

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

AUGUST 15, 2023

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



Laura Danowski, Mayor (Seat 2)

Phillis Maniglia, Councilmember (Seat 1)

Robert Shorr, Vice Mayor (Seat 4)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Consideration of Resolution No. 2023-46 approving the NEXTRequest software for public records request.
2. Consideration of Resolution No. 2023-55 approving the contract for CPG Agency.

REGULAR

3. Consideration of Resolution No. 2023-53 approving Termination and Release of Declaration of Restrictive Covenant for Groves Town Center.

DISCUSSION

4. Discussion of the FY 24 Budget.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Marianne Miles (Seat 3)

Councilmember Margaret Herzog (Seat 5)

Councilmember Phillis Maniglia (Seat 1)

Vice Mayor Robert Shorr (Seat 4)

Mayor Laura Danowski (Seat 2)

ADJOURNMENT

Comment Cards

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



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: Francine L. Ramaglia, Town Manager

DATE: August 1, 2023

SUBJECT: Consideration of *Resolution No. 2023-46* approving NEXTRRequest Public Records Request Software.

Background:

In a continuing effort towards efficiency and transparency, staff is seeking to implement the CivicPlus NEXTRRequest Public Records Request Module. This module will enhance the production and efficacy of the public records request process due to an all-in-one platform for managing records request. More importantly, Council, residents and the general public will have easier and quicker access to obtaining and seeking public records.

The existing contract with CivicPlus provides for adding additional modules offered by the company and its affiliates. Because we currently use the CivicPlus website platform and Municode codification, the Town is receiving around a 20% discount.

Recommendation:

Staff requests the approval of *Resolution No. 2023-46* authorizing the purchase of the CivicPlus NEXTRRequest Public Records Request Module.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-46

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE MASTER SERVICE AGREEMENT AND STATEMENT OF WORK WITH NEXTREQUEST, CO. FOR PUBLIC RECORDS REQUEST MANAGEMENT PLATFORM AND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, NextRequest, Co. (“Contractor”) develops, markets, and sells custom a public records request management platform and services that include, but are not limited to, web interfaces and portals, proprietary software systems and associated modules, project development, design and implementation, and support and hosting services; and

WHEREAS, the Town of Loxahatchee Groves (“Town”) is in need of such services to best fulfill its obligations in responding to public records requests in compliance with Florida law; and

WHEREAS, Contractor is a part of CivicPlus, LLC, which is already under a separate agreement with the Town for other services and was therefore able to offer the Town a price reduction for the Agreement; and

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town as it provides for software and services necessary to complete this work; and

WHEREAS, the Town has determined the Agreement serves a 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. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Master Service Agreement and Statement of Work with NextRequest, Co.; and authorizes the Town Manager to execute the documents, as provided.

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"/>
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 _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

**NextRequest
Master Service Agreement
Version 4.0 (April 6, 2021)**

This Master Service Agreement (“MSA”), together with the order form (“Order Form”) executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the “Agreement” or “Service Agreement”.

“NextRequest” means NextRequest Co., a Delaware Corporation with principal offices at 460 Brannan St. #77208 San Francisco, CA 94107 and “Customer” means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a “Party” and together as the “Parties”.

1. Defined Terms

- 1.1. “Business Day” or “Business Hours” means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
- 1.2. “Confidential Information” means all non-public information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether before or after the effective date of the Agreement, that would reasonably be deemed to be trade secrets in accordance with Section 812.081, Florida Statutes, and has been specifically marked or otherwise conspicuously designated in writing to the other party as trade secret., and for NextRequest only, scripts and other tools used in the Service that are trade secrets. Information that is (i) independently developed by either Party, without reference to the other’s Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be “Confidential Information” of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
- 1.3. “Customer Content” means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer’s use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
- 1.4. “Customer User” means a person authorized by Customer, such as a Customer employee, to use the Service on Customer’s behalf. Customer User does not include Requesters.
- 1.5. “Hourly Services” means hourly support or training services to be provided by NextRequest under an applicable Order Form.
- 1.6. “Intellectual Property” or “IP” means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.

- 1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking; (v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
- 1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.
- 1.9. "Requester Content" means information provided directly to NextRequest by a Requester. Requester Content does not include Usage Data collected from Requesters.
- 1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.
- 1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.
- 1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.
- 1.13. "Service Providers" means third-party providers of services that are part of the Service.
- 1.14. "Usage Data" means information other than Customer Content or Requester Content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

2. Services

- 2.1. **NextRequest Service.** During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.
- 2.2. **Service Level Agreement.** NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.
- 2.3. **Other Services.** If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.
- 2.4. **Excluded Services.** Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

- 2.5. **Security.** The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is available at <https://www.nextrequest.com/compliance/security-policy>.
3. **Intellectual Property and Licenses.**
- 3.1. **Service.** The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.
- 3.2. **Customer Content.** As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.
- 3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest [Terms of Service](#). As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.
- 3.4. **Feedback and improvements.** Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.
4. **Customer Obligations and Restrictions**
- 4.1. **Security.** Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.

- 4.2. **Compliance with Laws.** Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer acknowledges and agrees that the Service, including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Subject to the limitations of Section 768.28, Florida Statutes, as amended from time to time, Customer will be responsible for its negligent acts and omissions arising out of or relating to such use. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing. Nothing contained in this provision shall be construed or interpreted as consent by Customer to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. Section 768.28, Florida Statutes, is deemed to apply for claims and actions arising in tort and/or contract.
- 4.3. **Acceptable Use Policy.** Customer shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (v) monitor data or traffic on the Service without permission; (vi) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (viii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (vii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (viii) to impersonate another person; (ix) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.
- 4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at <https://www.nextrequest.com/privacypolicy>, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at <https://www.nextrequest.com/termservice> which may be updated from time to time. NextRequest agrees to provide Customer with written notice of any amendments to the NextRequest Privacy Policy and the NextRequest Terms of Service at least thirty (30) days prior to such amendments becoming effective to Customer's use of the Service.

- 4.5. **Deletion of Customer Content.** The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("**Deleted Content**"), such Customer Content is removed from databases accessible to Customer, Requester and/or the general public so that Customer no longer has access to Deleted Content. However, copies and backups of Deleted Content may continue to be stored on NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.
- 4.6. **Removal of Customer Content, Suspension of Service**
- 4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.
- 4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest, its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.
- 4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.
- 4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance written notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.
- 4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.
5. **Representations and Warranties.** The parties each represent, warrant, and covenant that:
- 5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- 5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;
- 5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;
- 5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against it in accordance with its terms;
- 5.5. It has all necessary rights to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;
- 5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.
- 5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.
6. **Fees and Invoicing.**
- 6.1. **Fees, Invoicing.** Customer will pay all fees stated in the Order Form within 45 days of receiving an invoice from NextRequest, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes. License Fees renewal pricing shall not to exceed a three percent (3%) increase from one year to the next.

- 6.2. **Payments Processing.** This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.
- 6.3. **Expenses.** If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer. Notwithstanding the foregoing, any such reimbursement shall be in strict accordance with Chapter 112, Florida Statutes.
- 6.4. **Taxes.** Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order. Customer is exempt from payment of Florida State Sales and Use Tax. NextRequest shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with Customer, nor is NextRequest authorized to use Customer's Tax Exemption Number in securing such materials. NextRequest shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.
7. **Confidential Information**
- 7.1. **Duty to Protect Confidential Information.** Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.
- 7.2. **Return of Confidential Information.** Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 4.5 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.
- 7.3. **Notification Obligation.** If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.
- 7.4. **Requests for Confidential Information.** Notwithstanding the foregoing, NextRequest acknowledges that Customer is a public entity subject to Chapter 119, Florida Statutes. If Customer receives a public records request for public records received from NextRequest, including any records that may be or may contain Confidential Information, Customer shall promptly notify NextRequest. The notice shall inform NextRequest that it must promptly inform Customer, in writing, whether or not NextRequest claims an exemption to the release of part or all of the requested public record. If NextRequest claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If NextRequest claims that an exemption applies to part of a requested public record, NextRequest shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be

produced for inspection and copying. If NextRequest promptly notifies Customer of a claim of exemption, Customer shall review the exemption claimed and decide whether to release the public records. If NextRequest fails to promptly notify Customer that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and Customer shall release the record as requested.

- 7.5. **NextRequest Indemnification of Customer.** NextRequest will indemnify, defend, and hold Customer and its elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any third party person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Florida Statutes, that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by Customer with counsel of Customer's choice but at the expense of NextRequest, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by NextRequest.
8. **Publicity. In the event that customer has indicated a Publicity Contact on the Order Form,** NextRequest will request Customer's consent to use Customer's name and logo in NextRequest promotional or marketing materials by contacting the Customer Publicity Contact. If Customer does not respond to NextRequest's request within fourteen (14) days, or declines to identify a Publicity Contact, Customer agrees that NextRequest may publicly disclose Customer's use of the Service and may use Customer's name and logo to identify Customer as its customer in promotional or marketing materials, including press releases.
9. **Term and Termination**
- 9.1. **Term.** The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year. Renewal rates shall not exceed 3% above the previous year.
- 9.2. **Termination for Convenience.** Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.
- 9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.
- 9.4. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.
- 9.5. **Termination for Non-appropriation.** Notwithstanding the foregoing, the parties acknowledge and agree that Customer is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by Customer of funds sufficient to pay the costs associated herewith in any fiscal year of Customer. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by Customer's governing board in any fiscal year to pay the costs associated with Customer's obligations under this Agreement, or in the event the funds budgeted

or appropriated are, or are estimated by Customer to be, insufficient to pay the costs associated with Customer's obligations hereunder in any fiscal period, then Customer will notify NextRequest of such occurrence and either party may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to Customer of any kind whatsoever; however, Customer shall pay NextRequest for all services performed under this Agreement through the date of termination.

10. **Changes to Services.** In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.

11. **Intellectual Property Infringement and Indemnification**

11.1. **NextRequest's Indemnification of Customer.** If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest will indemnify and hold harmless Customer against and from third party damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such action or the amount of the settlement thereof; provided that (i) NextRequest is promptly notified in writing of such claim or suit, (ii) NextRequest will have the sole control of the defense and settlement thereof, and (iii) Customer furnishes NextRequest, on reasonable request, information available to Customer for such defense. The Customer will not admit any such claim without prior consent of NextRequest. NextRequest's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon NextRequest whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of this Agreement.

11.2. **NextRequest's Obligations for IP Infringement.** In the event of a claim of infringement, NextRequest shall, at its sole option and expense (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 11 states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.

11.3. **Customer's Indemnification of NextRequest.** Subject to the limitations of Section 768.28, Florida Statutes, Customer shall be responsible for any claim, judgment, or proceeding relating to or arising out of Customer's negligent acts and omissions in its performance under this Agreement. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The Town shall not be required to indemnify Vendor under the Contract Documents. Section 768.28, Florida Statutes, is deemed to apply to the Contract Documents for claims and actions arising in tort and/or contract.

12. **Disclaimers and Limitations on NextRequest's Liability**

12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.

12.2. **Disclaimer of Warranty.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.

12.3. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW AND CUSTOMER'S LIABILITY IS SUBJECT TO THE LIMITS OF SECTION 768.28, FLORIDA STATUTES, WHICH IS DEEMED TO APPLY TO THIS AGREEMENT FOR CLAIMS AND ACTIONS ARISING IN TORT AND/OR CONTRACT.

12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. Insurance

13.1. NextRequest shall procure and maintain and shall cause any subcontractor of NextRequest to procure and maintain, the minimum insurance coverages listed below throughout the term of the Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Customer. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

13.1.1. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Agreement and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

13.1.2. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.

13.2. Customer shall be named as an additional insured on all required insurance coverage.

13.3. Cyber Liability policies shall contribute as primary and non-contributory. All policies provided by NextRequest or a subcontractor shall include a waiver of subrogation.

13.4. Prior to commencement of Services, NextRequest shall submit to Customer certificates of insurance evidencing the required insurance as stated herein.

14. General

- 14.1. **Governing Law.** Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of Florida, without respect to conflict-of-laws principles. Any and all legal action, including mediation, necessary to enforce this Agreement will be held in Palm Beach County, Florida.
- 14.2. **Conflict Resolution.** Disputes related to or arising out of this Agreement shall not be subject to binding or non-binding arbitration. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.
- 14.3. **Notice.** Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date. The Party contact identified in the Order Form may be modified by providing the other party written notice of such modification as provided herein.
- 14.4. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.
- 14.5. **Force Majeure.** Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 14.6. **Modifications.** Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.
- 14.7. **Entire Agreement.** The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.
- 14.8. **Precedence.** If there is a conflict between the Order Form and this Agreement, then this Agreement will control.
- 14.9. **Unenforceable Provisions.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.
- 14.10. **No Waiver.** Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
- 14.11. **No Partnership.** The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.
- 14.12. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

- 14.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.
- 14.14. **Public Entity Crimes.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, NextRequest certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
- 14.15. **Scrutinized Companies.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, NextRequest certifies that it is not participating in a boycott of Israel. Customer and NextRequest agree that Customer will have the right to terminate the Agreement if NextRequest is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 14.16. **Palm Beach County IG.** In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. NextRequest should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable. NextRequest shall not provide gifts or entertainment to Customer, its elected officials or employees.
- 14.17. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, NextRequest shall:
- 14.17.1. 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 Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - 14.17.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) 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;
 - 14.17.3. Maintain copies of all subcontractor affidavits for the duration of the Agreement and provide the same to Customer upon request;
 - 14.17.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - 14.17.5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Agreement; and
 - 14.17.6. Be aware that if Customer terminates the Agreement under Section 448.095(2)(e), Florida Statutes, NextRequest may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by Customer as a result of termination of the Agreement.
- 14.18. **Public Records Law.** NextRequest shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of Customer as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- 14.18.1. Keep and maintain public records required by the Town to perform the services.
 - 14.18.2. Upon request from Customer's custodian of public records or designee, provide Customer 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.
 - 14.18.3. 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 the Agreement following completion of the Agreement if NextRequest does not transfer the records to Customer.
 - 14.18.4. Upon completion of the Agreement, transfer, at no cost, to Customer all public records in possession of NextRequest or keep and maintain public records required by Customer to perform the service. If NextRequest transfers all public records to Customer upon completion of the Agreement, NextRequest shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NextRequest keeps and maintains public records upon completion of the Agreement, NextRequest shall meet all applicable requirements for retaining public records. All records stored electronically must be

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

IF NEXTREQUEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NEXTREQUEST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: LAKISHA BURCH, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

**NextRequest
Service Level Agreement**

This Service Level Agreement (“SLA”) defines the support obligations of NextRequest Co., a Delaware corporation (“NextRequest”) to Customer, a purchaser of NextRequest’s service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Master Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Master Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider (“Hosting Provider”), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance (“Uptime”). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our Security Policy. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer’s data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer’s request and begin work on the issue:

Severity Level (Priority)	Definition	Initial Response Time and Channel
Critical Service is inoperative	Service is inoperative, Customer’s business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days <i>(phone or email)</i>
Standard (High)	Service is operating but issue is causing significant disruption of Customer’s business operations; workaround is unavailable or inadequate.	1 Business Day <i>(phone or email)</i>

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day (<i>email</i>)
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day (<i>email</i>)

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to Customer
99.9% to 99.0%	3
89.9.0% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.

NextRequest for Town of Loxahatchee Groves, FL	
What do I get with NextRequest?	<p><i>An all-in-one platform for managing records requests</i> across your entire agency. It's an annual subscription and includes:</p> <ul style="list-style-type: none"> • Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates
Security?	<p>We protect your information using:</p> <ul style="list-style-type: none"> • SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security
Technical Requirements?	<p>NextRequest is entirely web based and software-as-a-service</p> <ul style="list-style-type: none"> • Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	Town of Loxahatchee Groves, FL	Start Date	8/15/2023
Account URL(s)*	townofloxahatcheegrovesfl.nextrequest.com <i>*Account URL cannot be altered once created</i>	Invoice Date	8/15/2023
Primary Contact Name	Lakisha Burch	Renewal Date	8/15/2024
Email and Phone	lburch@loxahatcheegrovesfl.gov 561-807-6672		
Address	155 F Road, Loxahatchee Groves, FL, 33470		

Service Agreement : Welcome to NextRequest! Thanks for using our platform. This Service Agreement (“Agreement”) is entered between NextRequest, LLC, with a place of business at 212 W Main Street, Suite 500, Durham, NC 27701 (“NextRequest”), and the Customer listed above (“Customer”), as of the Effective Date. This Agreement includes the above subscription and support (the “Services”) and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals : Pricing may be subject to a standard 3% annual increase to account for application improvements, new features and inflation.

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$899.00	12	\$10,788.00
Standard Set Up & Onboarding (One-time) Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles , and Service Level Agreement	\$1,500.00	1	\$1,500.00
Setup Fee Waiver	-\$1,500.00	1	-\$1,500.00
One-Time Credit for Service One-Time Credit of \$1798.00 applied for 2 months of service.	-\$899.00	2	-\$1,798.00

Subtotal **\$8,990.00**

Total \$8,990.00

*Pricing is Valid for 60 Days from the Current Date

Town of Loxahatchee Groves, FL	NextRequest, LLC
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:
Accounts Payable Info	
Name:	Phone:
Email:	Will issue PO? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Download our W-9 at: <https://www.civicplus.com/verify> (password: foiasoftware)



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

VIA: Amber Schneider

DATE: August 15, 2023

SUBJECT: Approval of *Resolution No. 2023-55* approving an Agreement with CGP Agency, LLC for Communications Content and Production Services as Best Interest

Background:

The Town contracted with CGP Agency, LLC in December of 2020, the agreement between the parties is set to expire on September 30th, 2023. The scope of services and compensation limit have grown since the original agreement. It is beneficial for the Town to have a single creator of its communications content and production.

Pursuant to Section 2-133 (b)(12) of the Town's Code of Ordinance, the staff has determined that this agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work.

Recommendations:

Move that Town Council approve *Resolution No. 2023 -55* authorizing an agreement with CGP Agency, LLC for communications content and production services, in the Town's best interests.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-55

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH CGP AGENCY, LLC. TO PROVIDE COMMUNICATIONS CONTENT AND PRODUCTION AND RELATED SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide communications content and production and related services to the Town; and

WHEREAS, the Town contracted with CGP Agency, LLC since December of 2020; and

WHEREAS, it is beneficial to the Town to have a single creator of its communications content and production; and

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work; and

WHEREAS, the Town has determined the agreement for communications content and production and related services serves a 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. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with CGP Agency, LLC.

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"/>
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 _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 10th day of August, 2023, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and CGP Agency, LLC, a Florida limited liability company ("Consultant").

WITNESSETH:

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding communications content and production and related services in accordance with this Agreement; and

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

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

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

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager or designee. The general scope of the Consultant’s services is to provide communications content and production and related services as set forth in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein. Additional services outside the Scope of Services may be requested by the Town as identified in the Consultant’s rate sheet, attached hereto as Exhibit “B” and incorporated herein.

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

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence October 1, 2023, and shall terminate on September 30, 2026, unless earlier terminated as stated herein. The term may be renewed for up to two (2) additional one (1) year terms on the same terms and conditions as stated herein by mutual written agreement of the parties. The term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the Scope of Services, attached as Exhibit "A", and the current rate sheet, attached as Exhibit "B" during the Term of this Agreement.

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under this Agreement. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

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

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

b. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

c. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

d. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

e. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The Town shall be named as an additional insured as to Consultant's liability on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

h. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

i. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by

the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 12: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the sub-consultant's insurance coverage arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 13: ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: DISCRIMINATORY VENDOR. As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 23: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

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

and if sent to the Consultant, shall be sent to:

CGP Agency, LLC
Attn: Carlos Gabriel Perez, Manager
15213 68th Ct. N
Loxahatchee Groves, FL 33470

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 24: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 25: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 26: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 27: NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 28: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 29: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council. The Effective Date is October 1, 2021.

SECTION 30: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 31: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 32: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding

upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 33: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 34: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibits "A" and "B". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 35: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibits "A" and "B" to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 36: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 37: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney's

fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

SECTION 38: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 39: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;
- b. Secure an affidavit from all sub-consultants stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement and provide the same to Client 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 Agreement; and
- f. Be aware that a violation of Section 448.095(5) by a sub-consultant, and not Consultant, shall be grounds for the Town to order Consultant immediately terminate the contract with the sub-consultant; and
- g. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 40: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

CONSULTANT:

CGP Agency, LLC, a Florida limited liability company

By: [Signature]
Carlos Pérez, Manager

STATE OF Florida)
COUNTY OF Palm Beach)

Subscribed before me by means of physical presence or online notarization, this _____ this 10th day of August, 2023, by Carlos Perez as Manager of CGP Agency, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

Amber Schmeider
(Print, type, or stamp commissioned name)
Notary public)



TOWN OF LOXAHATCHEE GROVES

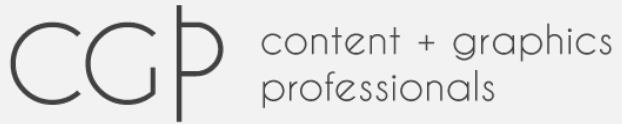
By: _____
Laura Danowski, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

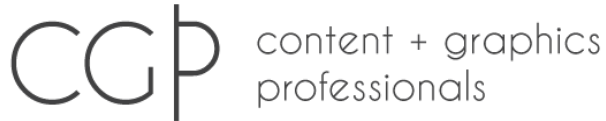


Vendor	Content + Graphics Professionals
Services	Communications
Representative	Carlos Gabriel Perez
Email	carlos@cgpagency.com
Phone	561.503.5030
Purchase Order #	520
Vendor ID	909
Date	Apr. 13, 2022

Town Website	Hr	
New Website Pages & Communication Tools	\$	175.00
Update Existent Website Pages and Content	\$	150.00
Develop Website Visuals & Compose Information	\$	150.00
Platfrom Management	\$	125.00
Improve Navigation	\$	125.00
Town Communications Channels	Hr	

<i>Facebook + Instagram + Twitter</i>		
<i>Official Town Communication</i>		
<i>Promote Community Lifestyle & Culture</i>		
<i>Promote Town Events</i>		
Develop Visuals & Compose Information	\$	150.00
Publish	\$	50.00
Monitor & Report Community Engagement	\$	50.00
Platforms Management	\$	125.00
Community Alerts, Notifications & Immediate Circulation Information		Hr
<i>Town Communications Channels // Website & Social Media</i>		
<i>Urgent Town-Hall Communication</i>		
<i>Urgent Road-Work Updates</i>		
<i>Other</i>		
Compose Visuals & Messages	\$	175.00
Publish on Appropriate Town Platforms	\$	175.00
Community Events		Hr
Development of Promotional & Communication Material	\$	175.00
Media Services - Photography & Video	\$	175.00
Communications Services		Hr

Media Services - Photography & Video	\$	175.00
Document Community & Lifestyle	\$	175.00
Graphic Design	\$	175.00
Copywriting	\$	75.00
Research	\$	50.00
Reporting	\$	50.00
Calls & Emails	\$	50.00
Meetings	\$	100.00



Scope Statement

Create an official, consistent, and reliable communications program that provides immediate access to residents to official Town information and resources. In addition, support Town staff and be a dependable resource for the Town of Loxahatchee Groves.

