be incorporated into the Town planning process.

4.4.3 Policy:
New development encroaching into the 100 year floodplain shall incorporate elevation and flood protection measures sufficient to protect against the 100 year flood. The Town shall maintain consistency with program policies of the National Flood Insurance Program and shall monitor new cost effective programs for minimizing flood damage. Such programs may include

modifications to construction setback requirements or other site design techniques, as well as upgraded building and construction techniques.

4.4.4 Policy:
The Town shall cooperate with adjacent local governments to conserve, or appropriately use, unique vegetative communities located within one or more local jurisdictions.

4.4.5 Policy:
The Town shall adopt standards to identify and designate local environmentally sensitive lands for protection. The Town shall adopt protection standards for these identified environmentally sensitive lands.

4.4.6 Policy:
The Town shall provide technical support to private sector efforts towards the creation of a conservation land trust and conservation easements that benefits the public.

4.4.7 Policy:
The Town shall adopt standards that will allow for protection and enhancement of the existing tree canopy.

4.5 *Objective:*
Conserve, appropriately use and protect natural functions of fisheries, wildlife, wildlife habitat and marine habitat.

4.5.1 Policy:
The Town shall protect and conserve the natural functions of existing soils, fisheries, lakes and floodplains through the support of local, state and federal regulations designed to protect and conserve these functions.

4.5.2 Policy:
The Town shall support the state and federal laws for the protection of endangered and threatened species and significant plant and animal habitat.

4.5.3 Policy:
Protective landscape buffering shall be required between designated conservation areas and between lands recognized by the county, state or federal government as environmentally sensitive and any land uses that may negatively impact these conservation and sensitive ecosystems.

4.5.4 Policy:
The Town shall adopt open space standards as a part of the requirements for all development and redevelopment. Open space areas shall be designated and treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated

landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the open space established by Town ordinance.

4.6 *Objective:*

Assure the maintenance and conservation of trees Within the Town, through the continued maintenance of trees within Town properties and through the site plan review process for new development.

4.6.1 Policy:

~~Within one year of adoption of the Comprehensive Plan, the~~ The Town shall adopt landscaping and tree protection standards. These standards shall address the preservation of existing natural growth, the regulation of invasive and exotic plant species, the promotion of native plant materials usage and minimal landscape buffer criteria. These standards shall also contain restoration and mitigation measures to compensate for the loss of native vegetation and shall define stabilization measures for areas impacted by development.

4.6.2 Policy:

The Town shall provide native landscaping in public open spaces and facilities within the Town through grant applications or other funding sources as available

4.6.3 Policy:

The Town shall encourage and educate the public in the planting and maintenance of trees and provide public education on the placement of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

4.6.4 Policy:

The Town shall encourage buffering mechanisms to promote and enhance the rural, natural environment.

4.6.5 Policy:

The Town shall examine the feasibility of additional landscaping programs along canals, ~~in accordance with the Transportation Master Plan to be developed.~~

4.6.6 Policy:

With all new development, the Town shall regulate Category I invasive exotic vegetation as defined on the most current list established by the Florida Exotic Pest Plant Council. maintained by the Town.

4.6.7 Policy:

The Town shall examine the feasibility of tree planting and restoration programs through grant applications or other funding sources as available

4.7 *Objective:*
Wetlands and natural functions of wetlands shall be protected. Future land uses that are incompatible with the protection or conservation of wetlands and wetland functions shall be directed away from wetlands. Where incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetland functions.

4.7.1 Policy:
Buffering shall be required between wetlands and land uses that may negatively impact the wetland ecosystem.

4.7.2 Policy:
As a condition of development approval when applicable, the Town shall require approval from all applicable external agencies regarding the protection of wetland habitat.

4.7.3 Policy:
The Town shall coordinate and cooperate with the wetland jurisdictional agencies to encourage directing environmental mitigation to benefit the Town when the impacts occur within the Town.

4.8 *Objective:*
Conserve, appropriately use and protect the natural minerals and soils, in recognition of the inherent values of these areas.

4.8.1 Policy:
The Town shall adopt standards to prohibit commercial mineral extraction within the Town.

4.8.2 Policy:
The Town shall require all development projects to adhere to the erosion control requirements as specified in the Floodplain Development Application (FDA) and development permit application.

**RECREATION AND OPEN SPACE ELEMENT
GOALS, OBJECTIVES AND POLICIES (Re. Ord. 2013-08)**

GOAL 5A: RECREATION AND OPEN SPACE

To provide safe and adequate connected open space and recreation facilities accessible to all Loxahatchee Groves residents.

5A.1 *Objective:*

Provide a sufficient supply of park, recreation, and open space facilities to satisfy established level of service (LOS) standards.

5A.1.1 Policy:

The Town shall make available work property owners to ensure public access facilities are available at a level of service of six (6) acres of park, recreation, and open space per one thousand (1,000) population.

5A.1.2 Policy:

The Town shall encourage development of a public equestrian facility at Loxahatchee Groves Park.

5A.1.3 Policy:

The Town shall continue to lobby the County to develop the Loxahatchee Groves County Park according to the intent of the original Master Plan and the Plan as amended in ~~January 1994~~ May 2011.

5A.1.4 Policy:

The Town shall explore the possibility of obtaining grants, gifts, contributions, funding assistance, and other financial resources for the purchase of land contiguous to the Park, so that the acreage of the park may be increased to its original size.

5A.2 *Objective:*

Maximize the utility and function of recreation facilities and open space resources. Establish strategies to effectively coordinate the retention of recreation and open space opportunities, as well as the development of future opportunities to meet public demands.

5A.2.1 Policy: Reserved.

5A.2.2 Policy:

All existing and future parks and recreation facilities shall comply with provisions of the Americans with Disabilities Act.

5A.3 *Objective:*

Establish effective methods of coordinating public and private resources to meet public demands.

5A.3.1 Policy:

Maintain cooperative relationships with agencies, groups, individuals and organizations currently providing leisure programs to the residents.

~~5A.3.2 Policy:~~

~~Pursue appropriate joint public and private ventures to obtain lands and/or financing necessary to provide recreation areas, including equestrian trails and greenways, facilities and programs.~~

5A.4 Objective:

Require the provision of open space in redevelopment and new development.

5A.4.1 Policy:

The provision of open space such as natural areas, vistas, land buffers, or multi-use trails, shall be required in residential and non-residential development as per the Unified Land Development Code (ULDC).

5A.4.2 Policy:

The Town emphasizes that open space is needed in order to create vista, to provide shade, and to create and enhance the rural image and flavor of the Town.

5A.4.3 Policy:

Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance by the local government of a certificate of occupancy or its functional equivalent. However, the acreage for such facilities shall be dedicated or be acquired by the Town prior to issuance of a certificate of occupancy or its functional equivalent, or funds in the amount of the developer's fair share shall be committed no later than the local government's approval to commence construction.

GOAL 5B: GREENWAYS AND MULTI-USE EQUESTRIAN TRAILS

The Town of Loxahatchee Groves will strive to provide a town-wide greenway and equestrian multi-use trail system designed to accommodate the movement of pedestrians, cyclists and equestrians which preserves the town's rural lifestyle.

5B.1 Objective:

The Town of Loxahatchee Groves shall develop a greenway and equestrian multi-use trail system to meet the needs and interests of the residents of Loxahatchee Groves.

5B.1.1 Policy:

The Town shall create a map of existing greenway and equestrian riding multi-use trails.

5B.1.2 Policy:

The Town, in addition to recommendations of the Roadways, Equestrian Multi-Use Trails and Greenways (RETAG) (TAG) Advisory Committee, shall identify new connections to existing trails, which if acquired would greatly enhance pedestrian, bicycle, and equestrian circulation throughout the Town.

5B.1.3 Policy:

The existing Roadways, Equestrian Multi-Use Trails and Greenways Plan shall be updated every five (5) years to insure consistency with current Town policy.

5B.1.4 Policy:

Annually, the RETAG (TAG) Advisory Committee shall assess and recommend to the Town Council whether the greenway and equestrian multi-use trail system is sufficient to meet the needs of the residents, and recommend needed improvements.

5B.1.5 Policy:

The greenway and equestrian multi-use trails system, wherever feasible, shall provide linkages between residential homes, parks, recreational facilities, open spaces, and commercial facilities throughout the Town.

5B.1.6 Policy:

All vehicular parking for land uses which are adjacent to the greenway and equestrian multi-use trail system should provide the parking on a side away from the trail.

5B.1.7 Policy:

The greenway and equestrian multi-use trail system shall be consistent with design documents adopted by the Town and based upon RETAG (TAG) Advisory Committee recommendations, ~~in coordination with Loxahatchee Groves Water Control District.~~

5B.1.8 Policy:

The Town shall use landscaping and signs to visually identify street crossings and multi-use trail access points. Safe and controlled greenway and equestrian multi-use trail crossings shall be constructed.

~~5B.1.9 Policy:~~

~~The Town shall coordinate the construction of proposed multi-use trails with the LGWCD whenever they fall within the LGWCD Town rights-of-way. Doing so shall ensure that sufficient right-of-way is preserved to construct and maintain the Town's multi-use trails.~~

5B.1.10 Policy:

The Town shall coordinate the provision of greenway and equestrian multi-use trail connections among adjoining or abutting properties during the site plan review process.

5B.1.11 Policy.

Pursue appropriate joint public and private ventures to obtain lands and/or financing necessary to provide recreation areas, including multi-use trails facilities and programs.

5B.2 *Objective:*

The Town of Loxahatchee Groves' greenway and equestrian multi-use trail system shall be financially feasible.

5B.2.1 Policy:

The Town shall determine which trails should be considered for public ownership.

5B.2.2 Policy:

The Town shall explore the possibility of obtaining grants, gifts, contributions, funding assistance, and other financial resources for the development of greenways and equestrian-riding multi-use trails.

5B.2.3 Policy:

The Town should pursue joint efforts with all affected local jurisdictions, including local governments, special districts, and other public agencies in the acquisition, development and maintenance of greenways and equestrian multi-use trails as a means for reducing costs and pooling resources.

5B.3 Objective:

The Town of Loxahatchee Groves' equestrian trail system shall support ~~provide~~ access to abutting county parks, open space, and neighboring municipalities.

5B.3.1 Policy:

The Town shall ~~pursue~~ support direct connections and access between the Town's equestrian multi-use trails and the Loxahatchee Groves County Park and the Royal Palm Beach Pines Nature Area.

5B.3.2 Policy:

The Town shall ~~pursue~~ support direct connections and access between the Town's equestrian multi-use trails and the Village of Wellington's equestrian preserves and public trails.

~~5B.3.3 Policy:~~

~~The Town shall coordinate with Loxahatchee Groves Water Control District for development of greenways and equestrian trails.~~

HOUSING ELEMENT
GOALS, OBJECTIVES AND POLICIES

GOAL 6: HOUSING

To provide safe, decent and sanitary housing and living conditions in designated residential neighborhoods consistent with: (1) density levels indicated on in the Future Land Use Map Element; and (2) the current rural residential character of the Town. Further, ensure that the character of new housing development is consistent with that currently in evidence while accommodating the needs of projected population growth.

6.1.1 *Objective:*

Conserve existing residential neighborhoods and housing stock by adopting minimum housing standards.

6.1.1 Policy:

~~Within one year of the adoption of the Comprehensive Plan, adopt~~ Continue to follow the Florida Building Code and local amendments, as each are amended from time to time, and other appropriate land development regulations that support the current rural residential character of the Town. ~~minimum housing regulations that shall contain the following minimum provisions:~~

- ~~1. A requirement that all new development or redevelopment be served by an adequate individual or central water and wastewater systems and contain heating and cooking facilities.~~
- ~~2. Minimum requirements for light and ventilation, in accord with Florida building codes.~~
- ~~3. Minimum requirements for electrical and plumbing systems.~~
- ~~4. General requirements for the maintenance of the exterior and interior of residential structures.~~
- ~~5. Minimum dwelling space and sanitary requirements.~~
- ~~6. Procedures governing rehabilitation and demolition actions.~~

6.1.2 Policy:

~~Within one year of the adoption of the Comprehensive Plan, adopt~~ Continue administrative and enforcement procedures necessary to implement minimum housing regulations and which, at a minimum

- B. ~~Establish administrative procedures to require~~ Require rehabilitation and/or demolition of housing, if necessary, following a natural disaster or if a dwelling unit is damaged by fire beyond repair.

6.1.3 Policy:

~~During the initial preparation and adoption of land development regulations supporting this Comprehensive Plan, and~~ At the time of each successive required Evaluation and Appraisal Report, evaluate the need to designate any housing structures as locally historically significant and in need of special consideration under the provisions and criteria cited in the Standard Housing Code.

6.2 *Objective:*

Adequate and affordable housing, consistent with the current rural character of the Town, shall be provided for existing residents and anticipated population growth, including housing to accommodate any defined specialized needs of very-low, low and moderate income households. ~~elderly households, EH-handicapped or displaced residents, and farmworkers;~~ Also, provisions shall be made for displaced residents, Community Residential Housing foster care housing, as well as and manufactured or and modular mobile homes.

6.2.1 Policy:

Require housing construction that is compatible with natural resource and service capabilities as defined in the Future Land Use, Transportation, Infrastructure and Conservation elements.

6.2.2 Policy:

Require developers to coordinate with the Town from initial design through completion of construction to assure that the Town's rural character is maintained.

