

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

MAY 07, 2024 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Margaret Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

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

Town Clerk, Valerie E. Oakes

Public Works Director, Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

- 1.** Approval on ***Resolution No. 2024-30*** Relating to the First Amendment to Amended and Restated Interlocal Agreement for Radio Communications through the Countywide Common Talk Groups
- 2.** Approval on ***Resolution No. 2024-21*** Approving a Schedule for the Town Council Meeting Dates
- 3.** Approval on ***Resolution No. 2024-19*** Relating to Procedures & Public Participation of Town Boards and Committees
- 4.** Ratification of Approval on ***Resolution No. 2024-22*** Re-Establishing the Loxahatchee Groves Agritourism Committee through April 10, 2024 and Distribution of Initial Committee Report
- 5.** Approval of ***Resolution No. 2024-23*** Appointing Members to the Finance Audit and Advisory Committee
- 6.** Approval on ***Resolution No. 2024-24*** Appointing Members to the Planning & Zoning Board
- 7.** Approval on ***Resolution No. 2024-25*** Accepting an Easement for 14281 Collecting Canal Road, Loxahatchee, FL 33470
- 8.** Approval on ***Resolution No. 2024-13*** Accepting an Easement for 15045 Collecting Canal Road
- 9.** Approval on ***Resolution No. 2024-26*** Authorizing the Required Entry by the Town into the State of Florida Division of Emergency Management

- [10.](#) Approval on **Resolution No. 2024-27** Approving Purchase Order to Procure a 2025 Freightliner M2 12 Yard Dump Truck
- [11.](#) Approval on **Resolution No. 2024-28** Approving the Disposal of Surplus Property
- [12.](#) Receive & File Quarterly Reports

RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER CONTROL DISTRICT

CONSENT AGENDA

- [13.](#) Approval on **Resolution No. 2024-DD03** Establishing a Schedule of its Regular Meetings for Fiscal Year 2024-2025.

RECONVENE TOWN COUNCIL MEETING

PRESENTATIONS

- [14.](#) FY 2023 Annual Report, Palm Beach County Fire Rescue
- [15.](#) FY 2023 Financial Audit by Andrew S. Fierman, Caballero Fierman Llerena & Garcia LLP
- [16.](#) FY 2024 Second Quarterly Financial Report by Chris Wallace, Munilytics
- [17.](#) Discussion of Code Compliance and Foreclosures

REGULAR AGENDA

- [18.](#) Approval on **Resolution No. 2024-20** Adopting Revisions to the Town Council Rules of Order and Procedure
- [19.](#) Approval on **Ordinance No. 2024-03** on First Reading Amending Chapter 2 “Administration”, Article II “Town Council”
- [20.](#) Approval on **Ordinance No. 2024-06** on First Reading Adopting Chapter 2 “Administration”, Article VII “Town Advisory Boards”
- [21.](#) Approval on **Ordinance No. 2024-05** on First Reading Providing that in the event there is no Contract for Law Enforcement Services in effect between the Town and the Palm Beach County Sheriff’s Office (“PBSO”) or an Adjoining Municipality, the Law Enforcement Services in the Town will be the Standard Law Enforcement Services Provided by the PBSO.

PUBLIC HEARING

- [22.](#) Consideration of **Ordinance No. 2024-02** on Second Reading Repealing Ordinance 2023-04 and Adopting the Annual Update to the Capital Improvements Element of the Comprehensive Plan; and Approval on **Resolution No. 2024-29** Adopting a Budget Amendment for FY 2023-24
- [23.](#) Consideration of **Ordinance No. 2024-04** on First Reading Amending the Unified Land Development Code Section 10-015, “Definitions”, and Section 20-015, “Residential Zoning Districts”

QUASI-JUDICIAL PUBLIC HEARING

None.

DISCUSSION

- [24.](#) Updates, Items of Interest and Future Agenda Items

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2)

Councilmember Phillis Maniglia (Seat 1)

Councilmember Robert Shorr (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed

at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Approval on *Resolution No. 2024-30* approving the First Amendment to the Amended and Restated Agreement R2019-1627 between Palm Beach County and the Town of Loxahatchee Groves to participate in County-wide Radio System

Background:

The County requested the Town renew its existing agreement for participation in the County-wide radio system, no later than the Council's May 7th meeting, so that the County may approve all renewals of its June or July Commission meeting. Palm Beach County and municipalities throughout the County, including the Town, have entered into a series of agreements setting forth the terms and conditions by which the County provides interoperable radio communications and access to county-wide Common Talk Groups. This ensures the first responders and government agencies will be able to communicate with each other on the County's radio system. This is obviously very important in the event of an emergency that may affect normal communication systems.

A copy of the current agreement and the first amendment to that agreement are attached. The term of the current agreement expires in July of 2024. The first amendment to the agreement will renew the agreement until July of 2029. In 2029, under the terms of the current agreement, there will be an opportunity to extend the agreement for an additional 5 years to 2034. The first amendment also updates the type of equipment municipalities need to have in order to participate on the system.

Resolution No. 2024-30 approves the first amendment to the agreement. The first amendment will then be presented to the County Commission for their approval.

Recommendation:

Motion to approve *Resolution No. 2024-30* approving the First Amendment to the Amended and Restated Agreement R2019-1627 between Palm Beach County and the Town of Loxahatchee Groves.

RESOLUTION NO. 2024-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT R2019-1627 BETWEEN PALM BEACH COUNTY AND THE TOWN OF LOXAHATCHEE GROVES SETTING FORTH THE TERMS AND CONDITIONS BY WHICH THE COUNTY PROVIDES INTEROPERABLE RADIO COMMUNICATIONS THROUGH THE COUNTYWIDE COMMON TALK GROUPS TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 21, 2009 the County and the Town entered into an Interlocal Agreement (R2009-1172), that was subsequently amended by the First Amendment to Interlocal Agreement (R2014-0595) on May 6, 2014 (Collectively the 2009 Interlocal Agreement); and

WHEREAS, on October 22, 2019, the County and the Town entered into an Amended and Restated Interlocal Agreement (R2019-1627), hereinafter referred to as the 2019 Interlocal Agreement, which replaced the 2009 Interlocal Agreement and set forth the terms and conditions for all interoperable radio communications and set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies; and

WHEREAS, the 2019 Interlocal Agreement provided in Section 10, for an initial five (5) year term with the possibility of the Agreement being renewed for two (2) additional five (5) year terms; and

WHEREAS, the First Amendment to the Amended and Restated Agreement R2019-1627 (attached as “Exhibit A”) renews the 2019 Agreement for and additional 5 years through July 20, 2024 and sets forth revised standards for the Town’s equipment so that is P25 compliant 800 MHz mobile, portable and control station equipment programmed to be used on the County’s system; and

WHEREAS, the Town Council desires to renew the 2019 Interlocal Agreement with the County and has determined entering into the Agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the First Amendment to the Amended and Restated Agreement R2019-1627 attached hereto as Exhibit "A" for such purposes.

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

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

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

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

R2019 1627

AMENDED AND RESTATED 800 INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of OCT 22 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the Town of Loxahatchee Groves, a municipal corporation of the State of Florida ("Municipality").

WITNESSETH

WHEREAS, on July 21, 2009, the County and the Municipality entered into an Interlocal Agreement (R2009-1172), that was subsequently amended by the First Amendment to Interlocal Agreement (R2014-0595) on May 6, 2014 (Collectively the 2009 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the Municipality; and

WHEREAS, to set forth the terms and conditions for all interoperable radio communications, this Agreement amends and restates, in its entirety, and replaces, the 2009 Interlocal Agreement; and

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality can access the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as "agency radios," are Municipality owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00

p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The Municipality is required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04

below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Municipality’s duty to keep the County’s access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County’s System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County’s System Manager. The Federal Shared Encryption Key (“Key”) is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County’s System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. *Commercial service providers are not considered authorized to receive access to the Key.* Keyloading of the Municipality’s end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality’s encryption key loader(s) in a secure and locked location when not in use. The Municipality must immediately notify the County’s System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality must not program the Key into any non-public safety radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality must not release the Key algorithm, in its written form, to anyone. The Municipality must not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality’s duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning Municipality Equipment. The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 Stolen or Lost Municipality Radios. In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY MUNICIPALITY

The Municipality will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Municipality will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Municipality a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Municipality's radios being activated on the County's Public Safety Radio System. The Municipality is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency’s communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Required Monitoring. Agencies requesting to use the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County’s System. The Municipality has decided to enter into this Agreement and use the County’s System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 No Waiver of Sovereign Immunity. The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality’s negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party’s negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed

to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence retroactively on July 20, 2019. This Agreement is intended to replace former Agreement R2009-1172 as amended by R2014-0595 and maintain continuous services.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Municipality:

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

Michael D. Cirullo, Jr., Esq.
Town of Loxahatchee Groves
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

SECTION 14: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Municipality's officers.

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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


R2019 1627

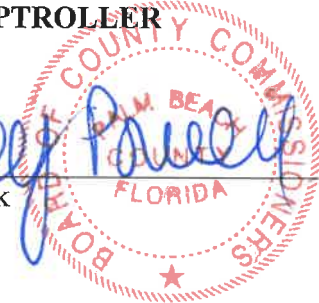
ATTEST:


OCT 22 2019

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 
Deputy Clerk



By: 
Mack Bernard, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


APPROVED AS TO TERMS AND
CONDITIONS:

By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations


ATTEST:

**THE TOWN LOXAHATCHEE
GROVES, Florida.**

By: 
Lakisha Burch, Town Clerk

By: 
Robert Shorr, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 
Town Attorney

ATTACHMENT I
PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Agreement R2019-1627 dated July 2, 2019, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the Town of Loxahatchee Groves, a municipal corporation of the State of Florida (“Municipality”).

In consideration of the mutual promises contained herein, the County and Municipality agree as follows:

- 1. The term of the Agreement, is renewed beginning on July 20, 2024 and continuing through July 19, 2029, pursuant to the exercise of the first renewal option for five (5) years.

- 2. Section 2.03 of the Agreement is deleted in its entirety and replaced with the following:

2.03 Municipality Equipment: Also known as “municipality radios,” are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum and that have the ability to be programmed and used on the County’s System.

- 3. Section 5.01 of the Agreement is deleted in its entirety and replaced with the following:

5.01 Municipality Equipment. The Municipality’s equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County’s System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

- 4. The Agreement is hereby modified to add the following:

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, , and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Municipality’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that

Municipality has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Municipality and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**THE TOWN LOXAHATCHEE
GROVES, Florida.**

By: _____
Valerie Oakes, Interim Town Clerk

By: _____
Laura Donowski, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Approval on Resolution No. 2024-21 - Approving a Schedule for the Town Council Meeting Dates.

Background:

At the beginning of each year, the Town Council is presented with a calendar of scheduled Town Council Regular Meeting dates. These meeting dates are subject to change at the approval of the Town Council.

The Town Council Regular Meetings are held the 1st Tuesday of the Month:

- May 21, 2024 – Workshop & Special Meeting at 6:30 PM
- June 4, 2024 – Quasi-Judicial Workshop Meeting at 5:00 PM
- June 4, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- June 18, 2024 – Workshop & Special Meeting/Comp Plan Review at 6:30 PM
- July 2, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- August 6, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- September 3, 2024 – Community Discussion at 6:00 PM & Regular Meeting/1st Budget Hearing at 6:30 PM
- September 18, 2024 – Community Discussion at 6:00 PM & Regular Meeting/Final Budget Hearing at 6:30 PM
- October 1, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- November 5, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM
- December 3, 2024 – Community Discussion at 6:00 PM & Regular Meeting at 6:30 PM

Below are the Budget Hearing dates for the County and the School District.

- July 31, 2024 at 5:05 PM – PBC School Board's FY 25 – Budget Hearing – Tentative
- September 4, 2024 – PBC School Board's FY 25 – Budget Hearing – Final Adoption
- September 10, 2024 at 5:05 PM – PBC BCC – Budget Hearing – 1st Public Hearing
- September 17, 2024 at 5:05 PM – PBC BCC – Budget Hearing – 2nd Public Hearing

COUNCIL MEETING SCHEDULE APRIL TO DECEMBER 2024

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April 2nd Town Council Regular Meeting
April 16th Town Council Workshop

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 7th Town Council Regular Meeting
May 21st Town Workshop Meeting
May 27th Memorial Day-HOLIDAY

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 4th Quasi-Judicial Workshop Meeting
June 4th Town Council Regular Meeting
June 4th LGWCD Regular Meeting
June 18th Town Council Workshop & Special Meeting Meeting/ Comp Plan Review

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 2nd Town Council Regular Meeting
July 2nd LGWCD TRIM Hearing Meeting
July 4th Fourth of July-HOLIDAY
July 31st PBC School Board FY25 Budget Hearing-Tentative

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 6th Town Council Regular Meeting

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September 2nd Labor Day- HOLIDAY
September 3rd Town Council Regular Meeting – 1st Budget Hearing
September 3rd LGWCD Budget Hearing Meeting
September 4th PBC School Board's FY25 – Budget Hearing – Final Adoption
September 10th PBC BCC – Budget Hearing – 1st Public Hearing
September 17th PBC BCC – Budget Hearing – 2nd Public Hearing
September 18th Town Council Regular Meeting – Final Budget Hearing

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 1st Town Council Regular Meeting

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 5th Town Council Regular Meeting
November 11th Veterans' Day Observed- HOLIDAY
November 28th Thanksgiving- HOLIDAY
November 29th Day After Thanksgiving- HOLIDAY

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December 3rd Town Council Regular Meeting
December 23rd Christmas Eve Observed HOLIDAY
December 24th and 25th Christmas Eve and Christmas
December 26th Christmas Observed HOLIDAY

RESOLUTION NO. 2024-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETINGS DATES FOR APRIL TO DECEMBER 2024; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2018-73 set forth a schedule for the regular Town Council Meeting Dates for Fiscal Year 2018-2019; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified Calendar Schedule for all regular and workshop Town Council Meetings for the period beginning April 1, 2024, through December 31, 2024, is hereby presented.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No. 2024-XX the Town Council Meeting Schedule for calendar year of 2024, beginning April 1, 2024, and ending December 31, 2024, as set forth in **Exhibit "A"** attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

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

Section 5. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Mayor Anita Kane

Vice-Mayor Margaret Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Torcivia, Donlon, Goddeau, Rubin & Assoc.

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval of *Resolution No. 2024-19* – Relating to Procedures and Public Participation of Town Boards and Committees.

Background:

At its workshop meeting on April 16, 2024, the Town Council discussed and reviewed the proposed Resolution No. 2024-19 and there were no additional changes.

Recommendation:

Move to approve *Resolution No. 2024-19* relating to Procedures and Public Participation of Town Boards and Committees.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-19**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PROCEDURES AND PUBLIC PARTICIPATION FOR MEETINGS OF TOWN BOARDS AND COMMITTEES; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2015-18, the Town Council adopted uniform rules of order and procedure for the conduct business and public participation at Town board and committee meetings; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of board and committee meetings; and

WHEREAS, the Town Council has determined that the rules of order and procedure adopted by Resolution No. 2015-18 should be revised and that Resolution No. 2015-18 should be repealed in its entirety and replaced with this Resolution.

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

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

Section 2. All meetings of Town boards and committees shall be conducted in accordance with the following:

- A. All meetings or workshops shall be governed by the Rules of Procedure set forth herein, where applicable.
- B. Any board or committee member desiring to speak must be recognized by the Chair. If the Chair desires to participate in a discussion, he or she shall do so only when all members of the board or committee have spoken at least once (if so desired). No member of the board or committee shall

interrupt another member of the board or committee who has been recognized by the Chair and no member shall dominate the floor in excess of five (5) minutes without offering to yield to other members of the board or committee.

- C. The Chair shall not use that position to dominate debate or discussion, nor unreasonably cut short or prolong any debate, discussion or taking of any vote.
- D. Any matters not specifically addressed by this policy will be governed by Robert's Rules of Order to the extent possible.
- E. Except when abstaining from voting in accordance with Florida Statutes, each member who is present at a meeting must vote on each decision, ruling or other official act. A roll call vote may be had on any matter for which the Chair deems is appropriate; otherwise, all votes may be done by voice vote. For roll call votes, the order of each member vote will rotate after each roll call vote. The Chair shall announce the results after each vote.
- F. Public comments shall be placed on the agenda at the beginning of the meeting and at the end of the meeting. Public comments will also be entertained for each agenda item. Public Comment will be allowed prior to the vote on any item.
- G. Public comment is an opportunity for members of the public to make comment and shall not be a question/answer period conducted with the board or committee.
- H. Persons desiring to speak on an item shall submit a comment card to the board or committee clerk. Public comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Chair.
- I. Public comments received in writing will be made part of the record of the meeting but shall not be read aloud.
- J. Each person addressing the board or committee shall step up to the podium and state his/her name and address in an audible tone of voice for the record. All public comments must be addressed to the board or committee as a body and not to individuals. Personal verbal attacks upon board or committee members, staff, and/or members of the public will not be tolerated.
- K. Each person addressing the board or committee should refrain from advocating the election or defeat of a candidate for public office, either

partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

- L. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks, who is advocating the election or defeat of a candidate, or who becomes boisterous or disruptive while addressing the board or committee shall be barred by the Chair from speaking further, unless permission to continue or again address the board or committee is granted by a majority vote of the board or committee members present.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

Section 5. This Resolution shall take effect upon its adoption.

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

[Remainder of the page intentionally blank.]

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Torcivia, Donlon, Goddeau, Rubin & Assoc.

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Approval on Ratifying *Resolution No. 2024-22* – Re-Establishing the Loxahatchee Groves Agritourism Committee through April 10, 2024 and Distribution of Initial Committee Report.

Background:

At their regular meeting on April 2, 2024, the Town Council discussed extending sunset and confirming the appointments of the Agri-Tourism Committee through April 10, 2024 due to scheduling constraints. The recommendations of this initially Ad Hoc committee are included for your review. We anticipate the recommendations to be vetted in more detail by the newly appointed standing committee and to be translated to ordinance form for the August Council meeting.

Recommendation:

Move to approve *Resolution No. 2024-22* ratifying re-establishment of extending sunset and appointing members to the Agritourism Committee through April 10, 2024.

RESOLUTION NO. 2024-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RE-ESTABLISHING THE "LOXAHATCHEE GROVES AGRITOURISM COMMITTEE"; CONFIRMING APPOINTMENTS TO THE COMMITTEE; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Town Council created the Loxahatchee Groves Agritourism Committee by Resolution No. 2023-86; and

WHEREAS, by the terms of Resolution No. 2023-86, the Committee sunset on March 31, 2024; and

WHEREAS, the Town Council desires to re-create the Committee to enable it to complete the duties set before it under Resolution No. 2023-86; and

WHEREAS, the Town Council determines that continuing the work of the Committee serves a valid public purpose.

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

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

Section 2. The Town Council hereby re-establishes the Town's "Loxahatchee Groves Agritourism Committee" as set forth in Resolution No. 2023-86.

Section 3. The members of the Committee as appointed under Resolution No. 2023-86 are hereby confirmed.

Section 4. Sunset of the Committee. Unless extended by the adoption of a Resolution by the Town Council, the Committee shall sunset on April 10, 2024.

Section 5. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

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

Section 6. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 7. Effective Date. This Resolution shall be effective as of April 2, 2024.

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>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, 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 MAY 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Valerie Oakes, Acting Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Robert Shorr

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Laura Danowski

RESOLUTION NO. 2023-86

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE CREATION OF THE "LOXAHATCHEE GROVES AGRITOURISM COMMITTEE" TO IDENTIFY POTENTIAL SUBSTANTIAL OFFSITE IMPACTS FROM AGRITOURISM ACTIVITIES AND DEVELOP MITIGATION METHODS FOR SUBSTANTIAL OFFSITE IMPACTS; PROVIDING FOR DUTIES OF THE COMMITTEE; PROVIDING FOR COMPLIANCE WITH FLORIDA'S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR PROCEDURAL MATTERS OF THE COMMITTEE; APPOINTING THE MEMBERS OF THE COMMITTEE; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, in 2016, the Legislature amended Section 570.85, Florida Statutes, regarding agritourism to add its intent to promote agritourism as a way to support bona fide agricultural production and specifically state that the limitations on local governments “does not limit the powers and duties of a local government to address substantial offsite impacts of agritourism activities”; and

WHEREAS, since 2016, the Town of Loxahatchee Groves (Town) has become the home to many agritourism activities; and

WHEREAS, the Town Council desires to encourage agritourism activities within the Town and to mitigate the substantial offsite impacts of agritourism activities to balance the interests of the health, safety, and welfare of the public and maintain the peace and tranquility of surrounding residential communities; and

WHEREAS, it is the desire of the Town Council to create a Committee to advise the Town Council on potential substantial offsite impacts from agritourism activities, as set forth in more detail herein; and

WHEREAS, the Town Council determines that the creation of the Committee serves a valid public purpose.

Resolution No. 2023-86

- (B) The Committee shall meet on an as-needed basis, as determined by the Chair or the Town Manager.
- (C) All meetings, records and files of the Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the Sunshine Law). In addition, members of the Committee shall ensure that their actions are in compliance with the Public Records Law and the Sunshine Law.
- (D) Notice for any meeting of the Committee shall be posted in accordance with the Sunshine Law and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.
- (E) Three (3) voting members shall constitute a quorum of the Committee, and official action shall be taken by the ~~board~~^{Committee} by a majority vote of the members present at the meeting. If a quorum is not present, the Committee members may continue to meet and discuss issues; however, no official action may be taken.
- (F) The Town Manager or his\her designee shall act as secretary to the Committee and be responsible for attending all meetings and providing the items necessary for conducting meetings, as requested by the Chair, and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Committee, on an as-needed basis.
- (G) Town staff will reasonably provide adequate support to the Committee to discharge their responsibilities.
- (H) Members of the Committee shall serve without compensation for the performance of their duties.

Section 3. The following persons are appointed to be members of the Committee:

- | | |
|-----------------|--------------------------------|
| Darrin Swank | Mayor Laura Danowski |
| Simon Fernandez | Vice Mayor Robert Shorr |
| Liza Holman | Councilmember Margaret Herzog |
| Joseph Chammas | Councilmember Phillis Maniglia |
| Martin Holman | Councilmember Marianne Miles |

Section 4. Sunset of the Committee. Unless extended by the adoption of a Resolution by the Town Council, the Committee shall sunset on ~~March 31~~^{April 30}, 2024.

Section 5. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council

FROM: Ruth Holmes and Jim Fleischmann

DATE: April 15, 2024

SUBJECT: Agritourism Committee Report

The Agritourism Committee (Committee) convened on four occasions during the January – April 2024 period. The purpose of the meetings was to discuss the issue of substantial offsite impacts of an agritourism business or event. In addition to Town staff, Assistant Deputy Commissioner of the Department of Agriculture and Consumer Services, Steven Hall, and the Palm Beach County Assistant Fire Marshall, Chris Henry, each attended one of the meetings.

Conversations centered around the following potential offsite impacts: traffic; parking; lighting; noise; odors; vibrations; dust; and signage. Each of these topics were individually discussed. In addition, the following general recommendations were supported by consensus:

1. Proposed Ordinance 2023-15, which failed at the Council, contained Section 65-035 *Substantial offsite impacts of agritourism activities*. If a similar ordinance is proposed in the future, this section should not be included. Potential substantial offsite impacts can be addressed by the code enforcement process.
2. The Town's ULDC currently contains language that addresses each of the above offsite impacts. Additional language that unduly restricts or targets agritourism businesses should not be incorporated within the ULDC. All properties in Town should be subject to the same standards, restrictions, and enforcement.
3. The Town should add an Agritourism page to the Town's website. The page would provide: 1 information and direction to local bona fide agriculture property owners on how to incorporate an agritourism activity component to their business; and 2. a list of local agribusinesses and their contact information. A Voluntary Agritourism Business Description Form would be completed by the business owner to provide information for the website.

4. Use by the Town of a Voluntary Business Tax Receipt (VBTR) Fee Exemption Request form to register agritourism businesses in Town.
5. Any ULDC revisions should be reviewed and drafted by the RETAG Advisory Committee and/or the Planning and Zoning Board (PZB) prior to consideration by the Town Council.

In addition to the above general recommendations, the Committee reviewed provisions in the Town's ULDC that address each of the above potential off-site impacts. Specific definitions of "substantial" were not determined for any of the potential offsite impacts. However, the following recommendations for their use, revision or replacement were prepared.

Traffic

A. Townwide Traffic Volume: The Committee has recommended that the Town adopt townwide local traffic standards.

B. Townwide Traffic Safety

1. The Town's Code contains two principal sections related to traffic safety that the Committee has recommended to be retained on a townwide basis, including as they apply to Agritourism uses; ULDC Section 105-005 *Site Distance Triangle*; and Section 100—045 (6) which prohibits parking on local streets. Copies of these ULDC Sections are included in Attachment A.
2. A requirement for the use Palm Beach Fire Rescue (PBFR) access standards (20-foot driveway width; 13 feet 6-inch clearance; and 90-foot turnaround – circular driveway O.K.). The Committee has recommended that PBFR access standards be used by Agritourism businesses. A recommendation for a Code amendment to require townwide use was not made.

Parking

The Code does not contain minimum parking requirements for Agritourism. It was discussed by the Committee to use the parking provisions in the Code Section 80-025 *Special Event Permits* although no final recommendation was made. A copy of Section 80-025 is included in Attachment B. The Committee recommended that a code revision to permit off-site parking under certain circumstances in the AR District be investigated. ULDC Section 95-035 (Ref: Attachment I) establishes current shared parking regulations.

Noise

The Committee reviewed Sec. 50-010, ULDC, which sets forth the townwide regulations for excessive noise. The Committee recommended that the following hours of operation, rather than decibel levels, be used for Agritourism. Monday – Thursday close at 10:00 p.m.; Friday – Sunday and weekday holidays close at Midnight. **-2-**

The Committee also recommended that, if decibel levels are to be the Townwide standard, acceptable levels need to be revised above the current standard of 55dB to account for levels generated by normal agricultural operations and further reviewed for appropriate hours of operation. A copy of Section 50-010 is included in Attachment C.

Lighting

The Committee reviewed Sec. 50-030, ULDC, which sets forth the townwide regulations for outdoor lighting. The Committee recommends that the use of lumens in the AR District as the standard be reviewed and updated to reflect the same hours of operation that are recommended in the section on Noise, above, and an additional 2 hours be added for cleanup after event closing. Code Section 50-030 is included in Attachment D. Further, refer to Section 80-025 (F) in Attachment B.

Odors

The Committee reviewed Sec. 50-025, ULDC, which sets forth the townwide regulations for objectionable odors. The Committee recommends that these regulations not be applicable to agriculture and agritourism activities. Section 50-025 is included in Attachment E.

Vibrations

The Committee reviewed Sec. 50-020(Y)(2) ULDC, which sets forth the townwide regulations for vibration. The Committee recommends that these regulations not be applicable to agriculture and agritourism activities. Section 50-020 is included in Attachment F.

Dust

The Committee reviewed Sec. 155-010 (Z) ULDC, which requires site plan applications within the Town address visible emissions and particulate matter (including dust, smoke, soot, and aerosols) and Sec. 170-025(A)(9), ULDC, which requires that uses seeking special exception approval within the Town will not result in the creation of incompatible dust. The Committee recommends that these regulations not be applicable to agriculture and agritourism activities. Sections 155-010 and 170-025 are included in Attachment G.

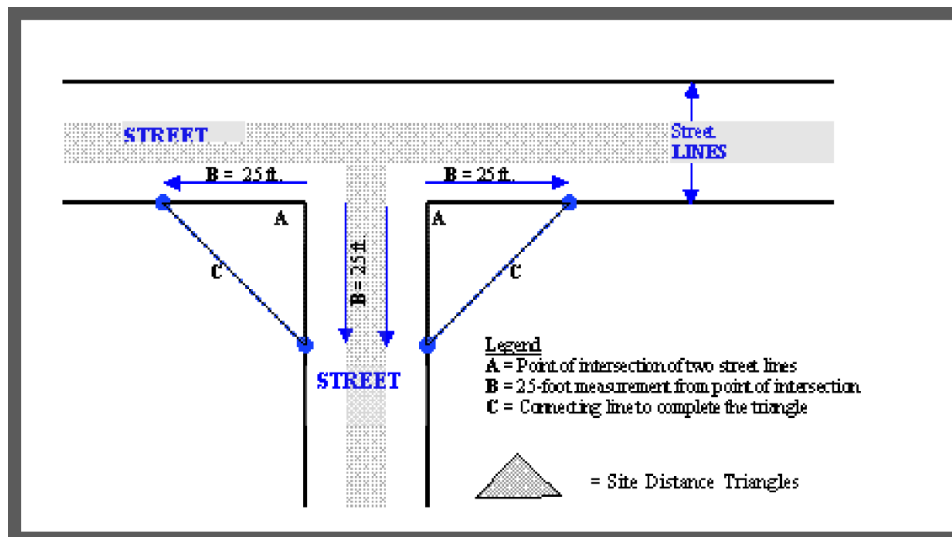
Signage

The Committee discussed the issue of signage with most of the emphasis being on off-site signs. Which are not currently permitted by code. Signs are regulated Townwide in Code Section 90 *Signs*. Signs are regulated by zoning district, with some additional regulations related to prohibited or temporary signs effective in all districts. As agritourism will occur in the AR zoning district, basic sign regulations are in Section 90-040 (A). Code sections pertinent to signs in the AR District are included in Attachment H. A code revision to permit certain types of off-site signs, including permanent event and directional signs, to be negotiated under certain circumstances, should be investigated in the AR District. The Town may also want to investigate the adoption of an official Agritourism logo.

ATTACHMENT A - TRAFFC

100-045(6) Section 105-005. Sight distance triangle.

- (A) The Town hereby establishes a mandatory sight distance triangle for the purposes of ensuring adequate cross visibility at the following types of intersections:
- (1) *Intersection of driveway and street.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
 - (2) *Intersection of trail and street.* Where a trail intersects a street, the triangular area of property on both sides of a trail, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
 - (3) *Intersection of two streets.* Where two streets intersect, the triangular area of property on all sides of the intersection, measured 25 feet from the intersection, and on the street line, measured 25 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
- (B) Within any sight distance triangle described in paragraph (A), above, it shall not be permissible to install, set out or maintain, or to allow the installation, setting out or maintenance of, either temporarily or permanently, any vehicular parking space, sign, fence or wall, hedge, shrubbery, tree, earth mound, natural growth or other obstruction of any kind which obstructs cross-visibility at a level between 30 inches and eight feet above the level of the center of the adjacent intersection except that:
- (1) Fences or walls within the sight triangle can be constructed in such a manner as to provide adequate cross-visibility over or through the structure between 30 inches and eight feet in height above the driving surface.
 - (2) Trees having limbs and foliage can be trimmed in such a manner that no limbs or foliage extend into the area between 30 inches and eight feet above the level of the center of the adjacent intersection.
 - (3) Fire hydrants and public utility poles are permissible.
 - (4) Street markers and traffic control devices are permissible.



Section 100-045. Minimum standards for public and private streets.

The design and construction of public and private streets shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with current Town standards, including those contained in this article. Should a developer elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be submitted for approval and evaluated for adequacy on an individual basis by the Town Engineer.

- (A) *Local roadway design standards.* The design of all local roadways (public and private) shall be as follows:
- (1) *Volume.* Typical volume of local roadways shall be between zero and 2,000 vehicles per day.
 - (2) *Access.* Local roadways shall provide primary access to residential and agricultural properties and limited commercial development. Cut-through traffic is to be discouraged. Other than connecting to Okeechobee Boulevard or Southern Boulevard, local roadways shall not provide access to or from areas outside the Town's corporate limits.
 - (3) *Design speed.* Local roadways shall be designed for travel at a maximum of 30 miles per hour.
 - (4) *Required right-of-way dedication.* The minimum right-of-way dedication for all new local roadways shall be 30 feet, however, at the discretion of the Town Engineer, this minimum may be increased in order to provide sufficient drainage, canal maintenance, or to implement the Loxahatchee Groves Master Roadway, Equestrian and Greenway Plan, 2009 (MREG, 2009).
 - (5) *Construction of roadway.* The entire width of the right-of-way shall be demucked before construction of the roadbed begins. No material of FDOT Class A-5, A-7 or A-8 shall be allowed. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. The top 12 inches of the undisturbed soil shall be compacted to 100 percent of maximum dry density as per AASHTO T-99-C. Unless otherwise approved by the Town Engineer, lime rock or shell rock bases shall be at least six inches thick and shall have a minimum LBR of 100. Base material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. Roadway surface shall consist of at least a three-inch layer of open graded emulsified mix (OGEM) or a surface material of equivalent durability, as certified by an engineer.
 - (6) *On-street parking.* Parking on local roadways is prohibited.
 - (7) *Traffic calming.* The Town Council shall have the authority to approve traffic calming devices.
 - (8) *Turnaround.* Any local roadway that does not conclude as an intersection of another roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.
 - (9) *Other.* Traffic signals, curbs, turn lanes, medians and sidewalks shall not be provided unless specifically required by the Town Engineer.
 - (10) *[Governed by District.]* Standards for roadways under the jurisdiction of the Loxahatchee Groves Water Control District shall be governed by standards developed by the District.

ATTACHMENT B - SPECIAL EVENTS (Selected Sections Only)

Section 80-025. Special event permits.

- (D) *Access.* Vehicular access onto any plot used for a special event shall be only from a public street as specified in subsection (B), above.
- (E) *Parking.* Event parking shall comply with the requirements of Article 95, "Parking and Loading" insofar as the amount of spaces required, minimum parking space size, and minimum aisle widths. All parking spaces may be on an unpaved surface. Temporary barriers, guides, signs, and other temporary markings shall be erected and placed around and within the parking area to facilitate safe and efficient vehicular traffic flow on site.
- (F) *Lighting.* Temporary lighting used to illuminate the special event after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with Section 50-030, "Outdoor Lighting."
- (H) *Signs.* One temporary sign advertising the event may be erected on the plot where the event will be held not more than 14 days prior to the event. Such signs shall be no larger than 24 square feet in sign area and no higher than ten feet above the ground, and shall observe the site distance triangle requirement of Article 105, "Sight Distance." The sign shall be removed by the permit holder within three days of the conclusion of the special event.

ATTACHMENT C - NOISE

Section 50-010. Excessive noise.

- (A) The following are prohibited in the Town in that such activities create excessive noise.
 - (1) Any use, activity or operation which generates a sound level of 55 dB or greater on any surrounding property between the hours of 7:00 a.m. and 10:00 p.m.
 - (2) Any use, activity, or operation which generates a sound level of 50 dB on any surrounding property between the hours of 10:00 p.m. and 7:00 a.m.
 - (3) Any use, activity or operation that creates a sound level in excess of the foregoing limits for more than ten percent of any time period of not less than ten minutes, shall be a violation of these regulations.
- (B) Sound Level Measurement Compliance shall be determined using a Type 2 or equivalent sound level meter using the A Weighting Scale in accordance with the standards of the American National Standards Institute (ANSI). All measurements shall be made with a sound meter at the required structural setbacks of the property of the landowner filing the complaint.
- (C) The following exceptions apply:
 - (1) Outdoor events (operating with a valid permit)
 - (2) Government sanctioned activities (e.g., parades, Town celebrations)
 - (3) Temporary, Portable Generators used only during periods of electrical power outages in utility distribution systems maintained by the utility service provider.
 - (4) Sound generated from motor vehicles legally operating on any public right-of-way regulated by F.S. ch. 316, (Uniform Traffic Control Law).

ATTACHMENT D - LIGHTING

Section 50-030. Outdoor lighting.

- (A) *Purpose and intent.* The purpose and intent of this section is to preserve, protect, and enhance the lawful nighttime use and enjoyment of any and all property through the use of appropriate lighting practices and systems. Furthermore, it is to preserve the rural character of the Town of Loxahatchee Groves and promote the health, safety and welfare of the residents by establishing maximum intensities of lighting and controlling glare from lighting fixtures. The provisions of this section shall apply to all outdoor lighting from an artificial light source.
- (B) *Definitions.* In addition to terms defined in Article 10, "Definitions, Abbreviations, and Construction of Terms", the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning. In the absence of a specific technical definition, words and phrases shall have those definitions and meanings as provided by the Illuminating Engineering Society of North America.
- (1) *Athletic field lighting.* Any lighting greater than 35 feet in height utilized to illuminate sports facilities.
 - (2) *Area light.* Light that produces more than 1,800 lumens.
 - (3) *Cutoff, full.* A lighting fixture that emits zero percent of its light above 90 degrees and only ten percent above 80 degrees from horizontal.
 - (4) *Floodlight.* Any light that produces no more than 1,800 lumens in a broad beam designed to saturate or illuminate a given area with light. Generally, flood lights produce from 1,000 to 1,800 lumens. Floodlights are directional fixtures.
 - (5) *Glare.* The sensation produced by lighting that results in annoyance, discomfort or a reduction of visual performance and visibility, and includes direct and reflected glare. All directional fixtures and any fixture with an output of more than 1,800 lumens that is visible, either directly or by reflection, from adjacent properties or streets shall be considered to cause glare.
 - (6) *Open air parking.* Open air parking shall be synonymous with the term vehicular use area, as defined in ULDC Section 85-015(E).
 - (7) *Outdoor lighting.* Lighting located outside of an enclosed building, or otherwise installed in a manner that lights any area other than the inside of an enclosed building.
 - (8) *Residential and agricultural recreational lighting.* Fixtures of a type or intensity designed or used to light sports courts or equestrian riding areas.
 - (9) *Spotlight.* Any lighting assembly designed to direct the output of a contained lamp in a specific, narrow and focused beam, with a reflector located external to the lamp. Spotlights are directional fixtures.
 - (10) *Stadium lighting.* See the definition for "athletic field lighting."
 - (11) *Temporary lighting.* Portable lights used for a special purpose, on a temporary and rare or infrequent basis, limited to motor vehicle lights during the normal operation of the vehicles, emergency services lights and handheld flashlights and spotlights.
 - (12) *Uplighting.* Light projected above the horizontal plane formed by the top of fixture.
- (C) *Prohibited outdoor lighting.* The following types of outdoor lighting are not permitted in the Town of Loxahatchee Groves.
- (1) Uplighting, unless limited to 1,000 lumens and either shielded by an architectural overhang or landscape element or used to illuminate the flag of the United States of America.
 - (2) Area lights other than those with full cutoff fixtures. **-7-**

ATTACHMENT E - ODORS

Section 50-025. Objectionable odors.

No person shall cause, suffer, allow or commit the discharge of air pollutants which contribute to an objectionable odor in accordance with Rule 62-296.320(2) F.A.C., as may be amended from time to time.

ATTACHMENT F - VIBRATIONS

Section 50-020. Vibration.

In all districts, no use shall operate nor any activity take place so as to produce vibration noticeable by a person of reasonable sensitivity at the property line, including bass emanating from audio speakers.

ATTACHMENT G- DUST

Section 155-010. Submission requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," an application for site plan approval or modification shall include the items and information listed below. The overall size of the site plan shall be 24 inches by 36 inches, drawn at a scale not less than one inch equals 50 feet, unless a smaller scale is permitted by the Town Manager. The Manager may waive a submittal requirement if, in the Manager's opinion, it is not necessary for proper evaluation of a proposed site plan due to the limited scope of the proposal or the existence of previously submitted information that satisfies a submittal requirement.

- (Z) Additional documentation for non-residential site plans. An applicant for site plan approval for a non-residential use shall provide written documentation with the application demonstrating the specific measures that will be taken to prevent or minimize impacts upon adjacent residential plots within 250 feet of a boundary of the site plan. These impacts include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Specific measures include but are not limited to the provision of setbacks, buffers, landscaping, fencing, walls, and/or other measures as required by the ULDC.

Section 170-025. Special exception use review standards; Town Council action.

- (A) The Town Council shall review Category A special exception applications to determine whether the special exception use complies with the following standards. The Town Manager shall review Category B applications to determine whether the special exception use complies with the following standards:
 - (9) That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.

ATTACHMENT H – SIGNS

Section 90-010. Definitions. (Partial List)

Area of sign. The total area of each sign face which may be used to display copy, including background, but not including the frame and structural supporting elements. Where a sign is composed of individual letters, characters or symbols applied directly to a building, canopy, marquee, mansard, fascia, facade, parapet, awning, wall or fence, the area of the sign shall be the smallest rectangle, triangle or circle which will enclose all of the letters, characters or symbols. The area of a double-faced sign shall be the total area of each sign face.

Balloon sign. A type of sign that is temporary, three-dimensional, and usually made of non-rigid material, inflated by air or other means to a point of semi-rigidity and used for advertising purposes, with or without copy.

Banner or pennant sign. A type of sign, with or without a frame and with or without characters, letters, symbols or illustrations, made of cloth, fabric, paper, vinyl, plastic or other non-rigid material for the purpose of gaining the attention of persons.

Bench sign. Any sign painted on or affixed to a bench or to a shelter for persons awaiting public transportation.

Directional sign. A sign, with or without a directional arrow, designed to direct the public to a facility or service or to direct and control traffic, such as entrance and exit signs, and which does not contain any other commercial advertising.

Directory sign. A sign, which may consist of an index, designed to provide the names of tenants in an office building, shopping center or other multi-tenant complex.

Fence or wall sign. A type of sign attached to and erected parallel to the face of or painted on a fence or free-standing wall and supported solely by such fence or free-standing wall.

Garage sale sign. A sign designed to advertise the sale of personal property by the person or family conducting the sale in, at or upon residentially zoned or residentially used property. Garage sale signs shall include lawn sales, yard sales or any similar designation.

General information sign. A sign designed to provide information on the location of facilities or a warning to the public regarding the premises where the sign is located, such as entrance or exit signs, caution, no trespassing, no parking, tow-away zone, parking in rear, disabled parking, restrooms, etc., and containing no commercial advertising.

Identification sign. A sign designed to provide the name, owner, address, use, and/or service of a particular activity located on the premises where such sign is displayed.

Mobile sign. Any type of sign not permanently attached to a wall or the ground or any other approved supporting structure, or a sign designed to be transported, such as signs transported by wheels, mobile billboards, sandwich signs, sidewalk signs, curb signs, and unanchored signs.

Monument sign. A type of freestanding sign supported by an internal structural framework or integrated into a solid structural feature other than support poles. In order to qualify as a monument sign, the supporting structure shall not be less in width than 50 percent of the sign face, inclusive of any box, cabinet, or frame.

Off-premises sign. A sign, other than a billboard, designed to direct attention to a business, commodity, service, product or activity not conducted, sold, offered or available on the premises where such sign is located.

Outdoor event sign. A temporary sign designed to identify an outdoor event which is of general interest to the community.

Pole sign. A type of free-standing sign erected upon a pole or poles which are visible and wholly independent of any building or other structure for support.

Traffic control sign. Any sign designed to control traffic on public streets or private property, such as speed limit, stop, caution, one-way, do not enter, tow-away zone or no parking signs.

Section 90-015. Prohibited signs.

The following types of signs are prohibited in the Town of Loxahatchee Groves unless specifically permitted by Section 90-050, "Promotional signs."

- (A) Animated signs;
- (B) Balloon signs;

- (C) Banner or pennant signs;
- (D) Bench signs;
- (E) Billboards;
- (F) Mobile signs;
- (G) Pole signs;
- (H) Projecting signs;
- (I) Roof signs;
- (J) Snipe signs;
- (K) Strip lighting.

Section 90-020. Temporary signs.

The following types of signs are permitted in the Town of Loxahatchee Groves on a temporary basis:

- (A) Garage sale sign;
- (B) Project sign;
- (C) Real estate sign;
- (D) Seasonal or holiday signage.
- (E) Other signs, including opinion signs, to be used on a temporary bas

Section 90-040. Standards by sign type and zoning district.

(A) The following signs are permitted in the Agricultural Residential (AR) zoning district subject to the requirements below. All signs in residentially zoned districts shall not be illuminated unless it is holiday signage.

(1) *Mandatory building identification sign:*

Sign face area	0.5 sq. ft. (min)—2 sq. ft. (max)
Lettering	3 in. (min)—8 in. (max)
Number of signs (maximum)	1 per dwelling unit
Attached/freestanding or both	Attached

(2) *Garage sale sign:*

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	4 per garage sale
Height	6 feet (max)
Other restrictions	Signs shall be removed after sale
Attached/freestanding or both	Freestanding

(3) *Real estate sign:*

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) shall be removed after sale
Attached/freestanding or both	Freestanding

(4) *Seasonal or holiday signage:*

Sign face area	Not applicable
Other restrictions	Signage shall not be erected more than four weeks before the holiday and shall be removed within two weeks after the holiday
Attached/freestanding or both	Both

(5) *Opinion sign:*

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) shall be removed within six weeks after election or final decision on issue (if applicable)
Attached/freestanding or both	Freestanding

Section 90-045. Temporary signs.

- (A) A permit as required in Section 05-040 shall be obtained for any temporary sign six square feet or larger in size.
- (B) No more than four temporary signs shall be erected per plot for any period of time.
- (C) Temporary signs shall not be larger or higher than any permanent sign permitted on the premises where the sign will be located.
- (D) No temporary sign shall be placed on public property or in a public ingress/egress easement. Signs placed in violation of this provision shall be considered abandoned and shall be subject to removal without notice by the Town.
- (E) Lighting of temporary signs is prohibited.
- (F) Unless otherwise stated, temporary signs shall be removed within six months from the date that the sign was erected.

Section 90-060. Flags.

Flags in residential zoning districts are permitted up to six feet in area and may be mounted on a flag pole not exceeding 15 feet in height. Flags in non-residential zoning districts are permitted up to 144 feet in area and may be mounted on a flag pole not exceeding 50 feet in height. A maximum of four flags are permitted per each plot of land.

Section 90-070. Sign permit requirements.

- (F) Permit exemptions. Permits shall not be required for the following signs:
- (1) Temporary signs six feet in area or height or less;
 - (2) Holiday signage;
 - (3) Murals;
 - (4) Flags;
 - (5) Public service signs;
 - (6) Traffic control signs;
 - (7) Any sign on a plot, or portion of a plot, used as a farm and pertaining to farm activities

ATTACHMENT I – SHARED PARKING**Section 95-035. Shared parking facilities.**

Required parking spaces may be permitted to be utilized for meeting the parking requirements of two or more separate permitted uses when it is clearly established by the applicant that the different uses will utilize the spaces at different times of the day, week, month or year, such as an office sharing spaces with a dinner-only restaurant, such that the total number of parking spaces required by this article for each use is fully available during the operation of each use. A recordable covenant, with the correct legal description, shall be submitted by the owners of the property and all businesses or tenants involved in a form acceptable to the Town Attorney. The covenant shall be recorded in the public records of Palm Beach County at the applicant's expense and shall run with the land. The covenant shall provide that the use or portion of a use, that requires the shared parking in order to obtain the necessary permits or licenses, shall cease and terminate upon any change in the uses' respective schedules of operation that results in conflicting or overlapping usage of the parking facilities, and that no use may be made of that portion of the property until the required parking facilities are available and provided. The covenant shall also provide that the Town may collect attorneys' fees if litigation is necessary to enforce the requirements of this section.

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 20-015 “PERMITTED USES” OF ARTICLE 20 “RESIDENTIAL ZONING DISTRICTS” WITHIN PART II “ZONING DISTRICTS” AND ARTICLE 65 “AGRICULTURAL USES” WITHIN PART III “SUPPLEMENTAL REGULATIONS” ALL WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the legislature has adopted Sections 570.85 and 823.14, F.S., providing certain protections and restrictions as to agricultural and agritourism uses within the State of Florida; and

WHEREAS, pursuant to the statutory intent, the Town is limited in its ability to regulate agricultural and agritourism uses within the Town; and

WHEREAS, the Town desires to amend and clarify its regulations relating to agricultural uses and adopt regulations relating to agritourism uses within its adopted Unified Land Development Code (“ULDC”); and

WHEREAS, the Town Council has determined that the provisions in this ordinance are a clarification of the application of the Town’s regulations to the development of land for these statutorily protected uses and is not more restrictive or burdensome than existing regulations; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the proposed amendments; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Section 20-015 “Permitted Uses” of Article 20 “Residential Zoning Districts” within Part II, “Zoning Districts” of its Unified Land Development Code to read as follows:

Section 20-015. Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
Essential Services	Permitted w/Special Exception
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A
Accessory Uses	Agricultural Residential (AR)
Accessory Dwelling	Permitted
Groom’s Quarter	Permitted
Caretaker’s Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted

Underline language is added and ~~strikethrough~~ language is deleted.

Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80
Veterinary Services	Permitted
Dog Boarding	Permitted
Temporary Events	Permitted w/Special Exception Category C
<u>Agritourism</u>	<u>Permitted subject to Article 65</u>

Section 3. The Town of Loxahatchee Groves hereby amends Article 65 “Agricultural Uses” within Part III “Supplemental Regulations” of its Unified Land Development Code to read as follows:

Article 65 AGRICULTURAL AND AGRITOURISM USES

Division I. Agricultural Uses

Section 65-005. Purpose and intent.

The purpose and intent of this ~~article~~ division is to protect, and provide regulatory relief for, reasonable agricultural activities conducted on farm land in the Town as consistent with the Florida Right to Farm Act (823.14, F.S.).

Section 65-010. Determination of valid agricultural use.

Any property owner who seeks the regulatory relief provided for an agricultural use as defined herein, must ~~either~~ provide documentation to the Town from the Palm Beach County Property Appraiser's Office demonstrating that the property is currently classified as agriculture pursuant to F.S. § 193.461, as may be amended from time to time, or as an alternative, demonstrate to the Town Council that the use is agricultural, as defined herein. Once documentation is provided, the Town shall maintain an on-going record of such use and assume that each property continues to maintain its agricultural status unless a claim is made otherwise. If a claim is made otherwise, the property owner shall demonstrate the use is agricultural as provided for in this section.

Underline language is added and ~~strikethrough~~ language is deleted.

Section 65-015. Nonagricultural uses and structures on properties with a bona fide agricultural use.

Nonagricultural uses and structures on properties with a valid agricultural use shall not qualify for modifications or exceptions to the Code based on agricultural status unless specifically stated otherwise.

Division II. Agritourism Uses

Section 65-030. Purpose and intent.

The purpose and intent of this division is to protect, and provide regulation and regulatory relief for, reasonable agritourism activities conducted on bona fide agricultural land in the Town as consistent with section 570.85, F.S.

Section 65-035. Determination of valid agritourism use.

Any property owner who seeks the regulatory relief provided for an agritourism use as defined herein, must provide documentation to the Town from the Palm Beach County Property Appraiser's Office demonstrating that the property, or portion thereof, is currently classified as agriculture pursuant to section 193.461, F.S., that the purported agritourism use is consistent with the agricultural use on the same property and otherwise meets the requirements of section 570.86, F.S., and that the property owner is in compliance with 570.89, F.S.

Section 65.040. Substantial offsite impacts of agritourism activities.

- (A) Subject to the limitations of section 823.14, F.S., substantial offsite impacts caused by agritourism uses are prohibited.
- (B) Substantial offsite impacts that may be caused by agritourism activities include, but are not limited to, the following:
- (1) Traffic and Parking. Ingress to and egress from the property causing substantial interference with traffic on abutting streets or resulting in the generation or creation of traffic inconsistent with the health, safety and welfare of the community. Vehicles entering or exiting the right-of-way to or from the property that utilize turning movements that are hazardous or a nuisance due to the design or function of the ingress and egress connection to the property. Parking on local roadways and Town maintenance easements.
 - (2) Noise. Excessive noise as set forth in section 50-010, ULDC.
 - (3) Lighting. The overspill of light originating from the subject property onto any other plot or street that exceeds one-tenth horizontal foot-candle measured at grade level at the property line and any outdoor lighting, other than motion-detected security lighting, that is not extinguished between 11:00 p.m. and dawn.
 - (4) Odors. Objectionable odors as set forth in section 50-025, ULDC.
 - (5) Vibrations. Vibration noticeable by a person of reasonable sensitivity at the property line, including bass emanating from audio speakers, which is prohibited by section 50-020, ULDC.

- (6) Dust. Unconfined dust that emanates across property lines.
- (C) If an agritourism use is anticipated to or is determined, in the sole discretion of the Town, to cause substantial offsite impacts, the property owner shall prevent, correct or mitigate for such impacts as follows:
- (1) Traffic and Parking. The property owner shall provide a traffic study and site plan to show sufficient circulation and parking on-site for all agritourism activities on the property to alleviate traffic stacking and parking in the right-of-way. Alternatively, the property owner may provide for off-site parking through agreement for same with another property owner and provision of shuttle service from the parking area to the agritourism activity and shall provide a traffic study and site plan for the alternative parking site as well as the parking agreement. Any proposed off-site parking shall be on property that is properly zoned for and can accommodate the parking for the agritourism activities and designed to alleviate traffic stacking and parking in the right-of-way. The property owner shall provide Maintenance of Traffic for agritourism events, including pre and post event, to prevent or reduce traffic stacking.
 - (2) Noise. The property owner shall provide a noise study and maintain noise levels for all agritourism activities below the thresholds for excessive noise. The property owner may obtain a special event permit up to three (3) times per year for agritourism activities that would allow excessive noise, pursuant to section 80-025, ULDC.
 - (3) Lighting. The property owner shall install timers, cutoff fixtures, shields and baffles and adjust pole height and fixture mounting height, lighting intensity, placement and angle for all lighting creating substantial offsite impacts and provide a photometric plan.
 - (4) Odors. The property owner shall eliminate and prohibit objectionable odors that emanate off-site as part of any agritourism activities.
 - (5) Vibrations. The property owner shall eliminate and prohibit vibrations that emanate off-site as part of any agritourism activities.
 - (6) Dust. The property owner shall eliminate and prohibit the off-site emanation of dust from any agritourism activities, including application of dust suppressants to areas in which the agritourism activities generate dust.
 - (7) The property owner may provide additional means to prevent, correct, or mitigate substantial off-site impacts, including, but not limited to, limiting hours of operation of the agritourism activities.
- (D) The property owner shall submit documentation to the Town to establish compliance with the requirements for prevention, correction or mitigation of substantial off-site impacts. Such documentation shall be provided to the Town no later than thirty (30) days prior to an agritourism activity that it anticipated to cause substantial offsite impacts and within thirty (30) days following the date of any written notice of substantial offsite impacts issued to the property owner by the Town.

(E) Preventions, correction and mitigation of the substantial off-site impacts of agritourism uses shall be processed and reviewed as a Category B special exception, though such review will be limited to the standards set forth in this section.

(F) Violations of this section may be enforced by the Town in accordance with Chapter 14 of the Code or any other applicable legal remedy.

Section 65.045. Construction related to agritourism activities.

Construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public on properties with a valid agritourism use are not subject to regulatory relief and shall not qualify for modifications or exceptions to the Code based on agritourism status unless specifically stated otherwise.

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

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

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

Section 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 20__.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 20__.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

 Lakisha Q. Burch, Town Clerk

 Mayor Laura Danowski

 Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

 Councilmember Margaret Herzog

 Councilmember Phillis Maniglia

 Councilmember Marianne Miles



Item 4.

AGRITOURISM



EXCELLENCE TODAY



IMPROVING TOMORROW



2023 FLORIDA STATUTES, TITLE XXXV, , CHAPTER 570, AGRICULTURE, HORTICULTURE & ANIMAL INDUSTRY

570.86 Definitions

“Agritourism activity” means any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, civic, ceremonial, training and exhibition, or harvest-your-own activities and attractions. An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public. An activity is an agritourism activity regardless of whether the participant paid to participate in the activity.





2023 FLORIDA STATUTES, TITLE XXXVII, CHAPTER 633 FIRE PREVENTION AND CONTROL

633.202 Florida Fire Prevention Code.—

(16) (a) As used in this subsection, the term “Agricultural pole barn” means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

(b) An agricultural pole barn is exempt from the Florida Fire Prevention Code, including the national codes and the Life Safety Code incorporated by reference.





2023 FLORIDA STATUTES, TITLE XXXVII, CHAPTER 633 FIRE PREVENTION AND CONTROL

633.202 Florida Fire Prevention Code.—

(16) (a) As used in this subsection, the term “Nonresidential farm building” has the same meaning as provided in s. 604.50.

“Nonresidential farm building” means any temporary or permanent building or support structure that is classified as a nonresidential farm building on a farm or that is used primarily for agricultural purposes, is located on land that is an integral part of a farm operation or is classified as agricultural land and is not intended to be used as a residential dwelling. The term may include, but is not limited to, a barn, greenhouse, shade house, farm office, storage building, or poultry house.

A nonresidential farm building in which the occupancy is limited by the property owner to **no more than 35 persons** is exempt from the Florida Fire Prevention Code, including the national codes and Life Safety Code incorporated by reference.





2023 FLORIDA STATUTES, TITLE XXXVII, CHAPTER 633 FIRE PREVENTION AND CONTROL

Notwithstanding any other provision of law:

Except for an agricultural pole barn, a structure on a farm, as defined in s. 823.14(3)(c), which is used by an owner for agritourism activity, as defined in s. 570.86, for which the owner receives consideration must be classified in one of the following classes:

Class 1: A nonresidential farm building that is used by the owner 12 or fewer times per year for agritourism activity with up to 100 persons occupying the structure at one time. A structure in this class is subject to annual inspection for classification by the local authority having jurisdiction. This class is not subject to the Florida Fire Prevention Code but is subject to rules adopted by the State Fire Marshal pursuant to this section.

Class 2: A nonresidential farm building that is used by the owner for agritourism activity with up to 300 persons occupying the structure at one time. A structure in this class is subject to annual inspection for classification by the local authority having jurisdiction. This class is not subject to the Florida Fire Prevention Code but is subject to rules adopted by the State Fire Marshal pursuant to this section.

Class 3: A structure or facility that is used primarily for housing, sheltering, or otherwise accommodating members of the general public. A structure or facility in this class is subject to annual inspection for classification by the local authority having jurisdiction. ***This class is subject to the Florida Fire Prevention Code.***





CHAPTER 69A-67, FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.005 Requirements for Class 1 Nonresidential Farm Buildings.

The following is a partial list of the requirements that apply to a nonresidential farm buildings that are classified by the AHJ as a Class 1 nonresidential farm building:

- 1) Occupant load (36-100).
- 2) Used 12 times per year or less for Agritourism
- 3) Two Unobstructed Means of Egress
- 4) Large Barn style doors may be used as an Exit if left open during the Agritourism activity
- 5) Must meet the Net Square Footage of floor space per person based on use
- 6) No Interior Storage of Combustible Liquids/Gases, Explosives/Blasting Agents, Flammable Liquids/Gases, or Hazardous Materials
- 7) NO interior use of Pyrotechnics.
- 8) The use of open flames must be in compliance with the FFPC.
- 9) Interior Finish shall meet the requirements of 69A-67
- 10) Only Portable Cooking Equipment for Warming.
- 11) The Use of the Building for Lodging Purposes is NOT Permitted.





CHAPTER 69A-67, FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.006 Requirements for Class 2 Nonresidential Farm Buildings.

The following is a partial list of the requirements that apply to a nonresidential farm building classified by the AHJ as a Class 2 nonresidential farm building:

- 1) Occupant load (101-300)
- 2) Egress (18 Requirements)
- 3) Storage (4 Requirements)
- 4) Open Flame Devices and Pyrotechnics (3 Requirements)
- 5) Interior Finish, Contents, and Furnishings (7 Requirements)
- 6) Special Provisions for Food Service Operations (4 Requirements)
- 7) The Use of the Building for Lodging Purposes is NOT Permitted.





CHAPTER 69A-67, FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.007 Requirements for *Class 3 Farm Buildings*.

A structure that is classified by the AHJ as a Class 3 structure shall meet all the applicable requirements of the current edition of the Florida Fire Prevention Code



CHAPTER 69A-67, FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.001 Administration and General Requirements.

Where a special amusement building is installed inside a nonresidential farm building regardless of occupant load, it **shall** meet the requirements as a special amusement assembly occupancy in the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.





CHAPTER 69A-67, FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.004 Classes of Farm Buildings; Inspection Requirements.

- 1) The owner of an existing nonresidential farm building that **proposes** to use such building as a Class 1, 2, or 3 building for agritourism activities ***shall notify the AHJ prior to the use of such facility.***
- 2) In order to determine the classification of a farm building and whether the building meets the requirements outlined for that classification, the AHJ shall conduct an initial and annual inspection of only the farm building for which classification is being sought annually or if the building's classification changes.





155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval on *Resolution No. 2024-23 - Appointing Members to the Finance Audit and Advisory Committee (FAAC)*.

Background:

Each year the Town Council appoints members of the community to represent them by serving on advisory committees for the Town. Bruce Cunningham, Lisa El-Ramey, Tracy Raflowitz, Manish Sood and Cassie Suchy have been nominated to represent the Town Council as the Finance Audit and Advisory Committee.

Recommendations:

Move to approve *Resolution No. 2024-23* appointing members to the Finance Audit and Advisory Committee.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-23**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING VOTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) TO SERVE A TERM OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, it is the desire of the Town Council to appoint members of the FAAC for the term stated herein.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Finance Audit and Advisory Committee (FAAC) for the term of May 2, 2024 through May 1, 2025, or until Town Council adopts new Code, rules or regulations regarding advisory boards and opts to appoint members under the new provisions, whichever is sooner:

Anita Kane, Mayor
Margaret Herzog, Vice Mayor

Lisa El Ramey
Cassie Suchy

Phillis Maniglia, Councilmember
Laura Danowski, Councilmember
Robert Shorr, Councilmember

Manish Sood
Tracey Raflowitz
Bruce Cunningham

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

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES FLORIDA

ATTEST:

Anita Kane, Mayor

Valerie Oakes, Acting Town Clerk

Margaret Herzog, Vice Mayor

Phillis Maniglia, Councilmember

APPROVED AS TO LEGAL FORM:

Laura Danowski, Councilmember

Office of the Town Attorney

Robert Shorr, Councilmember



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval on *Resolution No. 2024-24 - Appointing Members to the Planning & Zoning Board.*

Background:

The Town Council appoints members of the community to represent them by serving on Town Boards. Bruce Cunningham, Lisa El-Ramey, William Ford, Todd McLendon, Brett Raflowitz, and Robert Sullivan have been nominated to represent the Town Council as the Planning and Zoning Board.

Recommendations:

Move to approve *Resolution No. 2024-24* appointing members to the Planning & Zoning Board.

RESOLUTION NO. 2024-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING REGULAR MEMBERS OF THE TOWN’S PLANNING AND ZONING BOARD, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the current term for all appointed members of the Planning and Zoning Board expire on May 1, 2024; and

WHEREAS, Town Council is contemplating amending its codes, rules, and regulations regarding board and committee appointments; and

WHEREAS, it is the desire of the Town Council to appoint members of the Planning and Zoning Board, who also sit as the Local Planning Agency, for the term stated herein.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as regular members of the Town’s Planning and Zoning Board for the term of May 2, 2024 through May 1, 2025, or until Town Council adopts revised codes, rules or regulations regarding board and

Resolution No. 2024-24

committee appointments and reappoints members to the Planning and Zoning Board in accordance with those changes:

- | | |
|---------------------------------|-----------------|
| Anita Kane, Mayor | Todd McClendon |
| Margaret Herzog, Vice Mayor | Lisa El-Ramey |
| Robert Shorr, Councilmember | Robert Sullivan |
| Laura Danowski, Councilmember | Brett Raflowitz |
| Phillis Maniglia, Councilmember | William Ford |

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

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

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

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

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Anita Kane, Mayor

Town Clerk

Margaret Herzog, Vice Mayor

APPROVED AS T LEGAL FORM:

Laura Danowski, Councilmember

Office of the Town Attorney

Phillis Maniglia, Councilmember

Robert Shorr, Councilmember



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval on *Resolution No. 2024-25* Accepting an Easement for 14281
Collecting Canal Road, Loxahatchee, FL 33470.

Background:

The Town of Loxahatchee Groves has received a grant of easement (backup attached) for roadway, drainage and utility purposes adjacent to Collecting Canal Road for the property located at 14281 Collecting Canal Road.

Recommendation:

Motion to approve *Resolution No. 2024-25* accepting the easement for recordation.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FOR THE PROPERTY LOCATED AT 14281 COLLECTING CANAL ROAD, LOXAHATCHEE, FL 33470-4807; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Roadway, Drainage and Utility purposes; and

WHEREAS, Gisela Pferdekaemper, has executed a Roadway/Drainage/Utility Easement Agreement, concerning property she owns located at 14281 Collecting Canal Road in Loxahatchee Groves, Florida, in favor of the Town; and

WHEREAS, pursuant to Section 05-085 of the Town’s Unified Land Development Code and Town Council adopted procedures, Easements must be accepted by the Town Council prior to recording; and

WHEREAS, the Town Council has determined that accepting the Roadway/Drainage/Utility Easement identified herein serves a valid public purpose.

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

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

Section 2. The Town Council accepts the Easement identified herein and directs Town staff to have said Easement recorded in the public records.

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

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

Section 5. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution. 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>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYLLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oakes, Acting Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Robert Shorr

Councilmember Phyllis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval on Resolution No. 2024-13 Accepting an Easement for 15045
Collecting Canal Road

Background:

The Town of Loxahatchee Groves has received a grant of easement (backup attached) for roadway, drainage and utility purposes adjacent to Collecting Canal Road for the property located at 15045 Collecting Canal Road.

Recommendation:

Motion to approve *Resolution No. 2024-13* accepting the easement for recordation.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FOR THE PROPERTY LOCATED AT 15045 COLLECTING CANAL ROAD, LOXAHATCHEE, FL 33470-4234; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Roadway, Drainage and Utility purposes; and

WHEREAS, Bianca M. Berktold, has executed a Roadway/Drainage/Utility Easement Agreement, concerning property she owns located at 15045 Collecting Canal Road in Loxahatchee Groves, Florida, in favor of the Town; and

WHEREAS, pursuant to Section 05-085 of the Town’s Unified Land Development Code and Town Council adopted procedures, Easements must be accepted by the Town Council prior to recording; and

WHEREAS, the Town Council has determined that accepting the Roadway/Drainage/Utility Easement identified herein serves a valid public purpose.

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

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

Section 2. The Town Council accepts the Easement identified herein and directs Town staff to have said Easement recorded in the public records.

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

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

Section 5. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution. 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>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYLLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oakes, Acting Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Robert Shorr

Councilmember Phyllis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****TO: Town Council****FROM: Richard Gallant, E.I., Public Works Director****VIA: Francine L. Ramaglia, Town Manager****DATE: May 7, 2024****SUBJECT:** Approval on *Resolution No. 2024-26* Authorizing the Required Entry by the Town into the State of Florida Division of Emergency Management

Background:

As the Town of Loxahatchee Groves has experienced and is vulnerable to a wide range of emergencies and natural disasters; service disruptions to the essential services of the Town have been and will continue to be experienced by the Town and its residents. Florida State Statutes chapter 252 allow for local governments to enter into mutual aid agreements with the State for reciprocal emergency aid in the event of a disaster. As major emergencies will stress the resources of the Town, the State provides resources for the Town to receive mutual aid during these times. The State of Florida has a program that, upon adoption of this item, will provide the Town of Loxahatchee Groves the ability to engage with the State on needed resources during times of emergencies and natural disasters. In order for the Town of Loxahatchee Groves to qualify for this aid, the Town is required to adopt the 2023 Statewide Mutual Aid Agreement in whole as written. The agreement replaces all previous agreements and will void any previous agreements adopted in the past.

Recommendations:

Approval of *Resolution No. 2024-26* authorizing entry into the 2023 Statewide Mutual Aid Agreement with the Florida Division of Emergency Management.

RESOLUTION NO. 2024-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2023 STATEWIDE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, The Town of Loxahatchee Groves has experienced and is vulnerable to a wide range of emergencies and natural disasters; and

WHEREAS, the Town Council desires to enter into the Agreement to engage with the State on needed resources during times of emergency and natural disaster; and

WHEREAS, the Town Council has determined entering into the Agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to enter into State of Florida Division of Emergency Management 2023 Statewide Mutual Aid Agreement and approves the Agreement attached hereto as Exhibit "A" for such purposes.

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

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

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

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 9.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council

FROM: Richard Gallant, E.I., Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Approval on *Resolution No. 2024-27* Approving Procurement of a 2025 Freightliner M2 12 Yard Dump Truck

Background:

The hauling of material to repair, place, and install critical components to the Towns infrastructure is paramount to the mission of Public Works. For at least the past four years the Town has rented a small dump vehicle that is 4 yards to move materials around the Town. In FY21, FY22, FY23, and to date in FY24, the Town has spent over \$85,000 in total over three and a half years in rental fees for such vehicle. Added to this the Town rented the services of a trucking company at a cost of \$25,000. This estimate does not include the lost labor time of employees waiting for the truck to return. The estimation of the travel time utilizing a small truck to transport material is more than \$50,000 in lost time over 3-1/2 years.

The State of Florida has an agreement with Tampa Truck Center LLC dba: Southport Truck Group to purchase vehicles under State contract. The Public Works Department is requesting to procure a 2025 Freightliner M2 12 Yard Dump Truck for use by the Department to transport materials around the Town and alleviate continued rentals and continuing costs.

The price of \$120,038.20 for the 2025 Freightliner M2 12 Yard Dump Truck. This truck will pay for itself within two years, including maintenance costs. The Town recently sold at surplus the old dump truck and loader equipment and has received \$61,000.00 for the sale of that equipment. The anticipated additional income from the sale of the Town’s surplus Gradall, Tractor, and water truck equipment will provide adequate funds to cover the remaining costs and the dump truck will be paid for before delivery.

The expected life of these vehicles is minimum of 15 years.

Recommendations:

Move that Town Council adopt *Resolution No. 2024-27* approving the purchase order in the amount of \$120,038.20 for the 2025 Freightliner M2 12 Yard Dump Truck.