Project Information

- Accessible and consistent information for residents across Town channels:
 - Website / Print
 - Facebook
 - Twitter
 - Instagram
- Campaign the false and negative rhetoric online by establishing and maintaining the
- Official Town communications channels.
- Communicate Official Town announcements
- Lower staff administrative time by informing residents of digital tools available on the Town's website.
- Promote local culture, lifestyle, and community values.
- Preserve Town history by digitalizing official Town voice.

Monthly Deliverables

Website Management

- Build landing pages (Town, District, Elections)
- Upload documents
- Agendas (Upload - Building/Code Enforcement)
- Update announcement/Town News
- Department (Public Works)
 - Update Grading schedule
 - Road Closures
 - Notices
- Create/Update user profiles
- Update existing information on websites
- Clean databases
- Graphic designs
- Information accessibility as new content is annexed to the website
 - Adding to menus, submenus, columns, etc.
 - Improve and enhance website navigation (user friendly)

Social Media/Content Development

- Posting on Town social media outlets (3-4 times a week) – Official announcement
 - Facebook

- Twitter
- Instagram
- Design or push media for social and mailers
 - Code Red Alerts
- Graphic design (different from website)
- Community management
- Monitor and manage public communication between community and staff
- Communicate with Senior Management on community announcements
- Promote events and Town Council's Blogs.
 - Promote portals to online tools
 - Local lifestyles

Elections

- Graphic design and posting on Town social media outlets (as necessary) – Official announcement
 - Facebook
 - Twitter
 - Instagram
- Building website landing page
- Graphic design for website

Proposed Monthly Time:

40 Hours + /\$2,000 per month

Monthly/Designs

All Town Special Events for flat fee of \$500 per event

- Event Flyer, Information, and mailers to residents (Print & Digital)
- Push out twice before the event
- Town website
- Advertise events on Town Social Media sites
 - Facebook
 - Twitter
 - Instagram
- On the day of events take photos/videos and upload on Town website (some photos will be taken by staff)

**** All other work done will be in accordance with the rate sheet, attached as Exhibit "B". ****



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth Lenihan, Town Attorney

VIA: Francine L. Ramaglia, Town Manager

DATE: August 15, 2023

SUBJECT: Consideration of *Resolution No. 2023-53* approving Termination and Release of Declaration of Restrictive Covenant for Groves Town Center

Background:

The Town holds a restrictive covenant over 3.1 acres within the Groves Town Center property for quality native vegetation. The restrictive covenant was originally granted by Sundar Heeraman, previous owner of the property, to Palm Beach County in 2005. The 2005 restrictive covenant provides, in pertinent part, that the sole use of the parcel described therein, which contains approximately 3.1 acres of real property (the “Restricted Parcel”), is to be limited to bona fide agricultural purposes, unless and until the owner of the Restricted Parcel agrees to make a cash payment for the value of 3.1 acres to the Palm Beach County Natural Areas Stewardship Endowment Fund, or agrees to set aside 3.1 acres of contiguous area as approved by ERM containing quality native vegetation prior to the conversion of the Restricted Parcel to a nonagricultural land use required by the Vegetation Preservation and Protection Ordinance.

Since that time, the Restricted Parcel under the 2005 restrictive covenant became part of the Groves Town Center development. The owners of Groves Town Center have recorded a Restrictive Covenant and Limited Access and Conservation Easement covering approximately 23.169 acres restricting the use to conservation and equestrian trail uses.

The owners of the property have requested the Town consider the 23.169 acres under the Restrictive Covenant and Limited Access and Conservation Easement a satisfaction of the requirements under the 2005 restricted covenant to set aside 3.1 acres of contiguous area containing quality native vegetation.

Recommendation:

Move Town Council adopt *Resolution No. 2023-53* approving Termination and Release of Declaration of Restrictive Covenant for Groves Town Center.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANT RELATED TO GROVES TOWN CENTER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2005, the prior owner of property within the Town that is now known as the Groves Town Center recorded a Declaration of Restrictive Covenants in favor of Palm Beach County for the preservation of 3.1 acres of native vegetation (“Declaration”); and

WHEREAS, in 2021, the County transferred its interest in the Declaration to the Town; and

WHEREAS, the current owner of the property has created a conservation tract on the property and recorded a Restrictive Covenant and Limited Access and Conservation Easement consisting of approximately 23.169 acres restricting the use to conservation and equestrian trail uses (“Restrictive Covenant”); and

WHEREAS, the owner of the property has requested the Town terminate and release the Declaration of Restrictive Covenant recorded in 2005 pursuant to the terms therein as the Restrictive Covenant satisfies the intended purpose of setting aside 3.1 acres of native vegetation; and

WHEREAS, the Town has determined the termination and release of the Declaration of Restrictive Covenants serves a 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. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves and authorizes the Mayor to execute the Termination and Release of Declaration of Restrictive Covenant.

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"/>
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 _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

Prepared By and After
Recording Return to:

Robert B. Barkin, Esq.
Akerman LLP
777 South Flagler Drive
Suite 1100 West Tower
West Palm Beach, Florida 33401

space above this line for recording information

TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANT

THIS TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANT (this "Termination") is made as of the ____ day of _____, 2023, by and among **LOXAHATCHEE EQUESTRIAN PARTNERS, LLC**, a Florida limited liability company, having its principal office located at 250 Delaware Avenue, Buffalo, New York 14202, and **SOLAR SPORTSYSTEMS, INC.**, a New York corporation, having its principal office located at 250 Delaware Avenue, Buffalo, New York 14202 (collectively, "Owner"), and the **TOWN OF LOXAHATCHEE GROVES**, a political subdivision of the State of Florida, with a mailing address of 155 F Road, Loxahatchee Groves, Florida 33470 (the "Town"), for the express purpose of terminating and forever releasing and discharging the Restrictive Covenant (as hereinafter defined).

WHEREAS, Owner owns that certain real property situated in Palm Beach County, Florida, generally located at the northeast corner of Southern Boulevard and "B" Road and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property").

WHEREAS, Sundar Heeraman, Owner's predecessor in title to the Property ("Prior Owner"), entered into that certain Declaration of Restrictive Covenant with Palm Beach County, a political subdivision of the State of Florida ("PBC"), through its Department of Environmental Resources Management, which was recorded on November 28, 2005 in Official Records Book 19585, Page 0697, of the Public Records of Palm Beach County, Florida (the "Restrictive Covenant"), against the Restricted Parcel (defined below);

WHEREAS, Section 2 of the Restrictive Covenant provides, in pertinent part, that the sole use of the parcel described in Exhibit "A" of the Restrictive Covenant, described in Exhibit "B" attached hereto and incorporated herein, which contains approximately 3.1 acres of real property (the "Restricted Parcel"), and is a portion of the Property, is to be limited to bona fide agricultural purposes, unless and until the owner of the Restricted Parcel agrees to make a cash payment for the value of 3.1 acres to the Palm Beach County Natural Areas Stewardship Endowment Fund, or agrees to set aside 3.1 acres of contiguous area as approved by ERM containing quality native vegetation prior to the conversion of the Restricted Parcel to a nonagricultural land use required by the Vegetation Preservation and Protection Ordinance;

WHEREAS, Owner intends to construct a mixed-use commercial center at the Property, to be known as “Groves Town Center”, as approved by the Town via Ordinance 2018-08 (the “PUD Ordinance”) and Resolution 2018-84 (the “Site Plan Resolution”).

WHEREAS, Owner and the Town entered into that certain Restrictive Covenant and Limited Access and Conservation Easement, which was recorded on May 16, 2019, in Official Records Book 30616, Page 1289, of the Public Records of Palm Beach County, Florida (the “Limited Access and Conservation Easement”).

WHEREAS, the Limited Access and Conservation Easement created a conservation tract on the Property, a portion of which is 300-foot-wide along the Property’s northern and eastern boundaries and a portion of which is 100-foot-wide along the Property’s northern and western boundaries, which contains approximately 23.169 acres of contiguous land, as shown on the Master Plan in the PUD Ordinance and on the Site Plan in the Site Plan Resolution, and as more particularly described in Exhibit “C” attached hereto and incorporated herein (collectively, the “Conservation Tract”);

WHEREAS, PBC assigned, transferred, and set over to the Town all of PBC’s right, title and interest in and to the Restrictive Covenant pursuant to that certain Assignment of Declaration of Restrictive Covenants, which was recorded on July 2, 2021, in Official Records Book 32649, Page 0545, of the Public Records of Palm Beach County, Florida.

WHEREAS, Owner and the Town have agreed that Section 2 of the Restrictive Covenant has been satisfied by the Limited Access and Conservation Easement and the Restriction is no longer necessary because the intent behind the Restrictive Covenant has been satisfied by virtue of the Conservation Tract; and

WHEREAS, Owner and the Town hereby agree to terminate, release, and forever discharge the Restrictive Covenant.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Town, intending to be legally bound, do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Effective as of the date hereof, the Restrictive Covenant is terminated, released, and discharged in its entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title to the Restricted Parcel. The parties hereby direct the Clerk of Official Records, Palm Beach County, Florida, to cancel same of record.

[Signatures Appear on the Following Pages]

[Signature Page to Termination and Release of Restrictive Covenant]

IN WITNESS WHEREOF, Owner and the Town have executed this Termination as of the date first written above.

Witnesses

OWNER:

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, a Florida limited liability company

Print Name: _____

By: Solar Sportsystems, Inc., a New York corporation, its sole member

Print Name: _____

By: _____
Name: Daniel J. Zimmer
Title: Treasurer

SOLAR SPORTSYSTEMS, INC., a New York corporation

Print Name: _____

By: _____
Name: Daniel J. Zimmer
Title: Treasurer

Print Name: _____

STATE OF NEW YORK
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this ____ day of _____, 2023, by Daniel J. Zimmer, as Treasurer of Solar Sportsystems, Inc., a New York corporation, on behalf of the corporation and as the sole member of Loxahatchee Equestrian Partners, LLC, a Florida limited liability company,, on behalf of the company.

(Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Personally Known: ____

OR Produced Identification: ____

Type of Identification Produced: _____

ATTEST:

Lakisha Burch, Town Clerk

Approved as to Form and Legal
Sufficiency:

Office of the Town Attorney

TOWN:

TOWN OF LOXAHATCHEE GROVES,
a political subdivision of the State of Florida

By: _____
Laura Danowski, Chair

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

Legal Description of the Restricted Parcel

EXHIBIT "C"Legal Description of the Conservation Tract

[A PORTION OF TRACTS 4, 5 AND 6 BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID TRACT 6, THENCE N 2° 10' 14" E ALONG THE EAST LINE OF SAID TRACT 6, A DISTANCE OF 617.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 87° 49' 46" E, A DISTANCE OF 273.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°11'43", A DISTANCE OF 26.21 FEET TO A LINE 300 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 1139.17 FEET TO A LINE 300 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 89° 12' 34" W, A DISTANCE OF 1272.95 FEET TO A LINE 100 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 5; THENCE ALONG SAID LINE S 2° 10' 14" W, A DISTANCE OF 745.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°23'00", A DISTANCE OF 156.00 FEET TO THE POINT OF TANGENCY; THENCE N 88°26'46" W ALONG A LINE 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4, A DISTANCE OF 821.41 FEET TO THE EAST LINE OF "B" ROAD; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 100.01 FEET TO SAID NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4; THENCE ALONG SAID NORTH LINE S 88°26'46" E TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE N 2° 10' 14" E ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 1042.78 FEET TO THE NORTH LINE OF SAID TRACT 5; THENCE S 89°12'34" E ALONG SAID NORTH LINE OF TRACTS 5 AND 6, A DISTANCE OF 1673.07 FEET TO THE EAST LINE OF TRACT 6; THENCE S 2° 10' 14" W ALONG SAID EAST LINE, A DISTANCE OF 1447.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 1,009,244 SF, 23.169 ACRES, MORE OR LESS.]

See OR 553/784 Easement lot 43 BL A ONLY

29

REPLAT OF LOXAHATCHEE DISTRICT SUBDIVISION. LOXAHATCHEE GROVES

PALM BEACH COUNTY, FLORIDA.

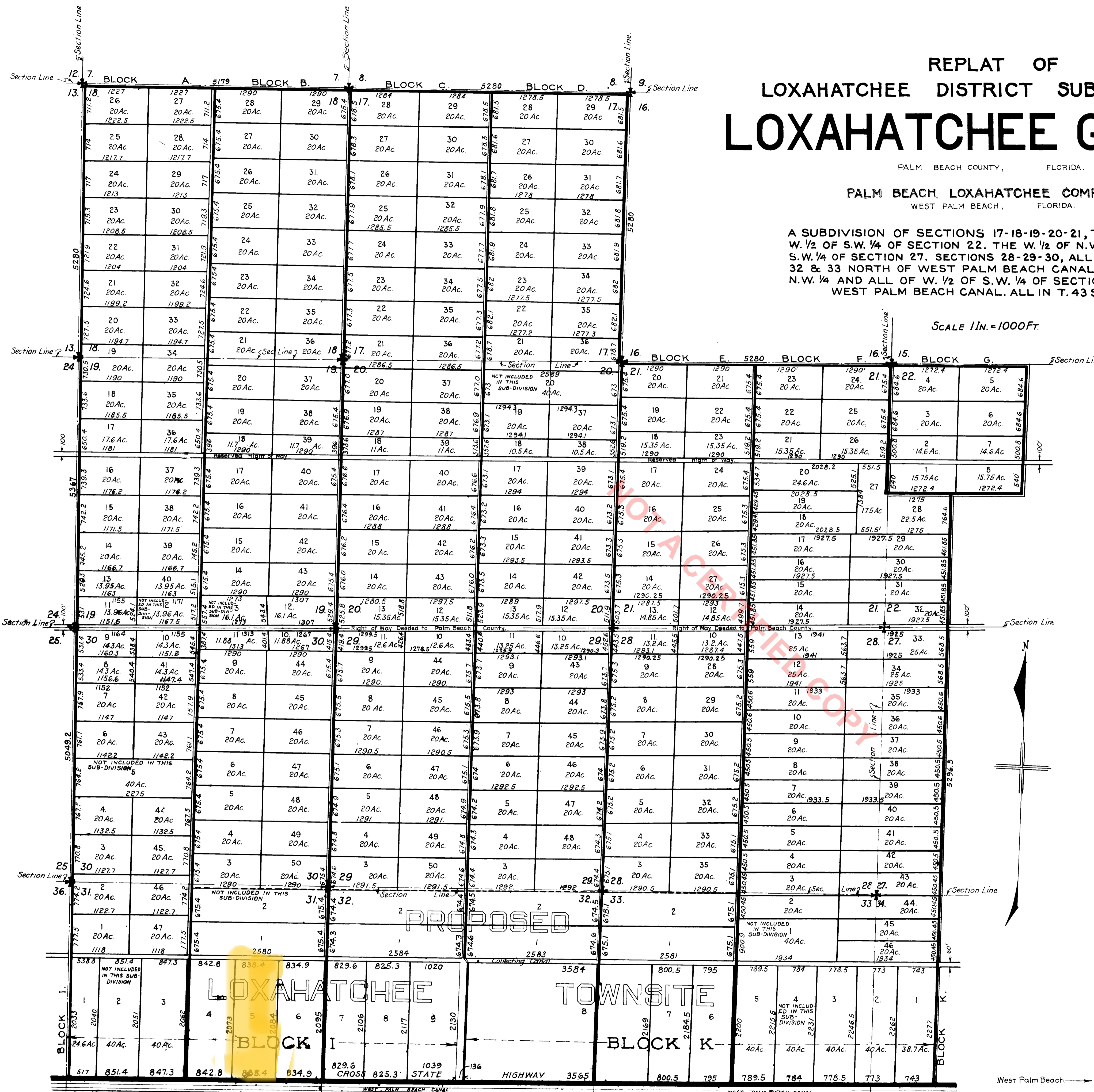
PALM BEACH LOXAHATCHEE COMPANY
WEST PALM BEACH, FLORIDA.

STATE OF FLORIDA
The instrument was filed for record at
5:25 p.m. on the 5th day of June
1925 and was recorded in the office of
the Clerk of the Circuit Court, Palm Beach
County, Florida, in Book 29, Page 4 of Block
157. J. G. Thorgeson, Clerk of the Court
D.C.

A SUBDIVISION OF SECTIONS 17-18-19-20-21, THE N.W. 1/4 AND W. 1/2 OF S.W. 1/4 OF SECTION 22. THE W. 1/2 OF N.W. 1/4 AND W. 1/2 OF S.W. 1/4 OF SECTION 27. SECTIONS 28-29-30, ALL OF SECTIONS 31-32 & 33 NORTH OF WEST PALM BEACH CANAL, THE W. 1/2 OF N.W. 1/4 AND ALL OF W. 1/2 OF S.W. 1/4 OF SECTION 34 NORTH OF WEST PALM BEACH CANAL. ALL IN T. 43 S - R. 41 E.

SCALE 1 IN. = 1000 FT.

DEDICATION -



State of Florida } ss
County of Palm Beach }
KNOW ALL MEN BY THESE PRESENTS, that the Palm Beach Loxahatchee Company Inc., a corporation organized and existing under the Laws of the State of Florida, the owners in fee simple of the tract of land shown hereon as Loxahatchee Groves, have caused the same to be surveyed and platted and do hereby dedicate to the perpetual use of the public as public highways all the roads shown hereon. Reserving however unto itself, its heirs, successors, assigns or legal representatives the reversion or reversions of the same whenever abandoned by the public or discontinued by Law. In witness whereof, it has caused these presents to be signed by its President, and attested by its Secretary this 4th day of June A.D. 1925
Palm Beach Loxahatchee Co. Inc.

Attest: *[Signature]* Secretary
[Signature] President

ACKNOWLEDGEMENT -

State of Florida } ss
County of Palm Beach }
I, the undersigned, an officer duly authorized to administer oaths and take acknowledgements, do hereby certify that on this day personally appeared before me George F. Bense and B. D. Cole, President and Secretary respectively, of the Palm Beach Loxahatchee Company Inc., a Florida corporation, to me well known to be the person described and who executed the foregoing instrument and acknowledged to and before me that they executed the same for the uses and purposes therein expressed. My commission expires Dec 2, 1928
Witness, my hand and seal, this 4th day of June A.D. 1925
[Signature]
Notary Public

AFFIDAVIT -

State of Florida } ss
County of Palm Beach }
I hereby certify that I have surveyed and caused to be platted the lands shown on the attached plat of the Sub-Division indicated and that said plat is a correct representation thereof to the best of my knowledge and belief.
[Signature]
Fla. Eng. Cert. No. 246

Subscribed and sworn to before me this 4th day of June A.D. 1925
witness my hand and official seal at West Palm Beach, Florida.
My commission expires Dec 2, 1928
[Signature]
Notary Public

LEGEND.

— Roads
— Canals and Drainage Ditches
Note: Combined width of Right-of-Way for ditch and road is 60ft. unless otherwise noted.

Field Work by: T. G. THORGESEN, C.E.
Fla. Eng. Cert. No. 246
Drawing by: CARR & McFADDEN, INC.
CIVIL ENGINEERS.
Fla. Eng. Cert. Nos. 173 & 250
WEST PALM BEACH - FLORIDA.

DRAWING NO 2146.

CFN 20050727368
OR BK 19585 PG 0697
RECORDED 11/28/2005 15:54:25
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0697 - 700; (4pgs)

Item 3.

RETURN TO:

 **LEWIS, LONGMAN & WALKER, P.A.**
ATTORNEYS AT LAW
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33401

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 23 day of November, 2005, by Sundar Heeraman, with an address of P.O. Box 1408 Loxahatchee, FL 33407-1408 ("Owner") and Palm Beach County, a political subdivision of the State of Florida, through its Department of Environmental Resources Management, whose address is 3323 Belvedere Road, Building 502, West Palm Beach, FL 33406 ("County").

RECITALS

WHEREAS, Owner is the sole fee simple owner of that certain real property situated in the County of Palm Beach, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Owner and the Palm Beach County Department of Environmental Resources Management (ERM) have entered into that certain Settlement Agreement dated November 22, 2005 relating to the above-referenced property.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Owner hereby imposes the following use restrictions:

The sole use of the parcel more particularly described in Exhibit "A" shall be limited to bona fide agricultural purposes as determined by the Property Appraiser pursuant to § 193.461, Florida Statutes, unless and until Owner agrees to make the cash payment for the value of 3.1 acre(s) to the Palm Beach County Natural Areas Stewardship Endowment Fund, or to set aside 3.1 acres of contiguous area as approved by ERM containing quality native vegetation prior to the conversion of the parcel to a nonagricultural land use required by the Vegetation Preservation and Protection Ordinance described in Unified Land Development Code Article 14.C.11.C.2.b.1 as written and in effect on the date this document is executed by the parties.

3. It is the intention of Owner that the restriction contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the Owner, and to Palm Beach County, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property

or any part thereof. These restrictions may be enforced in a court of competent jurisdiction by County or its designated agency.

- 4. The Declaration of Restrictive Covenant must be recorded in the public records of Palm Beach County by Owner.
- 5. Owner shall provide a copy of the recorded Declaration of Restricted Covenants to ERM.
- 6. This agreement is binding until a release of covenant is executed by the Palm Beach County Board of County Commissioners (BCC) and is recorded in the public records of Palm Beach County, Florida, which release shall be granted by the BCC. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both Owner and ERM or their respective successors and assigns and be recorded by the owner as an amendment hereto.
- 7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.