6.2.3 Policy:

Provide for innovative housing alternatives (e.g., ~~single-room occupancy, accessory dwelling units residential structures, caretaker quarters, groom's quarters, manufactured and mobile modular homes and Community Residential housing congregate living alternatives~~) oriented to facilitating reduced housing costs for very low, low and moderate income households and special needs populations.

6.2.4 Policy:

~~Require~~ Ensure that standard housing, at affordable cost, is available to persons displaced through any public action prior to their displacement, ~~by including such a requirement within the Town's land development regulations.~~

6.2.5 Policy:
Allow the placement of manufactured homes ~~and individual mobile homes~~ within single-family residential districts provided that: (1) such homes must comply with all Town building, construction, design and housing codes that apply to all housing types and U.S. Department of Housing and Urban Development manufactured home construction and safety standards; and (2) they shall be subject to any reviews as provided in the Town code of ordinances.

6.2.6 Policy:
Encourage development of affordable and workforce housing, including accessory dwellings, in residential developments ~~south of Collecting Canal Road areas~~, in proximity to employment opportunities and major transportation facilities.

6.2.7 Policy: ~~Reserved~~
~~Encourage congregate living facilities as a permitted use south of Collecting Canal Road in proximity to Palms West Hospital.~~

6.2.8 Policy:
Encourage job creation at locations ~~identified on the Future Land Use Map and~~ permitted by the Town's land development regulations as a means of assisting very-low, low and moderate income residents in finding employment proximate to their homes.

6.2.9 Policy:
The Town shall support regional efforts to address low income and workforce housing by working with the Palm Beach Intergovernmental Plan Amendment Review Committee, (IPARC) ~~to develop an interlocal Agreement whereby municipalities could jointly pursue a comprehensive approach and solution to this county wide issue.~~

6.3 *Objective:*
Provision shall be made for the location of Community Residential Housing daycare, foster care and group home facilities regulated by the Town's ULDC and licensed by the state of Florida, in a manner consistent with state law and the character of existing residential neighborhoods

6.3.1 Policy:
The Town shall ~~permit support the location of Community Residential Homes of 6 or fewer residents licensed by the state of Florida, different classes of group home facilities~~ in appropriate residential neighborhoods that foster non-discrimination and encourage the development of community alternatives to institutionalization. ~~Further, no appropriate residential neighborhoods shall be closed to such facilities.~~

6.3.2 Policy:
The Town shall monitor the development and distribution of ~~daycare foster care and group homes~~ Community Residential Homes to ensure that adequate sites and infrastructures are provided, while over-concentration (i.e., ~~to be defined by implementing Policy 6.3.1)~~ in any residential appropriately zoned area is avoided.

6.3.3 Policy:
~~"Foster Care Facility" and "Group Home Facility"~~ Community Residential Home shall be defined as a residential unit, otherwise meeting the requirements of the Chapter 419, Florida Statutes and the Town Zoning Code, where a family living environment is provided for individuals not related by blood or legally to the householder.

6.3.4 Policy:
The total number of residents within a Community Residential Home ~~foster care or group home facility~~, including permanent residents and foster care or group home residents shall not exceed 1.01 persons per room, excluding bathrooms, kitchens utility rooms, and garages.

6.3.5 Policy:
The Town shall permit Daycare facilities, for up to five persons, within a single-family residence, as ~~required~~ regulated by, Chapter 402, Florida Statutes.

6.4 *Objective:*
The private sector delivery process shall continue to be relied upon as the means for providing 100% of the housing necessary to accommodate Town residents. The need to formulate alternative housing implementation programs shall be reassessed at the time of each required Evaluation and Appraisal Report (EAR).

6.4.1 Policy:
Due to high land values and low permitted densities, very-low, low and moderate income housing efforts shall be oriented primarily toward: (1) maintaining the existing housing stock in standard condition; (2) continuing to permit individual ~~manufactured housing and mobile homes~~ modular or factory built homes per ULDC Section 20-015 and existing manufactured homes per ULDC Sections 20-0010(I) and (J); and (3) investigating innovative housing alternatives such as single-room occupancy, accessory dwelling units, and ~~congregate living~~

6.4.2 Policy:
Provide information and technical assistance to the private sector to maintain a housing production capacity sufficient to meet projected needs. Further, expedite development reviews for those applications that include very-low, low or moderate income housing.

6.4.3 Policy:
A determination shall be made by the Town at the time of each required EAR-based Comprehensive Plan update as to whether or not the private sector delivery process is adequately functioning, in terms of implementing Objective 6.4. If it is determined that the private sector is not properly functioning, in terms of this criterion, alternative mechanisms, including government and non-profit sector participation shall be considered, including the use of available Federal, State and local assistance programs.

6.4.4 Policy: Reserved
~~Within 12 months of the availability of data from 2010 Census and the Florida Housing Data Clearinghouse, prepare an Affordable Housing Assessment to determine whether or not the Town needs to implement additional housing programs to meet projected housing needs.~~

~~At the time of the initial EAR, prepare an Affordable Housing Assessment using the most recent data provided by the Florida Housing Data Clearinghouse to determine whether or not the Town needs to implement additional housing programs to meet projected housing needs.~~

6.4.5 Policy:
Provide information and technical assistance to the private sector for the implementation of green building standards in new construction and home renovations.

6.5 Objective:
The Town shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

6.5.1 Policy:
The Town shall encourage support for residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally recognized, high-performance green building rating system as recognized by the Florida Department of Management Services.

6.5.2 Policy:
The Town shall educate residents on home energy reduction strategies.

6.5.3 Policy:
The Town shall not prohibit the appropriate placement of photovoltaic panels.

6.5.4 Policy:
The Town shall provide educational materials on the strategic placement of landscape materials to reduce energy consumption.

**INTERGOVERNMENTAL COORDINATION ELEMENT
GOALS, OBJECTIVES AND POLICIES**

GOAL 7: INTERGOVERNMENTAL COORDINATION

To provide accessible, effective, and frequent intergovernmental coordination opportunities to achieve consistency among all government agencies that implement plans and programs which affect the Town of Loxahatchee Groves through development activities; preservation of the quality of life and efficient use of resources.

7.1 *Objective:*

Continue and improve initiated semi-annual contact through Attend formal and informal meetings with Palm Beach County ("PBC") officials, School Board of Palm Beach County, adjacent municipalities, and other regional and local agencies providing services or regulatory control over the use of land within Loxahatchee Groves.

7.1.1 Policy:

~~Loxahatchee Groves~~ The Town shall maintain an active program of monitoring and communication with operating under the provisions of the Local Government Comprehensive Planning and Land Development Act, Chapter 163 F.S., and distribute amendments to its Comprehensive Plan adopted by the entities described in Objective 7.1.

7.1.2 Policy: Reserved

~~The Town shall continue informal methods to increase the effectiveness of the existing coordination mechanisms of intergovernmental coordination which shall include but not be limited to the official identification of primary responsibility for coordination.~~

7.1.3 Policy:

The Town shall initiate periodic meetings between its Town Manager and Council and their counterparts in surrounding communities to discuss each municipality's plans for growth management and upcoming developments which could affect any of those municipalities.

7.1.4 Policy:

~~The Town's Comprehensive Plan~~ Town will consider be consistent, where feasible and practical, with the Treasure Coast Regional Policy Planning Council Regional Policy Plan, Palm Beach County Comprehensive Plan, the Comprehensive Plans of adjacent local governments, and applicable regional water supply plans when amending the Comprehensive Plan.

7.1.5 Policy:

The Town will consult with their water supplier prior to issuing building permits for new development and redevelopment to ensure adequate water supplies to serve new development is available by the date of issuance of a certificate of occupancy.

7.1.6 Policy:

The Town shall participate in the Treasure Coast Regional Planning Council's informal mediation process as mechanisms to provide an open forum for communication and coordination of programs involving the Comprehensive Plan, and to resolve conflicts with other local governments.

7.1.7 Policy:

Cooperatively pursue the resolution of development and growth management issues having impacts that transcend the Town's current political jurisdiction ~~including issues of federal, regional, and state significance with the appropriate agencies.~~ Issues to be addressed include, but are not limited to, the following:

- A. Accessibility to parks in neighboring municipalities;
- B. Roadway improvements and formulation of master plans with other entities and agencies that would offer regarding traffic control, ~~on Okeechobee Boulevard;~~
- C. Stronger enforcement of speed limits and traffic safety measures ~~and/or lowering speed limits on alphabet roads;~~
- D. Stormwater runoff and water quality;
- E. Alternate water supply plans;
- F. Hazardous waste exposure; and,
- G. Siting of facilities with County-wide significance.

7.1.8 Policy:

The Town shall, in conjunction with other affected parties, evaluate the Capital Improvements Element when it is undergoing annual review to determine if current funding is proportional to services rendered.

7.2 *Objective:*

Ensure that the impacts of development proposed in the Town's Comprehensive Plan upon development in adjacent municipalities, the County, adjacent counties, the region and the State are addressed through coordination mechanisms.

7.2.1 Policy:

The review of development proposals shall include findings that indicate relationships of such proposed developments to the comprehensive plans of adjacent local governments.

7.2.2 Policy:

The Town shall utilize the following ~~process~~ procedures, as appropriate, when considering the location and extension of public facilities, ~~that are subject to concurrency and when siting facilities with countywide significance, including locally unwanted land uses that are established within a formal agreement between local, county and state governments and agencies:~~

- A1. ~~The site plan procedure, Site Plan approval~~ which considers the future impact of a proposed site plan development on the facilities and services provided by The Town Loxahatchee Groves and those of adjacent local governments, if any or other governmental entity.
- B2. The goals, objectives and policies contained within the comprehensive plans of adjacent local governments, when reviewing proposed site-specific map amendments to the Future Land Use map. and,
- C3. Establishment of joint planning processes or joint planning areas with local governments, the School District of Palm Beach County, other governmental units providing services but not having regulatory authority over the use of land, the region, and the state.

7.2.3 Policy:

The Town shall utilize the following procedures to identify and implement joint planning areas (JPAs) for the purpose of addressing issues related to annexation and mutual infrastructure service areas:

- A. Coordinate planning activities mandated by the various elements of the ~~Loxahatchee—Groves~~ Comprehensive Plan with local governments, the School District of Palm Beach County, other governmental units providing services but not having regulatory authority over the use of land, the region, and the state;
- B. Use of the Treasure Coast Regional Planning Council's informal mediation process to resolve conflicts with the other local governments, when agreed to by all affected parties;
- C. Work cooperatively with ~~Palm Beach County~~ PBC to facilitate any annexation areas with consistent joint meetings or work groups, and other mechanisms; and
- D. Demographic and social-economic information and services shall be readily available for county, school board, and municipal planning activities.

7.2.4 Policy:

The Town shall participate in the Intergovernmental Plan Amendment Review Committee (IPARC) in order to ensure communication and coordination with other municipalities on comprehensive planning issues.

7.3 Objective: Reserved

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

7.3.1 Policy: Reserved

~~The Town of Loxahatchee Groves, in cooperation with appropriate local, county, and state governments and agencies, shall continue to utilize the following collaborative planning process to reach decisions on population projections and public school siting:~~

- ~~a) Employ compatibility and public school impact procedures, which consider land use compatibility and public school impacts through use of flexibility provisions included in the Loxahatchee Groves Comprehensive Plan;~~
- ~~b) Provide the School Board of Palm Beach County with population projections and other demographic and socio-economic data to assist the School Board with appropriate student generation rates and public school siting;~~
- ~~c) If requested, provide professional support to the School Board Superintendent's site review committee;~~
- ~~d) Involve the School Board of Palm Beach County during the review process for residential Land Use Plan Amendments, Plats, and Developments of Regional Impact; and,~~
- ~~e) Procedures shall be coordinated in a manner that conforms to the interlocal agreement between the Town and the School Board.~~

7.4 *Objective:*

Special emphasis shall be placed on maintaining effective lines of communication with county, regional, and state agencies when setting levels-of-service and/or permitting requirements, and initiating maintenance and capital improvement projects located within the Town of Loxahatchee Groves.

7.4.1 Policy: Reserved

~~The Town Manager or an appointed designee shall prepare and review the annual level-of-service monitoring report contained within the adopted concurrency management system. The purpose of this report is to provide affected entities with timely and accurate information in order to evaluation and coordinate levels-of-service.~~

7.4.2 Policy: Reserved

~~In situations where other public or private entities are providing a public facility or service such as roads, sewer, drainage, parks, or solid waste within the Town, the Town shall coordinate its adopted level of service standard with the applicable entity and within the financial parameters allowed by the Capital Improvement Element of this Plan.~~

~~7.4.3 Policy:~~

~~Coordination with Federal, State, and County authorities shall continually be~~

~~practiced and refined to ensure that the Town receives a proportionate share of revenue allocations, facilities and service improvements.~~

PUBLIC SCHOOLS
(PROPOSED TO BE
DELETED)

**CAPITAL IMPROVEMENTS ELEMENT
GOALS, OBJECTIVES AND POLICIES (Rev. Ord. 2013-08)**

GOAL 8: CAPITAL IMPROVEMENTS

The Town shall ensure adequate and timely public facilities and infrastructure capacity to accommodate existing and future residents and businesses maximizing the use and value of existing facilities, and effectively managing future growth consistent with the level-of-service standards established in the Comprehensive Plan.