RESOLUTION NO. 2024-27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A 2025 FREIGHTLINER M2 12 YARD DUMP TRUCK THROUGH COOPERATIVE PURCHASE WITH THE STATE TERM CONTRACT NO. 25101600-21-STC MEDIUM AND HEAVY TRUCKS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133(6) of the Town's Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

WHEREAS, the Florida Division of Management Services offers statewide cooperative purchasing contracts on a variety of vehicles, equipment and services; and

WHEREAS, the Town is in need of a dump truck; and

WHEREAS, Tampa Truck Center LLC d/b/a Southport Truck Group has a 2025 Freightliner M2 12 Yard Dump Truck available through the State Term Contract No. 25101600-21-STC Medium and Heavy Trucks cooperative purchasing contract; and

WHEREAS, Section 2-133(6) of the Town's Purchasing Code permits the Town to purchase from the cooperative purchasing State Term Contract No. 25101600-21-STC Medium and Heavy Trucks without competitive bidding or proposals; and

WHEREAS, the cooperative purchasing State Term Contract No. 25101600-21-STC Medium and Heavy Trucks provides for purchase through the program by issuance of a purchase order for the desired goods and services; and

WHEREAS, the Town Council finds purchase of the 2025 Freightliner M2 12 Yard Dump Truck from Tampa Truck Center LLC d/b/a Southport Truck Group through the cooperative purchasing State Term Contract No. 25101600-21-STC Medium and Heavy Trucks serves a valid public purpose and is consistent with the Town’s Purchasing Code.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to purchase the 2025 Freightliner M2 12 Yard Dump Truck from Tampa Truck Center LLC d/b/a Southport Truck Group, as described in Exhibit “A”, attached hereto, through the cooperative purchasing State Term Contract No. 25101600-21-STC Medium and Heavy Trucks by issuance of a purchase order under the terms of that cooperative purchasing contract. The Town Manager is authorized to execute any and all documents to implement the purchase, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Robert Shorr

Councilmember Phillis Maniglia

Exhibit "A"
Description of Equipment (Quote)

Medium and Heavy Trucks (25101600-21-STC)
Price Quote Form (PQF)
(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)
 Updated 10/15/2021

Awarded Contractor Information

Contractor Name:		Tampa Truck Center LLC dba: Southport Truck Group			
Street Address:		7528 US HWY 301 N.			
City, State, Zip:		Tampa, FL 33637			
Contact Person:		Scott Endris		Title: Municipal Fleet Mgr	
Original Quote Date:		4/7/2024	Revised Quote Date:	Est. Delivery:	
Phone #'s: Primary:		813-293-0866	Secondary:	813-262-0904	
Email Address:		sendris@southporttruck.com			
Fax #:		813-262-0904			
Contractor's Purchase Order #:					

Requesting Customer Information

Agency/Eligible User Name:		Loxahatchee Groves			
Contact Person:		Richard Gallant			
Phone #'s: Primary:		Title:		Secondary:	
Email Address:					
Fax #:					

Secondary Contact for Customer (Optional)

Contact Person:					
Phone #'s: Primary:		Title:		Secondary:	
Email Address:					
Fax #:					

UNSPSC Commodity Code*	Group	Base Vehicle Code	Base Vehicle Specification			
25101601	DUMP TRUCKS	380	12 CUBIC YARD HEAVY-DUTY DUMP BODY			
Manufacturer/Brand	Representative Model	Representative Model Number	Base Vehicle Price \$###,###.##	OEM Options Discount ##%	Non-OEM Options Discount ###%	Customer Pick-Up Discount \$(#,###.##)
Freightliner	M2		\$ 106,330.00	3%	0%	\$ -

THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE SPECIFICALLY IDENTIFIED AND PRICED ON THE PRICE SHEET FOR THE BASE VEHICLE CODE LISTED ABOVE. ALL OTHER OPTIONS SHOULD BE LISTED IN THE OEM OR NON-OEM OPTIONS SECTIONS BELOW.

Identified Option Description	QTY	Identified Option Manufacturer	Identified Option Model Number	Identified Option Type	Identified Option Price (Per Unit)	Total Price
PINTLE PACKAGE	1	8001			\$ 1,850.00	\$ 1,850.00
TRAILER PACKAGE	1	8002			\$ 996.00	\$ 996.00
11R22.5 TIRES	1	7001			\$ 175.00	\$ 175.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL: Identified Options CONTINUED						\$ -
TOTAL COST: Identified Options						\$ 3,021.00

OEM Option Description	QTY	OEM Option Manufacturer	OEM Option Model Number	OEM Option MSRP (Per Unit)	OEM Option Price (Per Unit)	Total Price
GHG24 ENHANCEMENT CUMMINS	1	PMV-024		\$ 555.00	\$ 538.35	\$ 538.35
CUMMINS TARIFF	1	RAG-020		\$ 205.00	\$ 198.85	\$ 198.85
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
SUBTOTAL: OEM Options CONTINUED						\$ -
TOTAL COST: OEM Options						\$ 737.20

Non-OEM Option Description	QTY	Non-OEM Option Manufacturer	Non-OEM Option Model Number	Non-OEM Option MSRP (Per Unit)	Non-OEM Option Price (Per Unit)	Total Price
OX BODY I.L.O. STD SPEC	1			\$ 2,889.00	\$ 2,889.00	\$ 2,889.00
ELECTRIC BRAKES	1			\$ 361.00	\$ 361.00	\$ 361.00
DTNA 2023-24 PRODUCTION SURCHARGE	1			\$ 6,700.00	\$ 6,700.00	\$ 6,700.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
SUBTOTAL: Non-OEM Options CONTINUED						\$ -
TOTAL COST: Non-OEM Options						\$ 9,950.00
Grand Total State Term Contract Price						\$ 120,038.20

Contractor Comments:	
Customer Comments:	

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the price sheet for the code(s) applicable to each Group.

Prepared for:
 Christopher Walker
 FLORIDA, STATE OF
 4050 ESPLANADE WAY
 NULL
 TALLAHASSEE, FL 32399
 Phone: 850-488-7540

ERROR: Image type not supported.

Prepared by:
 Scott Endris
 SOUTHPORT TRUCK GROUP
 7528 US HWY 301 NORTH
 TAMPA, FL 33637
 Phone: 813-293-0866

Item 10.

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)		
Data Version			
DRL-038	SPECPRO21 DATA RELEASE VER 038		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NONE		
A85-002	PICKUP AND DELIVERY/SHORT HAUL SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-001	GENERAL FREIGHT COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		

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Data Code	Description	Weight Front	Weight Rear
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		

Truck Service

AA3-005	FLATBED/PLATFORM/STAKE BODY		
AF3-165	OX BODIES (TBEI)		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-3BN	CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM	640	30
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Electronic Parameters

79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE TEM PTO SPEED		
79X-005	PTO SPEED 1 SETTING - 900 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80S-019	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS		

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

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Data Code	Description	Weight Front	Weight Rear
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

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Data Code	Description	Weight Front	Weight Rear
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	CUMMINS-MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960
421-538	5.38 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-005	DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE		20
878-021	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		810
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		

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Item 10.

Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
Trailer Connections			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
545-450	4500MM (177 INCH) WHEELBASE		

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Data Code	Description	Weight Front	Weight Rear
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	10	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	120	340
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 111.61 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 108.61 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 269.55 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 30.2 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 57.49 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		

Fifth Wheel

578-998	NO FIFTH WHEEL		
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Fuel Tanks

204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
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Data Code	Description	Weight Front	Weight Rear
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES		88
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-566	MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	102	
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-998	NO NOISE SHIELD-ENG COMPARTMENT		

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Data Code	Description	Weight Front	Weight Rear
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-035	ASH CUP AND (1)LIGHTER,(1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH

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Data Code	Description	Weight Front	Weight Rear
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

734-024	INTEGRATED UPPER & LOWER STORAGE PANELS
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

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 LOXAHATCHEE 2025 12YD DUMP 4-7-24

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Item 10.

Data Code	Description	Weight Front	Weight Rear
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72K-998	NO REVERSE PROXIMITY SENSOR		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	

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Item 10.

Data Code	Description	Weight Front	Weight Rear
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-006	TMC RP1226 ACCESSORY CONNECTOR LOCATED CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
4C1-998	NO HARDWIRE SWITCH #1		
4C2-998	NO HARDWIRE SWITCH #2		
4C3-998	NO HARDWIRE SWITCH #3		
4C4-998	NO HARDWIRE SWITCH #4		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

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Item 10.

Data Code	Description	Weight Front	Weight Rear
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
969-998	NO CAB/BODY EXTERIOR DECALS		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

Secondary Factory Options			
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		

T O T A L V E H I C L E S U M M A R Y

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7699 lbs	7898 lbs	15597 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	7699 lbs	7898 lbs	15597 lbs

Dealer Installed Options			
		Weight Front	Weight Rear
12YD	12YD DUMP, ELEC TARP	0	0
Total Dealer Installed Options		0 lbs	0 lbs

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Item 10.

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)													
Exhibit B.3 - Price Sheet - Dump Trucks													
Commodity Code: 25101601 (DUMP TRUCKS)													
Submitted By:		TAMPA TRUCK CENTER LLC					The Price Sheet is not complete unless used in conjunction with the detailed specifications and Exhibit A, Scope of Work.						
Group No./Name ¹	Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶	Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$(#,###.##)) ¹⁴	Estimated Lead Time in Days (##) ¹⁵
Group 3 - Dump Trucks	310	4 CU YD DUMP TRUCK, SINGLE AXLE, CLASS 7, 28,000 LBS. GVWR (4x2)	28,000	13,850	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 82,563.00	3%	0%	\$ (200.00)	120-180
	320	5 CU YD DUMP TRUCK, SINGLE AXLE, CLASS 7, 33,000 LBS. GVWR (4x2)	33,000	18,200	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 86,998.00	3%	0%	\$ (200.00)	120-180
	330	4 CU YD DUMP TRUCK, SINGLE AXLE, CREW CAB, CLASS 7, 28,000 LBS. GVWR (4x2)	28,000	12,950	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 89,240.00	3%	0%	\$ (200.00)	120-180
	340	5 CU YD DUMP TRUCK, SINGLE AXLE, CREW CAB, CLASS 7, 33,000 LBS. GVWR (4x2)	33,000	17,350	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 93,974.00	3%	0%	\$ (200.00)	120-180
	350	8 YARD DUMP TRUCK, 7.6L ENGINE, TANDEM AXLE, CLASS 8, 52,000 LBS. GVWR (6X4)	52,000	30,550	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 98,268.00	3%	0%	\$ (200.00)	120-180
	360	8 YARD DUMP TRUCK, 7.2L ENGINE, TANDEM AXLE, CLASS 8, 52,000 LBS. GVWR (6X4)	52,000	30,550	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 96,249.00	3%	0%	\$ (200.00)	120-180
	370	12 YARD DUMP TRUCK, 8.8L ENGINE, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)	64,000	41,800	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 106,887.00	3%	0%	\$ (200.00)	120-180
	380	12 YARD DUMP TRUCK, 8.3L ENGINE, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)	64,000	41,800	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT	FREIGHTLINER	M2	106	\$ 106,330.00	3%	0%	\$ (200.00)	120-180

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 4 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶	Intended Use
310	4 CU YD DUMP TRUCK, SINGLE AXLE, CLASS 7, 28,000 LBS. GVWR (4x2)	28,000	13,850	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, TRASH, ETC. THIS VEHICLE IS RECOMMENDED TO TRANSPORT UP TO 3 INDIVIDUALS.

Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#,###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵
FREIGHTLINER	M2	106	\$ 82,563.00	3%	0%	\$ (200.00)	120-180

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸

ENGINE:	10	A.	Diesel engine, 5.9L, 210 Gross HP (per the latest issue of SAE J1349) and 520 lbs.-ft. Gross Torque, minimum.	Liters: 6.7 Gross HP: 220 Gross Torque: 520																
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMINS/SCR Urea Tank Size (in gallons), if required: 6																
		C.	Standard cooling system with antifreeze.																	
		D.	Dry type air cleaner with service (restriction) indicator.																	
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.																	

ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.															
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.															

TRANSMISSION:	20	A.	Automatic transmission, 5-speed minimum, with provisions for a PTO. Allison 2500RDS, or Approved Equivalent.															
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.	Manufacturer: MUNCIE Model Number: SPD-1000														

AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 9,000 lbs. capacity.																	
		B.	Front shock absorbers.																	
		C.	Front wheel oil-lubricated bearings and seals.																	
		D.	Single speed rear axle and suspension, minimum 19,000 lbs. capacity. Rear axle ratio is to be a 5.57/5.71 for 2400 RPM engines, 5.57/5.71/5.86/5.88 for 2500 RPM engines, 6.14/6.43/6.50 for 2800 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH.	Rear Suspension Capacity (lbs.): 19000 Rear Axle Ratio: 6.14 Engine RPM: 2600 Top Speed (MPH): 67																
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.																	
		F.	Auxiliary rear leaf spring(s) or rubber helper.																	
		G.	"No-Spin" or driver control traction differential (DCDL) on rear axle.																	

PERFORMANCE ITEMS:	40	A.	Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.															
		B.	Power steering.															

COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.																
		B.	Air conditioner with integral heater and defroster.																
		C.	Arm rests both sides, if available; sun visors, both sides.																
		D.	Tinted glass all windows, including windshield.																

		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.																
		B.	Standard electric horn.																
		C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.																

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸
SAFETY ITEMS:	60	D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.								
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed.								
		F.	All access steps shall be self-cleaning slip-resistant grating.								
		G.	Daytime running lights.								
BRAKES:	62	A.	ABS air brake system, minimum 13.2 cfm air compressor.								
		B.	Spring applied parking brake.								
		C.	Front and rear automatic slack adjusters.								
		D.	Front and rear dust shields.								
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)								
		F.	Low air pressure warning indicator.								
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9						
TIRES & WHEELS:	70	A.	6, 275/80R22.5G (14PR) or 295/75R22.5G (14PR) or larger, tubeless, low profile, radial tires with highway tread.								
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.								
		C.	Front, inside rear and outside rear wheels to be fully interchangeable.								
CHASSIS, FRAME, CAB:	80	A.	Minimum 28,000 lbs. GVWR, factory certified.	GVWR (lbs.):	29000						
		B.	Minimum 859,000 in-lbs. RBM frame.	Frame RBM (lbs.):	1479600						
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	75						
		D.	Factory installed fuel tank(s), minimum 70 U.S. gallons.	Fuel Tank(s) Capacity:	80						
		E.	Front tow hooks or tow pins.								
		F.	Standard front bumper.								
CAB EQUIPMENT:	82	A.	Conventional cab, with tilt-type hood and fender assembly.								
		B.	Full-width bench seat or individual driver seat with 2-man passenger seat.								
		C.	Grab handle(s) for cab entry, located at each entry door.								
		D.	Manufacturer's standard paint and colors.								
		E.	Rear cab window with fixed tinted glass.								
BODY:	84	A.	4 cu. yd. dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-4.	Body Manufacturer:	OX						
				Model Number:	MV8508						
				Hoist Manufacturer:	RUGBY						
Hoist Model Number:	5020										
Tarp Manufacturer:	MOUNTAIN										
Tarp Model Number:	10-16										
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.										
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.										
CONDITIONS:	90	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Custom/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.								
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.								
		C.	Paint numbers are referenced only to identify colors.								

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹							
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
OPTIONS:	20.01		Manual transmission, 6-speed minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 9.01:1. Rear axle ratio shall be a 4.10/4.11 for 2400 RPM engines, 4.30/4.33 for 2500 RPM engines, 4.78/4.88 for 2800 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Transmission shall be filled with synthetic lubricant.	Rear Axle Ratio: 4.63	AC	FULLER	FS6406A		OEM		\$ (1,385.00)	Available (Credit)	
		Engine RPM: 2600											
		Top Speed (MPH): 67											
		30.01		Manufacturer's standard 4x4 drive system model in lieu of base equipment 4x2 model. Note: Provide only the difference in price between the 2-wheel drive model and the manufacturer's standard 4x4 model offered.		AC	MERITOR	400-103		OEM	\$ 31,606.00	\$ 30,657.00	3.00%
		50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.		AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%
		60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)		AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%
		62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEARDRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%
		70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 4, 11R22.5G (14PR) or larger tires for on/off highway use and 2, 11R22.5G (14PR) or larger tires for highway use. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved Equivalent.	Front Tire Code: 093-1G4	AC			OEM	\$ 352.00	\$ 341.00	3.13%	
			Rear Tire Code: 094-ODH										
		80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent.		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%
		80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%
	82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-4H9		OEM			Available (No Cost)	
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%	
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 2000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 5 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶				Intended Use
320	5 CU YD DUMP TRUCK, SINGLE AXLE, CLASS 7, 33,000 LBS. GVWR (4x2)	33,000	18,200	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT				HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, TRASH, ETC. THIS VEHICLE IS RECOMMENDED TO TRANSPORT UP TO 3 INDIVIDUALS.

Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#.###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵
FREIGHTLINER	M2	106	\$ 86,998.00	3%	0%	\$ (200.00)	120-180

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸

ENGINE:	10	A.	Diesel engine, 5.9L, 210 Gross HP (per the latest issue of SAE J1349) and 560 lbs.-ft. Gross Torque, minimum.	Liters: 6.7 Gross HP: 220 Gross Torque: 600										
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMIN/SCR Urea Tank Size (in gallons), if required: 6										
		C.	Standard cooling system with antifreeze.											
		D.	Dry type air cleaner with service (restriction) indicator.											
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.											

ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.										
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.										

TRANSMISSION:	20	A.	Automatic transmission, 6-speed minimum, (International may bid a 5-speed, if required for the engine bid) with provisions for a PTO. Allison 3500RDS, or Approved Equivalent.	Manufacturer: MUNCIE Model Number: SPD-1000									
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.										

AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 12,000 lbs. capacity.											
		B.	Front shock absorbers.											
		C.	Front wheel oil-lubricated bearings and seals.											
		D.	Single speed rear axle and suspension, minimum 21,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.43/6.50 for 2400 RPM engines, 6.50/6.83/6.86 for 2500 RPM engines, 6.43/6.50 for a 2800 RPM engines, (International - 6.14/6.17 for a 2600 RPM engine), or the closest possible ratio available that will provide a top speed of approximately 65 MPH.	Rear Suspension Capacity (lbs.): 21000 Rear Axle Ratio: 6.83 Engine RPM: 2600 Top Speed (MPH): 68										
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.											
		F.	Auxiliary rear leaf spring(s) or rubber helper.											
		G.	"No-Spin" or driver control traction differential (DCDL) on rear axle.											

PERFORMANCE ITEMS:	40	A.	Factory installed speedometer, odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.										
		B.	Power steering.										

COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.											
		B.	Air conditioner with integral heater and defroster.											
		C.	Arm rests both sides, if available; sun visors, both sides.											
		D.	Tinted glass all windows, including windshield.											

		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.										
		B.	Standard electric horn.										
		C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.										

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹							
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
SAFETY ITEMS:	60	D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.									
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed.									
		F.	NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.									
		G.	All access steps shall be self-cleaning slip-resistant grating.									
BRAKES:	62	A.	ABS air brake system, minimum 13.2 cfm air compressor.									
		B.	Spring applied parking brake.									
		C.	Front and rear automatic slack adjusters.									
		D.	Front and rear dust shields.									
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)									
		F.	Low air pressure warning indicator.									
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9							
TIRES & WHEELS:	70	A.	6, 275/80R22.5G (14PR) or 295/75R22.5G (14PR) or larger, tubeless, low profile, radial tires with highway tread.									
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.									
		C.	Front, inside rear and outside rear wheels to be fully interchangeable.									
CHASSIS, FRAME, CAB:	80	A.	Minimum 33,000 lbs. GVWR, factory certified.	GVWR (lbs.):	33000							
		B.	Minimum 1,700,000 in-lbs. RBM frame.	Frame RBM (lbs.):	1808400							
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	84							
		D.	Factory installed fuel tank(s), minimum 70 U.S. gallons.	Fuel Tank(s) Capacity:	80							
		E.	Front tow hooks or tow pins.									
		F.	Standard front bumper.									
CAB EQUIPMENT:	82	A.	Conventional cab, with tilt-type hood and fender assembly.									
		B.	Full-width bench seat or individual driver seat with 2-man passenger seat.									
		C.	Grab handle(s) for cab entry, located at each entry door.									
		D.	Manufacturer's standard paint and colors.									
		E.	Rear cab window with fixed tinted glass.									
BODY:	84	A.	5 cu. yd. dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-5.	Body Manufacturer:	OX							
				Model Number:	MV8510							
				Hoist Manufacturer:	RUGBY							
Hoist Model Number:	5020											
Tarp Manufacturer:	MOUNTAIN											
	Tarp Model Number:	10-16										
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.											
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.											
CONDITIONS:	90	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Custom/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.									
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.									
		C.	Paint numbers are referenced only to identify colors.									

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹							
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
OPTIONS:	20.01		Manual transmission, 6-speed minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 9.01:1. Rear axle ratio shall be a 4.10/4.11 for 2400 RPM engines, 4.30/4.33 for 2500 RPM engines, 4.88/4.89 for 2800 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Transmission shall be filled with synthetic lubricant.	Rear Axle Ratio: 4.63	AC	FULLER	FS6406A		OEM		\$ (1,385.00)	Available (Credit)	
		Engine RPM: 2600											
		Top Speed (MPH): 66											
		30.01		Manufacturer's standard 4x4 drive system model in lieu of base equipment 4x2 model. Note: Provide only the difference in price between the 2-wheel drive model and the manufacturer's standard 4x4 model offered.		AC	MERITOR	400-103		OEM	\$ 31,606.00	\$ 30,657.00	3.00%
		50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.		AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%
		60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)		AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%
		62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEAR DRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%
		70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 4, 11R22.5G (14PR) or larger tires for on/off highway use and 2, 11R22.5G (14PR) or larger tires for highway use. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved Equivalent.	Front Tire Code: 093-930	AC			OEM	\$ 886.00	\$ 859.00	3.05%	
			Rear Tire Code: 094-287										
		80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent.		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%
		80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%
	82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-4H9		OEM			Available (No Cost)	
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%	
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 2000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 4 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶	Intended Use
330	4 CU YD DUMP TRUCK, SINGLE AXLE, CREW CAB, CLASS 7, 28,000 LBS. GVWR (4x2)	28,000	12,950	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, TRASH, ETC. THIS VEHICLE HAS 4 FULL SIZE DOORS AND IS RECOMMENDED TO TRANSPORT 4 TO 6 INDIVIDUALS.

Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#,###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵
FREIGHTLINER	M2	106	\$ 89,240.00	3%	0%	\$ (200.00)	120-180

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸

ENGINE:	10	A.	Diesel engine, 5.9L, 210 Gross HP (per the latest issue of SAE J1349) and 520 lbs.-ft. Gross Torque, minimum.	Liters: 6.7 Gross HP: 220 Gross Torque: 520																
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMINS/SCR Urea Tank Size (in gallons), if required: 6																
		C.	Standard cooling system with antifreeze.																	
		D.	Dry type air cleaner with service (restriction) indicator.																	
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.																	

ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.															
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.															

TRANSMISSION:	20	A.	Automatic transmission, 5-speed minimum, with provisions for a PTO. Allison 2500RDS, or Approved Equivalent.															
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.	Manufacturer: MUNCIE Model Number: SPD-1000														

AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 9,000 lbs. capacity.																	
		B.	Front shock absorbers.																	
		C.	Front wheel oil-lubricated bearings and seals.																	
		D.	Single speed rear axle and suspension, minimum 19,000 lbs. capacity. Rear axle ratio is to be a 5.57/5.71 for 2400 RPM engines, 5.57/5.71/5.86/5.88 for 2500 RPM engines, 6.14/6.43/6.50 for 2800 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH.	Rear Suspension Capacity (lbs.): 19000 Rear Axle Ratio: 6.14 Engine RPM: 2600 Top Speed (MPH): 67																
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.																	
		F.	Auxiliary rear leaf spring(s) or rubber helper.																	
		G.	"No-Spin" or driver control traction differential (DCDL) on rear axle.																	

PERFORMANCE ITEMS:	40	A.	Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.															
		B.	Power steering.															

COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.																
		B.	Air conditioner with integral heater and defroster.																
		C.	Arm rests both sides, if available; sun visors, both sides.																
		D.	Tinted glass all windows, including windshield.																

		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.																
		B.	Standard electric horn.																
		C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.																

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹							
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
SAFETY ITEMS:	60	D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.									
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed.									
		F.	All access steps shall be self-cleaning slip-resistant grating.									
		G.	Daytime running lights.									
BRAKES:	62	A.	ABS air brake system, minimum 13.2 cfm air compressor.									
		B.	Spring applied parking brake.									
		C.	Front and rear automatic slack adjusters.									
		D.	Front and rear dust shields.									
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)									
		F.	Low air pressure warning indicator.									
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9							
TIRES & WHEELS:	70	A.	6, 275/80R22.5G (14PR) or 295/75R22.5G (14PR) or larger, tubeless, low profile, radial tires with highway tread.									
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.									
		C.	Front, inside rear and outside rear wheels to be fully interchangeable.									
CHASSIS, FRAME, CAB:	80	A.	Minimum 28,000 lbs. GVWR, factory certified.	GVWR (lbs.):	29000							
		B.	Minimum 859,000 in-lbs. RBM frame.	Frame RBM (lbs.):	986400							
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	75							
		D.	Factory installed fuel tank(s), minimum 70 U.S. gallons.	Fuel Tank(s) Capacity:	80							
		E.	Front tow hooks or tow pins.									
		F.	Standard front bumper.									
CAB EQUIPMENT:	82	A.	Crew cab, 146.0 inch BBC, minimum, 6 passenger, 4 door model with tilt-type hood and fender assembly.	BBC (Front bumper to back of cab) Dimension:	153.5							
		B.	Bench front seat and full width rear bench seat or individual driver seat with two-man passenger seat and full width rear bench seat. Front and rear seats must match in color. Seats must have the same type fabric and pattern, if available.									
		C.	Grab handle(s) for cab entry, located at each entry door.									
		D.	Manufacturer's standard paint and colors.									
BODY:	84	A.	4 cu. yd. dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-4.	Body Manufacturer:	OX							
				Model Number:	MV8509							
				Hoist Manufacturer:	RUGBY							
				Hoist Model Number:	5020							
				Tarp Manufacturer:	MOUNTAIN							
				Tarp Model Number:	10-16							
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.											
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.											
CONDITIONS:	90	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Custom/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.									
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.									
		C.	Paint numbers are referenced only to identify colors.									

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹							
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
OPTIONS:	20.01		Manual transmission, 6-speed minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 9.01:1. Rear axle ratio shall be a 4.10/4.11 for 2400 RPM engines, 4.30/4.33 for 2500 RPM engines, 4.78/4.88 for 2800 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Transmission shall be filled with synthetic lubricant.	Rear Axle Ratio: 4.63	AC	FULLER	FS6406A		OEM		\$ (1,385.00)	Available (Credit)	
		Engine RPM: 2600											
		Top Speed (MPH): 67											
		30.01		Manufacturer's standard 4x4 drive system model in lieu of base equipment 4x2 model. Note: Provide only the difference in price between the 2-wheel drive model and the manufacturer's standard 4x4 model offered.		AC	MERITOR	400-103		OEM	\$ 31,606.00	\$ 30,657.00	3.00%
		50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.		AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%
		60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)		AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%
		62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEAR DRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%
		70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 4, 11R22.5G (14PR) or larger tires for on/off highway use and 2, 11R22.5G (14PR) or larger tires for highway use. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved Equivalent.	Front Tire Code: 093-1G4	AC			OEM	\$ 352.00	\$ 341.00	3.13%	
			Rear Tire Code: 094-ODH										
		80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent.		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%
		80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%
		82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-4H9		OEM			Available (No Cost)
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%	
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 2000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 5 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶	Intended Use
340	5 CU YD DUMP TRUCK, SINGLE AXLE, CREW CAB, CLASS 7, 33,000 LBS. GVWR (4x2)	33,000	17,350	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL MV/CV SERIES, OR APPROVED EQUIVALENT	HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, TRASH, ETC. THIS VEHICLE HAS 4 FULL SIZE DOORS AND IS RECOMMENDED TO TRANSPORT 4 TO 6 INDIVIDUALS.

Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#.###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵
FREIGHTLINER	M2	106	\$ 93,974.00	3%	0%	\$ (200.00)	120-180

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸

ENGINE:	10	A.	Diesel engine, 5.9L, 210 Gross HP (per the latest issue of SAE J1349) and 560 lbs.-ft. Gross Torque, minimum.	Liters: 6.7 Gross HP: 220 Gross Torque: 600																
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMINS/SCR Urea Tank Size (in gallons), if required: 6																
		C.	Standard cooling system with antifreeze.																	
		D.	Dry type air cleaner with service (restriction) indicator.																	
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.																	

ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.															
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.															

TRANSMISSION:	20	A.	Automatic transmission, 6-speed minimum, (International may bid a 5-speed, if required for the engine bid) with provisions for a PTO. Allison 3500RDS, or Approved Equivalent.	Manufacturer: MUNCIE Model Number: SPD-1000														
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.															

AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 12,000 lbs. capacity.																	
		B.	Front shock absorbers.																	
		C.	Front wheel oil-lubricated bearings and seals.																	
		D.	Single speed rear axle and suspension, minimum 21,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.43/6.50 for 2400 RPM engines, 6.50/6.83/6.86 for 2500 RPM engines, 6.43/6.50 for a 2800 RPM engines, (International - 6.14/6.17 for a 2600 RPM engine), or the closest possible ratio available that will provide a top speed of approximately 65 MPH.	Rear Suspension Capacity (lbs.): 21000 Rear Axle Ratio: 6.14 Engine RPM: 2600 Top Speed (MPH): 68																
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.																	
		F.	Auxiliary rear leaf spring(s) or rubber helper.																	
		G.	"No-Spin" or driver control traction differential (DCDL) on rear axle.																	

PERFORMANCE ITEMS:	40	A.	Factory installed speedometer, odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.															
		B.	Power steering.															

COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.																
		B.	Air conditioner with integral heater and defroster.																
		C.	Arm rests both sides, if available; sun visors, both sides.																
		D.	Tinted glass all windows, including windshield.																

		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.															
		B.	Standard electric horn.															
		C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.															

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹					
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷
SAFETY ITEMS:	60	D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.							
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed. NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.							
		F.	All access steps shall be self-cleaning slip-resistant grating.							
		G.	Daytime running lights.							
BRAKES:	62	A.	ABS air brake system, minimum 13.2 cfm air compressor.							
		B.	Spring applied parking brake.							
		C.	Front and rear automatic slack adjusters.							
		D.	Front and rear dust shields.							
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)							
		F.	Low air pressure warning indicator.							
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9					
TIRES & WHEELS:	70	A.	6, 275/80R22.5G (14PR) or 295/75R22.5G (14PR) or larger, tubeless, low profile, radial tires with highway tread.							
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.							
		C.	Front, inside rear and outside rear wheels to be fully interchangeable.							
CHASSIS, FRAME, CAB:	80	A.	Minimum 33,000 lbs. GVWR, factory certified.	GVWR (lbs.):	33000					
		B.	Minimum 1,700,000 in-lbs. RBM frame.	Frame RBM (lbs.):	1808400					
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	84					
		D.	Factory installed fuel tank(s), minimum 70 U.S. gallons.	Fuel Tank(s) Capacity:	80					
		E.	Front tow hooks or tow pins.							
		F.	Standard front bumper.							
CAB EQUIPMENT:	82	A.	Crew cab, 146.0 inch BBC, minimum, 6 passenger, 4 door model with tilt-type hood and fender assembly.	BBC (Front bumper to back of cab) Dimension:	153.5					
		B.	Bench front seat and full width rear bench seat or individual driver seat with 2-man passenger seat and full width rear bench seat. Front and rear seats must match in color. Seats must have the same type fabric and pattern, if available.							
		C.	Grab handle(s) for cab entry, located at each entry door.							
		D.	Manufacturer's standard paint and colors.							
BODY:	84	A.	5 cu. yd. dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-5.	Body Manufacturer:	OX					
				Model Number:	MV8510					
				Hoist Manufacturer:	RUGBY					
				Hoist Model Number:	5020					
Tarp Manufacturer:	MOUNTAIN									
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.									
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.									
CONDITIONS:	90	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.							
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.							
		C.	Paint numbers are referenced only to identify colors.							

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹							
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
OPTIONS:	20.01		Manual transmission, 6-speed minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 9.01:1. Rear axle ratio shall be a 4.10/4.11 for 2400 RPM engines, 4.30/4.33 for 2500 RPM engines, 4.88/4.89 for 2800 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Transmission shall be filled with synthetic lubricant.	Rear Axle Ratio: 4.63	AC	FULLER	FS6406A		OEM		\$ (1,385.00)	Available (Credit)	
		Engine RPM: 2600											
		Top Speed (MPH): 66											
		30.01		Manufacturer's standard 4x4 drive system model in lieu of base equipment 4x2 model. Note: Provide only the difference in price between the 2-wheel drive model and the manufacturer's standard 4x4 model offered.		AC	MERITOR	400-103		OEM	\$ 31,606.00	\$ 30,657.00	3.00%
		50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.		AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%
		60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)		AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%
		62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEARDRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%
		70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 4, 11R22.5G (14PR) or larger tires for on/off highway use and 2, 11R22.5G (14PR) or larger tires for highway use. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved Equivalent.	Front Tire Code: 093-930	AC				OEM	\$ 886.00	\$ 859.00	3.05%
			Rear Tire Code: 094-287										
		80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent.		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%
		80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%
		82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-4H9		OEM			Available (No Cost)
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%	
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 2000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 8 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶				Intended Use
350	8 YARD DUMP TRUCK, 7.6L ENGINE, TANDEM AXLE, CLASS 8, 52,000 LBS. GVWR (6X4)	52,000	30,550	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT				HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, ETC., AND TRANSPORTING UP TO 2 INDIVIDUALS.
Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#,###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵	
FREIGHTLINER	M2	106	\$ 98,268.00	3%	0%	\$ (200.00)	120-180	

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹									
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹		
ENGINE:	10	A.	Diesel engine, wet sleeve, 7.6L, 260 Gross HP (per the latest issue of SAE J1349) and 800 lbs.-ft. Gross Torque, minimum.	Liters: 8.9 Gross HP: 260 Gross Torque: 860										
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMINS/SCR Urea Tank Size (in gallons), if required: 6										
		C.	Standard cooling system with antifreeze.											
		D.	Dry type air cleaner with service (restriction) indicator.											
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.											
ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.											
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.											
TRANSMISSION:	20	A.	Automatic transmission, 6-speed minimum, with provisions for a PTO. Allison 3500RDS, or Approved Equivalent.											
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.	Manufacturer: MUNCIE Model Number: SPD-1000										
AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 12,000 lbs. capacity.											
		B.	Front shock absorbers.											
		C.	Front wheel oil-lubricated bearings and seals.											
		D.	Single speed tandem drive rear axle, minimum 40,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.17 for 2200 RPM engines, 6.43/6.50 for 2400 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Minimum 40,000 lbs. rear suspension with minimum 52 inch steel walking beams. Hendrickson RT2-400/RT403, or Approved Equivalent.	Rear Suspension Type: RT403 Rear Suspension Capacity (lbs.): 40000 Rear Axle Ratio: 5.86 Engine RPM: 2600 Top Speed (MPH): 68										
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.											
		F.	"No-Spin" or driver control traction differential (DCDL) on the rearmost axle or both rear axles.											
PERFORMANCE ITEMS:	40	A.	Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.											
		B.	Power steering.											
COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.											
		B.	Air conditioner with integral heater and defroster.											
		C.	Arm rests both sides, if available; sun visors, both sides.											
		D.	Tinted glass all windows, including windshield.											
		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.											
		B.	Standard electric horn.											

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸
SAFETY ITEMS:	60	C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.								
		D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.								
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed. NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.								
		F.	All access steps shall be self-cleaning slip-resistant grating.								
		G.	Daytime running lights.								
		A.	ABS air brake system, minimum 13.2 cfm air compressor.								
		B.	Spring applied parking brake.								
BRAKES:	62	C.	Front and rear automatic slack adjusters.								
		D.	Front and rear dust shields.								
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)								
		F.	Low air pressure warning indicator.								
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9						
		A.	10, 275/80R22.5G (14PR) or 295/75R22.5G (14PR) or larger, tubeless, low profile, radial tires with highway tread.								
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.								
TIRES & WHEELS:	70	C.	Front, inside rear and outside rear wheels to be fully interchangeable.								
		A.	Minimum 52,000 lbs. GVWR, factory certified.	GVWR (lbs.):	52000						
		B.	Minimum 2,400,000 in-lbs. RBM frame.	Frame RBM (lbs.):	2592000						
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	97						
		D.	Factory installed fuel tank(s), minimum 100 U.S. gallons. State fuel tank(s) capacity.	Fuel Tank(s) Capacity:	100						
		E.	Front tow hooks or tow pins.								
		F.	Standard front bumper.								
CHASSIS, FRAME, CAB:	80	A.	Conventional cab, with tilt-type hood and fender assembly.								
		B.	High back air suspension driver seat with matching fixed base companion seat.								
		C.	Grab handle(s) for cab entry, located at each entry door.								
		D.	Manufacturer's standard paint and colors.								
		E.	Rear cab window with fixed tinted glass.								
		A.	8 cubic yard heavy-duty dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-8.	Body Manufacturer:	OX						
		Model Number:		MV8512							
Hoist Manufacturer:	CRYSTEEL										
Hoist Model Number:	63108										
Tarp Manufacturer:	MOUNTAIN										
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.										
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.										
CAB EQUIPMENT:	82	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.								
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.								
		C.	Paint numbers are referenced only to identify colors.								
		A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.								
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.								
		C.	Paint numbers are referenced only to identify colors.								
		CONDITIONS:	90								

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹						
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸
OPTIONS:	20.01		Direct drive manual transmission, 10 forward speeds minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 19.00:1. Rear axle ratio shall be a 3.90 for 2200 RPM engines, 4.11 for 2400 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Transmission shall be filled with synthetic lubricant. Minimum 14 inch diameter, 2-plate ceramic-faced clutch. NOTE: Include the credit for a manual transmission PTO as specified in the enclosed dump body specification.	Rear Axle Ratio: 4.63	AC	FULLER	RTO11908LL		OEM		\$ (1,287.00)	Available (Credit)
				Engine RPM: 2200								
				Top Speed (MPH): 69								
	50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.		AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%
	60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)		AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%
	62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEARRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%
	70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 8, 11R22.5G (14PR) or larger tires for on/off highway use and 2, 11R22.5G (14PR) or larger tires for on highway use. Bid in lieu of base tires. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved Equivalent.	Front Tire Code: 093-1P2	AC				OEM	\$ 422.00	\$ 409.00	3.08%
				Rear Tire Code: 094-1MR								
	80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent.		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%
	80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-011		OEM	\$ 1,027.00	\$ 996.00	3.02%
	82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-4H9		OEM			Available (No Cost)
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%
82.03		High back air suspension passenger seat. Bid in lieu of the matching fixed base passenger seat specified in Section 82.B.		AC		760-338		OEM	\$ 255.00	\$ 247.00	3.14%	
84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 3000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)													
Exhibit B.3 - Price Sheet - Dump Trucks													
Commodity Code: 25101601 (DUMP TRUCKS)						Truck Body Specifications: 8 CUBIC YARD HEAVY-DUTY DUMP BODY							
Submitted By:			TAMPA TRUCK CENTER LLC			The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.							
Base Vehicle Code ²		Base Vehicle Specification ³				GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶			Intended Use		
360		8 YARD DUMP TRUCK, 7.2L ENGINE, TANDEM AXLE, CLASS 8, 52,000 LBS. GVWR (6X4)				52,000	30,550	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT			HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, ETC., AND TRANSPORTING UP TO 2 INDIVIDUALS.		
Manufacturer/Brand ⁷		Representative Model ⁸		Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#,###.##) ¹⁴	Estimated Lead Time in Days (##) ¹⁵				
FREIGHTLINER		M2		106	\$ 96,249.00	3%	0%	\$ (200.00)	120-180				
Specification Category ¹⁶		Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹		Representative Model Specification ²⁰		Options Specification Information ²¹					
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
ENGINE:		10	A.	Diesel engine, 7.2L, 260 Gross HP (per the latest issue of SAE J1349) and 800 lbs.-ft. Gross Torque, minimum.		Liters: 8.9	Gross HP: 260	Gross Torque: 860					
			B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.		Engine/Emissions Type: CUMMINS/SCR		Urea Tank Size (in gallons), if required: 6					
			C.	Standard cooling system with antifreeze.									
			D.	Dry type air cleaner with service (restriction) indicator.									
			E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.									
ELECTRICAL SYSTEM:		12	A.	Minimum 100 amps 12 v. alternator.									
			B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.									
TRANSMISSION:		20	A.	Automatic transmission, 6-speed minimum, with provisions for a PTO. Allison 3500RDS, or Approved Equivalent.									
			B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.		Manufacturer: MUNCIE	Model Number: SPD-1000						
AXLES & SUSPENSION:		30	A.	Steel front axle and suspension, minimum 12,000 lbs. capacity.									
			B.	Front shock absorbers.									
			C.	Front wheel oil-lubricated bearings and seals.									
			D.	Single speed tandem drive rear axle, minimum 40,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.17 for 2200 RPM engines, 6.43/6.50 for 2400, 6.83 for 2500 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Minimum 40,000 lbs. rear suspension with minimum 52 inch steel walking beams. Hendrickson RT2-400/RT403, or Approved Equivalent.		Rear Suspension Type: RT403	Rear Suspension Capacity (lbs.): 40000	Rear Axle Ratio: 5.86	Engine RPM: 2200	Top Speed (MPH): 67			
			E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.									
			F.	"No-Spin" or driver control traction differential (DCDL) on the rearmost axle or both axles.									
PERFORMANCE ITEMS:		40	A.	Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.									
			B.	Power steering.									
COMFORT ITEMS:		50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.									
			B.	Air conditioner with integral heater and defroster.									
			C.	Arm rests both sides, if available; sun visors, both sides.									
			D.	Tinted glass all windows, including windshield.									
			A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.									
			B.	Standard electric horn.									

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸
SAFETY ITEMS:	60	C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.								
		D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.								
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed. NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.								
		F.	All access steps shall be self-cleaning slip-resistant grating.								
		G.	Daytime running lights.								
		A.	ABS air brake system, minimum 13.2 cfm air compressor.								
		B.	Spring applied parking brake.								
BRAKES:	62	C.	Front and rear automatic slack adjusters.								
		D.	Front and rear dust shields.								
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)								
		F.	Low air pressure warning indicator.								
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9						
		A.	10, 275/80R22.5G (14PR) or 295/75R22.5G (14PR) or larger, tubeless, low profile, radial tires with highway tread.								
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.								
TIRES & WHEELS:	70	C.	Front, inside rear and outside rear wheels to be fully interchangeable.								
		A.	Minimum 52,000 lbs. GVWR, factory certified.	GVWR (lbs.):	52000						
CHASSIS, FRAME, CAB:	80	B.	Minimum 2,400,000 in-lbs. RBM to rear end of frame, factory reinforced if necessary.	Frame RBM (lbs.):	2592000						
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	97						
		D.	Factory installed fuel tank(s), minimum 100 U.S. gallons. State fuel tank(s) capacity.	Fuel Tank(s) Capacity:	100						
		E.	Front tow hooks or tow pins.								
		F.	Standard front bumper.								
CAB EQUIPMENT:	82	A.	Conventional cab, with tilt-type hood and fender assembly.								
		B.	High back air suspension driver seat with matching fixed base companion seat.								
		C.	Grab handle(s) for cab entry, located at each entry door.								
		D.	Manufacturer's standard paint and colors.								
		E.	Rear cab window with fixed tinted glass.								
BODY:	84	A.	8 cubic yard heavy-duty dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-8.	Body Manufacturer:	OX						
				Model Number:	MV8512						
				Hoist Manufacturer:	CRYSTEEL						
				Hoist Model Number:	63108						
				Tarp Manufacturer:	MOUNTAIN						
				Tarp Model Number:	10-16						
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.										
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.										
CONDITIONS:	90	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Custommer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.								
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.								
		C.	Paint numbers are referenced only to identify colors.								

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹							
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
OPTIONS:	20.01		Direct drive manual transmission, 10 forward speeds minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 19.00:1. Rear axle ratio shall be a 3.90 for 2200 RPM engines, 4.11 for 2400 RPM engines, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Transmission shall be filled with synthetic lubricant. Minimum 14 inch diameter, 2-plate ceramic-faced clutch. NOTE: Include the credit for a manual transmission PTO as specified in the enclosed dump body specification.	Rear Axle Ratio: 4.63	AC	FULLER	RTO11908LL		OEM		\$ (1,287.00)	Available (Credit)	
		Engine RPM: 2200											
		Top Speed (MPH): 69											
		50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.		AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%
		60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)		AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%
		62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEARDRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%
		70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 8, 11R22.5G (14PR) or larger tires for on/off highway use and 2, 11R22.5G (14PR) or larger tires for on highway use. Bid in lieu of base tires. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved Equivalent.	Front Tire Code: 093-1P2	AC			OEM	\$ 422.00	\$ 409.00	3.08%	
			Rear Tire Code: 094-1MR										
		80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent.		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%
		80.02		PURCHASER MUST SPECIFY BODY LENGTH AND TYPE (DUMP, STAKE, ETC.) IN ORDER FOR THE DEALER TO INSTALL THE PINTLE HOOK IN THE PROPER LOCATION									
		80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%
		82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-5H9		OEM			Available (No Cost)
		82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%
	82.03		High back air suspension passenger seat. Bid in lieu of the matching fixed base passenger seat specified in Section 82.B.		AC		760-338		OEM	\$ 255.00	\$ 247.00	3.14%	
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 3000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 12 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶				Intended Use
370	12 YARD DUMP TRUCK, 8.8L ENGINE, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)	64,000	41,800	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT				HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, ETC., AND TRANSPORTING UP TO 2 INDIVIDUALS.

Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#,###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵
FREIGHTLINER	M2	106	\$ 106,887.00	3%	0%	\$ (200.00)	120-180

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹						
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸

ENGINE:	10	A.	Diesel engine, wet sleeve, 8.8L, 330 Gross HP (per the latest issue of SAE J1349) and 1100 lbs.-ft. Gross Torque, minimum.	Liters: 8.9 Gross HP: 360 Gross Torque: 1150																
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMINS/SCR Urea Tank Size (in gallons), if required: 6																
		C.	Standard cooling system with antifreeze.																	
		D.	Dry type air cleaner with service (restriction) indicator.																	
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.																	

ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.															
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.															

TRANSMISSION:	20	A.	Manual overdrive transmission, 10 forward speeds minimum, with provisions for a PTO. Transmission must have a minimum low gear reduction of 14.56:1.	Manufacturer: MUNCIE Model Number: SPD-1000															
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.																
		C.	Transmission shall be filled with synthetic lubricant.																
		D.	Minimum 14 inch diameter 2-plate ceramic-faced clutch.																

AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 18,000 lbs. capacity.																
		B.	Front shock absorbers.																
		C.	Front wheel oil-lubricated bearings and seals.																
		D.	Single speed tandem drive rear axle, minimum 46,000 lbs. capacity. Rear axle ratio is to be a 4.88/4.89, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Minimum 46,000 lbs. rear suspension with minimum 54 inch steel walking beams. Hendrickson RT2-460/RT463, Mack Camelback, or Approved Equivalent.	Rear Suspension Type: HAULMAAX Rear Suspension Capacity (lbs.): 46000 Rear Axle Ratio: 4.89 Top Speed (MPH): 70															
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.																
		F.	"No-Spin" or driver control traction differential (DCDL) on the rearmost axle or both axles.																

PERFORMANCE ITEMS:	40	A.	Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.															
		B.	Power steering.															

COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.																
		B.	Air conditioner with integral heater and defroster.																
		C.	Arm rests both sides, if available; sun visors, both sides.																
		D.	Tinted glass all windows, including windshield.																
		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.																

		B.	Standard electric horn.															
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Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹							
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹
SAFETY ITEMS:	60	C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.									
		D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.									
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed. NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.									
		F.	All access steps shall be self-cleaning slip-resistant grating.									
		G.	Daytime running lights.									
		A.	ABS air brake system, minimum 13.2 cfm air compressor.									
		B.	Spring applied parking brake.									
BRAKES:	62	C.	Front and rear automatic slack adjusters.									
		D.	Front and rear dust shields.									
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)									
		F.	Low air pressure warning indicator.									
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9							
		A.	Tubeless radial tires with highway tread. Bid 8, 11R22.5H (16 PR) or larger rear tires and 2, 385/65R22.5J (18PR) or larger front tires.									
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.									
TIRES & WHEELS:	70	C.	Front, inside rear and outside rear wheels to be fully interchangeable.									
		A.	Minimum 64,000 lbs. GVWR, factory certified.	GVWR (lbs.):	64000							
		B.	Minimum 2,700,000 in-lbs. RBM to rear end of frame, factory reinforced if necessary.	Frame RBM (lbs.):	3217200							
CHASSIS, FRAME, CAB:	80	C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	108							
		D.	Factory installed fuel tank(s), minimum 100 U.S. gallons. State fuel tank(s) capacity.	Fuel Tank(s) Capacity:	100							
		E.	Front tow hooks or tow pins.									
		F.	Standard front bumper.									
		A.	Conventional cab, with tilt-type hood and fender assembly.									
		B.	High back air suspension driver seat with matching fixed base companion seat.									
CAB EQUIPMENT:	82	C.	Grab handle(s) for cab entry, located at each entry door.									
		D.	Manufacturer's standard paint and colors.									
		E.	Rear cab window with fixed tinted glass.									
		A.	12 cubic yard heavy-duty dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification: DUMP-12 section.	Body Manufacturer:	OX							
				Model Number:	MV8514							
		Hoist Manufacturer:	CYRSTEEL									
		Hoist Model Number:	63108									
		Tarp Manufacturer:	MOUNTAIN									
		Tarp Model Number:	10-16									
BODY:	84	B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.									
		C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.									
		A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Custom/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.									
CONDITIONS:	90	B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.									
		C.	Paint numbers are referenced only to identify colors.									
		50.01	Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.	AC				Non-OEM	\$ 200.00	\$ 200.00	0.00%	
60.01	Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)	AC				Non-OEM	\$ 300.00	\$ 300.00	0.00%			

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹											
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹				
OPTIONS:	62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.		AC	CLEARDRAIN	477-022		OEM	\$ 2,280.00	\$ 2,211.00	3.03%				
	70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 8, 11R22.5H (16PR) or larger tires for on/off highway use. Bid in lieu of base tires. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved	<table border="1"> <tr> <td>Front Tire Code:</td> <td></td> </tr> <tr> <td>Rear Tire Code:</td> <td>094-1E5</td> </tr> </table>	Front Tire Code:		Rear Tire Code:	094-1E5	AC				OEM	\$ 181.00	\$ 175.00	3.31%
	Front Tire Code:															
	Rear Tire Code:	094-1E5														
	80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent. PURCHASER MUST SPECIFY BODY LENGTH AND TYPE (DUMP, STAKE, ETC.) IN ORDER FOR THE DEALER TO INSTALL THE PINTLE HOOK IN THE PROPER LOCATION		AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%				
	80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.		AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%				
	82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).		NC		980-4H9		OEM			Available (No Cost)				
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.		AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%				
	82.03		High back air suspension passenger seat. Bid in lieu of the matching fixed base passenger seat specified in Section 82.B.		AC		760-338		OEM	\$ 255.00	\$ 247.00	3.14%				
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 3000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.		AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%				
84.02		Twin telescopic hoist for 12 cubic yard dump body. Galion UT66392, Heil Model HP2T52-72, Warren CFT-5397, or Approved Equivalent. Hoist is to be an N.T.E.A. Class 110, minimum. Bid in lieu of hoist specified in DUMP-12.		NA							Not Available					

MEDIUM AND HEAVY TRUCKS (25101600-21-STC)

Exhibit B.3 - Price Sheet - Dump Trucks

Commodity Code: 25101601 (DUMP TRUCKS) **Truck Body Specifications: 12 CUBIC YARD HEAVY-DUTY DUMP BODY**

Submitted By: TAMPA TRUCK CENTER LLC **The detailed specifications are not complete unless used in conjunction with the Price Sheet and Exhibit A, Scope of Work.**

Base Vehicle Code ²	Base Vehicle Specification ³	GVWR (lbs.) ⁴	Payload Capacity (approx. lbs.) ⁵	Accepted Brands ⁶				Intended Use
380	12 YARD DUMP TRUCK, 8.3L ENGINE, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)	64,000	41,800	FREIGHTLINER M2/108/114/122, INTERNATIONAL LONESTAR/LT/RH SERIES, OR APPROVED EQUIVALENT				HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, ETC., AND TRANSPORTING UP TO 2 INDIVIDUALS.
Manufacturer/Brand ⁷	Representative Model ⁸	Representative Model Number ⁹	Base Vehicle Price (\$###,###.##) ¹⁰	OEM Options Discount (##%) ¹¹	Non-OEM Options Discount (##%) ¹²	Customer Pick-Up Discount (\$#,###.##) ¹⁴	Estimated Lead Time in Days (##) ¹⁵	
FREIGHTLINER	M2	106	\$ 106,330.00	3%	0%	\$ (200.00)	120-180	

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹											
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹				
ENGINE:	10	A.	Diesel engine, wet sleeve, 8.3L, 285 Gross HP (per the latest issue of SAE J1349) and 800 lbs.-ft. Gross Torque, minimum.	Liters: 8.9 Gross HP: 300 Gross Torque: 860												
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	Engine/Emissions Type: CUMMINS/SCR Urea Tank Size (in gallons), if required: 6												
		C.	Standard cooling system with antifreeze.													
		D.	Dry type air cleaner with service (restriction) indicator.													
		E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.													
ELECTRICAL SYSTEM:	12	A.	Minimum 100 amps 12 v. alternator.													
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F.													
TRANSMISSION:	20	A.	Automatic transmission, 6-speed minimum, with provisions for a PTO. Allison 3500RDS, or Approved Equivalent.													
		B.	Electronic PTO overspeed control. Chelsea, Muncie, or Approved Equivalent.	Manufacturer: MUNCIE Model Number: SPD-1000												
AXLES & SUSPENSION:	30	A.	Steel front axle and suspension, minimum 18,000 lbs. capacity.													
		B.	Front shock absorbers.													
		C.	Front wheel oil-lubricated bearings and seals.													
		D.	Single speed tandem drive rear axle, minimum 46,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.17, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Minimum 46,000 lbs. rear suspension with minimum 54 inch steel walking beams. Hendrickson RT2-460/RT463, or Approved Equivalent.	Rear Suspension Type: HAULMAAX Rear Suspension Capacity (lbs.): 46000 Rear Axle Ratio: 6.14 Top Speed (MPH): 67												
		E.	Front wheel hubs and rear axle shall be filled with synthetic lubricant.													
PERFORMANCE ITEMS:	40	A.	Factory installed speedometer; odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.													
		B.	Power steering.													
COMFORT ITEMS:	50	A.	Factory installed AM-FM stereo radio with 2 speakers and antenna.													
		B.	Air conditioner with integral heater and defroster.													
		C.	Arm rests both sides, if available; sun visors, both sides.													
		D.	Tinted glass all windows, including windshield.													
		A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.													
		B.	Standard electric horn.													
		C.	Outside mirrors, left and right side. Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.													

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰	Options Specification Information ²¹								
					Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹	
SAFETY ITEMS:	60	D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.										
		E.	Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed. NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.										
		F.	All access steps shall be self-cleaning slip-resistant grating.										
		G.	Daytime running lights.										
BRAKES:	62	A.	ABS air brake system, minimum 13.2 cfm air compressor.										
		B.	Spring applied parking brake.										
		C.	Front and rear automatic slack adjusters.										
		D.	Front and rear dust shields.										
		E.	Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)										
		F.	Low air pressure warning indicator.										
		G.	Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200, or Approved Equivalent.	Air Dryer with Heater Type:	AD-9								
TIRES & WHEELS:	70	A.	Tubeless radial tires with highway tread. Bid 8, 11R22.5H (16 PR) or larger rear tires and 2, 385/65R22.5J (18PR) or larger front tires.										
		B.	All wheels to be 1-piece steel disc, 10-hole, I.S.O. hub pilot mount, 22.5 inch diameter.										
		C.	Front, inside rear and outside rear wheels to be fully interchangeable.										
CHASSIS, FRAME, CAB:	80	A.	Minimum 64,000 lbs. GVWR, factory certified.	GVWR (lbs.):	64000								
		B.	Minimum 2,700,000 in-lbs. RBM to rear end of frame, factory reinforced if necessary.	Frame RBM (lbs.):	3217200								
		C.	Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of 3 to 5 inches.	Cab/Body (CB) Clearance:	108								
		D.	Factory installed fuel tank(s), minimum 100 U.S. gallons. State fuel tank(s) capacity.	Fuel Tank(s) Capacity:	100								
		E.	Front tow hooks or tow pins.										
		F.	Standard front bumper.										
CAB EQUIPMENT:	82	A.	Conventional cab, with tilt-type hood and fender assembly.										
		B.	High back air suspension driver seat with matching fixed base companion seat.										
		C.	Grab handle(s) for cab entry, located at each entry door.										
		D.	Manufacturer's standard paint and colors.										
		E.	Rear cab window with fixed tinted glass.										
BODY:	84	A.	12 cubic yard heavy-duty dump body, installed, with hoist and electric roll-up dump body tarp system, as per Specification DUMP-12.	Body Manufacturer:	OX								
				Model Number:	MV8514								
				Hoist Manufacturer:	CRYSTEEL								
				Hoist Model Number:	63108								
Tarp Manufacturer:	MOUNTAIN												
Tarp Model Number:	10-16												
B.	Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.												
C.	Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.												
CONDITIONS:	90	A.	Respondent shall provide a manufacturer's print-out (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.										
		B.	Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.										
		C.	Paint numbers are referenced only to identify colors.										
	50.01		Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.	AC					Non-OEM	\$ 200.00	\$ 200.00	0.00%	
	60.01		Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately 36 inches in length located on the left and right front corners of the vehicle.)	AC					Non-OEM	\$ 300.00	\$ 300.00	0.00%	
	62.01		Automatic air brake drain system. ClearDrain System, or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable.	AC	CLEARRAIN	477-022			OEM	\$ 2,280.00	\$ 2,211.00	3.03%	

Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹	Representative Model Specification ²⁰		Options Specification Information ²¹								
						Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶	Option MSRP ²⁷	Option Price ²⁸	Option Calculated Discount ²⁹	
OPTIONS:	70.01		Tubeless radial tires with on/off highway tread for rear only. Bid 8, 11R22.5H (16PR) or larger tires for on/off highway use. Bid in lieu of base tires. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL, or Approved	Front Tire Code:		AC				OEM	\$ 181.00	\$ 175.00	3.31%	
			Rear Tire Code:	094-1E5										
	80.01		Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than 14 inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30, or Approved Equivalent. PURCHASER MUST SPECIFY BODY LENGTH AND TYPE (DUMP, STAKE, ETC.) IN ORDER FOR THE DEALER TO INSTALL THE PINTLE HOOK IN THE PROPER LOCATION.			AC	WALLACE	B30		Non-OEM	\$ 1,850.00	\$ 1,850.00	0.00%	
	80.02		Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.			AC		019-001		OEM	\$ 1,027.00	\$ 996.00	3.02%	
	82.01		Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).			NC		980-4H9		OEM				Available (No Cost)
	82.02		2-tone colors. Manufacturer's standard 2-tone colors.			AC		065-902		OEM	\$ 1,426.00	\$ 1,383.00	3.02%	
	82.03		High back air suspension passenger seat. Bid in lieu of the matching fixed base passenger seat specified in Section 82.B.			AC		760-338		OEM	\$ 255.00	\$ 247.00	3.14%	
	84.01		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 3000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate.			AC	PHILLIPS	VIBRA2000		Non-OEM	\$ 1,490.00	\$ 1,490.00	0.00%	
	84.02		Twin telescopic hoist for 12 cubic yard dump body. Galion UT66392, HeilModel HP2T52-72, Warren CFT-5397, or Approved Equivalent. Hoist is to be an N.T.E.A. Class 110, minimum. Bid in lieu of hoist specified in DUMP-12.			NA								Not Available

UNSPSC: 25101601	GROUP 3: DUMP TRUCK BODY SPECIFICATIONS (DUMP-12) TWELVE CUBIC YARD HEAVY-DUTY DUMP BODY	
STATE OF FLORIDA BASE VEHICLE SPECIFICATION		
REPRESENTATIVE MODEL(S):	GALION 502F, GAR-P 86, GODWIN 400-T, HEIL MODEL HPT-HD12YD14, JHE 314-40-12, OX BODIES 14FT12-14YD, T&T TT-200, WARREN FL650-14 OR APPROVED EQUIVALENT	
SCOPE:	<p>The requirements specified herein apply to all bodies supplied with trucks purchased under the terms and conditions of this contract.</p> <p>The intent of this specification is to provide minimum requirements for a dump body and hoist combination to be used by the State and various political subdivisions. Due to the nature of government work, all body/hoist combinations delivered under this specification may be subject to use under adverse conditions such as dumping on road shoulders at a slight angle and spot dumping of loads. Vendor will be held responsible for supplying equipment that will withstand this intended use for the life of the chassis (approximately ten (10) years). Parts and service must be readily available throughout the Purchasing District(s) bid.</p>	
SAFETY:	Heavy-Duty dump body, hoist and electric roll-up dump body tarp systems shall conform to all applicable Federal Motor Vehicle Safety Standards (“FMVSS”) and State of Florida vehicle safety laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.	
REQUIREMENTS:	<p>In the priority listed herein, each State of Florida Base Vehicle Heavy-Duty Dump Body, Hoist and Electric Roll-Up Dump Body Tarp System shall comply with the following:</p> <ul style="list-style-type: none"> • Scope of Work; • the individual Base Vehicle Specification contained in the applicable Base Vehicle Tab in the Price Sheet Workbooks; and • the following Requirements: 	
BODY REQUIREMENTS		
A. Capacity:		
1.	Minimum twelve (12) cubic yard capacity, water level, without sideboards	
2.	Dimensions (minimum): <ul style="list-style-type: none"> • Inside Length: fourteen (14) feet, zero (0) inches • Inside Width: seven (7) feet, zero (0) inches • Side Height: three (3) feet, four (4) inches • End Heights: four (4) feet, zero (0) inches 	
3.	This body will be used with sideboards installed by the user, so all capacity derived load ratings must be based on fourteen (14) cubic yards capacity.	
B. Under structure Construction:		
1.	Under structure to consist of two (2), six (6) inch I-beam structural steel longitudinal beams and four (4) inch I-beam structural steel transverse members.	
2.	Transverse members are to be evenly spaced along the longitudinal beams; however, in no case shall there be spacing greater than twelve (12) inches off-center between transverse members.	
3.	Transverse member fabrication and installation must meet the following requirements: extend the entire width of the body, welded on both sides to the longitudinal beams, gusseted to each longitudinal with 1/4 inch steel plate, and welded to the rub rail on each end.	
C. Body Construction:		
1.	Sides, front, rear apron, cab protector, and tailgate are to be constructed with minimum eight (8) gauge hi-tensile (minimum 45,000 PSI yield strength) steel plate.	
2.	Floor is to be constructed with minimum 3/16 inch gauge hi-tensile (minimum 45,000 PSI yield strength) steel plate.	
3.	All horizontal braces and rub rails are to be sloped to allow debris and dirt to fall off.	

4.	Floor to side must have 45 degree slope or two (2) inch radius.
5.	Top rails to be reinforced box-type construction.
6.	Minimum of five (5) vertical side braces or one (1) full length horizontal brace on each side of body in addition to full depth rear corner posts. Tailgate must be reinforced with two (2) vertical and two (2) horizontal braces.
7.	Body to be equipped with heavy-duty hardware, fabricated steel tailgate hinges, and double thickness spreader chain key slots.
8.	Full-depth rear apron and a half cab protector.
9.	Pockets for extension sideboards are to be provided at the front and rear of each top rail.
10.	Continuous weld construction is required throughout. A suitable chain weld is acceptable for the top rail only, if that is part of the manufacturer's standard construction practice. All seams or overlapped joints shall have a full penetration weld or to be welded on both sides.
11.	This body shall be structurally sound at a loading of 47,600 lbs. payload.

HOIST REQUIREMENTS:

A. Capacity:

1.	Hoist provided is to be an N.T.E.A. Class 110, minimum. Hoist is to be a Galion FD73126-A, Godwin 63-120, Heil HPT63-120, Ox Bodies 73110-14, Warren VTLW63110 or Approved Equivalent.
2.	Hoist must be rated by the vendor for a payload of 47,600 lbs. (23.8 tons) plus the weight of the body supplied, minimum. Vendor should consider anticipated rear overhang when rating hoist capacity.

B. Type

1.	Hoist is to be a front mount, telescopic type.
2.	Hoist is to be a packaged unit to include heavy-duty hinges, direct mount hydraulic pump, and all necessary controls required for operation.
3.	An OSHA approved hinged body props must be installed on each side of the body.
4.	Hoist provided must raise the body to a dump angle of 50 degrees, minimum.
5.	<p>SINGLE AXLE DUMPS: Hydraulic pump must be a direct mount, pump/valve design with an SAE "B" mounting flange to the transmission PTO. The pump shall include an air shift control valve for vehicles equipped with air brakes and a cable controlled valve for vehicles equipped with hydraulic brakes. Vendor must supply hydraulic pump and reservoir, all adapters, couplings, hoses, fittings, etc. sized and required for proper operation.</p> <p>TANDEM AXLE TRUCKS: Hydraulic pump must be a direct mount or remote mount only on an automatic transmission. The pump shall be air shift. The direct mount flange shall be an SAE "B" compatible with PTO. Remote mount hydraulic pumps shall have a sufficient driveline as short as practical with 1000 series needle bearing u-joints aligned properly for long life.</p>
6.	Transmission mounted PTO shall be a Chelsea 276 or Muncie CS Series, electric-over-hydraulic shift, with over speed control when specified or Approved Equivalent for vehicles equipped with an automatic transmission; or a Chelsea 230 or Muncie TG Series, electric-over-air shift or Approved Equivalent, for vehicles equipped with a manual transmission. All transmission PTO's shall have an SAE "B" direct mount flange for mating with pump. System must include a light to indicate when the PTO is engaged.
7.	The PTO switch, indicator light, and hydraulic pump air shift control valve (vehicles equipped with air brakes) shall be installed in a control tower located between the driver and passenger seats or dash mounted control panel readily accessible to the driver.

	<p>The PTO control for trucks equipped with automatic transmissions shall have a shielded, illuminated rocker switch in the dash mounted control panel. For trucks with air brakes the pump control shall be feathered air with a neutral safety lock to prevent accidental PTO engagement. It shall have a spring return to neutral for hoist down.</p> <p>The PTO controls for trucks equipped with manual transmissions without air brakes shall be electric shift and the pump control shall be cable shift with a floor mounted console or stand. The shift controls shall include a mechanical safety interlock to prevent accidental PTO engagement, automatic PTO disengagement when in the "lower" position (to prevent the PTO from being accidentally left in gear); spring return valve (dead man control) in the "raise" position, and controlled lowering (feathering) for smooth dump body decent. Controls to be Chelsea 329144X "PTO/dump pump combo valve" or Muncie K90D "PTO/pump valve" or Approved Equivalent. Vehicles equipped with hydraulic brakes shall have a dash mounted PTO switch and a stainless steel wire, vinyl covered cable to operate the hydraulic pump valve. The cable must be located accessibly, on the floor between the driver's door and the left front corner of the seat.</p>
8.	A raised body indicator with a minimum 1-1/2 inch diameter blinking amber light on driver side of dash must be installed. The indicator shall function when the body is lifted off the frame, when the ignition key is on.
9.	Note: In the event that the above combinations present problems, it is the bidder's responsibility to offer solutions based on the newest product available to meet the using agency's needs.

OTHER REQUIREMENTS:

A.	Electric roll-up dump body cover installed and ready for use. Tarp to be heavy-duty vinyl mesh, dark color only. Tarp system must include a direct drive gear motor assembly, underbody or side mount spring assembly and a control switch mounted inside the cab readily accessible to the driver. Arm assembly shall be constructed from steel tubing. All metal parts to be painted as necessary to match body. Aero Industries, Inc. Model 50, Donovan Enterprises, Inc. Model 5000 EL-D; Pioneer Model EDD 1500D; Roll-Rite Corp. Model RR503; or Approved Equivalent.
B.	All lights and reflectors shall be installed in shock-mounted recessed fixtures, in accordance with SAE/ICC Regulations.
C.	Body is to be painted with two (2) coats of rust-inhibiting primer and one (1) coat of finish paint. Finish paint is to be DuPont Centari or Approved Equivalent only. Body color is to match the lower portion of the truck cab. Vendor must consider optional paint schemes in the detailed truck specifications. Vendor is not required to finish paint the inside of the body, but a minimum of one (1) coat of primer must cover the entire inside of the body.
D.	Hoist is to be painted to match truck frame.
E.	A 100 percent parts and labor warranty covering all components of the bodies and hoists must be provided for a period of twelve (12) months with unlimited mileage.

NOTES:

A.	The body specified herein is not intended to be a standard production body, however if the materials or workmanship used in a standard production body exceed these specifications in any way, and then said features of the standard production body shall apply.
B.	An electric backup alarm and mud flaps are included with all "base" units. Do not include price for backup alarm or mud flaps in body price.
C.	In order for a body to receive an Approved Equivalent rating, the manufacturer must have constructed a minimum of 200 units of the same size and type, as well as meeting all requirements of the detailed specifications.

D.	THE STATE OF FLORIDA BASE VEHICLE SPECIFICATION IS NOT COMPLETE UNLESS IT IS USED IN CONJUNCTION WITH THE COMPLETE REQUIREMENTS, SPECIFICATIONS, TERMS, AND CONDITIONS.
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Last Updated: 3/15/2016



**State Term Contract
No. 25101600-21-STC
For
Medium and Heavy Trucks**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Tampa Truck Center LLC** (Contractor) with its principal place of business located at 7528 US Highway 301 North, Tampa, Florida 33637, collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for five years. The Initial Contract Term shall begin on October 1, 2021. The Contract shall expire on September 30, 2026 unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Order of Precedence.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit B, Price Sheet(s)
- d) Exhibit C, Additional Special Contract Conditions
- e) Exhibit D, Special Contract Conditions
- f) Exhibit E, Price Quote Form (PQF)
- g) Exhibit F, Acknowledgement of Order Form
- h) Exhibit G, Preferred Pricing Affidavit

**State Term Contract
No. 25101600-21-STC
For
Medium and Heavy Trucks**

IV. Contract Management.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Scott Endris
Tampa Truck Center LLC.
7528 US Highway 301 North
Tampa, Florida 33637
Telephone: (813) 293-0866
Email: sendris@southporttruck.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Tampa Truck Center LLC

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

B3E8BDDFD011418...
[Name]

J. Todd Inman, Secretary

9/27/2021 | 10:35 AM CDT

Date:

Date:

**State Term Contract
No. 25101600-21-STC
For
Medium and Heavy Trucks**

IV. Contract Management.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Scott Endris
Tampa Truck Center LLC.
7528 US Highway 301 North
Tampa, Florida 33637
Telephone: (813) 293-0866
Email: sendris@southporttruck.com


This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Tampa Truck Center LLC

DocuSigned by:
Scott Endris
[Name]

9/27/2021 | 10:35 AM CDT
Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**


J. Todd Inman, Secretary

9/29/2021
Date:



Exhibit A Scope of Work

1. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Accepted Brands – The Manufacturer(s) specified by the Department for a particular Base Vehicle Specification.