Witnesses:

Christine Royce

Christine Royce
(printed name of witness)

Marilyn Ayala

Marilyn Ayala
(printed name of witness)

S. Heeraman
SUNDAR HEERAMAN

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, duly authorized to take oaths, appeared
SUNDAR HEERAMAN , who is personally known to me or who has produced FL
DRIVERS LICENSE as identification and has signed the foregoing instrument.

SWORN TO AND SUBSCRIBED BEFORE ME this 23 day of NOVEMBER
2005.



Bernice Torres
My Commission DD337811
Expires September 01 2008

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My commission expires: 9/1/2008

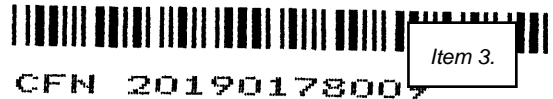
NOT A CERTIFIED COPY

EXHIBIT "A"

LOT 5, BLOCK "I", LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29; SAID LANDS LYING, SITUATE, AND BEING IN PALM BEACH COUNTY, FLORIDA

LESS AND EXCEPT THAT PROTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN OFFICIAL RECORD BOOK 5463, PAGE 1126, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOT A CERTIFIED COPY



CFN 20190178007
 OR BK 30616 PG 1289
 RECORDED 05/16/2019 14:01:17
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1289 - 1309; (21pgs)

Prepared by and return original copy to:
 Akerman, LLP
 98 SE 7 Street, Suite 1100
 Miami, FL 33131
 Attention: Matthew Barnes

space above this line for recording information

RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT

This **RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT** ("Instrument") is granted this 15th day of MAY, 2019, by **LOXAHATCHEE EQUESTRIAN PARTNERS, LLC**, a Florida limited liability company, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 and **SOLAR SPORTSYSTEMS, INC.**, a New York corporation, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 (collectively, the "Grantor"), to the **TOWN OF LOXAHATCHEE GROVES**, a political subdivision of the State of Florida, with a mailing address of 155 F Road, Loxahatchee Groves, Florida 33470 (the "Grantee" or "Town"). The terms "Grantor" and "Grantee" include their respective permitted successors and assigns.

WITNESSETH

WHEREAS, Grantor owns that certain real property situated in Palm Beach County, Florida, being 90 acres more or less, generally located at the northeast corner of Southern Boulevard and "B" Road and more specifically described in attached **Exhibit "A"** (the "Property"); and

WHEREAS, Grantor intends to construct a mixed-use commercial center at the Property, to be known as "Groves Town Center" (the "Project"), as approved by the Grantee via Ordinance 2018-08 (the "PUD Ordinance") and Resolution 2018-84 (the "Site Plan Resolution"); and

WHEREAS, the Project will include a conservation tract, a portion of which is 300-foot-wide along the Property's northern and eastern boundaries and a portion of which is 100-foot-wide along the Property's northern and western boundaries, as shown on the Master Plan in the PUD Ordinance and on the Site Plan in the Site Plan Resolution, and as more particularly described in attached **Exhibit "B"** (collectively, the "Conservation Tract"); and

WHEREAS, pursuant to Condition B.3 of the PUD Ordinance and Condition A.3 of the Site Plan Resolution, Grantee required that Grantor record this Instrument for purposes of limiting the use of the Conservation Tract to conservation and equestrian trail uses, and granting to the general public a limited right of access to the equestrian trail uses in the Conservation Tract.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and restrictions stated herein, Grantor hereby declares that the Conservation Tract shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth and Grantor hereby grants, conveys, creates, and establishes a limited access and conservation easement to, for, and in favor of Grantee upon the Conservation Tract of the nature and character and to the extent hereinafter set forth, which said restrictive covenant and easement shall run with the land and be binding on Grantor, its heirs, successors and assigns and shall remain in full force and effect forever.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Instrument by reference.

2. Purpose. The purpose of this Instrument is to restrict the use of the Conservation Tract to the conservation and equestrian trail uses specified below, and to allow the general public to access the equestrian trail uses upon the terms and conditions of this Instrument.

3. Permitted Uses. Grantor may use the Conservation Tract for any one or more of the following uses:

- a. Conservation uses, including, without limitation:
 - (i) Landscaping that is generally consistent with the Landscaping Plan contained in Exhibit "C";
 - (ii) Drainage facilities if approved by the Town of Loxahatchee Groves and permissible by the South Florida Water Management District ("SFWMD"), by the Loxahatchee Groves Water Control District ("LGWCD"), and by the Palm Beach County Department of Environmental Resources Management ("ERM");
 - (iii) Wetland restoration and maintenance; and
 - (iv) Any use permitted in the Conservation Zoning District, as specified in Section 40-015 of the Town's Code of Ordinances.
- b. Equestrian trail uses that are consistent with the Conceptual Master Plan dated July 5, 2018 in the PUD Ordinance and the Equestrian Trail Site Plan dated May 18, 2018 in the Site Plan Resolution, as may be amended.
- c. Utility lines, conduits, facilities, and related fixtures and structures, so long as the same are pass-through/perpendicular and do not unreasonably interfere with conservation and equestrian trail uses. Any utility easements for the Conservation Tract must be approved in advance in writing by the Town Council.
- d. Stormwater management pursuant to approval by Grantee through the Town Council.

- e. Any other use that is not inconsistent with conservation and equestrian trail uses with approval by Grantee through the Town Council.

4. Prohibited Uses. Any use that is not specifically listed or included in Section 3, above, or as outlined below that is inconsistent with conservation and equestrian trail uses as determined by Grantee through the Town Council, is prohibited by this Instrument within the Conservation Tract.

- a. In addition, the conservation tract may in no way be altered from its natural state, unless for a permitted use listed in Section 3 above or otherwise approved by the Town. Such alterations may be considered, among others, for purposes such as improvements for storm water management, conservation and / or storage OR for improvements that would enhance the equestrian experience such as hitching posts, rest and watering stations.
- b. No parking or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash, removal or destruction of trees, shrubs or other vegetation with the exception of exotic / nuisance vegetation removal as further outlined in item 7 below and as contained within the Conservation Tract Management Plan enclosed herein as Exhibit "D".
- c. Any activity detrimental to drainage, flood control, water conservation, erosion control or wildlife habitat conservation and preservation.

5. Limited Right of Access to the Conservation Tract. Grantor hereby conveys to Grantee a limited right of public access to the Conservation Tract, at the locations where the equestrian trail intersects with B Road, C Road, and Collecting Canal as shown on the Equestrian Trail Site Plan dated May 18, 2018 in the Site Plan Resolution, as it may be amended, strictly for those uses permitted by Section 3.b of this Instrument. The right of access by the general public is subject at all times and in all circumstances to the terms and conditions of this Instrument, and does not extended to lands within the Conservation Tract outside of the equestrian trail and facilities. Grantor reserves the right to designate the public access points consistent with the PUD Ordinance and the Site Plan Resolution, as the same may be amended. Grantor reserves the right to remove any persons found to be using lands outside of the equestrian trail and facilities within the Conservation Tract as trespassers.

6. Land Development Computations. The Conservation Tract, though restricted as provided in this Instrument, may be counted when computing the Property's lot area, lot width, setbacks, open space, landscaped area, and other applicable land development computations provided that any revisions to allocated land uses and development intensities remain consistent with Special Policy 1.15.2 of the Future Land Use Element of the Town's Comprehensive Plan.

7. Operation and Upkeep; Exotic Plant Removal. Grantor is solely responsible for the maintenance of the Conservation Tract and all facilities located therein. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the

Conservation Tract. The Conservation Tract shall be maintained in accordance with the guidelines and practices contained within the Conservation Tract Management Plan enclosed herein as **Exhibit “D”**. In addition, Grantor shall maintain the Conservation Tract free and clear of all prohibited and invasive non-native plant species (“Exotics”), as defined in the Town’s Code of Ordinances. Grantor shall remove all Exotics from the Conservation Tract and thereafter maintain the Conservation Tract free of Exotics pursuant to an Exotic Vegetation Management Removal Plan approved by the Town and/or ERM. If, through the rights and process outlined in Section 9 below, the Town deems it to be in the public interest to perform such maintenance for proper public purposes, the Town may require the party responsible for the maintenance of the land encumbered by the equestrian trails to pay all or part of the maintenance cost.

8. **Security.** Grantor may, from time to time, with the written consent of the Town Manager (which may be given by email), adopt and modify reasonable rules and regulations governing the Conservation Tract to ensure that the public’s use of the same is peaceable and does not unreasonably disturb the Property or neighboring landowners. Grantor may, in its sole discretion, suspend or revoke the right of any member of the public to use and enjoy the Conservation Tract if needed to prevent or redress any violation of this Instrument or of the rules and regulations governing the Conservation Tract.

9. **Rights of Grantee.** To accomplish the purpose of this Instrument, the following rights are conveyed to Grantee by this Instrument:

- a. To enter upon the Conservation Tract at reasonable times, at Grantee’s sole risk, in order to monitor Grantor’s compliance with, and otherwise enforce the terms of this Instrument, provided that such entry (i) shall be upon prior written notice to Grantor, delivered no later than three (3) business days prior to entry, and (ii) shall not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor; and
- b. Notwithstanding subsection (a)(i) above, Grantee may enter upon the Conservation Tract without prior written notice to Grantor if the health, safety, or welfare of any person or property is in immediate harm or jeopardy (each such event, an “Emergency”), but only to such extent and in such scope and duration as is absolutely necessary to resolve such Emergency; and
- c. To enjoy any activity on or use of the Conservation Tract that is inconsistent with this Instrument and to enforce the restoration of such areas or features of the Conservation Tract that may be damaged by any inconsistent activity or use.

The rights granted by this section are enforceable exclusively by Grantee in its municipal capacity. Nothing, whether express or implied, confers upon the general public or any third party any enforcement rights against Grantor, the Conservation Tract, or the Property. Further, notwithstanding anything to the contrary, Grantor will not be in breach of this Instrument, and no enforcement may be sought against Grantor through any means, unless (i) Grantor first receives a written notice from Grantee, detailing with specificity the ways in which Grantor is in breach

of this Instrument, and (ii) Grantor fails to remedy such breach within thirty (30) days from the date of such written notice, or, if the breach is susceptible to cure but cannot reasonably be cured within thirty (30) days, then within such greater period as Grantor may reasonably need to cure the breach.

10. No Recourse. Grantee acknowledges and agrees that, notwithstanding anything to the contrary, in the event of any violation or threatened violation of any of the terms of this Instrument, Grantee's sole remedy and recourse for any such violation or threatened violation of this Instrument shall be against the Conservation Tract, and Grantee shall have no recourse or remedy against any other portion of the Property or any other land owned by Grantor.

11. Limitation of Liability. It is an understanding of the parties that Grantor makes the equestrian trails within the Conservation Tract available to the public free of charge for outdoor recreational purposes, and therefore, as provided in Section 375.251, Florida Statutes, and notwithstanding anything to the contrary, so long as the Grantor complies with the terms and conditions of Section 375.251, Florida Statutes, pursuant to such statute Grantor (i) owes no duty of care to keep the Conservation Tract safe for entry or use by others, or to give warning to persons entering or going on the Conservation Tract of any hazardous conditions, structures, or activities on the Conservation Tract; (ii) is not presumed to extend any assurance that the Conservation Tract is safe for any purpose; (iii) does not incur any duty of care toward a person who goes on the Conservation Tract; and (iv) is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the Conservation Tract. Nothing herein is intended to provide any contractual limitations of liability, or to affect the statutory limits of Section 375.251, Florida Statutes.

12. Indemnification. Grantee, for itself and its successors and assigns, hereby agrees to save, defend, indemnify, and hold harmless Grantor, its directors, members, managers, representatives, agents, employees, successors, and assigns (collectively, the "Indemnified Parties") from and against all losses, liabilities, damages, demands, claims, causes of action, judgments, injuries, costs, expenses, and attorneys' fees and disbursements (through all levels of proceedings) of every kind and nature (collectively, "Losses") resulting from, arising out of, or incurred in connection with (i) Grantee's use of the Conservation Tract and/or, (ii) the public's use of the Conservation Tract in accordance with Section 5 of this Instrument, except for Losses to the extent attributable to the negligence or willful acts of the Indemnified Parties.

13. Warranties. Grantor hereby warrants and represents that Grantor is lawfully seized of the Conservation Tract in fee simple and has good right and title to enter into this Instrument with the Grantee, and that the Conservation Tract is free and clear of any mortgage, lien, or other encumbrance that may impair the enforceability of the Instrument. Neither the Grantor nor its assigns or successors in interest shall encumber the Conservation Tract in the future with any mortgage, lien, or other encumbrances.

14. Construction. The parties expressly acknowledge and agree that this Instrument is the result of mutual arms-length negotiations, and that this Instrument shall not be construed more strongly against either party regardless of who was responsible for preparing, drafting or transcribing the Instrument.

15. Severability. The invalidation of any of the terms or conditions of this Instrument by judgment or court order will in no way affect the other provisions hereof, all of which will remain in full force and effect to the maximum extent possible, consistent with such invalidation.

16. Notices. All notices or other communications hereunder shall be in writing and shall be delivered at the following addresses or to such other addresses as either party may from time to time specify in writing to the other:

If to Grantor: Loxahatchee Equestrian Partners, LLC
250 Delaware Avenue
Buffalo, NY 14202
Attention: Daniel J. Zimmer

— and —

Solar Sportsystems, Inc.
250 Delaware Avenue
Buffalo, NY 14202
Attention: Daniel J. Zimmer

With a copy to: Akerman LLP
777 South Flagler Drive
Suite 1100 West Tower
West Palm Beach, FL 33401
Attention: Robert Barkin

If to Grantee: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Attention: Town Manager

With a copy to: Town Attorney
Goren Cherof Doody and Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
ATTN: Michael D Cirullo, Jr.

Any notice or other communication (i) sent by certified United States mail, postage prepaid, return receipt requested shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt or refusal, as the case may be, and (iii) sent by electronic mail shall be deemed effectively given or received on the day of transmission of such notice if sent before 6:00 P.M. Eastern Standard Time. Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel.

17. Assignment. Grantor may, in its sole discretion, assign its rights and obligations under this Instrument at any time, in whole or in part, to any subsequent owner(s) of the Project. Grantee may, in its sole discretion, assign its rights and obligations under this Instrument only to a successor local government. All other assignments are prohibited (and, if attempted, void) absent the other party's prior written consent, which consent such other party may condition or withhold in its sole discretion. A party completing a permitted assignment shall promptly provide the other party with a written instrument evidencing the completion of such assignment. Upon any assignment completed in accordance with this section, the rights and obligations of the party completing such assignment will be binding only on such party's assignee, and the other party will look only to such assignee for performance under this Instrument.

18. Amendment. This Instrument may be amended, altered, released, or revoked only by written agreement between the parties, or their successors or assigns, which shall be filed in the public records of Palm Beach County, Florida, and which shall only be authorized if approved by the Town Council as evidenced by a duly adopted Resolution.

19. Force Majeure. Time periods in this Instrument, whether express or implied, will be tolled automatically to account for Force Majeure Events, and the party against whom enforcement of a time period is sought will not be considered to have missed a deadline or to be in breach of this Instrument for so long as such party is unable to complete any work or take any action required by this Instrument due to such an event. As used in this Instrument, "Force Majeure Events" include, without limitation, floods, storms, hurricanes, and other acts of God (including reasonable preparation therefor); war, terrorism, riots, civil commotion, fire, and other casualty; strikes, lockouts, labor disputes, and any inability to procure, or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; acts of the other party; the declaration of a state of emergency by the President of the United States, the Governor of Florida, or any other competent authority; delays in obtaining permits and approvals from regulatory authorities; and all other causes and circumstances similar to the foregoing.

20. Further Assurances; Estoppel. Each party agrees to execute such further documents as may be reasonably requested by the other party to carry out the intent and purpose of this Instrument. Without limiting the generality of the foregoing, Grantee will, no later than ten (10) business days after Grantor's written request therefor, and so long as Grantor is in full compliance with this Instrument and the Instrument remains in full force and effect, execute, acknowledge, and deliver to Grantor an estoppel certificate in recordable form, certifying as to any matter related to this Instrument that Grantor may reasonably request of Grantee, including, without limitation, that this Instrument is in full force and effect and unmodified (or in what respects this Instrument is no longer in force or effect or has been modified), and that Grantor is in full compliance with this Instrument (or in what respects there is noncompliance). If Grantee fails to deliver such an estoppel certificate to Grantor on or by the tenth (10th) business day after the date of Grantor's written request, Grantee will be deemed to have certified that all matters set out in Grantor's request are true and correct, and Grantor will be deemed to be in full compliance with this Instrument. Estoppel certificates, whether issued in fact or deemed issued, will be binding on Grantee and its successors and assigns, may be recorded in any public record, and may be relied upon by Grantor, its successors, assigns, mortgagees, lenders, and all others claiming by or through Grantor.

21. Recordation and Effective Date. This Instrument shall not become effective until recorded in the Public Records of Palm Beach County, Florida. Grantor shall record this Instrument and provide a certified recorded copy to the Town for public records retention.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed by this Instrument shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Tract.

[Signatures follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument on this 7th day of May, 2019.

Witnesses

Beth A. Salansky
Print Name: Beth A. Salansky

Peggy Cordero
Print Name: Peggy Cordero

Witnesses

Beth A. Salansky
Print Name: Beth A. Salansky

Peggy Cordero
Print Name: Peggy Cordero

GRANTOR:

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, a Florida limited liability company

By: [Signature]
Name: Christopher J. Feeney
Title: Manager

SOLAR SPORTSYSTEMS, INC., a New York corporation

By: [Signature]
Name: Christopher J. Feeney
Title: Chief Executive

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me the undersigned authority on this 7th day of May, 2019 by Christopher J. Feeney as Manager of Loxahatchee Equestrian Partners, LLC and as Chief Executive Officer of Solar Sportsystems, Inc., on behalf of said entities. He is personally known to me or has produced

NOTARY SEAL:

Erin M. Young
Notary Public

My Commission Expires: 11/20/2022

ERIN M YOUNG
Print Notary Name

ERIN M. YOUNG
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/20/2022

[Signatures and notary acknowledgments continue on next page]

GRANTEE:

TOWN OF LOXAHATCHEE GROVES,
a political subdivision of the State of Florida

Witnesses

[Signature]
Print Name: Cheryl Miller

[Signature]
Print Name: William Anderson

By: [Signature]
Name: Robert Shorr
Title: Mayor

Attest: [Signature]
Name: Lakisha Burch
Title: Town Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT SHORR and LAKISHA BURCH, the MAYOR and TOWN CLERK respectively, of the TOWN OF LOXAHATCHEE GROVES, a political subdivision existing under the laws of the State of Florida, both of whom acknowledged executing the foregoing instrument and both of whom are known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15TH day of MAY 2019.

NOTARY SEAL:

[Signature]
Notary Public
BEVERLY KUIPERS
Print Notary Name

My Commission Expires: 08/03/2022

Approved as to Form and
Legal Sufficiency

[Signature]
Town Attorney
Name: Michael D Cirullo Jr

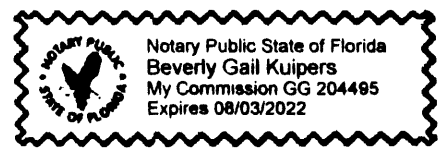


EXHIBIT "A"

Legal Description of the Property

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD STATE ROAD 80 ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA. CONTAINING 3,934,972 SQUARE FEET/89.953 ACRES MORE OR LESS.

EXHIBIT "A"Legal Description of the Property

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY TAKEN FOR SOUTHERN BOULEVARD (STATE ROAD 80), PURSUANT TO THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY CONVEYED TO THE TOWN OF LOXAHATCHEE GROVES BY RIGHT OF WAY DEED RECORDED JULY 11, 2016 IN OFFICIAL RECORDS BOOK 28425, PAGE 1808 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING THE PLAT THEROF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I", RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120.3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88° 26' 32" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39° 58' 31" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46° 54' 52", AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02° 09' 47" WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

EXHIBIT "B"**Legal Description of the Conservation Tract**

A PORTION OF TRACTS 4, 5 AND 6 BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID TRACT 6, THENCE N 2° 10' 14" E ALONG THE EAST LINE OF SAID TRACT 6, A DISTANCE OF 617.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 87° 49' 46" E, A DISTANCE OF 273.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°11'43", A DISTANCE OF 26.21 FEET TO A LINE 300 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 1139.17 FEET TO A LINE 300 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 89° 12' 34" W, A DISTANCE OF 1272.95 FEET TO A LINE 100 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 5; THENCE ALONG SAID LINE S 2° 10' 14" W, A DISTANCE OF 745.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°23'00", A DISTANCE OF 156.00 FEET TO THE POINT OF TANGENCY; THENCE N 88°26'46" W ALONG A LINE 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4, A DISTANCE OF 821.41 FEET TO THE EAST LINE OF "B" ROAD; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 100.01 FEET TO SAID NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4; THENCE ALONG SAID NORTH LINE S 88°26'46" E TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE N 2° 10' 14" E ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 1042.78 FEET TO THE NORTH LINE OF SAID TRACT 5; THENCE S 89°12'34" E ALONG SAID NORTH LINE OF TRACTS 5 AND 6, A DISTANCE OF 1673.07 FEET TO THE EAST LINE OF TRACT 6; THENCE S 2° 10' 14" W ALONG SAID EAST LINE, A DISTANCE OF 1447.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 1,009,244 SF, 23.169 ACRES, MORE OR LESS.