8.1 *Objective:*

Maximize fiscal resources available to the Town for public facility improvements necessary to accommodate existing development, redevelopment, and planned future growth, and to replace obsolete or deteriorated facilities.

8.1.1 *Policy:*

Ensure capital revenues and/or secured developer commitments are in place to maintain all public facilities at acceptable level of service standards prior to the issuance of new development orders.

~~The Town shall follow the following timing requirements to ensure that adequate public facilities are available to meet level of service standards with the impact of development.~~

~~(a) Sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the Town shall determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the Town of a certificate of occupancy or its functional equivalent.~~

~~(b) Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance by the local government of a certificate of occupancy or its functional equivalent. However, the acreage for such facilities shall be dedicated or be acquired by the Town prior to issuance of a certificate of occupancy or its functional equivalent, or funds in the amount of the developer's fair share shall be committed no later than the local government's approval to commence construction.~~

~~(c) Transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the Town approves a building permit that results in traffic generation.~~

- 8.1.2 Policy:
Utilize a variety of funding sources to implement capital improvements, within the limitation of existing law. These methods may include ad valorem taxes, general revenues, enterprise revenues, assessments, tax increment, grants, and private contributions, including dedications and/or funds.
- 8.1.3 Policy:
Ensure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect ~~impact~~ appropriate fees, dedications and/or contributions from private development.
- 8.1.4 Policy:
~~Aggressively seek~~ Seek all realistic grant opportunities to fund projects in the Five-Year Schedule of Capital Improvements.
- 8.1.5 Policy:
Land development regulations established by the Town shall provide for the timely completion and maintenance of the capital improvements required by the Comprehensive Plan.
- 8.1.6 Policy:
Each review of the Capital Improvements Element shall include a review of the assumptions, projections, needs, and consideration for appropriate and timely renewal of existing facilities according to the following criteria:
- ~~A.1)~~ Emergency and post-disaster mitigation;
 - ~~2)~~ ~~Deficiency determination by a Concurrence Management System;~~
 - ~~B.3-2)~~ Public involvement in Capital Improvement Program and Budget;
 - ~~C.4-3)~~ Existing land development and Town plans;
 - ~~D.5-4)~~ Plans of local, county, state agencies including the Loxahatchee Groves Water Control District;
 - ~~E.6-5)~~ Accommodation of new development and redevelopment; and,
 - ~~E.7-6)~~ Financial feasibility

8.2 *Objective:*
Provide the necessary capital improvements to replace worn-out or obsolete public facilities, correct service deficiencies and accommodate planned future growth, consistent with the adopted level of service standards.

- 8.2.1 Policy:
Prepare and adopt a Five-Year Capital Improvement Program (CIP) as part of the Town's annual budgeting process. Amend the Five-Year Schedule of Capital Improvements on an annual basis ~~CIP updates~~.
- 8.2.2 Policy:
The annual update of the Five-Year Schedule of Capital Improvements shall reflect proportionate fair-share and other developer contributions.

- 8.2.3 Policy:
The Five-Year Schedule of Capital Improvements shall be financially feasible.
- 8.2.4 Policy:
The Five-Year Schedule of Capital Improvements shall be consistent with objectives and policies of Comprehensive Plan elements.
- 8.2.5 Policy:
Coordinate proportionate fair share mitigation procedures and payments with ~~Palm Beach County~~ ("PBC"), the Florida Department of Transportation, and the Palm Beach County School District.
- 8.2.6 Policy:
Coordinate planning for the Town improvements with the plans of state agencies, the South Florida Water Management District (SFWMD), ~~Palm Beach County PBC~~, the Loxahatchee Groves Water Control District and adjacent municipalities when applicable.
- 8.2.7 Policy:
All capital improvements in the Five-Year Schedule of Capital Improvements for which the Town is responsible will be included in the Town's Annual Budget and Capital Improvement Fund.
- 8.2.8 Policy: Reserved
- 8.2.9 Policy:
Use the Town's Unified Land Development Code (ULDC) to ensure that all decisions regarding land use planning and the issuance of development orders and permits consider the availability of public facilities and services necessary to support such development at the adopted LOS standards concurrent with the associated impacts
- 8.2.10 Policy:
Coordinate with road, utility and infrastructure service providers within the Town to ensure that necessary capital improvements are implemented to support new construction and redevelopment.
- 8.2.11 Policy:
Repair, rehabilitate, and replace the Town's capital facilities according to generally accepted engineering principles and guidelines and ensure that facilities and services provided by other agencies are held to the same standard.
- 8.2.12 Policy:
Assess new development a proportionate fair-share of the public facility costs necessary to accommodate the impacts of new development at the adopted levels-of-service through the enforcement of existing public facility funding mechanisms, conditions of development approval, and impact fees. Public facilities include potable water, sanitary sewer, solid waste, drainage, parks, including ~~equestrian~~ multi-use trails and greenways, schools and roadways.

8.2.13 Policy:
Capital improvements associated with the construction of educational facilities are not addressed in the Town's CIP or Five-Year Schedule of Capital Improvements, but rather are the responsibility of the Palm Beach County School District.

8.2.14 Policy:
The Town, in conjunction with the Palm Beach County School District, has the responsibility for implementing the public school concurrency program within Loxahatchee Groves.

8.2.15 Policy:
For public school facilities, a proportionate share mitigation agreement is subject to approval by Palm Beach County School District and the Town.

~~8.2.16 Policy:
Reserved~~

~~8.2.17 Policy:
Reserved~~

~~8.2.18 Policy:
The public school LOS standard is the school's utilization, expressed as a percentage, which is the result of comparing the number of students with the satisfactory Florida Inventory of School Houses (FISH) capacity at a given location, e.g., an elementary facility with 1,000 students and a FISH capacity of 970, has an LOS of 103%. Also referred to as the utilization of a facility.~~

8.3 *Objective:*
Develop and implement a debt management program to assist the Town in providing adequate and timely revenues for scheduled capital improvements.

8.3.1 Policy:
Provided the Town Charter allows such an activity, ~~Loxahatchee Groves~~ the Town may incur debt within generally accepted municipal finance principles and guidelines, and only in relation to the Town's ability to pay for a new capital asset or to significantly extend the life expectancy of a capital asset.

8.3.2 Policy:
Ensure that any increase in operating costs for a new or additional facility is also considered when evaluating the debt to be incurred for a facility.

8.3.3 Policy:
The Town will not provide a public facility, nor accept the provision of a public facility by others, if it is unable to pay for the subsequent annual operation and maintenance costs of the facility.

8.3.4 Policy:
The Town shall adopt standards for debt management prior to incurring any public debt.

8.3.5 Policy:
Debt payment shall not exceed the anticipated useful life of a capital improvement and, in no case, shall exceed thirty years.

8.4 Objective:
Land use decisions shall be made based upon available or projected fiscal resources in coordination with the Five-Year Schedule of Capital Improvements which maintains adopted level of service standards and meets existing and future facility needs.

8.4.1 Policy:
The Town shall determine whether projects in the Five-Year Schedule of Capital Improvements will allow level of service standard to be maintained with a proposed land use change.

8.4.2 Policy:
The Town shall provide for the availability of public facilities and services needed to support development concurrent with the impacts of such development.

8.4.3 Policy:
In order to coordinate land uses with available and projected fiscal resources, the Town shall include in its annual update of the Five-Year Schedule of Capital Improvements, any appropriate projects listed in the first five (5) years of the PBC ten (10) year Water Supply Facility Work Plan (WSFWP).

8.5 Objective:
The Town shall include all projects identified in the policies of the various elements of this Comprehensive Plan that are the responsibility of Loxahatchee Groves the Town and determined to be of relatively large scale and high cost as capital improvements projects for inclusion within the Five-Year Schedule of Capital Improvements.

8.5.1 Policy:
Capital improvements shall be provided to: (1) correct existing deficiencies and extend the life expectancy; (2) manage growth, as defined in the Future Land Use Element and the Town's Charter; and/or (3) replace worn-out or obsolete facilities, as indicated in the Five-Year Schedule of Capital Improvements, ~~of this element.~~

8.5.2 Policy:
The Town defines a capital improvements project or program as a major, not often-recurring, expenditure that costs or commits at least \$25,000, which has an expected life of at least five (5) years, and which falls into one of the following categories:

- A. Acquisition or lease of land or interests in land for public purposes.
- B. Accommodation of Town growth and improvement of infrastructure services delivery by means of the purchase, lease, construction, rehabilitation, or replacement of:

1. A public building or physical facility;

- ii2. Public infrastructure such as roads, drainage canals, parks, trails, or similar projects; and,
- iii3. Equipment supporting the maintenance of infrastructure.

C. Projects designed to bring the community into immediate compliance with state or federal law or court order. Such projects are not subject to the above cost or life expectancy limits.

A capital improvements project or program is further defined to include any planning, engineering, feasibility or appraisal studies related thereto if the total cost is at least \$10,000. This shall include any studies oriented to defining the initial need for land and/or facilities.

8.5.3 Policy:
Normal maintenance activities are not included in the Five-Year Schedule of Capital Improvements.

8.5.4 Policy:
The Town shall, as a matter of priority, schedule for funding any capital improvement projects in the Five-Year Schedule of Capital Improvements which are designed to correct existing public facility deficiencies.

8.5.5 Policy:
Proposed capital improvements projects shall be evaluated and ranked in order of priority according to the following guidelines:

Whether the proposed project is financially feasible, in terms of its impact upon Town budget potential;

- A. Whether the project is needed to protect public health and safety, to fulfill the Town's legal commitment to provide facilities and services, or to preserve, achieve full use of, or increase the efficiency of existing facilities;
- B. Whether the project prevents or reduces future improvement costs or provides service to areas currently lacking such service;
- C. Whether the project represents a logical extension of facilities and services within the Town; and
- D. Whether or not the proposed project is consistent with plans of State agencies, Palm Beach County PBC agencies and the Loxahatchee Groves Water Control District.

8.6 *Objective:*
The Five-Year Schedule of Capital Improvements shall be reviewed by the FAAC on an annual basis as part of the Town budget process. Any revisions and/or amendments to the Five-Year Schedule of Capital Improvements shall be made by the Town Council at that time. Annual updates to ~~Tables 9-1 to 9-3~~ the Five Year Schedule of Capital

Improvements shall be made by Town Council Ordinance and not subject to the comprehensive plan amendment process.

8.6.1 Policy:

The annual update process shall include a review to determine that proposed Five-Year Schedule of Capital Improvements revisions are internally consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

8.6.2 Policy:

All items to address an imminent danger or threat to the public health or safety shall be submitted to the Town Council for decision and appropriate action through the Town Manager. If the obligation duration exceeds one budget year, the item shall be included in the Five-Year Schedule of Capital Improvements.

8.7 Objective

The Five-Year Schedule of Capital Improvements consists of Tables 8-1 to 8-3.

Table 8-1 – Summary of FY 2014 – 2018 Capital Improvements Projects

A. Necessary to Maintain LOS Standards: Loxahatchee Groves

Comprehensive Plan Element	Project No. and Description	Comprehensive Plan Consistency (Objective/Policy Citation)
Transportation	TRAN 1: Non-District Town Road Survey (1)	Objective 2.6 and Policies 2.2.4, 2.7.1 and 2.7.9 Transportation Element
Transportation	TRAN 2: Collecting Canal Road OGEM surface Improvements (1,2)	Policy 2.1.3 Transportation Element
Transportation	TRAN 3: Okeechobee Traffic Signal @ "D" Rd. (1)	Policies 2.1.4 and 2.2.2, Transportation Element
Transportation	TRAN 4: Town Road OGEM Projects – Specific Future Projects To Be Identified (1,2)	Policy 2.1.3 Transportation Element
Transportation	TRAN 5: Pave/OGEM Surface "D" Road from Southern Blvd. to Collecting Canal	Policy 2.1.3 Transportation Element
Transportation	TRAN 6: LGWCD to Town road transfer costs – Specific Future Projects To Be Identified	Policy 2.1.3 Transportation Element
Drainage Sub-Element	DR 1: Drainage Canal Refurbishment Program (sub to LGWCD)	Policies 3A.1.5 and 3A.1.6 Drainage Sub-Element

Key: TRAN – Transportation; DR – Drainage; LGWCD – Loxahatchee Groves Water Control District.