Approved Equivalent – A Representative Model manufactured by a producer/provider other than Accepted Brands which meet the required Base Vehicle Specifications. Equivalence is determined by the Department by comparing the Representative Model's vehicle specifications with the Base Vehicle Specifications. The Department reserves the right to independently verify information provided by the Bidder, including but not limited to, the equivalence of Representative Models.

Base Vehicle Specification – A Department-specified Commodity that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions herein, and may include Components, Features, or Configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes (F.S.), from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code – The State's numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities and services.

Component, Feature or Configuration – An element, piece, part, module, package, element Group, piece Group, parts Group, module Group, or package Group of a Commodity, Representative Model or Option.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from ITB No. 21-25101600-ITB.

Contractor – A vendor that entered into a Contract with the Department as a result of ITB No. 21-25101600-ITB. A Contractor can be a Manufacturer or Dealer.

Customer – A State Agency or Eligible User.

Dealer – A Manufacturer’s certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models and Options from the Manufacturer. Dealers may be Contractor-owned and -controlled (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Free on Board (FOB) Destination – As defined in section 672.319(1)(b)., Florida Statutes.

Gross Vehicle Weight Rating (GVWR) – The combined weight of vehicle and its payload capacity.

Group – A collection of Base Vehicle Specifications, as described in this Scope of Work, and Exhibit B, Price Sheet(s).

Heavy Truck – The Federal Highway Administration (FHWA), truck group classes 7 - 8.

Manufacturer – The original producer or provider of Representative Models or Options which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with “Brand”.

Manufacturer’s Last Order Date – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

Manufacturer’s Suggested Retail Price (MSRP) – The Manufacturer’s recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, Options, and contractual services without benefit of a Contract. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model, or contractual service, the Contractor will supply the lowest price as the MSRP.

Medium Truck – The Federal Highway Administration (FHWA), truck group classes 3 – 6.

MSRP Credit – The MSRP of the Option that is deducted from the MSRP of the Vehicle price paid by the Customer if the Option is removed from the Vehicle.

MSRP List – A collection of MSRPs and related information broken down by specific Representative Models and their associated Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under this Contract:

- Manufacturer's Annual U.S. Price Book;
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition.

MSRP Sheet – The MSRP sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

Net Price – The final price paid by the Customer after applying all discounts and credits.

Non-OEM Option – An Option produced by a Manufacturer other than the Manufacturer of the associated Representative Model.

OEM Option – An Option produced by the Manufacturer of the associated Representative Model.

Option – A Manufacturer's new and unused optional Component, Feature, or Configuration not specified by the Department as standard on the Base Vehicle Specifications, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Representative Model by the Manufacturer, port or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer. May include OEM Options and Non-OEM Options and may be considered aftermarket options.

Original Equipment Manufacturer (OEM) – The original producer of a Commodity.

Representative Model – A specific Medium or Heavy Truck that meets a Base Vehicle Specification. A Representative Model may include Manufacturer's name, trade name, Brand name, make name, model name, model number, catalog number, or other information provided which meets the requirements, specifications, terms, and conditions specified by the Department herein, and may include Components, Features, or Configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model, Representative Vehicle, Standard Vehicle, or Vehicle.

State – The State of Florida.

2. Purpose

To provide Customers within the State the ability to acquire new and unused Medium and Heavy Trucks. The Contractor shall provide Medium and Heavy Trucks in accordance with the specifications contained herein. The Medium and Heavy Truck Commodities offered under the Contract shall be classified under six Groups, which are listed and described as follows:

Group No.	Group Description
1	CHASSIS CABS
2	FLAT BED DUMP TRUCKS
3	DUMP TRUCKS
4	FLAT BED STAKE BODY TRUCKS
5	DRY FREIGHT TRUCKS
6	TRUCK TRACTORS

The Contract is intended to cover only those Medium and Heavy Trucks generally used by the State as listed and described herein and does not include all varieties of Medium and Heavy Trucks that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

The Contractor shall be responsible for immediately removing all non-eligible and Department unauthorized Commodities under the Contract from the Contractor's MSRP List.

3. Commodity Specifications and Standards

The Base Vehicle Specifications and Options are based on the available information known to the Department at the time of the solicitation, including the known needs of Customers and information obtained using Autodata, Inc. d/b/a Chrome Data's Carbook Pro Fleet Edition. Options listed in Exhibit B, Price Sheet (C.4) were identified based on known Customer needs and the respective Manufacturer's data. The Contract specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's Contract specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

The Contractor shall ensure that all Commodities, including all Representative Models, Options, and the respective Components, Features, or Configurations, shall individually and jointly comply with the following:

- a. All Commodities shall be designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service per the Scope of Work;
- b. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
- c. All Representative Models shall be diesel powered. choices for alternative fuel fuels (compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered) can be listed for reference and customer selection if desired.
- d. All Commodities shall include all Option standard features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current standard procedures, requirements, and specifications;
- e. All Representative Models shall meet the Automatic Air Brake Drain System Specifications, which are available at <https://www.dms.myflorida.com/content/download/152586/1015180/file/AIRBRAKE.pdf>;
- f. All Commodities shall be free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;
- g. All Commodities shall comply with current legal, customary, reasonable, and professional standards of the Medium and Heavy Trucks industry;

- h. All Commodities shall comply with current mandatory and applicable federal and State Medium and Heavy Trucks requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and
- i. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Representative Models and Options and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) is permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and Contract termination.

4. Truck Body Specifications

Contractors shall satisfy the truck body requirements in accordance with the specifications contained herein.

Group No.	Base Vehicle Code	Description	Specification
1	N/A	Chassis Cab Only	N/A
2	210, 240	12 Foot Flat Bed Heavy-Duty Dump Body	FLAT-12
	220, 230, 250, 260	14 Foot Flat Bed Heavy-Duty Dump Body	FLAT-14
3	310, 330	Four Cubic Yard Heavy-Duty Dump Body	DUMP-4
	320, 340	Five Cubic Yard Heavy-Duty Dump Body	DUMP-5
	350, 360	Eight Cubic Yard Heavy-Duty Dump Body	DUMP-8
	370, 380	12 Cubic Yard Heavy-Duty Dump Body	DUMP-12
4	410, 440, 450, 460	14 Foot Extra Heavy-Duty Stake Body	STAKE-14
	420	18 Foot Extra Heavy-Duty Stake Body	STAKE-18
	430	22 Foot Extra Heavy-Duty Stake Body	STAKE-22
5	510	16 Foot Van Body, Aluminum, Dry Freight	FREIGHT-16
	520	20 Foot Van Body, Aluminum, Dry Freight	FREIGHT-20
	530	24 Foot Van Body, Aluminum, Dry Freight	FREIGHT-24
6	N/A	Truck Tractor Only	N/A

The Contract is only intended to cover Medium and Heavy Trucks used or utilized by the State as listed and described herein and does not include all varieties of Medium and Heavy Trucks that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

5. Options, Components, Features and Configurations

All Representative Models, Options, must be manufactured by the specified Manufacturer of the Commodity provided. Where a Representative Model is specified for an Option, Component, Feature or Configuration only the specified Commodity may be offered and provided. All Options, Components, Features or Configurations must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Customer approval. All Options, Components, Features or Configurations of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Manufacturer, except as follows:

- If the Option, Component, Feature or Configuration is specified as a port installed or Dealer installed Option, Component, Feature or Configuration by the Manufacturer; or
- If the Option, Component, Feature or Configuration is not available from the Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor.

6. Luxury or Sport Vehicles or Features

Unless otherwise indicated within the Base Vehicle Specification, no luxury or sports features will be considered or permitted. The Department, in its sole determination, shall determine what is a luxury or sport feature. To date, the Department has determined luxury or sports features include the following:

- Manufacturer's Signature or Specialty editions; and
- Leather upholstery (seats or interior), sunroofs, and moon roofs.

7. Installation

When installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheet. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance of any Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

7.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis separately, the Contractor must facilitate obtaining the required Manufacturer Certified Certificate, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present pursuant to Florida license requirements. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The Contractor is responsible for facilitating body transfers and installations at no additional cost to the Customer. While facilitating body transfers and installations, the Contractor must ensure that all work is performed by a certified vendor and that all work meets or exceeds FMVSS

standards. The Customer may incur an additional cost for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the price shall be included on the Price Quote Form (PQF) from the Contractor.

8. Full-Service Repair Facilities

The Contractor shall maintain at least one factory-authorized service station or servicing dealer within the State to perform warranty repairs and adjustments throughout the Contract term at no additional cost to Customer(s) or the Department. The Contractor shall promptly notify the Department in writing of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor will list this additional service as a separate item on the invoice.

9. Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State regulations regarding the Commodities and contractual services' specifications, safety, and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of commodities and contractual services provided. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

10. Acceptable Publications

The Customer may request, and the Contractor shall provide, within three Business Days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

1. A copy of the Manufacturer's Computer Printout (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) for each Commodity offered.
2. MSRP List. The MSRP and MSRP List may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract (see definition, MSRP).
3. Manufacturer's standard warranties; and
4. The Manufacturer's official fleet or retail websites.

During the term of the Contract, the Contractor shall supply printed sales literature and technical information to Customers upon request, unless the literature and information requested is

available on the Contractor's or Manufacturer's website. If the literature and information is available on the Contractor's website, the Contractor shall direct the requesting Customer to its specific website location.

11. Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

12. Warranty

The Manufacturer's standard warranty shall cover all Commodities and contractual services offered through the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's standard warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the Final Inspection and Acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

13. Recall(s)

In the event there is a recall of any of the Commodities, including but not limited to any Vehicle, Options, Components, Features or Configurations, or any other any parts therein, ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer reasonable assistance in locating and recovering any equipment or recalled equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective recalled equipment are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to recalled equipment shall be at Contractor's own expense.

14. Manufacturer's Last Order Date, Production Notification, and Representative Model Replacement

The Contractor shall notify the Department's Contract Manager of a contracted Vehicle Manufacturer's Last Order Date by email no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than 30 calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify the Department's Contract Manager no later than the next Business Day by email or telephone following Contractor receiving notice of the Last Order Date from the Manufacturer. The Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Department's Contract Manager upon request.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day.

Upon receipt of a purchase order from a Customer, the Contractor shall immediately notify the ordering Customer of any conflicts with the Manufacturer's Last Order Date by telephone and include the Manufacturer's Last Order Date in the completed Acknowledgement of Order Form provided to Customer in accordance with the Acknowledgement of Order section listed in the Scope of Work. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the purchase order without penalty, or maintain the purchase order knowledgeable of the risk of potential non-Delivery without recourse. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all purchase orders received by the vendor and maintained by the Customer after a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide the new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

If the Contractor wishes to replace any awarded Representative Model due to a revision, alteration, addition, or technical improvement, the Contractor shall submit the Representative Model change to the Department's Contract Manager. The proposed replacement must meet or exceed the Department's Base Vehicle Specifications for the awarded Representative Model and must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the replacement offered must be equal to or less than the current Contract Price for the awarded Representative Model the Contractor is seeking to update. The Contractor shall provide the Department with any documents requested by the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination to accept or reject the proposed replacement. If the Department rejects the proposed replacement or if there is no proposed replacement offered for a Representative Model that is no longer available, the Department may, at its sole discretion, remove the Representative Model from the Contract.

In the event that a Representative Model is no longer available or no longer meets the Contract specifications, the Contractor shall be responsible for notifying the Department's Contract Manager in writing within seven calendar days.

15. Vehicle Needs

All State agencies shall comply with sections 287.14(2) and 287.151, F.S. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Exhibit E, Price Quote Form (PQF). The Customer is encouraged to seek more than one quote from the identified awarded Contractors of the Vehicle, where available.

16. Price Quotes

The Contractor prepares and submits to the Customer a price quote for the requested Commodity(ies) using Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), Options (including aftermarket options) and Options discount(s) shall be itemized on the PQF, along with the applicable pricing information. Options shall be listed separately and include specific brand and model information, along with labor charges and installation charges listed separately. The price quoted for the Representative Model(s) and Options discount shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of

the Customer's Request for a Quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

17. DMS Approval (State Agency Only)

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete DMS Form MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment; DMS Form MP6301 is available at: https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment.

The Customer shall submit a completed MSRP List and DMS Form MP6301, along with the PQF completed by the Contractor, to the DMS Bureau of Fleet Management for approval.

18. Purchase Order

Upon the Department's approval of a State Agency request, the Customer shall process a purchase order using normal purchasing processes. The purchase order will include a copy of the Department approved Exhibit E, PQF. All orders submitted by Customers of the Contract shall be placed using a purchase order. Purchase orders issued by Customers shall be in accordance with the, Price, Sheet(s), requirements, specifications, terms, and conditions of the Contract.

The following terms apply to the Contractor and the Customer's use of a purchase order:

18.1 Customers may only place, and Contractors shall only accept, purchase orders for Vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the purchase order, for each Vehicle ordered:

18.1.1 Customer name and contact information;

18.1.2 Contractor Information;

18.1.3 State Term Contract Number and Name;

18.1.4 Representative Model Information; Commodity Code and Line Number, standard description, and price; Paint/finish color if other than the standard white (or other standard color if white is not available from the Manufacturer); Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, Option MSRP, Option Discount, and Option Net Price or Option MSRP Credit (as applicable, per the Ceiling Prices section and the Charges and Fees section). State Agencies must include a copy of the applicable Exhibit E, Price Quote Form (PQF) and accompanying MSRP List with any submitted requisition;

18.1.5 Aftermarket Options not procured under this Contract shall be separately itemized on the PQF and the purchase order, along with the applicable pricing information. Aftermarket Options shall be listed by specific brand and model, with labor charges, including installation, listed separately. Pricing for

Customer orders of aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

18.1.6 New License Plate Fee (if applicable, per the Commodities Title and Registration section of this solicitation);

18.1.7 Any Customer special instructions, requirements, specifications, terms, and conditions; and

18.1.8 The total cost for the Representative Model and Option(s) (if any) and New License Plate Fee (if applicable).

18.2 The Contractor shall place an order with the Manufacturer(s) within seven calendar days of receipt of the purchase order unless the Contractor has the ordered Representative Model in their possession that meets the Customer's purchase order requirements. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.

18.3 The Contractor shall honor all purchase orders received during the Contract period and which are received prior to the Manufacturer's Last Order Date for Commodities the Contractor is currently awarded. Purchase orders are deemed received upon delivery. This may allow for the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract prices, discounts, requirements, terms, and conditions.

18.4 The Contractor, from receipt of the purchase order until delivery is made to the Customer, shall promptly notify the Customer of any potential delivery delays. Additionally, the Contractor must promptly advise the Customer if their order may not be delivered prior to the end of the Customer's Fiscal Year (State Agency's Fiscal Year ends June 30). Note: Evidence of intentional delays in delivery may be cause for default proceedings and Contract termination.

19. Acknowledgement of Order

For each order, the Contractor shall provide the ordering Customer with a fully completed Exhibit F, Acknowledgement of Order Form, within five Business Days of receiving the Customer's order.

20. Accept Order

The Contractor agrees to deliver the awarded Vehicle(s) and equipment listed on the purchase order in accordance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract and purchase order. The Contractor must email the fully completed Exhibit F, Acknowledgement of Order Form to the Customer within five Business Days from the date the Contractor receives the purchase order. Failure of the Contractor to provide the ordering Customer the Acknowledgement of Order Form within five Business Days from the date the Contractor received the purchase order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the vehicle which meets the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle. If a new model year of the awarded Commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or

exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle.

The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Exhibit F, Acknowledgement of Order Form:

- 20.1** The estimated delivery date of the Commodity(ies) (including aftermarket Options);
- 20.2** The Manufacturers' order confirmation, unless the Contractor has the Representative Model which conforms with the Customer's purchase order in stock;
- 20.3** The Commodity(ies) (including aftermarket Options), in their possession, if applicable;
- 20.4** The Manufacturer's associated production schedule; and
- 20.5** The Manufacturer's Last Order date and the date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Notification, and Representative Model Change section listed in the Scope of Work.

Submission of Exhibit F, Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

The Contractor's failure to submit completed Acknowledgement of Order forms to the ordering Customers may be cause for default proceedings and Contract termination.

21. Transportation and Delivery

In conjunction with the Ceiling Prices section listed in the Scope of Work, all net prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and delivery of goods shall be Free on Board (FOB) Destination to any point statewide as follows:

- 1.** Equipment not in stock or unavailable from a Manufacturer at time of order must be delivered within 120 calendar days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 120 calendar day timeframe, the Department's Contract Manager must be notified by the Contractor and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
- 2.** Equipment in stock must be delivered within 14 calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed Options or accessories shall be delivered within 30 calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded new, unused Vehicle(s) is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer written notice of

delivery at least 24 hours prior to the delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) during Business Days unless previously arranged and approved by the Customer in writing.

Deliveries of awarded new Vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or \$0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in brand new operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants.
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Vehicle is completely assembled (unless otherwise noted in the specification) including but not limited to, the Representative Model, Options, Components, Features or Configurations (if applicable), aftermarket Options (if applicable), and thoroughly tested and ready for operation upon delivery.

All Vehicles shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's Pre-Delivery Inspection (PDI) form, which meets or exceeds the requirements herein;
2. Copy of the ordering Customer's purchase order;
3. Copy of the applicable Contract specification(s) and Contractor's current Price Sheet (C.4) information;

4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, Options, Required aftermarket Options (if applicable), aftermarket Options (if applicable), in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual, and (if not included in the operator manual) one copy of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's standard warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20 day extension tag, if applicable; and DHSMV 82040, Application for certificate of title and vehicle registration, if applicable.

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customer may be cause for default proceedings and Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

22. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of the Special Contract Conditions exhibit is supplemented by adding the following:

The Customer, within five Business Days of delivery, should inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered, contract prices, discounts, requirements, specifications, Customer order, and Manufacturer's MSRP Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer Order. Additionally, the Customer should inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until the Commodity is accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within 15 Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance of the Commodity and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required Customer-approved, corrective action.

If the Commodity requires service or adjustments as part of the Customer-approved identified corrective action(s), the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or Commodity damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

23. Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodity(ies) supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Representative Model, Options, and aftermarket Options ordered by the Customer and provided by the Contractor are fully compatible with each other. Upon acceptance of the Customer's purchase order, the Contractor is obligated to deliver Commodities that are fully compliant and compatible with the purchase order requirements, specifications, terms, and conditions.

In the event any ordered Representative Model, Options, aftermarket Options, Vehicle's respective features, equipment, components, or configuration are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Customer may require the Contractor to do one or more of the following:

- Install or repair at its own cost the Commodity, including but not limited to, the Representative Model, Options, Components, Features or Configurations, and aftermarket Options;

- Replace at its own cost the Commodity, including but not limited to, the Representative Model, Options, Components, Features or Configurations, aftermarket Options, and the Vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Commodity, including but not limited to, the Representative Model, Options, Components, Features or Configurations, and aftermarket Options to the Customer.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance or compatibility due to an incorrect order fulfillment by the Contractor are to be accomplished at the Contractor's expense.

24. Commodities' Title and Registration

Contractor shall title and register Vehicles delivered under the Contract for the Customer in accordance with Florida law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity(ies) at delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Vehicle independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order Form. However, the Customer shall then be obligated to title and register the awarded Commodity, and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

In addition, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the purchase order.
- The Customer's purchase order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

25. Deletions

During the Contract Term, the Department shall have the right to delete Commodities, including but not limited to, Groups, Manufacturers, brand names, and Representative Models, from this agreement by removing them from Exhibit B, Price Sheet (C.4). Commodities may be removed at the sole discretion of the Department.

26. Price Adjustments

Prices may be adjusted with the introduction of a new year model(s) for a Representative Model(s) awarded to the Contractor and any associated Option(s) awarded in the "OPTIONS" Specification Category of the price sheet. Prices may be adjusted no earlier than 12 months after the start date of the Contract and, thereafter, or no earlier than 12 months after the effective date of the previous price adjustment. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Series ID	Product
336120336120	Heavy duty truck mfg

The change in PPI for the first price adjustment after the start date of the Contract shall be determined using the PPI for the month in which the Contract began and the latest available non-preliminary PPI at the time of the price adjustment request (a preliminary PPI is indicated on the BLS website with a "(P)" notation). The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

A = earliest PPI (PPI at the time the renewal term began or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at the time of price adjustment request)

Z = percent change in PPI

For any price adjustment request which exceeds the percent change in PPI, an exception may be considered by submitting to the Department's Contract Manager a revised MSRP and supporting documentation detailing substantial model improvements which provide additional value to the State. If an exception is approved, the pricing adjustment will be calculated by applying the same percentage discount off MSRP as submitted in the original bid.

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves a price adjustment in a written communication to the Contractor, it will incorporate the price adjustment onto the price sheet listed on the State Purchasing Contract website.

OEM Options Discounts and Non-OEM Options Discounts, as awarded on the price sheet for each Representative Model, may not be reduced during the life of the Contract.

27. Ceiling Prices

The Representative Model Price for each Representative Model listed in the Contractor's submitted Price Sheet (C.4), shall be the not-to-exceed Ceiling Prices under the Contract. The Options discount listed in the Contractor's submitted Price Sheet (C.4) shall be the minimum discount applied to Options.

27.1 Charges and Fees

The ceiling prices are inclusive of all charges and fees, including but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes;
14. Profit; and
15. Installation (for Options, including aftermarket Options).

28. Options Discount

The discount percentage, listed for the Representative Model's Options, shall be the minimum discount percentage applied off the current MSRP (Price, not MSRP Credit) for Options during the Contract period. If an Option has a positive MSRP (e.g., \$1.00), then the Option Discount (e.g., 10%) will provide a lower Option Net Price for the individual Option (e.g., \$1.00 MSRP x (1-10% Options Discount)] = \$0.90 Option Net Price); Option's Net Prices shall be rounded to the nearest whole cent.

Option's MSRP Credits will be stated as the MSRP list price, with the Option Discount applied. The Option's discount percentage does not apply to the Options listed on the pricing sheets and shall only be applied to upgrades made to the Representative Model specifications based on performance needs.

29. Contractor's Use of Dealers

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and pricing listed in the price sheet. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

30. Performance Qualifications

The Department reserves the right to investigate or inspect at any time whether the Commodities, qualifications, or facilities offered by Contractor meet the Contract requirements. The Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the Department may consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the Contract.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

31. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists, or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under the Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period

Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Special Contract Conditions)	Annual	Contract Anniversary Date

32. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

33. Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within 30 calendar days after close of each quarter. The quarterly sales report can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

- Quarter 1 – (July-September) – due 30 calendar days after the close of the period
- Quarter 2 – (October-December) – due 30 calendar days after the close of the period
- Quarter 3 – (January-March) – due 30 calendar days after the close of the period
- Quarter 4 – (April-June) due 30 calendar days after the close of the period

34. Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

35. Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

36. Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

37. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	Upon Customer request	\$25 per inaccurate or untimely Price Quote Form

Contractor will adhere to the Manufacturer's Last Order Date, Production Notification, and Representative Model Change section of the Scope of Work	The Contractor shall adhere to the notification requirements listed in the Manufacturer's Last Order Date, Production Notification, and Representative Model Change section of the Scope of Work	Notice will be provided pursuant to the Manufacturer's Last Order Date, Production Notification, and Representative Model Change section of the Scope of Work, no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250 per occurrence
Customer will timely provide Diversity Report (submitted to the Customer)	Timely provide diversity report	Report will be provided no later than 10 Business Days after the end of the State fiscal year	\$250 per occurrence
Ad hoc report(s)	Provide ad hoc reports as requested	Ad hoc reports will be provided within the timeframe agreed to by the Department and the Contractor, or Customer and Contractor	\$250 per occurrence

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.



Exhibit C
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit D

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.**2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.**2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



AMENDMENT No.: 1
Contract No.: 25101600-21-STC
Contract Name: Medium and Heavy Trucks

This Contract Amendment No. 1 (“Amendment”) to Contract No. 25101600-21-STC, Medium and Heavy Trucks (“Contract”), is made by the State of Florida, Department of Management Services (“Department”), located at 4050 Esplanade Way, Tallahassee, FL 32399, and Tampa Truck Center, LLC (“Contractor”), with its principal place of business located at 7528 US HWY 301 N., Tampa, FL 33637, collectively referred to herein as the “Parties.”

WHEREAS, the Parties entered into the Contract, effective October 1, 2021, for the provision of medium and heavy trucks;

WHEREAS, the Contract may be amended by mutual agreement as provided in Contract Exhibit D, Special Contract Conditions, Section 6.9, Modification and Severability; and

WHEREAS, the Parties wish to amend the Contract to allow the Contractor to request the inclusion of surcharges due to market conditions.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract, the Parties agree to amend the Contract as set forth herein.

I. Price Quotes. Contract Exhibit A, Scope of Work, Section 16, Price Quotes, is hereby deleted in its entirety and replaced as follows:

16. Price Quotes

The Contractor prepares and submits to the Customer a price quote for the requested Commodity(ies) using Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), Options (including aftermarket options) and Options discount(s) shall be itemized on the PQF, along with the applicable pricing information. Options shall be listed separately and include specific brand and model information, along with labor charges and installation charges listed separately. The price quoted for the Representative Model(s) and Options discount shall not exceed the current Contract’s prices and discounts, unless approved in writing by the Department’s Contract Manager pursuant to Section 27.2, Additional Surcharges. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor’s receipt of the Customer’s Request for a Quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

II. Ceiling Prices. Contract Exhibit A, Scope of Work, Section 27, Ceiling Prices, is hereby deleted in its entirety and replaced as follows:

27. Ceiling Prices

The Representative Model Price for each Representative Model listed in the Contractor's submitted Price Sheet (C.4), shall be the not-to-exceed Ceiling Prices under the Contract, unless additional surcharges are approved in writing by the Department's Contract Manager pursuant to Section 27.2, Additional Surcharges. The Options discount listed in the Contractor's submitted Price Sheet (C.4) shall be the minimum discount applied to Options.

27.1 Charges and Fees

With the exception of additional surcharges approved pursuant to Section 27.2, Additional Surcharges, the ceiling prices are inclusive of all charges and fees, including but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes;
14. Profit; and
15. Installation (for Options, including aftermarket Options).

27.2 Additional Surcharges

Additional market condition surcharges may be applied to the Net Price provided that the Contractor has presented documentation from the Manufacturer and

received prior approval from the Department’s Contract Manager. The Contractor must explain the changes in market conditions that resulted in the surcharge, identify the entity that determines and will receive the surcharge (e.g., Manufacturer, etc.), and provide the methodology used to determine the amount of the surcharge extended to Customers. The Contractor shall provide additional supporting documentation upon the Department’s request. The Department reserves the exclusive right to approve or deny any surcharge request. Any surcharge request will be reviewed separately and accepted or rejected on an individual basis. In the event surcharges are approved by the Department’s Contract Manager, the Contractor shall identify the surcharges as a separate line item on the Price Quote Form. The Customer shall have the right to cancel any order that has had additional surcharges applied to it without penalty. The Department reserves the right to remove this provision at any time during the life of the Contract in accordance with the changes in market conditions. If the Contractor becomes aware of the surcharges no longer being charged, the Contractor shall notify the Department’s Contract Manager immediately.


III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

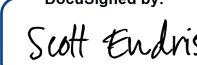
IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Tampa Truck Center, LLC

DocuSigned by:

By: _____
5E91A9D369EB47C...

DocuSigned by:

By: _____
B5E8BDDFD011418...

Name: Pedro Allende

Name: Scott Endris

Title: Secretary

Title: Municipal Fleet Mgr.

Date: 8/2/2022 | 9:46 AM EDT

Date: 7/22/2022 | 3:33 PM CDT



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine L. Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Approval on Resolution No. 2024-28 Regarding Disposal of Surplus Property

Background:

Pursuant to Section V.B. of the Town’s Purchasing Manual, the Public Works Director has declared the following list of Town property including vehicles, equipment and attachments as surplus and is seeking Town Council approval to dispose of these surplus items at auction through the Town’s existing agreement with Royal Auction Group, Inc. Public Work intends to use a portion of the anticipated proceeds to purchase a 12-yard dump truck.

- JD 6105M Boom Mower
Year: 2013
VIN # 1L06105MVDH758904
Notes: Bearing in mower deck is bad and the repair would exceed the vehicle amount.
Value unknown. Suggested at \$15,000
- Gradall XL5100 and attachments
Year: 2010
VIN: 5100000579
Notes: Fully operational, equipment is too large for the Public Works Department to utilize
Value: \$65,000
- Ledwell/Freightliner Water Truck
Year: 2014
VIN: 1FVHCYCY1FHGA5510
Notes: The PTO Water Pump does not work.
Value unknown. Suggested at \$35,000
- Miscellaneous Equipment Attachments: Trencher and excavator attachment for skid steer (we are not getting rid of the skid steer)
Notes: Various equipment attachments are nonoperational
Value unknown. Suggested at \$5,000

Recommendations: Move to adopt *Resolution No. 2024-28* to dispose of the listed surplus items at auction by Royal Auction Group, Inc.

RESOLUTION NO. 2024-28**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING DISPOSAL OF NON-REAL PROPERTY DECLARED AS SURPLUS AT AUCTION THROUGH ROYAL ACUTION GROUP, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

- JD 6105M Boom Mower
Year: 2013
VIN # 1L06105MVDH758904
Notes: Bearing in mower deck is bad and the repair would exceed the vehicle amount.
Value unknown. Suggested at \$15,000

- Gradall XL5100 and attachments
Year: 2010
VIN: 5100000579
Notes: Fully operational, equipment is too large for the Public Works Department to utilize
Value: \$65,000

- Ledwell/Freightliner Water Truck
Year: 2014
VIN: 1FVHCYCY1FHGA5510
Notes: The PTO Water Pump does not work.
Value unknown. Suggested at \$35,000

- Miscellaneous Equipment Attachments: Trencher and excavator attachment for skid steer (we are not getting rid of the skid steer)
Notes: Various equipment attachments are nonoperational
Value unknown. Suggested at \$5,000

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHILLIS MANIGLIA, COUNCILMEMBER

□ □ □

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

Councilmember Robert Shorr

Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Receive & File Quarterly Reports

Background:

Presentations of the Quarterly Reports will be given by the following:

- a. Palm Beach County Fire Rescue - Chief Vomero
- b. Palm Beach County Sheriff's Office - Captain Turner
- c. Building - Jacek Tomasik, Building Official
- d. Code Enforcement – Mario Matos, Code Enforcement Official (under Presentations)
- e. Engineering - Tara Bamber, Engenuity Group and Randy Wertepny, Keshavarz & Associates
- f. Planning and Zoning - Kaitlyn Forbes, TranSystems and Jim Fleishchmann, Town Planner
- g. Public Works - Richard Gallant, Public Works
- h. Town Attorney - Elizabeth Lenihan, Town Attorney
- i. Town Clerk - Valerie Oakes
- j. Finance – Chris Wallace, Munitytics (under Presentations)
- k. Information Technology Services - Node0



4/3/2024

Palm Beach County Fire Rescue

Loxahatchee Groves

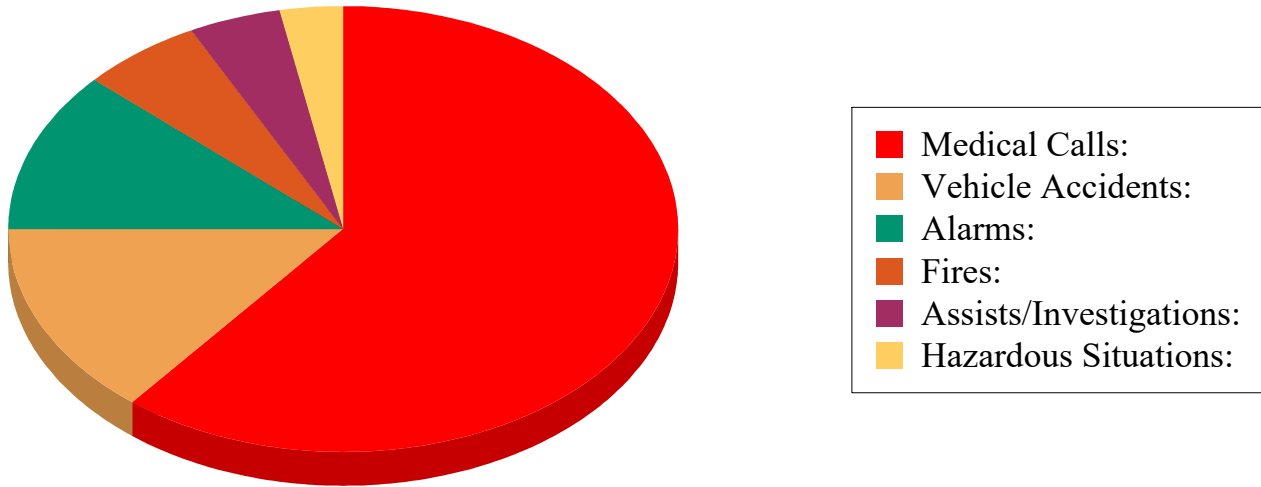
01/01/2024 to 03/31/2024

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:41</u>	<u>0:00:47</u>	<u>0:06:21</u>	<u>0:07:48</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	115	60.85%
Vehicle Accidents:	27	14.29%
Alarms:	22	11.64%
Fires:	11	5.82%
Assists/Investigations:	8	4.23%
Hazardous Situations:	6	3.17%
Total	<u>189</u>	<u>100.00%</u>

Calls by Situation Dispatched

Loxahatchee Groves





PBSO District 17

The Town of Loxahatchee Groves

Quarterly Report: January - March 2024

Calls for Service	Monthly
Business / Residence Checks (Self-Initiated)	2,371
Traffic Stops (Self-Initiated)	536
Calls for Service (Excluding 1050's & 1061's)	585
All CAD Calls - Total	3,492

Traffic Summary	Monthly
Written Warnings	386
Verbal Warnings	83
Citations	157
Total	626

Data Source: Motorola Premier 1 / TraCS
*Omit Miscellaneous Calls

Summary: During the month of March, there were **3,492** generated calls within the district and **83%** of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	2
Shooting	1
Stabbing	0
Burglary Business	0
Burglary Construction	1
Burglary Residential	3
Burglary Vehicle	1
Larceny	3
Stolen Vehicles	3
Stolen Vehicle Recoveries	0
Vandalism	5
Fire (Arson only)	0
Total	19

Note: P1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/modification.

Sexual Assault:

Item 12.

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24024127	1/11/2024	1/1/1998 0:00	1/1/2000 0:00	14842 April Dr	Delayed report. Victim reported that the suspect sexually battered her when she was twelve or thirteen years old. Related to an ongoing investigation (case #23-093667). Victim services was alerted to this new allegation.
24039384	03/01/24	2/28/24 21:00	2/28/24 23:00	13836 23rd CT N	Juvenile victim reported that her father's girlfriend's 14-year-old son made an improper attempt to touch her when she was staying at their home. DCF notified. TOT SVU.

Shooting:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24026784	1/19/2024	1/19/24 23:28	1/20/24 1:30	14593 Southern Blvd / La Hacienda	Unknown subject shot three (3) rounds into the ground outside La Hacienda nightclub. A witness identified the potential suspect as someone who frequents the club. No injuries. CCTV and casings were recovered. CBA.

Burglary Construction:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24029778	01/30/24	1/29/24 0:00	1/30/24 6:30	15457 Southern Blvd	Unknown subject(s) pried open a container at the construction site and removed power tools. Suspect(s) also entered the open building and cut a metal stud to remove the portable generator that was chained to it. Latents were negative. Pending for possible CCTV in the area.

Burglary Residential:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24021863	01/03/24	12/18/23 18:00	12/25/23 8:00	14792 Tangerine Dr	Unknown suspects entered the residence and took some items. Complainant stated that the residence was left open due to the presence of workers on the property at all hours. House key was also missing. There is no CCTV.
24023138	1/8/2024	12/29/23 16:00	1/8/24 10:15	3264 B Rd	Copper electrical wires and tools were taken from a container. Complainant stated that he feels that two former employees may be responsible for the theft due to past unusual incidents. No CCTV/witnesses.
24024550	1/11/2024	12/23/23 12:00	1/2/24 12:00	1666 C Rd	Complainant stated that between 12/23/23 and 1/3/24 unknown persons broke into his unlocked storage shed and fifth wheel trailer.

Burglary Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24023788	1/10/2024	1/7/24 15:00	1/9/24 18:30	3761 C Rd	2024 Silver Airstream Trailer FL #BV87CN: Unknown subjects pried open the front window and entered the unoccupied trailer. Several items were taken. Latents and DNA swabs were taken.

Larceny:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24021073	01/01/24	12/27/23 16:00	1/1/24 8:15	12881 Marcella Blvd	Decal stolen from vehicle parked in front of residence.
24041448	03/07/24	3/6/24 23:20	3/6/24 23:30	15389 Southern Blvd / El Car Wash	(4) Metal poles taken from outside the business behind the dumpster. CCTV available.
24044892	03/19/24	3/19/24 0:02	3/19/24 0:04	15589 Southern Blvd / 7 Eleven	(2) Bottles of beer were stolen from the store. CCTV captured the incident.

Stolen Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24027255	01/19/24	1/19/24 2:00	1/19/24 2:08	12870 Compton Rd	2019 White Ford F-250 FL #Z80ATD: CCTV captured an unknown male entering complainant's property, and then the truck exiting out of the gate with the driver's side door open.
24033432	02/11/24	2/10/24 21:30	2/11/24 7:15	13559 24Th CT N/ Loxahatchee Groves	2022 Gray BMW X3 FL #FD33M: unlocked vehicle taken from complainant's driveway. Keys were inside the car. No CCTV.
24035116	02/16/24	11/1/23 12:00	2/16/24 12:00	14581 Southern Blvd/ Al's Auto Repair	2021 Silver\Orange U-Haul Trailer KS #U1373KS: Stolen from complainant's business parking lot. No CCTV.

Vandalism:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24021421	01/02/24	1/2/24 14:30	1/2/24 15:30	3410 A Rd	Unknown suspect/s caused minor damage to the victim's fence.
24023286	1/8/2024	1/8/2024 15:40	1/8/2024 15:50	15625 Southern Blvd / Publix	Damage to the front right and rear left tires of the complainant's car. Complainant alleged that it all started over a road rage incident.
24035349	02/17/24	2/16/24 21:00	2/17/24 7:00	248 C Rd/ Loxahatchee Groves	Damage to the front windshield and passenger rear window of an unlocked truck. No CCTV.
24039954	03/03/24	3/2/24 14:00	3/3/24 9:45	2226 F Rd	Unknown person(s) vandalized the complainant's mailbox and damaged its numbers and the bricks surrounding it. Complainant mentioned of another incident that occurred a few months ago in which her garbage can was tossed into the canal. She doesn't know who may be responsible but reported having issues with her neighbor's caretaker because of chickens she has on her property.
24042617	03/11/24	3/11/24 14:25	3/11/24 14:35	15673 Southern Blvd	Vehicle was keyed. No CCTV/Witnesses.



15845 Southern Boulevard, Loxahatchee, FL 33470
All CAD Incidents (excluding 10-61s)

Data Source: Motorola Premier 1

Incident Type	Incident Count
911 Hang-up	4
Alarm Government	1
Conduct Investigation	1
Environmental Crime	1
Special Detail	1
Total	8

There were no cases for the months of January-March 2024.

Note: P1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/modification.

Southern Blvd and B Rd - Publix Plaza

All CAD Incidents excluding self-initiated calls

Data Source: Crimeview Dashboard

Incident Type	Incident Count
911 Hang-up	6
Abandoned Vehicle	1
Accidental Injury	1
Alarm Misc/Municipality	6
Animal Call	1
Asst To Another Department	1
Civil Matter	1
Contact	1
Disturbance	2
Disturbance Armed	1
Domestic	1
Forgery/Counterfeit	1
Lost/Found Property	3
Man Down/Sick Person	2
Motor Vehicle Crash	1
Motor Vehicle Crash With Injuries	1
Police Service Call	2
Serving Civil Process	1
Shoplifting	1
Shoplifting In Progress	1
Special Detail	1
Suspicious Incident	1
Suspicious Vehicle	3
Theft/Larceny	1
Trespassing	1
Unwanted Guest	5
Vandalism	2
Welfare Check	1
Total	50

Publix Plaza Incidents Map

Item 12.



The Building Department quarterly report is intended to inform the Town Council and the residents of various permitting activities as well as the most recent improvements in the overall permitting process

BUILDING PERMIT ACTIVITIES THIS QUARTER

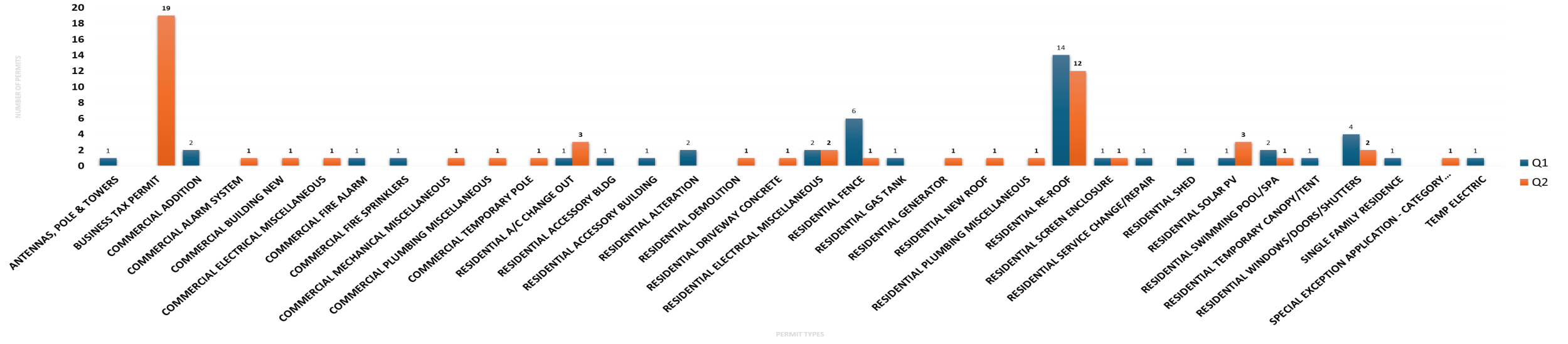
- Issued **56** Building Permits for the total construction value of **\$4,637,721.72**
- Performed 205 Inspections and 101 Plan Reviews
- Collected **\$123,000.00** in permit fees

PERMIT ACTIVITY AND FEES COLLECTED FOR PERMITTING SERVICES

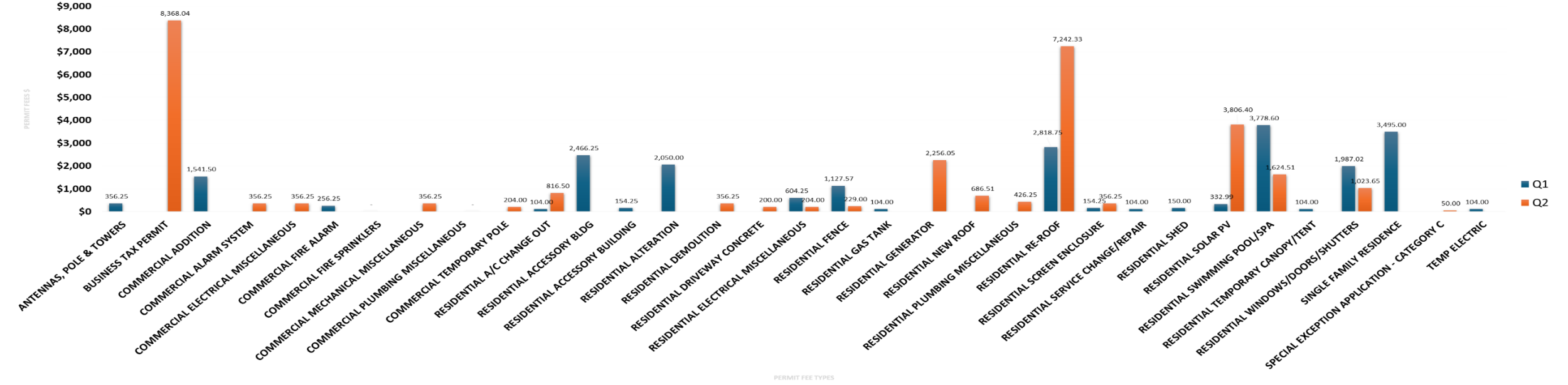
Data	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Total Fees \$	25,839	26,831	17,236	25,712	21,171	114,474
Zoning Fees \$	2,784	1,000	450	4,650	2,700	1,650
DBPR Fees \$	49	152	117	251	148	1,289
DCA Fees \$	37	106	81	170	101	862
Building Permit Fees \$	4,503	15,747	8,543	18,191	12,747	92,162
CGA Revenue \$	4,053	14,173	7,689	16,372	11,473	82,946
Municipality Revenue \$	21,700	12,400	9,349	8,919	9,450	29,377
Total Job Value \$	252,529	584,311	431,104	216,637	268,867	4,109,300
Total Res Job Value \$	247,686	562,811	421,104	216,637	268,867	246,622
Total Com Job Value \$	4,843	21,500	10,000	0	0	3,862,678
New Jobs	53	45	40	27	59	38
Permits Completed	12	8	1	10	6	8
Permits Voided	13	14	20	11	19	21
Permits Expired					3	
Permits Issued	28	22	12	14	25	17
Inspections Completed	91	74	52	76	55	74
Reviews Completed	35	25	15	17	37	47
Reviews Assigned	30	25	20	20	38	57
Reviews Completed Late	10	3	7	4	2	9
Res Fees \$	3,404	11,023	7,453	16,471	8,592	21,664
Res Permits	19	19	8	12	17	18
Com Fees \$	4,604	5,024	586	816	2,475	72,201
Com Permits	22	10	3	4	9	13
Unclassified Fees \$	15,247	8,100	7,474	5,854	7,986	9,161
Unclassified Permits	9	5	6	5	15	8

1st Quarter				2nd Quarter				
Permit Type	Permits Issued	Valuation	Fees Paid			Valuation	Fees Paid	
ANTENNAS, POLE & TOWERS	1	\$10,000.00	\$356.25		BUSINESS TAX PERMIT	19	\$0.00	\$8,368.04
COMMERCIAL ADDITION	2	\$26,500.00	\$1,541.50		COMMERCIAL ALARM SYSTEM	1	\$8,000.00	\$356.25
COMMERCIAL FIRE ALARM	1	\$4,843.00	\$256.25		COMMERCIAL BUILDING NEW	1	\$3,842,699.00	\$70,252.48
COMMERCIAL FIRE SPRINKLERS	1	\$0.00	\$0.00		COMMERCIAL ELECTRICAL MISCELLANEOUS	1	\$5,000.00	\$356.25
RESIDENTIAL A/C CHANGE OUT	1	\$8,825.00	\$104.00		COMMERCIAL MECHANICAL MISCELLANEOUS	1	\$4,579.00	\$356.25
RESIDENTIAL ACCESSORY BLDG	1	\$150,000.00	\$2,466.25		COMMERCIAL PLUMBING MISCELLANEOUS	1	\$0.00	\$0.00
RESIDENTIAL ACCESSORY BUILDING	1	\$3,500.00	\$154.25		COMMERCIAL TEMPORARY POLE	1	\$2,400.00	\$204.00
RESIDENTIAL ALTERATION	2	\$182,047.96	\$2,050.00		RESIDENTIAL A/C CHANGE OUT	3	\$26,437.22	\$816.50
RESIDENTIAL ELECTRICAL MISCELLANEOUS	2	\$35,650.00	\$604.25		RESIDENTIAL DEMOLITION	1	\$1,750.00	\$356.25
RESIDENTIAL FENCE	6	\$66,516.00	\$1,127.57		RESIDENTIAL DRIVEWAY CONCRETE	1	\$16,700.00	\$200.00
RESIDENTIAL GAS TANK	1	\$9,022.00	\$104.00		RESIDENTIAL ELECTRICAL MISCELLANEOUS	2	\$700.00	\$204.00
RESIDENTIAL RE-ROOF	14	\$249,442.00	\$2,818.75		RESIDENTIAL FENCE	1	\$20,000.00	\$229.00
RESIDENTIAL SCREEN ENCLOSURE	1	\$29,000.00	\$154.25		RESIDENTIAL GENERATOR	1	\$103,407.00	\$2,256.05
RESIDENTIAL SERVICE CHANGE/REPAIR	1	\$9,200.00	\$104.00		RESIDENTIAL NEW ROOF	1	\$24,500.00	\$686.51
RESIDENTIAL SHED	1	\$50,000.00	\$150.00		RESIDENTIAL PLUMBING MISCELLANEOUS	1	\$13,300.00	\$426.25
RESIDENTIAL SOLAR PV	1	\$26,244.00	\$332.99		RESIDENTIAL RE-ROOF	12	\$257,310.00	\$7,242.33
RESIDENTIAL SWIMMING POOL/SPA	2	\$709,000.00	\$3,778.60		RESIDENTIAL SCREEN ENCLOSURE	1	\$9,000.00	\$356.25
RESIDENTIAL TEMPORARY CANOPY/TENT	1	\$0.00	\$104.00		RESIDENTIAL SOLAR PV	3	\$221,339.50	\$3,806.40
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	4	\$108,754.00	\$1,987.02		RESIDENTIAL SWIMMING POOL/SPA	1	\$56,900.00	\$1,624.51
SINGLE FAMILY RESIDENCE	1	\$250,000.00	\$3,495.00		RESIDENTIAL WINDOWS/DOORS/SHUTTERS	2	\$23,700.00	\$1,023.65
TEMP ELECTRIC	1	\$0.00	\$104.00		SPECIAL EXCEPTION APPLICATION - CATEGORY C	1	\$0.00	\$50.00
TOTAL			\$21,792.93					\$99,170.97

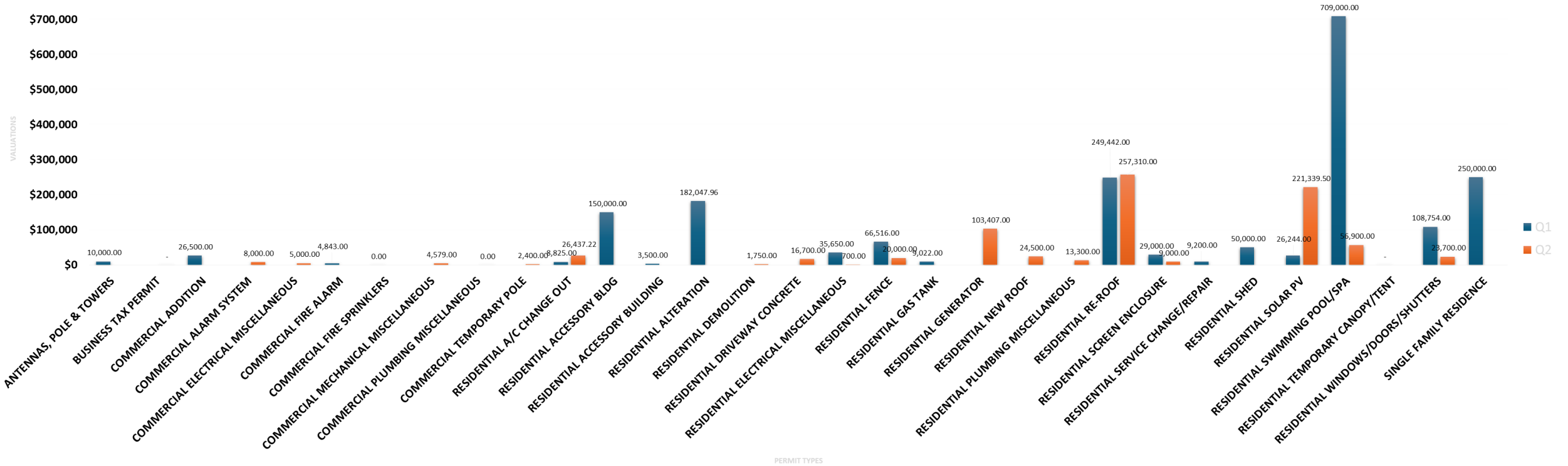
Permits Issued Q1 vs Q2



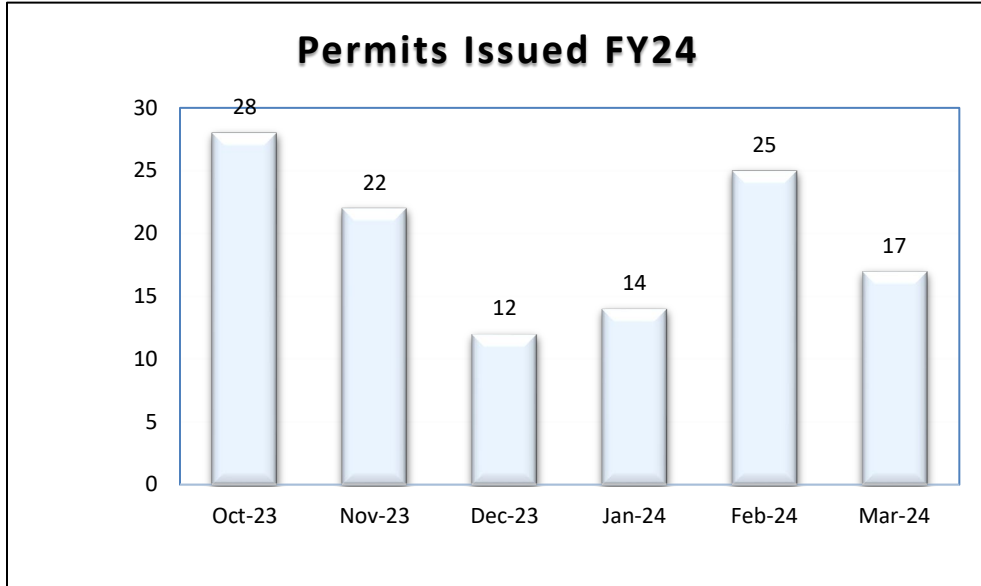
Permit Fees Paid Q1 vs Q2



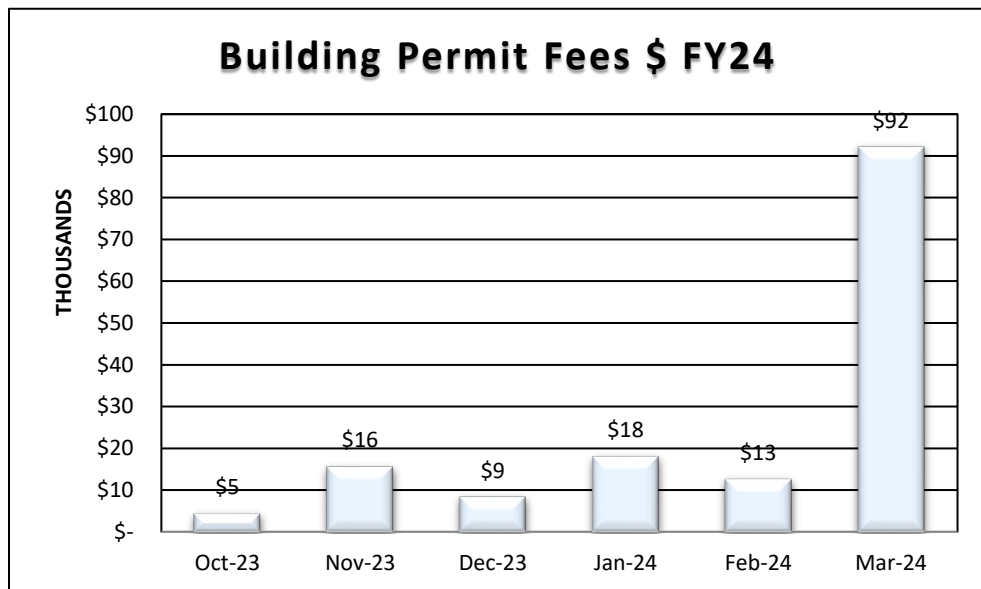
Permit Valuations Q1 vs Q2

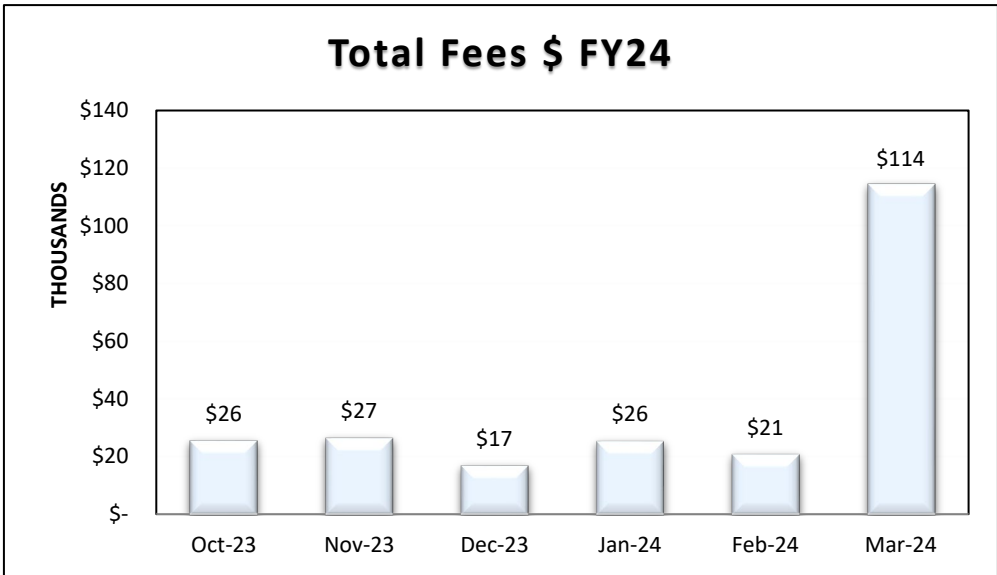
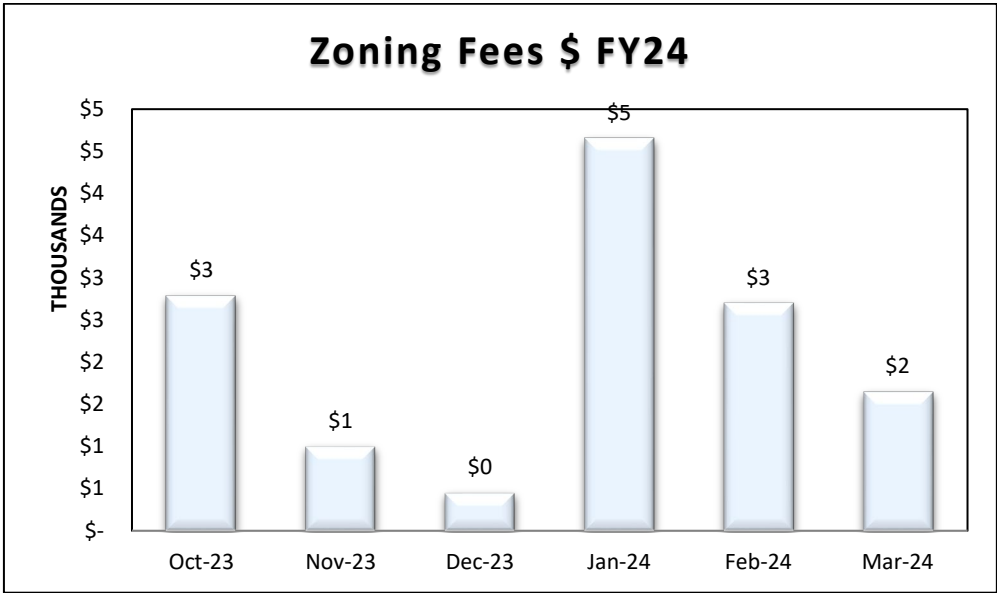


BUILDING PERMIT ACTIVITY FY 2024

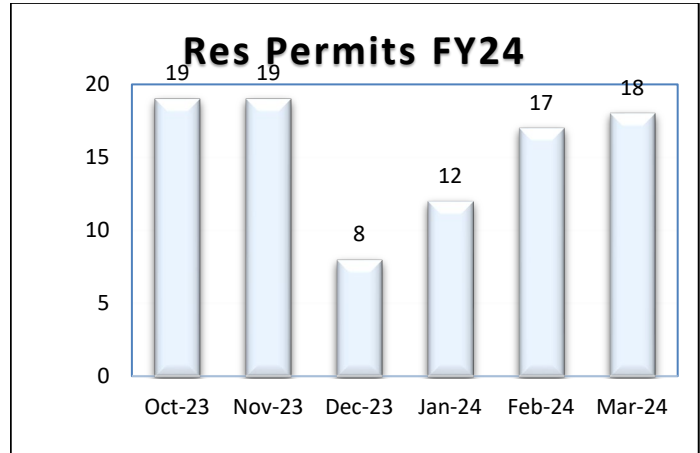
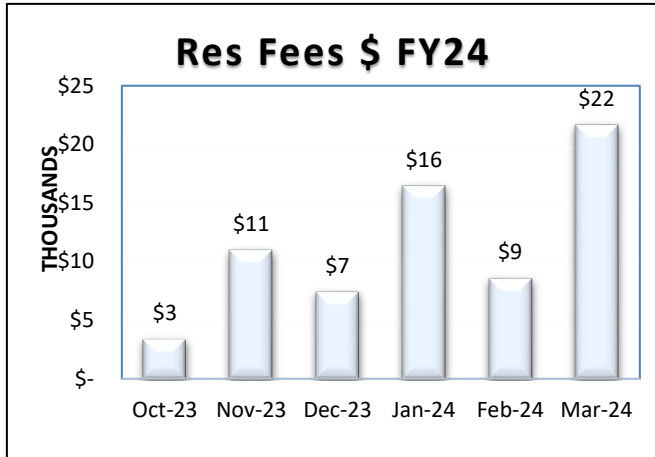


PERMIT FEES COLLECTED FOR PERMITTING SERVICES

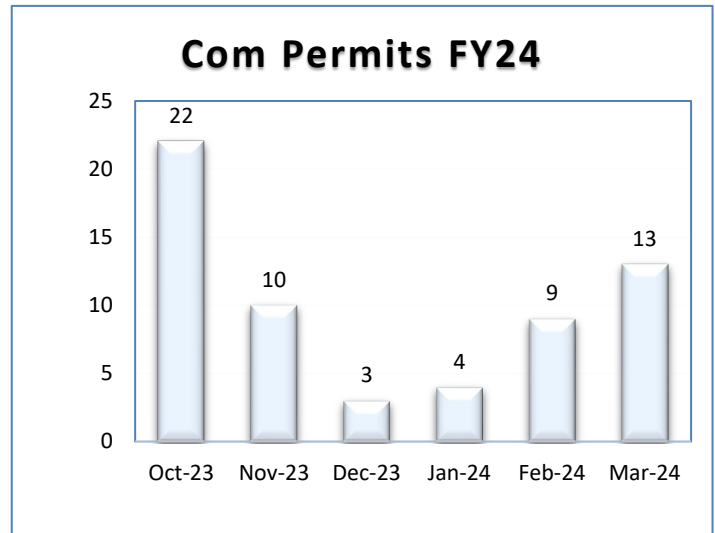
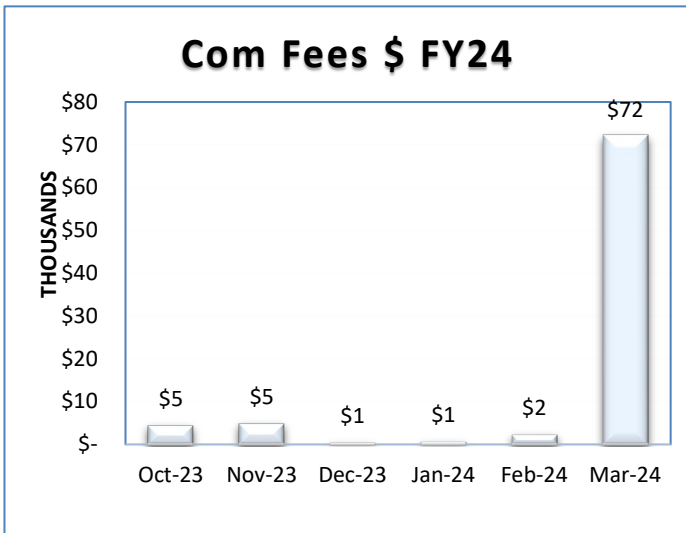




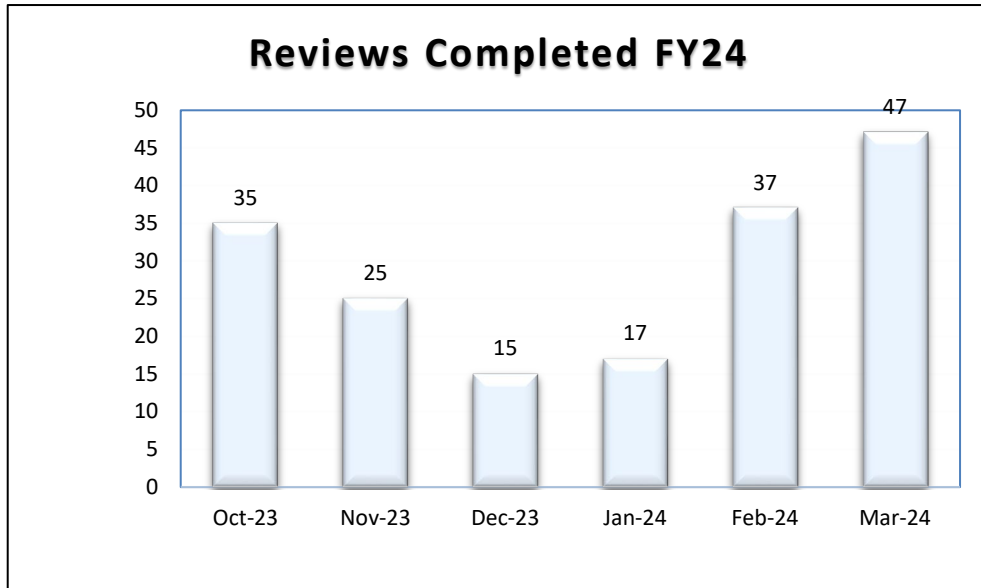
RESIDENTIAL PERMIT FEES RECEIVED AND PERMITS ISSUED FY 2024 TO DATE



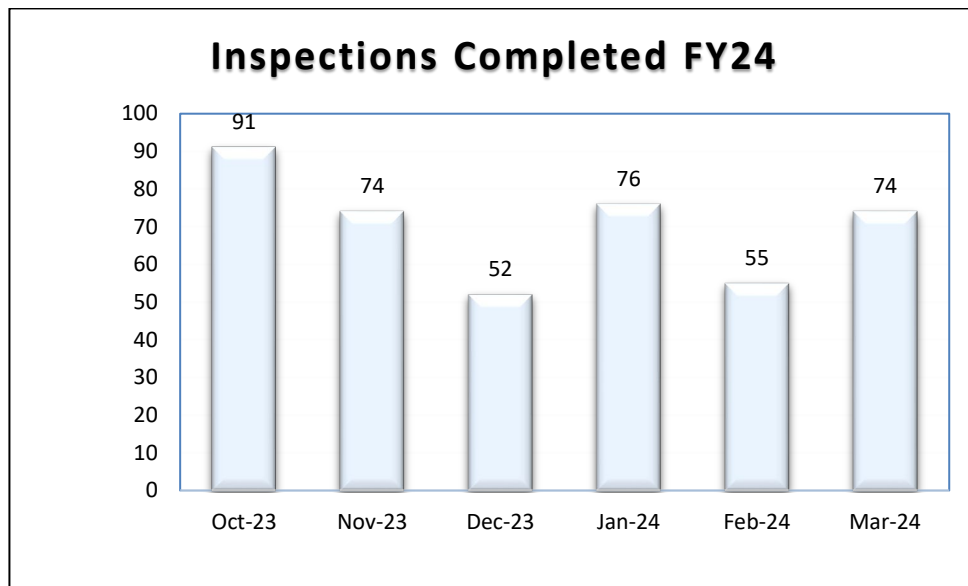
COMMERCIAL PERMIT FEES RECEIVED AND PERMITS ISSUED FY 2024 TO DATE



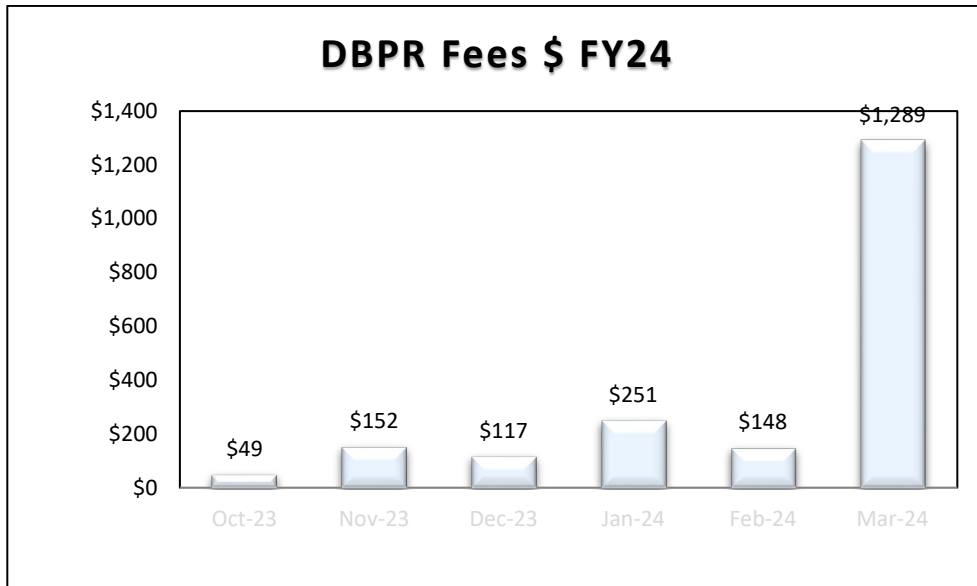
PLAN REVIEWS COMPLETED TO DATE FY 2024



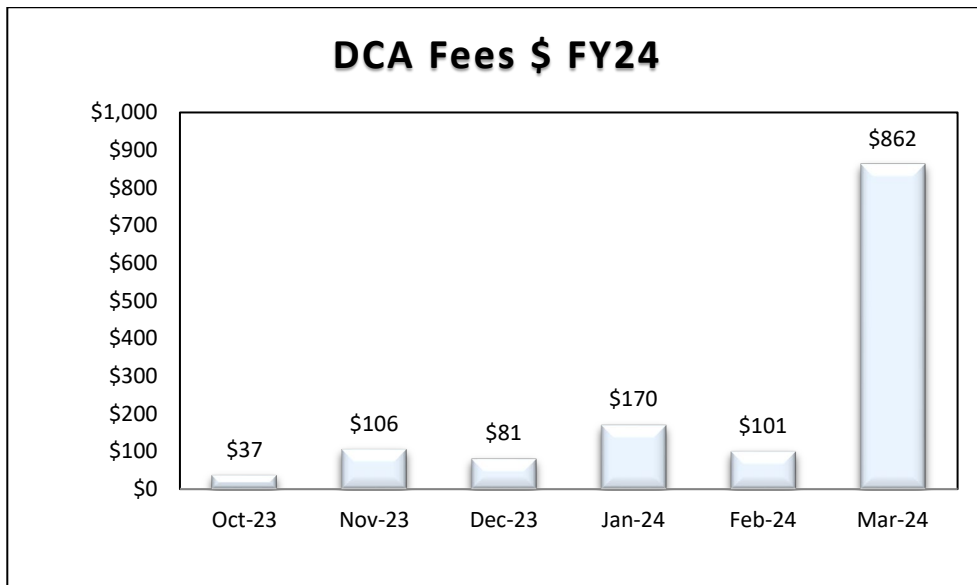
INSPECTIONS COMPLETED FY 2024 TO DATE



DBPR PERMIT SURCHARGES COLLECTED FOR THE STATE



DCA PERMIT SURCHARGES COLLECTED FOR THE STATE



CURRENT AND UPCOMING NEW PROJECTS

- AutoZone – currently in the finishing phase of the building and installation of irrigation, site lighting, signs, and landscaping
- Palm Beach Orthopedic Institute – Building Permit issued building under construction
- Southern Lawn – Building and Development Permit currently under review.
- Hotel and Town Center – currently under development review.