EXHIBIT "C"

Landscaping Plan

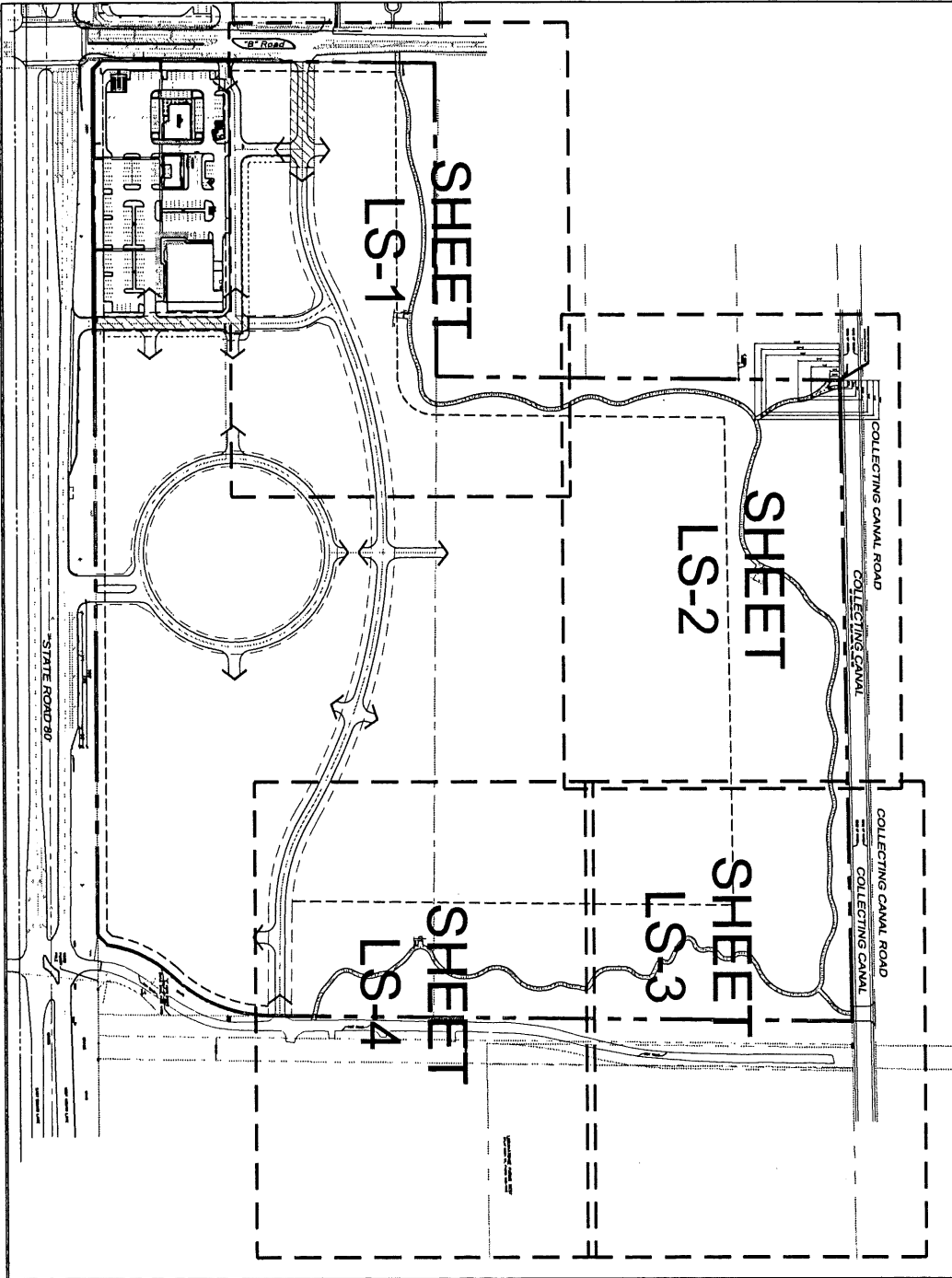
ON FOLLOWING PAGES

PROFESSIONAL SEAL
 F. YOU THE FLOOR...
 FLS ARCHITECTS
 1-800-433-4770
 2000 N. GULF BLVD., SUITE 100
 TAMPA, FL 33601
 FLS THE LAW

NOTE:
 CONTRACTOR IS RESPONSIBLE FOR REPERCUSSION
 LIABILITY OF ANY WORK TO BE PERFORMED
 UNDER THIS CONTRACT AND IS SOLELY
 RESPONSIBLE FOR ANY LIABILITY.

GENERAL NOTES

1. The Contractor shall visit the site prior to bidding. All bids shall include any and all work necessary to complete the project. The Contractor shall notify the Landscape Architect of any additional work not outlined or allowed for in the Construction Documents prior to submission of bid.
 2. Commencement of Work: All Contractors shall notify the Landscape Architect at least 7 (seven) days in advance of the intended Commencement of Work.
 3. Contractor shall review other similar field reports with Landscape Architect at least 2 (two) days prior to installation or on site as needed.
 4. Contractor shall coordinate with other job contractors to smoothly implement the project.
 5. The Landscape Architect may direct the Contractor to stop work and remove any work not installed according to the Construction Documents.
 6. The Landscape Architect shall be notified of any additional work or changes in implementation methods not allowed for in the Construction Documents, prior to implementation of such work.
 7. Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work.
 8. Contractor shall verify location of existing utilities and services and provide protection during construction. Any utilities damaged during the work operation shall be repaired at Contractor's expense.
 9. The Contractor shall submit samples of materials and finishes to the Landscape Architect for approval prior to ordering and installation.
- LAYOUT NOTES**
1. Use true scale drawings.
 2. All lines information and applied from aerial photography and ground truthing shall be used to determine the location of the site. The general contractor to verify all utilities, property lines, easements and anything else pertinent to construction. All said items shall be clearly laid out on the drawings before starting any construction. Any changes to the drawings shall be clearly marked on the drawings for the use of reworking the current project.
 3. All dimensions are given to the front face of walls, walls and structures unless otherwise noted. Any changes to dimensions shown on this drawing shall be approved by the Landscape Architect prior to construction.
 4. All angles are assumed to be 90 degrees or 45 degrees unless otherwise noted. Other angles should be verified with the Landscape Architect.
 5. All curves and arcs shall intersect other curves and lines at points of tangency to form smooth transitions unless clearly shown otherwise.



GROVES TOWN CENTER
 LOXAHATCHEE GROVES
 FLORIDA

LAYOUT AND STAKING MASTER

LS MASTER

SCALE	N.T.S.
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
DATE	03.11.2019
REVISIONS	



STUDIO Sprout

521 29th Street
 Tallahassee, FL 32309
 Tel: (904) 747-3462
 Fax: (904) 747-0281
 LA: 0009927
 LCC: 000713

**IF YOU ARE FLOWING...
CALL US FIRST!**
We are the experts in...
IT'S THE LAW

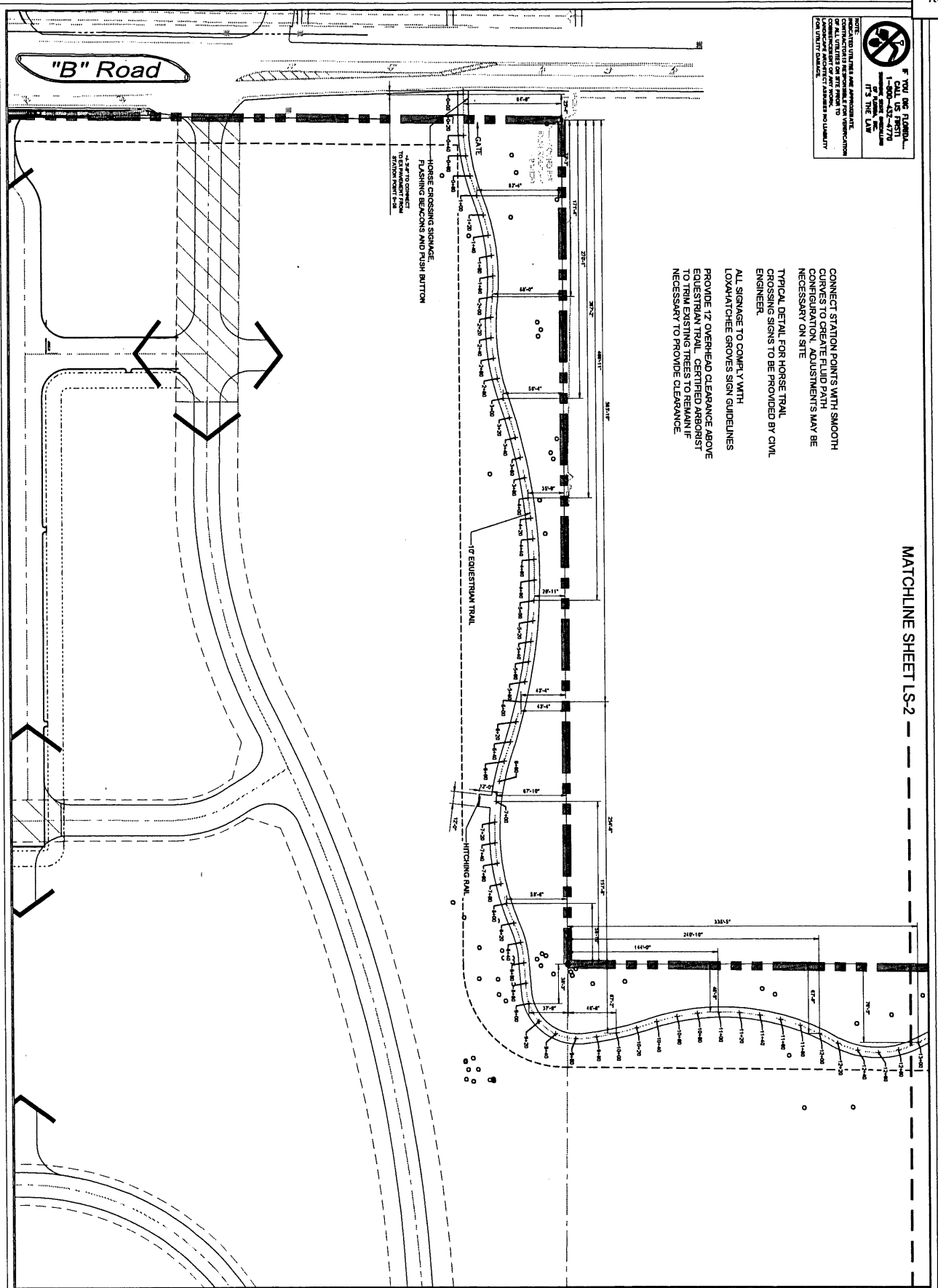
NOTE:
CONSTRUCTION SHALL BE RESPONSIBLE FOR VERIFICATION
OF ALL UTILITIES ON SITE PRIOR TO
CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
PROTECTING ALL UTILITIES AND ADJUSTING THE
POSITION OF ALL UTILITIES TO ACCOMMODATE THE
CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
PROTECTING ALL UTILITIES AND ADJUSTING THE
POSITION OF ALL UTILITIES TO ACCOMMODATE THE
CONSTRUCTION.

CONNECT STATION POINTS WITH SMOOTH
CURVES TO CREATE FLUID PATH
CONFIGURATION. ADJUSTMENTS MAY BE
NECESSARY ON SITE

TYPICAL DETAIL FOR HORSE TRAIL
CROSSING SIGNS TO BE PROVIDED BY CIVIL
ENGINEER.

ALL SIGNAGE TO COMPLY WITH
LOXAHATCHEE GROVES SIGN GUIDELINES

PROVIDE 12' OVERHEAD CLEARANCE ABOVE
EQUESTRIAN TRAIL. CERTIFIED ARBORIST
TO TRIM EXISTING TREES TO REMAIN IF
NECESSARY TO PROVIDE CLEARANCE.



MATCHLINE SHEET LS-2

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

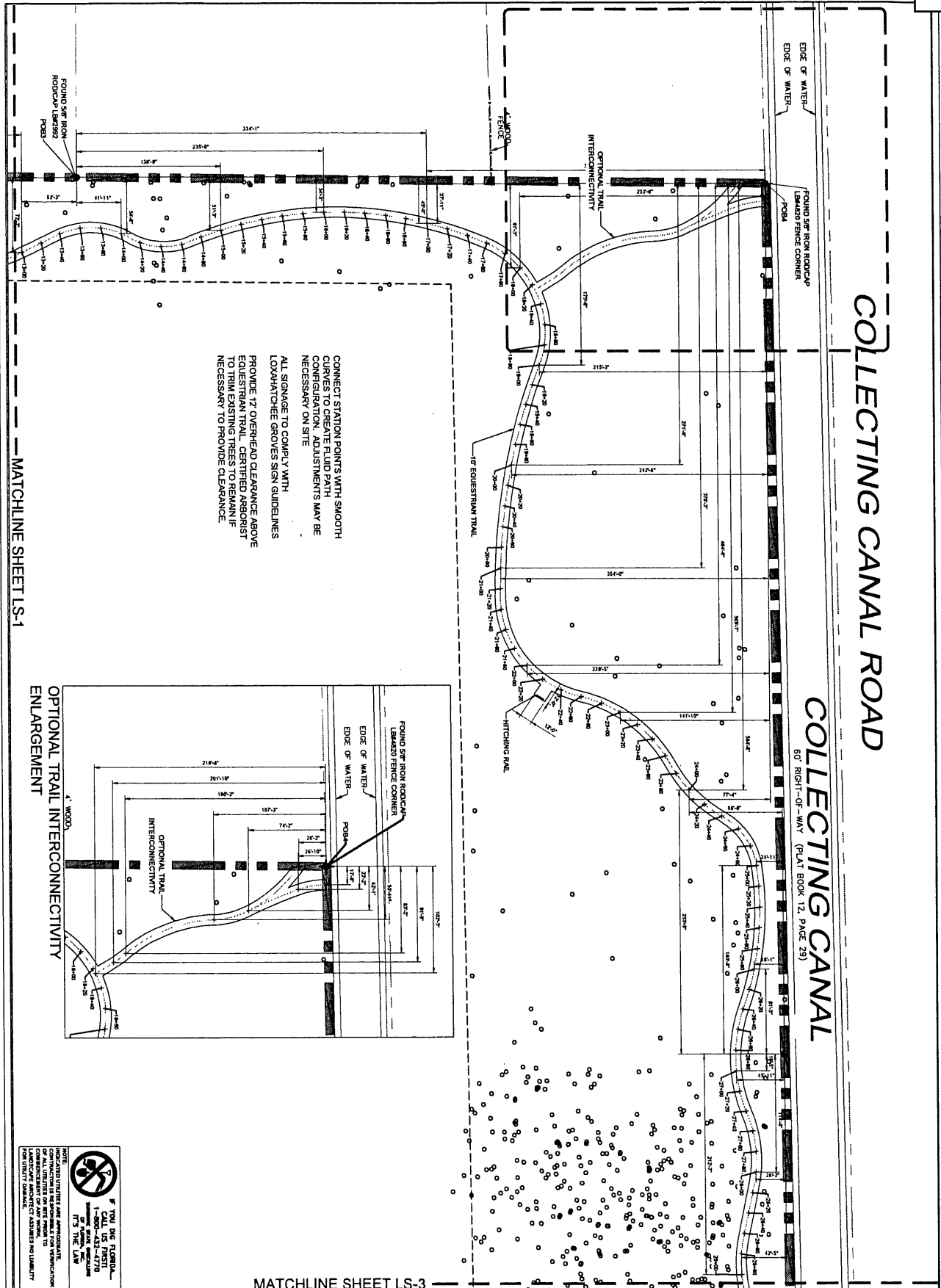
LS-1 OF 4

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
DATE	03.11.2013
REVISIONS	



STUDIO SPROUT

521 25th Street
West Palm Beach
FL 33407 760-2462
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LA 0009507
LIC 0002713

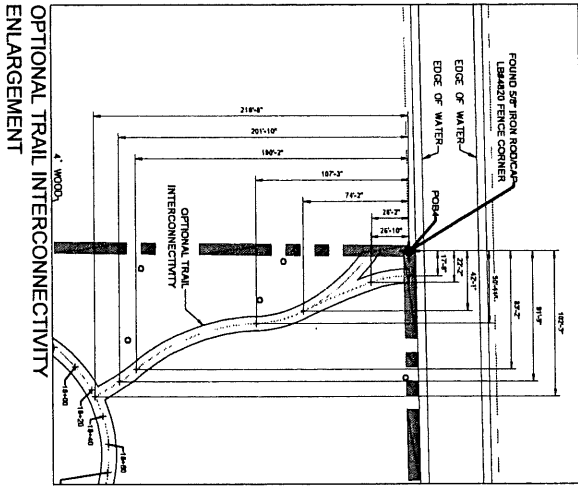


CONNECT STATION POINTS WITH SMOOTH CURVES TO MAINTAIN FLUID PATH. CONFLICTS, ADJUSTMENTS MAY BE NECESSARY ON SITE.

ALL SIGNAGE TO COMPLY WITH LOXAHATCHEE GROVES SIGN GUIDELINES.

PROVIDE 12' OVERHEAD CLEARANCE ABOVE EQUINE TRAIL. CERTIFIED ARBORIST TO TRIM EXISTING TREES NEAR TRAIL NECESSARY TO PROVIDE CLEARANCE.

MATCHLINE SHEET LS-1



OPTIONAL TRAIL INTERCONNECTIVITY ENLARGEMENT

MATCHLINE SHEET LS-3

NOTICE

THIS PLAN IS THE PROPERTY OF THE FIRM AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE FIRM.

FOR CLARITY OF THE PLAN, THE FIRM HAS ASSUMED THAT ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.

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GROVES TOWN CENTER
 LOXAHATCHEE GROVES
 FLORIDA

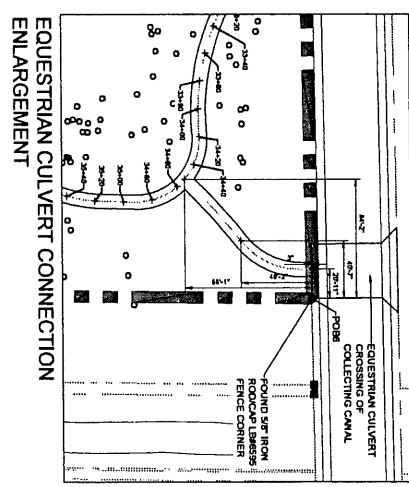
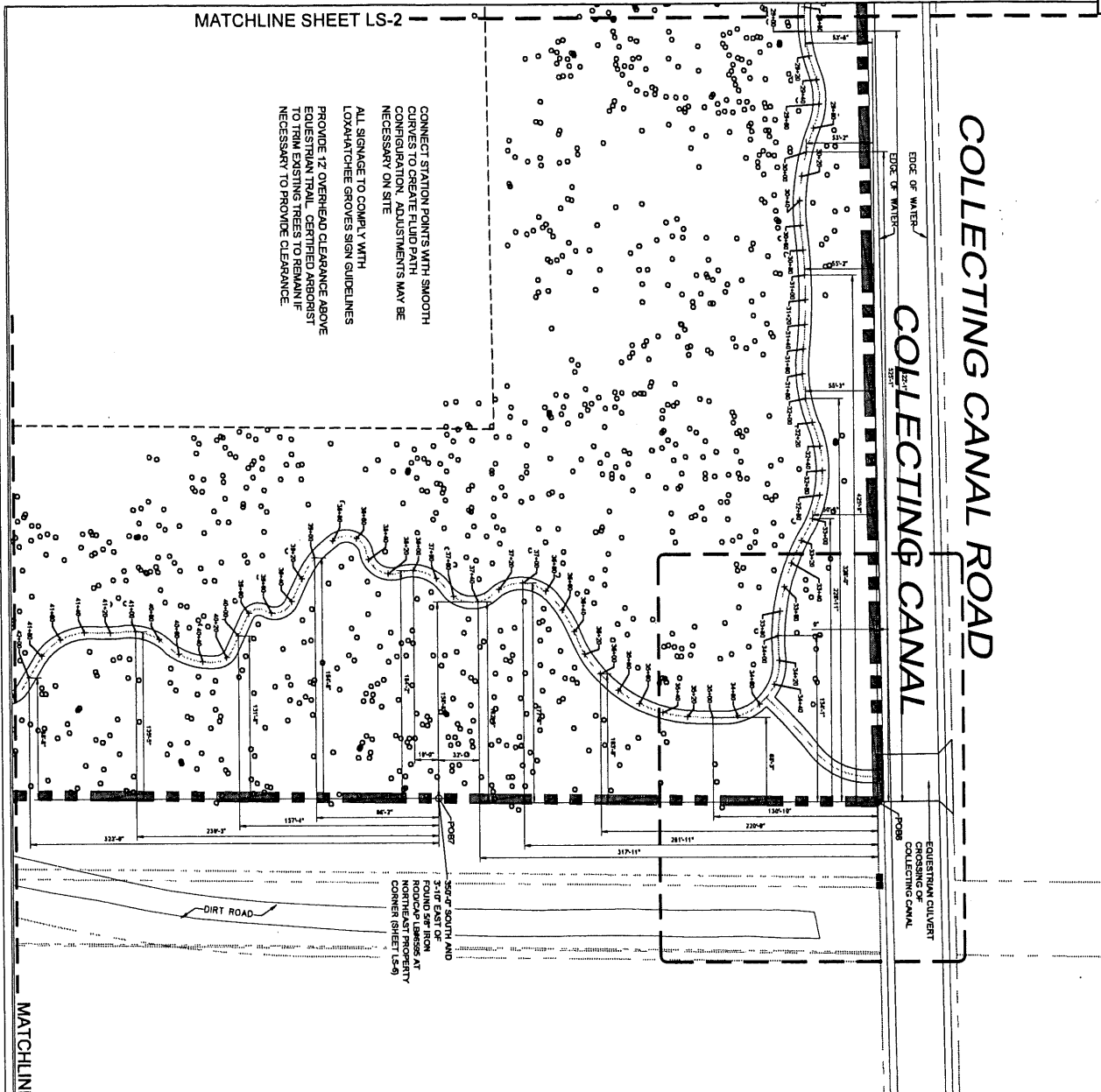
LAYOUT AND STAKING PLAN

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWS	CRF
DATE	03.11.2019
REVISIONS	



STUDIO Sprout

321 25th Street
 West Palm Beach
 FL 33407 767-3482
 Fax: (561) 767-0281
 www.studio-sprout.com
 LA 000267



NOTICE: PROTECTED UTILITIES ARE APPROXIMATE. CALL US FIRST 1-800-452-4779 OR 407-242-4779 TO VERIFY THE LOCATION OF UTILITIES ON SITE PRIOR TO CONSTRUCTION OF ALL UTILITIES OR TO REQUEST AMERICAN SOCIETY OF PROFESSIONAL ENGINEERS LIABILITY FOR UTILITY DAMAGE.