(1) – Existing Deficiency; (2) – Replacement Project; (3) – To Meet Future Need

**B. FY 2014 to 2018 Improvements Necessary to Maintain LOS Standards:
— Outside Agencies**

Agency	Project No. and Description	Comprehensive Plan Consistency (Objective/Policy Citation)
Lox Groves Water Control Dist	DR-2: 40-foot Long Front Backhoe lease purchase (1,3)	Objective 3.A.1 Drainage Sub-Element
Lox Groves Water Control Dist	DR-3: Long Reach Mower lease purchase (1,3)	Objective 3.A.1 Drainage Sub-Element
Palm Beach County School District	PSF-1 Palm Beach County School District 5-Year Capital Budget (FY 2013—2017) By Reference (3)	Policy 8A.3 A Public School Facilities Element
Florida Department of Transportation	FDOT-1: #4282391 Bridge #930402 repair and rehab. West of "D" Road (1)*	Policy 2.2.4 Transportation Element; Policy 9.2.10 Capital Improvements Element
Florida Department of Transportation	FDOT-2: #4193452 Add lanes and reconstruct Southern Boulevard (3)*	Policies 2.2.4 and 2.6.2 Transportation Element; Policy 9.2.10 Capital Improvements Element

*— Project included in the FY 2011—2015 Transportation Improvement Program (TIP) of the MPO.
Key: DR— Drainage; PSF— Public School Facility; FDOT— Florida Department of Transportation
(1)— Existing Deficiency; (2)— Replacement Project; (3)— To Meet Future Need

**C. FY 2014 to 2018 Non-LOS Comprehensive Plan Directed Improvements:
Loxahatchee Groves**

Comprehensive Plan Element	Project No. and Description	Comprehensive Plan Consistency (Objective/Policy Citation)
Recreation and Open Space	ROS-1: Equestrian Trails— Linear Park from "A" Road to Folsom Road (1,3)	Objective 2.3 Transportation Element
Recreation and Open Space	ROS-2: Equestrian Trails— Future Projects To Be Identified (1,3)	Objective 2.3 Transportation Element

Key: ROS— Recreation and Open Space
(1)— Existing Deficiency; (2)— Replacement Project; (3)— To Meet Future Need

D. FY 2014 to 2018 Other Infrastructure Improvements: Outside Agencies/Private Parties

Project No. and Description	Public Agency/Private Party	Comprehensive Plan Consistency (Objective/Policy Citation)
TRAN-7 "F" Road Pavement and OGEM Improvements: Southern Blvd. to Collecting Canal (1,3)	Grove Medical Plaza Site Plan Approval Condition	Policy 2.1.4 Transportation Element

Key: TRAN— Transportation;
(1)— Existing Deficiency; (2)— Replacement Project; (3)— To Meet Future Need

Table 8-2 FY 2014 – 2018

Schedule and Cost of Capital Improvements Projects

A. Necessary to Maintain LOS Standards

Project Number*	Fiscal Year Cost (\$ 000's)					Total Cost (Dollars)
	2013/14	2014/15	2015/16	2016/17	2017/18	
TRAN-1	400	400	0	0	0	200,000
TRAN-2	944	0	0	0	0	944,000
TRAN-3	250	0	0	0	0	250,000
TRAN-4	400	0	0	0	0	400,000
TRAN-5	300	0	0	0	0	300,000
TRAN-6	29	29	29	29	29	145,000
TRAN-7	106	0	0	0	0	106,000
DR-1	150	150	150	150	150	750,000
DR-2	62	62	62	62	62	310,000
DR-3	34	34	34	34	34	170,000
FDOT #4282391	119	0	0	0	0	119,000
FDOT##4193452**	5,200	0	0	0	34,500	39,700,000
Totals	7,394	375	275	275	34,775	43,094,000

**Cost includes entire project length (Lion Country Safari to west of Crestwood Blvd).

* - Refer to Table 9-1A, 9-1B and 9-1D.

B. Non-LOS Comprehensive Plan-Directed Improvements

Project Number*	Fiscal Year Cost (\$ 000's)					Total Cost (Dollars)
	2013/14	2014/15	2015/16	2016/17	2017/18	
ROS-1	80	0	0	0	0	80,000
ROS-2	0	400	400	0	0	200,000
Totals	80	400	400	0	0	280,000
PBC School	5-Year Capital Budget (FY 2013 – 2017) Incorporated By Reference					

* - Refer to Table 9-1C.

Table 8-3 Revenue Sources for Town Directed Capital Improvements Projects

Project Number*	Revenue Source	Fiscal Year Budget (\$000)					Total Cost (Dollars)
		2013/14	2014/15	2015/16	2016/17	2017/18	
TRAN-1	GF/GT	100,000	100,000	0	0	0	200,000
TRAN-2	GF/GT	944,000	0	0	0	0	944,000
TRAN-3	GF/GT	250,000	0	0	0	0	250,000
TRAN-4	GF	100,000	0	0	0	0	100,000
TRAN-5	GF	300,000	0	0	0	0	300,000
TRAN-6	GT	29,000	29,000	29,000	29,000	29,000	145,000
TRAN-7	P	106,000	0	0	0	0	106,000
DR-1	GT	150,000	150,000	150,000	150,000	150,000	750,000
ROS-1	GF	80,000	0	0	0	0	80,000
ROS-2	GF	0	100,000	100,000	0	0	200,000
Town Totals	GF/GT/P	2,059,000	379,000	279,000	179,000	179,000	3,075,000

*— Refer to Tables 9-1A, 9-1C and 9-1D.

Revenue Sources: GF—General Fund; GT—Gas Tax; G—Grant; P—Private Source

PROEPRTY RIGHTS ELEMENT
GOALS, OBJECTIVES AND POLICIES

Property Rights

The Property Rights Element is required to be included in the comprehensive plan per requirements of state planning law and rule criteria. Specifically, Chapter 163.3177(6) (i) 1, Florida Statutes, establishes the Property Rights Element requirement.

Chapter 163.3177(6)20(1), Florida Statutes establishes that each local government must adopt a property rights element in its Comprehensive Plan by the earlier of the date of its adoption of its next proposed plan amendment that is submitted after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.

GOAL 9: PROPERY RIGHTS

The Town shall respect judicially acknowledged, and constitutionally protected private property rights.

9.1 Objective:

The Town shall ensure that private property rights are considered in local decision making.

9.1.1 Policy:

The following rights shall be considered in local decision making.

- A. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights;
- B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any of any other person, subject to state law and local ordinances;
- C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property; and,
- D. The right of a property owner to dispose of his or her property through sale or gift.

COMPREHENSIVE PLAN
EVALUATION AND APPRAISAL AMENDMENTS
2023 Data and Analysis



Town of
Loxahatchee Groves

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I. INTRODUCTION

The Loxahatchee Groves Evaluation and Appraisal Report (EAR) comprehensive plan amendments are submitted in response to the provisions of Section 163.3191, Florida Statutes (F.S.), which requires that the planning program be an ongoing process.

In order to ensure the ongoing process, F.S. Section 163.3191(1) requires each local government to prepare a formal evaluation of its comprehensive plan each seven years and notify the state land planning agency of the results. The purpose of the evaluation is to identify amendments to the comprehensive plan necessary to reflect relevant changes in state requirements since the last update. In addition, local governments are encouraged to update comprehensive plans to reflect changed local conditions.

In response to F.S. Section 163.3101(1) requirements, the Loxahatchee Groves Evaluation and Appraisal Notification Letter (Notification) was submitted to the Florida Department of Economic Opportunity (FDEO) on June 16, 2021. (Ref: Exhibit 1). The Town received confirmation of the Notification from the Florida Department of Economic Opportunity (FDEO) in a letter dated July 15, 2021 (Ref: Exhibit 2).

The following principal amendment categories are included in the EAR review process to meet state comprehensive planning requirements per the FDEO confirmation letter and changed local conditions:

A. Notification Letter Comprehensive Planning Requirements.

1. Coordination with the Lower East Coast and Palm Beach County 10-Year Water Supply Plans (F.S. 163.3177 (4)(a)); and
2. Update of the Five-Year Schedule of Capital in the Capital Improvements Element (F.S. 163.3177 (3)(a)).

B. Additional Florida Statutes Based Amendments

1. Updates to the planning period and population projections.
2. Addition of a Property Rights Element to the Comprehensive Plan.
3. Deletion of the Public Schools Element from the Comprehensive Plan.
4. Update of the data and analysis and Objectives and Policies of the Housing Element of the Comprehensive Plan.

C. Changes in Local Conditions Amendments:

1. Reformatting of the 2009 Loxahatchee Groves Comprehensive Plan, as amended, to consist of two separate documents; Evaluation and Appraisal Amendments 2023 Data and Analysis (2023 Support Documentation) and 2023 Evaluation and Appraisal Amendments Goals, Objectives, and Policies (2023 Goals, Objectives and Policies).

As part of the reformatting, an Introduction Element has been added to the 2023 Goals, Objectives and Policies document.

2. Minor text amendments.
3. Local issue amendments including redesignation of Okeechobee Boulevard as a Rural Minor Collector and creation of a local roads classification system.

All of the following EAR-based revisions to the current adopted Comprehensive Plan are identified by underline (additions to current text) or ~~strikethrough~~ (deletions of current text) format.

II. NOTIFICATION LETTER AMENDMENTS

A. Ten-Year Water Supply Facilities Work Plan Update

1. Support Documentation

The Town's Evaluation and Appraisal Notification Letter identified an update of the Town's Ten-Year Water Supply Facilities Work Plan as an item to be completed as a component of the EAR-based Comprehensive Plan amendments.

A majority of the Town does not have central potable water service available and operates primarily on domestic self-supply water wells. The water supply wells draw from the Surficial Aquifer.

For areas centrally served, the Town entered into a Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement (Service Agreement) with Palm Beach County in 2009. The Agreement is currently in effect.

Areas served by central potable water systems are located along Southern Boulevard, Okeechobee Boulevard and 40th Street North. Water mains are operated by Palm Beach County Water Utilities Department (PBCWUD). Property owners proximate to these mains may request connection with the permission of the Town Council. The daily Level-of-Service (LOS), per the current Palm Beach County 10-Year Water Supply Facilities Work Plan, is 111 gallons per day (GPD) per capita.

Residential and non-residential users purchase retail water directly from PBCWUD which has exclusive rights to operate a potable water distribution system within the Town. Specifically, PBCWUD has the right to erect, maintain and operate a potable water distribution system in order to provide potable water service to customers within the Town.

Per the Florida Department of Economic Opportunity Division of Community Development Bureau of Community Planning document entitled: "A Guide to the Preparation of the Water Supply Facilities Work Plan", local governments with no water supply responsibility need only compile the following data and analysis:

"Population and Water Demand Projections for at least a 10-year period, and a discussion of reuse and conservation methods to reduce demand during the projection period".

PBCWUD has included population and water use projections within its most current 10-Year Water Supply Facilities Work Plan, prepared in 2020. PBCWUD Served and Self-Served population and potable water use projections for the Town of Loxahatchee Groves are presented in Tables 1 and 2, assuming a consumption rate of 111 gallons per capita per day (gpcd).

Table 1
Town of Loxahatchee Groves Water Service Area
PBCWUD Served Population and Potable Water Consumption Projections

Year	Population Projection	Potable Water Consumption (mgd)
2020	235	0.0261
2025	774	0.0856
2030	1,333	0.1480

Source: Palm Beach County 10-Year Water Supply Facilities Work Plan (2/5/2020)

Table 2
Town of Loxahatchee Groves
Self-Served Population and Potable Water Consumption Projections

Year	Population Projection	Potable Water Consumption (mgd)
2020	3,180	0.3530
2025	2,980	0.3308
2030	2,780	0.3086

Source: Palm Beach County 10-Year Water Supply Facilities Work Plan (2/5/2020)

Per Section 8 of the PBCWUD Water Supply Facilities Work Plan, implementation of water conservation is key to maintaining the health and productivity of the Surficial and Floridan Aquifer systems. Promoting water conservation equipment, techniques and practices will benefit customers economically and maintain a realistic water demand picture for utilities.

Policy 3C.2.6 of the Infrastructure Element of the current Loxahatchee Groves Comprehensive Plan supports Palm Beach County's efforts to conserve water supply from the Surficial Aquifer, as follows:

"3C.2.6 Policy:

In order to protect and conserve the Surficial Aquifer, the Town shall cooperate with Palm Beach County to continue to investigate utilization of alternate water sources to supplement and broaden the county's future water supply sources as described in the 10-Year Water Supply Facilities Work Plan. These potential sources could include the increased use of reclaimed wastewater, improved methods of conservation, Aquifer Storage and Recovery (ASR), improved operations to increase stormwater reuse and aquifer recharge by improvements to the secondary canal infrastructure, and other technologies which may be addressed in the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District (SFWMD)."

In addition, updated Policy 4.2.9 and current Policy 4.2.10 of the Conservation Element of the 2023 Goals, Objectives, and Policies document promote water conservation and quality, as follows:

"4.2.9 Policy (to be revised by the EAR-based amendments; as underlined):

The Town shall work towards the further education of the public regarding various methods of water conservation at the household and small business level. In this regard, the Town shall procure publications from the South Florida Water Management District for distribution to residents and posting on the Town's website."

"4.2.10 Policy:

The Town shall encourage the utilization of the Best Management Practices developed by the Florida Department of Agriculture to promote the protection of water quality. The Town shall provide, as available, education material on the Best Management Practices."

2. Comprehensive Plan Amendments:

The following EAR-based amendments are incorporated in the Infrastructure Element of the accompanying 2023 Goals, Objectives, and Policies document:

3C.1 Objective:

The Town shall support Palm Beach County (PBC) Water Utilities (PBCWUD) to identify and, where feasible, correct existing potable water facilities' deficiencies as necessary.

3C.1.1 Policy:

3C.1.1 Policy:

The Town shall assist the County with ~~capacity surpluses and deficiencies for the long-term planning horizon and any other relevant issues.~~ in planning for the Town's potable water supply needs by participating in the preparation of periodic PBC 10- Year Water Supply Facility Plan updates.

3.C.1.2 Policy: The Town shall continue to participate in the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement as a means to provide potable water supply service to Town residents.

3C.2 Objective:

Potable water facilities, currently depicted on MAP INF-1, shall be provided to meet the Town's short-term and long-term future needs. Long-term needs shall be addressed in the PBC 10-Yyear Water Supply Facilities Work Plan updates.