PERMIT PROCESS AND CUSTOMER SERVICE IMPROVEMENTS

Staff continue to improve and streamline all permitting services. All permits are now processed at one central location at the Town Hall. The permitting process was successfully transitioned to electronic submittal which allows simultaneous review of permits by all required agencies (Building, Zoning Engineering, and Property Development).

Evaluation of the new software was completed and staff is currently in the process of preparing the contract to initiate the implementation. The new software will significantly streamline all phases of permitting, inspection, and processing of the payments and will include the following modules: Permits and Licensing, Planning & Zoning, Solution Center / Code Enforcement, BTRs, and Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, a fieldwork order system, and project and document management features. Unlimited reporting services.

VIDEO INSPECTIONS FOR SIMPLE BUILDING PERMITS

Staff is considering the implementation of a Video Remote Inspection Solution. This inspection process has been approved by the Building Code Administrators and Inspectors Board and is currently utilized by Palm Beach County and other municipalities. The video inspections can be used for re-roofs, water heaters, and A/C changeouts as well as other simple building permits. The main benefits of video inspections are:

- Saves Time! Inspections On Demand means no pre-scheduling is required.
- No rollovers! No inconvenience to property owners after the job is finished.
- Remote video inspection takes just minutes to complete with no additional cost for the inspection. Inspections are guided via secure high-definition video conferencing with a video record of the entire inspection.
- Obtain multiple inspections on the same day.
- In the event of a failed inspection, workers can correct deficiencies and request immediate re-inspection.
- Coordinates GPS location confirmation with Google Maps.



Memorandum

To: Loxahatchee Groves Town Council
Francine Ramaglia, Town Manager

From: Tara Bamber, P.E., Town Engineer

Subject: Quarterly Report – January 1 to March 31, 2024

Date: April 16, 2024

Below is a condensed version of the work that Engenuity Group, Inc. provided within January 1st and March 31st in 2024 as the Town Engineer.

- 1. Land Development Fee-Based Applications: Total projects 34**
 - a. Site Development **21**; Approvals **9**
 - b. Right of Way **8**; Approvals **6**
 - c. Water Use **1**
 - d. Pre-Construction **5**
 - e. Construction **1**
 - f. Project Closeout **6**
 - g. FEMA request **1**
- 2. Code Compliance: Cases 2**
- 3. Construction Assistance/Pre-App: 4**
- 4. Assistance with Drainage (without permits) projects: 4**
- 5. Water Use Program Initiation: Meetings; Prepare Process/Permit Document**
- 6. Townwide Resiliency Vulnerability Assessment: Meeting; Survey; Drawings**
- 7. Development Review Committee:**
 - a. Projects Reviewed **5**
 - b. Meetings **2**

8. General Services:

- a. Permit Approvals for Culvert Replacements **2**
- b. Proposals for Culvert Replacements **3**
- c. Assistance with Updating Permit Applications
- d. Staff Meetings & Permit Process Meetings **3**
- e. Quarterly Report

9. Survey:

- a. Sketch & Legal
- b. Proposals for Survey **2**



Town of Loxahatchee Groves Quarterly Report – January – March

1. **Town CIP** – Assist Town Staff with CIP program.
2. **Land Development Review** – Land Development reviews are no longer processed by K&A, however, we are still assisting with DRC review upon request of Town Staff.
3. **Permitting** – Permitting for 43rd Road North is underway with SFWMD, awaiting response from SFWMD.
4. **Resilient Florida Vulnerability Assessment:** A signed agreement has been received from FDEP under the Resilient Florida Grant Program. The second Quarterly Progress Report has been submitted to FDEP.
 - 4.1. A kickoff meeting was held with consultants and Town staff to discuss the grant program requirements, timeline, activities, and deliverables. This Item has been completed, and final deliverables have been prepared for submittal to FDEP.
 - 4.2. The Steering Committee Membership List has been finalized and the first of four scheduled Steering Committee meetings has been held. This item has been completed, and documents are being reviewed for inclusion in the final deliverable to FDEP under this Task.
 - 4.3. The first of four Steering Committee Meetings focused on orientation, major schedule milestones and deliverables, and the general outline of the modeling approach. Meeting minutes are being prepared for review as part of the final deliverable to FDEP under this Task. The next meeting is scheduled for September of 2024 to discuss collected data, modeling specifics, and any important updates regarding public input following the first of two Public Outreach meetings.
 - 4.4. A DRAFT Public Outreach Meeting agenda has been prepared and is under review. The Town will connect with an Outreach Consultant for assistance with preparing notices, creating content to inform the public, and organizing the event. The first of two Public Outreach meetings is tentatively planned to occur in the next one to three months.
 - 4.5. The first round of collaborative field survey and data collection (Grant Task 5) has been completed. Surveyed stormwater assets include:
 - 4.5.1. Pipes/ culverts >6" in diameter
 - 4.5.2. Span bridge locations
 - 4.5.3. Targeted topographic cross-sections of canals and adjacent roadways
 - 4.5.4. Catch basins and structures located within Town rights-of-way

A first review of data for each asset classification has been completed for quality control and conformance to the intent of final deliverables. Successful test runs of the initial



data have been completed for digital surface modeling and use in a GIS system for generation of maps and exhibits.

- 4.6. Collected data was successfully imported into the modeling software environment to represent surveyed conditions within the Town's existing drainage assets. Model development and refinement will continue as data analysis progresses, and initial results for the Existing Conditions model are anticipated in December of this year.



155 F Road Loxahatchee Groves, FL 33470

QUARTERLY REPORT: January – March 2024

Town Planning Consultant
Jim Fleischmann

- A. Planner on Call Telephone and Email Responses: 104 Phone and/or email responses** to Owners (18), Potential Buyers, (26), Real estate Agents (17), and Agents/Consultants (37). Topics included a large variety. T

Topics with several inquiries included: Vegetation Removal Permits; Accessory Dwellings/Tiny Homes; Zoning District permitted uses and Setbacks; Potential for density increases; Bona fide Agriculture.; Requests for a meeting on a property or issue; Lot combinations and splits; and Animal Boarding.

- B. Fee-Based Applications: 19:** Clearing Exemption – **9**; Clearing Waiver – **1** Clearing Exemption and Waiver – **1**; **Lot** Combination/Split – **2**; Address Assignment – **5**; Zoning Confirmation Response – **1**; Administrative Site Plan approval – **0**; Sign Permit – **0**.
- C. Cost Recovery Vegetation Removal Permits:** 12918 Marcella VRP; 12914/12859 Raymond Drive VRP; 14563 North Road VRP; 14964 Snail Trail VRP; 15211 Okeechobee VRP.
- D. Planner on Call Meetings:** Manager, Project Coordinator, Attorney, Code Enforcement Directed, and Council Meeting Agenda Items, or Request by Manager to attend meetings with Owners, Potential Buyers, Real estate Agents or Developers: **34.0 hours** (\$125/hr.).
- E. EAR-Based Comp Plan Amendments: 22.0 hours** (\$125/hr.)
- F. Private Sector Cost Recovery Projects \$150/hr):** Solar Sports GTC Town Center Pod application; Home 2 Suites GTC Hotel pod applications; Solar Sports Bond Release; 444/556 B Road applications; Piquet applications.



Public Works Quarterly Report for the First Quarter 2024

Richard Gallant EI – Public Works Director
Craig Lower – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town.

The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational.

Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions.

Grading:

The total number of miles graded by Public Works in the month of January is: 48.44.

The total number of miles graded by Public Works in the month of February is: 77.15.

The total number of miles graded by Public Works in the month of March is: 47.14.

During the first quarter Public Works graded a total of 169.16 miles of dirt roads.

During that time, the grader operator spread rock on the roads being prepared to be paved as well as other roads that are in need of road material. Staff have completed a lot of work on road restoration to make the remaining dirt roads safe to navigate but has barely put a dent in the amount of work required to get caught up. Staff is in the process of evaluating the current grading scale and it is the intent to provide improved service to our residents, increasing the frequency of grading on all no paved roads under the purview of Public Works.

Mowing activities on Town roads and canal banks

Mowing operations continued during the first quarter of 2024 in accessible areas of the lettered roads including Folsom, north Okeechobee, and the Royal Palm Beach Pines Natural Area canal banks and flat surfaces were mowed by our crews. Additionally, our mowing crews were able to being the process of clearing our swales on side roads. In the first quarter of 2024, staff mowed 161.5 miles of canal bank, swale, and drainage ditches. Staff continues remove large amounts of exotic over growth from the canal side properties so our equipment could better access the canal banks. To date, Public Works staff has removed over 200 tons of exotic tree debris from throughout the Town and the work continues. The department is working diligently to make the Town better but it will take time to get it all done and keep up with it.

Canal and Culvert Maintenance

Public Works Management is reviewing the canal banks and culverts throughout the town to set a priority list of culverts that are in need of repair or replacement. The first priority is to locate and extend the culverts that were inadvertently buried under roads or canal banks. To date the Department has extended five different culverts that were either under the road or buried in the canal bank. Staff connected the culvert at 35th Place N and E Rd back to the Staff has also replaced the failed culvert at A Rd, North of 161st Terrace and are in the process of replacing the culverts at Global Trail and North Road, Hyde Park between 852 and 958 and the North end of the Hyde Park pond. Staff is going to also be required to reset the elevation of multiple culverts that were replaced but set to high. Those areas include Casey Rd and F Rd, and between 1104 and 1222 E Rd. Evaluations of other issues are being reviewed and staff is requesting any known issues known to residents please bring them to management so they can be reviewed and addressed.

Roads Repairs:

The Public Works department has traversed the entire section of paved road south of Okeechobee Blvd. and, utilizing six tons of hot asphalt, repaired all of the potholes and edge breaks.

Additionally, the Public Works staff continues to monitor the conditions of the pavement and repairs the breaks as they appear. Management is also evaluating option to alleviate the edge breaks and providing for the ability for residents to safely travers the Town.

Solid Waste:

41 total complaints from January 1, 2024 thru March 31, 2024, with the fewest in any one month of 12 in February and the most complaints in any one month in January with 15 complaints.

Total number of complaints of 41 noted above was 100% , regardless of validity, for the year filed by residents in comparison to 156,416 annual garbage pickups and 469,248 cubic yards of annual vegetation and recycling pickup within the community provided by Coastal. The provider's accuracy rate is 99.89%.

With respect to complaints filed by residents, there were only 16 complaints deemed valid upon review. The remaining 25 complaints were not considered valid. Finally, 16 of the 41 complaints were resolved within the contract parameters. The 16 valid complaints for the year did not meet the contract threshold for assessing fines.

The Town with work with Coastal to send out an educational mailer to all residents as a reminder of the conditions of the agreement the Town has with Coastal as well as the debris management plan in anticipation of hurricane season.

Exotic Tree and Debris Removal:

The Public Works Department contracted with a tree service to remove approximately 90 exotic Australian Pines from multiple areas around the Town. These trees were removed to assist staff

in reestablishing the drainage swales, prevent property damage, and to make our community safer. Staff began cleaning the swales on Casey to improve drainage. Staff is also working on Global Trail, 161st Terrace, and Gruber. Additional work will be required to restore proper drainage to those areas. Management is also establishing a plan to clear the exotic trees from around the pond on Hyde Park Road and convert the area to a conservation area to plant and establish native vegetation around the pond area. Additionally, staff is preparing to remediate the drainage swale from the Hyde Park pond to the F Rd canal to reestablish flow and remove the exotic overgrowth.

Non-plant Debris Removal

Staff continues to remove solicitation signs located along the roadways of the Town. The number per week has been reduced and some weeks there are none. It is believed those who are placing these signs understand the Town is not going to allow folks to pollute our Town. Staff continues to remove any signs not located on private property at least weekly.

Facility Maintenance

The Public Works Department has assumed the responsibility of maintaining and replacing the infrastructure held within the facilities owned by the Town. Staff is currently evaluating and budgeting for the replacement of the air conditioning units at both Town Hall and Public Works. Staff has contracted with our locksmith to rekey the public works facility as well as enhance the locks for gates and other ancillary facilities. Additional work under review includes the repair and eventual replacement of the sound system that serves council chambers. Additional security enhancements are under review at both Town Hall and Public Works. Some of the enhancements include automated security gates with access controls to public works, access control system with card readers and autolocking doors to both facilities, and higher security doors at town hall. Other

projects under consideration include the replacement of the parking lot light fixtures, installing timers on the porch lights, and enhancing the lighting controls in the building.

Okeechobee Corridor

After multiple conversations with Palm Beach County officials, the Town is responsible for the road maintenance along the Okeechobee corridor. Public Works Management has reviewed the needs along this corridor and the following has been either completed or in the process of improving the safety of travelers along this corridor. Staff has installed, corrected, or replaced the speed limit and stop signs along the Okeechobee Corridor. Road crossing signs, equestrian area signs as well as other signs are under review and upon approval of a contract for a sign manufacturer, will be ordered and installed throughout the corridor. The existing fire department sign is broken, one of the sign assemblies is missing and in need of replacement. Based on what documents staff could locate, this assembly has not worked since at least 2016. Staff is currently soliciting pricing to replace the fire department flashing sign assembly. The current pricing is around \$10,000 and the item will be placed in the capital plan. Staff is also reviewing different companies to contract with regarding updating the striping on Okeechobee Blvd. as well as other locations around the Town where striping is wearing away or missing. Under review is adding crosswalks with illuminated flashing crosswalk signs for both pedestrians and equestrian travelers traversing the corridor. The budgetary cost to add this feature is estimated to approach \$100,000 to complete.

Capital Improvements

The town has issued purchase orders to Johnson Davis to remove and replace the culvert pipes at the intersections of 11th Terrace and D Rd as well as 12th Place North and F Rd. The contractor has ordered the 96" culvert pipe for 11th Terrace and anticipates the contrition to commence on or

around May 20th. Depending on availability and when the culvert pipe arrives, the contractor may commence on the 12th Place North immediately after. The contractor will advise once confirmation is received from their supplier.

The paving project has been awarded and the Notice to Proceed will be issued in the coming days for the segments listed below.

1. 161st Terrace North
2. Casey Road
3. East Citrus Drive
4. 147th Avenue North
5. 24th Court East of F Rd
6. 25th Court West of F Rd
7. Gruber Road

The order shown is informational and the final paving order will be determined by staff and the contractor during the preconstruction meeting. That meeting will be scheduled prior to the issuance of the Notice to Proceed.

Public Works is currently evaluating the FY25 Capital Plan and once solidified, will be part of the budget process. Projects that are under consideration for FY25 include paving A Rd, Collecting Canal, 11th Terrace, as well as other roads. Culvert replacements under review include Bunny Ln and D Rd, 14th Place North and F Rd, Roberts Way and C Rd, and Kerry Ln and F Rd. These projects are preliminary and will be evaluated based on budget availability and pricing of the new contract. Staff is also evaluating the culvert at Folsom and 25th to increase the width to make the area easier to navigate for residents and guests.

Purchasing and Procurement

Staff is currently researching various agreements with other municipalities and other resources to fulfill the needs of the Town and Public Works. At this time staff is conversing with Odoms Sod for the procurement of sod and sod installation services. Staff has negotiated pricing with and are bringing forward a resolution to procure a 2025 14-yard dump truck. Staff is sending to surplus various equipment not used by staff to gather the funding to obtain items that will be used by staff to complete the various projects throughout the town. Staff is researching a small excavator for use in the restoration of the ditches and drainage throughout the town. As the Johnson Davis contract is set to expire, staff is securing the renewal contract for culvert replacement based on the ability to secure the piggyback from the same or another municipality. Other projects in process for procurement is the replacement of the culverts at the intersection of F Rd/Collecting Canal Rd/6th Court N. Currently the project is in design and once complete, will be put out to bid. It is anticipated this process will take about three months and once awarded, will cause issues with traffic in the affected area. It is believed this work will prevent a greater emergency due to unanticipated failure. The Public Works Department is developing an agreement with AI's Auto Care to provide major maintenance to our vehicles that can not be done by our internal staff. Staff is currently working on securing a vendor either through a piggy back or best interest for the procurement of road signs for the entire town.

Grant Research and Evaluation

Staff is researching various avenues to apply for and obtain grants from multiple sources. Those sources include FEMA, the Florida Department of Emergency Management, Palm Beach County, as well as others. Currently, staff is adding to the Palm Beach County Local Mitigation Strategy to begin the process of obtaining grants from FEMA and FDEM. A few of the items

include:

1. Replacement of the existing public works pavilion with a structure that can withstand a high velocity windstorm event, thereby protecting the Town's assets and employees during an event.
2. Procuring and installing new generators, transfer switches, and other ancillary items for both public works and town hall.
3. Renewal and/or replacement of the A Road and Folsom canal SCADA and telemetry systems.
4. Renewal and/or replacement of the D Road gates and pump assemblies SCADA and telemetry systems.
5. Provide design for and procure adjustable weir structures for the entire canal system north of Okeechobee Blvd.
6. Provide design for and procure a pumping system to provide the ability to move water north of Okeechobee Blvd.
7. Obtain design for and install the infrastructure for the area of Citrus Dr, Tangerine Dr, East Citrus Dr, and Orange Ave to improve stormwater drainage and improve the roadway system.
8. Obtain a standard design for a retaining wall system for the existing canal system to improve the capacity of the canal system, make the roads safer, and reduce the maintenance burden of staff throughout the town.
9. Provide revenue to contract with a company to remove debris from the existing stormwater conveyance system to improve functionality and capacity.

Emergency Management

The Public Works Director, who also serves as the Director of Emergency Management, is working with other staff and our CERT partners to complete the updates of the Town of Loxahatchee Groves Comprehensive Emergency Management Plan for 2024. Some of the updates include the addition of a glossary section and including all disaster types. Utilizing the best management practices from FEMA, the Director will establish a clear and concise chain of command following the Incident Command System. A meeting is being set up in the coming weeks with our CERT partners and staff to go over the plan and provide for a clear line of communication before the threat of a disaster is imminent.

Gas Tax Map Audit

The Public Works Director has directed staff to facilitate and complete review of the gas tax map. This work includes evaluating all of the road segments that the town is currently receiving revenue for. The process for this evaluation includes reviewing the recorded plat as well as the unrecorded plats, using the segment lines to identify the lengths, placing these into a spreadsheet so the totals can be evaluated. Once this work is complete, the public works department will have a document that is comprehensive and thorough.

Staffing

The Public Works Department is currently staffed by 12 employees. There is currently one opening for a General Maintenance Worker. The list of positions are listed below:

- 1 – Director of Public Works
- 1 – Superintendent of Public Works
- 3 – Public Service Worker III
- 3 – Public Service Worker II

- 1 - Public Service Worker I
- 3 – General Maintenance Worker
- 1 – Public Works Coordinator

Crews are divided into four teams. Ground Maintenance, Draining Improvements, Road Stabilization and Grading, and Canal Bank Stabilization.

Ground Maintenance will be responsible for mowing all canal banks and right of way paths and equestrian paths. They are further responsible for trimming and grubbing areas of the town that impede equipment, equestrian, or vehicle traffic throughout the Town. A portion of their responsibility is to assist in the maintenance of equipment and inventory of rolling assets as well as consumable items used by Public Works staff. This team will also begin clearing the neighborhood drainage ditches to improve water flow and aid in preventing flooding.

The Drainage Improvement team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any repairs and maintenance to those structures.

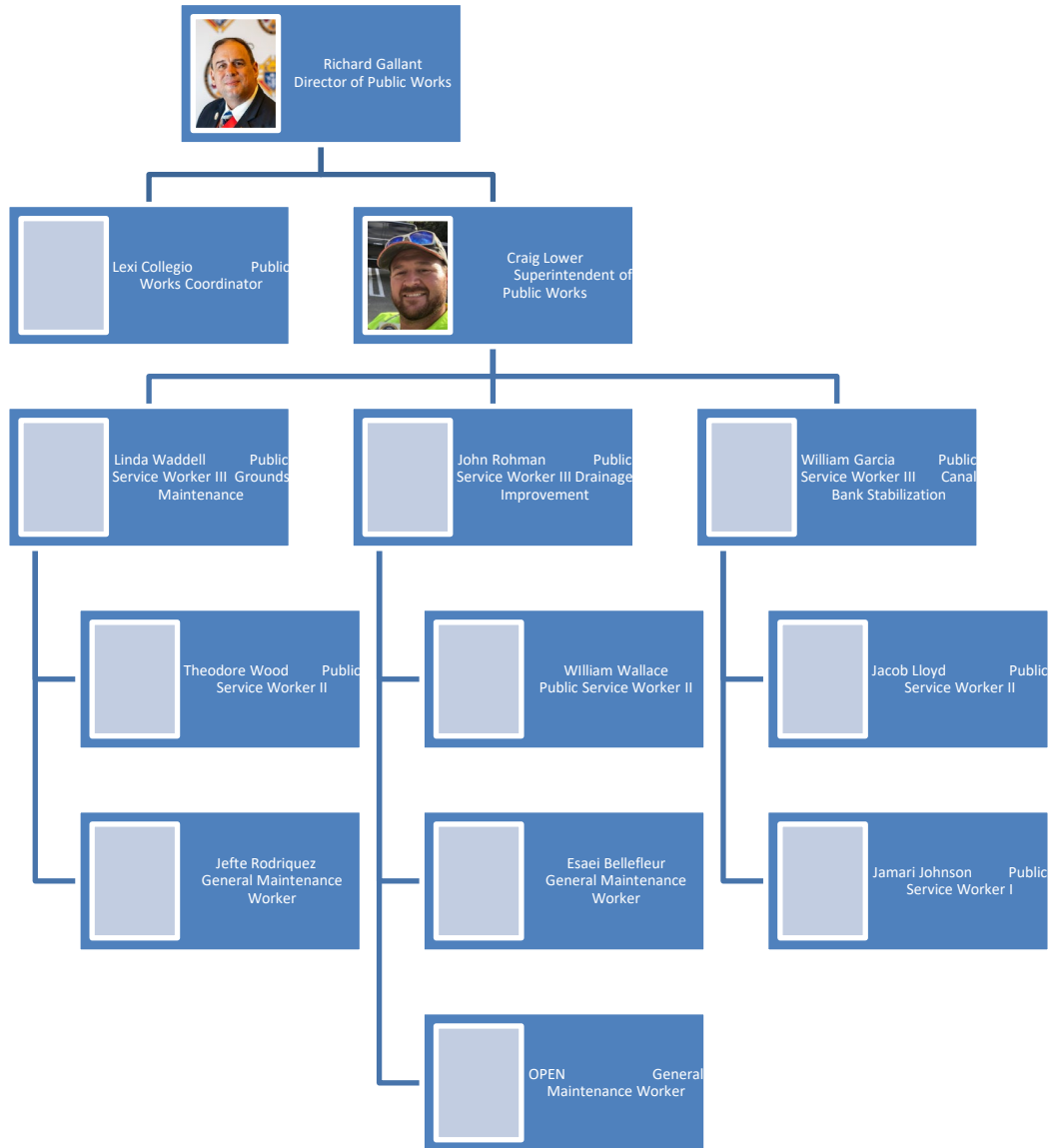
The Canal Bank Stabilization crew is responsible for the upkeep and maintenance of the canal banks. They are to identify failures and expedite repairs to those failures. A portion of their responsibility is to inspect the canal banks in an attempt to proactively identify failures before they become a wash out.

The Road Stabilization and Grading crew is responsible for the timely grading of all unpaved roads in the Town. They are responsible for advising supervision of potential failures and areas where added material is required. Once scheduled by supervision, the Road Stabilization and Grading crew is charged with the application of the material to increase the stabilization of the

road.

The Director of Public Works is responsible for all of the components of the department and aided by the Superintendent of Public Works who is responsible for the individual crews. The Director and Superintendent work closely to establish priorities considering the health, welfare, and safety of the residents and visitors first. Public Works also employees and Public Works Coordinator who assists the Director and Superintendent with the administrative functions of the department.

Other initiatives the Public Works Director has been working on moving forward is the update to the Comprehensive Emergency Management Plan as the Emergency Management Director. The training of public works staff on safety items as well as proper operation and maintenance of the equipment used by the department.



Staff Training and Development

Public Works management is currently evaluating the talents of our staff and how the Town can enhance those talents to improve the abilities of that staff. Currently weekly safety meetings are held to discuss pending field issues and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the

Towns larger equipment. Our suppliers are being tapped to provide training on the use of our equipment from the manufacturers. Preventive maintenance training is also a topic from the manufacturers. Human Resources is putting together a program for all employees that will include wellness, ergonomics, drug free workplace, ethics, as well as others. Safety related topics include Hazard Communication, Heat Stress, Personal Protective Equipment, Trenching and Excavation, Slips, Trips, and Falls, and Equipment Spotter Training.

Equipment Mileage or Hours:

The water pump operated a total of 22 hours during the first quarter of 2024. The majority of it during the latter part of March. The water pump currently has 2130.6 hours on it.

During that time Public Works consumed 1,461 gallons of Off-Road Diesel, 721 gallons of Ultra Low Sulfur Diesel, and 874 gallons of 87 Octane Unleaded Fuel.

2024 Outlook

The next twelve months in the Town of Loxahatchee Groves will see some significant improvements under the leadership of its new Public Works Director, Superintendent, and staff.

Below is an update on the list of items that the Director brought last quarter in which the Department is focusing on completing prior to the end of the fiscal year.

- COMPLETED Acquire replacement vehicle for Code Enforcement.
- COMPLETED Supplement existing fleet by procuring new more fuel efficient vehicle for the Director.
- IN RESEARCH Enhance the communication with the field staff by either procuring radios for the existing 400 MHz system or looking into systems like First Net.
- IN PROCESS Create a fleet maintenance system to ensure the rolling assets the Town owns is properly maintained and documented.

- IN PROCESS Public Works staff will be preparing the 2024 paving plan project roads through enhancing and stabilizing the existing road base as well as removing of exotic trees and bushes.
- IN PROCESS Public Works staff will be working closely with FPL to complete the repairs of the damaged culverts caused by FPL's directional boring efforts.
- COMPLETED Public Works staff has contracted with WBI to complete 2,000 linear feet of canal bank stabilization along Collecting Canal Road.
- IN PROCESS Public Works staff will be completing 8,000 feet of canal bank stabilization after WBI has completed their work.
- AWARDED Public Works staff will be working with our finance and legal department to procure the services of a contractor to complete the paving work for 2024.
- IN PROCESS Public Works staff is working on establishing master agreements for various services including, exotic tree removal, irrigation services, fuel procurement, culvert cleaning, canal cleaning, computer and media components, communication services, FHWA MUTCD sign and supporting equipment procurement, equipment rentals, as well as other items to make purchasing more streamlined.

Additional items that are under review or additional goals for FY24

- Procure a 2025 Freightliner Dump Truck
- Procure a Mini-excavator with trailer
- Secure a contract with a sod company to expedite the canal restoration process.
- Deploying trail cameras to assist with illegal dumping issues

To facilitate this work Public Works will have to temporarily close roads and lower the canal levels. It is the intent of Public Works management to use multiple methods to notify the public

of these activities. These methods include an all staff email, including Town Council members, our current reverse 911 call/text system, the Town's Facebook page or other social media used by the Town.

Service interruptions will be minimized to the best of the ability of the crews completing the work. There will be times in which roads may need to be closed during an unscheduled repair. It is the intent of staff to provide as much notification as possible during such events.

Vehicle List

Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory						
Vehicle Number	Vehicle Year	Vehicle Make	Vehicle Model		Status	Total Hours
0010	2000	Sterling	L9500	Dump Truck	At Auction	O/S
0510	2006	Ford	F250	Utility	In Service	312
0710	2007	John Deere	5325	Tractor	In Repair	0
1010	2010	Gradall	XL5100		Going to Auction	0
1110	2011	Ford	F450	Utility	In Service	115
1111	2011	Ford	F250	Ext Cab	In Service	865.5
1310	2013	John Deere	6105M	Tractor	Going to Auction	87
1311	2013	John Deere	220D W	Excavator	In Service	34
1410	2014	Ledwell/Freightliner	LW4000 WT	Water Truck	Going to Auction	O/S
1411	2014	John Deere	5055E	Bush hog	In Service	59.5
1412	2014	New Holland	L225	Loader	In Service	10.6
1510	2015	John Deere	XUV855D	XUV	In Service	137
1511	2015	Ford	F250	Single	In Service	890
1512	2015	John Deere	D105		In Service	None
1513	2015	Scag	SH61V-25KVD	K1B00179	In Service	None
1610	2016	Ford	F250	Crew Cab	In Service	833.8
1611	2016	Ford	Explorer	SUV	In Service	868.6
1710	2017	Ford	Escape	SUV	In Service	792
1910	2019	John Deere	5075E	Box Blade	In Service	26.7
2110	2021	Kubota	M6S111D	Tractor	In Service	177
2210	2022	Caterpillar	450		In Service	98
2211	2022	John Deere	620G	Grader	In Service	242
2212	2022	Novae, LLC	Trailer	Dual Axle	In Service	
1810	2018	Triple Crown	Trailer	5 x 10		
		John Deere		Loader	At Auction	O/S

Work Order	Work requested	Location	Originated
00326	Work on Casey Rd / Clean, Cut the trees and bring 3 load of debris on A Rd to the yard /Brimming North E Rd / fix all the cone to Collecting canal	Casey Rd.	01/03/2024
00325	Work (Lay 13 load of sod, Water the sod) on North C Rd / Pickup cone from collecting canal / pick up the cone from police	north c rd	01/03/2024
00324	Bring 4 pipes to North E Rd / Bring 4 load of dirt to Tangerine Rd / meeting at Town Hall / Clean the yard	TANGERINE DR	01/03/2024
00323	Work on N E Rd / Brims 7 loaded on North C and South C Rd / Clean up the yard / Pickup the cone on Collecting canal	North E rd	01/03/2024
00322	Cleanup B Rd & North Rd / Safety meeting / Cleanup and Brims & Loaded of debris to the yard	B Rd and North Rd	01/03/2024
00321	Work on bank of B Rd / Cut, Cleanup trees on B Rd /Bring 3 Loaded of debris to the yard	B ROAD	01/03/2024
00320	Clean, Cut trees & 5 Loaded of debris on North E Rd / Brims them to the yard	North E rd	01/03/2024
00319	Cleanup C Rd and cut back trees on bank /Bring 3 loaded to the yard / Meeting at Town Hall	C Rd and Town hall	01/03/2024
00318	Pink up 25 Rolls sod & brims ins at North E Rd / Clean the Yard / Pick gator at John Deer shop	North E rd	01/03/2024
00317	Lay 24 Rolls of sod on North E Rd and E Rd	E RD	01/03/2024
00316	Work in the yard / Service all the equipment / Cleanup, Change oil & Grease the machine	The Yard	01/03/2024
00315	Cut and prep asphalt on A and B Rd /Prep and Repair asphalt on C and D Rd	A, B, C, D Rd	01/03/2024
00314	Fixed wash out at Folsom & Compton / Stood up cones on Collecting Canal / Cleaned out & Fixed man hole cover in the yard / Removed on F Rd / Dag out cones out of collecting canal	F RD	01/03/2024
00313	Removed bushes, Cleaned Dumpster area, Blew off dirt on D Rd at Town Hall / Dumped dirt South C Rd from Town Hall	Town Hall area, D Rd & South C Rd	01/03/2024
00312	Slope mower from North Rd on A Rd to collecting canal / pass from A Rd and collecting to D Rd and collecting canal.	North Rd, A Rd, Collecting and D Rd	01/03/2024
00311	Slope B mower from Rd and North Rd to B Rd and collecting canal / Safety meeting / Loaded & Delivered 5 mini dumps to F Rd & 11th lane of base rock / Slope mower on West D Rd	W D RD	01/03/2024
00310	Cleaned trees out of easement on Folsom canal	FOLSOM RD CANAL	01/03/2024
00309	Cut branches & Slope Mowed on easement of Persevere on North Rd, 40th St & G Square	North Rd to 40th St - G Square	01/03/2024
00308	Slope mowed from B Rd to A Rd on South Side of collecting canal 2 passes, East Side from collecting canal to Southern Blvd 3 passes / Cut back branches on West Side of South E Rd and then picked up & Returned tractor to John Deere & removed heavy debris from dumpster	A, B, South E Rd and Southern Blvd	01/03/2024
00307	Cut grass & weedeated around yard / Safety meeting with Christmas party on lunch time / Ran 4 loads from minidump to SW D Rd and trimmed trees	South West D Rd	01/03/2024
00306	Pick up roller from E Rd & North Rd to Rolled W D Rd, Pineapple, Tangerine, Temple &6Ct N and then bush hogged 2 passes down A Rd canal from Southern to Okeechobee West Side.	A Rd	01/03/2024
00305	Cleaned, cut branch out of easement and bush hogged on B Rd & North Rd	B Rd and North Rd	01/03/2024
00304	Remove hydraulic hose from Slope mower to make hose, rubber & replaced back to Slope mower / Went to Napa auto part store and bought def fluid and back to shop and then loaded dumpster / For Mow A Rd canal, Bush hog needs to be fixed then loaded dumpster again.	A Rd	01/03/2024
00303	Trimmed back trees on North B Rd.	NORTH B RD	01/03/2024
00302	Cut back trees on canal bank on North C Rd.	north c rd	01/03/2024
00301	Layed 24 rolls of sod on North E rd canal and berm.	North E rd	01/03/2024
00300	Trailer Picked up Scrap Pieces of grass & back bladed it on E Rd. & N Rd. / Changed Oil in Bush hog (Around Yard) / Cleaned Larry's old Truck / Cleaned backhoe / Removed & disposed of 12 signs on B Rd & Southern Blvd.	E Rd and N Rd	01/03/2024
00299	cut asphalt on letter roads, and prepped for patching	A,B,C,D RD	01/03/2024
00355	Continue mowing on C Rd and Okeechobee to N Rd	C rd and Okeechobee to N Rd	01/04/2024
00354	Mowing and slope in 3mi on C Rd and Okeechobee to North Rd	C rd and Okeechobee to N Rd	01/04/2024
00353	Equip check Kubota and check Manuel service at the yard	245 w d rd	01/04/2024
00352	Hauled 2 trailer load of brushes back to the yard	245 w d rd	01/04/2024
00351	Clean and brush out out ditch on Casey Rd	Casey Rd.	01/04/2024
00350	Removed fence from F Rd Bank	F RD	01/04/2024
00349	Fixed culvert in the yard	245 w d rd	01/04/2024

Work Order	Work requested	Location	Originated
00348	Stood cones up on collecting canal Rd.	Collecting canal Rd.	01/04/2024
00347	Fixed wash out on Folsom Rd and Compton Rd	Folsom and Compton	01/04/2024
00346	Remove bushes, cleaned the road (in front of office), fixed the fence and cleaned out garbage around dumpster area at the Town Hall	155 F Rd	01/04/2024
00345	Pickup tire and take out 20 tires in canal on F Rd and North E Rd	F Rd and N E Rd	01/04/2024
00344	Clean and Filled the dumpster on the yard	245 w d rd	01/04/2024
00343	Check the irrigation system at City Hall	155 F Rd	01/04/2024
00342	Clean out ditch on Casey Rd	Casey Rd.	01/04/2024
00341	Plant trees and put the light up at Town Hall office	245 w d rd	01/04/2024
00340	Pickup 1 load of tires on Folsom Rd by school	Folsom Rd	01/04/2024
00339	Filled up dumpster with debris on North E Rd	North E rd	01/04/2024
00338	Clean out Ditch and Hauled 5 load of woods on Casey Rd	Casey Rd.	01/04/2024
00337	Clean out ditch on Casey Rd	Casey Rd.	01/04/2024
00336	Lay 13 rolls of sod on West E Rd	West E Rd	01/04/2024
00335	Pickup 1 load of debris at D Rd and Okeechobee Rd / Clean up, cut, brush and hauled 3 load of debris at Southern Blvd and A Rd / Hauled 16 rolls of sod from sod farm and filled dumpster with debris	D Rd and Okeechobee Blvd	01/04/2024
00334	Filled up Dumpster with debris / Lay 13 load of sod to West E Rd / Clean out ditch on Casey Rd	Casey Rd.	01/04/2024
00333	Work around the shop (Cut the grass) / Picking up the garbage	245 w d rd	01/04/2024
00332	Hauled Junk from E Rd & Okeechobee to yard / Hauled 3 load of Dirt from E Rd & Okeechobee to South C Rd / Hauled 3 load of Dirt from E Rd & North Rd to South C Rd / Hauled load of dirt from E Rd & North Rd to South C Rd and Cleanup South C Rd	E Rd and North Rd	01/04/2024
00331	Cleanup B Rd., North Rd. and Canal Bank / Remove & Brush trees from canal bank / Hauled 2 load of brushes	B rd, North Rd and Canal Bank	01/04/2024
00330	Cleanup on B Rd, North Rd and Bank Cannel / Hauled the trees from Bank cannal (3 load of them) to the yard	B Rd and North Rd	01/04/2024
00329	Work cannal bank on B Rd & North Rd / Cleaned brush off cannal bank / Hauled 5 load of brush to the shop	B Rd and North Rd	01/04/2024
00328	Clean up Brust on C Rd and Hauled 3 loaded of them out / Meeting	C Rd	01/04/2024
00327	Hauled 5 load of sods (25 Rolls) from farm to North E Rd	North E rd	01/04/2024
00387	Transport, Paperwork and Mapt log on the yard	245 w d rd	01/05/2024
00386	Continue hedged A Rd, Okeechobee Blvd and 1400 block to 1000 block on Canal	A Rd, Okee Blvd & 1400 to 1000 block on canal	01/05/2024
00385	Transport and Hedged A Rd, Okeechobee Blvd, 1400 block and A Canal	A Rd, Okeechobee Blvd, 1400 block and A Canal	01/05/2024
00384	Check Scada and Equipment Kubota at the yard	245 w d rd	01/05/2024
00383	Transport, paperwork and Log on the yard	245 w d rd	01/05/2024
00381	Hedged and Mowed on A Rd, Okeechobee Blvd to 1600 Block and Heavy Brash on Canal	A Rd, Okeechobee Blvd and 1600 Block	01/05/2024
00380	Checked Equipment Kubota at the yard	245 w d rd	01/05/2024
00379	Paperwork, Map and Mowed report at the yard	245 w d rd	01/05/2024
00378	Mowed on 161st Terrace N Rd, Corner to North Rd	161st Terrace N Rd, Corner and North Rd	01/05/2024
00377	Mowed A Rd, Collecting Canal, Okeechobee Blvd and North Rd	A Rd, Collecting Canal, Okeechobee Blvd and North	01/05/2024
00376	Checked Scada & Kubota at the yard	245 w d rd	01/05/2024
00375	Vacuum tractor, Fuel, Started equipment inventory for month and paperwork at the yard	245 w d rd	01/05/2024
00374	Bush hog on B Rd and Collecting Canel to North Rd	B Rd, North Rd and Collecting canal	01/05/2024
00373	Bush Hog on B Rd & Collecting Canal to Okeechobee Blvd	B Rd, Collecting Canal and Okeechobee Blvd	01/05/2024

Work Order	Work requested	Location	Originated
00372	Bush hog by college on B Rd and some by horse trail	B Rd and Horse Trail	01/05/2024
00371	Transport to B Rd and Collecting Canal (7 mi)	B Rd and Collecting Canal	01/05/2024
00370	Bush hog and drop off gas on Town Hall	155 F Rd	01/05/2024
00369	Cuted back trees (Braches blocking sight line on Northwest) on B Rd & Okeechobee Blvd	B Rd and Okeechobee Blvd	01/05/2024
00368	Cleaned medium and picked up trash on B Rd and Southern to Horse trail.	B Rd and Southern Blvd to Horse Trail	01/05/2024
00365	Sight Distance, cut and mowed on B Rd and North Rd	B Rd and North Rd	01/05/2024
00364	Hegded on West Bank	West Bank	01/05/2024
00363	Flogged on D Rd and Mowed Canal on D Rd (From North 21st Rd)	D Rd to North 21St Rd	01/05/2024
00362	Check Equipment Kubota	245 w d rd	01/05/2024
00361	Hegded at Casey Rd. (near Folsom cut back on F Rd)	Casey Rd (Folsom & F Rd)	01/05/2024
00359	Check Equip. Kubota and Crease transport cut back on Casey Rd	Casey Rd.	01/05/2024
00358	Cleanup at the shop (Organized shelves, put suppliers away in tool, swept up and put brushes up on the wall for Equipment and wash rack)	245 w d rd	01/05/2024
00356	Check Equipment and mowing on D Rd and Bridge Rd to Southern Blvd (Westside of Canal)	D Rd and Bridge Rd to Southern Blvd	01/05/2024
00445	Transport and Paperwork at the yard	245 w d rd	01/08/2024
00444	3 pass canal on W C Rd, S of Forest Ln to Gruber Ln	W C Rd, S of Forest Ln & Gruber Ln	01/08/2024
00443	Sloped canal on C Rd from Okeechobee Blvd to Gruber Ln	C Rd, Okeechobee Blvd & Gruber Ln	01/08/2024
00442	Sloped 1 pass Rd on C Rd, North C Rd to Okeechobee Blvd	C Rd, North C Rd & Okeechobee Blvd	01/08/2024
00441	1 pass sloped Road on C Rd (3701 to Okeechobee Blvd)	C Rd (3701 to Okeechobee Blvd)	01/08/2024
00440	1 pass sloped Canal on C Rd (2140 to 3701)	C Rd (2140 to 3701)	01/08/2024
00439	Work Kubota and Scada in the yard	245 w d rd	01/08/2024
00438	1 pass to D Rd, Gruber Ln to Bridge	D Rd, Gruber Ln & Bridge	01/08/2024
00437	2 pass W D Rd, Gruber Ln to Bunny Ln	W D Rd, Bunny Ln & Gruber Ln)	01/08/2024
00436	2 pass on D Rd, Okeechobee to Gruber Ln	D Rd, Okeechobee & Gruber Ln	01/08/2024
00435	Transport Palm Fronds to D Rd and Okeechobee Blvd	D Rd and Okeechobee Blvd	01/08/2024
00434	Dropped off paperwork at Town Hall, Picked Up Palm Fronds to put in dumpster.	155 F Rd	01/08/2024
00433	Checked tractor and paperwork at the yard	245 w d rd	01/08/2024
00432	1 pass sloped on C Rd, Gruber Ln to Collecting Canal	C Rd, Gruber Ln & Collecting Canal	01/08/2024
00431	1 Pass berm on C Rd, Forest Ln to Gruber Ln	C Rd, Forest Ln & Gruber Ln	01/08/2024
00430	Equip checked Kubota at the yard	245 w d rd	01/08/2024
00429	Blew out air filter motor 4 Deck on Tractor, swept cab and paperwork at the yard	245 w d rd	01/08/2024
00428	Overgrown picked up excess put on side and mulch on W D Rd (Bunny Ln to Gruber Ln)	W D Rd, Bunny Ln & Gruber Ln)	01/08/2024
00425	Mowed B Rd, 3700 Block to North Rd	B Rd, 3700 Block to North Rd	01/08/2024
00424	Transport material to B Rd and N Rd (Cut canal bank)	B Rd and North Rd	01/08/2024
00423	Sloped 1 pass on D Rd, Collecting Canal to Bridge	D Rd, Collecting Canal to Bridge	01/08/2024
00422	Checked Kubota tractor, greased boom and turned table at the yard	245 w d rd	01/08/2024
00421	Trimmed on C Rd, Collecting Canal, N Rd and Daryl area	C Rd, Collecting Canal & N Rd	01/08/2024

Work Order	Work requested	Location	Originated
00420	Fueled tractor, Swept out and Rinsed off at the yard	245 w d rd	01/08/2024
00419	Continue mowed on D Rd, 3800 Block to 25 PI N (Canal 4 road & 3 Pass Canal)	D Rd, 3800 Block & 25 PI N	01/08/2024
00418	Mowed on D Rd, 3700 Block and 25 PI N (3 pass)	D Rd, North Rd and 40th St N	01/08/2024
00417	Checked Kubota at the yard	245 w d rd	01/08/2024
00416	Bushed hog on D Rd, 27th Ln N to Fripp	D Rd & 27th Ln N	01/08/2024
00415	2 pass on N 145 Ave, North Rd and N 43rd Rd	N 145 Ave, North Rd & N 43rd Rd	01/08/2024
00414	Hedged and Mowed on D Rd, North Rd and 40th St N	D Rd, North Rd and 40th St N	01/08/2024
00413	Hedged and Mowed on D Rd (3160 D Rd to 34 PI)	3160 D Rd & 34 PI	01/08/2024
00412	Equipped maint.& Check Kubota (replaced with new part & Hardware etc.) at the yard	245 w d rd	01/08/2024
00411	Work at the shop all day (Cleaned, Washed, Cleaned Equip, changed the oil, Vacuumed, detailed indoor, Charged Hyd. filter & Air filter, Cleaned engine compartment and cleaned around the shop)	245 w d rd	01/08/2024
00410	Cleaned out tractor, Paperwork and Closed Folsom gate on Scada	245 w d rd	01/08/2024
00409	Sloped Canal Rd. on Okeechobee to North Rd	Okeechobee Blvd & North Rd	01/08/2024
00408	Continue mowed to F Rd, 14 PI N to North Rd.	F Rd, 14 PI N & North Rd	01/08/2024
00407	Mowed canal	Berm Canal	01/08/2024
00406	Mowed on F Rd, Okeechobee Blvd to North Rd	F Rd, North Rd & Okeechobee Blvd	01/08/2024
00405	Mowed on F Rd, 14 PI N to Okeechobee Blvd	F Rd, 14 PI N & Okeechobee Blvd	01/08/2024
00404	Work on Kobuta Hyd., JD5325 Hyd, leak & Fuel and looked at JD6105 at the yard	245 w d rd	01/08/2024
00402	1 pass sloped Roadside F Rd, Okeechobee Blvd to 13th PI N	F Rd, Okeechobee Blvd, 13th PI N	01/08/2024
00401	Mowed F Rd, North Rd to Okeechobee Blvd	F Rd, North Rd & Okeechobee Blvd	01/08/2024
00399	1 Pass from F Rd, Collecting canal to 12th PI N	F Rd, Collecting canal & 12th PI N	01/08/2024
00398	1 Pass from F Rd, Collecting canal to 13th PI N	F Rd, Collecting canal & 13th PI N	01/08/2024
00397	Cut Canal Slope from F Rd, 2580 (Address) to North Rd	F Rd, 2580 & North Rd	01/08/2024
00396	1 Pass Canal, F Rd, Collecting Canal to North Rd	F Rd, Collecting Canal & North Rd	01/08/2024
00395	Checked Equip (JD 5325) and Scada system at the yard	245 w d rd	01/08/2024
00394	3 Pass from West 25th, Folsom to West G Rd	West 25th, Folsom & West G Rd	01/08/2024
00393	1 Pass from Folsom Rd, Okeechobee Blvd to 25 th	Folsom Rd, Okeechobee Blvd & 25 th	01/08/2024
00392	2 Pass from Folsom Rd, 13th PI N to Crestwood	Folsom Rd, 13th PI N & Crestwood	01/08/2024
00391	Mowed from F Rd, Collecting Canal to North Rd	F Rd, Collecting Canal & North Rd	01/08/2024
00390	Equip. repair Kubota at the yard	245 w d rd	01/08/2024
00389	Found Post and Put stop sign together at the shop	245 w d rd	01/08/2024
00388	PBSO (Palm Beach County Sheriff's Office) called for stop sign down at central station	Central sttion	01/08/2024
00499	Fueled the backhoe and cleaned up on the yard	245 w d rd	01/09/2024
00498	Took the fence out on F Rd	F RD	01/09/2024
00497	Fixed the cone on Collecting canal	Collecting canal	01/09/2024
00496	Fixed cover on the yard	245 w d rd	01/09/2024
00495	Fixed the wash out on Folsom Rd	Folsom Rd	01/09/2024

Work Order	Work requested	Location	Originated
00494	Brought 4 cones to 3508 North A Rd	3508 N A Rd	01/09/2024
00493	Brought all the debris to the yard	245 w d rd	01/09/2024
00492	Cleaned on F Rd	F RD	01/09/2024
00491	Worked and Cleaned the dumpster at the yard	245 w d rd	01/09/2024
00490	Pulled all the plant at Town Hall	155 F Rd	01/09/2024
00489	Picked up all the cones on Collecting canal	Collecting canal	01/09/2024
00488	Bushed hog on C (South to North)	C Rd	01/09/2024
00487	Bushed hog A Rd (South to North)	A Rd	01/09/2024
00486	Brought 3 loads of debris to the yard	245 w d rd	01/09/2024
00485	Cleaned up on Casey Rd	Casey Rd.	01/09/2024
00484	Picked up the sign on West G Rd	West G Rd	01/09/2024
00483	Picked up the cone on Collecting canal	Collecting canal	01/09/2024
00482	Fixed the light at Town Hall	155 F Rd	01/09/2024
00481	Fixed the light at Town Hall	155 F Rd	01/09/2024
00480	Picked up tires on Folsom Rd	Folsom Rd	01/09/2024
00479	Picked up 6 loads of debris on the yard	245 w d rd	01/09/2024
00478	Worked, cleaned and picked up trash on Casey Rd.	Casey Rd.	01/09/2024
00477	Picked up all the cone on collecting canal	Collecting canal	01/09/2024
00476	Patched pavement on B Rd	B Rd.	01/09/2024
00475	Safety meeting at the yard	245 w d rd	01/09/2024
00474	Patched cut on C, D and E Rd	C, D & E Rd	01/09/2024
00473	Patched the road on North A Rd and North Rd	N A Rd & N Rd	01/09/2024
00472	Picked up cover pipe from North E Rd	North E rd	01/09/2024
00471	Bring cover pipe to North A Rd	N A Rd	01/09/2024
00470	Worked and planted some flowers at Town Hall	155 F Rd	01/09/2024
00469	Patched cut outs on B and North C Rd with hot asphalt	B & N C Rd	01/09/2024
00468	Safety meeting at the yard	245 w d rd	01/09/2024
00467	Patched cut outs on C Rd, D Rd and E Rd with hot asphalt	C, D & E Rd	01/09/2024
00466	Patched holes on north A Rd with hot asphalt	N A Rd	01/09/2024
00465	Removed canal burier out of canal on A Rd	A Rd	01/09/2024
00464	Picked up old culverts on North E Rd	North E rd	01/09/2024
00463	Delivered culverts on North A Rd	N A Rd	01/09/2024
00462	Planted plants at town hall	155 F Rd	01/09/2024
00461	Weedeated West G Rd for paring crew	West G Rd	01/09/2024
00460	Continue hedged on A Canal	A canal	01/09/2024
00459	Hedged on A canal (1000 Block to Southern Blvd)	A canal, 1000 Block & Southern Blvd	01/09/2024

Work Order	Work requested	Location	Originated
00458	Checked Scada and Equip, Cleaned motor, Greased tractor and cleaned full of fibers and dust at the yard	245 w d rd	01/09/2024
00457	Cleaned tractor and engine with air hose and mower deck, Rinsed off, paperwork, map and mowed log at the yard	245 w d rd	01/09/2024
00456	Sloped and 1 passed on A Rd, Southern Blvd to Okeechobee Blvd	A Rd, Southern Blvd & Okeechobee Blvd	01/09/2024
00455	Mowed on N Rd	North rd	01/09/2024
00454	Hedged canal overgrowth back on Westside of canal to Southern at A canal	A canal	01/09/2024
00453	Checked Equip Kubota, Fueled Kubota and made paperwork for Sunday and faxed at the yard	245 w d rd	01/09/2024
00452	Mowed 4 passed on drainage ditch at Citrus Drive	Citrus Drive	01/09/2024
00451	Picked up trash on F Rd near East	F RD	01/09/2024
00450	Took sign apart and Raised height on Folsom Rd	Folsom Rd	01/09/2024
00449	Finished last pass on Folsom Rd (12thPI N to Okeechobee Blvd)	Folsom Rd, 12thPI N & Okeechobee Blvd	01/09/2024
00448	Continue mowed to Folsom Rd	Folsom Rd	01/09/2024
00447	Mowed on Folsom Rd, Crestwood Rd. to Okeechobee Blvd	Folsom Rd, Crestwood Rd. & Okeechobee Blvd	01/09/2024
00446	Checked Scada, checked Kubota and look for Sign road stands at the yard	245 w d rd	01/09/2024
00500	Cleaned the ditch on Casey Rd	Casey Rd.	01/10/2024
01235	Utilized the chain saw to cut tree limbs and then hauled the debris back to p.w	S. A Rd. and Collecting canal rd	02/29/2024
01234	Boom mower was utilized to cut down tree limbs. Loaded the dump trailed with the skid steer and then dumped the trailer at the p.w yard	A Rd	02/29/2024
01233	checked for and then utilized mini trackhoe to remove culvert blockage at 12th rd and F rd.	12th Rd and F rd.	02/29/2024
01232	Cut back and trimmed trees that would impact the flow of traffic and our paving project.	A Rd	02/29/2024
01231	Graded town roads	Gruber Lane	02/29/2024
01261	Repaired blown out berms(1) on A Rd(1) on B Rd(1) W. C Rd.	B Rd.	03/06/2024
01260	Repaired blown out berms(1) on A Rd(2) on B Rd(1) W. C Rd.(1) D Rd(1) G Rd W(1) 25th St. N(1) 6th Ct. N	25TH ST N.	03/06/2024
01259	completely removed palm trees growing over canal	6th ct	03/06/2024
01258	Cut tree limbs on A rd and Collecting Canal Rd - disposed of debris at p.w	A Rd	03/06/2024
01257	Relocated horse sign, straightened posts	E RD	03/06/2024
01256	Slope mowed W. 6th Ct. Canal	W. 6th Ct.	03/06/2024
01255	Slope mowed 6th Ct. Canal	6th ct n	03/06/2024
01254	Slope mowed 6th Ct. Canal	6th ct n	03/06/2024
01253	Cleaned out S. B Rd culvert.	S b rd	03/06/2024
01252	installed 1 culvert on collecting canal rd for drainage purposes	Collecting canal Rd.	03/06/2024
01251	A Rd40th St. Nlan trail145th St N6th Ct N161st Terr NLake Side Dr.G Rd E25th St. NNorth Rd.	EAST G RD.	03/06/2024
01250	Tangerine E. Citrus Dr.Citrus Dr.Loxahatchee AveE RdTemple Dr.22nd Rd. N23rd Ct N24th Ct N24th cir. NE Rd. N40th St. NW. D Rd	23RD CT N	03/06/2024
01249	W. C RdA RDFolsom Rd25th St. NG Rd.North RdE Rd. NMarch Cir	North rd	03/06/2024
01248	Tangerine Drive -box blade11th lane nE Rd - box bladeCitrus drive and E. Citrus Dr. - box bladeCasey Rd Folsom Rd 25th St NW. F Rd.W. D rd.6th ct11th lane nE Rd - Citrus drive and E. Citrus Dr. Casey Rd - box bladeFolsom Rd - box blade25th St N - box bladeW. F Rd. - box bladeW. D rd. - box blade6th ct	F RD	03/06/2024
01247	South A Rd.161st Terr. N.C.C Rd.40th St. N, 44th St N. and 42nd St. N.E Rd. NNorth Rd.G Rd. W and G Rd. E25th St N.Folsom Rd.6th Ct. N	South A Rd. 161st Terr. N. C.C Rd. 40th St. N, 4	03/06/2024
01246	Cut back hollies and palm trees on orange rd and tangerine - hauled debris to p.wcut back and hedged southern blvd and loxahatchee ave	Southern Blvd	03/06/2024
01245	hedged 6th ct n from E rd to F Rd	F RD	03/06/2024

Work Order	Work requested	Location	Originated
01244	Finished hedged 1549 W. D Rd. Site TriangleCut back site distance triangle at E rd and 6thCt N.	E RD	03/06/2024
01243	A Rd. from C.C Rd. to 800 block.Hedged 1549 W. D Rd. Site Triangle	D Rd	03/06/2024
01242	Hedged and cut back A Rd near C.C Rd.	A Rd	03/06/2024
01241	mowed and hedged A Rd from 1470 A Rd to 1814 ARd.	A Rd	03/06/2024
01240	extended existing culvert on collecting canal i9n between d and e rd	Collecting canal Rd.	03/06/2024
01239	Rebuilt 2 berms on G square and 1 on North Rd.Laid sod on A,B,C and D Rd Canal berms.	D Rd	03/06/2024
01238	Repaired 1 wash out on A Rd. Repaired 2 washouts on B Rd. Repaired 1 washout on C Rd and repaired 2 washouts on E Rd.	E RD	03/06/2024
01237	S. B Rd Berm Repair	B ROAD	03/06/2024
01236	Relocated horse crossing sign out of the r/w easement	North rd	03/06/2024
01296	Pulled vegetation out of canals and hauled it to the public works yard	Southern Blvd	03/20/2024
01294	Lakeside Dr and 161st Terr. N - multiple passesApril Dr. - 3 passes24th St. N - 2 passes24th Ct. N - 2 passesGruber Ln. - 2 passes	24th Ct. N	03/21/2024
01293	S. C Rd - 3 passesA Rd. - 2 passesN. E Rd - 1 passNorth Rd - 1 passG Rd. E - 1 passFolsom Rd - 3 passesS. E Rd. - 4 passesCitrus Drive - 2 passesLoxahatchee Ave - 2 passesTangerine Dr - 3 passes	TANGERINE DR	03/21/2024
01292	Folsom Rd. - 2 passes25th St. N - 1 passE. G Rd. - 1 passNorth Rd. - 1 passN. E Rd. - 2 passesN. B Rd. - 2 passesA Rd. - 1 passGruber Lane - 2 passesTangerine Dr. - 2 passesS. E Rd. - 3 passesE. Citrus Dr. - 2 passesCitrus Dr. - 2 passesLoxahatchee Ave - 2 passes6th Ct. N. and F Rd. - 2 passes6th Ct. N and F Rd - 2 passes	North rd	03/21/2024
01291	Graded:A Rd. - 2 passes161st Terr N. - 2 passes40th St. N - 2 passes44th St. N. - 2 passesGlobal Trail - 2 passes41st. St N. - 1 pass42nd Rd. N - 2 passes40th St. N - 1 passlan Trail - 2 passesN. E Rd. - 2 passes35th Pl N - 1 pass148th Terr N - 2 passes	161st TER N	03/21/2024
01290	Graded:6th Ct. N - 3 passesHyde Park Rd. -3 passes24th Ct. N - 3 passesEdith Rd. - 2 passesFox trail - 3 passesFarley Rd. - 3 passesKerry Ln. - 3 passesBiddix Rd. - 2 passesW. Tangerine Dr. - 3 passesW. D Rd - 1 pass	6th ct n	03/21/2024
01289	Graded:6th Ct. N - 1 passFolsom Rd. - 3 passes25th Ct. N - 3 passesW. G Rd. - 2 passesKazee Rd. 2 passesS. B Rd. - 3 passes147th Ave. N. 2 passes12th Pl. N - 2 passesCasey Rd. - 2 passesS. E Rd. - 2 passes14th Pl. N. - 2 passesS. E Rd. - 2 passes22nd Ct. N - 2 passes	S. E RD.	03/21/2024
01288	Graded 161st Terr NN. B Rd. 2 passesTangerine Dr. - 3 passesW. D Rd. - 2 passes	161st TER N	03/21/2024
01287	Cut down holly trees on A Rd. loaded all debris in the dump trailer and hauled to public works for disposal	S. A Rd.	03/21/2024
01286	Set up MOT'sCut down holly trees, loaded dump trailer with debris and hauled it to public works for disposal (4 loads)Raked and cleaned off the road and put cones around pine trees	S. A Rd.	03/21/2024
01285	Picked up trash and a hot tub with the back hoe, loaded it in the dump trailer and brought it back to public works for disposal	N A Rd	03/21/2024
01284	Replaced stop signs on Okeechobee Blvd and F Rd.Installed new speed limit signs on okeechobee blvd	F RD	03/21/2024
01283	Set up MOT's, removed trees, bushes and stumps from the swale and cleaned out the center. Loaded all debris in dump trailer and took it back to public works for disposalreshaped swale	Gruber Lane	03/21/2024
01282	Set up MOT's and pulled trees and bushes from Gruber Lane. Loaded all debris into dump trailer and hauled it back to public works for disposal	Gruber Lane	03/21/2024
01281	Weed ate grass and weeds along Collecting Canal rd and D Rd.	D Rd	03/21/2024
01280	Installed Stop Signs along Okeechobee Blvd	Okeechobee Blvd	03/21/2024
01279	Utilized trackhoe to remove trees and bushes from swales and hauled with dump trailer	Gruber Lane	03/21/2024
01278	Slope mowed W. 6th Ct. N. Operated Kobota Slope mower to mow Collecting Canal Rd from S. D Rd. to S. E Rd.	Collecting canal Rd.	03/21/2024
01277	Slope mowed Collecting Canal Rd from E Rd to S. F Rd. (2.5 miles)Rewired Cylinder on JD 6105 slope mower	F RD	03/21/2024
01276	Slope mowed Collecting Canal Rd from F Rd to Folsom Rd. (2.5 miles)Hedged Hyde Park Rd.	F RD	03/21/2024
01275	Used JD6105 Slope mower to slope mow Collecting Canal Rd. between S. C Rd and S. D Rd. (2 miles)Hedged Hyde Park Rd.	Collecting canal Rd.	03/21/2024
01274	Used JD6105 Slope mower to slope mow Collecting Canal Rd. between S. C Rd and S. D Rd. (1 mile)Mowed 6th Ct N. between Folsom Rd to S. F Rd. (2.5 miles)Mowed 6th Ct. N. between S. F Rd to S. E Rd. (.5 miles)	S. E RD.	03/21/2024
01273	Used JD6105 Slope mower to slope mow S. A Rd from Southern Blvd to Okeechobee Blvd. (3miles canal side)Mowed S. A Rd from Okeechobee Blvd to Collecting Canal Rd. (1.5 miles)	Okeechobee Blvd	03/21/2024
01272	Slope mowed East of A Rd canal and South of Collecting Canal Rd	A Rd	03/21/2024
01271	Repaired N. B Rd washout's and laid SOD on washed out areas. Continued to lay SOD on berms throughout the town	N B Rd	03/21/2024
01270	Repaired washout with rip rap	161st TER N	03/21/2024
01269	used mini dump to pick up rip rap and then rebuilt canal banks on collecting canal rd in between D and E rd. once completed, laid SOD.Repaired washout on collecting canal rd in between D and C Rd. once completed, laid SOD.	C RD N	03/21/2024

Work Order	Work requested	Location	Originated
01268	Removed grass, weeds and trash from S. A Rd. Canal	A Rd	03/21/2024
01267	Laid SOD on W. D Rd Canal	W D RD	03/21/2024
01266	cleaned out debris located at A Rd and Southern Canal	Southern Blvd	03/21/2024
01265	Extended culvert located at collecting canal rd and E Rd	E RD	03/21/2024
01264	used boxblade to fix apron on f rd and 22nd.	F RD	03/21/2024
01263	Put rip rap down on A rd and 161st terr N to divert water a different direction	161st TER N	03/21/2024
01262	Built up B Rd berm and laid SOD	B Rd.	03/21/2024
01295	Dig up old pipe under home owners fence and replace with new 18in ADS pipe from the shop.	25TH ST N.	03/22/2024
01305	Slope mowed East side of A Rd canal near PBSC - multiple passes Slope mowed B Rd. from Collecting Canal Rd to PBSC Slope mowed B Rd Collecting Canal to Los Angeles - 1 pass Slope mowed B Rd from Los Angeles to Collecting Canal from Okeechobee Blvd to Collecting Canal Slope mowed from C Rd to Gruber to Collecting Canal	B Rd.	03/26/2024
01304	Slope mowed A Rd from southern Blvd to Okeechobee Blvd. Slope mowed B Rd. from Collecting Canal Rd to Okeechobee Blvd	Okeechobee Blvd	03/26/2024
01303	Hand trimmed Loxahatchee Ave to E Rd. Bush hogged tree debris and coconuts along Tangerine hauled dump trailer with debris to public works for disposal	TANGERINE DR	03/26/2024
01302	Hand trimmed around speed limit signs Hedged near Orange Ave. Hedged from Tangerine from orange ave to loxahatchee Ave. Hauled 2 loads of debris to public works for disposal	TANGERINE DR	03/26/2024
01301	Hedged roadway from 6th CT N. near Folsom Rd - hauled debris from job site to public works for disposal	6th ct n	03/26/2024
01300	Hedged roadway from 6th CT N to F Rd and from F Rd to Folsom Rd. - Hauled 4 loads of debris from job sites to public works for disposal	F RD	03/26/2024
01299	Utilized the backhoe to remove palm frons from the canal on 12th pl N and F Rd. Utilized the backhoe to pick up a broken fence on F Rd and North Rd. Hauled dump trailer to public works for disposal	North rd	03/26/2024
01298	Utilized mini trackhoe to remove trees and bushes from the swale and loaded it into the dump trailer and hauled it back to public works for disposal	Gruber Lane	03/26/2024
01297	Removed trees and debris out of Gruber lane ditch	Gruber Lane	03/26/2024



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Town Attorney's Office
VIA: Francine L. Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Quarterly Report – Q2 FY24-25

Background:

The second quarter of Fiscal Year 2024-2025 was from January-March 2024. The Town Attorney's Office quarterly report for this quarter is provided to Town Council.

Recommendation:

No action necessary.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

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*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Daniel Harrell, Of Counsel

April 12, 2024

VIA ELECTRONIC MAIL ONLY

Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Quarterly Report 2023-2024 Q2

Dear Town Council:

In the 2023-2024 fiscal year, our office continued our representation of the Town as Town Attorney. In this capacity, in the second quarter of the fiscal year, we provided over 468 hours of legal work to the Town, generally comprised of the activities below.

- Attended:
 - 4 Town Council meetings
 - 5 Code Enforcement Special Magistrate Hearings
 - 20 meetings with Council Members, staff, and residents
- Drafted/Reviewed for legal sufficiency, approximately:
 - 20 Resolutions
 - 10 Ordinances
 - 18 Agenda Items/Supplemental staff reports
 - 18 Contracts
 - 7 Code Enforcement cases
 - 15 Development matters
 - 1 Litigation matter
 - 3 Comprehensive Plan matters
 - 7 Competitive solicitation/procurement matters
 - 4 Election matters

April 12, 2024

Page 2

- 7 Easements
- 4 Policies

- Counseled:
 - Town Manager in personnel matters and legal notices
 - Council Members in Form 6, election, rules of procedure, social media, signs, easements, reimbursement of attorney's fees, and ethics matters
 - Town Manager and staff regarding public records requests
 - Staff for Special Magistrate case presentations and testimony

If you have any questions regarding the services provided to the Town by our office as Town Attorney, please contact Glen at 561-686-8700.

Sincerely,



Glen J. Torcivia

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Valerie Oakes, Acting Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Quarterly Report – January to March 2024

Since the resignation of the previous Town Clerk, during this quarterly period, we have accessed the programs, workflows and status of current items within the Office of the Town Clerk. While the Municode Agenda Management program and the NextRequest program were implemented, the functionality tailored to meet the Town’s internal process were not established. We have had a brief orientation on these programs, however, these systems require the SOPs, workflow management and training. At the direction of the Town Manager, the Office will oversee the processing of lien searches; there were 31 lien searches that generated a revenue of \$806.00.

We have identified the order of priorities of the projects as follow:

- ✓ Priority 1. Municode Agenda Management Program
- ✓ Priority 2. Next Request Program (Public Records Request)
- ✓ Priority 3. Records Management (as it relates to scanning, destruction, re-organization of electronic files on Town Docs, etc.)

Furthermore, during this period, the Office has worked on the completion of 42 sets of outstanding minutes of various boards/committees; responded to records requests; reviewed and executed outstanding resolutions, contracts, easements and other documents; assisted with the preparation and publication of the agenda packets and its contents; attended the Town Council meetings; completed the 2024 Boundary and Annexation Survey; submitted the Financial Disclosures Filers to the Florida Commission on Ethics for the Town Council, District, Staff and Board members; and conducted the day-to-day operations for the Office of the Town Clerk.