GROVES TOWN CENTER
 LOXAHATCHEE GROVES
 FLORIDA

LAYOUT AND STAKING PLAN

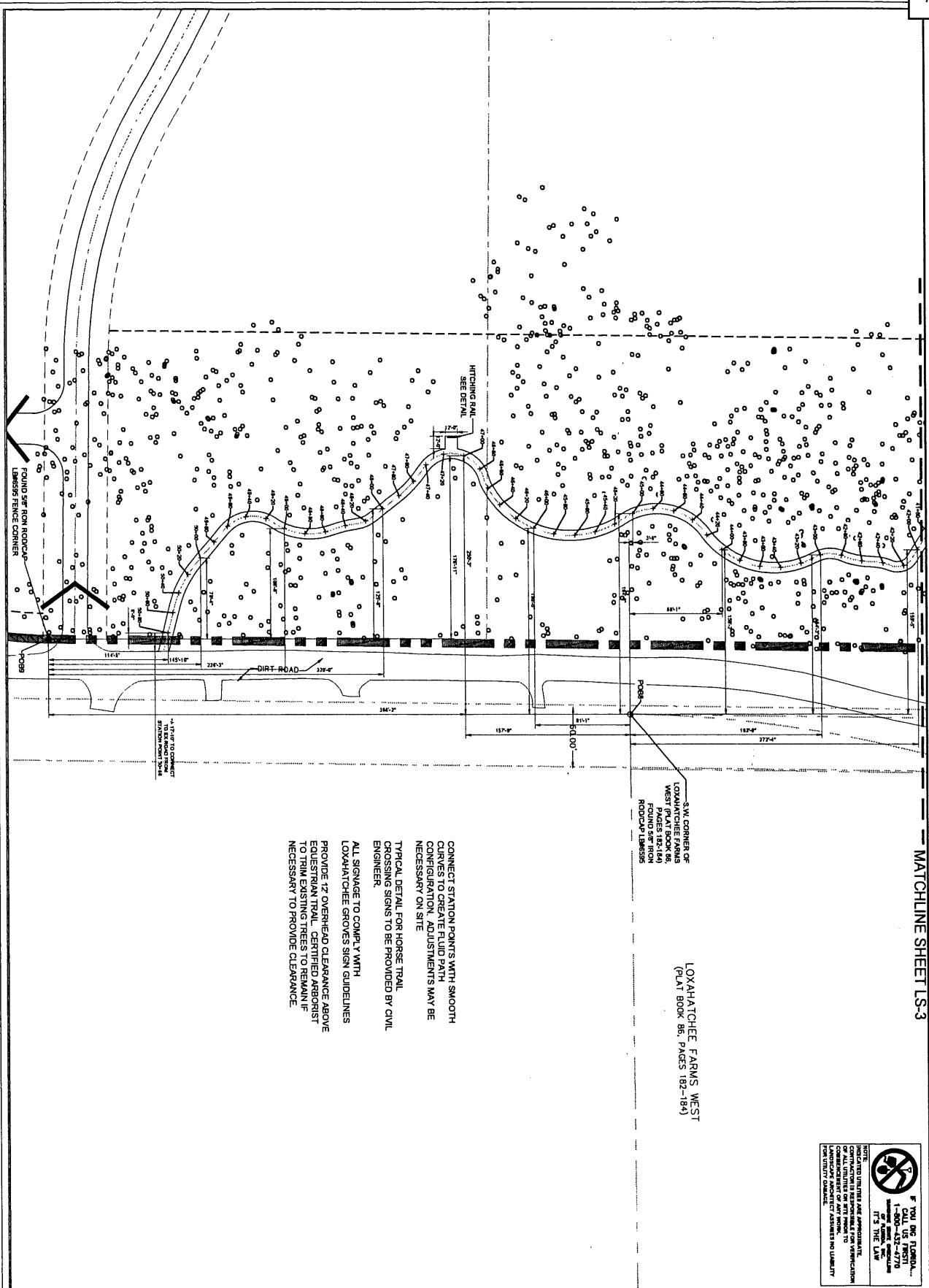
LS-3 OF 4

SCALE	1" = 40'-0"
DESIGNED BY	CMF
DRAWN BY	JLC
CHECKED BY	CMF
DATE	03.11.2013
REVISIONS	



521 26th Street
 West Palm Beach
 FL 33407
 Tel: (561) 747-2482
 Fax: (561) 747-2482
 www.studio-sprout.com
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 LOC 000013

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MATCHLINE SHEET LS-3

CONNECT STATION POINTS WITH SMOOTH CURVES TO MAINTAIN EXISTING PATH CONFIGURATION. ADJUSTMENTS MAY BE NECESSARY ON SITE.

TYPICAL DETAIL FOR HORSE TRAIL CROSSING SIGNS TO BE PROVIDED BY CIVIL ENGINEER.

ALL SIGNAGE TO COMPLY WITH LOXAHATCHEE GROVES SIGN GUIDELINES.

PROVIDE 12" OVERHEAD CLEARANCE ABOVE EQUESTRIAN TRAIL. CERTIFIED ARBORIST TO TRIM EXISTING TREES TO REMAIN IF NECESSARY TO PROVIDE CLEARANCE.

GROVES TOWN CENTER
 LOXAHATCHEE GROVES
 FLORIDA

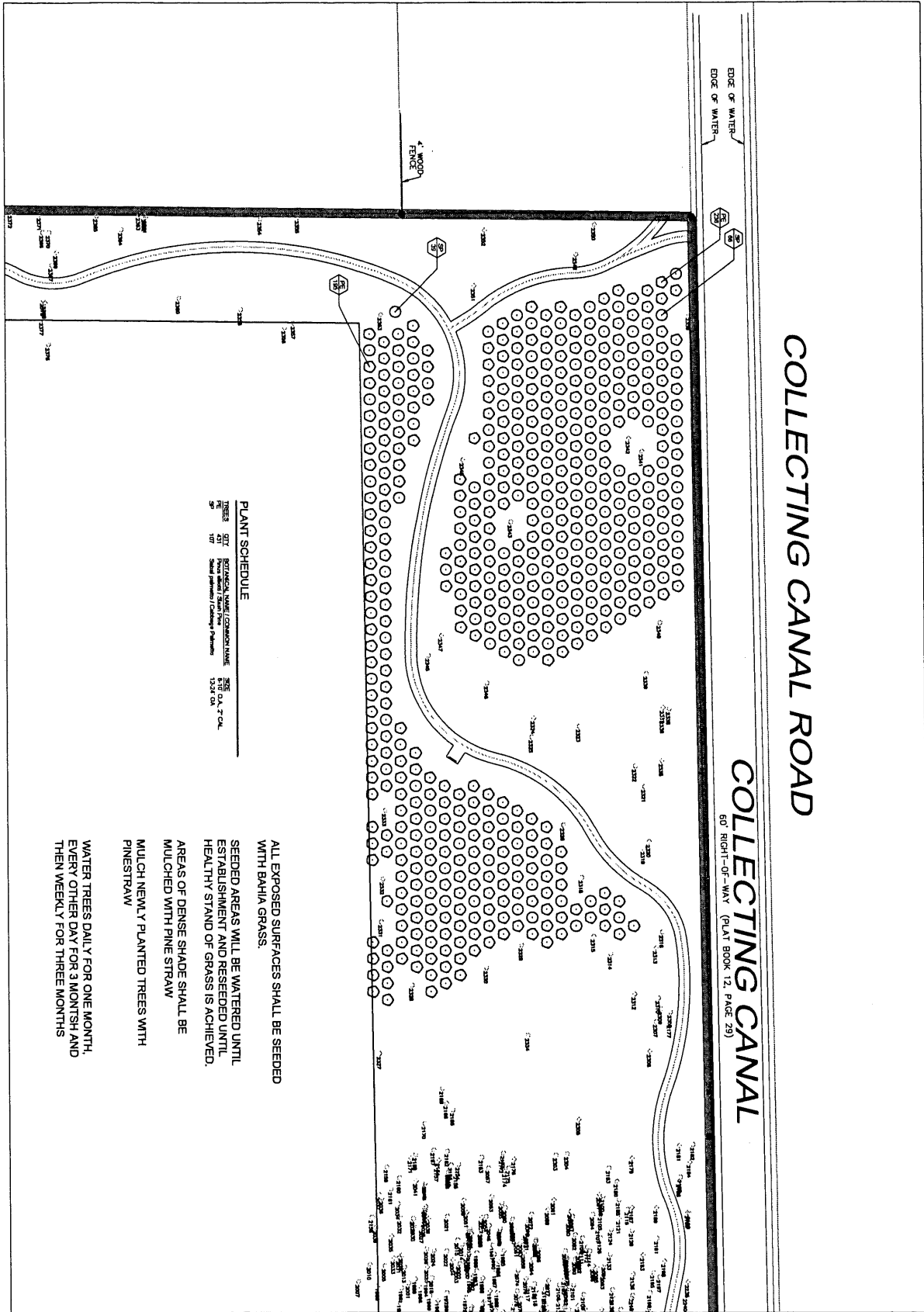
LAYOUT AND STAKING PLAN

LS-4 OF 4



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 West Palm Beach
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 Fax: (561) 742-2422
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 LA 0000987
 LLC 0002713

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60' RIGHT-OF-WAY (PLAT BOOK 12, PAGE 29)

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LANDSCAPE PLAN

LP-1 OF 2



221 22nd Street
Naples, FL 34107
Tel: (888) 747-3462
Fax: (888) 747-0281
LA 0000607
LCC 000213

Studio Sprout

SCALE AS NOTED
DESIGNED BY CRF
DRAWN BY JLC
CHECKED BY CRF
DATE 03.11.2013
REVISIONS

EXHIBIT "D"

Conservation Tract Management Plan

ESTABLISHMENT- FIRST YEAR

Watering for establishment: Provide water truck or temporary irrigation system to water newly planted trees. Collecting Canal is possible water source. Permit for water use through all applicable jurisdictional agencies.

Watering Schedule:

- Every day for 3 months
- Every other day for 3 months
- Once weekly for 3 months
- Twice weekly during extreme drought first three years after planting

MAINTENANCE FIRST YEAR

- Inspect temporary irrigation system monthly to ensure proper coverage.
- Weed Invasive exotics monthly.
- Inspect newly planted trees for viability every two months, replace any dead trees.
- Bush hog 10' either side of Equestrian Trail quarterly.

MAINTENANCE AFTER FIRST YEAR

- Weed invasive exotics twice yearly.
- Remove and replace non-viable trees.
- Maintain 12' ceiling over Equestrian Trail.
- Bush hog 10' either side of Equestrian Trail quarterly.



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 16 DAY OF May, 2019

SHARON R. BOCK
CLERK & COMPTROLLER

BY [Signature]
DEPUTY CLERK



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: June 20, 2023
SUBJECT: Discussion of the FY 24 Budget and Capital Plan

Background:

This item is a continuation of the August 9th budget workshop where council members discussed the following priorities (not in any order):

- Complete the paving and drainage programs begun last year (Finish what we started)
- Look at road paving and rock plan section of the CIP and identify up to 5 priority roads (meet w/staff to discuss individual roads so alternatives may be developed for discussion)
- Consider re-allocation of unspent capital funds
- Consider a different road standard for neighborhood roads.
- Construct interior drainage systems for lower lying properties in the southern portion of the Town between D and F Roads
- Obtain all easements ahead of any planned projects; consider a broad request for easements throughout the Town.
- Understand the eligible uses of the \$750,000 state appropriation.
- Understand the impact of the \$350,000 Resilient Florida grant.
- Consider developer participation in road & drainage solutions.
- Seek opportunities for cost sharing arrangements (re-visit policy)
- Take measures to increase safety throughout Town.
- Look at impact of reducing Solid Waste Assessment to \$350 per unit.
- Look at impact of reducing Roads & Drainage Assessment to \$150 per unit.

Recommendation:

Continue to discuss the FY 24 Budget and Capital Plan.

TOWN OF LOXAHATCHEE GROVES
Proposed 2023-2024 Fiscal Year Budget (FY24)
 FY24 Budget Workbook: Version 1 for Budget Workshop TBD

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions	FY 2016 Audited	FY 2017 Audited	FY 2018 Audited	FY 2019 Audited	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Adopted	FY 2023 Projected	FY 2024 Proposed	Notes
GENERAL FUND											
	1.4718 mills	1.4718 mills	2.5 mills	3 mills	3 mills	3 mills	3 mills	3 mills	3 mills	3 mills	
REVENUES											
Taxes											
001-01-31-311-31000	Ad Valorem Taxes	\$ 315,453.86	\$ 361,816.26	\$ 612,843.82	\$ 1,031,798.20	\$ 972,398.53	\$ 1,042,007.65	\$ 1,119,901.89	\$ 1,264,990.00	\$ 1,289,280.49	\$ 1,459,000.00
001-01-31-314-31410	Electric Utility Tax	\$ 263,868.08	\$ 280,438.41	\$ 288,813.29	\$ 280,000.00	\$ 327,362.62	\$ 338,251.58	\$ 365,661.73	\$ 355,000.00	\$ 376,407.83	\$ 391,000.00
001-01-31-314-31440	Gas Utility Tax Metered	\$ 275.50	\$ -	\$ 1,601.17	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-31-314-31480	Utility Service Tax- Propane	\$ -	\$ 1,952.08	\$ 4,584.30	\$ 4,000.00	\$ 5,254.91	\$ 6,569.42	\$ 9,743.45	\$ 10,000.00	\$ 10,067.45	\$ 11,000.00
001-01-31-315-31500	Communication Services	\$ 89,353.00	\$ 89,515.58	\$ 93,642.07	\$ 100,000.00	\$ 110,066.13	\$ 98,050.08	\$ 94,035.73	\$ 100,000.00	\$ 97,392.39	\$ 103,000.00
	Sub Totals	\$ 668,674.94	\$ 733,997.83	\$ 1,001,484.65	\$ 1,418,798.20	\$ 1,415,082.19	\$ 1,484,878.73	\$ 1,589,342.80	\$ 1,729,990.00	\$ 1,773,148.15	\$ 1,964,000.00
Licenses & Permits											
001-01-31-316-31600	Local Business Tax	\$ 9,748.59	\$ 5,340.98	\$ 26,635.89	\$ 40,000.00	\$ 67,736.31	\$ 105,616.27	\$ 72,258.15	\$ 70,000.00	\$ 86,224.49	\$ 100,000.00
001-01-32-323-32900	Other Permits Fees and Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-32-329-32900	Building Permits	\$ -	\$ 18,183.00	\$ 25,261.35	\$ 45,000.00	\$ 28,596.00	\$ 63,263.00	\$ 237,646.05	\$ 185,000.00	\$ 152,081.78	\$ 227,000.00
001-01-32-329-32901	Other Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,072.78	\$ 40,000.00	\$ 132,111.27	\$ 60,000.00
001-01-32-329-32902	RV Registrations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-32-329-32903	Floodplain Development Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-32-329-32940	Watershed Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-32-334-33450	FEMA Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-34-341-34020	Lien Searches	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 9,748.59	\$ 23,523.98	\$ 51,897.24	\$ 85,000.00	\$ 96,332.31	\$ 168,879.27	\$ 309,904.20	\$ 255,000.00	\$ 238,306.27	\$ 387,000.00
Franchise Fees											
001-01-32-323-32310	FPL Franchise Fee	\$ 211,347.27	\$ 236,036.72	\$ 233,247.98	\$ 240,000.00	\$ 250,834.02	\$ 260,979.40	\$ 310,944.53	\$ 280,000.00	\$ 276,110.85	\$ 310,000.00
001-01-32-323-30430	Electric Utility Franchise	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-32-323-32330	PBC Water Utility Franchise	\$ 124,575.15	\$ 24,935.70	\$ (27,142.13)	\$ 11,000.00	\$ 21,268.61	\$ 29,208.81	\$ 22,256.96	\$ 17,000.00	\$ 32,315.18	\$ 30,000.00
001-01-32-323-32360	PBC Sewer Utility Franchise	\$ -	\$ 1,208.46	\$ 5,914.55	\$ 7,000.00	\$ 7,798.54	\$ 11,844.09	\$ 11,797.17	\$ 12,000.00	\$ -	\$ -
001-01-32-323-32370	Solid Waste Franchise	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 37,166.67	\$ 34,451.50	\$ 178,077.04	\$ 175,000.00	\$ 188,710.03	\$ 190,000.00
001-01-32-323-32390	Hauler's Franchise Fee	\$ -	\$ -	\$ 2,476.62	\$ 4,000.00	\$ 4,606.00	\$ 1,509.00	\$ 1,093.00	\$ 5,500.00	\$ 9,085.00	\$ 4,000.00
	Sub Totals	\$ 335,922.42	\$ 262,180.88	\$ 214,497.02	\$ 282,000.00	\$ 321,673.84	\$ 337,992.80	\$ 524,168.70	\$ 489,500.00	\$ 506,221.06	\$ 534,000.00
Charges for Services											
001-01-34-341-34190	Cost Recovery Fees	\$ 152,804.07	\$ 51,340.19	\$ 38,649.41	\$ 80,000.00	\$ 144,099.45	\$ 302,058.07	\$ 236,097.19	\$ 186,000.00	\$ 183,969.45	\$ 210,000.00
001-01-32-323-31900	Other Gen Govt Charges and Fees	\$ 1,015.00	\$ 3,521.62	\$ 103.00	\$ 1,500.00	\$ 61.00	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-34-341-34000	General Government Charges	\$ 5,867.00	\$ 9,700.21	\$ 4,505.17	\$ 5,000.00	\$ 8,383.09	\$ 7,127.12	\$ 10,058.18	\$ 7,000.00	\$ 17,598.79	\$ 9,000.00
	Sub Totals	\$ 159,686.07	\$ 64,562.02	\$ 43,257.58	\$ 86,500.00	\$ 152,543.54	\$ 309,185.19	\$ 246,155.37	\$ 193,000.00	\$ 201,568.24	\$ 219,000.00
Intergovernmental											
001-01-33-335-35120	Municipal Revenue Sharing	\$ 80,166.01	\$ 80,941.71	\$ 78,613.86	\$ 64,000.00	\$ 78,127.13	\$ 82,728.40	\$ 90,611.25	\$ 83,000.00	\$ 76,938.58	\$ 86,000.00
001-01-33-335-35140	Mobile Home License Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-33-335-35150	Alcoholic Beverage License Tax	\$ -	\$ -	\$ 4,345.53	\$ 4,500.00	\$ 1,574.95	\$ 1,274.29	\$ 6,832.19	\$ 3,100.00	\$ 1,608.16	\$ 6,000.00
001-01-33-335-35180	Half Cent Sales Tax	\$ 252,797.13	\$ 252,844.74	\$ 264,791.10	\$ 216,000.00	\$ 254,082.59	\$ 297,422.74	\$ 348,367.47	\$ 293,000.00	\$ 337,784.06	\$ 330,000.00
	Sub Totals	\$ 332,963.14	\$ 333,786.45	\$ 347,750.49	\$ 284,500.00	\$ 333,784.67	\$ 381,425.43	\$ 445,810.91	\$ 379,100.00	\$ 416,330.80	\$ 422,000.00
Fines & Forefeitures											
001-01-35-351-35150	Court Fines	\$ -	\$ -	\$ 3,927.96	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -
001-01-35-354-35400	Code Enforcement Fines	\$ 11,350.71	\$ 22,568.50	\$ 5,313.94	\$ 15,000.00	\$ 500.00	\$ -	\$ 17,000.00	\$ 20,000.00	\$ 26,404.30	\$ 10,000.00
	Sub Totals	\$ 11,350.71	\$ 22,568.50	\$ 9,241.90	\$ 17,000.00	\$ 500.00	\$ -	\$ 17,000.00	\$ 22,000.00	\$ 26,404.30	\$ 10,000.00
Investment Income											
001-01-36-361-36110	Interest	\$ 39.02	\$ 811.60	\$ 1,105.74	\$ 5,000.00	\$ 6,158.80	\$ 479.00	\$ 2,849.98	\$ 1,000.00	\$ 6,201.87	\$ 5,000.00
001-14-36-361-36110	Interest for FMIVT	\$ -	\$ -	\$ -	\$ -	\$ 551.24	\$ 13.51	\$ 999.76	\$ 1,000.00	\$ 4,092.78	\$ -
	Sub Totals	\$ 39.02	\$ 811.60	\$ 1,105.74	\$ 5,000.00	\$ 6,710.04	\$ 492.51	\$ 3,849.74	\$ 2,000.00	\$ 10,294.64	\$ 5,000.00
Miscellaneous											
001-01-36-366-36991	Contributions & Donations - Private Sources	\$ -	\$ -	\$ 15,751.06	\$ 5,000.00	\$ 875.00	\$ 13,686.16	\$ -	\$ 5,000.00	\$ -	\$ -
001-01-36-369-36991	Contributions & Donations - Private Sources	\$ -	\$ 9,248.69	\$ -	\$ -	\$ 33,438.36	\$ -	\$ 6,240.00	\$ -	\$ -	\$ -
001-01-36-369-36990	Other Miscellaneous Revenue	\$ 397.05	\$ 3,575.62	\$ 8,523.73	\$ 5,000.00	\$ 60,471.58	\$ 17,333.60	\$ 27,448.56	\$ 11,575.00	\$ 24,026.65	\$ 21,000.00
	Sub Totals	\$ 397.05	\$ 12,824.31	\$ 24,274.79	\$ 10,000.00	\$ 94,784.94	\$ 31,019.76	\$ 33,688.56	\$ 16,575.00	\$ 24,026.65	\$ 21,000.00
Transfers											
001-01-32-341-34135	Administrative Charge Dependent District	\$ -	\$ -	\$ -	\$ -	\$ 170,000.00	\$ 170,000.00	\$ 172,500.00	\$ 172,500.00	\$ 172,500.00	\$ 172,500.00
001-01-38-381-38100	Transfer from Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 532,900.00
001-01-38-381-38135	Transfer from CIP Fund	\$ 145,280.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-38-381-38145	Transfer from Solid Waste Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 145,280.97	\$ -	\$ -	\$ -	\$ 170,000.00	\$ 170,000.00	\$ 172,500.00	\$ 172,500.00	\$ 172,500.00	\$ 705,400.00
	Total Revenues	\$ 1,664,062.91	\$ 1,454,255.57	\$ 1,693,509.41	\$ 2,188,798.20	\$ 2,591,411.53	\$ 2,883,873.69	\$ 3,342,420.28	\$ 3,259,665.00	\$ 3,368,800.12	\$ 4,267,400.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (53,072.78)	\$ -	\$ -	\$ -
EXPENSES											