3C.2.1 Policy:

The level of service (LOS) standard for potable water facilities shall be the Florida Department of Environmental Protection Permitted Capacity of the County facility that serves the Town. The LOS standard for water treatment plants planning shall be measured by ~~maximum~~ average daily flow. The level of service (LOS) standard for potable water facilities provided by PBCWUD ~~in the current PBC 10-Yyear Water Supply Facilities Work Plan~~ is 111 426- GPD per capita.

3C.2.3 Policy:

~~The Town shall support the planning~~ Planning for additional capacity and/or a reduction in per capita demand shall be included in the PBC 10-Year Water Supply Facilities Work-plan. as required in Chapter 163 of Florida Statutes to increase the ~~coordination of local land use and future water supply planning.~~

B. Capital Improvements Element Update

Florida Statutes Section 163.3177(3)(a) requires a local government comprehensive plan to include a Capital Improvements Element. Section 163.3177(3)(b) requires the Capital Improvements Element to be reviewed on an annual basis. However, modifications to the 5-Year Schedule of Improvements may be accomplished by local government ordinance rather than by amendment to the comprehensive plan.

The Town Council has elected to amend the Five-Year Schedule of Improvements by ordinance as part of its annual budget process in order to increase its planning efficiency. The following EAR-based amendments are incorporated in the Capital Improvements Element of the accompanying 2023 Goals, Objectives, and Policies document:

8.6 Objective:

The Five-Year Schedule of Capital Improvements shall be reviewed by the FAAC on an annual basis as part of the Town budget process. Any revisions and/or amendments to the Five-Year Schedule of Capital Improvements shall be made by the Town Council at that time. Annual updates to ~~Tables 9-1 to 9-3~~ the Five Year Schedule of Capital Improvements shall be made by Town Council Ordinance and not subject to the comprehensive plan amendment process.

8.7 Objective

~~The Five-Year Schedule of Capital Improvements consists of Tables 8-1 to 8-3.~~

~~Table 8-1 Summary of FY 2014–2018 Capital Improvements Projects~~

~~A. Necessary to Maintain LOS Standards: Loxahatchee Groves~~

Comprehensive Plan Element	Project No. and Description	Comprehensive Plan Consistency (Objective/Policy Citation)
Transportation	TRAN-1: Non-District Town Road Survey (1)	Objective 2.6 and Policies 2.2.4, 2.7.1 and 2.7.9 Transportation Element
Transportation	TRAN-2: Collecting Canal Road OGEM surface Improvements (1,2)	Policy 2.1.3 Transportation Element
Transportation	TRAN-3: Okeechobee Traffic Signal @ "D" Rd. (1)	Policies 2.1.4 and 2.2.2, Transportation Element
Transportation	TRAN-4: Town Road OGEM Projects—Specific Future Projects To Be Identified (1,2)	Policy 2.1.3 Transportation Element
Transportation	TRAN-5: Pave/OGEM Surface "D" Road from Southern Blvd. to Collecting Canal	Policy 2.1.3 Transportation Element
Transportation	TRAN-6: LGWCD to Town road transfer costs—Specific Future Projects To Be Identified	Policy 2.1.3 Transportation Element
Drainage Sub-Element	DR-1: Drainage Canal Refurbishment Program (sub to LGWCD)	Policies 3A.1.5 and 3A.1.6 Drainage Sub-Element

Key: TRAN—Transportation; DR—Drainage; LGWCD—Loxahatchee Groves Water Control District.

(1)—Existing Deficiency; (2)—Replacement Project; (3)—To Meet Future Need

~~B. FY 2014 to 2018 Improvements Necessary to Maintain LOS Standards: Outside Agencies~~

Agency	Project No. and Description	Comprehensive Plan Consistency (Objective/Policy Citation)
Lox Groves Water Control Dist	DR-2: 40-foot Long Front Backhoe lease purchase (1,3)	Objective 3.A.1 Drainage Sub-Element
Lox Groves Water Control Dist	DR-3: Long Reach Mower lease purchase (1,3)	Objective 3.A.1 Drainage Sub-Element

Palm Beach County School District	PSF-1 Palm Beach County School District 5-Year Capital Budget (FY 2013 – 2017) By Reference (3)	Policy 8A.3-A Public School Facilities Element
Florida Department of Transportation	FDOT-1: #4282391 Bridge #930402 repair and rehab. West of "D" Road (1)*	Policy 2.2.4 Transportation Element; Policy 9.2.10 Capital Improvements Element
Florida Department of Transportation	FDOT-2: #4193452 Add lanes and reconstruct Southern Boulevard (3)*	Policies 2.2.4 and 2.6.2 Transportation Element; Policy 9.2.10 Capital Improvements Element

* – Project included in the FY 2011 – 2015 Transportation Improvement Program (TIP) of the MPO.

Key: DR – Drainage; PSF – Public School Facility; FDOT – Florida Department of Transportation

(1) – Existing Deficiency; (2) – Replacement Project; (3) – To Meet Future Need

C. FY 2014 to 2018 Non-LOS Comprehensive Plan-Directed Improvements: Loxahatchee Groves

Comprehensive Plan Element	Project No. and Description	Comprehensive Plan Consistency (Objective/Policy Citation)
Recreation and Open Space	ROS 1: Equestrian Trails – Linear Park from "A" Road to Folsom Road (1,3)	Objective 2.3 Transportation Element
Recreation and Open Space	ROS 2: Equestrian Trails – Future Projects To Be Identified (1,3)	Objective 2.3 Transportation Element

Key: ROS – Recreation and Open Space

(1) – Existing Deficiency; (2) – Replacement Project; (3) – To Meet Future Need

D. FY 2014 to 2018 Other Infrastructure Improvements: Outside Agencies/Private Parties

Project No. and Description	Public Agency/Private Party	Comprehensive Plan Consistency (Objective/Policy Citation)
TRAN 7 "F" Road Pavement and OGEM Improvements: Southern Blvd. to Collecting Canal(1,3)	Grove Medical Plaza Site Plan Approval Condition	Policy 2.1.4 Transportation Element

Key: TRAN – Transportation.

(1) – Existing Deficiency ;(2) – Replacement Project; (3) – To Meet Future Need

Table 8-2 FY 2014 – 2018

Schedule and Cost of Capital Improvements Projects

A. Necessary to Maintain LOS Standards

Project Number*	Fiscal Year Cost (\$ 000's)					Total Cost (Dollars)
	2013/14	2014/15	2015/16	2016/17	2017/18	
TRAN-1	400	400	0	0	0	200,000
TRAN-2	944	0	0	0	0	944,000
TRAN-3	250	0	0	0	0	250,000
TRAN-4	100	0	0	0	0	100,000
TRAN-5	300	0	0	0	0	300,000

TRAN-6	29	29	29	29	29	145,000
TRAN-7	106	0	0	0	0	106,000
DR-1	150	150	150	150	150	750,000
DR-2	62	62	62	62	62	310,000
DR-3	34	34	34	34	34	170,000
FDOT #4282394	119	0	0	0	0	119,000
FDOT##4193452**	5,200	0	0	0	34,500	39,700,000
Totals	7,394	375	275	275	34,775	43,094,000

**Cost includes entire project length (Lion Country Safari to west of Crestwood Blvd).

* Refer to Table 9-1A, 9-1B and 9-1D.

B. Non-LOS Comprehensive Plan-Directed Improvements

Project Number*	Fiscal Year Cost (\$ 000's)					Total Cost (Dollars)
	2013/14	2014/15	2015/16	2016/17	2017/18	
1. ROS-1	2. 80	3. 0	4. 0	5. 0	6. 0	7. 80,000
8. ROS-2	9. 0	10. 100	11. 100	12. 0	13. 0	14. 200,000
15. Totals	16. 80	17. 100	18. 100	19. 0	20. 0	21. 280,000
22. PBC School District	23. 5-Year Capital Budget (FY 2013 – 2017) Incorporated By Reference					

* Refer to Table 9-1C.

Table 8-3 Revenue Sources for Town-Directed Capital Improvements Projects

Project Number*	Revenue Source	Fiscal Year Budget (\$000)					Total Cost (Dollars)
		2013/14	2014/15	2015/16	2016/17	2017/18	
TRAN-1	GF/GT	100,000	100,000	0	0	0	200,000
TRAN-2	GF/GT	944,000	0	0	0	0	944,000
TRAN-3	GF/GT	250,000	0	0	0	0	250,000
TRAN-4	GF	100,000	0	0	0	0	100,000
TRAN-5	GE	300,000	0	0	0	0	300,000
TRAN-6	GT	29,000	29,000	29,000	29,000	29,000	145,000
TRAN-7	P	106,000	0	0	0	0	106,000
DR-1	GT	150,000	150,000	150,000	150,000	150,000	750,000
ROS-1	GE	80,000	0	0	0	0	80,000
ROS-2	GE	0	100,000	100,000	0	0	200,000
Town-Totals	GF/GT/P	2,059,000	379,000	279,000	179,000	179,000	3,075,000

* Refer to Tables 9-1A, 9-1C and 9-1D.

Revenue Sources: GF-General Fund; GT-Gas Tax; G-Grant; P-Private Source

III. ADDITIONAL FLORIDA STATUTES BASED AMENDMENTS

A. Planning Period Update and Population Projections

The Town's comprehensive plan must include a planning period for at least a ten-year period and population projections of at least 10 and 20-year periods. The 2020 Census population of Loxahatchee Groves was established at 3,355 residents. Future Town population generated by the Palm Beach County Planning Division, a professionally accepted source, is projected at 4,322 residents by 2035 and 4,908 residents by 2045.

It is necessary to update the Future Land Use Map to indicate the planning period of at least 10 years. Per this requirement, the 2023 – 2035 period is utilized in the 2023 Goals, Objectives and Policies document as the planning period.

B. Addition of a Property Rights Element

Florida Statutes Chapter 163.3177(6)(i)(1) requires a Property Rights Element to be included in the Town's Comprehensive Plan. The Property Rights Element has been added as Element 8 to the Comprehensive Plan as in the accompanying 2023 Goals, Objectives and Policies document as follows:

GOAL 9: PROPERTY RIGHTS

The Town shall respect judicially acknowledged, and constitutionally protected private property rights.

9.1 Objective:

The Town shall ensure that private property rights are considered in local decision making.

9.1.1 Policy:

The following rights shall be considered in local decision making.

(a) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

(b) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any of any other person, subject to state law and local ordinances.

(c) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

(d) The right of a property owner to dispose of his or her property through sale or gift.

C. Deletion of the Public School Facilities Element

Florida Statutes Chapter 163.3177(6) no longer requires a Public School Facilities Element to be included in the Comprehensive Plan. On this basis, the Town Council has deleted the current Element 8 Public Schools Facilities Element from the accompanying 2023 Goals, Objectives and Policies document.

D. Affordable Housing

Florida Statutes Chapter 163.3177(6)(f)1.d includes Comprehensive Plan requirements for very-low, low and moderate income workforce housing, mobile homes, group homes and foster care.

The Town currently relies upon the private sector to provide affordable housing opportunities for its residents. Private sector affordable housing opportunities are principally defined in the Unified Land Development Code (ULDC) as follows:

1. Minimum residential unit size of 400 sq. ft.
2. Allowance for permanent housing alternatives including accessory dwelling units, grooms quarters, modular and truck trailer and container conversion homes, and continuance and replacement of existing manufactured homes.
3. Use of a recreational vehicle and manufactured home on a temporary basis during new residence construction.
4. Use of recreational vehicles as temporary residences for a portion of the year

Housing Element Objective 6.2, modified in the accompanying 2023 Goals, Objectives, and Policies document, summarizes and supports the Town's housing policy:

6.2 Objective:

Adequate and affordable housing, consistent with the current rural character of the Town, shall be provided for existing residents and anticipated population growth, including housing to accommodate any defined specialized needs of very-low, low and moderate income households. ~~elderly households, EH-~~ modular homes and Community Residential Homes

~~handicapped or displaced residents. and farmworkers;—Also, provisions shall be made for displaced residents, and Community Residential Homes foster care housing, as well as and manufactured or and modular mobile homes.~~

6.2.3 Policy:

Provide for innovative housing alternatives (e.g., ~~single-room occupancy, accessory dwelling units residential structures, caretaker quarters, groom's quarters, manufactured and mobile modular homes and Community Residential Homes~~ congregate living alternatives) oriented to facilitating reduced housing costs for very low, low and moderate income households and special needs populations.

6.2.5 Policy:

Allow the placement of manufactured homes and ~~individual mobile homes~~ within single-family residential districts provided that: (1) such homes must comply with all Town building, construction, design and housing codes that apply to all housing types and U.S. Department of Housing and Urban Development manufactured home construction and safety standards; and (2) they shall be subject to any reviews as provided in the Town code of ordinances.

6.2.6 Policy:

Encourage development of affordable and workforce housing, including accessory dwellings, in residential developments south of Collecting Canal Road areas, in proximity to employment opportunities and major transportation facilities.

6.3 Objective:

Provision shall be made for the location of Community Residential Housing daycare, foster care and group home facilities regulated by the Town's ULDC and licensed by the state of Florida, in a manner consistent with state law and the character of existing residential neighborhoods.