155 F Road Loxahatchee Groves, FL 33470

QUARTERLY REPORT: January – March 2024

Node 0

The first quarter of 2024 for the Information Technology side of Loxahatchee Groves saw updates to the following:

- Diagnosing and assessing the needs to replace Audio equipment in the Chambers.
- Replacing computers for a few users who had outdated machines.
- Working on modifying the Finance system to a new Cloud base offered by Blackbaud.
- Continuing the cyber-security training for the town in conjunction with KnowBe4.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval on *Resolution No. 2024-DD03* – Approving the District’s Meeting Schedule

Background:

The Board of Supervisors of the Loxahatchee Groves Water Control District is presented with a calendar of scheduled meeting dates each year. These meeting dates are subject to change at the approval of the Board of Supervisors. This agenda item adds the following dates to the District’s calendar as follows:

- June 4, 2024 – Regular Meeting
- July 2, 2024 – TRIM Hearing Meeting
- September 3, 2024 – Budget Hearing and Annual Landowners’ Meeting

Recommendation:

Motion to approve *Resolution No. 2024-DD03* adopting the District’s revised schedule adopting the District’s revised schedule.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

RESOLUTION NO. 2024-DD03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A SCHEDULE OF ITS REGULAR MEETINGS FOR FISCAL YEAR 2024-2025 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.015, Florida Statutes, requires that the governing body of each special district publish a schedule of its regular meetings quarterly, semiannually, or annually and provide the schedule to the local governing authority in a similar manner; and

WHEREAS, the Board of Supervisors has established the schedule annually for the fiscal year, in compliance with the statutory requirements.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, AS FOLLOWS:

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

Section 2. The Board of Supervisors of the Loxahatchee Groves Water Control District hereby adopts the schedule of its regular meetings for Fiscal Year 2024-2025 as attached to this Resolution and directs staff to file the schedule with the Town of Loxahatchee Groves and to publish the schedule on the District website.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Anita Kane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES
WATER CONTROL DISTRICT, THIS ___ DAY OF _____, 2024.**

**LOXAHATCHEE GROVES WATER
CONTROL DISTRICT**

ATTEST:

Chair Anita Kane

Clerk for the Loxahatchee Groves
Water Control District

Supervisor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Supervisor Robert Shorr

Office of the Attorney for the
Loxahatchee Groves Water Control
District

Supervisor Laura Danowski

Supervisor Phillis Maniglia

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
SCHEDULE OF REGULAR MEETINGS
FISCAL YEAR 2024-2025**

All meetings shall be held at 6:30 p.m., or as soon thereafter as possible, at the following location:

Town Hall for the Town of Loxahatchee Groves
7 F Road, Loxahatchee Goves, FL 33740

June 4, 2024
July 2, 2024
September 3, 2024



PALM BEACH COUNTY FIRE RESCUE TOWN OF LOXAHATCHEE GROVES ANNUAL REPORT



OCTOBER 1, 2022 – SEPTEMBER 30, 2023

LOXAHATCHEE GROVES FISCAL YEAR 2023 ANNUAL REPORT

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MISSION

We are committed to providing safe and secure communities by mitigating all hazards through excellence in public service.

VISION

Excellence Today. Improving Tomorrow.

CORE VALUES:



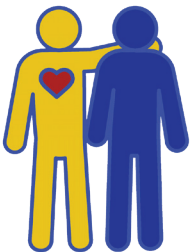
INTEGRITY

Possessing a strong moral character to be trusted to do the right thing even when no one is watching.



UNITY

Recognizing the value that inclusivity holds and how it produces effective teamwork through the coming together as one.



COMPASSION

The will and action of helping others with empathy, dignity, and understanding.



ACCOUNTABILITY

The obligation to account for your actions, accept responsibility, and operate with transparency.

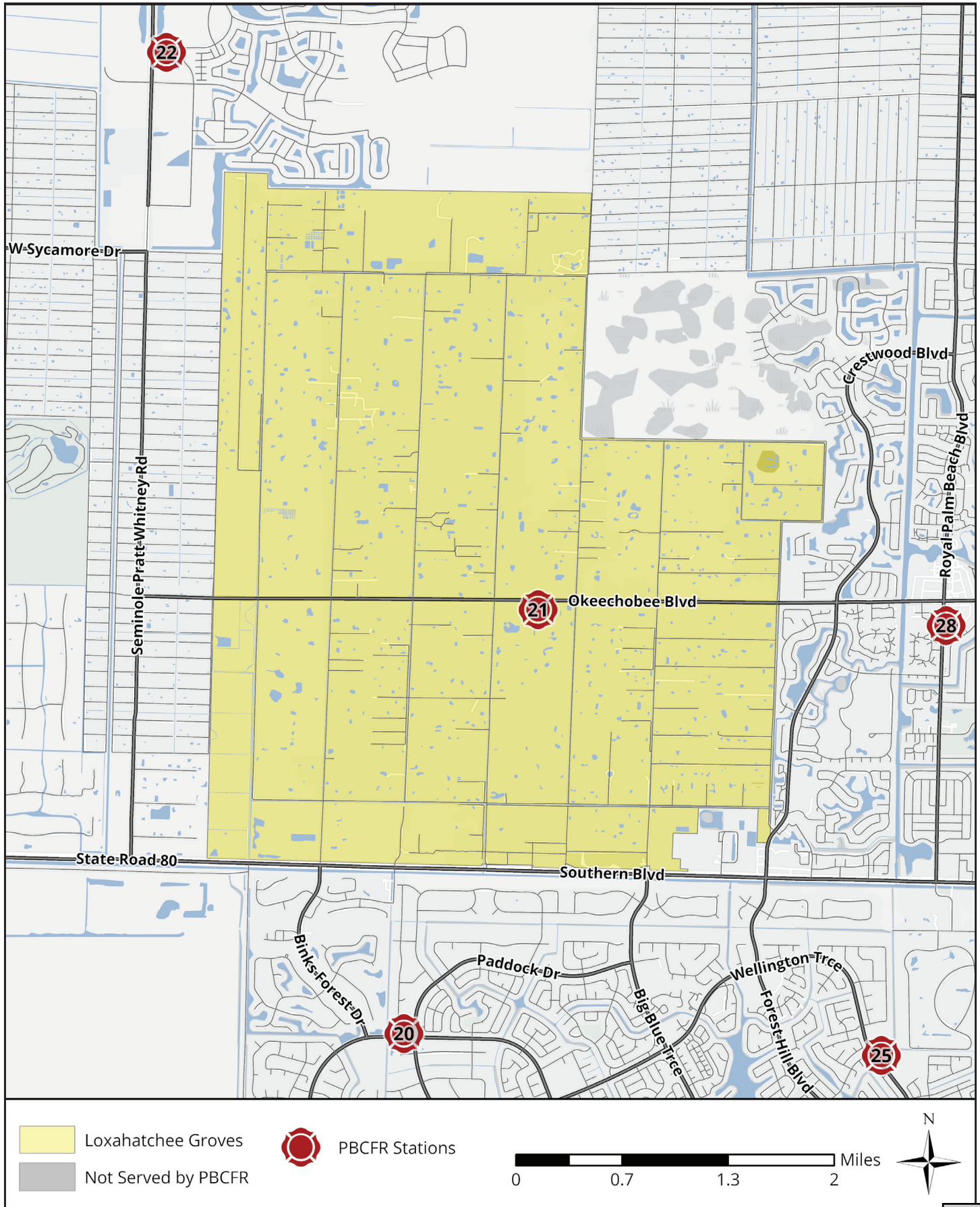


DEDICATION

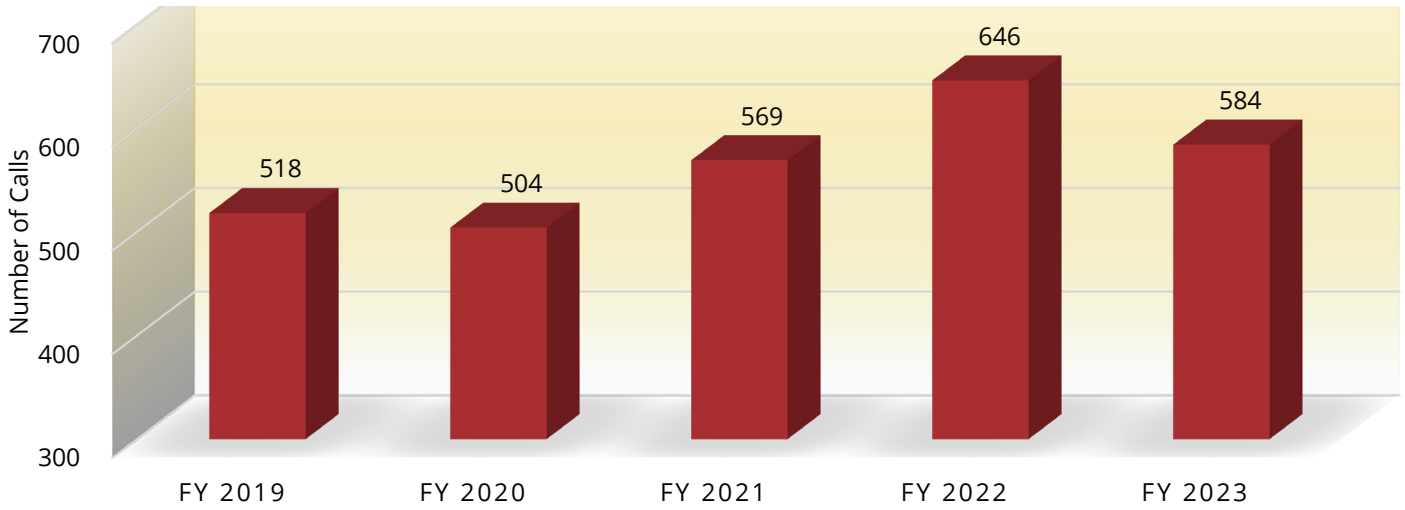
A continuous commitment to exceptional service to the community and each other.



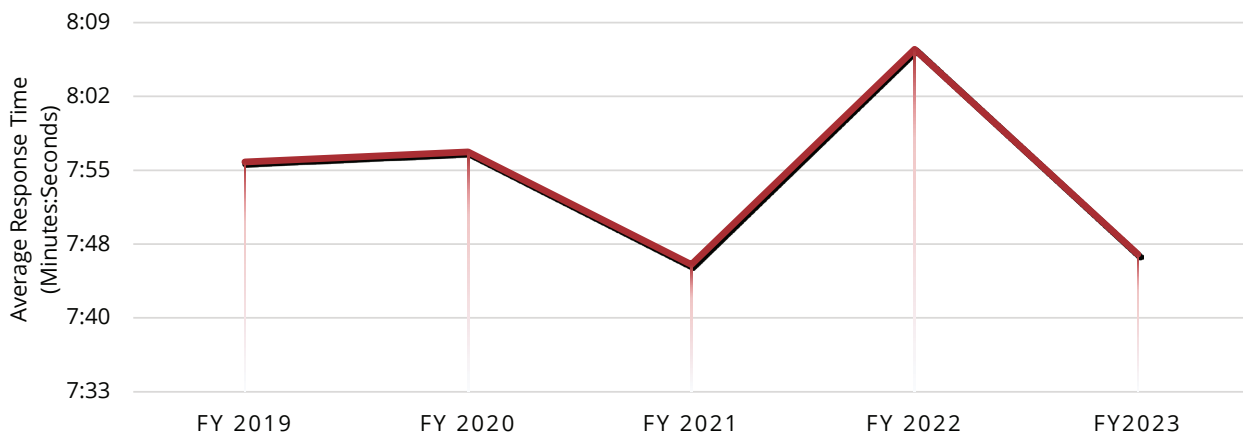
LOXAHATCHEE GROVES SERVICE AREA



TOTAL NUMBER OF CALLS

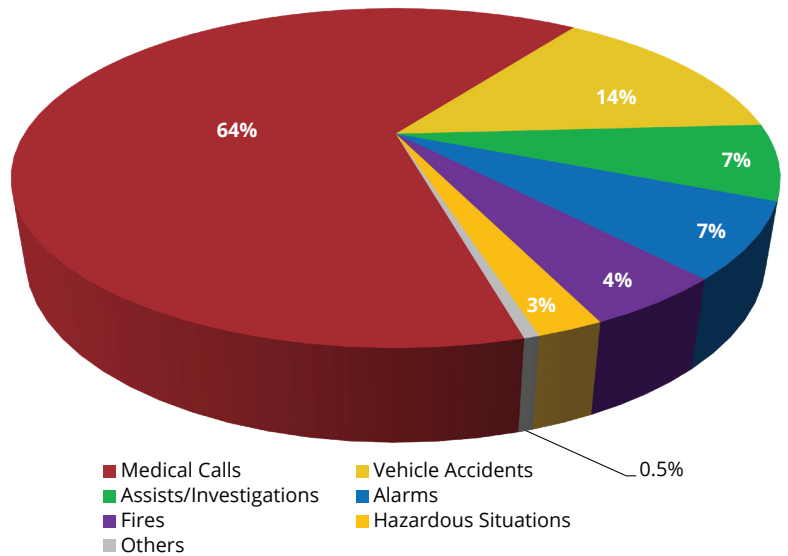


AVERAGE RESPONSE TIME



CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	374
Vehicle Accidents	83
Assists/Investigations	42
Alarms	41
Fires	28
Hazardous Situations	13
Others	3
Total	584



The Town of Loxahatchee Groves is primarily served by Station 21. The service area is part of a regional system and is immediately backed up by surrounding stations with resources and equipment.

PRIMARY RESOURCES ASSIGNED TO THE TOWN OF LOXAHATCHEE GROVES

STATION	APPARATUS	STAFFING (number of personnel)
Station 21 14200 Okeechobee Blvd. West Palm Beach, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
Station 20 1000 Greenview Shores Blvd. Wellington, FL 33414	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
Station 28 1040 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411	ALS Rescue (1)	3
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	District Chief Command (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

STATION 21



Rescue 21



Engine 21



Brush 21



Firefighters for a Day

Local lawmakers got a taste of what it's like to be a "Firefighter for a Day" at PBCFR's Headquarters Complex. They donned bunker gear and were escorted through three hands-on learning exercises by members of the Special Operations Team on how to maneuver hoses to put out a real fire, using extrication tools to cut open a vehicle, and how to conduct search and rescue to find victims in a building.



Muscular Dystrophy Association Boot Drive



PBCFR and Local 2928 have been proud partners with the Muscular Dystrophy Association (MDA) for over 36 years. Through this partnership, hundreds and thousands of dollars have been donated to assist in transforming the lives of people with muscular dystrophy, ALS (Lou Gehrig's disease), and related neuromuscular diseases. Over Labor Day weekend, crews were stationed at local grocery stores throughout Palm Beach County and petitioned the public to "Fill the Boot" for MDA, collecting a grand total of \$106,550. The A-shift crew at Station 57 raised an outstanding \$2,393, the most in a single day. The funds will support children attending MDA summer camp, helping them achieve milestones that years ago seemed unattainable. This fundraiser is personal for PBCFR, as Logan, the child of a PBCFR Firefighter is affected by Muscular Dystrophy. Here at PBCFR we are #LOGANSTRONG.



All Star Kids Learning Center Station 26 Visit

The children and teachers from All Star Kids Early Learning Center in Loxahatchee Groves visited PBCFR's Station 26 in February. They got a tour of the station including the living quarters. They also learned about the equipment that firefighters use and received some great safety tips.



Fire and Life Safety Educator of the Year

Community Education Supervisor Elyse Weintraub-Brown was named the 2023 Fire and Life Safety Educator of the Year at the Florida Fire Marshals and Inspectors Association Conference. She and her team have educated millions with their nationally televised safety demonstrations and have set the standard for providing multi-lingual safety information.



PBC EMS Providers Association Awards

The Palm Beach County EMS Provider Association recognized FF/PMs from departments throughout the county for their exemplary work ethic, dedication, and many contributions to the field of emergency medical services. Recognized from PBCFR: Lt. Bradlee Doerzbacher, Captain John Prince, Lieutenant Chris Lowe, Lt. Jose Santos, the ALS Team; and Lt. Doerzbacher also received the “Exceptional Service and Commitment to EMS” award for his support and involvement with the Center for Autism and Related Disorders.



Florida Fire Marshal of the Year

Assistant Fire Marshal (AFM) Chris Henry was presented with the 2022 Florida Fire Marshal of the Year award by the Florida State Fire Marshal in Tallahassee at the annual Fire Service Awards recognition event. AFM Henry was nominated for his efforts in streamlining PBCFR’s Community Risk Reduction Division (CRRD) and improving communications with Operations. Over the past year, AFM Henry has worked to develop and publish step-by-step guidelines for CRRD employees and designed new detailed task books for new hires resulting in procedural consistency. AFM Henry also created a food truck safety program that has been implemented by the county.



PBCFR employees participate in various competitions throughout the year.

ALS Team Competitions

The Advanced Life Support Team (ALS) competed in the Bernie Tillson Memorial EMS Challenge in November 2022. After two days of multiple complex scenarios, competing against talented teams from across the state, the team took home 1st place. Also, in November, the ALS Team competed for the 2022 Florida Cup. There was a tie between PBCFR and Davie Fire Rescue. The tie-breaker was the team with the most first-place results throughout the year. PBCFR had the most wins, resulting in winning the Florida Cup a second time.

On January 20th, 2023, the ALS Team won 3rd place at the Florida Fire Chief's Association (FFCA) ALS Competition in Daytona Beach. The simulated scenarios with live actors and realistic manikins tested their emergency medical skills.

PBCFR's ALS Team's success inspired the Palm Beach County Board of County Commissioners to proclaim March 14, 2023 as "Palm Beach County Fire Rescue Advanced Life Support Team Day." Congratulations to Lt. Ivonne Garcia (Team Captain), Lt. Daniel McAndrews, Lt. Michael Redmond, FF/PM Nick Byrd, and Glenn Jordan (Team Trainer/Coach and retired Trauma Hawk RN).



Second Annual Florida Invitational

In November 2022, the PBCFR Punishers (the vehicle extrication competition team) won 1st place in the Medical Technician, Incident Command, and Overall categories in the second annual Florida Invitational! This event was held at Miami Dade Fire Rescue's Training Facility.



Toughest Two Minutes in Sports by ESPN



Several of PBCFR’s firefighters participated in the Firefighter Challenge called the “Toughest 2 Minutes in Sports” by ESPN. In this challenge, firefighters compete to test their strength, speed, and endurance through an obstacle course while wearing full firefighting gear. In less than two minutes, they hit the finish line after completing all of the following: a five-story tower climb with a 42-pound hose pack, a hose hoist, using a Kaiser forcible entry machine, obstacle run, hose drag, and a 180-pound “victim” drag. Some of PBCFR’s participants came home with 1st place wins, gold and/or silver medals, and many more accolades.

FDIC Firefighter Challenge

PBCFR firefighters navigated challenging obstacle courses for three days at the Fire Department Instructor’s Conference (FDIC) Firefighter Challenge in Indianapolis and brought home several medals. FF/PM Mackenzie Briggs and FF/PM Aaron Piering, won 1st place in the 40-49 year old male tandem race and 4th place in the fire department relay. Briggs won 3rd place overall. Lt. Jessie Gomez, FF/PM Chris Sheehan, and Lt. Jason Frisbie finished strong in their competitions.



North American Vehicle Rescue Association Competition

In May 2023, PBCFR Firefighters attended the North American Vehicle Rescue Association (NAVRA) Competition and Rapid Intervention Crew/Team (RIC/RIT) competitions put on by Palm Beach State College in Lake Worth



Beach. Accomplished by simulating past real-life, high-pressure scenarios, NAVRA promotes the use of best practices which better prepares rescuers to reduce mortality and injuries caused by motor vehicle accidents across North America and the world. The PBCFR Punishers Extrication Team won 1st place in these categories:

- Overall Top Team
- Complex Scenario
- Limited Scenario
- Command
- Technical
- Medical



The Operations Division is responsible for providing emergency services to the community. Operations is the largest division of PBCFR and is divided geographically into eight Battalions. PBCFR operates 49 fire stations throughout the county, with minimum daily staffing of 331 personnel on duty at all times. PBCFR is an “all-hazards” department capable of responding to everything from a minor medical call to a regional natural disaster.

All personnel are cross-trained in firefighting and emergency medical services, ensuring efficient fire suppression delivery, technical rescue, vehicle extrication, and emergency medical care.

Personal Rescue Watercraft

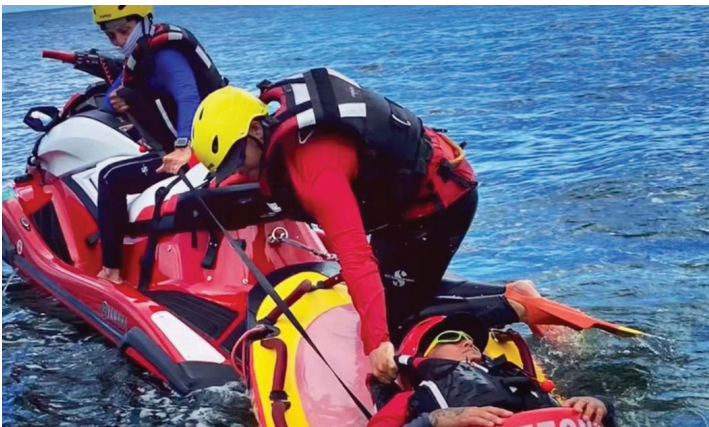
Four Personal Rescue Watercrafts (PRWC) are available to assist land-based crews during incidents such as drownings and other open water emergencies. These units are strategically stationed at the busiest inlets in Palm Beach County; two PRWCs are assigned to Station 18 (near Jupiter Inlet) and two at Station 37 in Lantana (near Boynton Beach Inlet). PBCFR prepares personnel to be proficient PRWC operators and skilled rescue swimmers during intense training taught in and on the water.

Trauma Hawk – Air Rescue

In partnership with the Palm Beach County Health Care District, PBCFR paramedics and flight nurses rapidly transport ill and injured patients from the scene of an incident or transport critical patients from one facility to another to reduce travel time and increase survival rates. Critical patients may be transported by one of two Trauma Hawk helicopters which can accommodate two patients at a time. Palm Beach County is home to two Level 1 Trauma Centers. A Level 1 Trauma Center is capable of providing total care for every aspect of injury - from prevention through rehabilitation.

Aircraft Rescue & Firefighting

PBCFR provides Aircraft Rescue and Firefighting (ARFF) and EMS services for Palm Beach International Airport (PBIA) from Station 81. During the past fiscal year, PBIA’s number of passengers was over 7.5 million. The crews at Station 81 are trained for emergencies in the airport terminals, airfield, and both commercial and general aviation aircraft. This station is equipped with four specialized vehicles, also known as “Crash Trucks” or “Dragons,” capable of delivering high volumes of water and foam in an emergency landing of an aircraft.



PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, that respond to emergencies throughout Palm Beach County. Special Operations technicians receive continual training to maintain readiness in several specialized disciplines.

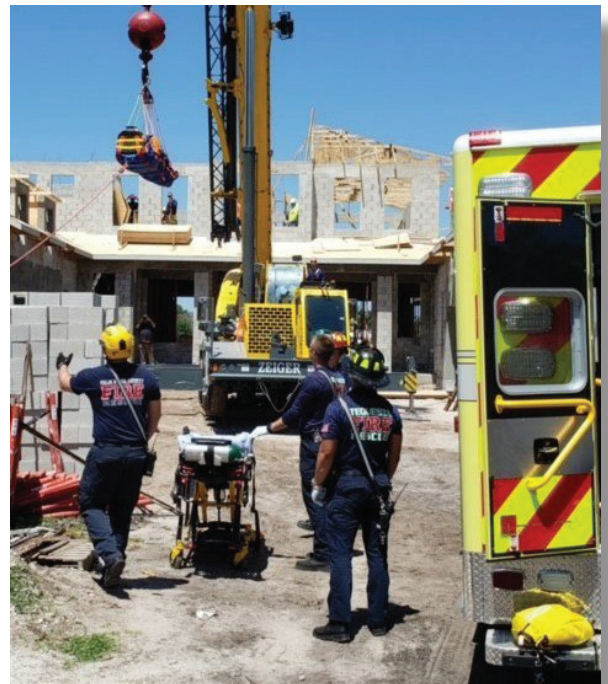
Hazardous Materials Response

PBCFR's two HAZMAT Teams are skilled in the detection and mitigation of chemical, biological, radiological, nuclear, explosive (CBRNE) emergencies and accidental releases. PBCFR's HAZMAT team members acquire expertise and complete training that exceeds the National Fire Protection Association (NFPA), FEMA, and the State Specialized Emergency Response Program's standards. PBCFR maintains high levels of safety on HAZMAT incidents by utilizing up-to-date equipment and training.



Confined Space, High Angle, Structural Collapse, Advanced Automobile Extrication, and Technical Rescue

PBCFR's two Technical Rescue Teams (TRT) are comprised of 80 members, highly-skilled in response to major vehicle accidents, high angle rescue with rope equipment, confined space rescue, structural collapse, and trench rescue. Each member has achieved the designation of "Rescue Specialist" by completing rigorous training required by Florida's State Fire Marshal's Office. Additionally, PBCFR's TRT has completed necessary training and equipment acquisition to meet the standards to qualify as a State Urban Search and Rescue (USAR) team. USAR Teams can be deployed throughout the state of Florida to assist in mitigation of all types of disasters, such as building collapses and hurricanes.



Dark Water Dive Rescue

PBCFR maintains four dive teams skilled in underwater rescue, capable of responding during extreme conditions such as zero visibility and night dives. Dive teams are equipped with dry suits and advanced communication systems to facilitate quick and safe rescues. PBCFR divers are trained to the highest nationally recognized levels and capable of deploying quickly underwater within minutes.



Explosive Ordnance Disposal (EOD)

PBCFR works closely with the Palm Beach Sheriff's Office (PBSO) EOD (Bomb Squad) to mitigate potentially explosive or unknown package emergencies. Several of PBCFR's Special Operations teams deploy along with EOD to provide EMS, detection and research of unknown substances. A Rapid Intervention team is also deployed to rescue Bomb Squad technicians if necessary.

Large Animal Rescue

PBCFR's Special Operations teams are capable of rescuing animals of any size, including horses, large dogs, and farm animals. With the proper equipment and training, PBCFR's Special Operations teams can rescue animals from water bodies, mud, or other situations. They can also initiate necessary medical treatment until a veterinarian arrives.

The Medical Services Division oversees all medical care, emergency medical training, and Mobile Integrated Healthcare services for Palm Beach County Fire Rescue.

The Medical Services Division ensures personnel are trained and prepared to provide exceptional prehospital care and treatment. PBCFR responds to all emergency incidents, ranging from medical calls to traumatic injuries.

The Division collaborates with healthcare experts at the local, state, and national levels to develop innovative, evidence-based medical protocols. Continuous research and evaluation of new medical equipment allow the Division to implement protocols and procedures, which enhances patient care.

Medical Directors

To ensure the highest level of care for our citizens, PBCFR has a team of nine Medical Directors who actively participate in training, continuing education, and the advancement of PBCFR's Paramedics and Emergency Medical Technicians (EMTs). These experienced professionals work alongside paramedics and EMTs, responding to emergency calls in the field on a weekly basis. By incorporating evidence-based practices, their vast knowledge and expertise contribute to maintaining exceptional standards in pre-hospital patient care.

Training and Education

The ongoing development of PBCFR personnel remains a priority of the organization, enabling the achievement and maintenance of the highest levels of patient care. In FY 2023, the Medical Services Division provided EMS training for 72 recruits and hosted two paramedic development courses, transforming 52 state or nationally-certified paramedics into highly trained PBCFR paramedics.

EMS World Expo 2023

The Medical Services Division presented at the EMS World Expo, which is the largest EMS-dedicated event in the world with over 50 countries represented and over 300 exhibitors. The Medical Services team presented on the use of Whole Blood in a prehospital setting, "Pediatric Pit Crew CPR," and "Implementing Change in your Department." They were also featured on two podcasts and were teamed up with Miami-Dade Fire Rescue to earn 1st, 2nd, and 4th place in an EMS Skills competition that had 35 teams.



The Medical Services Division prioritizes innovation through continuous research and evaluation of cutting-edge medical equipment. This approach empowers the Division to implement protocols and procedures that enhance patient care. Utilizing specialized equipment ensures the delivery of life-saving interventions, particularly for cardiac patients.

Specialized Equipment:



LIFEPAK 15

The LIFEPAK 15 monitor and defibrillator offers advanced support to patients experiencing cardiac arrest by delivering electrical energy to the heart, shown to improve defibrillation and restore a normal heart rate. PBCFR has prioritized equipping all engines and rescues with the LIFEPAK 15.



LUCAS 3

The LUCAS 3 is a mechanical chest compression device that assists in delivering high quality, guideline-consistent chest compressions to sudden cardiac arrest patients. The device was designed for use in the field, en route, and in a hospital. PBCFR has prioritized equipping all engines and rescues with a LUCAS 3 device.



ULTRASOUND

The ultrasound device is a solution that supports high-resolution imaging of the abdomen, cardiac function, lungs, OB/GYN function, and focused assessment with sonography in trauma. All PBCFR EMS Captain vehicles carry an ultrasound device, which is compatible with smart mobile devices.



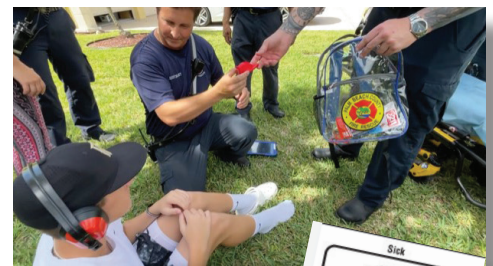
Additional Aids:

Sensory Kits

All PBCFR rescue units carry “Comfort Kits,” designed to lessen anxiety and fear in children experiencing sensory overload during a medical emergency. Each kit includes a clear backpack for easy visualization, noise-canceling headphones to reduce auditory stimulation, fidget spinners to keep busy fingers occupied, and squeezable objects to provide comforting distractions.

Digital Communication Cards

Digital communication cards are loaded on tablets and cell phones used by PBCFR paramedics. These cards consist of pictures and graphics that enable patients to convey emotions and thoughts when verbal communication is not possible.



Specific incidences involving strokes, heart attacks, septic shock, or trauma are categorized as an "Alert." Unique criterion defines and classifies different alert types. When a patient meets alert criteria, trained personnel rapidly treat and expedite transport. While in transit, the receiving emergency care facility is notified of an alert via radio; this allows emergency care providers to prepare for receiving a critical patient.

- Trauma Alert - Rapid recognition and notification of severe, potentially life-threatening traumatic injury.
- STEMI Alert - Specific criteria indicate a patient suffering from a heart attack or STEMI (ST-Elevation Myocardial Infarction).
- Sepsis Alert - Signs and symptoms identified consistent with septic shock, a life-threatening condition caused by a severe infection.
- Stroke Alert - Rapid onset of signs and symptoms associated with hemorrhagic strokes (brain-bleeds) and ischemic strokes (vessel occlusion in the brain) identified.



712
Cardiac
Arrest Cases
County-Wide

28.3%
of cardiac arrest cases County-wide regained a heartbeat
***Florida State average: 23.5%**

** Florida Department of Health*

12.2%
of cardiac arrest cases County-wide were discharged from the hospital alive (87 patients)

** The Cardiac Arrest Registry to Enhance Survival (CARES) average is 8.3%*

The Whole Blood Transfusion Program was implemented in July 2022 to improve the survival rate of bleeding patients. This program resulted from four years of collaborative efforts with local trauma centers and partners, including thorough logistical planning, developing a comprehensive training program, and ensuring the ethical and legal aspects of the process. PBCFR is one of the few agencies nationwide and the sole agency in Palm Beach County capable of delivering this advanced level of service. Research shows two critical actions can improve the survival odds of a bleeding trauma patient – 1. Stop the bleeding 2. Replace lost blood. Based on the latest peer-reviewed medical research and with the support of Palm Beach County leadership, PBCFR recently introduced Tranexamic Acid (TXA) into the protocol, complementing the whole blood transfusion for massive hemorrhage, which helps to reduce blood loss. Since October 1, 2022, PBCFR has provided 64 whole blood transfusions.



Whole Blood Transfusion Program Awards

During fiscal year 2023, PBCFR received several accolades for the Whole Blood Program and published a paper titled “The Implementation of a Prehospital Whole Blood Transfusion Program and Early Results” in the National Library of Medicine. PBCFR received the Community Organization Hero Award through the Heroes in Medicine program by the Palm Beach County Medical Society.

The National Association of Counties selected PBCFR as the winner of the 2023 Achievement Award.



PBCFR's Mobile Integrated Healthcare (MIH) program enhances the EMS approach by assisting patients with social services and medical needs after their 911 call. The MIH Team consists of paramedics and medical social workers who support patients and families by empowering them with the proper means to improve their health and wellness. MIH programs include:

High Frequency Utilizer & Chronic Disease Management

Ensures patients receive the care and resources needed to reduce reliance on EMS and enhance their safety, wellness, and quality of life. It provides patients who live with a chronic disease the provision of care coordination, health education, and disease management strategies while supporting the patient adjusting to their health issues.

Addiction

Patients who have recently experienced an addiction-related 911 call and are living with an alcohol or substance use disorder are offered education and connections to either harm-reduction or recovery programs.

Pregnancy Outreach

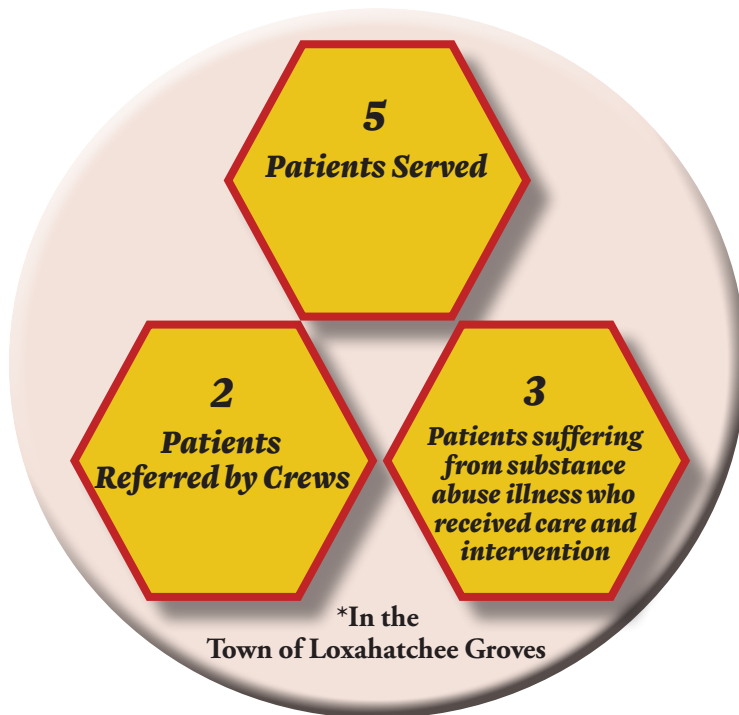
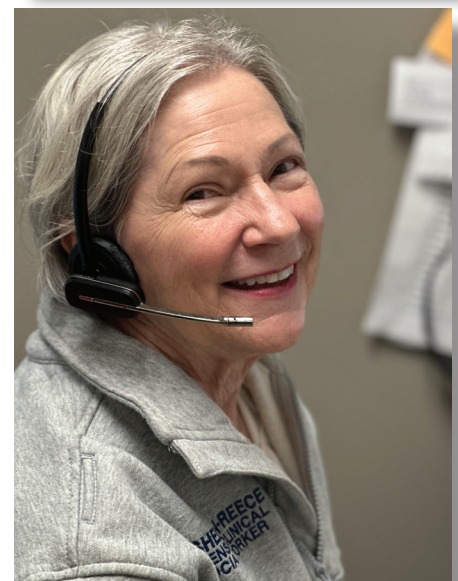
Connects pregnant teens and women to prenatal care and pregnancy/childbirth resources.

Cardiac Arrest Survivor Outreach

Provides cardiac arrest survivors and family with emotional support and other resources. Patients are also provided an opportunity to reunite with the EMS crew who cared for them.

Pediatric and Adult Grief Support

Connects families to grief support and other resources after a loss.



PBCFR is determined to provide the highest level of service along with excellent patient care to the communities served. This is why PBCFR launched a customer service initiative. PBCFR collaborated with Baldrige Group, a performance excellence consulting firm that specializes in administering community surveys on behalf of EMS and Fire Rescue agencies. In FY 2023, PBCFR asked their patients several questions about the care provided by PBCFR and below are the results.

LOXAHATCHEE GROVES SURVEY RESULTS OCTOBER 2022 - SEPTEMBER 2023



Patients said they would tell friends and family about the positive experience they had with PBCFR.

100 %



Patients said they were 'Satisfied' or 'Very Satisfied' with the 911 Center's ability to confirm their location and nature of their problem.

100 %



Patients were 'Satisfied' or 'Very Satisfied' with the Dispatcher's instructions regarding their emergency.

100 %



Patients told us they were 'Satisfied' or 'Very Satisfied' with the prompt arrival of PBCFR firefighters and paramedics.

85.7 %



The professionalism of PBCFR firefighters and paramedics left patients feeling 'Satisfied' or 'Very Satisfied' with the care they received.

100 %



Patients felt 'Satisfied' or 'Very Satisfied' with the level of compassion shown to them and their families by PBCFR firefighters and paramedics.

100 %



Patients said they were 'Satisfied' or 'Very Satisfied' with the paramedics' explanation of any procedures they performed.

100 %



Patients reported they were 'Satisfied' or 'Very Satisfied' with the paramedics' attempts to treat their condition.

100 %

Percentages are calculated from five respondents.

The results of this survey continue to affirm the excellent level of service that the men and women of PBCFR provide daily to the citizens and visitors of Palm Beach County.

97.8%
**OVERALL
SATISFACTION**

Town of Loxahatchee Groves

PBCFR responded to 83 vehicle accidents within the Town of Loxahatchee Groves during FY 2023, 14% of the total calls dispatched. Accidents that occur on interstates and highways are often more severe than those that occur on roads with lower speed limits and require additional units to respond. They require an additional engine to protect first responders by blocking traffic and many require extrication equipment. Vehicle extrication is the process of removing a vehicle from around a person who has been involved in a motor vehicle collision when conventional means of exit are impossible or inadvisable. Extrication must be approached delicately to minimize injury to the victim. PBCFR equips every engine and aerial truck with the hydraulic rescue tools required to safely extricate patients.



Several unique hydraulic rescue tools are often collectively referred to as the "Jaws of Life." Each tool is designed to complete a specific function such as spreading, cutting, pushing, pulling, lifting, or stabilizing. Hydraulic rescue tools use pressurized fluid for high-power operation, force that enables them to manipulate the durable engineered metal alloys vehicles are built with. Stabilization equipment keeps heavy vehicles from moving and rolling. PBCFR's pneumatic stabilizing struts can support over 20,000 pounds each and lift up to 10 tons.



Town of Loxahatchee Groves

During FY 2023, PBCFR dispatched crews to 28 fires in the Town of Loxahatchee Groves. This includes structure fires, vehicle or boat fires, brush fires, and trash fires. Structure fires are located inside a building and can be categorized as high-rise, commercial, apartment, or residential. These types of fires have the most potential to threaten life safety and can result in significant property loss. PBCFR is prepared to respond to each type of structure fire call with adequate personnel and equipment to mitigate damage as quickly as possible. Therefore, a working structure fire receives a minimum of ten units and 24 personnel. PBCFR enforces strict adherence to the NFPA 1 and 101 fire prevention code and use of smoke detectors, minimizing human casualties and property loss. PBCFR also administers an outreach program that offers smoke detector installation in homes of those who are unable due to physical or monetary needs.

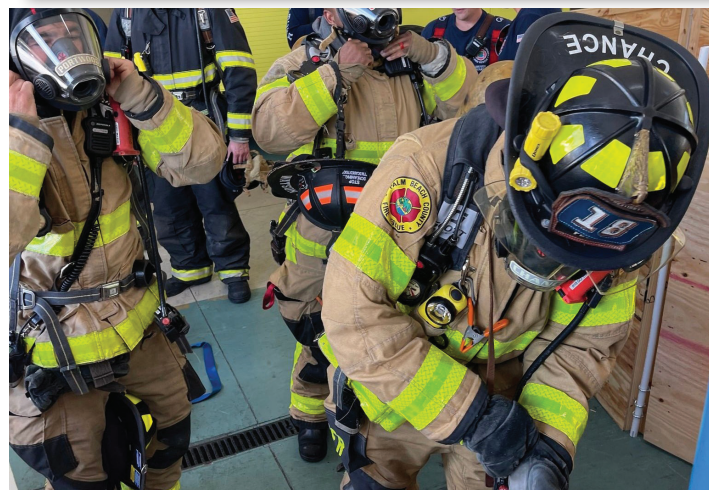
PBCFR WORKING STRUCTURE FIRE RESPONSE	
UNITS DISPATCHED	NUMBER OF PERSONNEL
3 ALS Engines	9
3 ALS Rescues	9
1 ALS Aerial	3
1 EMS Captain	1
1 Battalion Chief	1
1 District Chief	1
10 Total Units	24



The Training and Safety Division provides various instructional opportunities throughout the year to meet the needs of PBCFR personnel. This includes training for newly hired employees attending the Recruit Academy, and for current operational employees.

Operational employees maintain their required technical certifications through the Training Division. The Division offers classes for personnel at fire stations and the Chief Herman W. Brice Fire Rescue Complex. The Division also distributes safety alerts and training modules online, to ensure that PBCFR personnel receive essential information promptly.

The Training Division processes requests from operational personnel who wish to pursue an Associate's or Bachelor's degree at local colleges and state universities. Four Officer Development Academies were held during FY 2023 for Battalion Chief, EMS Captain, Captain, and Lieutenants. The Division also hosted a department-wide Officer's Forum on mental health for 349 officers.



Training Classes Offered

- National Fire Protection Association (NFPA) 1/101 Update
- Incident Command Systems for Expanding Incidents
- All-Hazards Incident Management Team
- Special Operations Candidate School
- Statewide Emergency Response Plan
- Advanced Cardiac Life Support/CPR
- Pediatric Advanced Life Support
- Tactical Emergency Casualty Care (TECC)
- Florida Urban Search & Rescue classes
 - Structural Collapse
 - Confined Space
 - Trench
 - Rope Rescue
 - Vehicle Machinery Rescue (VMR)
- Florida Fire Inspector Series I
- Live Fire Training Instructor (LFTI)
- Florida Fire Officer Series I
- Florida Fire Officer Series II
- FEMA Strike Team Leader
- Search Culture
- LP Gas Emergencies
- Tesla Electric Vehicle Training
- Elevator Emergencies
- Driver Candidate School
 - Refresher Driver School
 - Emergency Vehicle
- Division of Forestry
- Aerial Operations
 - 100' aerial program
- Dive Rescue
 - Open Water Dive
 - Advanced Water Dive
 - Emergency Response Diver

One of the essential responsibilities of the Training Division is to provide the initial orientation and training for new recruit firefighters. Each recruit must complete a rigorous 12-14 week program covering fire training, emergency medical services training, physical training, and vehicle machinery rescue training. During FY 2023, recruit classes 86, 87, and 88 were held, in which a total of 81 recruits graduated and began their career at PBCFR. The Probationary Development Coordinator evaluates all probationary firefighters at six and eleven months ensuring skills learned in the recruit academy are retained throughout their first year of employment.



Class 86



Class 87



Class 88



Fleet Maintenance

The Fleet Maintenance team provides support to ensure emergency operation vehicles are ready to respond at a moment's notice, which is crucial to PBCFR's daily operations. The fleet team is staffed with certified Emergency Vehicle Technicians who have repeatedly earned the Automotive Service Excellence (ASE) Blue Seal of Excellence Award.

The Fleet Maintenance section is responsible for:

- 500 emergency fire apparatus and support vehicles
- 750 pieces of support equipment
- 800 preventive maintenance inspections per year, to meet National Fire Protection Association's compliance standards
- 7,500 annual work orders
- Maintenance of two shop locations

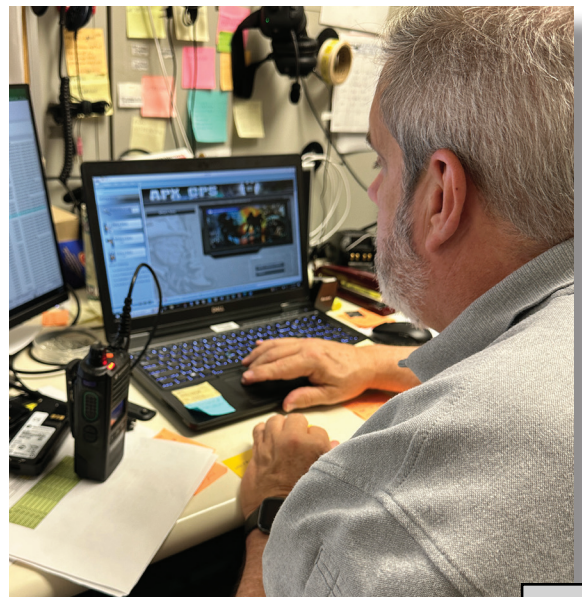


Radio Shop

The Radio Shop provides 24-hour support for all radio and other wireless communications equipment to 49 PBCFR stations, plus 29 additional stations we dispatch for, the Communications Center, Palm Beach International Airport (Station 81), Special Operations, the Tactical Command Unit, and Trauma Hawk.

The Communications Coordinator and five Electronics Technicians are responsible for:

- Nearly 2,000 radios
- Over 1,000 pagers
- Ten 800 MHz repeater sites
- Eight pager repeater sites
- Two very high frequency (VHF) repeater sites
- PBCFR's fire station alerting system (Locution)
- Mobile Data Computers (MDCs) in vehicles



Warehouse & Logistics

The Warehouse and Logistics section manages and provides firefighting equipment, medical supplies, pharmaceuticals, personal protective equipment, and uniform apparel for all PBCFR's operational personnel. The Fixed Asset Inventory section monitors over 11,000 items valued at approximately \$100 million.



Facilities Maintenance

Facilities Technicians oversee station and equipment repairs, preventive maintenance, and inspections at PBCFR's 49 fire stations, Fire Rescue Headquarters, and the Communications Center. This section coordinates all new construction and remodeling management for PBCFR's Comprehensive Fire Station Capital Improvement Program.



SCBA Shop

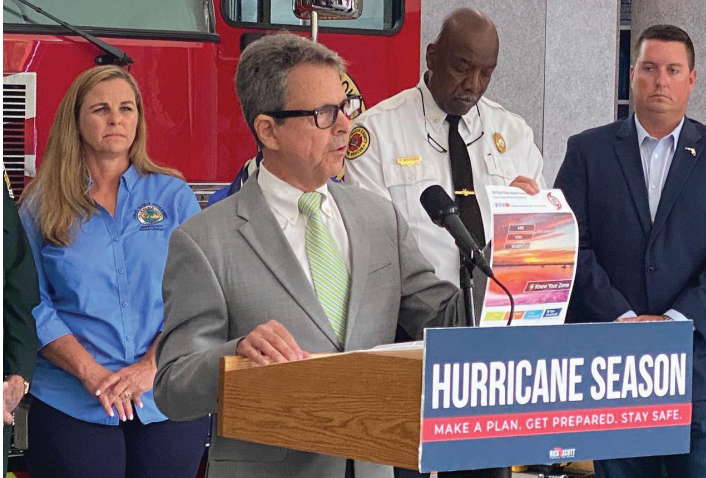
Wearing a Self-Contained Breathing Apparatus (SCBA) allows firefighters to work in environments that are immediately dangerous to life and health. This piece of equipment provides clean, dry, filtered air directly to their mask and protects them from super-heated air and toxic gases. The Respiratory Protection Manager and two Specialists provide firefighters with SCBA, Self-Contained Underwater Breathing Apparatus (SCUBA), fit testing, compressed air, portable lighting, and gas detection monitors.

Information Technology Services

Information Technology Services (ITS), provides technology solutions to PBCFR and its municipal partners. The ITS team is responsible for application development and evaluation, 911 computer-aided dispatch operations, web administration, network security, domain administration, mobile device management, and inventory control for approximately 2,000 devices used at PBCFR.



The Emergency Management Division is committed to reducing vulnerability to hazards and minimizing the impact of disasters through preparation, response, and recovery. Under the command of the Division Chief of Emergency Management, the Emergency Management Team contributes to various local, state, and federal committees, teams, and work groups in support of Homeland Security and a safer Palm Beach County.



Disaster Deployment

The Emergency Management Coordinator confirms that rosters for disaster deployment are up to date, ensures that proper training is available, and PBCFR personnel are ready to respond to disasters outside of Palm Beach County or Florida.

Domestic Security

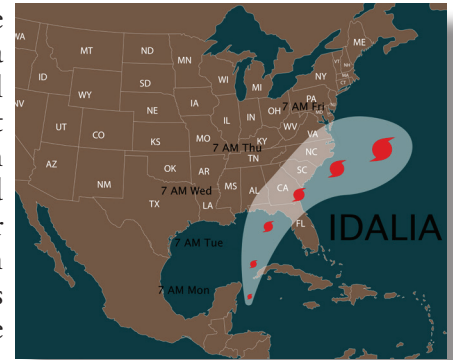
The Florida Department of Law Enforcement administers seven Regional Domestic Security Task Forces (RDSTFs), serving as the foundation of Florida's domestic security structure. Task force members include first responders from fire rescue, emergency management, public health, hospitals, and law enforcement. PBCFR provides a multi-operational presence to the Southeast Florida RDSTF. By utilizing a multi-disciplinary approach and working in conjunction with Emergency Management professionals the RDSTF provides support to impacted communities and local agencies.

Training and Exercises

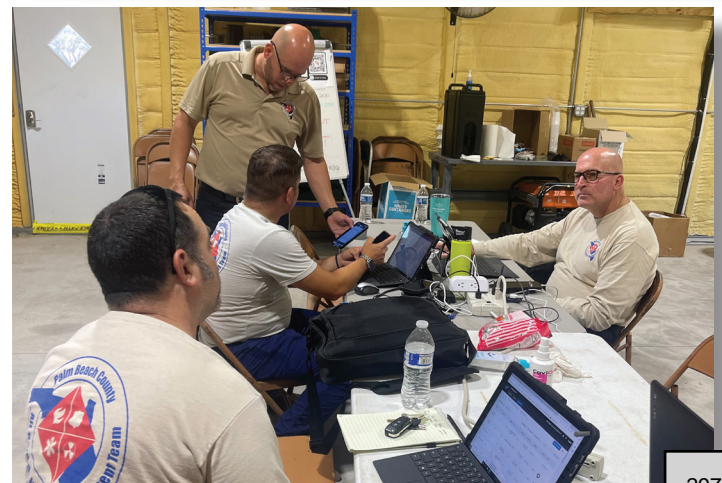
Emergency responses to large-scale incidents in PBC require a strong unified command presence achieved with partnerships between law enforcement and fire rescue officials. PBCFR works with local, state, and federal agencies to ensure all are trained to respond to any emergency event. This training includes drills at the local Emergency Operations Center, participation in active shooter drills, and regional hazardous material drills.

Hurricane Idalia Deployment

On August 29, the Southeast Florida Region 7 All Hazards Incident Management Team (AHIMT) was called upon to aid Taylor County, Florida, in its recovery efforts following Hurricane Idalia.



The team assisted at the Taylor County EOC for over 14 days, working closely with their Emergency Management Director. They were tasked with assisting several missions such as: clearing roadways, establishing temporary facilities throughout the county, restoring power, and collaborating with the National Guard to establish points of distribution for water, ice, and food. Additionally, they partnered with the County Health Department to acquire supplies for water testing and mosquito control while ensuring that residents were informed about the organizations who were offering daily hot meals.

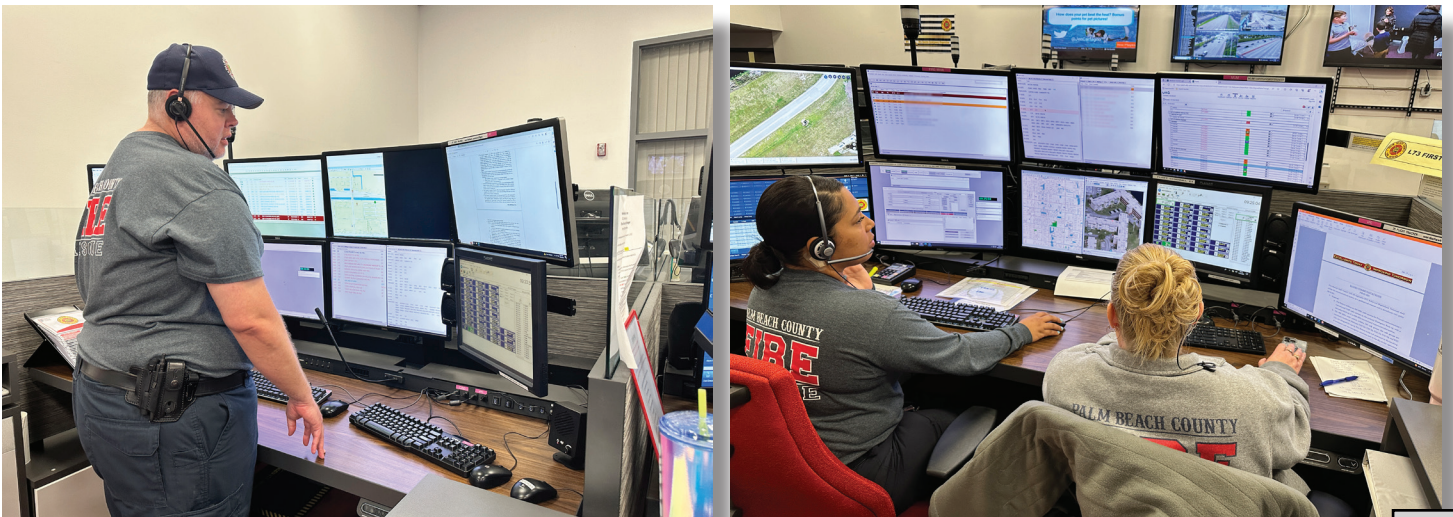


Palm Beach County Fire Rescue's Communications Center is the largest secondary Public Safety Answering Point (PSAP) in Palm Beach County. The Communications Center is a multi-agency operation that handles fire and medical emergency communications for PBCFR, including eight municipal Fire-Rescue Departments. PBCFR is an all-hazards fire rescue department resulting in its Communications Center processing over 400,000 phone calls, annually.

The Communications Center and Management Team report to the Division Chief of Emergency Management. They are managed by the Alarm Office Manager, two Quality Assurance Managers, one Training Supervisor and supported by a GIS/CAD Specialist. Additionally, The Fire Operations Officer (FOO) provides a crucial link between the Communications Center and the Operations crews in the field. They monitor every significant call to aid the on-scene commander with getting additional resources.



The Communications Center employs 61 Communicator-III's under the supervision of four Communicator Supervisors. PBCFR Communicators are certified by the State of Florida as 911 Public Safety Telecommunicators. They are also nationally certified in CPR, Emergency Medical Dispatch, and Fire Service Communications. This training allows them to locate and provide rapid service to 911 callers, provide them with life-saving instruction when needed, and assist emergency personnel in the field. PBCFR Communicators operate complex radio and a Computer-Aided Dispatch (CAD) system that allows them to dispatch, monitor, and communicate with emergency personnel from local law enforcement, fire rescue agencies, hospitals, and aeromedical teams.



Plan Review and New Construction



The Plan Review and New Construction Branch reviews fire-related construction plans for compliance with the Florida Fire Prevention Code and inspects all construction phases to ensure compliance with approved procedures. This branch is also responsible for determining water supply for firefighting operations and ensuring access roads meet the requirements necessary to support firefighting apparatus.



Your Safety. Our Priority.

Investigations

The Investigations Branch determines the origin and cause of fires and conducts explosion analysis. In cases of arson, the Investigations Branch conducts a criminal investigation and presents the case to the State Attorney's Office for prosecution. Every Investigator assigned to this branch is a sworn law enforcement deputy and is certified through the State of Florida, the International Association of Arson Investigators (IAAI), and the National Association of Fire Investigators (NAFI). Investigators may testify in both Federal and State Courts, hearings, and depositions.



**If you have any information related to any arson case, please contact Crime Stoppers of Palm Beach County at www.crimestopperspbc.com.*



Investigator Training

On January 30th and 31st of 2023, a training on "Electrical Aspects of Appliance Fires" was held at PBCFR for PBCFR investigators, members of the Bureau of Alcohol, Tobacco, Firearms and Explosives, as well as investigators throughout the county and the state of Florida.

Existing Inspections

Existing Inspections Branch responsibilities:

- Conducting field inspections
- Identifying applicable codes/standards
- Preparing inspections reports
- Investigating and resolving complaints
- Participating in legal proceedings with County Code Enforcement and municipalities' special magistrates
- Permits and building processes associated with life safety
- Emergency planning/preparedness, especially for Assisted Living Facilities (ALFs)
- Review Comprehensive Emergency Management Plans (CEMP)
- Additional inspection activities such as re-inspections, fire watch, etc.
- Manage life safety for special events (fireworks, concerts, food trucks, etc.) from site planning to ensuring the events do not exceed maximum occupancy counts



Drowning Prevention Coalition

The Drowning Prevention Coalition (DPC) educates the public about water safety and basic rescue techniques to reduce drowning and other water-related incidents in Palm Beach County.

Services Include:

- The DPC partners with the PBC School District to educate and train students from Pre-K to 12th grade on water safety. Adult training is also provided for businesses, non-profit organizations, senior groups, and others.
- Free or reduced-cost swim lessons are offered to underprivileged and special needs children ages 2-12 and their immediate caregivers.



Frequently Asked Questions:



What should you do with your old fire extinguisher? Old or used fire extinguishers can be discarded at any Solid Waste Authority home chemical and recycling center and placed in the “compressed cylinder” area. Visit www.swa.org for drop-off locations in PBC or call 866-SWA-INFO.

Does PBCFR inspect or service fire extinguishers? PBCFR does not provide this service. Please call a local fire extinguisher service company in your area or discard it at your nearest household hazardous waste site.

Does PBCFR offer CPR courses for certification? PBCFR does not provide certification for CPR. Please contact a local American Red Cross Chapter or the American Heart Association for conventional CPR certification courses (infant, child, and adult).

What is a Residential Key Lock Box? In emergency situations a lock box contains keys and access codes to allow emergency responders to quickly gain entry into commercial and residential properties. PBCFR uses the Knox Box key system. Residents can call 561-616-7024 for more information. Using a generic alternative to Knox box may cause delays with gaining access. Also, the resident must call 561-616-7012 every year to keep the code active in our CAD (computer aided dispatch) system. Lock boxes should be installed next to the front door so Fire Rescue can access if the situation permits.

Does PBCFR offer free car seats? A new car seat may be provided to eligible children based on availability. If we are unable to match a caregiver with a free car seat for their child, they can call 561-841-3500 to purchase one from Safe Kids Palm Beach County Coalition for a donation fee.



Community Education

The Community Education and Outreach Branch provides intervention strategies to prevent injuries and lives lost due to fire and other hazards.

Educational Courses Offered:

- Babysitter Safety: Hazards in the Home
- Basic First Aid
- Bleeding Control: Stop the Bleed
- Carbon Monoxide (CO) Poisoning Prevention
- Fall Prevention
- Fire & Emergency Evacuation Training/Fire Extinguisher Training
- Fire Safety
- Fire Station Tours
- Hands-Only CPR/AED (Automated/Automatic External Defibrillator)
- Hurricane Safety
- Injury Prevention
- Golf Cart Charging Safety



Services and Programs

Smoke and Carbon Monoxide Alarm Installation Program

PBCFR offers smoke and carbon monoxide (CO) alarm installation for eligible residents. A bedside fire alarm clock with shaker device and a smoke alarm with a strobe light are also available for individuals who are deaf or hard-of-hearing. For questions about eligibility and installation appointments, residents can call 561-616-7049.



Home Safety Survey – The Community Education and Outreach Branch can help assess and identify fire or slip and fall hazards in the home and offer solutions for mitigation.

Child Passenger Safety with Car Seat Checks & Installation

– PBCFR’s nationally certified Child Passenger Safety Seat Technicians help caregivers properly fit and install car seats. Appointments can be scheduled using the online car seat scheduler at www.pbcfr.org. The information is available in English, Spanish, and Creole. Scan the QR Code for more information.



Youth Firesetting Prevention & Intervention Program

– When a child is setting fires intentionally or showing signs of at-risk firesetter behavior, intervention is crucial. This program consists of an intake, interview, fire safety class, and individual and family counseling free of charge with Palm Beach County Youth Services. Call 561-616-7033 for more information.

The Yellow Dot Program

– Provides vehicle owners with a yellow sticker to put on the car window and a form to be completed with personal health information. The sticker alerts EMS and law enforcement that a Yellow Dot pamphlet is in the glove compartment to reference if a patient is unable to speak when medical attention is needed.



The Vial of Life – Encourages residents to list their essential medical information on a piece of paper attached to their refrigerator. If 911 is called and the resident is unable to speak, PBCFR can reference the Vial of Life and provide informed medical attention.

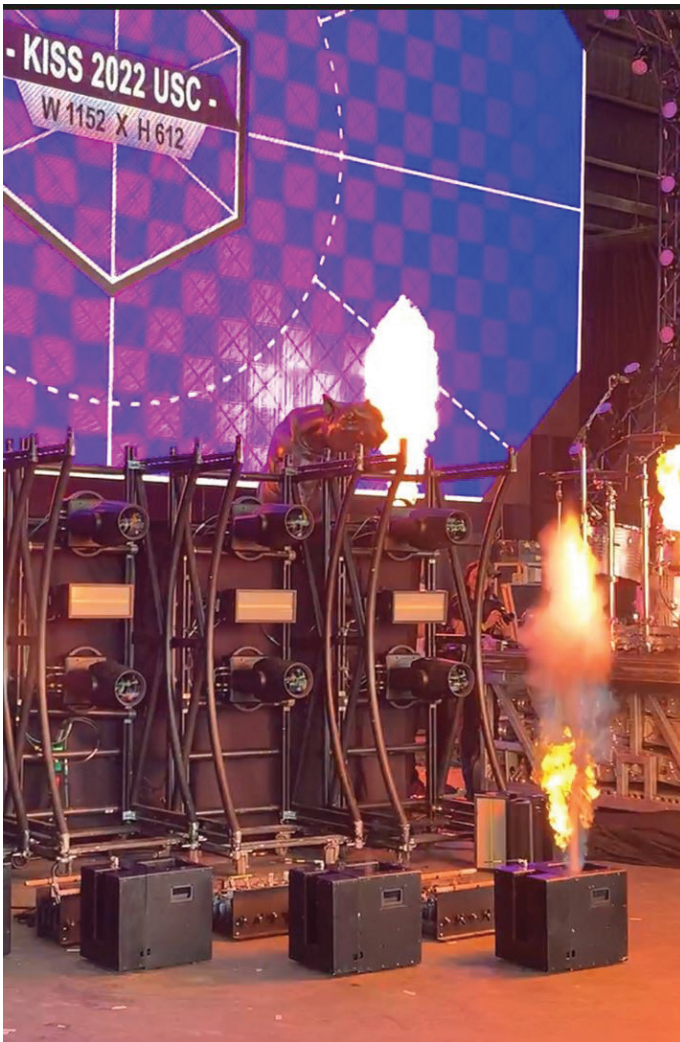
Pet Decals - Placed on the outside of a home’s front door. If residents are not home at the time of an emergency, the decal conveys to emergency responders the number of cats and dogs (or other animals) inside the home.



Town of Loxahatchee Groves Inspection Activity Summary

EXISTING INSPECTION SERVICES	
ACTIVITY	COUNT
Re-inspect	54
Knox Box	34
Annual	19
Other/Misc.	11
3-Year Business/Mercantile	10
Code Enforcement Referral	3
Annual Business/Mercantile	1
Fire Watch	1

CONSTRUCTION SERVICES	
ACTIVITY	COUNT
Plans Review	32
Fire Department Final (Complete)	26
Fire Framing (Complete)	10
Fire Department Final (Partial)	9
Fire Alarm Test (Complete)	8
Fire Alarm Final	8
Fire Sprinkler Pressure Test Above (Complete)	7
Fire Main Underground Pressure (Partial)	6
Fire Main Underground Flush (Partial)	5
Fire Main Underground Pressure (Complete)	5
Hydrant Final	5
Fire Sprinkler Head Relocation (Complete)	4
Site Visit	4
Fire Main Underground Flush (Complete)	4
Fire Alarm Test (Partial)	3
Fire Preliminary Site Inspection	3
Radio Dialer Test	3
Fire Sprinkler Pressure Test Above (Partial)	3
Fire Sprinkler Final (Complete)	2
Fire Sprinkler Head Relocation (Partial)	2
Hydrant Flow Test	2
Access/Access Control	2
Elevator Recall	2
Bi-directional Amplification (BDA)	1
Duct Detector Test	1
Fire Sprinkler Final (Partial)	1
Business Tax Receipt	1
Status Inspection	1
Fire Framing (Partial)	1
Fire Suppression Test	1



Your Safety. Our Priority.

The Administrative Services Division provides centralized administrative support to PBCFR employees as the operational demand for staffing continues to grow. This Division consists of Health and Wellness, Records and Resources Bureau, Recruitment, Payroll, Internal Affairs, Staffing, Public Information, and Media Services.



Recruitment

The Administrative Services Division Aide facilitates the direction and management of hiring, promotions and recruitment processes for hundreds of current and potential PBCFR employees. The Administrative Services Division also informs the public about the broad spectrum of careers and opportunities available at PBCFR and the procedures for becoming a Firefighter EMT/PM.

Health & Wellness

PBCFR's Wellness Coordinator and Exercise Physiologist work together to ensure the mental and physical needs of PBCFR's operational employees are met by:

- Facilitating comprehensive care through the Employee Assistance Program (EAP)
- Administering workers' compensation, extended leave, and light duty programs
- Evaluating and overseeing the annual fitness assessments of every operational employee
- Directing the daily physical fitness training for every 12-14 week recruit class
- Providing modern equipment and techniques to sustain healthy and capable firefighters

Records and Resources Bureau

The Records and Resources Bureau acts as the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Officer. The Bureau works with the Palm Beach County Attorney's Office, the State of Florida Attorney, and law firms throughout

the county. This section processes subpoenas and public records requests in addition to managing the storage, retrieval, and retention of department records.

Payroll

The Payroll Section processes bi-weekly pay for over 1,800 PBCFR personnel and ensures all promotions, accruals, and schedule changes are completed accurately and promptly. They also oversee the supplemental long-term disability program, computer and coding configuration for database compatibility, and conduct audits to maintain compliance with the Collective Bargaining Agreement.

Internal Affairs

The Internal Affairs Section fairly and impartially investigates any internal or external concerns while following all department policies and procedures. They act as the department liaison to the Palm Beach Sheriff's Office as well as other local, state, or federal law enforcement agencies. This section also keeps the department informed of any situational awareness issues related to Fire Rescue.

Staffing

The Staffing Officer oversees multiple rounds of annual unit bidding, Kelly days and vacation requests, and tracks the credentials and promotions of over 1,600 Operational Fire Rescue employees. They make daily adjustments of staffing, promotions, and new hires and oversee all light-duty employees. In addition, they ensure that the scheduling of all stations and units complies with the Collective Bargaining Agreement requirements.

Finance



The Finance Section strives for transparency and compliance with standard practices and policies while matching resources to PBCFR’s rapidly changing needs and priorities.

The Finance Section is responsible for the following:

- Preparation, management, budget oversight, expenditures, and revenue collections as guided by Federal, State, and County requirements in support of the operations of the Department.
- Procurement of goods and services through responsible use of Department resources while complying with the Purchasing Department’s requirements and the Office of Equal Business Opportunity.
- Preparing specifications for agreements and contracts for direct services, special events, vehicle maintenance, fire inspections, municipal service agreements, agenda items, and hazardous materials incidents in collaboration with the County Attorney’s Office.



Planning

The Planning Section analyzes data collected from all areas of PBCFR to aid in decision-making and evaluation of service levels. Planning utilizes Geographic Information Systems (GIS) to produce and maintain the Computer-Aided Dispatch (CAD) map. GIS and spatial analysis tools provide information to leadership toward solving complex location-oriented issues.

Specific functions of the Planning Section include:

- Plan for future fire stations
- Analyze the impact of land-use changes, development of regional impact, and annexations of fire rescue services
- Assist the Insurance Service Office with review to determine Fire Rescue’s rating for property insurance rates
- Provide annual statistics reports for PBCFR and served municipalities
- Produce PBCFR annual report
- Provide the Department cartographic services and spatial analysis for routine and special projects
- Implement improvements to CAD mapping and routing system and troubleshoot reported issues
- Analysis of all available data collected by PBCFR to support various divisions within the Department



The Public Information and Media Services Team ensures that community members are informed, engaged, and connected with PBCFR. The Public Information Office is the official line of communication with citizens and the media, delivering information about emergency incidents, public safety, fire rescue services, outreach programs, and more. The goal of the Public Information Office is to get the “right information to the right people at the right time to make the right decisions.”

Through decades of service, PBCFR’s award-winning Media section is instrumental in producing live and public events, creative media and communications, while also educating and training personnel. With more than 49 fire stations across an 1800 square mile coverage area, virtual training is an important component in making sure all firefighter/paramedic personnel are up-to-date on the latest medical science, equipment, and department advancements.

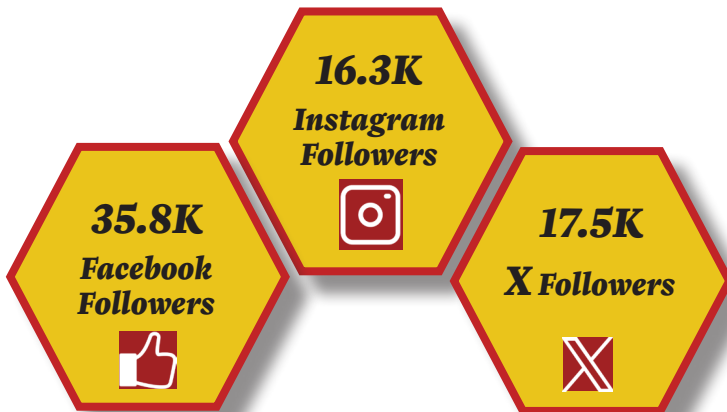
Media Services:

- Video production for training & communications
- Public safety messages
- Social media content
- Still Photography
- Graphic design
- Publications
- Live events
- Virtual & live streaming



Public Information Office:

- Department publications
- PIO Incident response
- Media interviews
- Press conferences
- Social media content & management
- Internal and external communications
- Department traditions & ceremonies
- Employee and citizen awards program
- Hurricane and activation command team
- Public outreach campaigns



Follow @PBCFireRescue



Palm Beach County Fire Rescue

405 Pike Road, WPB 33411

561.616.7000

www.pbcgov.org

Follow us on:



@PBCFireRescue



Palm Beach County Board of County Commissioners

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

Assistant County Administrator

Reginald K. Duren

Palm Beach County Fire Rescue Administrator

Patrick J. Kennedy



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Presentation of Final Annual Comprehensive Financial Report for Fiscal Year 2022-2023

Background:

Attached is the 2023 Fiscal Year Annual Comprehensive Financial Report.

Andrew Fierman, CPA from Caballero Fierman Llerena & Garcia, LLP will present the report to the Town Council.

Recommendation:

Receive and File.