Town Council																					
001-10-51-511-53100	Professional Service-Lobbyist	\$	3,130.00	\$	-	\$	60,000.00	\$	70,731.75	\$	60,050.00	\$	32,418.83	\$	-	\$	6,201.87	\$	50,000.00		
001-10-51-511-54000	Travel	\$	9,931.54	\$	7,901.73	\$	9,167.52	\$	1,000.00	\$	5,048.71	\$	999.84	\$	3,000.30	\$	6,300.00	\$	3,350.00	\$	5,000.00
001-10-51-511-54900	Other Operating Expenses	\$	1,661.64	\$	13,162.64	\$	2,479.26	\$	6,000.00	\$	143.40	\$	148.98	\$	417.80	\$	-	\$	-	\$	-
001-10-51-511-54990	Other Current Charges - Council Reimbursement	\$	37,500.00	\$	45,000.00	\$	45,000.00	\$	350.00	\$	750.00	\$	-	\$	-	\$	-	\$	-	\$	-
001-10-51-511-55100	Office Supplies	\$	943.30	\$	71.55	\$	43.99	\$	100.00	\$	126.87	\$	-	\$	-	\$	-	\$	-	\$	-
001-10-51-511-55200	Operating Supplies	\$	35.93	\$	118.54	\$	-	\$	5,000.00	\$	-	\$	-	\$	213.99	\$	-	\$	-	\$	-
001-10-51-511-55400	Books, Publications, Subscriptions	\$	3,318.00	\$	3,171.00	\$	4,499.58	\$	3,000.00	\$	6,119.13	\$	2,918.03	\$	3,077.93	\$	4,200.00	\$	4,572.32	\$	5,000.00
001-10-51-511-55500	Education & Training	\$	450.00	\$	825.00	\$	-	\$	-	\$	900.00	\$	-	\$	99.00	\$	-	\$	-	\$	3,000.00
001-10-51-511-58200	Special Events/ Contributions	\$	4,747.92	\$	8,813.31	\$	-	\$	6,500.00	\$	4,414.03	\$	11,658.74	\$	18,527.66	\$	25,000.00	\$	16,423.20	\$	25,000.00
001-10-51-512-51200	Regular Salaries	\$	-	\$	-	\$	-	\$	-	\$	46,092.04	\$	47,357.14	\$	43,392.86	\$	45,000.00	\$	45,178.57	\$	45,000.00
001-10-51-512-52100	FICA & Medicare Taxes	\$	-	\$	-	\$	-	\$	-	\$	3,487.69	\$	4,169.30	\$	3,488.88	\$	5,000.00	\$	3,579.98	\$	4,000.00
	Sub Totals	\$	58,588.33	\$	79,305.94	\$	-	\$	79,305.94	\$	137,813.62	\$	127,302.03	\$	104,637.25	\$	85,500.00	\$	79,305.94	\$	137,000.00
Town Administration																					
001-12-51-512-51200	Regular Salaries	\$	-	\$	-	\$	35,000.00	\$	483,672.13	\$	483,947.69	\$	495,080.68	\$	450,000.00	\$	462,359.35	\$	544,000.00		
001-12-51-512-51400	Overtime	\$	-	\$	-	\$	50,000.00	\$	11,338.48	\$	22,747.16	\$	5,381.64	\$	20,000.00	\$	3,267.65	\$	20,000.00		
001-12-51-512-51500	Special Pay	\$	-	\$	-	\$	-	\$	47.60	\$	-	\$	-	\$	-	\$	-	\$	-		
001-12-51-512-52100	FICA & Medicare Taxes	\$	-	\$	-	\$	1,500.00	\$	35,723.16	\$	36,494.34	\$	36,773.21	\$	35,000.00	\$	39,082.81	\$	41,000.00		
001-12-51-512-52200	Retirement FRS	\$	-	\$	-	\$	-	\$	51,042.89	\$	91,679.33	\$	73,035.68	\$	75,000.00	\$	64,224.55	\$	112,000.00		
001-12-51-512-52201	Investment Town Manager	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-12-51-512-52300	Health and Life Insurance	\$	1,250.00	\$	-	\$	2,000.00	\$	17,970.12	\$	38,569.48	\$	28,044.64	\$	47,000.00	\$	14,970.89	\$	56,000.00		280543.82
001-12-51-512-52400	Worker's Compensation	\$	-	\$	-	\$	2,500.00	\$	-	\$	-	\$	14,463.00	\$	5,000.00	\$	31,306.88	\$	2,000.00		615.06
001-12-51-512-53400	Other Services	\$	280,543.82	\$	288,963.96	\$	297,632.88	\$	5,000.00	\$	381.94	\$	3,341.59	\$	3,300.00	\$	2,785.99	\$	3,000.00		2859.38
001-12-51-512-54000	Travel	\$	615.06	\$	2,029.27	\$	3,452.41	\$	12,000.00	\$	8,851.48	\$	6,440.45	\$	9,188.29	\$	9,000.00	\$	3,091.98		1878.19
001-12-51-512-54200	Postage and Freight	\$	1,878.19	\$	2,621.71	\$	2,420.75	\$	8,000.00	\$	1,477.31	\$	2,522.28	\$	1,923.27	\$	3,000.00	\$	2,586.03		10324.72
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$	957.33	\$	1,293.27	\$	5,891.82	\$	3,500.00	\$	7,012.98	\$	7,004.82	\$	20,574.24	\$	8,000.00	\$	3,171.22		5162.48
001-12-51-512-54930	Election Expense	\$	10,324.72	\$	7,990.67	\$	20,027.10	\$	4,000.00	\$	1,211.36	\$	11,114.22	\$	17,845.78	\$	20,000.00	\$	667.94		15497.46
001-12-51-512-54960	Legal Advertising	\$	5,162.48	\$	8,892.65	\$	17,548.73	\$	50,000.00	\$	7,272.73	\$	4,077.93	\$	1,439.89	\$	4,000.00	\$	7,628.27		370
001-12-51-512-55100	Office Supplies	\$	15,497.46	\$	14,205.78	\$	12,724.11	\$	-	\$	13,031.55	\$	13,634.77	\$	13,613.65	\$	8,000.00	\$	14,786.34		
001-12-51-512-55400	Books, Publications, Subscriptions	\$	370.00	\$	884.88	\$	530.00	\$	3,000.00	\$	3,223.16	\$	4,498.97	\$	11,204.65	\$	6,000.00	\$	4,520.39		16700
001-12-51-512-55500	Education & Training	\$	-	\$	375.00	\$	1,245.00	\$	-	\$	3,080.40	\$	-	\$	2,203.93	\$	4,000.00	\$	2,162.86		
	Sub Totals	\$	315,349.06	\$	327,257.19	\$	362,722.80	\$	176,500.00	\$	644,955.35	\$	723,113.38	\$	734,114.14	\$	697,300.00	\$	656,613.14	\$	843,000.00
Financial Services																					
001-14-51-513-53200	Accounting & Internal Audit Services	\$	16,700.00	\$	14,700.00	\$	22,862.00	\$	25,000.00	\$	41,337.31	\$	40,930.50	\$	31,381.11	\$	60,000.00	\$	87,923.29		10298.76
001-14-51-513-53300	Independent Annual Audit Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,210.00	\$	-	\$	-		2144.33
001-14-51-513-53460	Other Services -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-32-51-519-54940	Inspector General Office	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-14-51-513-54000	Travel	\$	-	\$	-	\$	600.00	\$	1,255.35	\$	-	\$	-	\$	3,000.00	\$	-	\$	-		
001-14-51-513-54700	Printing & Binding	\$	278.73	\$	381.60	\$	-	\$	2,000.00	\$	-	\$	-	\$	-	\$	-	\$	-		
001-14-51-513-54910	Bank Charges	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-14-51-513-54960	Legal Advertising	\$	2,144.33	\$	700.00	\$	-	\$	125,000.00	\$	-	\$	-	\$	-	\$	-	\$	-		
001-14-51-513-55400	Books, Publications, Subscriptions	\$	-	\$	35.00	\$	425.00	\$	-	\$	1,317.55	\$	1,752.55	\$	1,438.09	\$	2,500.00	\$	-		19084
001-14-51-513-55500	Education & Training	\$	-	\$	2,008.40	\$	1,940.52	\$	25,000.00	\$	2,099.13	\$	1,734.00	\$	548.00	\$	2,500.00	\$	-		83822.04
001-14-51-514-53110	Professional Service- Paychex	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,390.59	\$	8,000.00		
	Sub Totals	\$	19,123.06	\$	17,825.00	\$	25,227.52	\$	177,600.00	\$	46,009.34	\$	44,417.05	\$	39,577.20	\$	72,000.00	\$	92,313.88	\$	168,000.00
Legal Services																					
001-16-51-514-53100	Professional Services-Legal	\$	98,382.76	\$	112,042.95	\$	91,716.62	\$	-	\$	162,139.77	\$	167,599.50	\$	-	\$	175,000.00	\$	245,612.01		153018.09
001-16-51-514-53101	Litigation	\$	-	\$	-	\$	-	\$	-	\$	3,420.98	\$	8,229.37	\$	-	\$	50,000.00	\$	43,311.25		4213.44
	Sub Totals	\$	98,382.76	\$	112,042.95	\$	91,716.62	\$	-	\$	165,560.75	\$	175,828.87	\$	-	\$	225,000.00	\$	288,923.26	\$	175,000.00
Building																					
001-18-51-519-51200	Regular Salaries	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-18-51-519-52100	FICA Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-18-51-519-52200	Retirement FRS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-18-51-519-52300	Health and Life Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-18-51-519-52400	Workers' Compensation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-20-51-515-53100	Building & Zoning Professional Service	\$	19,084.00	\$	-	\$	36,655.69	\$	80,000.00	\$	97,501.01	\$	22,148.75	\$	-	\$	166,500.00	\$	143,589.16		35333.32
001-18-51-519-53400	Other Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-18-51-519-54000	Travel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
001-20-51-511-55200	Building Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,600.00	\$	-		
001-20-51-515-53400	Education & Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
	Sub Totals	\$	19,084.00	\$	-	\$	36,655.69	\$	80,000.00	\$	97,501.01	\$	22,148.75	\$	-	\$	169,100.00	\$	143,589.16	\$	204,000.00
Planning																					
001-20-51-515-53451	Planner On Call	\$	-	\$	-	\$	-	\$	-	\$	15,074.60	\$	-	\$	35,000.00	\$	6,127.98	\$	10,000.00		
001-20-51-515-53400	Other Services-Planning Process	\$	83,822.04	\$	86,334.60	\$	88,924.08	\$	5,000.00	\$	1,119.75	\$	776.86	\$	23,157.47	\$	-	\$	4,359.55		
001-26-52-521-53420	Other Services - Comp Plan	\$	1,302.00	\$	-	\$	-	\$	-	\$	-										

	Professional Services-Legal																					\$ 75,000.00
	Professional Services-Expert Witness																					\$ -
001-22-51-519-51200	Regular Salaries																					\$ 128,000.00
001-22-51-519-52100	FICA Taxes																					\$ 10,000.00
001-22-51-519-52200	Retirement FRS																					\$ 19,000.00
001-22-51-519-52300	Health and Life Insurance																					\$ 24,000.00
001-22-51-519-52400	Workers' Compensation																					\$ 7,000.00
	Fuel																					\$ -
	Vehicle Maintenance																					\$ -
001-22-51-519-54000	Travel	\$ 717.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-22-51-519-55500	Education & Training		\$ 667.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300.00
	Sub Totals	\$ 40,326.51	\$ 110,484.27	\$ 128,210.16	\$ -	\$ -	\$ 43,387.50	\$ 85,202.08	\$ 139,942.15	\$ 176,000.00	\$ 98,639.45	\$ 297,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Communications & Technology																						
001-10-51-511-54100	Communication Services	\$ 4,488.20	\$ 2,683.57	\$ 1,371.80	\$ 3,000.00	\$ 8,432.69	\$ 31,558.05	\$ 50,398.87	\$ 15,000.00	\$ 20,271.02	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-12-51-511-54100	Communication Services(Manager)			\$ -	\$ -	\$ 125.71	\$ -	\$ 987.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-12-51-512-54100	Communication Services	\$ 2,859.38	\$ 981.05	\$ 1,963.81	\$ 12,000.00	\$ 1,363.22	\$ 7,636.47	\$ 5,736.03	\$ 8,000.00	\$ 776.61	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-14-51-513-54920	Computer Services	\$ 10,298.76	\$ 13,879.76	\$ 12,473.26	\$ 2,000.00	\$ 16,561.46	\$ 23,444.90	\$ 22,687.20	\$ 30,000.00	\$ 8,849.81	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-22-51-519-54100	Communication Services	\$ 7,830.84	\$ 451.88	\$ 282.81	\$ -	\$ 231.39	\$ 14,550.00	\$ 1,400.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-30-53-539-53400	Other Services		\$ 25,515.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-513-54920	Other Current Charges -Computer Services (Hosting)		\$ 6,245.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54910	Computer Hardware and Software	\$ 2,662.02	\$ 3,715.98	\$ 3,582.65	\$ 20,000.00	\$ 20,354.00	\$ 17,656.05	\$ 20,143.60	\$ 25,000.00	\$ 47,218.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54920	Computer Services	\$ 6,970.23	\$ 10,565.31	\$ 11,284.52	\$ 35,000.00	\$ 44,953.42	\$ 12,911.77	\$ 48,329.00	\$ 25,000.00	\$ 25,669.43	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54100	Communication Services		\$ 10,143.19	\$ 9,716.95	\$ 15,000.00	\$ 12,189.41	\$ 8,258.29	\$ 9,216.92	\$ 25,000.00	\$ 5,500.60	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 35,109.43	\$ 74,181.49	\$ 40,675.80	\$ 87,000.00	\$ 104,211.30	\$ 116,015.53	\$ 158,898.63	\$ 133,000.00	\$ 108,286.07	\$ 102,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Safety																						
001-26-52-521-53410	Law Enforcement (PBSO)	\$ 288,746.04	\$ 294,621.00	\$ 610,000.00	\$ 624,000.00	\$ 622,200.00	\$ 622,200.00	\$ 622,200.00	\$ 641,000.00	\$ 641,000.00	\$ 661,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 288,746.04	\$ 294,621.00	\$ 610,000.00	\$ 624,000.00	\$ 622,200.00	\$ 622,200.00	\$ 622,200.00	\$ 641,000.00	\$ 641,000.00	\$ 661,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-departmental																						
001-32-51-519-53400	Other Services		\$ 10,259.76	\$ 9,728.21	\$ 10,000.00	\$ 9,841.55	\$ 5,626.48	\$ 19,306.84	\$ 6,000.00	\$ 16,496.53	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-53000	Utilities	\$ 5,620.05	\$ 6,802.74	\$ 6,263.06	\$ 5,000.00	\$ 5,516.97	\$ 5,734.25	\$ 6,760.25	\$ 9,000.00	\$ 6,444.17	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54440	Rental and Leases - Equip. Storage, etc	\$ 7,965.92	\$ 6,080.59	\$ 5,760.96	\$ 7,000.00	\$ 8,510.79	\$ 10,363.96	\$ 9,952.39	\$ 13,000.00	\$ 9,813.84	\$ 54,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54500	Insurance	\$ 32,686.00	\$ 50,462.00	\$ 70,436.00	\$ 10,000.00	\$ 81,314.00	\$ 73,154.50	\$ 78,571.00	\$ 130,000.00	\$ 106,866.48	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54600	Repair and Maintenance - Building	\$ 7,902.01	\$ 3,862.15	\$ 350.00	\$ -	\$ 6,730.00	\$ 9,004.50	\$ 3,351.58	\$ 8,000.00	\$ 279.79	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-54700	Printing & Binding		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-539-53400	Other Services		\$ 0.03	\$ 61.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 54,173.98	\$ 77,467.27	\$ 92,600.20	\$ 32,000.00	\$ 111,913.31	\$ 103,883.69	\$ 117,942.06	\$ 166,000.00	\$ 139,900.82	\$ 222,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
how to make a pp																						
Other Agencies, Boards & Committees																						
001-90-51-519-58220	Loxahatchee Groves - CERT	\$ 37.13	\$ 120.54	\$ 4,561.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-32-51-519-58220	Loxahatchee Groves - CERT			\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-01-33-334-50000	State Grant Economic Env			\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 37.13	\$ 120.54	\$ 4,561.00	\$ 4,500.00	\$ 40,000.00	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay																						
001-90-51-519-56140	Land		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-51-519-56200	Capital Outlay - Buildings	\$ 10,144.50	\$ -	\$ -	\$ -	\$ -	\$ 8,820.77	\$ 9,075.70	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 10,144.50	\$ -	\$ -	\$ -	\$ -	\$ 8,820.77	\$ 9,075.70	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency																						
001-90-51-519-59990	Contingency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers																						
001-90-51-519-59101	Transfer to Transportation Fund	\$ 57,099.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-51-519-59305	Transfer to C.I.P Fund	\$ 311,664.00	\$ -	\$ -	\$ -	\$ 90,683.00	\$ -	\$ 335,572.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-58-581-59405	Transfer to Solid Waste Fund	\$ 94,497.47	\$ 92,546.53	\$ -	\$ 77,950.00	\$ -	\$ -	\$ 47,650.00	\$ -	\$ 135,365.00	\$ 175,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-58-581-59000	Transfer to Fund Balance		\$ 31,539.46	\$ 118,811.43	\$ 340,064.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-58-581-59101	Transfer to Transportation Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-58-581-59103	Transfer to L.O.S.T Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-58-581-59104	Transfer to Roads and Drainage		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,000.00	\$ 260,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
001-90-58-581-59305	Transfer to C.I.P Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 247,000.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 463,260.47	\$ 124,085.99	\$ 118,811.43	\$ 418,014.44	\$ 90,683.00	\$ -	\$ 383,222.00	\$ -	\$ 646,365.00	\$ 1,185,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expenses	\$ 1,664,062.91	\$ 1,389,803.42	\$ 1,693,308.67	\$ 1,701,920.38	\$ 2,338,946.71	\$ 2,405,512.78	\$ 2,513,061.70	\$ 2,653,300.00	\$ 3,116,226.83	\$ 4,267,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	NET SURPLUS/(DEFICIT)	\$ -	\$ 64,452.15	\$ 200.74	\$ 486,877.82	\$ 252,464.82	\$ 478,360.91	\$ 829,358.58	\$ 606,365.00	\$ 252,573.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

101 - Transportation Fund

REVENUES

Intergovernmental

101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$ 265,665.34	\$ 277,680.32	\$ 274,233.14	\$ 210,000.00	\$ 249,237.37	\$ 259,547.93	\$ 272,057.49	\$ 277,000.00	\$ 243,963.48	\$ 270,000.00
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101-01-36-366-36991	Contributions & Donations - Private Sources				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers												
101-01-38-381-38100	Transfer from Fund Balance	\$ 331,605.94	\$ 32,503.35	\$ 776,470.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-01-38-381-38110	Contribution from General Fund	\$ 57,099.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-01-38-381-38135	Transfer from CIP Fund			\$ 196,825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 388,704.94	\$ 32,503.35	\$ 973,295.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Revenues/Other Sources												
101-01-38-384-38410	Debt Proceeds			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Revenues	\$ 778,042.10	\$ 439,726.35	\$ 1,374,490.40	\$ 307,500.00	\$ 363,841.25	\$ 377,736.88	\$ 396,107.16	\$ 403,900.00	\$ 354,998.35	\$ 400,000.00	\$ -

EXPENSES

Transportation												
101-40-54-541-54670	Traffic Control Signs 6c	\$ 8,102.00	\$ 21,602.57	\$ 10,549.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-54-541-54680	Town Roads Maintenance 6c	\$ 649,814.74	\$ 280,337.68	\$ 471,429.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-54-541-54690	District Road Maintenance	\$ 110,250.50	\$ 126,561.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 768,167.24	\$ 428,501.35	\$ 481,979.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay												
101-40-54-541-56310	Roads & Streets - New Construction - 5c											\$ -
101-40-54-541-56312	Special Projects		\$ 2,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-54-541-56320	Roads & Streets - New Construction - 5c		\$ 8,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ 11,225.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service												
101-40-54-541-57101	Principal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-54-541-57201	Interest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-54-541-57301	Other Debt Service Costs		\$ 2,437.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ 2,437.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers												
101-40-58-581-59000	Transfer to General Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-58-581-59103	Transfer to L.O.S.T fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-58-581-59105	Transfer to Roads & Drainage Fund		\$ -	\$ 210,000.00	\$ 200,000.00	\$ 210,000.00	\$ 231,164.00	\$ 277,000.00	\$ 277,000.00	\$ 277,000.00	\$ 270,000.00	\$ -
101-40-58-581-59305	Transfer to C.I.P Fund	\$ 9,874.86	\$ 890,073.00	\$ 97,500.00	\$ 200,000.00	\$ 497,500.00	\$ 151,836.00	\$ 126,900.00	\$ 126,900.00	\$ 126,900.00	\$ 130,000.00	\$ -
101-40-58-581-59405	Transfer to Solid Waste Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-58-581-59935	Transfer to Fund Balance 5c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101-40-58-581-59936	Transfer to Fund Balance 6c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 9,874.86	\$ -	\$ 890,073.00	\$ 307,500.00	\$ 400,000.00	\$ 707,500.00	\$ 383,000.00	\$ 403,900.00	\$ 403,900.00	\$ 400,000.00	\$ -
	Total Expenses	\$ 778,042.10	\$ 439,726.35	\$ 1,374,490.40	\$ 307,500.00	\$ 400,000.00	\$ 707,500.00	\$ 383,000.00	\$ 403,900.00	\$ 403,900.00	\$ 400,000.00	\$ -
	NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -	\$ (36,158.75)	\$ (329,763.12)	\$ 13,107.16	\$ -	\$ (48,901.65)	\$ -	\$ -

103 - Local Option Sales Tax (L.O.S.T) Fund

REVENUES												
Intergovernmental												
103-01-31-312-31260	Sales Tax Infrastructure		\$ 160,445.91	\$ 219,920.20	\$ 195,000.00	\$ 233,775.12	\$ 272,580.06	\$ 315,074.53	\$ 266,200.00	\$ 296,593.10	\$ 334,000.00	\$ -
	Sub Totals	\$ -	\$ 160,445.91	\$ 219,920.20	\$ 195,000.00	\$ 233,775.12	\$ 272,580.06	\$ 315,074.53	\$ 266,200.00	\$ 296,593.10	\$ 334,000.00	\$ -
Transfers												
103-01-31-381-38100	Transfer from Fund Balance		\$ -	\$ 298,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ 298,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Revenues	\$ -	\$ 160,445.91	\$ 219,920.20	\$ 493,000.00	\$ 233,775.12	\$ 272,580.06	\$ 315,074.53	\$ 266,200.00	\$ 296,593.10	\$ 334,000.00	\$ -