6.3.1 Policy:

The Town shall ~~permit support~~ the location of Community Residential Homes of 6 or fewer residents licensed by the state of Florida, ~~different classes of group home facilities~~ in appropriate residential neighborhoods that foster non-discrimination and encourage the development of community alternatives to institutionalization. Further, ~~no appropriate residential neighborhoods shall be closed to such facilities.~~

6.3.2 Policy:

The Town shall monitor the development and distribution of ~~daycare foster care and group homes~~ Community Residential Homes to ensure that adequate sites and infrastructures are provided, while over-concentration (~~i.e., to be defined by implementing Policy 6.3.1~~) in any residential appropriately zoned area is avoided.

6.3.3 Policy:

~~"Foster Care Facility" and "Group Home Facility"~~ Community Residential Home shall be defined as a residential unit, otherwise meeting the requirements of the Chapter 419, Florida Statutes and the Town Zoning

Code, where a family living environment is provided for individuals not related by blood or legally to the householder.

6.4.1 Policy:

Due to high land values and low permitted densities, very-low, low and moderate income housing efforts shall be oriented primarily toward: (1) maintaining the existing housing stock in standard condition; (2) continuing to permit individual ~~manufactured housing and mobile homes~~ modular or factory built homes and existing manufactured homes; and (3) investigating innovative housing alternatives such as single-room occupancy, accessory dwelling units, and congregate living; tiny homes and truck trailer and container storage conversions.

IV. CHANGES IN LOCAL CONDITIONS AMENDMENTS

The Town Council and Local Planning Agency went through an extensive ten-month, page-by-page review of the current Comprehensive Plan Element Goals, Objectives and Policies. A schedule of workshops and meetings topics is presented in Exhibit 3.

The workshops and LPA recommendation resulted in three categories of Comprehensive Plan Amendments; Reformatting of the Comprehensive Plan; minor text amendments; and local issue amendments.

A. Reformatting of the Comprehensive Plan

Due to the unwieldy size and format of the existing Comprehensive Plan, the Town has opted to separate the document into 2023 Support Documentation and 2023 Goals, Objectives and Policies documents. The 2023 Support Documentation as well as additional future revisions will be approved by Town Council Resolution, as opposed to Ordinance, in order facilitate the update process. Future 2023 Goals, Objectives and Policies updates will continue to be approved by Town Ordinance, per statutory requirements.

As part of the EAR-based review a new Introduction Element has been added to the 2023 Goals, Objectives and Policies document. The Element addresses basic comprehensive plan requirements per the Florida Statutes. In addition, the following specific vision (i.e. Community Character Goal) of the Town's future based upon its historical past is included:

Loxahatchee Groves will protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has great respect for lifestyle choices balanced with historical community needs. This is reflected in a cost effective, minimal government structure that

strives to protect the environment and our quality of traditional lifestyles.

Development of plans, enforcement of regulations, and operations of the Town are directed toward this end.

B. Minor Text Amendments

The following minor amendments are indicated by underline and ~~strikethrough~~ text in the accompanying 2023 Goals, Objectives and Policies document.

- Grammer and format revisions.
- Movement of objectives and/or policies to a more appropriate location(s).
- Use of consistent terminology throughout the Comprehensive Plan.
- Updating of implementation timing for certain objectives and policies.
- Updating, where necessary, of Florida Statutes references and deleting Florida Administrative Code references.

C Local Issue Amendments

Local issue amendments, including text and map revisions, are included in the accompanying 2023 Goals Objectives and Policies document. The following paragraphs comprise a data and analysis summary of each issue. Related map revisions are presented in Exhibit 4.

1. Designation of Okeechobee Boulevard as a Rural Minor Collector

The current designation of Okeechobee Boulevard through the Town, by both the Town and Palm Beach County, is County Urban Collector. This designation is not consistent with the nature of the Town, as described by the Community Character Goal included in the new Introduction Element which describes the Town as a rural residential and agricultural community. Consistent with its character, the Town has proposed a change in the designation of Okeechobee Boulevard to Rural Minor Collector.

Implementing the Community Character Goal is the Town's Rural Residential 5 (RR 5) Future Land Use category and Agricultural Residential (AR) zoning district which encompass more than 95% of the Town's land area and limit residential density to a maximum of 5 units per acre.

Supporting the Town's Community Character Goal are Palm Beach County Comprehensive Plan policies and planning maps and the designation of Loxahatchee Groves as a rural community by the Florida Department of Commerce (Ref: Exhibit 5).

Per Map LU-1.1 (Ref: Exhibit 5), the Town is within the Rural Tier of Palm Beach County's Managed Growth Tier System. Objective 1.4 *Rural Tier* of the Future Land Use Element of the County Comprehensive Plan, the Rural Tier is characterized as follows:

"The Rural Tier includes agricultural land and rural settlements that range in density from primarily 1 dwelling unit per 5 acres to 1 dwelling unit per 20 acres. These areas support large agricultural operations as well as single-family homes with small family -owned agricultural businesses, including equestrian related uses. Due to the declining availability of land and the increase in population in the Urban and Exurban Tiers, the Rural Tier is beginning to experience pressure for urban densities and nonresidential intensities normally associated with a more urban area. The strategies in the Rural Tier are established to protect and enhance rural settlements that support agricultural uses and equestrian uses while also providing an alternative style of development in specific areas that further the goals of the Rural Tier"

County Future Land Use Element Policy 1.4-a states the following Rural Tier land use policy:

"The County shall protect and maintain the rural residential, equestrian and agricultural areas within the Rural Tier by:

1. Preserving and enhancing the rural landscape, including historic, cultural, recreational, agricultural, and open space resources;
2. Providing facilities and services consistent with the character of the area;
3. Preserving and enhancing natural resources; and,
4. Ensuring development is compatible with the scale, mass, intensity of use, height, and character of the rural community".

Per Map LU-2.1 (Ref: Exhibit 4), the Town is also within the County Rural Service Area. Objective 3.4 *Rural Service Area* of the Future Land Use Element summarizes the required service level as follows:

"Palm Beach County shall require a rural level of service, which meets the needs of rural development and uses without encouraging the conversion of rural areas to more intense uses.

Policy 3.4-a: The Rural Service Area shall include those areas of the County where the extension of urban levels of service is neither foreseen during the long-range planning horizon nor warranted by the development patterns or densities or intensities allowed. The official boundaries of the Rural Service Area shall be depicted on the Service Areas Map in the Map Series.

Policy 3.4-b: Development on a parcel in the Rural Tier that is adjacent to water and/or sewer lines which existed prior to the adoption of the Comprehensive Plan in 1989 shall be allowed an urban level of service when required by the Public Health Department”.

To assist in maintaining its rural character while addressing its infrastructure needs and improving economic conditions, the Town applied for, and was designated a rural community, per F.S. Section 288.0656(2)(e)4, by the Florida Department of Commerce (FDOC). Documentation of the FDOC designation is included in Exhibit 5.

The following supportive text amendments are incorporated in the Transportation Element in the accompanying 2023 Goals Objectives and Policies document:

2.2.5 Policy:

The following shall be Town policies: (1) permanent removal of the “E” Road, 140th Avenue extension; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

2.2.6 Policy:

In order to maintain the two-lane section on Okeechobee Boulevard and protect its rural character, the Town shall support implementation of the following:

- a) Designation of the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Minor Collector;
- b) Traffic calming features to include, but not limited to, roundabouts, traffic signals, and/or stop signs at the Letter Road intersections; and
- c) Implementation and enforcement of reduced speed limits.

2.2.8 Policy:

On an annual basis, work with Palm Beach County to incorporate future roadway improvements that implement the Town’s Okeechobee Boulevard planning policy Policies 2.2.5 and 2.2.6 within the Five-Year Transportation Improvement Program (TIP). In this regard, the Town Council shall be represented at Transportation Planning Agency meetings in preparation of the TIP.

2. Creation of a Local Roads Classification System

The Town's current classification system consists of three roadways; Okeechobee Boulevard, Southern Boulevard and Folsom Road. In order to facilitate and prioritize its local roads maintenance and improvements program it is necessary to create a related classification system. The Town's Roadway Equestrian Trails and Greenways (RETAG) Advisory Committee developed the classification system and map to be incorporated in the Comprehensive Plan.

To establish a classification system, following text amendments and map are incorporated in the Transportation Element of the accompanying 2023 Goals Objectives and Policies document:

2.7 Objective:

The Town shall maintain a safe local roadway network.

2.7.1 Policy:

For the purpose of allocating public maintenance and capital improvements projects funds, the Town's local roads shall be classified as follows: in Table TRN 1 Local Roads Functional Classification System and illustrated on Map TRN 2 Local Roads Classification Map.

~~1. Category 1 — Surfaced local public roads under the jurisdiction of the Town.~~

~~1. A. — Paved local public roads;~~

~~1. B. — OGEM surfaced local public roads;~~

~~2. Category 2 — Unsurfaced local public roads;~~

~~2. A. — Loxahatchee Groves Water Control District roads;~~

~~2. B. — Town of Loxahatchee Groves roads;~~

~~3. Category 3 — Private local roads (public access); and~~

~~4. Category 4 — Private local roads (no public access).~~

2.7.4 Policy:

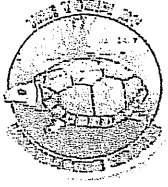
The Town shall investigate and implement strategies with all affected governments, special districts, and other public agencies, ~~including the LGWCD,~~ to discourage cut-through traffic on local roads throughout the Town.

Table TRN 1
Local Roads Functional Classification System

<u>Road Classification</u>	<u>Function</u>	<u>Design Objective</u>
<u>Service Level 1</u>	<u>Principal public access from Town properties to both Okeechobee Boulevard and Southern Boulevard</u>	<u>Improved or unimproved, as determined by the Town</u>
<u>Service Level 2</u>	<u>Public access from Town properties to Okeechobee Boulevard or Southern Blvd.</u>	<u>Improved or unimproved, as determined by the Town</u>
<u>Service Level 3</u>	<u>Connector public access between two or more Service Level 1 Roads</u>	<u>Improved or unimproved determined by Town and abutting owners</u>
<u>Service Level 4</u>	<u>Non-through public direct access to Town properties</u>	<u>Improvement can be requested by abutting owners and approved by Town.</u>
<u>Service Level 5</u>	<u>Non-through private direct access to Town properties</u>	<u>Improvements may be made by abutting owners</u>

Source: ~~Town of Loxahatchee Groves Roadway Equestrian Trail and Greenways Advisory Committee; 2019.~~

**EXHIBIT 1
LOXAHATCHEE GROVES
EVALUATION AND APPRAISAL NOTIFICATION**



Town of Loxahatchee Groves

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

June 18, 2021

Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399

Re: Submittal of Evaluation and Appraisal Notification for the Town of Loxahatchee Groves (Palm Beach County).

Dear Mr. Eubanks:

Pursuant to the requirements of F.S. 163.3191(1), please accept this letter as the Evaluation and Appraisal Notification (Notification) for the Town of Loxahatchee Groves. In completing the Notification, the Town has researched changes in state comprehensive planning requirements since the date of the adoption of the Comprehensive Plan

Based upon the Town's research into the matter, the principal amendments necessary to reflect updated state comprehensive planning requirements are those included in F.S. 163.3177 (4)(a) (coordination with the Lower East Coast and Palm Beach County 10-year Water Supply Plans) and F.S. 163.3177(3)(a) (update of the 5-Year Capital Improvements Plan).

In addition to a review of updated state requirements, the Town has determined that the Comprehensive Plan requires the following additional amendments to appropriately reflect current conditions:

1. Editing statutory and administrative code references in the Comprehensive Plan, and updating the planning period and population projections; and
2. Additional updates resulting from the recently completed 2019 FDEO Technical Assistance Planning Grant No P0361 (currently under review for Second Reading).

The Town will review the above items and transmit appropriate Comprehensive Plan amendments to the State Land Planning Agency.

Any questions regarding this submittal may be addressed to:

Jamie Titcomb
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Tel: (561) 793-2418
E-Mail: jtitcomp@loxahatcheegrovesfl.gov

Respectfully submitted,

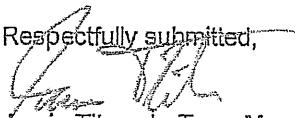

Jamie Titcomb, Town Manager
Town of Loxahatchee Groves

EXHIBIT 2
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
CONFIRMATION LETTER

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 15, 2021

Mr. Jamie Titcomb, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

RE: Loxahatchee Groves Evaluation and Appraisal Notification Letter

Dear Mr. Titcomb:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on August 1, 2021 and received by the Department on July 13, 2021.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by July 13, 2022, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statutes.

Please be aware that Chapter No. 2021-195 Laws of Florida, creates a new Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, each local government is now required to adopt a property rights element into its comprehensive plan.