Accountants
Advisors

April 24, 2024

To Honorable Mayor, Town Council and Town Manager
Town of Loxahatchee Groves, Florida
155 F Road
Loxahatchee Groves, Florida 33470

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Loxahatchee Groves, Florida (the Town) for the fiscal year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 14, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2023. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the Town's financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure of deposits and investments in Note 3 to the financial statements.
- The disclosure of Florida Retirement System in Note 7 to the financial statements.
- The disclosure of leases in Note 9 to the financial statements.
- The disclosure of risk management in Note 10 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 24, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and the budgetary comparison information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Town Council and management of the Town of Loxahatchee Groves, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Caballero Fierman Llerena & Garcia, LLP

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2023

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**Prepared by:
THE TOWN OF LOXAHATCHEE GROVES**

TOWN OF LOXAHATCHEE GROVES, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
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INTRODUCTORY SECTION



Town of Loxahatchee Groves

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April 24, 2024

To: Honorable Mayor, Members of the Town Council, Citizens of the Town of Loxahatchee Groves, Florida
155 F Road
Loxahatchee Groves, Florida 33470

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) for the Town of Loxahatchee Groves, Florida, for the fiscal year ended September 30, 2023, pursuant to Section 218.39 of the Florida Statutes, Chapter 10.550 of the Rules of the Auditor General of the State of Florida, and the Town Charter. The financial statements included in this report conform to generally accepted accounting principles in the United States of America (“GAAP”) as prescribed by the Governmental Accounting Standards Board (“GASB”). The responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Town. The financial statements have been audited by Caballero Fierman Llerena & Garcia, LLP, Certified Public Accountants. The independent auditor issued an unmodified opinion that this report fairly represents the financial position of the Town in conformity with GAAP. Management’s Discussion & Analysis (MD&A) immediately follows the independent auditor’s report and provides narrative introduction, overview and analysis of the basic financial statements. MD&A complements this letter of transmittal, it should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

The Town of Loxahatchee Groves (the “Town”) is a political subdivision of the State of Florida located in Palm Beach County (the “County”), initially incorporated in November 2006. The Town has a population estimated at 3,375 as of April 1, 2022, from the University of Florida, Bureau of Economic and Business Research (“BEBR”) residents living within 12.5 square miles. The Town is a rural-residential-agricultural community with a very limited commercial district primarily along SR-80 (Southern Boulevard).

The Town operates under a Council-Manager form of government in which the Town elects five council members, one of whom is appointed Mayor. Council members are elected for staggered three-year terms. The Town Council determines policies that guide Town operations, hiring a Town Manager and Attorney to administer these policies on a full-time basis. From incorporation through May 2019, the Town functioned under a “Contract Form of Government” with a private management company supplying employees, services and Town administration management under the legislative direction and policies of the Town Council. The Town Attorney also serves the Town pursuant to contract rather than as an employee.

On June 26, 2018, the Loxahatchee Groves Water Control District became a dependent special district of the Town with \$1,269,175 of fund balance transferred to the Roads and Drainage special revenue fund as of that date. The transition to a traditional full-service, albeit small, local government model is a multi-year all-encompassing endeavor including, but not limited to, a shift in service delivery models, revisiting Town standards, evaluating all contract services, establishing, and updating policies



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& procedures, implementing new processes, and so on to better serve the community. The Town's continued focus is addressing deferred maintenance and infrastructure needs; developing and implementing a comprehensive Capital Improvements Program (CIP) and related funding mechanisms; automating and streamlining administrative functions; increasing transparency and accountability; and achieving financial sustainability.

The annual budget serves as the foundation for the Town's financial planning and control. All departments of the Town are required to submit proposed budgets to the Town Manager, who then makes any necessary revisions. The Town Manager then presents to the Town Council for their review, a budget estimate of the expenditures and revenues of all the Town's departments. Two public hearings are then conducted to inform taxpayers of the proposed and final budget, to receive their comments, and respond to their questions on the budget. A majority affirmative vote of the quorum is needed to adopt the budget, which is legally enacted prior to October 1st by the passage of a Resolution. The Town's budget is approved at the department function object.

Balancing competing needs drives the budget process which is a continuous cycle of predicting both long- and short-term needs. Budgetary needs are constantly prioritized with choices made within the framework of established policies and resources. Necessities like delivery of basic operational and maintenance services, personnel costs, insurance coverage, and debt service usually take initial priority whether provided in-house, inter-governmentally, and/or contractually. The Town strives to constantly address issues critical to serving our residents, maintaining or improving quality of life, and preserving richness of community character.

The Town Council must approve all budget amendments as well as any supplemental appropriations. At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the fund from which it was appropriated and is subject to future appropriations. Transfers of funds assessed between the Town and its dependent district are approved by Council.

ECONOMIC CONDITION AND OUTLOOK

The growth and development of the Town of Loxahatchee Groves is dependent upon the economic environment of South Florida and particularly that of Palm Beach County and in the surrounding western communities. The major economic influences in this area are the housing market, the regional job market, new construction, weather events, any future tax reform and/or other legislative mandates.

Positive signs about the national and local economies are evidenced by the continuing annual increases in average residential market values and an influx of new residents we have experienced for the last several years. Stable employment in the area remains higher than national averages. The equestrian community and industry play a major role in the economy of the western communities of the County as approximately two-thirds of Palm Beach County's equestrian industry is in this region.

For the fiscal year ending September 30, 2023, the Town Council adopted a rate of 3.0000 mills out of a maximum levy of 10.0000 mills. The levied 3 mills is the same rate as in prior fiscal years, resulting



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in total tax levy of \$1,331,565 which is an increase of \$171,062, or 14.7%, from FY2022. The benefit of the continued increase is to begin “rebuilding” the Town and its critical infrastructure and to properly position the Town for the future by building reserves. This is critical as the Town’s undiversified tax base is primarily residential, with considerable agricultural exemptions and little commercial property. Future property tax growth is limited to the annual growth rate of per capita personal income, which is currently minimal, plus the value of new construction and new ownership of existing properties.

LONG-TERM FINANCIAL PLAN

The Town adopted a Comprehensive Plan. Within this plan, the Town will examine the growth opportunities for the Town over a 10-year horizon. Management will continue to review revenues received from other sources to verify that the Town is receiving those revenues to which it is entitled. The Town will also continue to pursue new revenue streams that have as little impact on residents as possible. In addition, the Town will continue to contract for certain municipal services to keep taxes as low as possible.

FINANCIAL INFORMATION

Town Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state, and local financial assistance, we are also responsible for ensuring that an adequate internal control structure is in place to document compliance with applicable laws and regulations related to these programs. This internal control structure is subject to periodic evaluation by management. In addition, the Town maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Town Council. The level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is the fund level.

The Town’s accounting system is organized on a fund basis. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts. The type of funds used are generally determined by the Town Council upon the recommendations of the Town Manager which is based upon established and accepted accounting policies and procedures as well as the number of funds required. The Town has established the following funds:

General Fund- a governmental fund that accounts for activity not accounted for elsewhere. It is the Town’s primary fund.



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Transportation Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

Local Option Sales Tax Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road And Bridge Fund- a governmental special revenue fund that accounts for the activities of the Town's dependent water control district.

Capital Improvement Program Fund- a governmental capital projects fund that accounts for the activity of long-lived capital improvements within the Town.

Solid Waste Fund- a proprietary fund that accounts for the enterprise operations related to residential solid waste operations.

INDEPENDENT AUDIT

In accordance with Florida Statutes Section 218.39, the Town has engaged the firm of Caballero Fierman Llerena & Garcia, LLP, Certified Public Accountants, to perform the independent audit of the Town's financial statements for the year ended September 30, 2023. The Independent Auditors' Report is presented in the financial section of this Annual Comprehensive Financial Report.

ACKNOWLEDGEMENTS

The preparation of this report could not have been accomplished without the efficient and dedicated services of the entire staff of the Town and its auditing firm, Caballero Fierman Llerena & Garcia, LLP, as well as key independent financial professional contractors. We wish to express our appreciation to the staff for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

In closing, it is an honor to serve the Town, its residents and landowners. The leadership and support of the Mayor and Town Council have made the accomplishments and anticipated successes noted in this report possible and provide a strong foundation for the Town's future.

Respectfully submitted,

Francine Ramaglia
Town Manager

TOWN OF LOXAHATCHEE GROVES

List of Elected Town Officials

September 30, 2023

Council – Manager Form of Government

TOWN COUNCIL

Laura Danowski, Mayor

Robert Shorr, Vice Mayor

Phillis Maniglia, Councilmember

Marianne Miles, Councilmember

Margaret Herzog, Councilmember

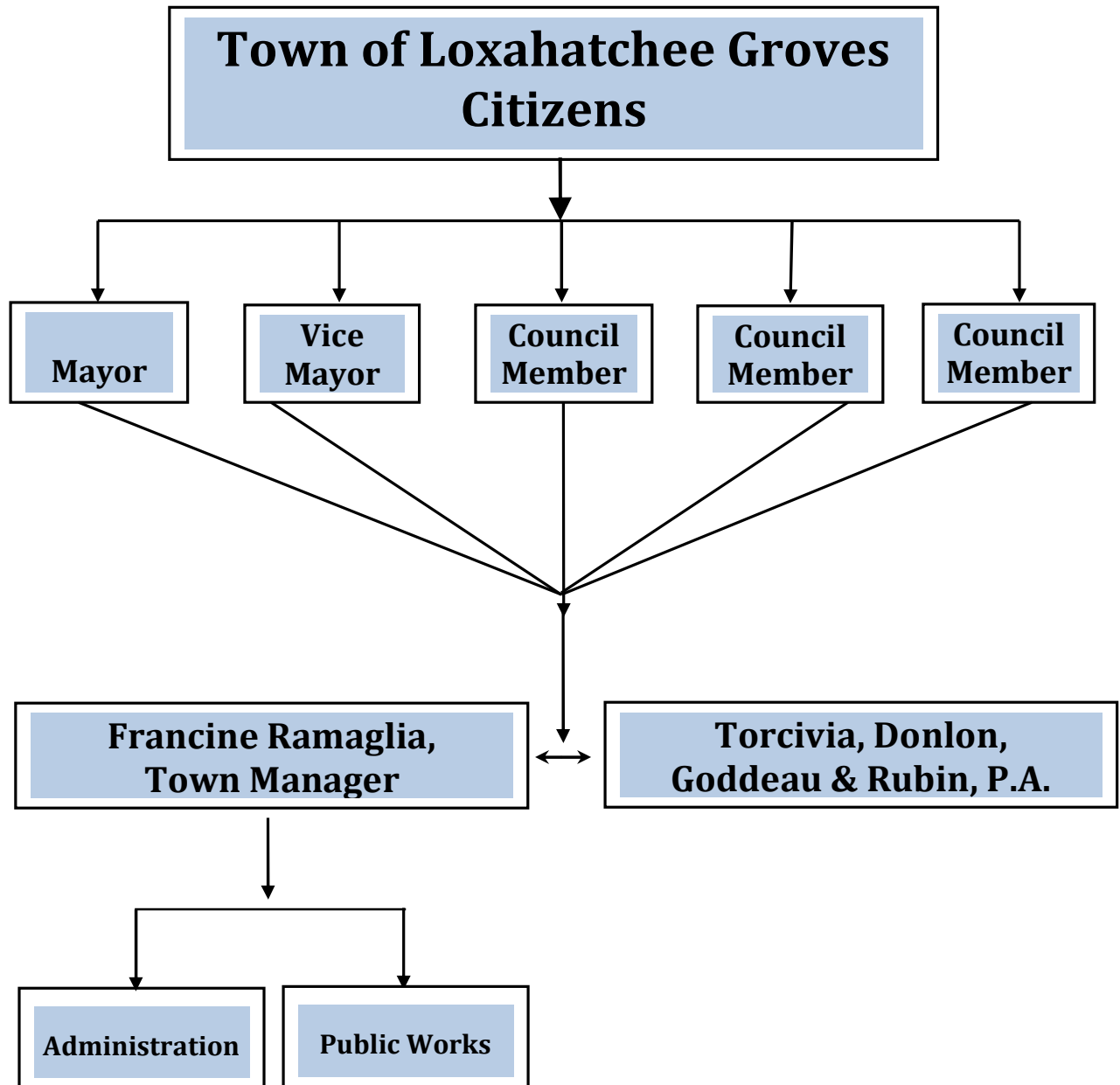
ADMINISTRATION

Francine L. Ramaglia, CPA, Town Manager

Elizabeth Lenihan of Torcivia, Donlon, Goddeau & Rubin, P.A., Town Attorney

Valerie Oakes, Town Clerk

Town of Loxahatchee Groves Organizational Chart



FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Loxahatchee Groves, Florida (the Town), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Town, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension schedules on pages 3–15, 44–48, and 49–52, respectively, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 24, 2024, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April 24, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS
(Required Supplementary Information)

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

As management of the Town of Loxahatchee Groves, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town of Loxahatchee Groves (the Town) for the fiscal year ended September 30, 2023. Readers are encouraged to consider the information presented here in conjunction with the auditors' reports, the basic financial statements, the notes to the financial statements, and the supplementary information.

FINANCIAL HIGHLIGHTS

- At September 30, 2023, the assets plus deferred outflows of the Town of Loxahatchee Groves exceeded its liabilities plus deferred inflows by \$12,531,576 of which \$8,673,364 was the amount invested in capital assets, net of accumulated depreciation and \$1,736,463 restricted by law or agreements. The Town had \$2,121,569 (*unrestricted net position*) which may be used to meet the Town's ongoing obligations to citizens and creditors.
- During the fiscal year 2023, net position increased by \$545,926 from the prior year.
- At September 30, 2023, the Town of Loxahatchee Groves' General Fund reported an ending fund balance of \$2,086,178 a decrease of (\$61,473) as compared with the prior year. Of the total fund balance, 75.7% is available for spending at the government's discretion (*unassigned fund balance*). The unassigned fund balance represents about 53%, or slightly more than 6 months, of total General Fund operating expenditures and transfers.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements* and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the Town:

- The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the Town's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the Town government, reporting the Town's operations in more detail than the government-wide statements.
- The *governmental funds* statements show how general government services such as public safety were financed in the short term as well as what remains for future spending.

The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information*, which further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and are related to one another.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Town's assets deferred outflows/inflows, and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

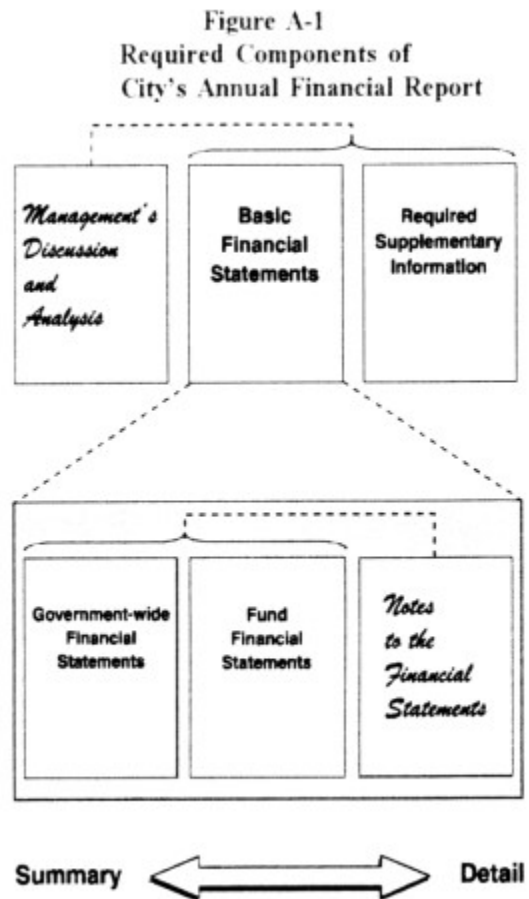
The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The government activities of the Town include public works, police, and general administration services. The Town has one business-type activity for the provision of garbage and trash collection services.

The government-wide financial statements can be found on pages 16 and 17 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. Most of the Town's basic services are reported in governmental funds. Governmental funds focus on how resources flow in and out and with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs.



TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

The Town maintains five governmental funds:

General Fund- a governmental fund that accounts for activity not accounted for elsewhere. It is the Town's primary fund.

Transportation Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

Local Option Sales Tax Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road And Bridge Fund- a governmental special revenue fund that accounts for the activities of the Town's dependent water control district.

Capital Improvement Program Fund- a governmental capital projects fund that accounts for the activity of long-lived capital improvements within the Town.

The Town adopts an annual budget for each of its funds. A budgetary comparison statement has been provided for the General Fund, the Transportation Fund, the Local Option Sales Tax Fund, and the Roads and Drainage Fund to demonstrate compliance with the budget. The Capital Improvement Program Fund does not have a supplementary budgetary comparison statement because its activities generally occur over more than one fiscal period.

The governmental fund financial statements can be found on pages 18 and 21 of this report.

Enterprise funds. The Town has one enterprise fund, the Solid Waste Fund, which charges residential customers for the services provided. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 22-24 of this report.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-43 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Summary of net position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, governmental activity assets plus deferred outflows exceeded liabilities plus deferred inflows by \$12,278,047. Business-type activity assets plus deferred outflows exceeded liabilities plus deferred inflows by \$253,529. The Town-wide total net position was \$12,531,576 at the close of the fiscal year ended September 30, 2023. The Statement of Net Position is on page 16 of this report.

The Town's net investment in capital assets (e.g., land, buildings, equipment and vehicles, less accumulated depreciation and any related debt that is still outstanding that was used to acquire those assets) was \$8,673,364 or about 69% of total net position at September 30, 2023. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

An additional \$1,736,643 portion of the net position, or about 14%, represents resources that are subject to external restrictions on how they may be used. The unrestricted net position of \$2,121,569, or about 17%, may be used to meet the government's ongoing obligations to citizens and creditors. The following table reflects the condensed Statement of Net Position for the current year as compared to the prior year.

Table 1
Town of Loxahatchee Groves
Summary of Net Position

	Governmental Activities		Business Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets:						
Current and other assets	\$ 5,297,012	\$ 5,139,698	\$ 309,050	\$ 298,474	\$ 270,404	\$ 5,438,172
Capital assets	8,917,757	7,991,594	-	-	8,917,757	7,991,594
Total assets	<u>14,214,769</u>	<u>13,131,292</u>	<u>309,050</u>	<u>298,474</u>	<u>9,188,161</u>	<u>13,429,766</u>
Deferred outflows of resources	<u>614,986</u>	<u>676,662</u>	<u>-</u>	<u>-</u>	<u>614,986</u>	<u>676,662</u>
Liabilities:						
Long-term liabilities	1,516,935	1,134,659	-	-		1,134,659
Other liabilities	866,069	713,784	55,521	51,924	58,521	765,708
Total liabilities	<u>2,383,004</u>	<u>1,848,443</u>	<u>55,521</u>	<u>51,924</u>	<u>2,438,525</u>	<u>1,900,367</u>
Deferred inflows of resources	<u>168,704</u>	<u>220,411</u>	<u>-</u>	<u>-</u>	<u>168,704</u>	<u>220,411</u>
Net position:						
Net investment in capital assets	8,673,364	7,991,594	-	-	8,673,364	7,991,594
Restricted	1,736,643	2,015,919	-	-	1,736,643	2,015,919
Unrestricted	1,868,040	1,731,587	253,529	246,550	2,121,569	1,978,137
Total net position	<u>\$ 12,278,047</u>	<u>\$ 11,739,100</u>	<u>\$ 253,529</u>	<u>\$ 246,550</u>	<u>\$ 12,531,576</u>	<u>\$ 11,985,650</u>

Governmental Activities.

- During the fiscal year 2023, net position improved over the prior year, increasing by \$538,947, largely a result of investments in capital assets and a reduction in restricted assets. The primary contributor to this investment was the use of Federal American Recovery Plan Act grant revenues and transfers of restricted funds from gas and sales taxes to the Capital Improvement Plan fund.

Business Activities.

- The funding for the Town's solid waste operation is largely derived from a special assessment placed upon residential properties within the Town's jurisdiction.
- The Town assesses approximately 1,500 residential units \$400 per year for both the collection and disposal of solid waste.
- Palm Beach County Property Appraiser notifies all affected property owners of the amount, public hearing date, and location of the meeting when the Town will adopt the Tentative Assessment.
- Palm Beach County Tax Collector receives all Town ad valorem tax and assessment payments and remits the funds to the Town.
- Services are provided through a residential solid waste collection and disposal contract.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

The following is a summary of the changes in net position for the years ended September 30, 2023, and 2022. Key indicators, including revenues and expenditures by category are presented herein for review:

Table 2
Town of Loxahatchee Groves
Changes in Net Position

	Governmental		Business		Total	
	Activities		Activities			
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	\$ 2,330,472	\$ 2,345,058	\$ 585,725	\$ 660,895	\$ 2,916,197	\$ 3,005,953
Grants and contributions	359,793	1,439,774	-	-	359,793	1,439,774
General revenues:						
Property taxes	1,291,263	1,119,902	-	-	1,291,263	1,119,902
Local option sales tax	330,728	315,075	-	-	330,728	315,075
Franchise fees	649,469	524,169	-	-	649,469	524,169
Utility taxes	531,900	469,441	-	-	531,900	469,441
Intergovernmental	846,416	848,230	-	-	846,416	848,230
Investment/other income	182,342	33,695	-	-	182,342	33,695
Total revenues	<u>6,522,383</u>	<u>7,095,344</u>	<u>585,725</u>	<u>660,895</u>	<u>7,108,108</u>	<u>7,756,239</u>
Expenses:						
General Government	1,711,966	1,407,263	-	-	1,711,966	1,407,263
Public safety	1,442,215	1,346,755	-	-	1,442,215	1,346,755
Physical environment	2,690,070	2,068,776	-	-	2,690,070	2,068,776
Sanitation	-	-	714,111	673,878	714,111	673,878
Interest	3,820	1,363	-	-	3,820	1,363
Total expenses	<u>5,848,071</u>	<u>4,824,157</u>	<u>714,111</u>	<u>673,878</u>	<u>6,562,182</u>	<u>5,498,035</u>
Increase (decrease) in net position before transfers	674,312	2,271,187	(128,386)	(12,983)	545,926	2,258,204
Transfers:	<u>(135,365)</u>	<u>(47,650)</u>	<u>135,365</u>	<u>47,650</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net position	538,947	2,223,537	6,979	34,667	545,926	2,258,204
Net position, beginning	<u>11,739,100</u>	<u>9,515,563</u>	<u>246,550</u>	<u>211,883</u>	<u>11,985,650</u>	<u>9,727,446</u>
Net position, ending	<u>\$ 12,278,047</u>	<u>\$ 11,739,100</u>	<u>\$ 253,529</u>	<u>\$ 246,550</u>	<u>\$ 12,531,576</u>	<u>\$ 11,985,650</u>

Governmental Activities.

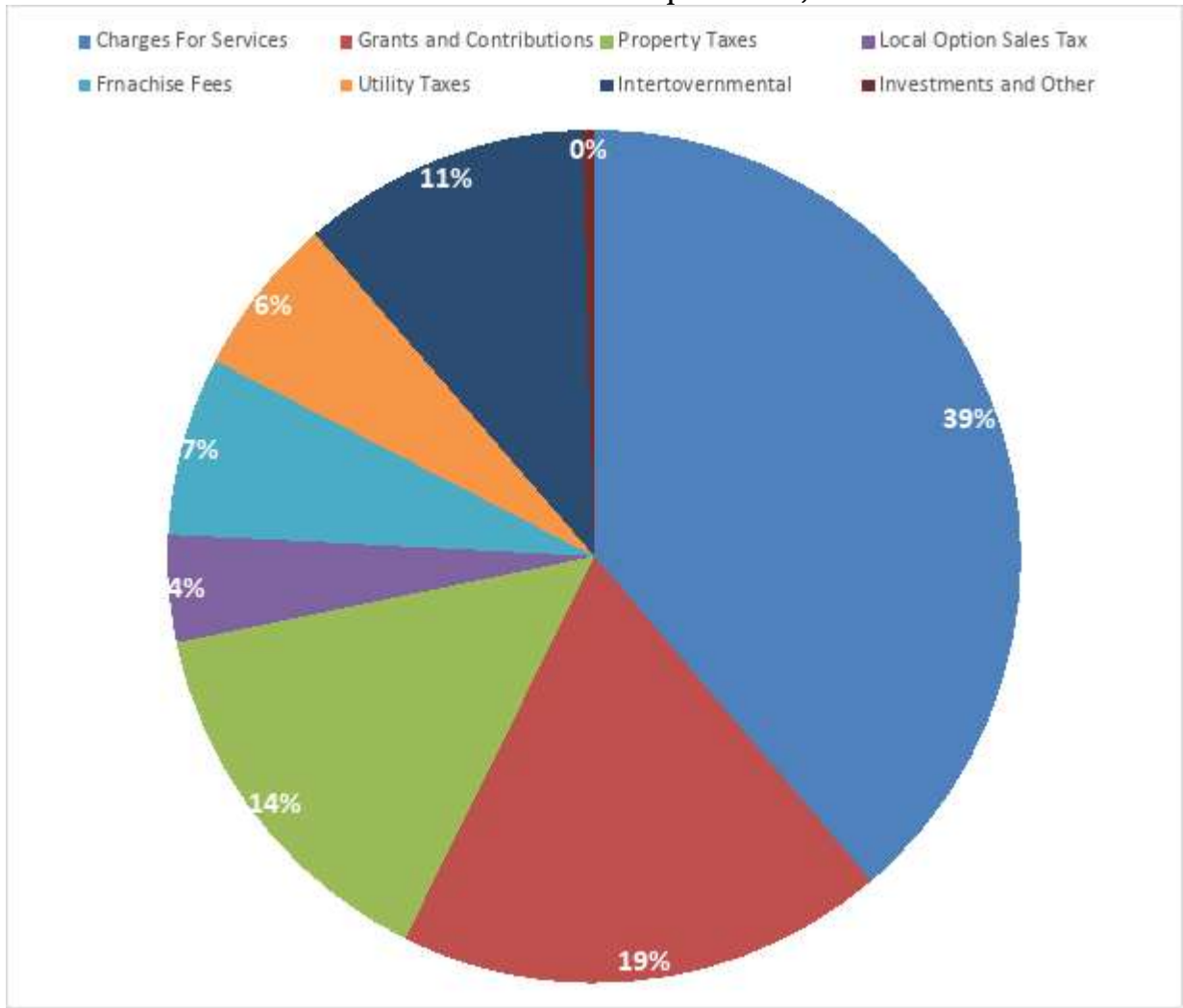
- For fiscal year 2023, total revenues declined from the prior year by (\$572,961), largely due to the use of one-time federal grants in the prior year.
- Total expenses increased by \$1,023,914 or 21%, largely reflecting an increase in the investment in the capital assets or their maintenance.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

Business Activities.

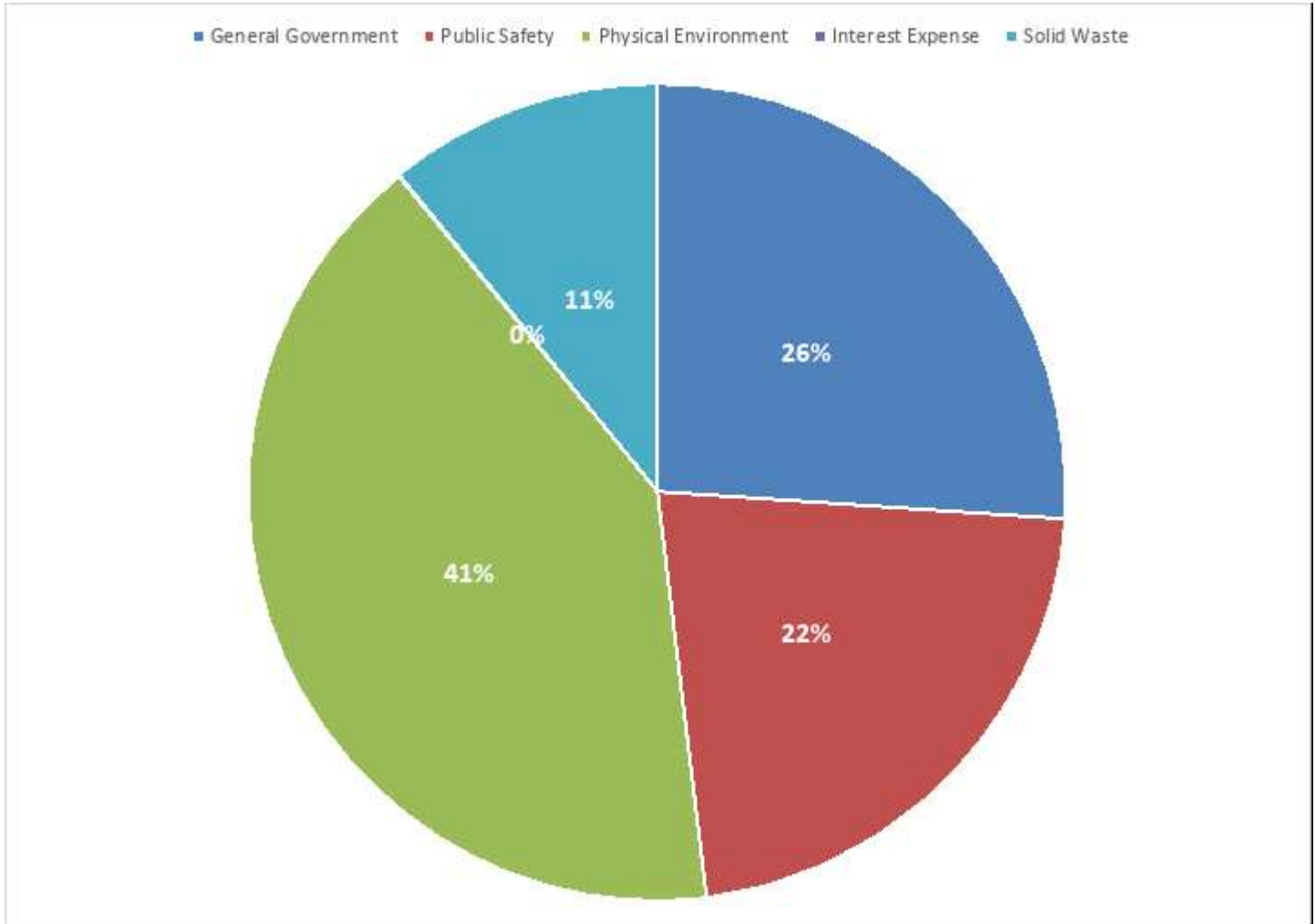
- Revenue earned by business-type activities is generated by charges for services through special assessments for the Town's solid waste collection and recycling services totaled \$585,725. Operating revenues decreased slightly by (\$75,170) from FY2022. The rates charged to remained at \$400 per residential unit.
- Expenses of business-type activities arise from the Town's solid waste collection and recycling services contract which totaled \$714,111 in fiscal year 2023. The increase of \$40,233 in total expense was the result of scheduled contractual rate changes.

Figure A-2
Town of Loxahatchee Groves
Revenues by Source – Governmental Activities
For the Fiscal Year Ended September 30, 2023



TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

Figure A-3
Town of Loxahatchee Groves
Expenses – Governmental Activities
For the Fiscal Year Ended September 30, 2023



FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

The Town maintains five governmental funds: the General Fund, the Roads and Drainage Fund, the Transportation Fund, the Local Option Sales Tax fund, and the Capital Improvement Program Fund.

The Town adopts an annual appropriated budget for the General Fund, the Transportation Fund, the Local Option Sales Tax fund and the Roads and Drainage fund. The General Fund provides revenues and resources for basic governmental services. The Roads and Drainage Fund is funded thru special assessments and accounts for the operations of the Town's dependent special district. The Transportation Fund is funded through a dedicated local option gas tax and can only be used for allowable transportation related expenses such as road, street maintenance, and construction. Likewise, the Local Option Sales Tax Fund is funded through an additional voter-approved local option sales tax dedicated for infrastructure projects to occur over the next decade.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

As noted earlier, the Town of Loxahatchee Groves uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of the government's net resources available for spending at the end of a fiscal year.

General Fund. The General Fund is the primary operating fund of the Town. At the end of the fiscal year, the Town's General Fund reported an unassigned fund balance of \$1,580,119, a decrease of \$567,532 in comparison with the prior fiscal year. Much of the decrease was the use of fund balance for the subsequent year's budget.

A summary of the General Fund's condensed balance sheet and statement of revenues, expenditures, and changes in fund balance for September 30, 2023, and 2022 is shown below:

Table 3
Town of Loxahatchee Groves
Summary of General Fund Balance Sheet

	2023	2022	Change	% Change
Assets	<u>\$ 2,629,768</u>	<u>\$ 2,731,918</u>	<u>\$ (102,150)</u>	<u>-4%</u>
Liabilities	<u>\$ 501,931</u>	<u>\$ 555,686</u>	<u>\$ (53,755)</u>	<u>-10%</u>
Deferred inflows	<u>41,659</u>	<u>28,581</u>	<u>13,078</u>	<u>46%</u>
Fund balance				
Assigned fund balance	506,059	-	506,059	0%
Unassigned fund balance	<u>1,580,119</u>	<u>2,147,651</u>	<u>(567,532)</u>	<u>-26%</u>
Total fund balance	<u>2,086,178</u>	<u>2,147,651</u>	<u>(61,473)</u>	<u>-3%</u>
Total liabilities, deferred inflows, and fund balance	<u>\$ 2,629,768</u>	<u>\$ 2,731,918</u>	<u>\$ (102,150)</u>	<u>-4%</u>

During the fiscal year 2023, the General Fund assets decreased by (\$102,150) or -4%. The decrease is mainly due to decreases in cash. Liabilities decreased by (\$53,755) or -10% mainly due to the use of unearned federal grant revenues. Total fund balance decreased by (\$61,473) or -3% largely due to the use of fund balance for the FY2024 budget.

(continued on next page)

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

Table 4
Town of Loxahatchee Groves
Summary of General Fund Statement of Revenues,
Expenditures, and Changes in Fund Balance

	2023	2022	Change	% Change
Revenues	\$ 4,094,368	\$ 4,839,586	\$ (745,218)	-15%
Expenditures	2,979,929	2,751,545	228,384	8%
Other Financings Sources (Uses)	(1,175,912)	(1,428,009)	252,097	-18%
Net change in fund balance	(61,473)	660,032	(721,505)	-109%
Fund balance, beginning	2,147,651	1,487,619	660,032	44%
Fund balance, ending	\$ 2,086,178	\$ 2,147,651	\$ (61,473)	-3%

The Town of Loxahatchee Groves General Fund revenues decreased over the prior year by (\$745,218) or -15%, mostly the result of the use of unearned federal grant revenues in the prior year. Total expenditures increased over the prior year by \$328,384 or 8%, largely related to an increase in building department services and development services. The Town's transfers to other funds, almost entirely to the Capital Improvements Fund, decreased noticeably because of the use of federal grant revenues used more in the prior year than the current.

General Fund

The Town adopts annual budgets by fund, department function and object in compliance with Florida State Statute Section 200.065 (commonly referred to as the Truth-in Millage Legislation). The law requires municipal organizations to prepare and adopt annual operating budgets for the General, Special Revenue and Debt Service Funds following uniform time frames related to property tax levies. The balanced budgets may be revised throughout the year. The Town's code allows for intra-department level budget transfers between expenditure categories without Council approval; however, inter-department and fund total changes require Council-approved budget amendments adopted by resolution.

The Town's policy is to adopt the budget following the second public hearing of each fiscal year, held in September for an October 1st year. Budget amendments may be presented to Council at any time during the fiscal year.

Over the course of the year, the Town did amend the General Fund budget. The fiscal year final 2023 budget was \$3,328,260 as opposed to the \$3,299,665 originally adopted budget. The actual revenues were greater than the final amended budgeted revenues by \$794,703 while spending, including transfers, was \$827,581 more than the final amended budget and, accordingly, reserves decreased by (\$61,473).

The budget versus actual schedule is presented on page 44 for the General Fund.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

Roads and Drainage Special Revenue Fund

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, and the operations have since been reported as the Roads and Drainage Special Revenue Fund. The actual revenues were equal to the final budgeted revenues. The Town did not amend the original Roads and Drainage Fund budget. The final expenditures were \$78,542 less than the final budget, while revenues were (\$224,688) less than budgeted. Transfers in from other funds amounted to \$541,000, while transfers out to the CIP fund were \$213,550. Due to GASB Statement 87, *Leases*, budgeted rentals and leases have been reclassified as debt service and issuance of debt. The fund contributed significantly to road and drainage improvements accounted for in the CIP fund.

The budget versus actual schedules is presented on page 45 for the Roads and Drainage Special Revenue Fund.

Transportation Special Revenue Fund

The fund balance of the Transportation Special Revenue Fund decreased by (\$97,024), owing to transfers to other funds for maintenance or capital asset improvements in those funds. All funds were transferred out to other funds by fiscal year end and this fund ended with no fund balance.

Local Option Sales Tax Special Revenue Fund

In 2016, a one-cent infrastructure surtax or Local Option Sales Tax was approved by the voters in Palm Beach County for no more than ten years. The distribution is 50% for the School Board, 30% for the County, and 20% to be distributed to the Municipalities. Accordingly, the Town established the Local Option Sales Tax Fund to account for these funds which will enable the Town to initiate at least a portion of long-overdue roadway improvement projects. In FY2023, the total revenue received was \$361,131, all of which was transferred for use, together with any accumulated fund balance, to the CIP fund.

Capital Improvement Fund

The Capital Improvement Fund showed \$1,640,010 in investments to the community's infrastructure, which was funded with transfers from other funds, carryover from prior years, and contributions from private sources.

Capital Assets

As of September 30, 2023, the Town's capital assets amounted to \$8,673,364 (net of accumulated depreciation). More details relating to capital assets can be found on Note 4 of the Notes to the Financial Statements.

Long-Term Liabilities

As of the end of the fiscal year the only long-term liabilities of the Town were for accumulated compensated absences owed to employees upon separation from service, leases for equipment, and net pension liabilities owed to retirees, present and future. The Total amount of these liabilities amounted to \$1,615,021, of which \$98,086 was estimated to be due during FY2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The State of Florida, by constitution, does not have a state personal income tax and therefore, the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties and school boards) primarily rely upon property taxes and a limited array of permitted other taxes (sales, telecommunication, gasoline, utilities services, etc.) and fees (franchise, building permits, occupational license, etc.) for funding of their governmental activities. In addition, there are a limited number of state-shared revenues and recurring and non-recurring (one-time) grants from both the state and federal governments.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments. The maximum tax levy allowed by a majority vote of the governing body is based on a percentage reduction applied to the prior year property tax revenue. The percentage reduction is calculated based on the compound annual growth rate in the per capita property taxes levied. The law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the prior year rolled-back millage rate, plus an adjustment for growth in per capita personal income; 2) a two-thirds vote to adopt a rate equal to the prior year adjusted millage rate plus 10%; or 3) any millage rate approved by unanimous vote or referendum. Future property tax growth is limited to the annual growth rate of per capita personal income, which is currently 3% to 4%, plus the value of new construction.

On January 29, 2008, the Florida electorate approved an amendment to the Florida Constitution relative to property taxation. This amendment (referred to as Amendment 1) was placed on the ballot by the Florida Legislature at a special session held in October 2007. With respect to homestead property, Amendment 1 increases the current \$25,000 homestead exemption by another \$25,000 (for property values between \$50,000 - \$75,000), except for school district taxes. Since the new \$25,000 homestead exemption does not apply to school district taxes, this effectively amounts to a \$15,000 increase to the existing homestead exemption. Amendment 1 also allows property owners to transfer (make portable) up to \$500,000 of their Save Our Homes benefits to their next homestead when they move. Save Our Homes became effective in 1995 and limits (caps) the annual increase in assessed value for homestead property to three percent (3%) or the percentage change in the Consumer Price Index, whichever is less.

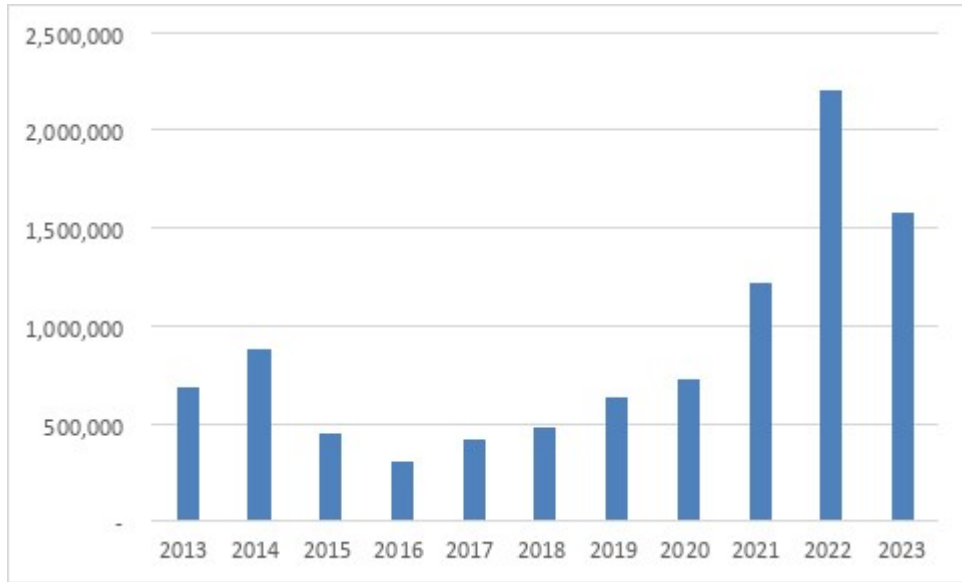
With respect to non-homestead property, Amendment 1 limits (caps) the annual increase in assessed value for non-homestead property (businesses, industrial property, rental property, second homes, etc.) to ten percent (10%), except for school district taxes. The Amendment also provides a \$25,000 exemption for tangible personal property. Amendment 1 became effective on October 1, 2008, with the exception of the ten percent (10%) assessment cap on non-homestead property which became effective on January 1, 2009.

Additional tax relief bills were introduced at the 2018 legislative session which could further limit the extent to which municipalities can levy taxes. Along with all Florida municipalities, the Town faces the unknown negative financial impact of a proposed constitutional amendment on the November 8, 2018 ballot which was approved, which created an additional \$25,000 exemption for homestead properties for the purposes of non-school (city, county and special district) property taxes. It has been estimated that the new homestead exemption will have a collective negative fiscal impact on all Florida cities, counties and special districts of roughly \$750 million in the first year growing to nearly \$820 million by the fifth year.

- In setting its fiscal 2022-2023 and 2023-2024 budgets, the Town adopted a millage rate of 3.0000.
- The Town of Loxahatchee Groves enjoyed increases in total assessed property value of over 14.7% for fiscal year 2023.

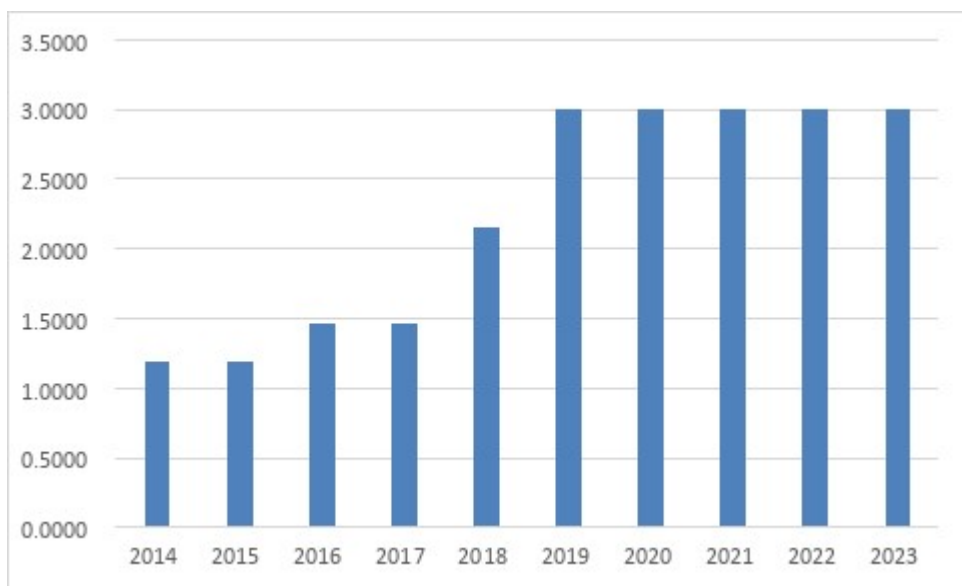
TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

General Fund Unassigned Surplus
For the Fiscal Years ended September 30, 2013-2023



In 1995, the state of Florida limited all local governments' ability to increase property assessments of homestead property in any given year to 3 percent or cost of living, whichever is lower. The graph below shows the millage rates since 2012. The Town, just like many cities across the country, faces the challenge of keeping taxes and service charges as low as possible while providing residents with the level of service they have come to expect.

Town of Loxahatchee Groves Millage
For the Fiscal Years ended September 30, 2013-2023



TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2023

The operating millage rate for tax year 2021, which is collected in fiscal year 2022, is 3.0000 or \$3.00 per thousand dollars of taxable value. The operating millage rate remained the same as the prior fiscal year and resulted property tax revenue of \$1,291,263, an increase of \$171,361, or 15.3% over the prior year due to increased property values. Historically, the rollback rate has always been lower than the existing rate.

The Roads & Drainage Assessment remained unchanged at \$200 per unit. Similarly, the Solid Waste assessment rate remained at \$400 per unit.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town of Loxahatchee Groves' finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town Manager, 155 F Road, Loxahatchee Groves, Florida 33470.

FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Item 15.

	Governmental Activities	Business- Type Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 3,910,796	\$ 306,141	\$ 4,216,937
Investments	997,409	-	997,409
Receivables:			
Planning and zoning	140,916	-	140,916
Franchise and utility taxes	139,796	-	139,796
Due from other governments	108,095	2,909	111,004
Capital assets:			
Nondepreciable capital assets	1,619,279	-	1,619,279
Depreciable capital assets, net	7,298,478	-	7,298,478
Total assets	14,214,769	309,050	14,523,819
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Deferred outflow of resources relating to pensions	614,986	-	614,986
<u>LIABILITIES</u>			
Accounts payable and accrued liabilities	441,053	55,521	496,574
Due to other governments	47,183	-	47,183
Deposits for planning and zoning	279,747	-	279,747
Noncurrent liabilities:			
Due within one year	98,086	-	98,086
Due in more than one year	1,516,935	-	1,516,935
Total liabilities	2,383,004	55,521	2,438,525
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Deferred inflow of resources relating to pensions	127,045	-	127,045
Local business taxes	41,659	-	41,659
Total deferred inflows of resources	168,704	-	168,704
<u>NET POSITION</u>			
Net investment in capital assets	8,673,364	-	8,673,364
Restricted for:			
Roads and drainage	1,736,643	-	1,736,643
Unrestricted	1,868,040	253,529	2,121,569
Total net position	\$ 12,278,047	\$ 253,529	\$ 12,531,576

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-Type Activities	Total
Functions/programs							
Governmental activities:							
General government	\$ 1,711,966	\$ 797,706	\$ 359,793	\$ -	\$ (554,467)	\$ -	\$ (554,467)
Public safety	1,442,215	-	-	-	(1,442,215)	-	(1,442,215)
Physical environment	2,690,070	1,532,766	-	-	(1,157,304)	-	(1,157,304)
Interest expense	3,820	-	-	-	(3,820)	-	(3,820)
Total governmental activities	5,848,071	2,330,472	359,793	-	(3,157,806)	-	(3,157,806)
Business-type activities:							
Solid Waste	714,111	585,725	-	-	-	(128,386)	(128,386)
Total business-type activities	\$ 714,111	\$ 585,725	\$ -	\$ -	-	(128,386)	(128,386)
General revenues:							
Property taxes					1,291,263	-	1,291,263
Local option sales tax					330,728	-	330,728
Franchise fee					649,469	-	649,469
Utility taxes					531,900	-	531,900
Intergovernmental (unrestricted)					846,416	-	846,416
Investment income (unrestricted)					47,566	-	47,566
Miscellaneous revenue					134,776	-	134,776
Total general revenues					3,832,118	-	3,832,118
Transfers					(135,365)	135,365	-
Change in net position					538,947	6,979	545,926
Net position beginning of year					11,739,100	246,550	11,985,650
Net position end of year					\$ 12,278,047	\$ 253,529	\$ 12,531,576

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Major Funds					Total Governmental Funds
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	
<u>ASSETS</u>						
Cash and cash equivalents	\$ 1,076,644	\$ 1,851,832	\$ 161,998	\$ -	\$ 820,322	\$ 3,910,796
Investments	144,577	-	-	852,832	-	997,409
Receivables						
Planning and zoning	140,916	-	-	-	-	140,916
Franchise and utility taxes	138,623	1,173	-	-	-	139,796
Due from other governments	43,598	10,071	33,689	20,737	-	108,095
Due from other funds	1,085,410	-	-	-	-	1,085,410
Total assets	<u>2,629,768</u>	<u>1,863,076</u>	<u>195,687</u>	<u>873,569</u>	<u>820,322</u>	<u>6,382,422</u>
<u>LIABILITIES</u>						
Accounts payable and accrued liabilities	175,001	110,279	-	-	155,773	441,053
Due to other governments	47,183	-	-	-	-	47,183
Deposits for planning and zoning	279,747	-	-	-	-	279,747
Due to other funds	-	16,154	195,687	873,569	-	1,085,410
Total liabilities	<u>501,931</u>	<u>126,433</u>	<u>195,687</u>	<u>873,569</u>	<u>155,773</u>	<u>1,853,393</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>						
Local business taxes leived	41,659	-	-	-	-	41,659
Total deferred inflows of resources	<u>41,659</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>41,659</u>
<u>FUND BALANCES</u>						
Restricted for:						
Roads and drainage	-	1,736,643	-	-	-	1,736,643
Assigned for:						
Capital projects	-	-	-	-	664,549	664,549
Subsequent year's budget	506,059	-	-	-	-	506,059
Unassigned	1,580,119	-	-	-	-	1,580,119
Total fund balances	<u>2,086,178</u>	<u>1,736,643</u>	<u>-</u>	<u>-</u>	<u>664,549</u>	<u>4,487,370</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 2,629,768</u>	<u>\$ 1,863,076</u>	<u>\$ 195,687</u>	<u>\$ 873,569</u>	<u>\$ 820,322</u>	<u>\$ 6,382,422</u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Total fund balances - governmental funds (Page 18) \$ 4,487,370

Amounts reported for governmental activities in the statement of net position are different as a result of:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	\$ 14,898,091	
Accumulated depreciation	<u>(5,980,334)</u>	
		8,917,757

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Net pension liability	\$ (1,345,264)	
Lease payable	(244,393)	
Compensated absences	<u>(25,364)</u>	
		(1,615,021)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds

Deferred outflow of resources relating to pensions	\$ 614,986	
Deferred inflow of resources relating to pensions	<u>(127,045)</u>	
		<u>487,941</u>

Net position of governmental activities (Page 16)		<u><u>\$ 12,278,047</u></u>
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TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Funds					Total Governmental Funds
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	
Revenues:						
Property taxes	\$ 1,291,263	\$ -	\$ -	\$ -	\$ -	\$ 1,291,263
Local option sales tax	-	-	-	330,728	-	330,728
Permits and franchise fees	851,447	-	-	-	-	851,447
Utility service taxes	531,900	-	-	-	-	531,900
Intergovernmental revenues	865,981	-	405,313	-	-	1,271,294
Charges for services	423,837	-	-	-	-	423,837
Fines and forfeitures	106,806	-	-	-	-	106,806
Maintenance assessments	-	1,504,651	-	-	-	1,504,651
Miscellaneous revenues	8,317	28,115	-	-	126,459	162,891
Interest	14,817	2,346	-	30,403	-	47,566
Total revenues	4,094,368	1,535,112	405,313	361,131	126,459	6,522,383
Expenditures:						
Current:						
General government	1,329,409	-	-	-	-	1,329,409
Public safety	1,645,519	-	-	-	-	1,645,519
Physical environment	-	1,613,629	-	-	-	1,613,629
Debt service:						
Principal	4,281	100,726	-	-	-	105,007
Interest	99	3,721	-	-	-	3,820
Capital outlay	621	254,182	-	-	1,640,010	1,894,813
Total expenditures	2,979,929	1,972,258	-	-	1,640,010	6,592,197
Excess (deficiency) of revenues over (under) expenditures	1,114,439	(437,146)	405,313	361,131	(1,513,551)	(69,814)
Other financing sources:						
Issuance of debt - leases	-	236,620	-	-	-	236,620
Transfers in	-	541,000	-	-	1,885,741	2,426,741
Transfers out	(1,175,912)	(213,550)	(502,337)	(670,307)	-	(2,562,106)
Total other financing sources	(1,175,912)	564,070	(502,337)	(670,307)	1,885,741	101,255
Net change in fund balances	(61,473)	126,924	(97,024)	(309,176)	372,190	31,441
Fund balance - beginning of year	2,147,651	1,609,719	97,024	309,176	292,359	4,455,929
Fund balance - ending	\$ 2,086,178	\$ 1,736,643	\$ -	\$ -	\$ 664,549	\$ 4,487,370

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds (Page 18)	\$	31,441
<p>Amounts reported for governmental activities in the statement of activities are different as a result of:</p>		
<p>Governmental funds report capital outlay as an expenditure. However, the cost of those capital assets is eliminated in the statement of activities and capitalized in the statement of net position.</p>		
Expenditures for capital assets	1,894,813	
Less current year depreciation	(966,665)	
Amounts reported as capital outlay not included in capital assets (not capitalized)	<u>(1,985)</u>	<u>926,163</u>
<p>Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.</p>		
Issuance of debt - leases	(236,620)	
Leases repayments	<u>105,007</u>	<u>(131,613)</u>
<p>Some expenses reported in the statement of activities do not require the use of financial resources and, therefore, are not reported as expenditures in the governmental funds.</p>		
Change in net pension liability and related deferred amounts	(285,916)	
Deferred outflows of resources related to pensions	64,785	
Deferred inflow of resources related to pensions	(61,676)	
Current change in compensated absences	<u>(4,237)</u>	<u>(287,044)</u>
Change in net position of governmental activities (Page 15)	\$	<u><u>538,947</u></u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUND
SEPTEMBER 30, 2023

	<u>ASSETS</u>	<u>Solid Waste Fund</u>
Current assets:		
Cash and cash equivalents		\$ 306,141
Due from other governments		<u>2,909</u>
Total assets		<u>309,050</u>
	<u>LIABILITIES</u>	
Current liabilities:		
Accounts payable		<u>55,521</u>
Total current liabilities		<u>55,521</u>
	<u>NET POSITION</u>	
Unrestricted		<u>253,529</u>
Total net position		<u>\$ 253,529</u>

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Solid Waste Fund
Operating revenues:	
Charges for services	\$ 585,725
Total operating revenues	585,725
Operating expenses:	
Solid waste contractor	708,666
Other expenses	5,445
Total operating expenses	714,111
Operating loss	(128,386)
Loss before transfers	(128,386)
Transfers in	135,365
Change in net position	6,979
Net position, beginning of year	246,550
Net position, ending	\$ 253,529

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Item 15.

	Solid Waste Fund
Cash flows from operating activities:	
Receipts from customers and users	\$ 585,725
Payments to suppliers	(710,514)
Operating grants	(2,909)
Net cash used in operating activities	(127,698)
Cash flows (used) by noncapital financing activities:	
Transfers from other funds	135,365
Net cash provided by noncapital financing activities	135,365
Net increase in cash and cash equivalents	7,667
Cash and cash equivalents, October 1	298,474
Cash and cash equivalents, September 30	\$ 306,141
Reconciliation of operating income (loss) to cash and cash equivalents used in operating activities:	
Operating income (loss)	\$ (128,386)
Adjustments to reconcile operating income (loss) to net cash used in operating activities:	
Changes in assets and liabilities:	
(Increase) decrease in:	
Due from other governments	(2,909)
Increase (decrease) in:	
Accounts payable	3,597
Total adjustments	688
Net cash used in operating activities	\$ (127,698)

See notes to basic financial statements

NOTES TO THE FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Loxahatchee Groves, Florida (the “Town”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The Town’s significant accounting policies are described below.

Reporting Entity

The Town was incorporated on November 1, 2006, as a municipal corporation, in accordance with Chapter 2006-328 under the Laws of the State of Florida, and was established to conduct a government, perform municipal functions, and provide services to its citizens, as provided by the Constitution of the State of Florida. The Town operates under a Council-Manager form of government. The Town Council is responsible for legislative and fiscal control of the Town. A Town Manager is appointed by the Town Council and is responsible for the administration of all Town affairs placed in the manager’s charge by charter or action of the Town Council.

As required by generally accepted accounting principles, these financial statements include the Town (the primary government) and its component units. Component units are legally separate entities for which the Town is financially accountable. The Town is financially accountable if:

1. it appoints a voting majority of the organization’s governing board and (1) it is able to impose its will on the organization, or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Town,

or

2. the organization is fiscally dependent on the Town and (1) there is a potential for the organization to provide specific financial benefits to the Town or (2) impose specific financial burdens on the Town.

Organizations for which the Town is not financially accountable are also included when doing so is necessary in order to prevent the Town’s financial statements from being misleading.

Based upon application of the above criteria, the Town of Loxahatchee Groves has determined that the Loxahatchee Groves Water Control District of Palm Beach County, Florida (District) is the only legally separate entities to consider as a potential component unit.

Although the District is legally separate from the Town, effective June 26, 2018, the District became a dependent district of the Town of Loxahatchee Groves, Florida with the Town Council acting as the Board of Supervisors, therefore the District meets the first test of financial accountability. The District does not issue separate financial statements and is reported as a blended component unit as the Roads and Drainage Fund, a special revenue fund type.

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements, except for inter-fund services provided and used. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported instead as general revenues.

When both restricted and unrestricted resources are available for use, it is the Town’s policy to use restricted resources first, then unrestricted resources.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and the major individual enterprise fund are reported as separate columns in the fund financial statements.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses recorded when a liability is incurred, regardless of the timing of related cash flows. The Town does not accrue property tax revenues since the collection of these taxes coincides with the fiscal year in which levied, and since the Town consistently has no material uncollected property taxes at year end. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough afterwards to pay liabilities of the current period.

The Town considers revenues collected within 60 days of the year end to be available to pay liabilities of the current period.

Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures relating to compensated absences and claims and judgments are recorded only when payment is due. Property taxes, franchise taxes, licenses, interest revenue, intergovernmental revenues, and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

General Fund -This fund is the Town's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

Transportation Fund – This fund accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

Local Option Sales Tax Fund – This fund accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road and Drainage Fund – This fund accounts for the activities of the Town's dependent water control district.

Capital Improvement Fund – This fund accounts for the activity of long-lived capital improvements within the Town.

Proprietary Fund

The Town reports one major proprietary fund, the Solid Waste Fund, to account for the Town's residential solid waste operations, which are financed primarily by user charges.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's Solid Waste Fund are charges to customers for sales and services. Operating expenses for the Enterprise Fund include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Cash and Cash Equivalents

Cash and cash equivalents include amounts on deposit in demand accounts, money market accounts and certificate of deposits.

Statement of Cash Flows

For purposes of the statement of cash flows, the Town considers all short-term investments that are highly liquid to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items in governmental funds are accounted for using the consumption method.

Interfund Transactions

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to” or “due from other funds”. Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

Transfers and interfund balances totally within governmental activities and those that are totally within business-type activities are eliminated and not presented in the government-wide financial statements. Transfers and balances between governmental and business-type activities are presented in the government-wide financial statements.

Capital Assets

Capital assets are reported in the government-wide financial statements. Capital assets, excluding infrastructure assets, are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value.

Depreciation has been provided over the useful lives using the straight-line method. The estimated useful lives are as follows:

Equipment	4 to 10 years
Buildings	15 to 40 years
Infrastructure	5 to 50 years

Compensated Absences

It is the Town's policy to permit employees to accumulate, within certain limits, earned but unused paid time off benefits, which will be paid to employees upon separation from the Towns' service. The Town uses the vesting method to accrue paid time off for employees who are eligible to receive payments upon separation, as well as those expected to become eligible in the future. A liability for accrued compensated absences of the governmental activities is not reported in the balance sheet of the governmental funds and, accordingly, represents a reconciling item between the fund and government-wide presentations.

Compensated absences are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund only if they have matured.

Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The Town reports deferred outflows for pension items in connection with its participation in the Florida Retirement System in the government-wide statement of net position. These deferred pension charges are either (a) recognized in the subsequent period as a reduction of the net pension liability (which includes pension contributions made after the measurement date) or (b) amortized in a systematic and rational method as pension expense in future periods.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Inflows of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. There are three types of items that qualify for reporting in this category:

1. Pension items in connection with the Town's participation in the Florida Retirement System are reported in the government-wide statement of net position. These deferred pension charges are amortized in a systematic and rational method as pension expense in future periods.
2. Business tax receipts that are received by the Town prior to the period for which the taxes are levied are reported as deferred inflows on both the government-wide statement of net position and on the governmental funds balance sheet.
3. Special assessments that are not received within 60 days of the end of the fiscal year do not meet the availability criterion of the modified accrual basis of accounting, and therefore are reported as deferred inflows only on the governmental funds balance sheet.

Assessments

Maintenance assessments are non-ad valorem assessments on all platted lots within the District. Assessments are levied each November 1 on property as of the previous January 1 to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

Debt assessments are non-ad valorem assessments on certain benefited property within the District. Debt assessments were levied over ten years to pay for the debt service related to the Series 2011 Note which was issued to pay for four roadway pavement projects and a roadway bridge culvert crossing. Debt assessments receivable recorded in the Roads and Drainage Fund represent the balance of outstanding assessments levied by the Town to repay the outstanding debt. Debt assessments receivable are collected in annual installments in amounts sufficient to meet the annual debt service requirements in the same manner as maintenance assessments. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts of assets, deferred outflows and inflows, liabilities, disclosure of contingent liabilities, revenues, and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables and the useful lives of capital assets. Although those estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

Net Position

Net position is the residual of all other elements presented in a statement of financial position. Net position is displayed in three categories: 1) net investment in capital assets, 2) restricted, 3) unrestricted. Net position invested in capital assets consists of capital assets reduced by accumulated depreciation. Net position is reported as restricted when there are legal limitations imposed on their use by Town legislation or external restrictions by other governments, creditors, or grantors. Unrestricted net position consists of all net position that does not meet the definition of either of the other two components.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Equity

There are five possible classifications of fund balance:

- Nonspendable fund balance represents amounts that are not in spendable form or are legally or contractually required to be maintained intact.
- Restricted fund balance represents amounts that can be spent only for specific purposes stipulated by external providers (e.g. creditors, grantors, contributor, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance represents amounts that can be used only for the specific purposes pursuant to constraints imposed by Town Council by the adoption of an ordinance, the Town's highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by the adoption of an ordinance.
- Assigned fund balance includes spendable fund balance amounts that are intended to be used for specific purposes that are considered neither restricted nor committed. In accordance with the Town's fund balance policy, the Town Council or Town Manager may make assignments.
- Unassigned fund balance is the residual fund balance classification for the general fund. It is also used to report negative fund balances in other governmental funds.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed. The Town will first use committed fund balance, then assigned fund balance, and then unassigned fund balance when expenditures are incurred for purposes for which any of the unrestricted fund balance classifications could be used.

Unassigned Fund Balance/Unrestricted Net Position

Maintaining an adequate fund balance or net position is essential to the Town's financial health. The unassigned fund balance and unrestricted net position will be considered adequate between a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the General Fund; and minimum of 0% and a maximum of 25% of the current year's operating appropriations, including transfers, will be considered adequate unrestricted net position for the Enterprise Funds.

In the event that sufficient unassigned fund balance/unrestricted net position targets are not met, a proposed revenue enhancement and/or service level reduction plan to achieve the target will be submitted to the Council for the subsequent year budget consideration. The replenishment to the expected minimum level shall be completed within five years.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Data

The Town follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to September 1, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of two resolutions – one establishing a milage rate and another adopting the final budget.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

Budgetary Data (Continued)

4. The Town prepares and adopts budgets for the General Fund, Roads and Drainage Fund, Local Option Sales Tax Fund, and Transportation Fund. No differences exist between the budgetary and GAAP basis of accounting. Budgeted amounts are as originally adopted, or as amended by the Town Council. If, at any time during the fiscal year, it appears probable to the Town Manager that the revenues available will be insufficient to meet the amount appropriated, the Town Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly. The legal level of control (level of which expenditures may not exceed the budget) is at the fund level for the General Fund, Roads and Drainage Fund, Local Option Sales Tax Fund, and Transportation Fund.
5. Appropriations along with encumbrances lapse on September 30.
6. During the fiscal year ended September 30, 2023, there were no supplemental appropriations.

At September 30, 2023, there were \$821,214 of encumbrances in the Capital Improvement Program Fund.

Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessment are also designed to assure a consistent property valuation method statewide.

The tax levy of the Town is established by the Town Council prior to October 1 of each year, and the Palm Beach County Property Appraiser incorporates the Town's millages into the total tax levy, which includes Palm Beach County and Palm Beach County School Board tax requirements. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$10 per \$1,000 of assessed taxable valuation). The tax rate for the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU) is included in the 10 mills. On September 30, 2023, the MSTU millage rate was 3.4581 mills and the millage rate assessed by the Town was 3.0 for a total of 6.4581 mills (\$6.4581 per \$1,000 of taxable assessed valuation).

All property is reassessed according to its fair market value January 1 of each year, which is also the lien date. In November 1992, a Florida constitutional amendment was approved by the voters which provides for limiting the increases in homestead property valuations for Ad Valorem tax purposes to a maximum of 3% annually and also provides for reassessment of market values upon changes in ownership. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all the appropriate requirements of state statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. Taxes may be paid less a discount beginning November 1. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February.

The taxes paid in March are without discount. All unpaid taxes become delinquent on April 1, following the year in which they are assessed. On or prior, to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. After the sale, tax certificates bear interest of 18% per year or any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Delinquent taxes on personal property bear interest of 18% per year until the tax is satisfied either by seizure and sale of the property or by the five year statute of limitations.

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

As of September 30, 2023, the carrying amounts of the Town's deposits and bank balances were \$4,283,960. All cash deposits are covered by FDIC insurance or the multiple financial institution collateral pool administered by the State of Florida. The collateral pool was created pursuant to the Florida Security for Deposits Act, Chapter 280, Florida Statutes. The Town also had \$300 of petty cash.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

Deposits (continued)

The collateral pool consists of assets pledged to the State Treasurer by financial institutions that comply with the requirements of Florida Statutes and have been thereby designated as "qualified public depositories". Therefore, the Town's entire bank balance \$4,283,960 is insured either by Federal depository insurance or is collateralized with securities pursuant to the Florida Security for Public Deposits Act. The Town's deposits at year end are considered insured for custodial credit risk purposes.

Investments

The Town adopted an investment policy on August 5, 2008, which is consistent with the requirements of State Statute 218.415. In accordance with Section 218.415 of the Florida Statutes, the Town is authorized to invest in obligations of the U.S. Treasury, its agencies and instrumentalities and in the Local Government Surplus Trust Funds administered by the State Board of Administration (SBA). The policy was subsequently amended to include the Florida Municipal Investment Trust administered by the Florida League of Cities.

The Florida Municipal Investment Trust (FMIvT) was created under the laws of the State of Florida to provide eligible units of local government with an investment vehicle to pool their surplus funds and to reinvest such funds in one or more investment portfolios under the direction and daily supervision of an investment advisor. The Florida League of Cities serves as the administrator, investment manager and secretary-treasurer of the Trust.

The FMIvT is a Local Government Investment Pool and is considered an external investment pool for GASB reporting purposes. The Town reports its investment in the FMIvT at fair value in accordance with the GASB 72 fair value hierarchy.

GASB 72 requires governments to disclose the fair value hierarchy for each type of asset or liability measured at fair value in the notes to the financial statements. The standard also requires governments to disclose a description of the valuation techniques used in the fair value measurement and any significant changes in valuation techniques. GASB 72 establishes a three tier fair value hierarchy. The hierarchy is based on valuation inputs used to measure the fair value as follows:

Level 1: Inputs are directly observable, quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs are other than quoted prices included within Level 1 that are for the asset or liability, either directly or indirectly. These inputs are derived from or corroborated by observable market data through correlation or by other means.

Level 3: Inputs are unobservable inputs used only when relevant Level 1 and Level 2 inputs are unavailable.

The level in which an asset is assigned is not indicative of its quality but an indication of the source of valuation inputs.

As of September 30, 2023, the Town had \$997,409 invested in the FMIvT 0-2 Year High Quality Bond Fund, which was categorized as Level 2 and was valued using a matrix pricing technique. Matrix pricing values securities based on the securities relationship to benchmark quoted prices. The weighted average maturity was 0.8 years and the fund was rated AAAf/S1 by Fitch.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Town's investment policy states that interest rate risk will be minimized by:

1. Structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated nor amortized:				
Land	\$ 573,337	\$ -	\$ -	\$ 573,337
Construction in progress	-	1,045,942	-	1,045,942
Total capital assets, not being depreciated nor amortized	573,337	1,045,942	-	1,619,279
Capital assets, being depreciated and amortized:				
Building	563,256	-	-	563,256
Equipment	1,487,985	16,797	-	1,504,782
Equipment - leases	169,577	236,620	-	406,197
Infrastructure	10,211,108	593,469	-	10,804,577
Total capital assets, being depreciated and amortized	12,431,926	846,886	-	13,278,812
Less: accumulated depreciation and amortization for:				
Building	(160,785)	(14,581)	-	(175,366)
Equipment	(978,382)	(114,473)	-	(1,092,855)
Equipment - leases	(56,882)	(74,563)	-	(131,445)
Infrastructure	(3,817,620)	(763,048)	-	(4,580,668)
Total accumulated depreciation and amortization	(5,013,669)	(966,665)	-	(5,980,334)
Total capital assets, being depreciated and amortized, net	7,418,257	(119,779)	-	7,298,478
Governmental activities capital assets, net	\$ 7,991,594	\$ 926,163	\$ -	\$ 8,917,757

Depreciation expense of \$20,434 was charged to the general government function and \$946,231 was charged to the physical environment functions of the Town.

NOTE 5 – LONG-TERM LIABILITIES

Changes in Long-Term Liabilities

The following is a summary of changes in the long-term liabilities during the fiscal year.