EXPENSES												
Debt Service												
103-42-54-541-56130	Roads, Streets & Drainage - New Construction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers												
103-40-58-581-59305	Transfer to C.I.P Fund		\$ -	\$ 493,000.00	\$ -	\$ 1,134,195.34	\$ -	\$ 266,200.00	\$ 266,200.00	\$ 334,000.00	\$ -	\$ -
103-01-31-381-59000	Transfer to Fund Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ 493,000.00	\$ -	\$ 1,134,195.34	\$ -	\$ 266,200.00	\$ 266,200.00	\$ 334,000.00	\$ -	\$ -
	Total Expenses	\$ -	\$ -	\$ 493,000.00	\$ -	\$ 1,134,195.34	\$ -	\$ 266,200.00	\$ 266,200.00	\$ 334,000.00	\$ -	\$ -
	NET SURPLUS/(DEFICIT)	\$ -	\$ 160,445.91	\$ 219,920.20	\$ -	\$ 233,775.12	\$ (861,615.28)	\$ 315,074.53	\$ -	\$ 30,393.10	\$ -	\$ -

Acct # used is a capital outlay number however FY 19 budgeted stated it was for debt service

105 - Roads & Drainage Fund

REVENUES												
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Assessments												
105-01-32-325-32510	<u>Other Assessments--Sod Farm</u>			\$ -	\$ -	\$ 10,885.45	\$ -	\$ -	\$ -	\$ 3,623.27	\$ -	\$ 23,000.00
105-01-32-325-32515	<u>Road Debt Assessment</u>	\$ 306,865.33	\$ -	\$ 310,000.00	\$ 307,049.45	\$ 266,441.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-32-325-32520	<u>Road and Canal Maintenance Assessment</u>	\$ 1,027,670.97	\$ -	\$ 1,545,865.00	\$ 1,566,792.46	\$ 1,555,227.11	\$ 1,552,959.90	\$ 1,560,300.00	\$ 1,532,776.31	\$ -	\$ -	\$ 1,560,000.00
105-01-32-325-32522	<u>Discount Fees</u>		\$ -	\$ (65,700.00)	\$ (58,990.50)	\$ (58,751.28)	\$ (50,545.56)	\$ (78,000.00)	\$ (70,492.29)	\$ -	\$ -	\$ (64,000.00)
105-01-32-325-32530	<u>Excess Fees - Maintenance</u>		\$ -	\$ -	\$ -	\$ -	\$ 8,779.43	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-32-325-36990	<u>Other Assessments - PBCSB</u>	\$ 73,383.24	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ 1,407,919.54	\$ -	\$ 1,793,165.00	\$ 1,825,736.86	\$ 1,762,916.84	\$ 1,511,193.77	\$ 1,485,300.00	\$ 1,465,907.29	\$ -	\$ 1,519,000.00
Investment Income												
105-01-32-325-34600	<u>Investment Earnings Floridian</u>		\$ -	\$ 3,000.00	\$ 50.84	\$ -	\$ 92.27	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36110	<u>Interest-Assessments</u>	\$ 3.52	\$ -	\$ 1,200.00	\$ 4,344.68	\$ 3,714.38	\$ 2,594.15	\$ -	\$ 378.22	\$ -	\$ -	\$ -
105-01-36-361-36111	<u>Interest (SBA)</u>	\$ 45.83	\$ 2.60	\$ -	\$ 0.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36112	<u>Interest (PBC)</u>	\$ 29.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36113	<u>Interest (SunTrust)</u>	\$ 118.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36114	<u>Interest (Suntrust MM)</u>	\$ 841.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36115	<u>Interest (Bank United P)</u>	\$ 962.51	\$ 274.66	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36116	<u>Interest (Bank United NPF)</u>	\$ 3.89	\$ 292.61	\$ -	\$ 7,993.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36117	<u>Interest (Floridian)</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-361-36118	<u>Interest (FCB MM)</u>	\$ -	\$ -	\$ 1,500.00	\$ 388.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ 2,004.91	\$ 569.87	\$ 5,700.00	\$ 12,778.47	\$ 3,714.38	\$ 2,686.42	\$ 500.00	\$ 378.22	\$ -	\$ -
Miscellaneous												
105-01-36-364-36400	<u>Sales - Equipment/Materials</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -
105-01-33-330-33000	<u>Intergovernmental Revenue</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-01-36-369-36990	<u>Miscellaneous Revenue</u>	\$ 1,705.82	\$ 855.03	\$ 2,000.00	\$ 20,000.00	\$ -	\$ 35,232.15	\$ 20,000.00	\$ 28,333.33	\$ -	\$ -	\$ 5,000.00
	<u>USE OF ARPA FUNDS</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ 1,705.82	\$ 855.03	\$ 2,000.00	\$ 20,000.00	\$ -	\$ 35,232.15	\$ 24,000.00	\$ 28,333.33	\$ -	\$ 5,000.00
Transfers												
105-01-38-381-38100	<u>Transfer from General Fund</u>											\$ 260,000.00
105-01-38-381-38111	<u>Transfer from Transportation Fund</u>			\$ 200,000.00	\$ 200,000.00	\$ 210,000.00	\$ 231,164.00	\$ 277,000.00	\$ 277,000.00	\$ -	\$ -	\$ 270,000.00
	<u>Transfer from fund Balance</u>	\$ 47,652.73	\$ 188,997.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,500.00
	Sub Totals	\$ -	\$ 47,652.73	\$ 188,997.18	\$ 200,000.00	\$ 200,000.00	\$ 210,000.00	\$ 231,164.00	\$ 277,000.00	\$ 277,000.00	\$ -	\$ 790,500.00
	Total Revenues	\$ -	\$ 1,459,283.00	\$ 190,422.08	\$ 2,000,865.00	\$ 2,058,515.33	\$ 1,976,631.22	\$ 1,780,276.34	\$ 1,786,800.00	\$ 1,771,618.85	\$ -	\$ 2,314,500.00
EXPENSES												
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (264,000.00)	\$ (264,000.00)	\$ -	\$ (264,000.00)
Physical Environment-Staffing												
105-50-53-538-51200	<u>Regular Salaries</u>	\$ 411,094.06	\$ 113,643.37	\$ 350,000.00	\$ 312,955.73	\$ 341,483.96	\$ 402,815.91	\$ 600,900.00	\$ 378,283.28	\$ -	\$ -	\$ 604,000.00
105-50-53-538-51400	<u>Overtime</u>	\$ 9,777.16	\$ 478.61	\$ 2,500.00	\$ 14,039.07	\$ 10,216.84	\$ 31,223.49	\$ 20,000.00	\$ 16,841.33	\$ -	\$ -	\$ 21,000.00
105-50-53-538-51500	<u>Special Pay</u>	\$ 6,822.39	\$ -	\$ -	\$ 4,299.44	\$ 5,535.33	\$ 6,514.57	\$ 5,000.00	\$ 3,171.32	\$ -	\$ -	\$ 6,000.00
105-50-53-538-51520	<u>Fringe Benefits</u>	\$ 6,000.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-52100	<u>FICA Taxes & Medicare</u>	\$ 32,879.92	\$ 8,434.49	\$ 25,000.00	\$ 24,334.38	\$ 26,178.72	\$ 31,358.15	\$ 45,000.00	\$ 27,423.36	\$ -	\$ -	\$ 45,000.00
105-50-53-538-52200	<u>Retirement FRS</u>	\$ 46,225.70	\$ 7,457.21	\$ 45,000.00	\$ 50,566.42	\$ 53,872.35	\$ 73,531.49	\$ 89,500.00	\$ 54,534.22	\$ -	\$ -	\$ 91,000.00
105-50-53-538-52300	<u>Health and Life Insurance</u>	\$ 61,047.57	\$ 7,524.41	\$ 50,000.00	\$ 9,406.22	\$ 35,079.49	\$ 46,885.74	\$ 58,000.00	\$ 34,453.55	\$ -	\$ -	\$ 61,000.00
105-50-53-538-52400	<u>Worker's Compensation</u>	\$ 12,370.98	\$ 4,000.00	\$ 10,000.00	\$ -	\$ -	\$ 14,463.00	\$ 7,000.00	\$ 31,306.88	\$ -	\$ -	\$ 29,000.00
	Sub Totals	\$ -	\$ 586,217.78	\$ 141,913.09	\$ 482,500.00	\$ 415,601.26	\$ 472,366.69	\$ 606,792.35	\$ 825,400.00	\$ 546,013.94	\$ -	\$ 857,000.00
Physical Environment-Professional Services												
105-50-53-538-53100	<u>Professional Service - Engineering & Legal</u>	\$ 20,451.76	\$ -	\$ 150,000.00	\$ 7,310.45	\$ 24,871.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-53102	<u>Professional Service - Drug Test</u>	\$ 130.00	\$ -	\$ 500.00	\$ 65.00	\$ 967.30	\$ 2,164.92	\$ 2,200.00	\$ 556.48	\$ -	\$ -	\$ 2,000.00
105-50-53-538-53105	<u>Professional Service - Land Surveying</u>	\$ 500.00	\$ -	\$ 4,000.00	\$ 38,240.00	\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -
105-50-53-538-53110	<u>Professional Service-Paychex</u>	\$ -	\$ -	\$ 6,865.00	\$ 56.01	\$ -	\$ -	\$ -	\$ 1,088.78	\$ -	\$ -	\$ -
105-50-53-538-53160	<u>Professional Service - Legal</u>	\$ 123,752.75	\$ 9,803.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ -	\$ -
	<u>Accounting & Internal Audit Services</u>											
105-50-53-538-53200	<u>Independent Annual Audit Services</u>	\$ 17,050.00	\$ 2,300.00	\$ 22,000.00	\$ 5,220.00	\$ 33,046.50	\$ -	\$ -	\$ 14,018.88	\$ -	\$ -	\$ 30,000.00
105-50-53-538-53400	<u>Other Services -</u>	\$ 5,825.71	\$ 4,333.88	\$ 32,000.00	\$ 21,802.11	\$ 67,056.94	\$ -	\$ -	\$ 33,384.14	\$ -	\$ -	\$ 65,000.00
105-50-53-538-53480	<u>Other Services - PBC Admin Fee</u>	\$ 3,220.00	\$ 3,220.00	\$ 24,000.00	\$ 16,768.82	\$ 17,231.09	\$ -	\$ -	\$ 6,257.33	\$ -	\$ -	\$ 24,000.00
	Sub Totals	\$ -	\$ 167,710.22	\$ 19,657.18	\$ 239,365.00	\$ 89,462.39	\$ 143,173.08	\$ 2,164.92	\$ 42,200.00	\$ 55,530.61	\$ -	\$ 121,000.00
Physical Environment-O&M Canals												
105-50-53-538-53834	<u>Canal Maintenance Service</u>											\$ -
105-50-53-538-54600	<u>Repair and Maintenance Service- Canal</u>	\$ 31,802.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,361.77	\$ -	\$ -	\$ -
105-50-53-538-54680	<u>Repair and Maintenance Svc -</u>	\$ 81,753.27	\$ 8,360.11	\$ 200,000.00	\$ 109,538.32	\$ 31,542.76	\$ 62,775.56	\$ 100,000.00	\$ 126,226.79	\$ -	\$ -	\$ 200,000.00
105-50-53-538-54970	<u>Other Current Charges - Permits</u>	\$ 2,537.60	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-54980	<u>Other Current Charges - Miscellaneous</u>	\$ 4,113.51	\$ 1,280.96	\$ 9,000.00	\$ 7,953.15	\$ 5,010.73	\$ 6,534.77	\$ 2,100.00	\$ 2,601.37	\$ -	\$ -	\$ 2,000.00
105-50-53-538-55210	<u>Fuel</u>	\$ 24,051.44	\$ 449.34	\$ 25,000.00	\$ 17,993.33	\$ 29,138.64	\$ 44,412.19	\$ 45,000.00	\$ 26,044.63	\$ -	\$ -	\$ 45,000.00
105-50-53-538-55220	<u>Lubricants</u>	\$ 772.08	\$ 331.62	\$ 3,000.00	\$ 2,538.00	\$ 2,081.59	\$ 2,788.53	\$ 4,000.00	\$ 400.78	\$ -	\$ -	\$ 4,000.00
105-50-53-538-56400	<u>Machinery and Equipment</u>	\$ 4,187.48	\$ -	\$ 155,000.00	\$ 114,023.88	\$ 10,345.00	\$ 315,198.12	\$ -	\$ 23,195.86	\$ -	\$ -	\$ 30,000.00
	Sub Totals	\$ -	\$ 149,217.45	\$ 10,422.03	\$ 394,500.00	\$ 252,046.68	\$ 78,118.72	\$ 431,709.17	\$ 151,100.00	\$ 180,831.20	\$ -	\$ 281,000.00
Physical Environment-O&M Roads												
105-50-54-541-54670	<u>Traffic Control Signs</u>		\$ -	\$ 20,000.00	\$ -	\$ 2,713.88	\$ 10,596.75	\$ 25,000.00	\$ 2,544.82	\$ -	\$ -	\$ 25,000.00
105-50-54-541-54680	<u>Repair and Maintenance - Machinery</u>		\$ 2,442.95	\$ 45,000.00	\$ 2,252.47	\$ 21,996.34	\$ 48,448.00	\$ 21,000.00	\$ 37,483.52	\$ -	\$ -	\$ 40,000.00
105-50-54-541-55200	<u>Operating Supplies</u>	\$ 6,038.90	\$ 387.03	\$ 50,000.00	\$ 41,161.75	\$ 12,445.66	\$ 12,899.35	\$ 40,000.00	\$ 7,618.78	\$ -	\$ -	\$ 40,000.00
105-50-54-541-55300	<u>Road Materials & Supplies</u>	\$ 36,441.93	\$ -	\$ 216,000.00	\$ 452.60	\$ 1,786.73	\$ 105.93	\$ 15,000.00	\$ 450.00	\$ -	\$ -	\$ 15,000.00
105-50-54-541-55310	<u>Road Maintenance and Service</u>	\$ 3,300.00	\$ -	\$ -	\$ 474,185.26	\$ 30,403.23	\$ 11,185.71	\$ 257,300.00	\$ 98,604.55	\$ -	\$ -	\$ 285,000.00
	Sub Totals	\$ -	\$ 45,780.83	\$ 2,829.98	\$ 331,000.00	\$ 518,052.08	\$ 69,345.84	\$ 83,235.74	\$ 358,300.00	\$ 146,701.67	\$ -	\$ 405,000.00
Communications & Technology												
105-50-53-538-54910	<u>Computer hardware & Software</u>	\$ 1,988.26	\$ 1,444.28	\$ 5,000.00	\$ 1,499.00	\$ 379.98	\$ 2,716.24	\$ 5,250.00	\$ 13,468.94	\$ -	\$ -	\$ 20,000.00

105-50-53-538-54100	<u>Communication Services</u>	\$ 6,573.11	\$ 1,515.26	\$ 8,500.00	\$ 9,376.59	\$ 12,548.89	\$ 18,217.98	\$ 13,650.00	\$ 19,295.23	\$ 24,000.00
	<u>Sub Totals</u>	\$ -	\$ 8,561.37	\$ 2,959.54	\$ 13,500.00	\$ 10,875.59	\$ 12,928.87	\$ 20,934.22	\$ 18,900.00	\$ 32,764.17
Non-departmental										
105-50-53-538-54440	<u>Retnal and Leases - Equip. Storage, etc</u>	\$ 3,597.26	\$ 22.00	\$ 160,000.00	\$ 69,414.77	\$ 54,486.02	\$ 135,121.35	\$ 250,000.00	\$ 250,927.48	\$ 303,000.00
105-50-54-541-54440	<u>Retnal and Leases - Equip. Storage, etc</u>								\$ (3,025.94)	\$ -
105-50-53-538-54700	<u>Printing & Binding</u>	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-54900	<u>Other Current Charges</u>		\$ -	\$ -	\$ -	\$ 102.71	\$ -	\$ -	\$ -	\$ -
105-50-53-538-54901	<u>Indirect Cost Allocations</u>		\$ -	\$ -	\$ 170,000.00	\$ 170,000.00	\$ 172,500.00	\$ 172,500.00	\$ 172,500.00	\$ 172,500.00
105-50-53-538-54930	<u>Election Expense</u>	\$ 5,721.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-54960	<u>Legal Advertising</u>	\$ 3,500.00	\$ 350.00	\$ 1,000.00	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-54500	<u>Insurance</u>	\$ 46,778.00	\$ 11,297.52	\$ 50,000.00	\$ 50,000.00	\$ 68,707.50	\$ 52,550.00	\$ 80,000.00	\$ 86,275.94	\$ 110,000.00
105-50-53-538-54000	<u>Travel</u>	\$ 2,163.82	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-54200	<u>Postage and Freight</u>	\$ 1,757.38	\$ -	\$ 500.00	\$ -	\$ 110.00	\$ 109.85	\$ -	\$ 132.57	\$ -
105-50-53-538-54300	<u>Utilities Services</u>	\$ 12,994.31	\$ 970.74	\$ 16,000.00	\$ 9,812.34	\$ 10,659.05	\$ 12,968.95	\$ 20,000.00	\$ 13,704.62	\$ 10,000.00
105-50-53-538-54990	<u>Bank Charges</u>	\$ 6,827.50	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 64.15	\$ -
105-50-53-538-54999	<u>Closing Bank Accounts</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-55100	<u>Office Supplies</u>	\$ 7,626.20	\$ -	\$ 500.00	\$ 928.43	\$ 1,363.90	\$ 1,920.37	\$ 1,450.00	\$ 1,355.66	\$ 1,000.00
105-50-53-538-55400	<u>Books, Publications, Subscriptions</u>	\$ 4,283.31	\$ -	\$ 2,000.00	\$ 91.63	\$ -	\$ 116.94	\$ 2,100.00	\$ 51.15	\$ 2,000.00
105-50-53-538-55500	<u>Training</u>		\$ -	\$ 2,000.00	\$ -	\$ -	\$ 889.49	\$ 2,100.00	\$ 1,153.10	\$ 2,000.00
105-50-54-541-55500	<u>Education & Training</u>		\$ -	\$ -	\$ -	\$ -	\$ 720.00	\$ 1,000.00	\$ -	\$ 1,000.00
105-50-54-541-55400	<u>Books, Publications, Subscriptions</u>		\$ -	\$ -	\$ 188.09	\$ 345.88	\$ 214.27	\$ -	\$ 20.89	\$ -
	<u>Sub Totals</u>	\$ -	\$ 91,952.02	\$ 12,618.26	\$ 74,000.00	\$ 231,440.49	\$ 251,289.04	\$ 241,989.87	\$ 529,150.00	\$ 523,159.61
Capital Outlay										
105-50-53-538-56100	<u>Right of Way Deed</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Sub Totals</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service										
105-50-53-538-57101	<u>Principal</u>		\$ -	\$ 271,000.00	\$ 611,000.00	\$ 210,833.65	\$ -	\$ -	\$ -	\$ -
105-50-54-541-57101	<u>Principal</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-57200	<u>Loan Payment</u>	\$ 255,000.00	\$ 263,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-57201	<u>Interest Expense</u>	\$ 50,256.69	\$ 21,226.00	\$ 35,000.00	\$ 30,089.47	\$ 30,760.96	\$ -	\$ -	\$ -	\$ -
105-50-54-541-57201	<u>Interest Expense</u>	\$ 50,256.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-57210	<u>Loan Interest Expense</u>	\$ 6,978.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-54-541-57301	<u>Other debt service costs</u>		\$ -	\$ -	\$ 1,800.00	\$ 4,725.00	\$ 3,000.00	\$ -	\$ -	\$ 5,000.00
105-50-53-538-57220	<u>Capital Leases Principal</u>	\$ 94,010.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,750.00	\$ -	\$ -
	<u>Sub Totals</u>	\$ -	\$ 456,502.76	\$ 284,226.00	\$ 306,000.00	\$ 642,889.47	\$ 246,319.61	\$ 3,000.00	\$ 6,750.00	\$ 5,000.00
Transfers										
105-50-54-541-59000	<u>Transfer to Fund Balance</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105-50-53-538-53891	<u>Transfer from Revenue</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Sub Totals</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expenses	\$ -	\$ 1,505,942.43	\$ 474,626.08	\$ 1,840,865.00	\$ 2,160,367.96	\$ 1,273,541.85	\$ 1,389,826.27	\$ 1,931,800.00	\$ 1,485,001.19
	NET SURPLUS/(DEFICIT)	\$ -	\$ (46,659.43)	\$ (284,204.00)	\$ 160,000.00	\$ (101,852.63)	\$ 703,089.37	\$ 390,450.07	\$ (145,000.00)	\$ 286,617.65

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

REVENUES

Intergovernmental										
305-01-33-337-33700	<u>Local Gov't Unit Grant - Physical Environment</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00
	<u>ARPA FUNDS</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Sub Totals</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00
Miscellaneous										
305-01-36-366-36991	<u>Contributions & Donations - Private Sources</u>	\$ 926,941.84	\$ 251,454.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,459.00	\$ -
	<u>Sub Totals</u>	\$ 926,941.84	\$ 251,454.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,459.00	\$ -
Transfers										
305-01-38-381-38100	<u>Transfer from Fund Balance</u>		\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-01-38-381-38110	<u>Contribution from General Fund</u>	\$ 311,664.00	\$ -	\$ -	\$ 90,683.00	\$ -	\$ 335,572.00	\$ 247,000.00	\$ 247,000.00	\$ 750,000.00
305-01-38-381-38111	<u>Contributions from Transportation Fund</u>	\$ 9,874.86	\$ 890,073.00	\$ 107,500.00	\$ 200,000.00	\$ 497,500.00	\$ 151,836.00	\$ 126,900.00	\$ 126,900.00	\$ 130,000.00
305-01-38-381-38112	<u>Contributions from Surtax Fund</u>		\$ -	\$ 493,000.00	\$ -	\$ 1,134,195.34	\$ -	\$ 266,200.00	\$ 266,200.00	\$ 334,000.00
305-01-33-337-33750	<u>USE OF ARPA FUNDS</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,538,000.00	\$ 1,538,000.00	\$ -
	<u>Sub Totals</u>	\$ 321,538.86	\$ -	\$ 890,073.00	\$ 950,500.00	\$ 290,683.00	\$ 1,631,695.34	\$ 487,408.00	\$ 2,178,100.00	\$ 2,178,100.00
	Total Revenues	\$ 1,248,480.70	\$ 251,454.00	\$ 890,073.00	\$ 950,500.00	\$ 290,683.00	\$ 1,631,695.34	\$ 487,408.00	\$ 2,178,100.00	\$ 2,304,559.00