Ms. Kelly Corvin of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8503.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850 245 7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

EXHIBIT 3
EAR WORKSHOPS AND MEETINGS SCHEDULE

EAR-BASED AMENDMENTS PROCESS AND SCHEDULE
Commencing January 9, 2023 (10th Revision)

Month	Date	Comp Plan Element(s)	Task
January	9	Conservation and Recreation/Open Space	1. Discussion and Staff Direction
January	23	Housing and Intergovernmental Coordination	1. Review of January 9th 2. Discussion and Staff Direction
January	30	Infrastructure and Transportation (part)	1. Review of January 23rd 2. Discussion and Staff Direction
February	13	Transportation (balance), Capital Improvements and Property Rights	1. Review of January 30th 2. Discussion and Staff Direction
February	28	Future Land Use #1	1. Review of February 13th 2. Discussion and Staff Direction
March	13	Future Land Use #2,	1. Review of February 28th 2. Discussion and Staff Direction
March	27	Introduction Element Plan graphics and Additional Planning Issues	1. Review of March 13th 2. Discussion and Staff Direction
April	24	Summary and discussion of previous and additional revisions	1. Review of March 27th 2. Discussion and Staff Direction
May	8	Council Review Workshop #1	1. Discussion of new FLU categories
May	15	Council Review Workshop #2: Introduction, Infrastructure, Recreation and Open Space, Housing Capital Improvements, Intergovernmental Coordination, Property Rights	1. Discussion of future land uses 2. Final Workshop Review of Elements
May	30	Continuation of Review Workshop #2	1. Discussion of future land use 2. Final Workshop Review of Elements
June	26	Council Review Workshop #3	Workshop Review of Draft Revised Comp Plan

Month	Date	Comp Plan Element(s)	Task
August	17	Introduction, Conservation, Recreation/Open Space, Housing, Intergovernmental Coordination, Capital Improvements, and Property Rights Elements – Revised Comprehensive Plan	Planning and Zoning Board review
September	21	Future Land Use, Transportation and Infrastructure Elements – Revised Comprehensive Plan	Planning and Zoning Board review
October	24	Public Hearing - All Elements – Revised Comprehensive Plan	Local Planning Agency Public Hearing and Recommendation
December	5	Public Hearing - All Elements – Revised Comprehensive Plan	Council Public Hearing and Consideration of Adoption Ordinance on First Reading
To be determined (TBD)	TBD	All Elements – Revised Comprehensive Plan	Transmittal to FDEO and Other Agencies for Review and Comment
To be determined (TBD)	TBD	All Elements – Revised Comprehensive Plan	Staff Review of Agency Comments (If any) and Draft response
To be determined (TBD)	TBD	Public Hearing - All Elements – Revised Comprehensive Plan, Including Agency Comment Responses	Council Public Hearing and Consideration of Adoption Ordinance on Second Reading
To be determined (TBD)	TBD	All Elements – Revised Comprehensive Plan	Submittal of Adopted Plan to FDEO
To be determined (TBD)	TBD	All Elements – Revised Comprehensive Plan	Comprehensive Plan Effective Date

**EXHIBIT 4
LOCAL ISSUE
COMPREHENSIVE PLAN MAP AMENDMENTS**



Municipal_Boundaries

Roads

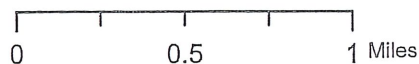
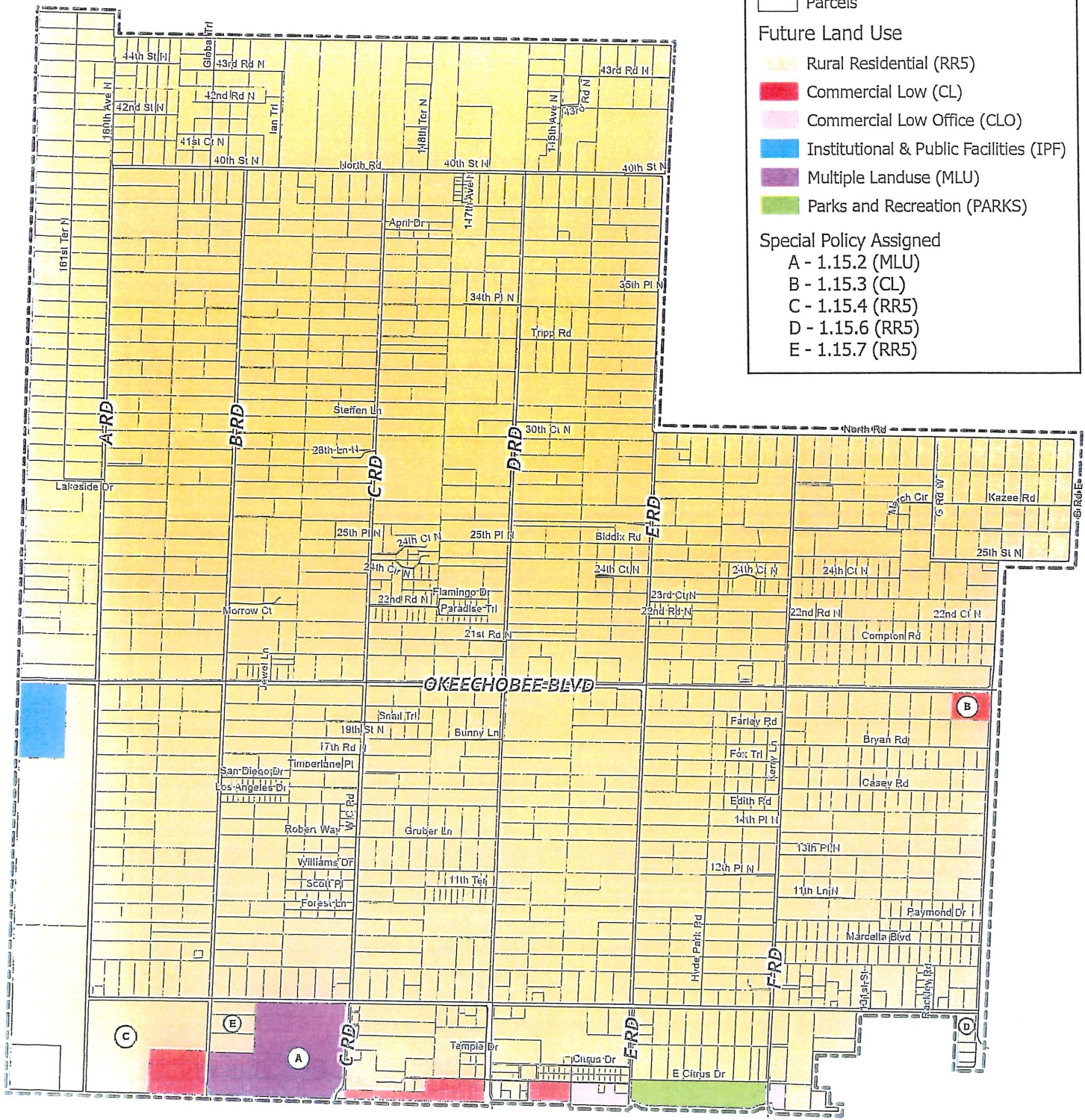
Parcels

Future Land Use

- Rural Residential (RR5)
- Commercial Low (CL)
- Commercial Low Office (CLO)
- Institutional & Public Facilities (IPF)
- Multiple Landuse (MLU)
- Parks and Recreation (PARKS)

Special Policy Assigned

- A - 1.15.2 (MLU)
- B - 1.15.3 (CL)
- C - 1.15.4 (RR5)
- D - 1.15.6 (RR5)
- E - 1.15.7 (RR5)





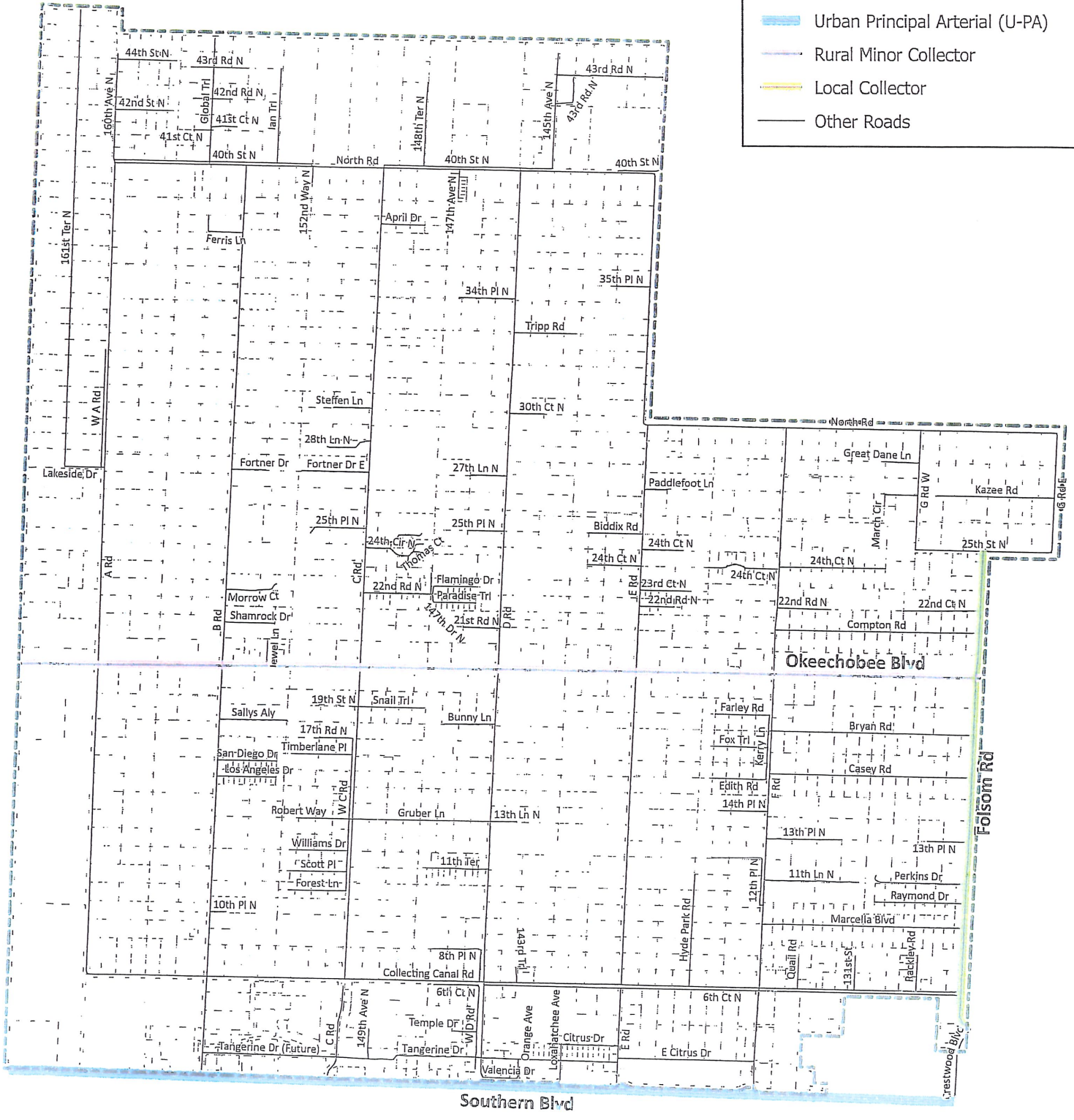
MAP TRN-1 - Major Roads Functional Classification Map

Municipal Boundaries

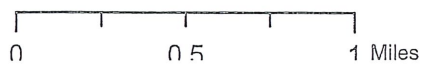
Parcels

Functional Classification

- Urban Principal Arterial (U-PA)
- Rural Minor Collector
- Local Collector
- Other Roads



Source: 2023 Town of Loxahatchee
Municipal Boundaries and Roads;
County Property Appraiser Parcels





Parcels
 Roads
 Municipal_Boundaries
Diameter Range
 1.5" - 24"
 24" - 36"

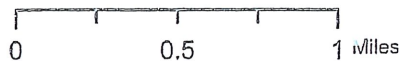
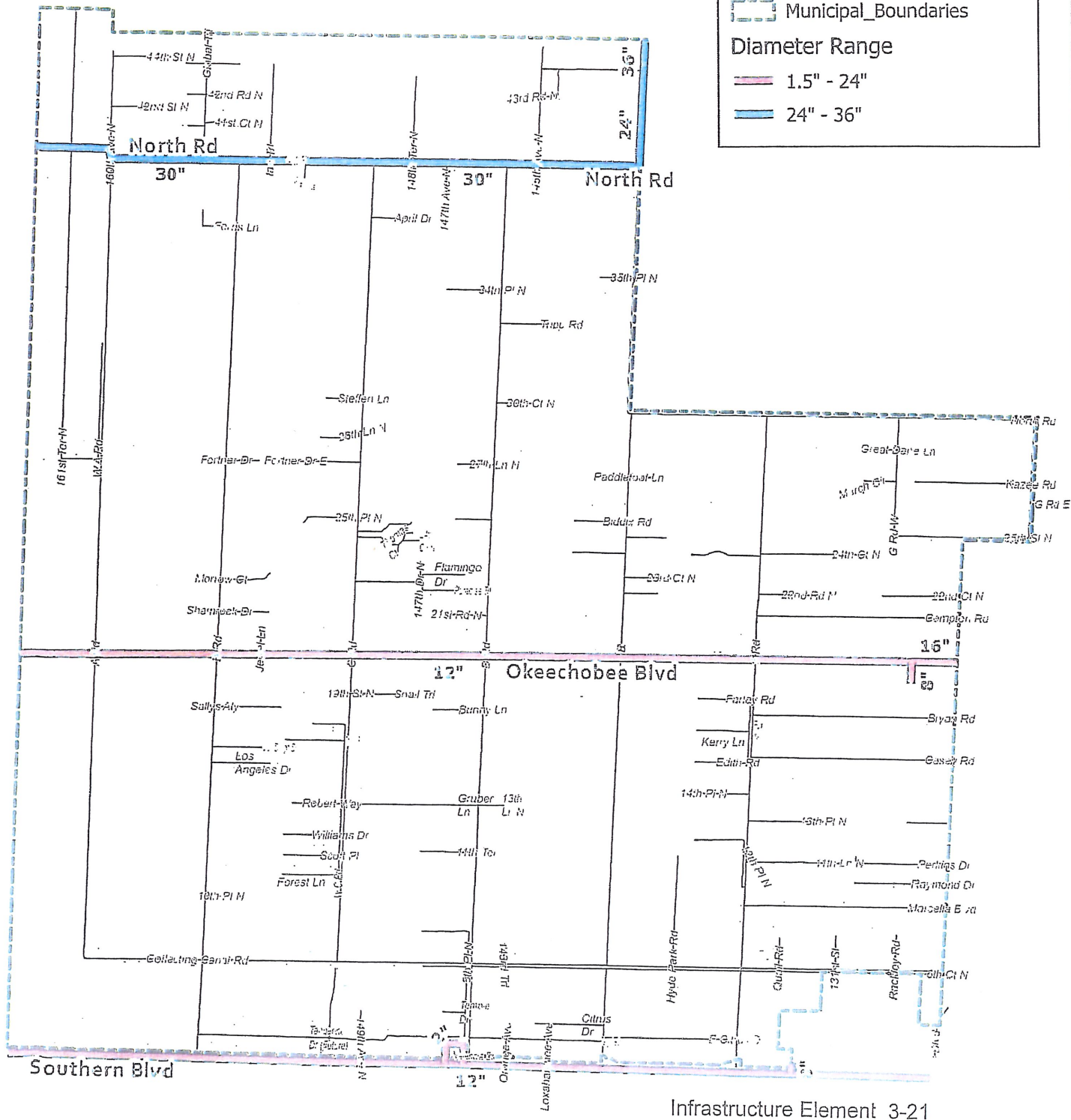