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated absences	\$ 21,127	\$ 39,036	\$ (34,799)	\$ 25,364	\$ 6,341
Net pension liability	1,059,348	285,916	-	1,345,264	-
Lease liability	112,780	236,620	(105,007)	244,393	91,745
Total	\$ 1,193,255	\$ 561,572	\$ (139,806)	\$ 1,615,021	\$ 98,086

Compensated absences and net pension liabilities are expected to be paid out of the General and Roads and Drainage funds.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 6 – OTHER POST EMPLOYMENT BENEFITS (OPEB)

At September 30, 2023, management has determined the amount of OPEB liabilities of the Town were not significant, therefore no liability or expense was recorded.

NOTE 7 – FLORIDA RETIREMENT SYSTEM

General Information

All full-time employees participate in the Florida Retirement System (FRS). The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees.

The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the Florida Retirement System Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost sharing multiple employer defined benefit pension plan, to assist retired members of any state administered retirement system in paying the costs of health insurance.

Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000 or calling toll free at 877-377-1737. The report is also available at the Florida Department of Management Services web site www.dms.myflorida.com.

Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRSP) and the Florida Retirement System Health Insurance Subsidy Program and additions to/deduction from the FRSP and HIS fiduciary net position have been determined on the same basis as they are reported by FRSP and HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Plan Description

The FRS Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class
- Senior Management Service Class

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service.

Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan

Benefits Provided

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

The following table shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age / Years of Service</u>	<u>% Value</u>
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or with 31 years of service	1.63
Retirement up to age 64 or with 32 years of service	1.65
Retirement up to age 65 or with 33 or more years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or with 34 years of service	1.63
Retirement up to age 67 or with 35 years of service	1.65
Retirement up to age 68 or with 36 or more years of service	1.68
Special Risk Class	
Service from December 1,1970 through September 30,1974	2.00
Service on or after October 1,1974	3.00
Senior Management Service Class	
	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year.

The employer contribution rates by job class For the fiscal year ended September 30, 2023 were as follows:

Class	07/01/2022 through 09/30/2022	07/01/2023 through 09/30/2023
Regular class	11.91%	13.57%
Senior management service class	31.57%	34.52%
Special risk class	27.83%	32.67%
DROP	18.60%	21.13%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Contributions (continued)

Except for the DROP, the employer contribution rates include a 2.00% HIS Plan subsidy. The rates also include 0.06% for administrative costs of the Public Employee Optional Retirement Program.

For the fiscal year ended September 30, 2023, the Town made contributions of \$98,784 to the Pension Plan and the Town's employees made contributions of \$17,580, for total contributions of \$116,365.

Pension Liabilities and Pension Expense

At September 30, 2023, the Town reported a liability of \$980,776 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The Town's proportionate share of the net pension liability was based on the Town's 2022-2023 plan year contributions relative to the 2022-2023 plan year contributions of all participating members. At June 30, 2023, the Town's proportionate share was 0.002461365 percent, which was an increase of 0.000238635 percent from its proportionate share measured as of June 30, 2022.

For the fiscal year ended September 30, 2023, the Town recognized pension expense of \$269,559 related to the Plan.

Deferred Outflows and Inflows of Resources Related to Pensions

The Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 92,086	\$ -
Change of assumptions	63,935	-
Net difference between projected and actual earnings on FRS pension plan investments	40,960	-
Changes in proportion and differences between Authority FRS contributions and proportionate share of contributions	242,565	47,272
Authority FRS contributions subsequent to measurement date	38,076	-
Total	\$ 477,622	\$ 47,272

The deferred outflows of resources totaling \$38,076 resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year End	Deferred Outflows/(Inflows), net
2024	\$ 97,365
2025	62,801
2026	188,836
2027	35,055
2028	8,217
Total	\$ 392,274

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2023
Measurement date	June 30, 2023
Inflation	2.40%
Salary Increases	3.25%, average, including inflation
Municipal bond rate	3.65%
Investment rate of return	N/A
Mortality	Generational PUB-2010 base table varies by member category and sex; projected generationally with Scale MP-2018
Actuarial cost method	Individual Entry Age

The actuarial assumptions used in the July 1, 2023, valuation were based on the certain results of an actuarial experience study of the FRS for the period July 1, 2014 through June 30, 2019.

The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) a real return of 4.20%, consistent with the 4.48 percent real rate of return from the capital market outlook model developed by the FRS consulting actuary, Milliman; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2023 by the FRS Actuarial Assumption Conference.

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation ¹	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed income	19.8%	4.5%	4.4%	3.4%
Global equity	54.0%	8.7%	7.1%	18.1%
Real estate	10.3%	7.6%	6.6%	14.8%
Private equity	11.1%	11.9%	8.8%	26.3%
Strategic investments	3.8%	6.3%	6.1%	7.7%
	100%			
Assumed inflation-Mean			2.4%	1.4%

Note: (1) As outlined in the Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Sensitivity of the Town’s Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town’s proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the Town’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Authority's proportionate share of the net pension liability	\$ 1,675,365	\$ 980,776	\$ 399,669

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan’s fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan

At September 30, 2023, the Town did not have a payable for outstanding contributions to the Pension Plan for the fiscal year ended September 30, 2023.

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Retiree Health Insurance Subsidy (HIS) Program

Benefits Provided

For the fiscal year ended September 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2023, the HIS contribution was 2.00%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town’s contributions to the HIS Plan totaled \$16,894 for the fiscal year ended September 30, 2023.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Pension Liabilities and Pension Expense

At September 30, 2023, the Town reported a liability of \$364,488 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023.

The Town's proportionate share of the net pension liability was based on the Town's 2022-2023 plan year contributions relative to the 2022-2023 plan year contributions of all participating members. At June 30, 2023, the Town's proportionate share was 0.002295052 percent, which was an increase of 0.000101672 percent from its proportionate share measured as of June 30, 2023.

For the fiscal year ended September 30, 2023, the Town recognized pension expense of \$151,038.

Deferred Outflows and Inflows of Resources Related to Pensions

In addition, the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 5,336	\$ 856
Change of assumptions	9,582	31,584
Net difference between projected and actual earnings on FRS pension plan investments	188	-
Changes in proportion and differences between Authority FRS contributions and proportionate share of contributions	116,244	47,333
Authority FRS contributions subsequent to measurement date	6,014	-
	\$ 137,364	\$ 79,773

The deferred outflows of resources totaling \$6,014 resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year End	Deferred Outflows/(Inflows), net
2023	\$ 11,715
2024	16,604
2025	17,872
2026	4,058
2027	1,026
Thereafter	302
Total	\$ 51,577

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Actuarial Assumptions

The total pension liability in the July 1, 2023, actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2023
Measurement date	June 30, 2023
Inflation	2.40%
Salary Increases	3.25%, average, including inflation
Municipal bond rate	3.65%
Investment rate of return	N/A
Mortality	Generational PUB-2010 base table varies by member category and sex; projected generationally with Scale MP-2018
Actuarial cost method	Individual Entry Age

For the July 1, 2023 valuation date the municipal bond rate changed from 3.54% to 3.65%.

The actuarial assumptions used in the July 1, 2023, valuation were based on the results of an actuarial experience study for the period July 1, 2014 through June 30, 2019.

Discount Rate

The discount rate used to measure the total pension liability was 3.65%, which increased from the discount rate of 3.54% as of June 30, 2022. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date.

Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.65%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.65%) or one percentage point higher (4.65%) than the current rate:

	1% Decrease 2.65%	Current Discount Rate 3.65%	1% Increase 4.65%
Authority's proportionate share of the net pension liability	\$ 415,820	\$ 364,488	\$ 321,931

Pension Plan Fiduciary Net Position

Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan

At September 30, 2023, the Town did not have a payable for outstanding contributions to the HIS Plan for the fiscal year ended September 30, 2023.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Summary Data

The following table provides a summary of significant information related to the Florida Retirement System defined benefit plans for the year ended September 30, 2023.

Plan	NET PENSION LIABILITY	DEFERRED OUTFLOW OF RESOURCES	DEFERRED INFLOW OF RESOURCES	PENSION EXPENSE
Florida Retirement System (FRS)	980,776	477,622	(47,272)	269,559
Florida Retirement System (HIS)	364,488	137,364	(79,773)	151,038
Totals	\$ 1,345,264	\$ 614,986	\$ (127,045)	\$ 420,597

Investment Plan

Plan Description

The Florida Retirement System Investment Plan is a defined contribution retirement plan qualified under Section 401(a) of the Internal Revenue Code. The Florida Legislature enacted the Plan during the 2000 legislative session, and amendments to the Plan can only be made by an act of the Florida Legislature. The Plan is administered by the State Board of Administration of Florida. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature.

Funding Policy

The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the defined benefit Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

Participating employers are required to make contributions based upon statewide contributions rates. The contribution rates by job class for the Town's employees for the fiscal year ended September 30, 2023, are as follows:

Class	07/01/22 through 09/30/22	07/01/23 through 09/30/23
Regular class	11.91%	13.57%
Senior management service class	31.57%	34.52%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Investment Plan (Continued)

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Town.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options.

Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town's Investment Plan pension expense totaled \$66,096 for the fiscal year ended September 30, 2023.

NOTE 8 – INTERFUND ACTIVITY

Receivables and Payables

The composition of interfund balances as of September 30, 2023 is as follows:

Receivable Fund	Payable Fund	Amount
General	Transportation	\$ 195,687
General	Local Option Sales Tax	873,569
General	Road and Drainage	16,154
	Total	\$ 1,085,410

The interfund balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All of the above amounts are expected to be repaid shortly after year-end from available current assets and next year funding.+

Transfers

Interfund transfers during the year ended September 30, 2023, are as follows:

Transfers Out	Transfers In	Amount	Purpose
General	Roads and Drainage	\$ 264,000	To provide operational funds
General	Capital Improvements	776,547	To provide capital funds
General	Solid Waste	135,365	To provide operational funds
Transportation	Roads and Drainage	277,000	To provide operational funds
Transportation	Capital Improvements	225,337	To provide capital funds
Roads and Drainage	Capital Improvements	213,550	To provide capital funds
Local Option Sales Tax	Capital Improvements	670,307	To provide capital funds
		\$ 2,562,106	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 9 – LEASES

In July 10, 2021, the Town entered into a three (3) year lease as lessee for a utility tractor. A lease liability was recorded as of July 10, 2021 in the amount of \$157,812. The Town is required to make annual fixed payments of \$55,426. The lease has a fixed interest rate of 3.54%.

In January 1, 2023, the Town entered into a three (3) year lease as lessee for a motor grader. A lease liability was recorded as of January 1, 2023 in the amount of \$236,620. The Town is required to make annual fixed payments of \$49,021. The lease has an imputed interest rate of 7.50%.

In June 18, 2019, the Town entered into a five (5) year lease as lessee for a copier. A lease liability was recorded as of October 1, 2021 in the amount of \$11,765. The Town is required to make monthly fixed payments of \$365. The lease has an imputed interest rate of 1.77%.

The following schedule details minimum lease payments to maturity for the Town's leases payable at September 30, 2023:

Year Ending September 30,	Principal	Interest	Total Debt Service
2024	\$ 91,745	\$ 15,987	\$ 107,732
2025	37,572	11,449	49,021
2026	115,077	8,631	123,708
	\$ 244,393	\$ 36,067	\$ 280,460

NOTE 10 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The Town has joined with other municipalities in the State participating in the Florida League of Cities Municipal Self Insurance Program, (the Program) a public entity risk pool currently operating as a common risk management and insurance program. The inter-local agreement with the Florida League of Cities Municipal Self Insurance Program provides that the Program will be self-sustaining through member premiums and will reinsure through commercial companies.

Florida Statutes limit the Town's maximum loss for most liability claims to \$200,000 per person and \$300,000 per occurrence under the Doctrine of Sovereign Immunity. However, under certain circumstances, a plaintiff can seek to recover damages in excess of statutory limits by introducing a claims bill to the Florida Legislature. The limits addressed in Florida Statutes do not apply to claims filed in Federal courts. There have been no significant reductions in insurance coverage in the prior year. No settlements exceeded insurance coverage for the past three years.

The Town is a defendant in various lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of these lawsuits cannot be determined at the present time, it is the opinion of legal counsel that the likelihood of unfavorable outcome and the amounts of potential losses cannot be reasonably determined for all claims at this time.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Agreement with Palm Beach County for Law Enforcement Services

On June 6, 2017, the Town executed a new agreement with Palm Beach County for law enforcement services, for an annual amount of \$610,000 for the fiscal year ending September 30, 2018. Absent a notice of termination, the agreement renews annually subject to the costing proposal by the Sheriff. Effective October 1, 2018, the first amendment to the contract was for an annual amount of \$622,200 for the fiscal year ending September 30, 2020. The second amendment was approved September 27, 2019 for an additional twelve months at the same amount. The third amendment was approved September 8, 2020 for an additional twelve months at the same amount. The fourth amendment was approved August 8, 2021 for an additional twelve months at the same amount.

Fire Protection and Emergency Medical Services

The Town has opted into the County's Fire-Rescue Municipal Services Taxing Unit ("MSTU") for the provision of fire rescue, fire protection, and related services from the County. The tax for the MSTU is included in the maximum 10 mills the Town is legally allowed to assess. On September 30, 2023, the MSTU millage rate was 3.4581 mills.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 11– COMMITMENTS AND CONTINGENCIES (CONTINUED)

Solid Waste and Recycling Collection Franchise Agreement

In September 2019, the contract for waste and recycling collection services was awarded to Coastal Waste & Recycling of Palm Beach County, LLC effective October 1, 2019 through December 31, 2026. There are two renewal options in this agreement each for an additional two-year period. The contract also grants the contractor the exclusive right to provide service directly to commercial operations. The contract provides for the ability to adjust rates; accordingly, commercial rates were increased to market values based on local rates for commercial solid waste services in neighboring municipalities effective October 1, 2022 resulting in a corresponding decrease in residential rates to \$400 per unit effective January 1, 2023.

Lines of Credit

On December 10, 2020, the Town entered into a \$500,000 Emergency Revolving Line of Credit with Bank United, at a variable interest rate equal to Prime Rate, but not less than 3.25% adjusted on the 1st day of each month. The Emergency Revolving Line of Credit is to provide emergency funds until such time as FEMA or State proceeds are received or is to be repaid by budgeted non-ad valorem revenues. The Emergency Revolving Line of Credit is valid for twelve months unless renewed. There have been no draws on the line of credit.

On June 7, 2022, the line was renewed for an additional thirty-six months at an interest rate of the Bank United Prime Rate.

Approved Bonds

On March 15, 2017, a referendum to use gas tax funds and if necessary, infrastructure sales tax funds, in support of issuing bonds in an amount not to exceed \$6,000,000 for new road construction was approved. On June 6, 2017, the Town Council approved Resolution No. 2017-31 authorizing the issuance of Roadway Improvement Revenue Bonds not exceeding \$6,000,000 and pledging the Town’s Gas Tax Revenues and Sales Surtax Revenues; however, no Bonds have been issued as of December 12, 2023.

On March 12, 2019, a referendum authorizing the issuance of Bonds not to exceed \$4,000,000 to finance the fifty percent owner contribution portion of the costs of roadway improvements to be repaid by special assessments from the affected property owners, known as the 50% bonds; however, no Bonds have been issued as of April 24, 2024.

Building and Code Services

The Town entered into a contract with SAFEbuilt effective August 1, 2021 to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections as of January 3, 2022. In order for the Town to establish its own permitting and inspection’s function, the Town adopted the Florida Building Code as well as local amendments allowed by Section 553.73(4)(a), Florida Statutes. The local amendments included in the ordinance are generally those adopted by Palm Beach County, along with inclusion by reference of certain Town codes significant to the building function such as Agricultural Uses, Floodplain Management, Tree Mitigation and Land Clearing. Concurrent with adoption of the building code, the Town also adjusted and amended its schedule of rates, fees and charges for planning, zoning, permitting, code enforcement and other services to encompass all services provided by the Town, including those previously provided by the County. The contract with SAFEbuilt provides for payment to be made to the contractor for permitting services based on 90% of revenues while code services are at an hourly rates of \$75 per hour for annualized estimated net total cost of approximately \$133,000 in the first year.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Property taxes	\$ 1,264,990	\$ 1,264,990	\$ 1,291,263	\$ 26,273
Permits and franchise fees	714,500	714,500	851,447	136,947
Utility service taxes	465,000	465,000	531,900	66,900
Intergovernmental revenues	449,100	449,100	865,981	416,881
Charges for services	365,500	365,500	423,837	58,337
Fines and forfeitures	22,000	22,000	106,806	84,806
Miscellaneous revenues	16,575	16,575	8,317	(8,258)
Interest	2,000	2,000	14,817	12,817
Total revenues	3,299,665	3,299,665	4,094,368	794,703
Expenditures:				
General government	1,383,800	1,383,800	1,809,987	(426,187)
Law enforcement	641,000	641,000	640,866	134
Planning, zoning, and code enforcement	628,500	628,500	529,076	99,424
Total expenditures	2,653,300	2,653,300	2,979,929	(326,629)
Excess (deficiency) of revenues over (under) expenditures before other financing uses	646,365	646,365	1,114,439	468,074
Other financing sources:				
Transfer out	(646,365)	(646,365)	(1,175,912)	529,547
Total other financing sources	(646,365)	(646,365)	(1,175,912)	529,547
Net change in fund balance	\$ -	\$ -	(61,473)	\$ 61,473
Fund balance - beginning of year			2,147,651	
Fund balances - ending			\$ 2,086,178	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - ROADS AND DRAINAGE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Maintenance assessments	\$ 1,485,300	\$ 1,485,300	\$ 1,504,651	\$ 19,351
Miscellaneous revenues	274,000	274,000	28,115	(245,885)
Interest	500	500	2,346	1,846
Total revenues	1,759,800	1,759,800	1,535,112	(224,688)
Expenditures:				
Public works	2,050,800	2,050,800	1,613,629	437,171
Debt service				
Principal	-	-	100,726	(100,726)
Interest	-	-	3,721	(3,721)
Capital outlay	-	-	254,182	(254,182)
Total expenditures	2,050,800	2,050,800	1,972,258	78,542
Excess (deficiency) of revenues over (under) expenditures before other financing uses	(291,000)	(291,000)	(437,146)	(146,146)
Other financing sources:				
Issuance of debt - leases	-	-	236,620	(236,620)
Transfer in	541,000	541,000	541,000	-
Transfers out	-	-	(213,550)	213,550
Total other financing sources	541,000	541,000	564,070	(23,070)
Net change in fund balance	\$ 250,000	\$ 250,000	126,924	\$ 123,076
Fund balance - beginning of year			1,609,719	
Fund balances - ending			\$ 1,736,643	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - TRANSPORTATION FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive/(Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues:				
Intergovernmental revenues	\$ 403,900	\$ 403,900	\$ 405,313	\$ 1,413
Total revenues	<u>403,900</u>	<u>403,900</u>	<u>405,313</u>	<u>1,413</u>
Expenditures:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures before other financing uses	<u>403,900</u>	<u>403,900</u>	<u>405,313</u>	<u>1,413</u>
Other financing sources:				
Transfers out	<u>(403,900)</u>	<u>(403,900)</u>	<u>(502,337)</u>	<u>98,437</u>
Total other financing sources	<u>(403,900)</u>	<u>(403,900)</u>	<u>(502,337)</u>	<u>98,437</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(97,024)</u>	<u>\$ 97,024</u>
Fund balance - beginning of year			<u>97,024</u>	
Fund balances - ending			<u>\$ -</u>	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - LOCAL OPTION SALES TAX
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Local option sales tax	\$ 266,200	\$ 266,200	\$ 330,728	\$ 64,528
Interest	-	-	30,403	30,403
Total revenues	<u>266,200</u>	<u>266,200</u>	<u>361,131</u>	<u>94,931</u>
Expenditures:	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures before other financing uses	<u>266,200</u>	<u>266,200</u>	<u>361,131</u>	<u>94,931</u>
Other financing sources:				
Transfers out	<u>(266,200)</u>	<u>(266,200)</u>	<u>(670,307)</u>	<u>404,107</u>
Total other financing sources	<u>(266,200)</u>	<u>(266,200)</u>	<u>(670,307)</u>	<u>404,107</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(309,176)</u>	<u>\$ 309,176</u>
Fund balance - beginning of year			<u>309,176</u>	
Fund balances - ending			<u>\$ -</u>	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION (RSI)
SEPTEMBER 30, 2023

Note 1 - Basis of Accounting

Budgetary comparison schedules are presented for the General, Roads and Drainage, Local Option Sales Tax, and Transportation Funds, as required by generally accepted accounting principles. The budgetary process is described in Note 2 to the financial statements. Budgets are adopted on a basis consistent with generally accepted accounting principles.

Note 2 - Stewardship, Compliance, and Accountability

Appropriations are legally controlled at the fund level for all funds. Expenditures may not legally exceed budgeted appropriations at that level. During the fiscal year ended September 30, 2023, expenditures appropriations in the General Fund by \$426,187. These over expenditures were funded by greater than anticipated revenues in that fund.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Contractually required FRS contribution	\$ 32,722	\$ 34,576	\$ 10,252	\$ 7,440	\$ 18,804	\$ 31,920	\$ 39,460	\$ 78,346	\$ 98,784
FRS contributions in relation to the contractually required contribution	(32,722)	(34,576)	(10,252)	(7,440)	(18,804)	(31,920)	(39,460)	(78,346)	(98,784)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	251,455	226,503	172,507	101,638	194,113	208,324	259,237	486,879	586,004
FRS contribution as a percentage of covered payroll	13.01%	15.27%	5.94%	7.32%	9.69%	15.32%	15.22%	16.09%	16.86%

Note: This schedule is intended to show information for the last ten (10) fiscal years. For years prior to 2015, data is unavailable. Additional years will be presented as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Town's proportion of the FRS net pension liability	0.135400%	0.001291%	0.001154%	0.000988%	0.000639%	0.001917%	0.001944%	0.002223%	0.002461%
Town's proportionate share of the FRS net pension liability	\$ 174,891	\$ 326,010	\$ 341,211	\$ 297,710	\$ 220,163	\$ 830,747	\$ 146,815	\$ 827,034	\$ 980,776
Town's covered payroll	248,765	246,765	172,507	137,170	126,272	164,358	186,642	456,111	517,012
Town's proportionate share of the FRS net pension liability as a percentage of covered payroll	70.30%	132.11%	197.80%	217.04%	174.36%	505.45%	78.66%	181.32%	189.70%
FRS Plan fiduciary net position as a percentage of the total pension liability	92.00%	84.88%	83.89%	84.26%	82.61%	78.85%	96.40%	82.89%	82.38%
Assumption changes discount rate	7.65%	7.60%	7.10%	7.00%	6.90%	6.80%	6.80%	6.70%	6.70%

Note: The above amounts are as of the plan fiscal year, which ends on June 30.

This schedule is intended to show information for the last ten (10) fiscal years. For years prior to 2015, data is unavailable. Additional years will be displayed as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees. The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM (HIS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Contractually required HIS contribution	\$ 4,174	\$ 3,760	\$ 2,863	\$ 4,666	\$ 7,696	\$ 11,377	\$ 11,906	\$ 13,929	\$ 16,894
HIS contributions in relation to the contractually required contribution	(4,174)	(3,760)	(2,863)	(4,666)	(7,696)	(11,377)	(11,906)	(13,929)	(16,894)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	251,455	226,503	172,507	281,084	463,608	685,328	717,238	839,121	954,324
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.77%

Note: The schedule is intended to show information for the last ten (10) fiscal years. For years prior to 2015, data is unavailable. Additional years will be presented as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM (HIS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023
Town's proportion of the HIS net pension liability	0.001407%	0.001433%	0.001379%	0.001063%	0.000925%	0.001982%	0.001860%	0.002193%	0.002295%
Town's proportionate share of the HIS net pension liability	\$ 143,455	\$ 167,037	\$ 147,409	\$ 112,557	\$ 103,460	\$ 241,949	\$ 228,185	\$ 232,314	\$ 364,485
Town's covered payroll	248,765	246,765	172,507	347,343	305,943	530,083	503,314	815,814	909,241
Town's proportionate share of the HIS net pension liability as a percentage of covered payroll	57.67%	67.69%	85.45%	32.41%	33.82%	45.64%	45.34%	28.48%	40.09%
HIS Plan fiduciary net position as a percentage of the total pension liability	0.50%	0.97%	1.64%	2.15%	2.63%	3.00%	3.56%	4.81%	4.12%
Assumption changes discount rate	3.80%	2.85%	3.58%	3.87%	3.50%	2.21%	2.16%	3.54%	3.65%

Note: The above amounts are as of the plan fiscal year, which ends on June 30.

This schedule is intended to show information for the last ten (10) fiscal years. For years prior to 2015, data is unavailable. Additional years will be displayed as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees. The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

STATISTICAL SECTION

This part of the Town of Loxahatchee Groves' comprehensive annual financial report presents detailed unaudited information as a context for understanding what the information in the financial statement, note disclosures, and required supplementary information says about the Town's overall financial health.

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Financial Trends

These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time. These schedules include:

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Debt Capacity

These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

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Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

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Operating Information

These schedules contain service and infrastructure data to help understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.

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Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Net Position By Component
 Last Ten Fiscal Years
 (accrual basis of accounting)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental activities:										
Net investment in capital assets	\$ 1,492,795	\$ 1,856,215	\$ 3,165,292	\$ 3,962,198	\$ 4,652,258	\$ 4,989,272	\$ 4,793,434	\$ 6,675,768	\$ 7,991,594	\$ 8,673,364
Restricted	1,076,147	1,266,673	1,035,067	1,163,010	1,973,806	2,481,866	2,675,011	2,412,085	2,308,278	1,736,643
Unrestricted	2,150,361	1,633,875	2,101,301	1,302,320	331,416	560,522	575,736	427,730	1,493,951	1,868,040
Total governmental activities net position	4,719,303	4,756,763	6,301,660	6,427,528	6,957,480	8,031,660	8,044,181	9,515,583	11,793,823	12,278,047
Business-type activities										
Unrestricted	38,959	29,594	28,097	(20,435)	(8,655)	83,372	129,307	211,883	246,550	253,529
Primary government:										
Net investment in capital assets	1,492,795	1,856,215	3,165,292	3,962,198	4,652,258	4,989,272	4,793,434	6,675,768	7,991,594	8,673,364
Restricted	1,076,147	1,266,673	1,035,067	1,163,010	1,973,806	2,481,866	2,675,011	2,412,085	2,308,278	1,736,643
Unrestricted	2,189,320	1,663,469	2,129,398	1,281,885	322,761	643,894	705,043	639,613	1,740,501	2,121,569
Total primary government net position	\$ 4,758,262	\$ 4,786,357	\$ 6,329,757	\$ 6,407,093	\$ 6,948,825	\$ 8,115,032	\$ 8,173,488	\$ 9,727,466	\$ 12,040,373	\$ 12,531,576

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, transferring in \$1,269,175 of net position as of that date.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Changes in Net Position
 Last Ten Fiscal Years
 (accrual basis of accounting)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
EXPENSES										
Governmental activities:										
General government	\$ 675,546	\$ 916,445	\$ 914,583	\$ 963,530	\$ 1,042,085	\$ 1,452,992	\$ 1,111,638	\$ 1,129,525	\$ 1,352,540	\$ 1,711,966
Public safety (1)	280,515	285,459	290,048	294,621	610,000	622,412	1,002,044	1,119,128	1,346,755	1,442,215
Physical environment	454,398	402,114	1,061,666	805,928	1,030,000	1,417,732	2,449,872	1,227,929	2,068,776	2,690,070
Interest expense	-	-	-	-	9,272	33,024	26,973	2,709	-	3,820
Total governmental activities	1,410,459	1,604,018	2,266,297	2,064,079	2,691,357	3,526,160	4,590,527	3,479,291	4,768,071	5,848,071
Business-type activities:										
Solid Waste	419,256	440,786	435,614	553,265	814,671	550,288	703,481	699,311	673,203	714,111
Total primary government expenses	1,829,715	2,044,804	2,701,911	2,617,344	3,506,028	4,076,448	5,294,008	4,178,602	5,441,274	6,562,182
PROGRAM REVENUES										
Governmental activities:										
Charges for services:										
General government	56,635	132,333	204,519	110,820	104,397	160,658	181,640	337,781	798,632	797,706
Public safety	-	-	-	-	-	-	-	-	-	-
Physical environment	-	-	-	-	-	1,543,093	1,554,737	1,520,542	1,546,426	1,532,766
Operating grants and contributions	-	-	-	-	45,178	-	70,741	40,141	1,439,774	359,793
Capital grants and contributions	40,000	-	1,997,697	260,404	-	92,897	20,000	92,406	-	-
Total governmental activities program revenues	96,635	132,333	2,202,216	371,224	149,575	1,796,648	1,827,118	1,990,870	3,784,832	2,690,265
Business-type activities:										
Charges for services-Sanitation	421,157	431,421	339,620	357,835	364,869	642,315	645,523	653,665	660,895	585,725
Operating grants and contributions	-	-	-	54,351	51,582	-	103,893	50,272	(675)	-
Total business-type program revenues	421,157	431,421	339,620	412,186	416,451	642,315	749,416	703,937	660,220	585,725
Total primary government program revenues	517,792	563,754	2,541,836	783,410	566,026	2,438,963	2,576,534	2,694,807	4,445,052	3,275,990
Net (expense) revenue										
Governmental activities	(1,313,824)	(1,471,685)	(64,081)	(1,692,855)	(2,541,782)	(1,729,512)	(2,763,409)	(1,488,421)	(983,239)	(3,157,806)
Business-type activities	1,901	(9,365)	(95,994)	(141,079)	(398,220)	92,027	45,935	4,626	(12,983)	(128,386)
Total primary government net (expenses) revenue	\$ (1,311,923)	\$ (1,481,050)	\$ (160,075)	\$ (1,833,934)	\$ (2,940,002)	\$ (1,637,485)	\$ (2,717,474)	\$ (1,483,795)	\$ (996,222)	\$ (3,286,192)

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Changes in Net Position (continued)
 Last Ten Fiscal Years
 (accrual basis of accounting)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General revenues and Other Changes in Net Position:										
Governmental activities:										
Property taxes	\$ 208,173	\$ 229,355	\$ 315,454	\$ 361,816	\$ 612,844	\$ 913,924	\$ 972,399	\$ 1,042,008	\$ 1,119,902	\$ 1,291,263
Local option sales tax	-	-	-	160,446	219,920	244,142	233,775	272,580	315,075	330,728
Utility taxes	355,879	349,103	353,221	372,182	388,641	474,036	442,683	442,871	469,441	531,900
Franchise fees based on gross receipts	220,245	221,246	312,064	262,181	214,497	321,215	321,674	372,660	524,169	649,469
Unrestricted intergovernmental revenue	677,061	709,241	722,300	741,009	748,944	755,583	754,758	834,038	848,230	846,416
Interest and other	3,149	200	436	13,636	27,713	94,792	50,641	35,356	32,332	182,342
Transfers	-	-	(94,497)	(92,547)	(410,000)	-	-	(77,950)	(47,650)	(135,365)
Total governmental activities	1,464,507	1,509,145	1,608,978	1,818,723	1,802,559	2,803,692	2,775,930	2,921,563	3,261,499	3,696,753
Business-type activities:										
Transfers	-	-	94,497	92,547	410,000	-	-	77,950	47,650	135,365
Total business-type activities	-	-	94,497	92,547	410,000	-	-	77,950	47,650	135,365
Total primary government	1,464,507	1,509,145	1,703,475	1,911,270	2,212,559	2,803,692	2,775,930	2,999,513	3,309,149	3,832,118
Change in Net Position										
Governmental activities	150,683	37,460	1,544,897	125,868	(739,223)	1,074,180	12,521	1,433,142	2,278,260	538,947
Business-type activities	1,901	(9,365)	(1,497)	(48,532)	11,780	92,027	45,935	82,576	34,667	6,979
Total primary government	\$ 152,584	\$ 28,095	\$ 1,543,400	\$ 77,336	\$ (727,443)	\$ 1,166,207	\$ 58,456	\$ 1,515,718	\$ 2,312,927	\$ 545,926

(1) In 2020 Code Enforcement and Planning and Zoning were moved from General Government to Public Safety.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Fund Balances of Governmental Funds
 Last Ten Fiscal Years
 (modified accrual basis of accounting)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Nonspendable:										
Prepays	\$ 47,425	\$ 26,562	\$ 28,293	\$ 3,750	\$ -	\$ 82,256	\$ 62,342	\$ 1,623	\$ -	\$ -
Restricted:										
Tree mitigation	-	-	-	-	-	75,635	153,635	153,635	-	-
Transportation	-	-	-	-	-	-	60,000	60,000	-	-
Assigned:										
Subsequent year's budget	-	-	-	-	-	-	53,803	53,803	-	506,059
Unassigned	882,923	454,232	307,413	425,225	485,224	638,242	729,646	1,218,558	2,202,374	1,580,119
Total general fund	930,348	480,794	335,706	428,975	485,224	796,133	1,059,426	1,487,619	2,202,374	2,086,178
All other governmental funds										
Nonspendable:										
Prepays	-	-	-	-	-	50,000	100,298	-	-	-
Restricted:										
Infrastructure	-	-	-	160,446	380,366	624,508	861,528	197,196	309,176	-
Transportation	1,076,147	1,266,673	1,035,067	1,002,564	886,474	1,007,764	1,244,226	914,479	336,667	-
Roads and drainage	-	-	-	-	608,773	670,368	242,271	1,058,331	1,370,076	1,736,643
Road resurfacing	-	-	-	-	103,927	-	-	28,444	-	-
Debt service	-	-	-	-	-	107,943	114,587	114,587	-	-
Assigned:										
Capital projects	1,220,013	1,153,081	1,119,740	862,642	162,667	162,668	214,452	(391,669)	292,359	664,549
Total all other governmental funds	\$ 2,296,160	\$ 2,419,754	\$ 2,154,807	\$ 2,025,652	\$ 2,142,207	\$ 2,623,251	\$ 2,777,362	\$ 1,921,368	\$ 2,308,278	\$ 2,401,192

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Changes in Fund Balances of Governmental Funds
 Last Ten Fiscal Years
 (modified accrual basis of accounting)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
REVENUES										
Property taxes	\$ 208,173	\$ 229,355	\$ 315,454	\$ 361,816	\$ 612,844	\$ 913,924	\$ 972,399	\$ 1,042,008	\$ 1,119,902	\$ 1,291,263
Local option sales tax	-	-	-	160,446	219,920	244,142	233,775	272,580	315,075	330,728
Utility taxes	355,879	349,103	353,221	372,182	388,641	474,036	442,683	442,871	469,441	531,900
Franchise fees	220,245	221,246	312,064	262,181	214,497	321,214	321,674	337,993	524,169	649,469
Intergovernmental revenue	677,061	709,241	722,300	741,009	748,944	790,155	805,363	904,920	2,360,262	1,271,294
Charge for services	15,322	105,179	158,546	64,727	43,258	240,539	322,544	479,185	418,655	423,837
Licenses and permits	31,666	20,140	34,622	23,524	51,897	39,209	28,596	63,263	290,719	201,978
Special assessments	-	-	-	-	-	1,814,093	1,825,737	1,762,917	1,511,193	1,504,651
Fines and forfeitures	9,647	7,014	11,351	22,569	9,242	36,911	500	-	17,000	106,806
Contributions from private sources	40,000	-	926,942	260,404	-	-	47,908	88,178	-	-
Interest and miscellaneous	3,149	200	436	4,686	27,713	187,689	22,733	4,336	67,565	210,457
Total revenues	1,561,142	1,641,478	2,834,936	2,273,544	2,316,956	5,061,912	5,023,912	5,398,251	7,093,981	6,522,383
EXPENDITURES										
Current:										
General government	675,104	909,330	900,292	948,468	1,027,261	1,576,510	1,208,515	1,289,923	1,338,357	1,329,409
Public safety	280,515	285,459	290,048	294,621	610,000	622,412	1,002,044	1,119,128	1,332,244	1,645,519
Physical environment	213,725	150,995	768,167	454,017	672,401	1,440,482	1,472,757	1,071,158	1,239,168	1,613,629
Debt service:										
Principal	-	-	-	-	263,000	271,000	611,000	242,375	56,797	105,007
Interest	-	-	-	-	21,227	34,406	30,089	3,945	6,009	3,820
Other debt service costs	-	-	-	-	2,438	11,625	1,800	-	-	-
Capital outlay	195,057	621,654	1,191,967	519,777	322,842	313,525	280,303	2,059,813	1,983,856	1,894,813
Total expenditures	1,364,401	1,967,438	3,150,474	2,216,883	2,919,169	4,269,960	4,606,508	5,786,342	5,956,431	6,592,197
OTHER FINANCING SOURCES (USES)										
Issuance of debt- leases	-	-	-	-	-	-	-	-	11,765	236,620
Transfers in	55,070	40,000	378,638	-	1,086,898	-	490,683	1,644,500	1,835,861	2,426,741
Transfers out	(55,070)	(40,000)	(473,135)	(92,547)	(1,496,898)	-	(490,683)	(1,722,450)	(1,883,511)	(2,562,106)
Total other financing sources (uses)	-	-	(94,497)	(92,547)	(410,000)	-	-	(77,950)	(35,885)	101,255
Net change in fund balances	\$ 196,741	\$ (325,960)	\$ (410,035)	\$ (35,886)	\$ (1,012,213)	\$ 791,952	\$ 417,404	\$ (466,041)	\$ 1,101,665	\$ 31,441
Debt service as a percentage of noncapital expenditures	0.0%	0.0%	0.0%	0.0%	12.4%	8.7%	17.5%	7.1%	1.6%	2.4%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 General Governmental Revenues by Source
 Last Ten Fiscal Years
 (modified accrual basis of accounting)

Fiscal Year	Ad-Valorem Taxes General Purpose	Local Option Sales Tax (1)	Utility Tax	Intergovernmental	Franchise Tax	Charges for Service	License and Permits	Special Assessments	Fines and Forfeitures	Contributions	Interest/ Other	Total
2014	\$ 208,173	\$ -	\$ 355,879	\$ 677,061	\$ 220,245	\$ 31,666	\$ 15,322	\$ -	\$ 9,647	\$ 40,000	\$ 3,149	\$ 1,561,142
2015	229,355	-	349,103	709,241	221,246	105,179	20,140	-	7,014	-	200	1,641,478
2016	315,454	-	353,221	722,300	312,064	158,546	34,622	-	11,351	926,942	436	2,834,936
2017	361,816	160,446	372,182	741,009	262,181	64,727	23,524	-	22,569	260,404	4,686	2,273,544
2018	612,844	219,920	388,641	748,944	214,497	43,258	51,897	-	9,242	-	27,713	2,316,956
2019	913,924	244,142	474,036	790,155	321,214	240,539	39,209	1,814,093	36,911	-	187,689	5,061,912
2020	972,399	233,775	442,683	805,363	321,674	322,544	28,596	1,825,737	500	47,908	22,733	5,023,912
2021	1,042,008	272,580	442,871	904,920	337,993	479,185	63,263	1,762,917	-	13,686	78,828	5,398,251
2022	1,119,902	315,075	469,441	2,360,262	524,169	418,655	290,719	1,511,193	17,000	-	67,565	7,093,981
2023	1,291,263	330,728	531,900	1,271,294	649,469	423,837	201,978	1,504,651	106,806	-	210,457	6,522,383

(1) The tax was started in 2017 and it will last ten years with the proceeds restricted for Infrastructure expenditures

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Assessed Value and Estimated Actual Value of Taxable Property
 Last Ten Fiscal Years

Fiscal Year	Real Property					Net Assessed Value	Total Direct Tax Rate	Estimated Actual Value	Net Assessed Value as a Percentage of Estimated Actual Value
	Residential Property	Commercial/Industrial Property	Agricultural Property	Gov't/Institutional Property	Personal Property				
2014	\$ 115,303,596	\$ 15,012,230	\$ 57,596,934	\$ 1,343,527	\$ 8,583,515	\$ 197,839,802	1.2000	\$ 374,606,234	52.81%
2015	118,838,958	15,012,230	55,282,018	1,339,377	13,930,600	204,403,183	1.2000	361,603,906	56.53%
2016	161,229,749	21,299,409	63,489,636	1,308,383	15,502,799	262,829,976	1.4718	320,014,496	82.13%
2017	161,247,624	38,232,930	78,706,972	1,528,433	13,364,823	293,080,782	1.4718	356,117,093	82.30%
2018	160,049,414	37,400,435	78,664,760	2,360,928	13,380,833	291,856,370	2.1500	373,032,241	78.24%
2019	182,223,067	40,739,695	92,887,986	1,676,098	15,010,899	332,537,745	3.0000	425,594,621	78.13%
2020	188,930,066	53,869,260	97,564,863	1,787,150	16,017,731	358,169,070	3.0000	455,495,454	78.63%
2021	235,596,079	53,665,680	119,387,351	54,956,128	20,265,577	483,870,815	3.0000	671,723,234	72.03%
2022	257,979,104	58,507,552	141,511,200	60,883,580	26,537,152	545,418,588	3.0000	975,107,679	55.93%
2023	304,615,556	65,091,514	164,286,450	69,362,836	28,550,229	631,906,585	3.0000	1,158,497,734	54.55%

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Property Tax Rates
 Direct and Overlapping Governments
 Last Ten Fiscal Years

Fiscal Year	OVERLAPPING RATES					OVERLAPPING RATES					Total Direct and Overlapping Rates
	Town Operating Millage	Palm Beach County School District	Palm Beach County General Government	Palm Beach County Fire Rescue	County Health Care District	Palm Beach County Library System	South Florida Water Management District	South Florida Children's Services Council	Florida Inland Navigation District		
2014	1.2000	7.5940	4.9729	3.4581	1.0800	0.6024	0.4110	0.7025	0.0345	20.0554	
2015	1.2000	7.5120	4.9729	3.4581	1.0800	0.5985	0.3842	0.6745	0.0345	19.9147	
2016	1.4718	7.0700	4.9277	3.4581	1.0426	0.5933	0.3551	0.6677	0.0320	19.6183	
2017	1.4718	6.7690	4.9142	3.4581	0.7808	0.5891	0.3307	0.6833	0.0320	19.0290	
2018	2.1500	6.5720	4.9023	3.4581	0.7261	0.5901	0.3100	0.6590	0.0320	19.3996	
2019	3.0000	7.1640	4.8980	3.4581	0.7261	0.5870	0.2936	0.6403	0.0320	20.7991	
2020	3.0000	7.0100	4.8580	3.4581	0.7261	0.5833	0.2795	0.6497	0.0320	20.5967	
2021	3.0000	7.0100	4.8124	3.4581	0.7261	0.5824	0.2675	0.6497	0.0320	20.5382	
2022	3.0000	6.8750	4.8149	3.4581	0.7261	0.5833	0.2572	0.6233	0.0320	20.3699	
2023	3.0000	6.4570	4.5188	3.4581	0.6761	0.5599	0.2301	0.4908	0.0288	19.4196	

Note: All millage rates are based are per \$1,000 of assessed value.

Source: Town of Loxahatchee Groves Finance Department and Palm Beach Property Appraiser's Office.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Principal Property Taxpayers
 Last year and nine years ago

2023				2014			
Taxpayer	Taxable Valuation	Taxes Paid Rank	Percentage Total Taxable Valuation	Taxpayer	Taxable Valuation	Taxes Paid Rank	Percentage Total Taxable Valuation
ATLANTIC LAND INVESTMENTS LLC	20,168,657	1	4.54%	R BROKE NOW LLC	2,255,188	1	1.30%
C & C LOADER SERVICES	6,370,501	2	1.44%	GROVES MEDICAL PLAZA LLC	1,793,040	2	1.04%
FLORIDA POWER AND LIGHT CO	6,022,580	3	1.36%	YEES CORP	1,700,000	3	0.98%
DBE UTILITY SERVICES	5,353,205	4	1.21%	EVERGLADES FARM EQUIPMENT CO	1,628,455	4	0.94%
HEMINGWAY JOAN LLC	4,792,996	5	1.08%	SOUTHERN MANAGEMENT CORP	1,408,363	5	0.81%
OAK SPRINGS GORILLA FARM LLC	4,342,029	6	0.98%	SUNSPORT GARDENS	1,109,017	6	0.64%
R BROKE NOW LLC	4,251,489	7	0.96%	ROYALS OK LUNCH INC	923,000	7	0.53%
GROVES MEDICAL PLAZA LLC	3,975,000	8	0.90%	PLANTE JULIEN	856,646	8	0.49%
YEES CORP	3,211,109	9	0.72%	WELLINGTON HESS INC	824,884	9	0.48%
SOLAR SUNSPORTS INC	1,769,575	10	0.40%	REID BRYON V	817,990	10	0.47%
	<u>\$ 60,257,141</u>		<u>13.59%</u>		<u>\$ 13,316,583</u>		<u>7.68%</u>

Taxes Paid Rank lists the taxes and assessments paid during the tax year. Taxes are based upon the taxable value of the property, which is the assessed value less any exemptions. Assessments on property are derived from the special benefit afforded the property and are in addition to property taxes.

Source: Palm Beach County Tax Collector and Palm Beach County Property Appraiser

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Property Tax Levies and Collections

Last Ten Fiscal Years

Fiscal Year	Total Taxes Levied for Fiscal Year	Collected Within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2014	\$ 215,752	\$ 208,173	96.49%	n/a	\$ 208,173	96.49%
2015	235,147	229,355	97.54%	n/a	229,355	97.54%
2016	311,616	315,454	101.23%	n/a	315,454	101.23%
2017	374,285	361,093	96.48%	n/a	361,093	96.48%
2018	627,445	612,844	97.67%	n/a	612,844	97.67%
2019	939,870	913,924	97.24%	n/a	913,924	97.24%
2020	1,000,138	972,399	97.23%	n/a	972,399	97.23%
2021	1,079,361	1,042,008	96.54%	n/a	1,042,008	96.54%
2022	1,166,479	1,119,902	96.01%	n/a	1,119,902	96.01%
2023	1,331,565	1,291,263	96.97%	n/a	1,291,263	96.97%

Source: Palm Beach County Property Appraiser and Town of Loxahatchee Groves Finance Department

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Demographic and Economic Statistics

Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Population (1)</u>	<u>Average Household Income (2)</u>	<u>Per Capita Personal Income (2)</u>	<u>Unemployment Rate (3)</u>
2014	3,183	91,254	33,986	6.8%
2015	3,180	90,428	32,209	7.2%
2016	3,271	93,063	31,639	10.0%
2017	3,342	97,669	31,369	11.1%
2018	3,384	99,332	33,041	not available
2019	3,593	105,473	34,251	not available
2020	3,661	114,497	41,645	8.63%
2021	3,426	124,771	43,184	7.23%
2022	3,379	104,792	47,093	5.10%
2023	3,375	137,363	49,504	2.10%

(1) Population estimate as published by the University of Florida,
Bureau of Economic and Business Research.

(2) American Community Surveys, U.S. Census Bureau

(3) American Community Survey, DP03

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Direct and Overlapping Governmental Activities Debt
 Fiscal year ended September 30, 2023

Government Unit	Net Debt Outstanding	Estimated Percentage Applicable(1)	Amount Applicable to Town of Loxahatchee Groves
Debt repaid with property taxes:			
Palm Beach County School Board	\$ 6,240,000	0.17%	\$ 10,608
Palm Beach County	<u>\$ 16,370,000</u>	0.17%	<u>\$ 27,829</u>
Subtotal, overlapping debt	<u>\$ 22,610,000</u>		<u>\$ 38,437</u>
Other debt:			
Town of Loxahatchee Groves direct debt	\$ -	100.00%	\$ -
Total direct and overlapping debt	<u><u>\$ 22,610,000</u></u>		<u><u>\$ 38,437</u></u>

Sources: FY2022 and FY2023 Annual Comprehensive Financial Reports

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town of Loxahatchee Groves. This process recognizes that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt.

- (1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values by taking the value that is within the Town's boundaries and dividing it by the County's and School Boards total taxable assessed value. This approach was also used for the other debt.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Principal Employers - Palm Beach County

Last year and ten years ago

September 30, 2023

Employer	2023			2014		
	EMPLOYEES	RANK	Percentage of Total County Employment	EMPLOYEES	RANK	Percentage of Total County Employment
Palm Beach County School District	22,426	1	3.27%	21,449	1	3.31%
Palm Beach County Government	5,753	2				
Tenet Healthcare Corp.	5,734	3	0.84%	6,100	2	0.94%
				5,330	3	0.82%
NextEra Energy (Florida Power & Light)	5,330	4	0.78%	3,804	4	0.59%
Wackenhut				3,000	5	0.46%
Florida Atlantic University	5,059	5	0.74%	2,980	6	0.46%
Boca Raton Regional Hospital	3,135	6	0.46%	2,250	10	0.35%
Veterans Health Administration	2,600	7	0.38%	2,700	8	0.42%
Hospital Corporation of America (HCA)	2,419	8	0.35%	2,714	7	0.42%
The Breakers	2,300	9	0.34%			
Baptist Health/Bethesda Memorial	2,282	10	0.33%	2,643	9	0.41%
	<u>57,038</u>		<u>7.49%</u>	<u>52,970</u>		<u>8.18%</u>

Source: Business Development Board of Palm Beach County, 2014 CAFR

Note: The Town is not a significant area for employment but rather a residential community. Therefore, Palm Beach County statistics were used.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Full-Time Equivalent Town Government Employees by Function
 Last Ten Fiscal Years

Function	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Legislative	(1)	(1)	(1)	(1)	(1)	0	0	0	0	0
Clerk	(1)	(1)	(1)	(1)	(1)	1	1	1	1	1
General government	(1)	(1)	(1)	(1)	(1)	4	4	4	4	4
Community Development	(1)	(1)	(1)	(1)	(1)	2	2	2	2	2
Public Works	(1)	(1)	(1)	(1)	4, (1)	5	7	7	10	10
Parks	(1)	(1)	(1)	(1)	(1)	0	0	0	0	0
Public Safety: Police	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)

(1) - Town Manager and Town Clerk as well as other managerial services are provided by a private management company.

(2) - Police services contracted through Palm Beach County.

Source: Town of Loxahatchee Groves Finance Department

TOWN OF LOXAHATCHEE GROVES, FLORIDA
 Operating Indicators by Function
 Last Ten Fiscal Years (1)

Function/Program	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Safety										
Police:										
Number of emergency calls for service	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Number of non-emergency calls for service	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Number of arrests	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Number of uniformed officers	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Building and Zoning:	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Number of building permits issued	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Number of certificates of use issued	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Number of occupational licenses issued	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Culture and Recreation										
Number of parks	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)

(1) - The Town contracts with the County for these services.

(2) - The Town does not own any parks at this time.

Source: Town Clerk

OTHER INFORMATION SECTION

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Information Required by Section 218.39(3)(c), Florida Statutes
For the Fiscal Year Ended December 31, 2023
Unaudited

As required by Section 218.39(3)(c), Florida Statutes, the Loxahatchee Groves Water Control District of Palm Beach Counth, Florida reported

Required Information		Reported
The total number of district employees compensated in the last pay period of the District's fiscal year 2023.:		11
The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year 2023:		1
All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency for fiscal year 2023:		648,339
All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency for fiscal year 2023:		2,500.00
Each construction project with a total cost of at least \$65,000 approved by the District that was scheduled to begin on or after October 1 of the fiscal year 2023, together with the total expenditures for such project:		
Project	Budget	
none		
A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year 2023 being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes:		See Page 44
The millage rate of ad valorem taxes imposed by the District for fiscal year 2022:		Not Applicable
The rate of non-ad valorem special assessments imposed by the District for fiscal year 2023:		200.00 to 827.16
The total amount of special assessments collected by or on behalf of the District for fiscal year 2023:		1,504,651.00
The total amount of outstanding bonds issued by the district and the terms of such bonds:		-

COMPLIANCE SECTION



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of Town of Loxahatchee Groves, Florida, (the Town), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated April 24, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April 24, 2024

TOWN OF LOXAHATCHEE GROVES, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

PRIOR YEAR COMMENTS AND STATUS

- **FINANCIAL STATEMENTS**

The following addresses the status of financial statement findings reported in the fiscal year ended September 30, 2022 Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*:

Matters that are not repeated in the accompanying schedule of findings and responses:

- 2016-1 Updated Policies and Procedures Manual



Accountants

Advisors

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Loxahatchee Groves, Florida (the Town) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 24, 2024.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 24, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556 (7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. This assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and members of the Town Council and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April 24, 2024



Accountants

Advisors

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415 FLORIDA STATUTES

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

We have examined the Town of Loxahatchee Groves, Florida, (the Town), compliance with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2022, to September 30, 2023. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with specified requirements. In our opinion, the Town complied, in all material respects, with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2022, to September 30, 2023.

This report is intended solely for the information and use of management, the Mayor, the Town Council, others within the Town and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April 24, 2024



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Presentation of Final Annual Comprehensive Financial Report for Fiscal Year 2022-2023

Background:

Attached is the 2023 Fiscal Year Annual Comprehensive Financial Report.

Andrew Fierman, CPA from Caballero Fierman Llerena & Garcia, LLP will present the report to the Town Council.

Recommendation:

Receive and File.

Town of Loxahatchee
Budget to Actual
 March 31, 2024

Item 16.

		March	YTD	Budgeted	Balance	FY24% Used Thru 3/31/24	FY23 % Used Thru 3/31/23
001 - General Fund							
<u>REVENUES</u>							
001-01-31-311-31000	Ad Valorem Taxes	<u>\$32,242.75</u>	\$1,286,055.20	\$1,502,208	\$216,153.20	85.61%	85.93%
001-01-31-314-31410	Electric Utility Tax	<u>\$30,143.20</u>	\$186,762.98	\$391,000	\$204,237.02	47.77%	41.31%
001-01-31-314-31480	Utility Service Tax- Propane	<u>\$1,262.00</u>	\$11,482.52	\$11,000	(\$482.52)	104.39%	53.43%
001-01-31-315-31500	Communication Services	<u>\$8,340.61</u>	\$39,288.37	\$94,000	\$54,711.63	41.80%	42.46%
001-01-31-316-31600	Local Business Tax	<u>\$599.64</u>	\$60,037.61	\$100,000	\$39,962.39	60.04%	71.57%
001-01-32-323-32310	FPL Franchise Fee	<u>\$24,201.66</u>	\$152,134.44	\$310,000	\$157,865.56	49.08%	38.00%
001-01-32-323-32330	PBC Water Utility Franchise	<u>\$9,011.02</u>	\$27,711.78	\$30,000	\$2,288.22	92.37%	74.19%
001-01-32-323-32360	PBC Sewer Utility Franchise	<u>\$1,033.84</u>	\$5,411.53	\$0	(\$5,411.53)	NA	0.00%
001-01-32-323-32370	Solid Waste Franchise	<u>\$32,695.11</u>	\$90,260.89	\$190,000	\$99,739.11	47.51%	59.06%
001-01-32-323-32390	Hauler's Franchise Fee	<u>\$0.00</u>	\$2,938.00	\$6,800	\$3,862.00	43.21%	88.65%
001-01-32-329-32900	Building Permits	<u>\$70,552.48</u>	\$128,909.05	\$200,000	\$71,090.95	64.45%	41.94%
001-01-32-329-32901	Other Permits	<u>\$50.00</u>	\$50.00	\$60,000	\$59,950.00	0.08%	13.66%
001-01-32-329-32902	RV Registrations	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA	NA
001-01-32-329-32903	Floodplain Development Application	<u>\$0.00</u>	\$5,250.00	\$0	(\$5,250.00)	NA	NA
001-01-32-329-32904	Water Use Permits	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA	NA
001-01-32-329-32905	Alarm Registration	<u>\$918.75</u>	\$2,793.75	\$0	(\$2,793.75)	NA	NA
001-01-32-329-32906	Right of Way Permit	<u>\$0.00</u>	\$600.00	\$0	(\$600.00)	NA	NA
001-01-32-329-32940	Watershed Permits	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA	NA
001-01-32-341-34135	Administrative Charge Dependent District	<u>\$172,500.00</u>	\$172,500.00	\$172,500	\$0.00	100.00%	100.00%
001-01-33-335-35120	Municipal Revenue Sharing	<u>\$7,088.32</u>	\$35,441.60	\$86,000	\$50,558.40	41.21%	41.33%
001-01-33-335-35140	Mobile Home License, State	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA	NA
001-01-33-335-35150	Alcoholic Beverage License Tax	<u>\$0.00</u>	\$0.00	\$6,000	\$6,000.00	0.00%	0.00%
001-01-33-335-35180	Half Cent Sales Tax	<u>\$28,368.37</u>	\$145,896.20	\$330,000	\$184,103.80	44.21%	50.99%
001-01-34-341-34000	General Government Charges	<u>\$206.00</u>	\$2,713.60	\$9,000	\$6,286.40	30.15%	37.46%
001-01-34-341-34180	Planning and Zoning Fees	<u>\$500.00</u>	\$32,809.00	\$0	(\$32,809.00)	NA	NA
001-01-34-341-34190	Cost Recovery Fees	<u>\$3,315.83</u>	\$93,615.65	\$210,000	\$116,384.35	44.58%	32.03%
001-01-35-351-35150	Court Fines	<u>\$329.50</u>	\$2,113.00	\$0	(\$2,113.00)	NA	224.17%
001-01-35-354-35400	Code Enforcement Fines	<u>\$468.10</u>	\$2,702.15	\$10,000	\$7,297.85	27.02%	12.49%
001-01-35-354-35401	Alarm Violation	<u>\$0.00</u>	\$243.75	\$0	(\$243.75)	NA	NA
001-01-35-354-35410	Tree Mitigation	<u>\$0.00</u>	\$746,865.00	\$0	(\$746,865.00)	NA	NA
001-01-35-354-35420	Tree Mitigation Fees	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA	NA
001-01-36-361-36110	Interest	<u>\$0.00</u>	\$4,278.88	\$5,000	\$721.12	85.58%	155.57%
001-01-36-361-36111	Interest (SBA)	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA	NA
001-01-36-369-36990	Other Miscellaneous Revenue	<u>\$381.80</u>	\$381.30	\$1,000	\$618.70	38.13%	46.29%
001-01-38-381-38100	Transfer from Fund Balance	<u>\$0.00</u>	\$506,059.00	\$506,059	\$0.00	NA	NA
001-14-36-361-36110	Interest for FMIVT	<u>\$0.00</u>	\$3,350.46	\$0	(\$3,350.46)	NA	230.32%
Total Revenues		\$251,708.98	\$3,748,655.71	\$4,230,567	\$481,911.69	88.61%	64.20%

Town of Loxahatchee
Budget to Actual
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Item 16.

EXPENSES	March	YTD	Budgeted	Balance	FY24% Used	FY23 %	
					Thru 3/31/24	Used Thru 3/31/23	
001-10-51-511-51200	Regular Salaries- Town Council	<u>\$3,750.00</u>	\$22,500.00	\$45,000	\$22,500.00	50.00%	50.00%
001-10-51-511-52100	FICA Taxes- Town Council	<u>\$309.40</u>	\$1,502.00	\$3,443	\$1,941.00	43.62%	50.00%
001-10-51-511-53100	Lobbying Services	<u>\$53.00</u>	\$27,136.30	\$70,000	\$42,863.70	38.77%	NA
001-10-51-511-53101	Town Council Legal Expenses	<u>\$3,807.00</u>	\$16,661.50	\$0	(\$16,661.50)	NA	NA
001-10-51-511-54000	Travel	<u>\$0.00</u>	\$1,129.38	\$5,000	\$3,870.62	22.59%	5.56%
001-10-51-511-55400	Books, Publications, Subscriptions	<u>\$0.00</u>	\$3,143.95	\$5,000	\$1,856.05	62.88%	92.20%
001-10-51-511-55500	Education & Training	<u>\$0.00</u>	\$0.00	\$3,000	\$3,000.00	0.00%	NA
001-10-51-511-58200	Special Events/ Contributions	<u>\$1,000.00</u>	\$10,811.61	\$10,000	(\$811.61)	108.12%	63.90%
001-12-51-512-51200	Regular Salaries- Town Hall	<u>\$17,014.63</u>	\$207,755.51	\$518,013	\$310,257.95	40.11%	50.02%
001-12-51-512-51400	Overtime- Town Hall	<u>\$1,003.58</u>	\$7,283.74	\$17,500	\$10,216.26	41.62%	6.02%
001-12-51-512-52100	FICA Taxes- Town Hall	<u>\$1,257.74</u>	\$15,938.94	\$39,628	\$23,689.13	40.22%	57.29%
001-12-51-512-52200	Retirement FRS- Town Hall	<u>\$6,132.58</u>	\$47,394.08	\$106,502	\$59,107.52	44.50%	39.72%
001-12-51-512-52300	Health and Life Insurance- Town Hall	<u>\$3,222.58</u>	\$27,673.84	\$53,366	\$25,692.36	51.86%	19.45%
001-12-51-512-52400	Worker's Compensation- Town Hall	<u>\$0.00</u>	\$2,552.49	\$1,805	(\$747.31)	141.40%	453.41%
001-12-51-512-53400	Other Services	<u>\$0.00</u>	\$30,104.20	\$3,000	(\$27,104.20)	1,003.47%	101.03%
001-12-51-512-54000	Travel	<u>\$0.00</u>	\$1,243.91	\$9,000	\$7,756.09	13.82%	36.90%
001-12-51-512-54200	Postage and Freight	<u>\$109.97</u>	\$285.92	\$3,000	\$2,714.08	9.53%	63.57%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	<u>\$1,696.85</u>	\$7,822.32	\$8,000	\$177.68	97.78%	24.58%
001-12-51-512-54930	Election Expense	<u>\$0.00</u>	\$1,150.00	\$20,000	\$18,850.00	5.75%	2.42%
001-12-51-512-54960	Legal Advertising	<u>\$0.00</u>	\$2,769.84	\$5,000	\$2,230.16	55.40%	138.10%
001-12-51-512-54998	Pending P-Card	<u>\$17,529.50</u>	\$17,529.50	\$0	(\$17,529.50)	NA	NA
001-12-51-512-55100	Office Supplies	<u>\$1,441.08</u>	\$10,415.39	\$10,000	(\$415.39)	104.15%	147.36%
001-12-51-512-55400	Books, Publications, Subscriptions	<u>\$1,007.99</u>	\$7,024.22	\$6,000	(\$1,024.22)	117.07%	45.11%
001-12-51-512-55500	Education & Training	<u>\$0.00</u>	\$167.00	\$4,000	\$3,833.00	4.18%	22.50%
001-14-51-513-53110	Payroll Fees	<u>\$819.93</u>	\$4,305.61	\$8,000	\$3,694.39	53.82%	94.58%
001-14-51-513-53200	Accounting and Auditing	<u>\$6,250.00</u>	\$66,424.46	\$100,000	\$33,575.54	66.42%	53.97%
001-14-51-513-53300	Compliance Auditing	<u>\$0.00</u>	\$3,000.00	\$25,000	\$22,000.00	12.00%	NA
001-14-51-513-54910	Bank and Merchant Account Charges	<u>\$1,076.22</u>	\$7,356.20	\$10,000	\$2,643.80	73.56%	NA
001-16-51-514-53100	Legal Fees	<u>\$17,486.50</u>	\$104,151.99	\$175,000	\$70,848.01	59.52%	82.84%
001-18-51-515-51200	Regular Salaries- Building	<u>\$9,048.75</u>	\$36,279.30	\$82,000	\$45,720.70	44.24%	NA
001-18-51-515-51400	Overtime- Building	<u>\$757.50</u>	\$2,226.02	\$1,500	(\$726.02)	148.40%	NA
001-18-51-515-52100	FICA Taxes- Building	<u>\$750.18</u>	\$3,080.42	\$6,388	\$3,307.33	48.22%	NA
001-18-51-515-52200	Retirement FRS- Building	<u>\$1,330.71</u>	\$5,220.96	\$11,331	\$6,109.99	46.08%	NA
001-18-51-515-52300	Health and Life Insurance- Building	<u>\$898.33</u>	\$3,542.20	\$9,319	\$5,777.11	38.01%	NA
001-18-51-515-52400	Worker's Compensation- Building	<u>\$0.00</u>	\$0.00	\$134	\$133.60	0.00%	NA
001-18-51-518-53100	Professional Service- Building Protective Services	<u>\$0.00</u>	\$4,320.00	\$65,000	\$60,680.00	6.65%	NA
001-20-51-515-53400	Other Services- Planning Process	<u>\$0.00</u>	\$7,188.75	\$4,000	(\$3,188.75)	179.72%	NA
001-20-51-515-53420	Comprehensive Plan	<u>\$968.75</u>	\$12,631.25	\$30,000	\$17,368.75	42.10%	19.13%

Town of Loxahatchee
Budget to Actual
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	March	YTD	Budgeted	Balance	FY24% Used Thru 3/31/24	FY23 % Used Thru 3/31/23	
001-20-51-515-53450	Planning & Zoning Contract	<u>\$3,500.00</u>	\$30,903.58	\$45,000	\$14,096.42	68.67%	30.65%
001-20-51-515-53451	Planner On Call	<u>\$0.00</u>	\$5,000.00	\$10,000	\$5,000.00	50.00%	12.86%
001-20-51-515-53490	Cost Recovery Expenditures	<u>\$3,626.25</u>	\$79,035.50	\$160,000	\$80,964.50	49.40%	50.25%
001-20-51-515-54960	Legal Advertising	<u>\$0.00</u>	\$1,354.84	\$9,500	\$8,145.16	14.26%	0.00%
001-22-51-519-51200	Regular Salaries- Code	<u>\$22,326.27</u>	\$60,856.02	\$91,780	\$30,923.98	66.31%	NA
001-22-51-519-51400	Overtime- Code	<u>\$397.50</u>	\$2,912.94	\$0	(\$2,912.94)	NA	NA
001-22-51-519-52100	FICA Taxes- Code	<u>\$1,773.52</u>	\$4,988.55	\$7,021	\$2,032.62	71.05%	NA
001-22-51-519-52200	Retirement FRS- Code	<u>\$1,591.48</u>	\$6,560.98	\$15,398	\$8,837.07	42.61%	NA
001-22-51-519-52300	Health and Life Insurance- Code	<u>\$979.36</u>	\$7,946.08	\$15,060	\$7,113.42	52.76%	NA
001-22-51-519-52400	Workers' Compensation- Code	<u>\$0.00</u>	\$5,756.88	\$4,071	(\$1,686.01)	141.42%	NA
001-22-51-519-53100	Professional Services - Legal	<u>\$4,675.06</u>	\$36,039.86	\$75,000	\$38,960.14	48.05%	NA
001-22-51-519-53150	Special Magistrate	<u>\$1,356.25</u>	\$5,831.25	\$25,000	\$19,168.75	23.33%	122.50%
001-22-51-519-53400	Other Services - Code	<u>\$718.75</u>	\$10,618.05	\$3,000	(\$7,618.05)	353.94%	0.00%
001-22-51-519-53491	Code Compliance Costs	<u>\$0.00</u>	\$2,081.50	\$0	(\$2,081.50)	NA	NA
001-22-51-519-54100	Legal Advertising	<u>\$0.00</u>	\$0.00	\$5,000	\$5,000.00	0.00%	0.00%
001-22-51-519-55500	Education & Training	<u>\$725.00</u>	\$1,375.00	\$1,000	(\$375.00)	137.50%	NA
001-22-51-519-56400	Machinery and Equipment	<u>\$10,125.00</u>	\$10,125.00	\$0	(\$10,125.00)		NA
001-24-51-524-53100	Building Permit Services	<u>\$10,500.00</u>	\$14,600.00	\$0	(\$14,600.00)	NA	NA
001-26-52-521-53410	Law Enforcement (PBSO)	<u>\$55,007.67</u>	\$385,053.69	\$661,000	\$275,946.31	58.25%	58.32%
001-31-51-519-54103	Cellular Services	<u>\$352.94</u>	\$3,379.53	\$7,500	\$4,120.47	45.06%	NA
001-31-51-519-54105	Website Costs	<u>\$0.00</u>	\$18,125.00	\$20,000	\$1,875.00	90.63%	NA
001-31-51-519-54107	Internet Service	<u>\$0.00</u>	\$3,040.72	\$12,000	\$8,959.28	25.34%	NA
001-31-51-519-54109	Computer Services, Node (0), Office 365	<u>\$2,699.83</u>	\$11,702.25	\$30,000	\$18,297.75	39.01%	NA
001-31-51-519-54922	Computer Subscription Services	<u>\$9,504.00</u>	\$37,837.95	\$30,000	(\$7,837.95)	126.13%	NA
001-32-51-519-53400	Other Service- Janitorial and Maintenance	<u>\$2,000.00</u>	\$15,390.00	\$20,000	\$4,610.00	76.95%	166.24%
001-32-51-519-54100	Communication Services	<u>\$0.00</u>	\$9,190.00	\$0	(\$9,190.00)	NA	13.48%
001-32-51-519-54300	Utilities	<u>\$457.78</u>	\$3,100.94	\$10,000	\$6,899.06	31.01%	42.94%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc.	<u>\$684.00</u>	\$8,844.84	\$13,000	\$4,155.16	68.04%	46.24%
001-32-51-519-54500	Insurance other than Workers' Compensation	<u>\$249.50</u>	\$71,864.50	\$90,000	\$18,135.50	79.85%	57.58%
001-32-51-519-54600	Repair and Maintenance - Building	<u>\$374.50</u>	\$8,567.81	\$10,000	\$1,432.19	85.68%	3.39%
001-32-51-519-54910	Computer Hardware and Software	<u>\$0.00</u>	\$200.00	\$0	(\$200.00)	NA	90.19%
001-32-51-519-54920	Computer Services	<u>\$0.00</u>	\$5,918.98	\$0	(\$5,918.98)	NA	68.25%
001-78-51-519-58220	Loxahatchee Groves CERT	<u>\$0.00</u>	\$0.00	\$4,127	\$4,127.00	0.00%	NA
001-90-58-581-59305	Transfer to C.I.P Fund	<u>\$0.00</u>	\$0.00	\$1,202,853	\$1,202,853.00	0.00%	100.00%
001-90-58-581-59405	Transfer to Solid Waste Fund	<u>\$118,000.00</u>	\$118,000.00	\$175,000	\$57,000.00	67.43%	100.00%
	Transfer to Fund Balance	<u>\$0.00</u>	\$0.00	\$4,329	\$4,329.00	NA	NA
Total Expenses		<u>\$222,222.43</u>	\$1,715,925.04	\$4,230,568	\$2,514,642.67	40.56%	65.70%

Revenues Less Expenditures

\$2,032,730.67

Less Restricted Revenue (Tree Mitigation)

\$1,285,865.67

Town of Loxahatchee
Budget to Actual
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					FY24% Used Thru	FY23 % Used Thru	
		March	YTD	Budgeted	Balance	3/31/24	3/31/23
101 - Transportation Fund							
<u>REVENUES</u>							
101-01-31-312-34100	1st Local option Fuel Tax (6c)	<u>\$20,850.99</u>	\$106,859.50	\$278,836	\$171,976.50	38.32%	41.27%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	<u>\$10,024.82</u>	\$49,378.36	\$127,550	\$78,171.64	38.71%	41.08%
Total Revenues		<u>\$30,875.81</u>	<u>\$156,237.86</u>	<u>\$406,386</u>	<u>\$250,148.14</u>	38.45%	41.20%
<u>EXPENSES</u>							
101-40-58-581-59105	Transfer to Roads and Drainage	\$107,200.40	\$107,200.40	\$278,836	\$171,635.60	38.45%	100.00%
101-40-58-581-59305	Transfer to C.I.P Fund	\$49,037.46	\$49,037.46	\$127,550	\$78,512.54	38.45%	100.00%
Total Expenses		<u>\$156,237.86</u>	<u>\$156,237.86</u>	<u>\$406,386</u>	<u>\$250,148.14</u>	38.45%	100.00%
<u>Revenues Less Expenditures</u>		<u>\$0.00</u>					

Town of Loxahatchee
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					FY24% Used Thru	FY23 % Used Thru
March	YTD	Budgeted	Balance	3/31/24	3/31/23	
103 - Local Option Sales Tax (L.O.S.T) Fund						
<u>REVENUES</u>						
103-01-31-312-31260	Sales Tax Infrastructure	<u>\$23,775.82</u>	\$144,082.90	\$334,000	\$189,917.10	43.14% 54.02%
103-14-36-361-36110	Interest for FMIVT	<u>\$0.00</u>	\$19,764.23	\$0	(\$19,764.23)	NA NA
Total Revenues		<u>\$23,775.82</u>	<u>\$163,847.13</u>	<u>\$334,000</u>	<u>\$170,152.87</u>	<u>49.06% 59.12%</u>
<u>EXPENSES</u>						
103-40-58-581-59305	Transfer to C.I.P Fund	<u>\$162,296.08</u>	\$162,296.08	\$334,000	\$171,703.92	48.59% 100.00%
Total Expenses		<u>\$162,296.08</u>	<u>\$162,296.08</u>	<u>\$334,000</u>	<u>\$171,703.92</u>	<u>48.59% 100.00%</u>
<u>Revenues Less Expenditures</u>		<u>\$1,551.05</u>				

Town of Loxahatchee
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		March	YTD	Budgeted	Balance	FY24% Used Thru 3/31/24	FY23 % Used Thru 3/31/23
105 - Water Control District							
REVENUES							
105-01-32-325-32510	Other Assessments	<u>\$0.00</u>	\$0.00	\$30,000	\$30,000.00	0.00%	NA
105-01-32-325-32520	Road and Canal Maintenance Assessment	<u>\$32,061.00</u>	\$1,294,688.70	\$1,560,164	\$265,475.30	82.98%	84.68%
105-01-32-325-32522	Discount Fees	<u>(\$403.05)</u>	(\$47,019.28)	(\$62,407)	(\$15,387.28)	75.34%	63.56%
105-01-32-325-36990	Other Assessments - PBCSB	<u>\$0.00</u>	\$2,557.60	\$3,000	\$442.40	85.25%	0.00%
105-01-36-369-36990	Miscellaneous Revenue	<u>\$0.00</u>	\$629.38	\$5,000	\$4,370.62	12.59%	140.57%
105-01-38-381-38111	Contributions from Transportation Fund	\$107,200.40	\$107,200.40	\$278,836	\$171,635.60	38.45%	100.00%
	Carryover Line Items From FY23	\$320,928.00	\$320,928.00	\$320,928	\$0.00	100.00%	NA
	Fund Balance Appropriated	\$312,056.50	\$312,056.50	\$624,113	\$0.00	50.00%	NA
Total Revenues		<u>\$771,842.85</u>	<u>\$1,991,041.30</u>	<u>\$2,759,634</u>	<u>\$456,536.64</u>	<u>72.15%</u>	<u>89.88%</u>

EXPENSES

105-50-53-538-51200	Regular Salaries-Roads and Streets	<u>\$50,295.20</u>	\$248,647.20	\$729,322	\$480,674.58	34.09%	28.62%
105-50-53-538-51400	Overtime-Roads and Streets	<u>\$3,381.77</u>	\$13,258.34	\$18,500	\$5,241.66	71.67%	46.81%
105-50-53-538-51500	Special Pay-Roads and Streets	<u>\$308.00</u>	\$1,617.00	\$7,344	\$5,727.00	22.02%	33.08%
105-50-53-538-52100	FICA Taxes-Roads and Streets	<u>\$3,895.56</u>	\$20,031.12	\$53,544	\$33,512.58	37.41%	30.07%
105-50-53-538-52200	Retirement FRS-Roads and Streets	<u>\$8,896.87</u>	\$52,319.41	\$147,784	\$95,464.64	35.40%	28.36%
105-50-53-538-52300	Health and Life Insurance-Roads and Streets	<u>\$10,445.65</u>	\$50,660.08	\$58,925	\$8,265.30	85.97%	29.21%
105-50-53-538-52400	Worker's Compensation-Roads and Streets	<u>\$0.00</u>	\$30,307.63	\$27,792	(\$2,515.24)	109.05%	323.86%
105-50-53-538-51201	Salaries-Canal Restoration	<u>\$0.00</u>	\$58,955.68	\$114,400	\$55,444.32	51.53%	NA
105-50-53-538-51401	Overtime-Canal Restoration	<u>\$0.00</u>	\$1,387.48	\$0	(\$1,387.48)	NA	NA
105-50-53-538-52101	FICA Taxes & Medicare-Canal Restoration	<u>\$0.00</u>	\$4,487.53	\$8,751	\$4,263.47	51.28%	NA
105-50-53-538-52201	Retirement FRS-Canal Restoration	<u>\$0.00</u>	\$8,188.57	\$19,193	\$11,004.43	42.66%	NA
105-50-53-538-52301	Health and Life Insurance-Canal Restoration	<u>\$0.00</u>	\$16,422.67	\$12,604	(\$3,818.67)	130.30%	NA
105-50-53-538-52401	Worker's Compensation-Canal Restoration	<u>\$0.00</u>	\$8,995.00	\$8,995	\$0.00	100.00%	NA
105-50-53-538-53102	Professional Service - Drug Test	<u>\$120.00</u>	\$985.00	\$2,000	\$1,015.00	49.25%	18.82%
105-50-53-538-53200	Accounting and Auditing	<u>\$6,250.00</u>	\$21,750.00	\$40,981	\$19,231.00	53.07%	46.73%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	<u>\$1,753.38</u>	\$22,066.83	\$72,717	\$50,650.17	30.35%	38.32%
105-50-53-538-53480	Other Services - PBC Admin Fee	<u>\$316.59</u>	\$14,069.16	\$15,602	\$1,532.84	90.18%	19.37%
105-50-53-538-54100	Communication Services	<u>\$3,876.12</u>	\$21,323.83	\$24,000	\$2,676.17	88.85%	91.37%
105-50-53-538-54300	Utilities	<u>\$2,249.61</u>	\$4,554.57	\$18,115	\$13,560.43	25.14%	33.57%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc.	<u>\$55,600.97</u>	\$161,632.93	\$290,667	\$129,034.07	55.61%	65.75%
105-50-53-538-54500	Insurance other than Workers' Compensation	<u>\$249.50</u>	\$66,823.39	\$60,000	(\$6,823.39)	111.37%	77.62%
105-50-53-538-54600	Building Maintenance	<u>\$0.00</u>	\$10,859.10	\$0	(\$10,859.10)	NA	NA
105-50-53-538-54680	Repair and Maintenance Svc -	<u>\$225.00</u>	\$748.00	\$69,548	\$68,800.00	1.08%	80.72%
105-50-53-538-54901	Indirect Cost Allocations	<u>\$172,500.00</u>	\$172,500.00	\$172,500	\$0.00	100.00%	100.00%

Town of Loxahatchee
Budget to Actual
 March 31, 2024

Item 16.