EXPENSES

Capital Outlay										
305-60-54-541-53100	<u>Professional Service</u>				\$ -	\$ -	\$ -	\$ 42,100.00	\$ -	\$ 50,000.00
305-60-54-541-56120	<u>Surveying Town Roads</u>	\$ 99,561.45	\$ 91,854.05	\$ 95,399.50	\$ -	\$ 38,898.46	\$ 5,065.93	\$ -	\$ 5,065.93	\$ 10,000.00
305-60-54-541-56130	<u>Road & Streets - New Construction</u>		\$ 25,473.25	\$ 493,000.00	\$ -	\$ 895.00	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56140	<u>Construction- Town Roads- Band D Rd.</u>	\$ 873,979.28	\$ 360,577.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56138	<u>Los Angeles Paving Project</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56139	<u>22nd Rd N - Flamingo & Paradise Paving Project</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56140	<u>Construction- Town Roads- Band D Rd.</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

305-60-54-541-56145	<u>SWA Grant</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56150	<u>Culver - Replacement</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,605.48	\$ 100,000.00
305-60-54-541-56151	<u>Culvert Collecting Canal and C</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56152	<u>Culvert E Rd and Collecting Canal</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56153	<u>Culvert replacement West D and Gruber</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56154	<u>161st and A Rd Bridge Culvert</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,000.00	\$ 108,000.00
305-60-54-541-56155	<u>11th Ter and D Road Bridge Culvert</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,000.00	\$ -
305-60-54-541-56156	<u>C Road and Collecting Canal Equestrian Br. Culver</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 193,089.00
305-60-54-541-56157	<u>Misc. Culvert failures/emergency repairs</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
305-60-54-541-56158	<u>E Rd and Collecting Canal Culvert</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,000.00	\$ 159,000.00
305-60-54-541-56300	<u>Okeechobee and Drd Traffic Light(Only used in Fy 14)</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56301	<u>W 25th St N Road Paving</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
305-60-54-541-56302	<u>W 25th St N Road Bed Rock</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
305-60-54-541-56303	<u>160th Ave N Road Paving</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 89,769.00
305-60-54-541-56304	<u>160th Ave N Road Bed Rock</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00
305-60-54-541-56305	<u>E North To SN Road Paving</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,000.00	\$ 206,553.00
305-60-54-541-56306	<u>E SN to NN Road Bed Rock</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
305-60-54-541-56307	<u>West G Road Paving</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 101,345.00
305-60-54-541-56308	<u>West G Road Bed Rock</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
305-60-54-541-56309	<u>E S Okeechobee to CC Road Paving</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 259,120.00
305-60-54-541-56310	<u>Roads & Streets - New Construction - 5c Collection Canal</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56311	<u>Folsom Road Paving</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 76,894.00
305-60-54-541-56313	<u>Collecting Canal Multiyear</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000.00	\$ 654,164.00
305-60-54-541-56314	<u>Collection Canal Road Bed Rock</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00
305-60-54-541-56330	<u>Pump House</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
305-60-54-541-56331	<u>Gate Repairs at A (Drainage)</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
305-60-54-541-56332	<u>Gate Repairs at D (Drainage)</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -
305-60-54-541-56333	<u>South E and Citrus Drainage w/o Tree Removal</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56400	<u>Drainage</u>	\$ 116,971.60	\$ 14,713.75	\$ 192,019.12	\$ -	\$ 127,380.20	\$ 53,097.68	\$ 9,055.00	\$ -	\$ -	\$ 9,582.77	\$ 50,000.00
305-60-54-541-56450	<u>Easments</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56500	<u>Trails</u>	\$ 33,067.00	\$ 8,150.00	\$ 9,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-56510	<u>Trails - Town</u>	\$ 29,349.05	\$ 3,250.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,862.50
305-60-54-541-56540	<u>Land Acquisition</u>	\$ 28,893.00	\$ 28,893.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 1,181,821.38	\$ 507,438.40	\$ 322,841.87	\$ 493,000.00	\$ 166,278.66	\$ 59,058.61	\$ 9,055.00	\$ 2,178,100.00	\$ 2,189,050.68	\$ 210,000.00	\$ -
Transfers												
305-60-54-541-59101	<u>Transfer to Transportation Fund</u>			\$ 196,825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-54-541-59405	<u>Transfer to Sanitation Fund</u>			\$ 410,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-58-581-59000	<u>Transfer to Fund Balance</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-58-581-59001	<u>Transfer to General Fund</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-58-581-59101	<u>Transfer to Transportation Fund</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-58-581-59103	<u>Transfer to L.O.S.T Fund</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
305-60-58-581-59405	<u>Transfer to Solid Waste Fund</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ 606,825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expenses	\$ 1,181,821.38	\$ 507,438.40	\$ 929,666.87	\$ 493,000.00	\$ 166,278.66	\$ 59,058.61	\$ 9,055.00	\$ 2,178,100.00	\$ 2,189,050.68	\$ 210,000.00	\$ -
	NET SURPLUS/(DEFICIT)	\$ 66,659.32	\$ (255,984.40)	\$ (39,593.87)	\$ 457,500.00	\$ 124,404.34	\$ 1,572,636.73	\$ 478,353.00	\$ -	\$ 115,508.32	\$ 1,754,000.00	\$ -
405 - Solid Waste												
REVENUES												
Assessments												
405-01-32-325-32520	<u>Solid Waste Assessments</u>	\$ 348,030.59	\$ 363,881.15	\$ 374,636.98	\$ 641,250.00	\$ 663,474.78	\$ 673,738.05	\$ 679,089.99	\$ 604,800.00	\$ 609,441.37	\$ 610,000.00	\$ 610,000.00
405-01-32-325-32522	<u>Discount Fees</u>	\$ (10,872.15)	\$ (11,514.42)	\$ (11,452.76)	\$ (30,500.00)	\$ (20,057.32)	\$ (21,428.16)	\$ (21,882.94)	\$ (30,240.00)	\$ (26,559.83)	\$ (25,000.00)	\$ (25,000.00)
	Sub Totals	\$ 337,158.44	\$ 352,366.73	\$ 363,184.22	\$ 610,750.00	\$ 643,417.46	\$ 652,309.89	\$ 657,207.05	\$ 574,560.00	\$ 582,881.54	\$ 585,000.00	\$ 585,000.00
Intergovernmental												
405-01-33-331-33134	<u>FEMA</u>		\$ 54,350.50	\$ 51,581.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405-01-34-331-33134	<u>FEMA</u>			\$ -	\$ -	\$ 103,892.84	\$ 50,272.10	\$ 675.44	\$ -	\$ -	\$ -	\$ -
405-01-34-343-34300	<u>SWA Recycling Income</u>	\$ 1,811.98	\$ 5,146.57	\$ 1,322.38	\$ 2,500.00	\$ 330.07	\$ -	\$ 2,404.14	\$ 1,900.00	\$ -	\$ -	\$ 2,000.00
	Sub Totals	\$ 1,811.98	\$ 59,497.07	\$ 52,903.90	\$ 2,500.00	\$ 104,222.91	\$ 50,272.10	\$ 3,079.58	\$ 1,900.00	\$ -	\$ -	\$ 2,000.00
Investment Income												
405-01-36-361-36110	<u>Interest</u>	\$ 649.92	\$ 322.15	\$ 363.05	\$ 500.00	\$ 1,775.41	\$ 1,355.51	\$ 1,285.18	\$ 500.00	\$ 171.53	\$ 1,000.00	\$ 1,000.00
	Sub Totals	\$ 649.92	\$ 322.15	\$ 363.05	\$ 500.00	\$ 1,775.41	\$ 1,355.51	\$ 1,285.18	\$ 500.00	\$ 171.53	\$ 1,000.00	\$ 1,000.00
Transfers												
405-01-38-381-38100	<u>Transfer from Fund Balance</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
405-01-38-381-38110	<u>Contribution from General Fund</u>	\$ 94,497.47	\$ 12,859.53	\$ -	\$ 77,950.00	\$ -	\$ 77,950.00	\$ 47,650.00	\$ 135,365.00	\$ 135,365.00	\$ 135,365.00	\$ 175,000.00
405-01-38-381-38135	<u>Transfer from CIP Fund</u>			\$ 410,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 94,497.47	\$ 12,859.53	\$ 410,000.00	\$ 77,950.00	\$ -	\$ 77,950.00	\$ 47,650.00	\$ 135,365.00	\$ 135,365.00	\$ 135,365.00	\$ 202,000.00
	Total Revenues	\$ 434,117.81	\$ 425,045.48	\$ 826,451.17	\$ 691,700.00	\$ 749,415.78	\$ 781,887.50	\$ 709,221.81	\$ 712,325.00	\$ 718,418.07	\$ 790,000.00	\$ -
EXPENSES												
Solid Waste Collection												
405-70-53-534-53401	<u>Contractual Waste Oversight</u>	\$ 428,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

405-70-53-534-53409	<u>Other Sanitation Service</u>	\$ 148.00	\$ 83,342.86	\$ 350,157.96	\$ -	\$ 2,997.71	\$ 1,142.28	\$ 17,602.74	\$ 15,000.00	\$ 6,682.01	\$ 10,000.00
405-70-53-534-53440	<u>Other Services - Solid Waste Contractor</u>		\$ 465,481.76	\$ 459,099.04	\$ 682,200.00	\$ 694,596.18	\$ 691,960.32	\$ 648,904.11	\$ 689,700.00	\$ 710,826.75	\$ 770,000.00
	Sub Totals	\$ 428,788.00	\$ 548,824.62	\$ 809,257.00	\$ 682,200.00	\$ 697,593.89	\$ 693,102.60	\$ 666,506.85	\$ 704,700.00	\$ 717,508.77	\$ 780,000.00
Non-departmental											
405-70-53-534-53480	<u>PBC Admin Fee 1%</u>	\$ 5,143.20	\$ 3,715.47	\$ 5,389.16	\$ 8,000.00	\$ 5,887.04	\$ 6,168.23	\$ 6,695.90	\$ 6,050.00	\$ 4,164.56	\$ 10,000.00
405-70-53-534-54200	<u>Postage and Freight</u>	\$ 983.50	\$ 25.00	\$ 25.00	\$ 1,000.00	\$ -	\$ 41.00	\$ -	\$ 1,050.00	\$ 52.42	\$ -
405-70-53-534-54960	<u>Other Services - Legal Advertising</u>	\$ 700.00	\$ 700.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 525.00	\$ -	\$ -
405-70-53-538-55200	<u>Operating Supplies</u>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ 6,826.70	\$ 4,440.47	\$ 5,414.16	\$ 9,500.00	\$ 5,887.04	\$ 6,209.23	\$ 6,695.90	\$ 7,625.00	\$ 4,216.98	\$ 10,000.00
Contingency											
405-70-53-534-59990	<u>Contingency</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers											
405-70-58-581-59000	<u>Transfer to Fund Balance</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405-70-58-581-59001	<u>Transfer to General Fund</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405-70-58-581-59101	<u>Transfer to Transportation Fund</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405-70-58-581-59103	<u>Transfer to L.O.S.T Fund</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405-70-58-581-59305	<u>Transfer to C.I.P.Fund</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expenses	\$ 435,614.70	\$ 553,265.09	\$ 814,671.16	\$ 691,700.00	\$ 703,480.93	\$ 699,311.83	\$ 673,202.75	\$ 712,325.00	\$ 721,725.74	\$ 790,000.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	NET SURPLUS/(DEFICIT)	\$ (1,496.89)	\$ (128,219.61)	\$ 11,780.01	\$ -	\$ 45,934.85	\$ 82,575.67	\$ 36,019.06	\$ -	\$ (3,307.67)	\$ -

TOWN OF LOXAHATCHEE GROVES

Proposed 2022-2023 Fiscal Year Budget (FY23)

FY23 Budget Workbook: Revision 1 for Budget Workshop August 2022

CAPITAL PROJECTS WORKSHEET

		Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
Road Paving Plan (overlay program)								
A South	1.25 miles	\$ 250,000		2024		\$ 250,000		
B North	0.5 miles	\$ 95,000		2024		\$ 95,000		
E North to SN	1 miles	\$ 188,000		2023	\$ 188,000			
E S Okee to CC	1.25 miles	\$ 250,000		2023	\$ 250,000			
E S to Southern	0.4 miles	\$ 80,000		2024		\$ 80,000		
N North	2 miles	\$ 319,000		2024		\$ 319,000		
West G	0.5 miles			2023	\$ 100,000			
W 25th St N	0.25 miles			2023	\$ 50,000			
Folsom	0.3 miles	\$ 60,000		2023	\$ 60,000			
6th Ct	0.75 miles							
Tangerine	0.5 miles	\$ 100,000		2024		\$ 100,000		
E Citrus	0.5 miles	\$ 100,000		2024		\$ 100,000		
147th				2024				
160th Ave N	0.4 miles			2023	\$ 80,000			
161st Ter N	2 miles							
Collect Canal	3.25 miles	\$ 650,000		2023-2024	\$ 650,000	\$ 100,000		
Casey Rd	0.75 miles	\$ 150,000		2025			\$ 150,000	
Compton	0.75 miles	\$ 150,000		2025			\$ 150,000	
Bryan	0.75 miles	\$ 150,000		2025			\$ 150,000	
Marcella	0.75 miles	\$ 150,000		2025			\$ 150,000	
Gruber	0.5 miles	\$ 100,000		2025			\$ 100,000	
		<u>\$ 2,792,000</u>			<u>\$ 1,378,000</u>	<u>\$ 1,044,000</u>	<u>\$ 700,000</u>	
Road Rock Plan (rebuilding of road beds)								
South 'E' and Citrus		\$ 112,800		2024		\$ 112,000		
A South	1.25 miles	\$ 80,000		2024		\$ 80,000		
B North	0.5 miles	\$ 40,000		2024		\$ 40,000		
E SN to NN	1 miles	\$ 65,000		2023	\$ 50,000			
E S to Southern	0.4 miles	\$ 40,000		2024		\$ 40,000		
N North	2 miles	\$ 160,000		2025			\$ 160,000	
S North	.15 miles							
West G	0.5 miles	\$ 40,000		2023	\$ 5,000			

W 25th St N	0.25 miles	\$ 20,000	2023	\$ 5,000		
Folsum	0.3 miles	\$ 30,000	2025		\$ 30,000	
6th Ct	0.75 miles	\$ 158,400	2024	\$ 158,400		
Tangerine	0.5 miles	\$ 65,000	2024	\$ 65,000		
E Citrus	0.5 miles	\$ 45,000	2024	\$ 45,000		
147th	0.125 miles	\$ 10,000	2024	\$ 10,000		
161st Ter N	2 miles	\$ 130,000	2024	\$ 130,000		
160th Ave N	0.4 miles	\$ 53,600	2023	\$ 30,000		
22nd N/F/P	0.6 miles					
Collect Canal	3.25 miles	\$ 30,000	2023	\$ 30,000		
Casey Rd	0.75 miles	\$ 65,000	2024	\$ 65,000		
Gruber	0.5 miles	\$ 40,000	2024	\$ 40,000		
		<u>\$ 1,184,800</u>		<u>\$ 120,000</u>	<u>\$ 785,400</u>	<u>\$ 190,000</u>

Required Drainage Repairs

Maintenance program to improve conveyance and drainage

Specific Maintenance Projects

Pump House	\$ 25,000	2023	\$ 10,000
Gate Repairs at 'A'	\$ 10,000	2023	\$ 10,000
Gate Repairs at 'D'	\$ 25,000	2023	\$ 15,000
	<u>\$ 60,000</u>		<u>\$ 35,000</u>

Swales & Culverts

North A Road Drainage	\$ 160,000	2024	\$ 160,000
North B Road Drainage	\$ 160,000	2024	\$ 160,000
North C Road Drainage	\$ 160,000	2024	\$ 160,000
South D Road Drainage:	\$ 160,000	2024	\$ 160,000
Tangerine			
Collecting Canal			
Southern Blvd (including trail in swale)			
South E and Citrus Drainage (Without tree removal)	\$ 90,000	2023	\$ 90,000
	<u>\$ 730,000</u>		<u>\$ 90,000</u> <u>\$ 640,000</u>

Specific Culvert Locations

161st and A Rd Bridge Culvert	\$ 108,000	2023	\$ 108,000
11th Ter and D Rd Bridge Culvert	\$ 126,000	2023	\$ 126,000
E Rd and Collecting Canal Culvert	\$ 159,000	2023	\$ 159,000
C Rd and Collecting Canal Equestrian Bridge Culvert (net anticipated cost)	\$ 110,000	2023	\$ 110,000
Miscellaneous culvert failures/emergency repairs (5-7 culverts)	\$ 200,000	<i>annually</i> 2023-2026	\$ 100,000 \$ 150,000 \$ 200,000 \$ 200,000
	<u>\$ 703,000</u>		<u>\$ 603,000</u> <u>\$ 150,000</u> <u>\$ 200,000</u> <u>\$ 200,000</u>

Repair and Maintenance Canals

Cost to restore banks to 1.5:1 slope (30 Miles at 5% annually

over 20 years) = 1.5 Miles at \$150.00 /LF	\$ 1,210,500	\$ 24,260,000	2023-2039	\$ 50,000	\$ 1,210,500	\$ 1,210,500	\$ 1,210,500
Seven Locks/Weirs at \$150,000 each location	\$ 350,000	\$ 1,050,000	2023-2025		\$ 350,000	\$ 350,000	\$ 350,000
	<u>\$ 1,560,500</u>	<u>\$ 25,310,000</u>		<u>\$ 50,000</u>	<u>\$ 1,560,500</u>	<u>\$ 1,560,500</u>	<u>\$ 1,560,500</u>

Other Specific Road & Drainage Improvements

Paving & drainage improvements on Town roads:

Refurbish edges and resurface all 2 miles of OGEM (North road)	\$ 360,000	TBD
Collecting Canal System Rehab (estimate from prior years RETGAC)	\$ 1,100,000	TBD
Catch Basin Project	TBD	TBD
Public Footprint (surveys, mapping & title searches)	TBD	TBD
Intersection Signals		
Okeechobee at D road, F & Folsom	TBD	TBD
SWM System Improvements (estimate from prior years RETGAC)		
Annual surface water management infrastructure project(s) to improve flood control, adherence to NPDES requirements and water quality.	TBD	TBD
	<u>\$ 1,460,000</u>	

Trails System

Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.

North Road Trail (estimate from prior years RETGAC)	\$ 95,000	TBD
Horse crossings at B, D and F Roads along canal heads	TBD	TBD
Hand pump and trail amenities at C	TBD	TBD
Development of a Linear Park from A Road to Folsom Road South of Collecting Canal Road	TBD	TBD
Other Trails Improvements	TBD	TBD
	<u>\$ 95,000</u>	<u>\$ -</u>

Other Capital Projects

Public Works Equipment Storage Building (estimate from prior years RETGAC)	\$ 1,388,000	TBD
School Bus Stops Shelters \$25,000 each	\$ 25,000	TBD
	<u>\$ 1,413,000</u>	
	<u>\$ 9,998,300</u>	<u>\$ 2,276,000 \$ 4,179,900 \$ 2,650,500 \$ 1,760,500</u>

Other Road Materials and Supplies (Budgeted in Public Works)

Road Maintenance						
Miscellaneous Annual Rock Replenishment	\$ 150,000	<i>annually</i>	2023	\$ 150,000	\$ 150,000	\$ 150,000 \$ 150,000
Road Rehabilitation						
North Road (millings--see paving estimate below)	\$ 60,000		2023	\$ 30,000		
Berm and sod replacement	\$ 50,000		2023			
Roadway Signage (uniformity)	\$ 25,000	<i>annually</i>	2023	\$ 15,000	\$ 25,000	\$ 25,000 \$ 25,000
	<u>\$ 285,000</u>			<u>\$ 195,000</u>	<u>\$ 175,000</u>	<u>\$ 175,000 \$ 175,000</u>

Rental/Lease Option Machinery & Equipment (Budgeted in Public Works)

Tractor Mower	\$ 45,000		2023-2026	\$ 45,000	\$ 45,000	\$ 45,000
Mower (Kubota)	\$ 60,000		2022-2024	\$ 60,000	\$ 60,000	
Grader	\$ 50,000		2022-2024	\$ 50,000	\$ 50,000	
Dump Truck 10-12 Tons	\$ 60,000		2024-2026		\$ 60,000	\$ 60,000

Roller	\$ 50,000		\$ 50,000	\$ 50,000
	<u>\$ 265,000</u>	2024-2026	<u>\$ 265,000</u>	<u>\$ 155,000</u>
			<u>\$ 2,626,000</u>	<u>\$ 4,619,900</u>
	<u>\$ 10,548,300</u>		<u>\$ 2,980,500</u>	<u>\$ 1,935,500</u>

ARPA Funds Available:

Total received	\$ 1,798,000
Applied in 2022:	
Backhoe	\$ (160,000)
D & Gruber Culvert	\$ (100,000)
Included in PW Budget for Equipment Purchases/Leases	
	<u>\$ 1,538,000</u>

Other Capital Funds Available:

General Fund	\$ 247,000
Gas Tax Funds	\$ 126,900
Surtax Funds	\$ 266,200
	<u>\$ 640,100</u>
	<u>\$ 2,178,100</u>

Recommended Use of Capital Funds in 2023:

Road Paving Plan (<i>overlay program</i>)	\$ 1,378,000
Road Rock Plan (<i>rebuilding of road beds</i>)	\$ 120,000
Required Drainage repairs & maintenance	\$ 35,000
Specific Culvert Locations	\$ 603,000
Canal Restoration (<i>plan/study</i>)	\$ 50,000
Available/find	\$ (7,900)
	<u>\$ 2,178,100</u>