EXHIBIT 5
RURAL COMMUNITY SUPPORT DOCUMENTATION

**MAP LU 1.1
MANAGED GROWTH
TIER SYSTEM**

-  Urban/Suburban Tier
-  Exurban Tier
-  Rural Tier
-  Agricultural Reserve Tier
-  Glades Tier
-  United Technologies Area Overlay/
-  North PBC General Aviation Airport
-  United Urban Service Area
-  Revitalization & Redevelopment
-  Infill Overlay
-  Conservation
-  Urban Service Area Boundary
-  Municipalities

Administrative Notes:

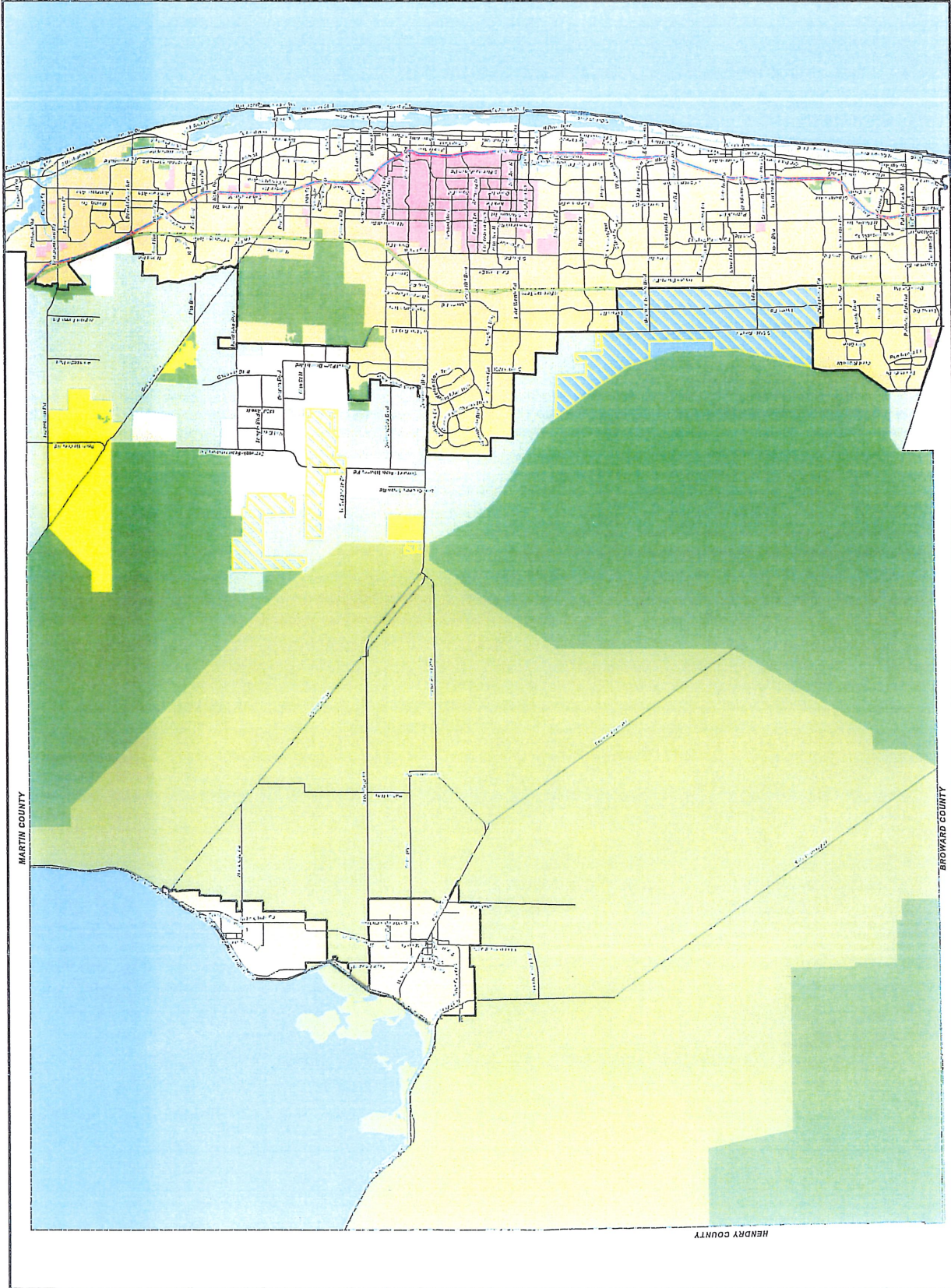
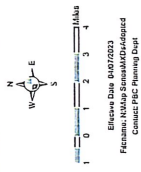
The official boundaries of each LUSA are shown on the Source Area Map, LU 2.1. The boundaries of the Main, Indian Trails Grove, Trailing Center and Ag Reserve LSAs are depicted on this map for informational purposes only.

The official boundaries of the conservation areas are identified on Greenways and Linkes, Open Space System Map LU 8.1. The boundaries of the conservation areas are depicted on this map for informational purposes only.

SOURCES:
PBC Planning Division
PBC Environmental Resources Management
South Florida Water Management District
Intergovernmental Plan Association Review Commission
Last Amended in Report 22-04, 19 June 2022, 2024



**PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES**



MAP LU 2.1

SERVICE AREAS

- Urban Service Area
- Limited Urban Service Area
- Rural Service Area

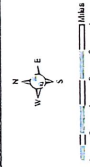
LUSA Note
A LUSA is designated per Land Use Element Policy 2.3.4

RSA Note
The Rural Service Area includes all land within the County Urban Service Area or the Limited Urban Service Area.

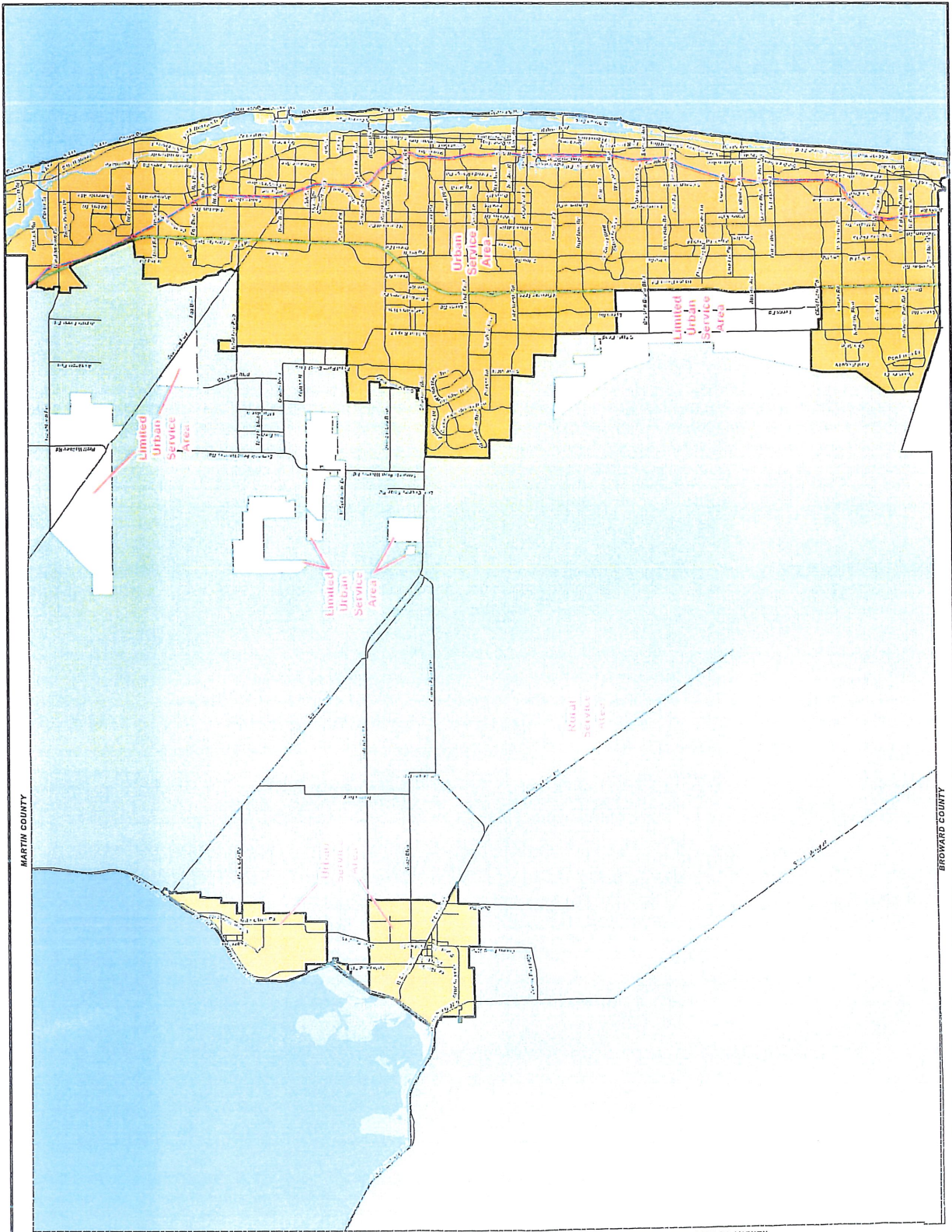
SOURCES: PRC Planning Division
Last Amended by Board 22-A, by Ord. 2022-009



PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES



Effective Date: 04/07/2023
Prepared by: PRC Planning Division
Contact: PRC Planning Dept.



MARTIN COUNTY

BROWARD COUNTY

HENRY COUNTY



Town of Loxahatchee Groves

155 F Rd. • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax • www.loxahatchee.org

Joshua Ashkey
Florida Commerce
Division of Community Development
107 East Madison Street
Tallahassee, Florida 32399

Joshua,

I am Writing to express my strong support for the designation of our rural community, The Town of Loxahatchee Groves, as an official rural community. I am confident that this designation will bring much-needed resources and support to our community, and I am excited about the potential benefits it will bring to our residents.

The Town of Loxahatchee Groves has a rich history and a deep sense of pride in our rural way of life. However, like many rural communities across the state, we face unique challenges and opportunities. Our community relies heavily on agriculture, with a plethora of bona fide agricultural and homestead designations. Yet, we recognize the need for investment in our infrastructure and economic development.

Designating The Town of Loxahatchee Groves as a rural community would enable us to access a wide range of federal and state resources that can help address these challenges. These resources could be used to improve our roads, stimulate economic growth, and provide funding for community development projects that will enhance our quality of life and preserve our unique rural character.

I kindly request that you consider our application for rural community designation and support our efforts to improve the lives of our residents. Attached is our narrative of considerations in determining our eligibility. I am available to provide any additional information or assistance that may be needed throughout the application process.

Thank you for your time and consideration. We are excited about the prospect of becoming an official rural community and committed to working diligently to make this designation a reality.

Sincerely,

Francine L. Ramaglia,
Town Manager
Town of Loxahatchee Groves, Florida

October 20, 2023

The Honorable Laura Donowski
Mayor, Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: Eligibility for Waiver or Reduction of Match Requirements

Dear Mayor Donowski:

The Florida Department of Commerce has reviewed the information submitted on behalf of the Town of Loxahatchee Groves (Town) and has determined that the Town is a "rural community" as that term is defined by Section 288.0656(2)(e)4., Florida Statutes.

If you have any questions or wish to discuss this further, please contact Barbara Powell at (850) 717-8504 or via email at Barbara.Powell@Commerce.fl.gov.

Sincerely,



Meredith Ivey, Deputy Secretary
Division of Community Development

MI/bp



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #9

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: January 9, 2024
SUBJECT: Discussion regarding Roadway and Drainage update.

Background:

Staff will present updates regarding Roadway and Drainage to Town Council.