	March	YTD	Budgeted	Balance	FY24% Used Thru 3/31/24	FY23 % Used Thru 3/31/23
105-50-53-538-54910	Computer hardware & Software	<u>\$0.00</u>	\$925.00	\$20,000	\$19,075.00	4.63% 185.78%
105-50-53-538-54980	Uniforms	<u>\$1,054.05</u>	\$8,429.05	\$2,000	(\$6,429.05)	421.45% 94.71%
105-50-53-538-55100	Office Supplies	<u>\$1,157.60</u>	\$8,795.19	\$1,000	(\$7,795.19)	879.52% 162.58%
105-50-53-538-55210	Fuel	<u>\$3,436.33</u>	\$17,074.66	\$50,042	\$32,967.34	34.12% 30.72%
105-50-53-538-55220	Lubricants	<u>\$0.00</u>	\$0.00	\$7,632	\$7,632.00	0.00% 9.20%
105-50-53-538-55400	Books, Publications, Subscriptions	<u>\$16.00</u>	\$9,723.86	\$2,000	(\$7,723.86)	486.19% 5.04%
105-50-53-538-55500	Education & Training	<u>\$1,166.14</u>	\$1,629.19	\$2,000	\$370.81	81.46% 39.76%
105-50-53-538-55599	Resilient Florida Grant Expense	<u>\$0.00</u>	\$0.00	\$0	\$0.00	NA NA
305-50-53-538-56400	Machinery and Equipment	<u>\$12,333.00</u>	\$12,333.00	\$12,333	\$0.00	100.00% NA
105-50-54-541-53400	Engineering	<u>\$1,070.00</u>	\$17,782.50	\$40,000	\$22,217.50	NA NA
105-50-54-541-54440	Rental and Leases - Equip, Storage, etc.	<u>\$0.00</u>	\$4,961.25	\$0	(\$4,961.25)	NA NA
105-50-54-541-54670	Traffic Control Signs	<u>\$0.00</u>	\$929.00	\$28,996	\$28,067.00	3.20% 8.19%
105-50-54-541-54680	Repair and Maintenance - Machinery	<u>\$4,010.42</u>	\$44,614.60	\$40,000	(\$4,614.60)	111.54% 140.86%
105-50-54-541-55200	Operating Supplies	<u>\$2,262.53</u>	\$9,021.55	\$29,656	\$20,634.45	30.42% 20.46%
105-50-54-541-55300	Road Materials & Supplies	<u>\$2,276.25</u>	\$13,012.05	\$15,000	\$1,987.95	86.75% 4.01%
105-50-54-541-55310	Road Maintenance and Service	<u>\$950.00</u>	\$76,757.65	\$225,000	\$148,242.35	34.11% 7.28%
105-50-54-541-55500	Education & Training	<u>\$46.16</u>	\$46.16	\$1,000	\$953.84	4.62% 0.00%
105-50-54-541-56400	Capitalized Leases and Purchases of Equipment	<u>\$0.00</u>	\$957.82	\$0	(\$957.82)	NA NA
105-50-54-541-57301	Other Debt Service Costs	<u>\$0.00</u>	\$0.00	\$5,000	\$5,000.00	0.00% 0.00%
105-50-54-541-59305	Transfer to C.I.P Fund	<u>\$0.00</u>	\$0.00	\$304,691	\$304,691.00	NA NA
Total Expenses		<u>\$165,309.70</u>	\$1,239,583.05	\$2,759,634	\$1,520,051.25	44.92% 44.71%
Revenues Less Expenditures						
						<u>\$751,458.25</u>

Town of Loxahatchee
Budget to Actual
 March 31, 2024

Item 16.

		March	YTD	Budgeted	Balance	FY24% Used Thru 3/31/24	FY23 % Used Thru 3/31/23
305 - Capital Improvement Project (C.I.P) Fund							
REVENUES							
305-01-33-337-33700	Local Gov't Unit Grant - Physical Environment	<u>\$0.00</u>	\$0.00	\$750,000	\$750,000.00	0.00%	NA
305-01-33-337-33701	Resiliency Grant	\$0	\$0	\$350,000	\$350,000.00	0.00%	NA
305-01-38-381-38105	Contribution from Road and Drainage	\$0	\$0	\$304,691	\$304,691.00	0.00%	NA
305-01-38-381-38110	Contribution from General Fund	\$1,202,853.00	\$1,202,853.00	\$1,202,853	\$0.00	100.00%	100.00%
305-01-38-381-38111	Contributions from Transportation Fund	\$49,037.46	\$49,037.46	\$127,550	\$78,512.54	38.45%	100.00%
305-01-38-381-38112	Contributions From Surtax Fund	\$462,296.08	\$462,296.08	\$334,000	(\$128,296.08)	138.41%	100.00%
	Balances Brought Forward	\$0.00	\$2,585.00	\$664,550	\$661,965.00	0.39%	NA
Total Revenues		<u>\$1,714,186.54</u>	<u>\$1,716,771.54</u>	<u>\$3,733,644</u>	<u>\$2,016,872.46</u>	<u>45.98%</u>	<u>35.19%</u>
EXPENSES							
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	<u>\$5,395.00</u>	\$5,395.00	\$500,000	\$494,605.00	1.08%	NA
305-60-53-538-56335	Miscellaneous Culver Failures/Emergency Repairs	<u>\$0.00</u>	\$0.00	\$54,300	\$54,300.00	0.00%	NA
305-60-53-538-56336	11th Terrace and D Road Bridge Culvert	<u>\$0.00</u>	\$0.00	\$126,000	\$126,000.00	0.00%	NA
305-60-53-538-56337	Restoration of Canal Banks	<u>\$0.00</u>	\$0.00	\$205,794	\$205,794.00	0.00%	NA
305-60-53-538-56338	Miscellaneous Culvert Failures/Emergency Repairs	<u>\$0.00</u>	\$93,580.11	\$198,000	\$104,419.89	47.26%	NA
305-60-53-538-56348	B Road Culvert, FEMA, Funded Temp from Misc. Culvert	<u>\$0.00</u>	\$7,310.00	\$125,700	\$118,390.00	5.82%	NA
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Funded From 11th Terrace	<u>\$0.00</u>	\$105,288.50	\$126,000	\$20,711.50	83.56%	NA
305-60-54-541-56101	West C (Gruber to Forest Lane)	<u>\$0.00</u>	\$0.00	\$69,000	\$69,000.00	0.00%	NA
305-60-54-541-56102	West D (Gruber to Bunny Lane)	<u>\$0.00</u>	\$0.00	\$69,000	\$69,000.00	0.00%	NA
305-60-54-541-56103	E S To Southern	<u>\$0.00</u>	\$0.00	\$92,000	\$92,000.00	0.00%	NA
305-60-54-541-56104	Kerry Lane	<u>\$0.00</u>	\$0.00	\$69,000	\$69,000.00	0.00%	NA
305-60-54-541-56105	24th Fourth (E & W of F Road)	<u>\$0.00</u>	\$0.00	\$138,000	\$138,000.00	0.00%	NA
305-60-54-541-56106	161st Terrace North	<u>\$0.00</u>	\$0.00	\$460,000	\$460,000.00	0.00%	NA
305-60-54-541-56107	Gruber	<u>\$0.00</u>	\$0.00	\$115,000	\$115,000.00	0.00%	NA
305-60-54-541-56108	E Citrus	<u>\$0.00</u>	\$0.00	\$115,000	\$115,000.00	0.00%	NA
305-60-54-541-56109	147th	<u>\$0.00</u>	\$0.00	\$28,750	\$28,750.00	0.00%	NA
305-60-54-541-56329	West 25th Street N-paving Carryover	<u>\$0.00</u>	\$0.00	\$50,000	\$50,000.00	0.00%	NA
305-60-54-541-56305	E North to SN Road -Paving Carryover	<u>\$0.00</u>	\$0.00	\$154,885	\$154,885.00	0.00%	NA
305-60-54-541-56307	West G Road- Paving Carryover	<u>\$0.00</u>	\$0.00	\$97,500	\$97,500.00	0.00%	NA
305-60-54-541-56311	Folsom Road- Paving Carryover	<u>\$0.00</u>	\$0.00	\$40,014	\$40,014.00	0.00%	NA
305-60-54-541-56154	161st and A Rd Bridge Culvert Carryover	<u>\$0.00</u>	\$2,740.50	\$108,000	\$105,259.50	0.00%	0.00%
305-60-54-541-56315	South E and Citrus	<u>\$0.00</u>	\$0.00	\$35,000	\$35,000.00	0.00%	NA

Town of Loxahatchee
Budget to Actual
 March 31, 2024

Item 16.

	March	YTD	Budgeted	Balance	FY24% Used Thru 3/31/24	FY23 % Used Thru 3/31/23
305-60-54-541-56316	West C (Gruber to Forest Lane)	\$0.00	\$0.00	\$21,000	\$21,000.00	0.00% NA
305-60-54-541-56317	West D (Gruber to Forest Lane)	\$0.00	\$0.00	\$21,000	\$21,000.00	0.00% NA
305-60-54-541-56318	E S to Southern	\$0.00	\$0.00	\$28,000	\$28,000.00	0.00% NA
305-60-54-541-56319	Kerry Lane	\$0.00	\$0.00	\$10,500	\$10,500.00	0.00% NA
305-60-54-541-56321	24th Fourth (E & W of F Road)	\$0.00	\$0.00	\$21,000	\$21,000.00	0.00% NA
305-60-54-541-56322	Tangerine	\$0.00	\$0.00	\$35,000	\$35,000.00	0.00% NA
305-60-54-541-56323	E Citrus	\$0.00	\$0.00	\$35,000	\$35,000.00	0.00% NA
305-60-54-541-56324	147th	\$0.00	\$0.00	\$8,500	\$8,500.00	0.00% NA
305-60-54-541-56325	161st Terrance North	\$33,552.00	\$33,552.00	\$105,000	\$71,448.00	31.95% NA
305-60-54-541-56326	Casey Road	\$0.00	\$0.00	\$25,000	\$25,000.00	0.00% NA
305-60-54-541-56327	Gruber	\$0.00	\$0.00	\$35,000	\$35,000.00	0.00% NA
305-60-54-541-56328	B North	\$0.00	\$0.00	\$23,550	\$23,550.00	0.00% NA
305-60-54-541-56500	Trails	\$0.00	\$0.00	\$0	\$0.00	0.00% NA
305-60-54-541-56541	Resiliency Grant Expenditures unallocated carryforward	\$0.00	\$63,444.50	\$350,000	\$286,555.50	18.13% NA
		\$0.00	\$0.00	\$38,151	\$38,151.00	0.00% NA
Total Expenses		\$38,947.00	\$311,310.61	\$3,733,644	\$3,422,333.39	8.34% 22.27%
Revenues Less Expenditures						
						<u>\$1,405,460.93</u>

Town of Loxahatchee

Unaudited and Unadjusted Balance Sheet

At March 31, 2024

Item 16.

At March 31, 2024

001 - General Fund

Assets

001-00-00-223-10900	Cost Recovery A/R Reclass	\$140,916
001-00-10-101-10000	BU Pooled Cash	\$2,703,110
001-00-10-101-10010	Cash in Bank	\$408,904
001-00-11-101-10150	Accts REC	\$1,939
001-00-11-116-10150	Accts REC-Franchise and Utility	\$38,775
001-00-13-131-13101	Due To/ Due From Transportation Fund	\$6,153
001-00-13-131-13103	Due to / Due from L.O.S.T Fund	\$708,749
001-00-13-131-13105	Due to/Due from WCD	(\$1,019,011)
001-00-13-131-13140	Due To/Due From Solid Waste Fund	(\$491,888)
001-00-15-151-15100	Investment in FMIVT	\$147,928

Total Assets

\$2,645,575

Liabilities and Fund Balance

Liabilities

001-00-11-233-20230	Cost Recovery	\$66,000
001-00-11-233-20240	Tree Mitigation	\$29,035
001-00-11-233-20242	Tree Mitigation Bond	\$68,554
001-00-20-202-20000	Accounts Payable	\$39,873
001-00-20-202-20003	Accounts Payable BOA-Credit Cards	(\$4,183)
001-00-20-202-20050	Due to Other Governments	\$43,029
001-00-20-202-20060	Due to State BTR	\$3,164
001-00-20-202-20078	Due to State DCA	\$2,181

Total Liabilities

\$247,654

Fund Balance

001-00-28-284-28400	Fund Balance	\$1,651,056
	Restricted For Tree Mitigation	\$746,865

Total Fund Balance

\$2,397,921

Total Liabilities and Fund Balance

\$2,645,575

Town of Loxahatchee

Unaudited and Unadjusted Balance Sheet

At March 31, 2024

Item 16.

		<u>At March 31, 2024</u>
101 - Transportation Fund		
Assets		
101-00-10-101-10000	BU Pooled Cash	(\$156,238)
101-00-10-101-10010	Cash In Bank	\$161,998
101-00-13-131-13001	Due To/Due From General Fund	(\$6,153)
Total Assets		<u><u>(\$393)</u></u>
 Liabilities and Fund Balance		
 Fund Balance		
101-00-28-284-28400	Fund Balance	(\$393)
Total Fund Balance		<u><u>(\$393)</u></u>
 Total Liabilities and Fund Balance		<u><u>(\$393)</u></u>

Town of Loxahatchee

Unaudited and Unadjusted Balance Sheet

At March 31, 2024

Item 16.

		<u>At March 31, 2024</u>
103 - Local Option Sales Tax (L.O.S.T) Fund		
Assets		
103-00-10-101-10000	BU Pooled Cash	(\$162,296)
103-00-13-131-13001	Due To/Due From General Fund	(\$708,749)
103-00-15-151-15100	Investment in FMIVT	\$872,596
Total Assets		<u><u>\$1,551</u></u>
 Liabilities and Fund Balance		
Fund Balance		
103-00-28-284-28400	Fund Balance	\$1,551
Total Fund Balance		<u><u>\$1,551</u></u>
 Total Liabilities and Fund Balance		 <u><u>\$1,551</u></u>

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
 At March 31, 2024

Item 16.

		<u>At March 31, 2024</u>
105 - Water Control District		
Assets		
105-00-10-101-10000	BU Pooled Cash	\$382,094
105-00-10-101-10010	Cash In Bank	(\$39,774)
105-00-10-101-10011	Cash in Hand	\$300
105-00-11-101-10150	Accts REC	\$1,173
105-00-13-131-13001	Due To/From General Fund	\$1,019,011
105-00-13-131-13135	Due To/From C.I.P. Fund	\$6,887
105-00-15-151-15110	Investment in SBA	\$372
Total Assets		<u><u>\$1,370,063</u></u>
Liabilities and Fund Balance		
Liabilities		
105-00-20-202-20000	Accounts Payable	\$21,528
Total Liabilities		<u><u>\$21,528</u></u>
Fund Balance		
105-00-28-284-28400	Fund Balance (Current Year)	\$1,348,535
Total Fund Balance		<u><u>\$1,348,535</u></u>
Total Liabilities and Fund Balance		<u><u>\$1,370,063</u></u>

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
 At March 31, 2024

Item 16.

		<u>At March 31, 2024</u>
305 - Capital Improvement Project (C.I.P) Fund		
Assets		
305-00-10-101-10000	BU Pooled Cash	\$1,490,305
305-00-10-101-10010	Cash In Bank	\$508,613
305-00-13-131-13105	Due to/Due from WCD	(\$6,887)
Total Assets		<u><u>\$1,992,031</u></u>
 Liabilities and Fund Balance		
Liabilities		
305-00-20-202-20000	Accounts Payable	\$127,504
305-00-20-202-20004	Retainage	\$104,594
Total Liabilities		<u><u>\$232,097</u></u>
 Fund Balance		
305-00-28-284-28400	Fund Balance	\$1,759,934
Total Fund Balance		<u><u>\$1,759,934</u></u>
 Total Liabilities and Fund Balance		<u><u>\$1,992,031</u></u>

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
 At March 31, 2024

Item 16.

		<u>At March 31, 2024</u>
405 - Solid Waste		
Assets		
405-00-10-101-10000	BU Pooled Cash	\$108,166
405-00-10-101-10010	Cash In Bank	\$22,680
405-00-13-131-13001	Due To/ Due From General Fund	\$491,888
Total Assets		<u><u>\$622,733</u></u>
 Liabilities and Fund Balance		
Liabilities		
405-00-20-202-20000	Accounts Payable	\$8,322
Total Liabilities		<u><u>\$8,322</u></u>
 Fund Balance		
405-00-28-284-28400	Fund Balance	\$614,411
Total Fund Balance		<u><u>\$614,411</u></u>
 Total Liabilities and Fund Balance		<u><u>\$622,733</u></u>

Town of Loxahatchee Groves
Vendor Payments Over \$10,000
October 1, 2023, through March 31, 2024

Vendor	Number of Payments	Total Paid
PBSO(Palm Beach Sheriffs Office)	7	385,053.69
Coastal Waste & Recycling	6	345,653.96
Torcivia Donlon Goddeau & Ansay PA	5	184,969.35
Engenuity Group, Inc.	18	182,088.25
Florida Municipal Ins. Trust	4	180,699.89
Palm Beach Aggregates, LLC	11	163,362.89
HLSS III Lox, LLC	1	135,933.00
Land Research Management	10	115,918.75
Florida Blue	10	114,976.80
Johnson-Davis, Inc	1	110,830.00
WBI Contracting of Palm Beach Inc	1	93,580.11
Florida Division of Retirement (FRS)	4	87,046.62
Santander Bank N A	1	55,425.92
John Deere Financial / Deere Credit, Inc.	1	54,796.57
United Rentals North America, Inc	10	53,923.19
Keshavarz & Associates	5	52,289.69
JW Cheatham LLC	1	50,273.82
Munilytics	5	50,147.59
Caballero Fierman Llerena & Garcia, LLP	3	44,700.00
CGP Agency, LLC	14	36,487.50
Ronald L. Book P.A.	2	32,499.96
Transystems	2	28,827.58
Hy-Byrd Inc	3	25,170.00
Node0 IT LLC	13	23,065.45
Palmdale Oil Company Inc	14	18,946.77
The Valiant Management Team LLC	4	16,075.00
Sullivan Electric & Pump Inc	3	15,866.58
Aquatic Vegetation Control Inc	6	13,017.25
Anago Cleaning Systems	7	11,290.00

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Office of the Town Attorney

VIA: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Discussion of Code Compliance and Foreclosures

Background:

At its meeting on April 2, 2024, the Town Council requested information regarding code compliance and foreclosures. Chapter 162, Florida Statutes, provides local governments with a framework for ensuring code compliance. Code section 14-1 adopts the procedures of Chapter 162. The following is a summary of the code compliance process and related legal issues.

Overall, the Town's approach to code compliance has been complaint-driven. Last year Town Council directed staff to continue this reactive approach to code compliance, with the exception of development without a floodplain development permit or approval, tree removal, unpermitted uses, more than 4 recreational vehicles on a property, and livestock waste dumping. Town staff has been proactive in initiating code compliance cases for violations of these identified regulations and continues to initiate cases based on complaints for all other violations.

Recent changes in state law have affected the complaint-driven model. For example, in 2021, the legislature amended section 162.06 to prohibit local governments from initiating enforcement proceedings based on anonymous complaints. The statute now requires that a complainant give a full name and address, which possibly has a chilling effect on reports and/or leads to the submission of false names and addresses associated with the complaint. This office has previously opined that false names and address do not comport with section 162.06. Despite the changes regarding anonymous complaints, the Town's code compliance officers are still able to initiate enforcement proceedings based on their own observations.

When a code officer finds that the property is not in compliance with the code, section 162.06(2) requires that the property owner be given notice of the violation and an opportunity to cure it. If the violation is not cured, the case then proceeds to a hearing before a special magistrate, who serves as a neutral decision-maker.

Based on the evidence presented at the hearing, the special magistrate determines whether a violation of the code exists. If the special magistrate finds that a violation exists, the special magistrate will provide a date certain by which the property owner must bring the property into compliance. If the property remains in violation past the date for compliance, fines may be assessed. A recorded order imposing fines becomes a lien on the property and all other property owned by the property owner in any County in which the order is recorded. After three months, the Town can foreclose on a lien attached to a non-homestead property. *See* section 162.09(3), Florida Statutes.

Whether to foreclose on a code enforcement lien involves a cost-benefit analysis that differs based on the property. As a threshold matter, it must be determined whether the property is homestead property. A search should also be performed to determine if the property owner owns additional property in Palm Beach County that may be foreclosed. A complete lien search should be done to determine whether there are other liens that would take priority. For example, tax liens take priority over Chapter 162 code enforcement liens, *see* section 197.122(1), Florida Statutes, and mortgages and cross-attaching code enforcement liens may take priority over more recent code enforcement liens. *See City of Palm Bay v. Wells Fargo Bank*, 114 So. 3d 924 (Fla. 2013). Then, the Town should consider the complexity of the particular case and the resources available to pursue the litigation. Historically, the Town has not foreclosed on code enforcement liens.

Inasmuch as it allows the imposition of daily fines, Chapter 162, Florida Statutes, is designed to encourage compliance. Additional time may be provided at the discretion of the special magistrate to allow compliance without incurring fines. Pursuant to section 14-4 of the Town's Code, the special magistrate also has the authority to consider and render decisions on applications for reductions, satisfactions and releases of code enforcement liens.

Recently, the Town has handled several cases based on violations for unpermitted uses. These cases have brought to light at least two aspects of the Town's Unified Land Development Code (ULDC) that often serve as a hurdle to achieving compliance. First is that the Town's current code does not contain a straightforward process for recognizing legal non-conformities. The code requires that the non-conformity must be verified by Town Council. This is an unusual process that, to date, no property owner has applied for. Second is the limited number of allowed uses available in the Agricultural Residential Zoning District, which comprises the majority of the Town. The limited uses allowed by the code are not obvious when looking at the existing uses on property throughout the Town. For example, as discussed during the Evaluation and Appraisal Report (EAR) process, there are numerous commercial businesses operating within the Town's Agricultural Residential Zoning District. This discrepancy in allowed and existing uses leads to additional uses that violate the Town's code and no clear path for the property owners to achieve compliance and maintain their livelihood within the Town. The options for complying violations for unpermitted use are to cease the unpermitted use or accrue daily fines. Town staff often hears that ceasing the unpermitted use will effectively shut down businesses and force property owners to leave the Town.

Recommendations:

Discussion by Town Council, if desired, and direction to staff.

Town of Loxahatchee Groves



Code Compliance Department

Quarterly Report

(January 1st – March 31st, 2024)

MISSION STATEMENT

"To protect the health safety and welfare of residents, visitors & property through education cooperation and voluntary compliance.

CODE COMPLIANCE OBJECTIVES

Code Compliance is tasked with the primary objective of achieving voluntary compliance with our residents in violation. Often residents in violation are not aware they are in violation. Educational outreach is critical for achieving voluntary compliance.

The Town of has rural character. Most of the properties are a minimum of 5 acres with an enclosed fence. This prevents code from knocking on the resident's door as an outreach and educational method. The first point of communication will likely come after a courtesy letter is posted or a Notice of Violation (NOV) / Notice of Hearing (NOH) is posted.

Often the residents in violation will contact Code after an NOV / NOH or courtesy letter is posted on their property. The proper procedure is saving contact information from residents communicating with the code department. Being able to communicate with residents in violation is the best way to assist our residents coming into compliance voluntarily.

Assisting residents in violation with the process towards compliance is paramount. If you're able to communicate with a resident subject to a complaint, it's proper procedure to contact the resident prior to posting a NOV/NOH. Communicating by phone email or in person is acceptable. If the initial contact does not correct the violation a Notice of Violation will be issued, and a Magistrate hearing will be scheduled.

CODE COMPLIANCE DEPARTMENT DIRECTIVES

The Code Compliance Department is complaint driven. However, any violations a Code Officer sees in route responding to a complaint or during their everyday duties can also be processed as a violation.

In May & June of 2023 council direction confirmed a reactive approach identifying the following critical items on which to be pro-active / without complaint: FDAs; unauthorized clearing or construction; illegal manure; RVs visible from the road (more than 4); unpermitted uses such as commercial vehicles.

Anonymous complaints are not permitted by Florida Law.

FL State Statue 162.21 (b): A code enforcement officer may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an investigation may occur. This paragraph does not apply if the code enforcement officer has reason to believe that the violation

presents an imminent threat to public health, safety or welfare or imminent destruction of habitat or sensitive resources.

Accordingly, Code Enforcement will not create a complaint record for any potential violation that is reported anonymously. Potential violations that are reported by persons using fictitious names or addresses pseudonyms or aliases will be treated as anonymous complaints. The Town Code Enforcement reserves the right to consult the public records to verify the legitimacy of a complainant's name and address. Please note: Florida has a very broad public records law. The complainant's name and address along with any other information provided will become a public record and subject to public disclosure.

WORKING TOWARDS VOLUNTARY COMPLIANCE

When a Courtesy Notice or a Notice of Violation is posted on the property correcting the violation before a magistrate hearing is the objective. The numbers from the magistrate hearings do not reflect the number of code violations that have been resolved with town staff meetings phone calls or 1 on 1 meetings.

COURTESY LETTERS

Courtesy Letters are a great tool for outreach with residents in violation. Courtesy letters used in instances like vegetation overgrowth trailers parked in front of a residential home manure violations and bulk trash have had a high success rate achieving compliance. For some code violations a courtesy letter is not appropriate. For example, a resident bringing in fill in a flood hazard area without an FDA permit. This is not an instance where a courtesy letter would be effective.

CODE ACTIVITY THIS QUARTER (January – March 2024)

Cases:

Cases Open at Start of Period January 1, 2024,	128
Cases Opened During Period	12
Citizen Complaint(s)	28
Cases Opened as result of Complaint	2
Cases Closed During Period	77
Cases Closed due to compliance	67
Cases Closed due to dismissal	10
Cases Open at End of Period March 31, 2024,	63

Inspections

Inspections	131
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SPECIAL MAGISTRATE HEARINGS THIS QUARTER

1/17/2024 Magistrate Hearing

<u>Case Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Hearing Type</u>	<u>Violation</u>	<u>Result</u>	<u>Status</u>
23040031	Kandor Farm	1180 A Rd	Status / Fine Assess	FDA	Continuance – 2/21/24	open
23060011	MK Tropical	14188 North Rd	Status / Fine Assess	FDA	Continuance – 3/4/24	open
23010001	1815 E Street Lox	1815 E Rd	Status / Fine Assess	Zoning	Continuance	closed
23100003	Lantana Hldgs	16169 Southern Blvd	Status / Fine Assess	Trash	No Fines Assessed	closed
23100002	Safar Irrevocable Trust	15427 San Diego	Violation Hearing	Bldg Permits	Continuance – 2/21/24	open
23120002	3509 C Rd	3509 C Rd	Violation Hearing	Permits / Trees	Veg Exemption Executed 1/5/24	closed

2/5/2024 Magistrate Hearing

<u>Case Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Hearing Type</u>	<u>Violation</u>	<u>Result</u>	<u>Status</u>
23060004	Oliveira Trucking	970 D Rd	Status / Fine Assess	FDA	Continuance	closed
23050014	V Gonzalez	15977 44th St N	Status / Fine Assess	FDA	Continuance	closed
23040032	Jack Land	2056 F Rd	Status / Fine Assess	Zoning	Continuance – 4/17/24	open
2018-0577	R Shorr	1742 E Rd	Fine Reduction	Bldg Permits	Reduction Granted	closed

2/21/2024 Magistrate Hearing

<u>Case Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Hearing Type</u>	<u>Violation</u>	<u>Result</u>	<u>Status</u>
23010001	1815 E Street Lox	1815 E Rd	Status / Fine Assess	Zoning	Continuance	closed
23040031	Kandor Farm	1180 A Rd	Status / Fine Assess	FDA	I FDA & 2 ROW's issued	closed
23100002	Safar irrevocable Trust	15427 San Diego	Status / Fine Assess	Bldg Permits	Continuance – 6/19/24	open

3/4/2024 Magistrate Hearing

<u>Case Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Hearing Type</u>	<u>Violation</u>	<u>Result</u>	<u>Status</u>
23060011	MK Tropical	14188 North Rd	Status / Fine Assess	FDA	Continuance – 3/20/24	open
24020004	Lantana Hldgs	16169 Southern Blvd	Violation Hearing	Bldg Permits	Continuance – 4/30/24	open

3/20/2024 Magistrate Hearing

<u>Case Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Hearing Type</u>	<u>Violation</u>	<u>Result</u>	<u>Status</u>
23060011	MK Tropical	14188 North Rd	Status / Fine Assess	FDA	Continuance – 5/6/24	open
23080002	JFK Ranch	2331 F Rd	Status / Fine Assess	FDA	Continuance – 5/15/24	open
23100002	Safar irrevocable Trust	15427 San Diego	Status / Fine Assess	Bldg Permits	Continuance - 6/19/24	open

FINES & LIENS RUNNING AS OF APRIL 2024

RECORDED

CASE #	OWNER	ADDRESS	FINES / LIENS
22030002	Safar	15427 San Diego	Hearing 06/19
23050032	M Milian	13288 Compton	\$ 62218.10
22060001	M Milian	13288 Compton	\$ 625.00
22120005	M Milian	13288 Compton	\$ 85968.10
22120001	Laika Farm	14599 CC	\$ 234.05
23020001	Seiferth	3255 E Rd	In Court
23020002	Allegro	1362 E Rd	\$ 64468.10
23020005	1815 E St LOX	1815 E Rd	\$ 234.05
24020004	Lantana	16169 Southern	\$ 5468.10
23020006	Lantana	16169 Southern	\$ 20234.05
23010003	Lantana	16169 Southern	\$ 108452.50
23010006	Lantana	16169 Southern	Hearing 4/30
23020006	Lantana	16169 Southern	\$ 20234.05
23030001	Puttur	4427 Ian Trl	\$ 234.05
23030002	Enzo	1560 A Rd	\$ 234.05
22070015	M Nadialis	2135 F Rd	\$ 77250.00

CASE #	OWNER	ADDRESS	FINES / LIENS
22050001	Itskovich	1032 Hyde	\$ 127968.10
23080004	Itskovich	1032 Hyde	\$ 50968.00
23090001	Itskovich	1032 Hyde	\$ 117234.05
23050031	Itskovich	1032 Hyde	\$ 82984.05
23030005	Itskovich	1032 Hyde	\$ 94969.00
23040004	Darden	434 E Rd	\$ 234.05
23040005	Gold/Silver	15100 Scott Pl	\$ 234.05
23050020	Escue	1300 D Rd	\$ 47969.00
23040018	Escue	1300 D Rd	\$ 1000.00
2018-0574	Escue	1300 D Rd	\$ 261150.00
23040012	Escue	1300 D Rd	\$ 84219.00
23040013	Cherney	1666 C Rd	\$ 234.05
23040019	Nurse	2510 E Rd	\$ 234.05
23050015	Merkert	322 D Rd	\$ 234.05
23070002	Crowe	13237 24th Ct	\$ 234.05

Total fines above are approaching \$1.5 million primarily generated by violations on 4 properties (rounded by thousands) as follows as of end of April 2024:

- Escue Farms at 1300 D Rd: **\$395000**

- Milan 13288 Compton: \$150000
- Itskovich 1032 Hyde Park: \$475000
- Lantana Holdings 16169 Southern Blvd: \$140000

COURTESY LETTERS IN PROGRESS

<u>Case Number</u>	<u>Date Sent</u>	<u>Property Owner</u>	<u>Address</u>	<u>Purpose</u>	<u>Complaint Driven</u>
3183	3/20/2024	Marc Litzenberg	768 Hyde Pk	Bulk trash	No, (In Compliance now)

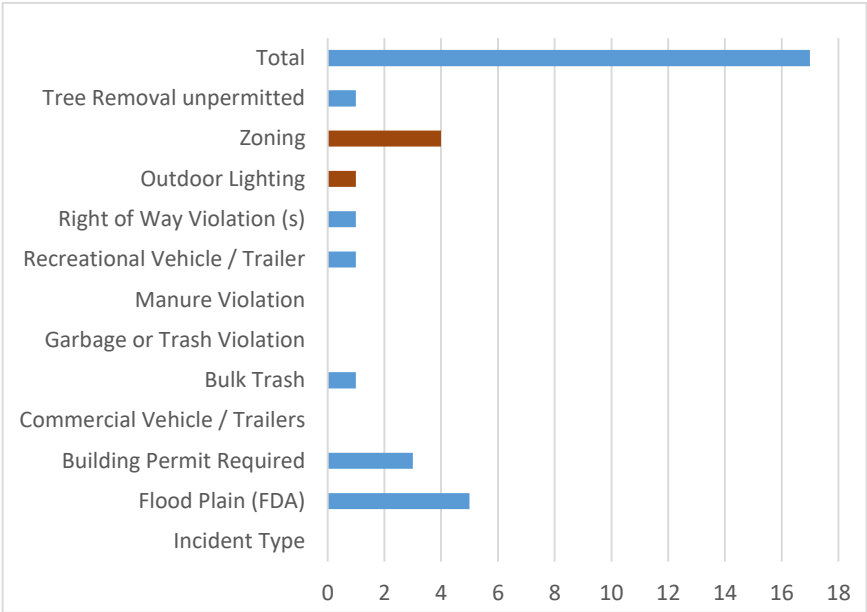
RESIDENTIAL & INSTITUTIONAL POTENTIAL SIGN VIOLATIONS (SIZE ONLY) FOR COURTESY LETTERS IN PROGRESS

- 394 TANGERINE DR
- 2100 B RD
- 2141 B RD
- 2379 B RD
- 2444 B RD
- 2585 B RD
- 2943 B RD
- 1535 B RD
- 3276 B RD
- 2580 A RD
- 2650 A RD
- 3701 C RD
- 3642 C RD
- B RD AND COLLECTING CANAL
- 15977 44TH ST N
- 16169 SOUTHERN BLVD
- 1102 HYDE PARK RD
- 2453 E RD
- 1483 E RD
- 1261 F RD
- 1584 F RD
- 14796 NORTH RD
- 14845 COLLECTING CANAL RD
- 14375 OKEECHOBEE BLVD
- 13960 OKEECHOBEE BLVD
- 14055 OKEECHOBEE BLVD
- 13667 OKEECHOBEE BLVD
- 13689 OKEECHOBEE BLVD
- F AND OKEECHOBEE BLVD
- 14055 OKEECHOBEE BLVD
- D AND OKEECHOBEE SW
- 14650 OKEECHOBEE BLVD
- 14920 OKEECHOBEE BLVD
- 14965 OKEECHOBEE BLVD
- 15310 OKEECHOBEE BLVD
- 15550 OKEECHOBEE BLVD
- 15720 OKEECHOBEE BLVD

- 15779 OKEECHOBEE BLVD
- 15960 OKEECHOBEE BLVD
- 3547 161ST TER N
- 13000 OKEECHOBEE BLVD
- 13095 OKEECHOBEE BLVD
- 14037 COLLECTING CANAL RD

Summary of Magistrate Cases by Incident

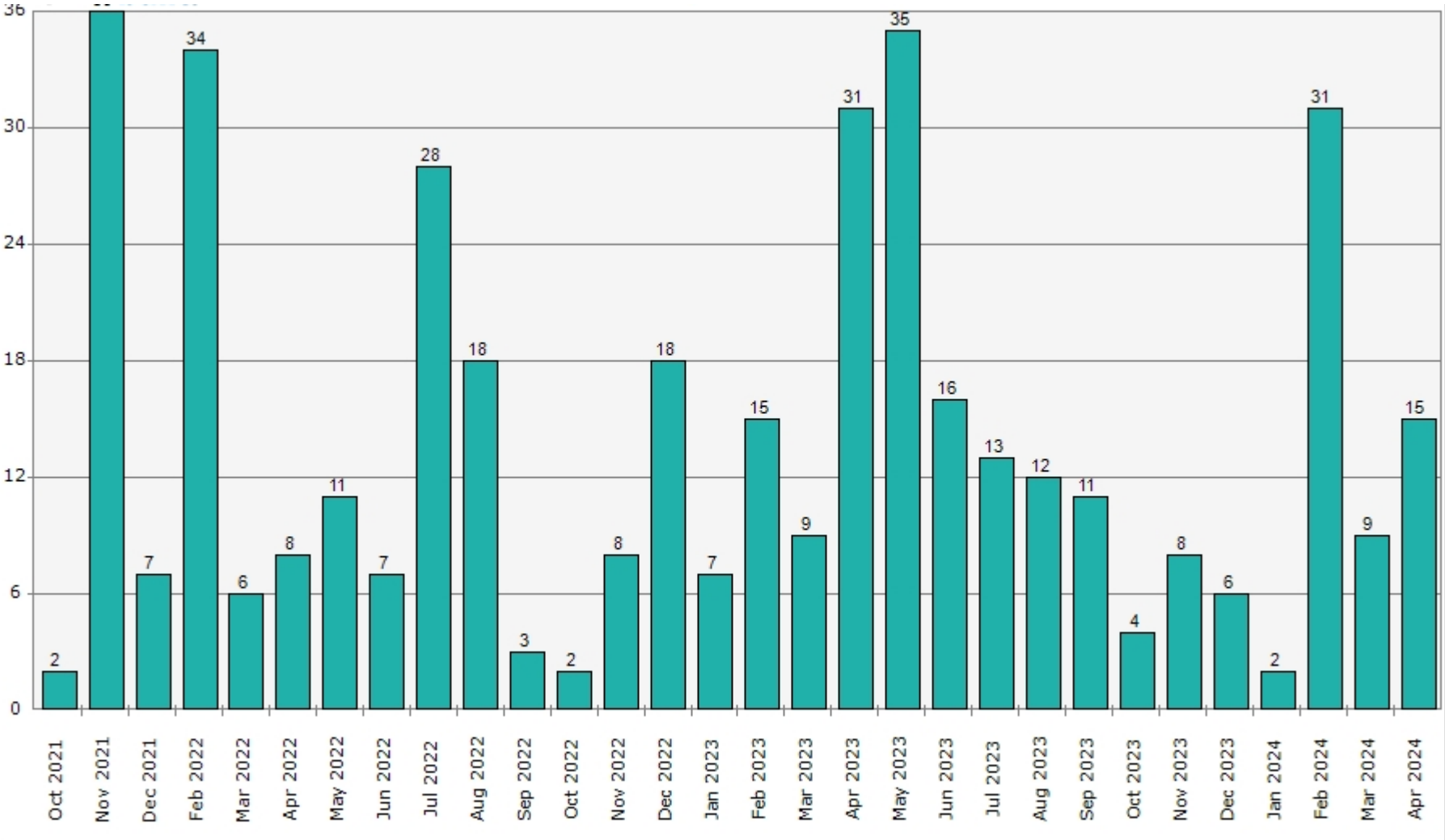
Incident Type	Number
Flood Plain (FDA)	5
Building Permit Required	3
Commercial Vehicle / Trailers	0
Bulk Trash	1
Garbage or Trash Violation	0
Manure Violation	0
Recreational Vehicle / Trailer	1
Right of Way Violation (s)	1
Outdoor Lighting	1
Zoning	4
Tree Removal unpermitted	1
Total	<u>17</u>



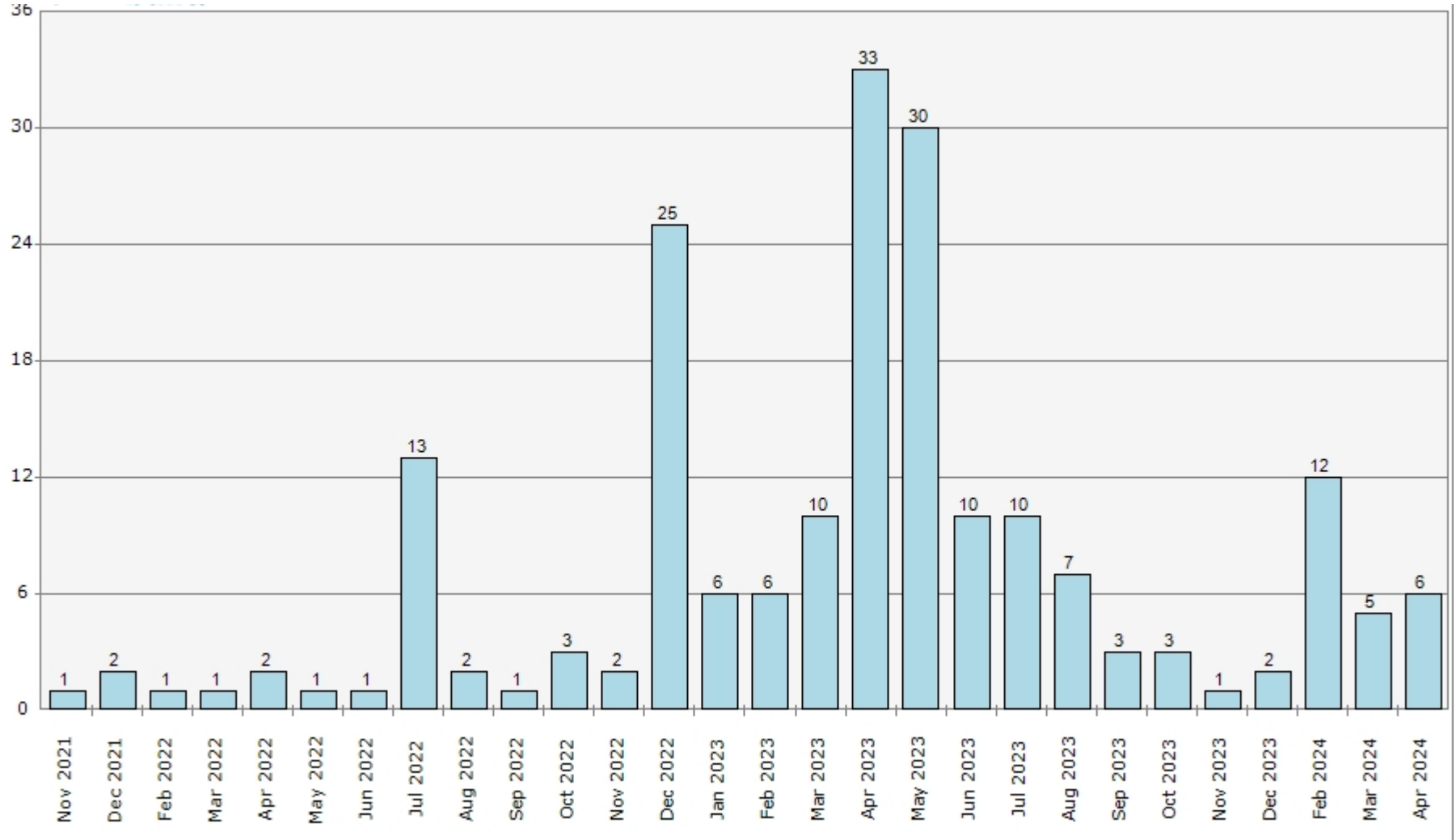
SUMMARY OF COMPLAINTS RECEIVED

<i>Received Via</i>	<i>Complainant</i>	<i>Property of Concern</i>	<i>Alleged Violation</i>	<i>Date of Complaint</i>	<i>Status</i>
GE951	Keith Harris	392 F Rd	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE952	Keith Harris	13537 CC	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE953	Keith Harris	14307 CC	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE954	Keith Harris	100 Temple	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE955	Keith Harris	14561 Tangerine	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE956	Keith Harris	14516 6th Ct N (Phyllis' house)	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE957	Keith Harris	394 Tangerine	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE958	Keith Harris	520 C RD	signs	2/9/2024	CLOSED- replaced w/ smaller banners/signs
GE959	Keith Harris	12955 CC	signs	2/11/2024	CLOSED- replaced w/ smaller banners/signs
GE960	Keith Harris	2100 B Rd	signs	2/11/2024	CLOSED- replaced w/ smaller banners/signs
GE961	Keith Harris	SW corner of Okee & C Rd	signs	2/11/2024	CLOSED- replaced w/ smaller banners/signs
GE962	Keith Harris	15151 Okee	signs	2/11/2024	CLOSED- replaced w/ smaller banners/signs
GE963	Keith Harris	14801 North Rd	signs	2/14/2024	CLOSED- replaced w/ smaller banners/signs
GE964	Keith Harris	1483 E Rd	signs	2/14/2024	CLOSED- replaced w/ smaller banners/signs
GE965	Keith Harris	1300 D Rd	signs	2/14/2024	CLOSED- replaced w/ smaller banners/signs
Email	Keith Harris	E Rd easement	signs	2/16/2024	CLOSED- replaced w/ smaller banners/signs
GE966	Farah Martinez	13836 23rd Ct	Fence blocking ingress/egress	2/15/2024	CLOSED: As per J. Kurtz road does not go through for access by the complainant
Email	Deidre Krause	13327 Marcella Blvd	FDA	2/20/2024	CLOSED-Has permits
Email	Richard Gallant	13961 Okee	Paving - no permit	2/26/2024	OPEN-Case created - NOV / NOH
Email	C Suchy	stop sign post on LA Dr & S B Rd	Sign	2/27/2024	CLOSED-Sign removed
Email	C Suchy	ROW at TLG town moniker	Sign	2/24/2024	CLOSED-Sign removed by Richard Gallant 2/27
Email	Liza Holman	B Rd - LG Moniker locale	Wellington Banner	3/12/2024	CLOSED: Sign removed by Mario
Email	Deidre Krause	13327 Marcella Blvd	FDA/RVs	3/12/24 (OG EM sent 2/20/24)	PENDING: Mario investigating
Email	Diane Laudadio	Swank Farm	Events / Hours	3/15/2024	CLOSED: Unsubstantiated
Email	Brigid Colvin	12915 CC	Fill	3/18/2024	OPEN: NOV
Email	C Suchy	12948 Okee	Bright intrusive lighting beyond hours allowed	3/14/2024	OPEN: NOV/NOH
Called	Sandra Sharper	1032 Hyde Park Rd	Allegedly bringing in fill for an arena	3/28/2024	CLOSED:Mario Inspected material brought in was for horse stalls
Email	Linda Adkins	2141 B Rd	FDA/Renting units out	3/25/2024	PENDING: Deangelo investigating

Complaints received by Month.



NOTICES OF VIOLATIONS ISSUED BY MONTH



Note: Less than half of the complaints received during this quarter resulted in a case.

SUMMARY OF OPEN CASES

<u>Case</u>	<u>Nature of Incident</u>	<u>Owner</u>	<u>Site Address</u>	<u>Created</u>	<u>Next Inspection</u>
3237	Tree Removal unpermitted	CROWE JAMES E & MULLEN JOANNE LOUISE	13237 24th Ct	4/29/2024	5/29/2024
3236	Building Permit Required	HERMAN RICHARD P & HERMAN MALGORZATA A	13685 24th Ct	4/27/2024	5/27/2024
3235	Building Permit Required	MARTIN CRAIG MARTIN CINDE	1654 C Rd	4/27/2024	5/27/2024
3234	Building Permit Required	PROPHETE JEAN & PROPHETE MYLIANNE	15382 Los Angeles Dr	4/27/2024	5/27/2024
3233	Building Permit Required	BALLARD KATHERINE A	345 Tangerine Dr	4/27/2024	5/27/2024
3232	Building Permit Required	FERNANDEZ ROBERT C	12789 Compton Rd	4/27/2024	5/27/2024
3231	Building Permit Required	BLACKWOOD FARM LLC	14717 Collecting Canal Rd	4/27/2024	5/27/2024
3230	Building Permit Required	SLUGGETT GEOFFREY B & MCNICHOLAS MARY E	12845 Raymond Dr	4/27/2024	5/27/2024
3229	Building Permit Required	BADIAESTES CATHERINE A	2874 162nd Dr N	4/27/2024	Complianc
3227	Building Permit Required	SCHUTZLER DEREK & SCHUTZLER JENNIFER	12956 Marcella Blvd	4/22/2024	5/22/2024
3183	Bulk Trash	LITZENBERG MARC	768 Hyde Park Rd	3/20/2024	Complianc
24040006	Flood Plain (FDA)	LOPEZ MARIO	14024 Citrus Dr	4/17/2024	6/17/2024
24040005	Flood Plain (FDA)	MASCI CHRISTOPHER A & OLENICK MARIA	15349 Collecting Canal Rd	4/15/2024	5/15/2024
24040004	Building Permit Required	BERGERON PIERRE & BERGERON LUCIE	12997 Raymond Dr	4/8/2024	5/6/2024
24040003	Bulk Trash	MORRISON MARGARET A	15448 San Diego Dr	4/5/2024	4/19/2024
24040002	Nuisance	CHILD ENRICHMENT ACADEMY OF LOXAHATCHEE	14563 Okeechobee Blvd	4/5/2024	5/6/2024
24040001	Flood Plain (FDA)	ESTEVEZ KEILA	15438 Los Angeles Dr	4/5/2024	5/7/2024
24030005	Commercial Vehicle / Trailers	SAENZ NATHALIA MARIA URIBE & SAENZ JUAN MANUEL URIBE &	12873 Collecting Canal Rd	3/29/2024	5/3/2024
24030004	Citizen Complaint	MORERA NELSON & MORERA MARJORIE	13178 Casey Rd	9/18/2023	5/5/2024
24030002	Citizen Complaint	R BROKE NOW LLC	12940 Okeechobee Blvd	3/19/2024	4/17/2024
24030001	Tree Removal unpermitted	JACA BUSINESS CORP	1125 E Rd	3/15/2024	3/29/2024
24020011	Flood Plain (FDA)	WELLSPRINGS BLUE POOL INC	15449 Los Angeles Dr	2/26/2024	5/06/2024
24020010	Citizen Complaint	D&D FINE GRADING INC	13961 Okeechobee Blvd	2/26/2024	5/26/2024
24020008	Flood Plain (FDA)	REVILLE RICHARD R	14596 North Rd	2/22/2024	4/30/2024
24020007	Flood Plain (FDA)	GALT LIFE LLC	3571 C Rd	2/20/2024	3/15/2024
23100002	Building Permit Required	SARFAR IRREVOCABLE TRUST	15427 San Diego Dr	10/5/2023	6/19/2024
23090003	Flood Plain (FDA)	ISLAND INVESTMENTS II LLC	3570 B Rd	9/21/2023	5/6/2024
23090002	Tree Removal unpermitted	BRIGHTVIEW LANDSCAPE SERVICES INC	13710 Okeechobee Blvd	9/7/2023	5/3/2024
23090001	Building Permit Required	ITSKOVICH ELDAD	1032 Hyde Park Rd	9/6/2023	RF
23080006	Zoning Violation	DUARTE OVIDIO A & JARQUIN HAZEL R	3138 A Rd	8/22/2023	5/8/2024
23080004	Tree Removal unpermitted	ITSKOVICH ELDAD	1032 Hyde Park Rd	8/15/2023	RF
23080002	Flood Plain (FDA)	J F K RANCH LLC	2331 F Rd	8/14/2023	5/15/2024

<u>Case</u>	<u>Nature of Incident</u>	<u>Owner</u>	<u>Site Address</u>	<u>Created</u>	<u>Next Inspection</u>
23080001	Citizen Complaint	SARFAR IRREVOCABLE TRUST	15427 San Diego Dr	8/2/2023	6/19/2024
23070004	Building Permit Required	ITSKOVICH ELDAD	1032 Hyde Park Rd	7/25/2023	RF
23070001	Citizen Complaint	SARFAR IRREVOCABLE TRUST	15427 San Diego Dr	7/12/2023	
23060011	Flood Plain (FDA)	MK TROPICAL FRUIT FARM LLC	14188 North Rd	6/23/2023	
23060010	Flood Plain (FDA)	ISLAND INVESTMENTS II LLC	3570 B Rd	6/16/2023	
23060006	Flood Plain (FDA)	PEREZ ROBERTO & FONTE MARIA E	3384 C Rd	6/8/2023	
23060001	Bulk Trash	ITSKOVICH ELDAD	1032 Hyde Park Rd	6/1/2023	
23050032	Zoning Violation	MILIAN MARITZA M	13288 Compton Rd	5/31/2023	
23050031	Flood Plain (FDA)	ITSKOVICH ELDAD	1032 Hyde Park Rd	5/31/2023	
23050030	Flood Plain (FDA)	2276 D ROAD LLC	2276 D Rd	5/25/2023	
23050029	Flood Plain (FDA)	TETREAUULT DONALD N	13538 Okeechobee Blvd	5/24/2023	
23050028	Zoning Violation	TETREAUULT DONALD N	13538 Okeechobee Blvd	5/24/2023	
23050027	Business Tax Receipt (BTR)	TETREAUULT DONALD N	13538 Okeechobee Blvd	5/24/2023	
23050020	Flood Plain (FDA)	ESCUE FARMS LLC	1300 D Rd	5/16/2023	
23040043	Zoning Violation	S F EF FLA OKEECHOBEE LLC	13771 Okeechobee Blvd	4/29/2023	
23040040	Zoning Violation	BASILE TRUST BASILE CARLO A TRUSTEE &	15551 Okeechobee Blvd	2/23/2023	
23040036	Flood Plain (FDA)	S F EF FLA OKEECHOBEE LLC	13771 Okeechobee Blvd	2/23/2023	
23040034	Flood Plain (FDA)	URIBE SAENZ CLAUDIA P URIBE SAENZ J MANUEL &	12915 Collecting Canal Rd	4/25/2023	
23040032	Zoning Violation	JACK LAND LLC	2056 F Rd	2/8/2023	
23040031	Flood Plain (FDA)	KANDOR FARM LLC	1180 A Rd	4/17/2023	
23040022	Flood Plain (FDA)	D&D FINE GRADING INC	13961 Okeechobee Blvd	4/10/2023	
23040018	Business Tax Receipt (BTR)	WAGFLO LLC	1300 D Rd	12/2/2021	
23040012	Recreational Vehicle / Trailer	WAGFLO LLC	1300 D Rd	4/6/2023	
23030005	Recreational Vehicle / Trailer	ITSKOVICH ELDAD	1032 Hyde Park Rd	3/10/2023	
23010006	Tree Removal unpermitted	LANTANA HOLDINGS LLC	16169 Southern Blvd	1/30/2023	
23010005	Garbage or Trash Violation	1815 E STREET LLC & 1815 E STREET LOX LLC	1815 E Rd	1/30/2023	
22120005	Flood Plain (FDA)	MILIAN MARITZA M	13288 Compton Rd	12/9/2022	
22110004	Flood Plain (FDA)	SIMON MICHAEL J	14170 Biddix Rd	5/17/2022	
22110003	Building Permit Required	RODRIGUEZ GABINO H	13899 E Citrus Dr	6/15/2022	
22110002	Tree Removal unpermitted	MILIAN MARITZA M	13288 Compton Rd	11/8/2022	
22110001	Flood Plain (FDA)	ISLAND INVESTMENTS II LLC	3570 B Rd	11/8/2022	
22100002	Flood Plain (FDA)	PEREZ ROBERTO & FONTE MARIA E	3384 C Rd	4/12/2022	
22090001	Nuisance	PLANTE DANIEL	14037 Collecting Canal Rd	9/15/2022	

<u>Case</u>	<u>Nature of Incident</u>	<u>Owner</u>	<u>Site Address</u>	<u>Created</u>	<u>Next Inspection</u>
<u>22080006</u>	Building Permit Required	REITER MELISSA	13379 Compton Rd	8/25/2022	
<u>22080003</u>	Flood Plain (FDA)	GALT LIFE LLC	3571 C Rd	8/25/2022	
<u>22080002</u>	Business Tax Receipt (BTR)	Gold Silver Post Inc	15100 Scott Pl #LAKE WORTH BEACH FL 33461 4108	4/21/2022	
<u>22070020</u>	Building Permit Required	LMN POLO LLC	1538 E Rd	7/28/2022	
<u>22070019</u>	Flood Plain (FDA)	TMZ LAND HOLDINGS LLC	13667 Okeechobee Blvd	7/28/2022	
<u>22070015</u>	Building Permit Required	MARQUEZ NADIALIS	2135 F Rd	7/28/2022	
<u>22070010</u>	Flood Plain (FDA)	MOSS KAY	14651 Bunny Ln	7/21/2022	
<u>22070005</u>	Flood Plain (FDA)	HART WOODS LORING S & HART WOODS TIMOTHY G	15200 Timberlane Pl	7/13/2022	
<u>22070004</u>	Building Permit Required	PALENZUELA LEONARDO & PALENZUELA GISELA	2793 C Rd	6/29/2022	
<u>22070002</u>	Flood Plain (FDA)	CHOON HAI & JING-JING TON LEE TRUST LEE JING JING TON	2241 A Rd	7/5/2022	
<u>22070001</u>	Manure Violation	SEIFERTH KENNETH & SEIFERT MARGARET M	3255 E Rd	3/24/2022	
<u>22050001</u>	Flood Plain (FDA)	ITSKOVICH ELDAD	1032 Hyde Park Rd	2/4/2022	
<u>22030002</u>	Building Permit Required	SARFAR IRREVOCABLE TRUST	15427 San Diego Dr	2/8/2022	

Please note that a number of these older cases dated 2022 & 2023 have been resolved or have been otherwise addressed (sold, running fines, etc) and have yet to be updated in the system. Both Building & Code staff are cleaning up our files. Further, the above cases do not include approximately 70 +/- expired permits nor do they include approximately 40 +/- site triangle courtesy letters sent out earlier this year.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Approval on *Resolution No. 2024-20* adopting revisions to the Town Council Rules of Order and Procedure

Background:

At its workshop meeting on April 16, 2024, the Town Council directed staff to amend the Rules of Procedure (Exhibit A) and bring back Resolution No. 2024-20 for review and approval.

Recommendation:

Motion to approve *Resolution No. 2024-20* adopting revisions to the Town Council Rules of Order and Procedure.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE
TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR
SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, by Ordinance No. 2008-04, the Town Council adopted, in pertinent part, Sec. 2-22, Special meetings of Town Council and Sec. 2-23, Town Council meetings generally into its Code of Ordinances setting forth some time, place, rules, and order provisions for meetings of the Town Council; and

WHEREAS, in Resolution No. 2019-65, the Town Council repealed Administrative Policy 3-13 and adopted in its place certain rules of order and procedure for meetings of the Town Council; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of meetings; and

WHEREAS, the Town Council has determined that the Town Council Rules of Order and Procedure adopted by Resolution No. 2019-65 should be repealed and replaced with those in the attached Exhibit "A."

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

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

Section 2. The Town Council hereby adopts the Town Council Rules of Order and Procedure attached hereto as Exhibit “A”, as supplemental to the rules and procedures in Sec. 2-22 and 2-23 of the Code of Ordinances.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

Section 5. This Resolution shall take effect upon its adoption.

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

[Remainder of the page intentionally blank.]

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, 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 MAY 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

Mayor

Vice Mayor

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember

Councilmember

Councilmember

Exhibit "A"
to Resolution No. 2024-20

[Remainder of the page intentionally blank.]

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL RULES OF ORDER AND PROCEDURE Adopted _____

Rule 1. Public Meetings.

- 1.1 All Town Council meetings shall be open to the public except as otherwise provided by law.

Rule 2. Regular Meetings.

- 2.1 The Town Council shall meet the first Tuesday of each month at 7 ~~6:30~~ p.m. in Town Hall. ~~The meeting shall not be continued to the next day except due to special circumstances or an emergency.~~ This date may be changed from time to time as needed by a majority vote of the Town Council. In order to continue a meeting beyond 10:30 p.m. ~~a majority of the Council must approve by vote and to continue the meeting for each ½ hour thereafter must be approved by a majority of the Council.~~ Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.
- 2.2 The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law.

Rule 3. Special Meetings

- 3.1 A Special Meeting may be called by the Mayor or a majority of the Town Council as necessary. The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law. Such notification shall be given no less than 72 hours before commencement of the special meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests a special meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if a special meeting should be scheduled.**
- 3.2 The Mayor, Town Manager, or a majority of the Council Members may call an Emergency Town Council meeting when a sudden, urgent event or situation arises necessitating immediate action and judgment. The Town Clerk or designee shall post the agenda and notify each Town Council Member, the Town Manager, and Town Attorney immediately. Such notification shall be given as soon as practicable before commencement of the meeting and shall state the time, place, and subject of the meeting. **In the event a Council**

Member, preferable in writing, requests an emergency meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if an emergency meeting should be scheduled.

Rule 4. Adjourned Meeting A Town Council session may be adjourned or continued from day to day or for more than one day, but the adjournment shall not be extended beyond the next regular meeting.

Rule 5. Presiding Officer

- 5.1 The Mayor shall preside at Town Council meetings and shall be recognized as head of the Town government for ceremonial purposes and by the Governor for martial law purposes.
- 5.2 The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy in the office of the mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Council at the next regular council meeting.
- 5.3 In the absence of the Mayor and Vice-Mayor the Council member with the most seniority shall act as the Presiding Officer. In the event there is more than one Council member with the most seniority the Council members shall select the Presiding Officer.

Rule 6. Corporate Seal The duly appointed Town Clerk shall keep in custody the Town's corporate seal and ensure its proper and lawful use on behalf of the Town. No person shall use the Town Seal for a purpose other than official Town business.

Rule 7. Presentations & Public Comment

- 7.1 Town Council meetings are business meetings of the Council and the right to limit discussion rests with the Council.
- 7.2 Except as otherwise set forth in these Rules, persons who make a presentation to the Town Council must limit the duration of their presentation to 15 minutes. Exceptions may be granted by the Presiding Officer.
- 7.3 Public Comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Presiding Officer. Individuals addressing the Council on the same topic as an individual who has already spoken should attempt to provide new information and not repeat the comments of the previous speakers. Where possible, individual grievances should first be taken up with Town Staff before comments are made at a Town Council meeting. Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. Public Comments received in writing will be made part of the record of the meeting but shall not be read aloud.

- 7.4 The Town Council may withhold comment or direct the Town Manager to take action on requests or comments.
- 7.5 Each person addressing the Council shall step up to the podium and state his/her name ~~and address~~ in an audible tone of voice for the record. It is preferred that each person also state his/her address. All public comments must be addressed to the Council as a body and not to individuals. Personal verbal attacks upon Council members, staff, and/or members of the public will not be tolerated. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.
- 7.6 Each person addressing the Council should refrain from advocating the election or defeat of a candidate for public office of the Town, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 8. Decorum and Order

- 8.1 The presiding officer shall preserve decorum and order and decide all questions of order subject to the Council's appeal.
- 8.2 During all meetings of the Town Council, Council members must preserve order and decorum and a Council member shall neither by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council nor disturb any Council member while speaking, or refuse to obey the rules of the Council or its Presiding Officer, except as otherwise provided herein.
- 8.3 No member of the public shall, during a Council meeting, make or cause to be made any disruptive noise or sound, or display any sign or graphic material of any kind in the Council Chambers, except in connection with a presentation made to the Council by a speaker at the podium.
- 8.4 The presiding officer shall have the authority to recess a meeting in order to re-establish the decorum of the meeting.
- 8.5 The Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, staff, and/or the public shall respect the right of all citizens in our community to hold different opinions; avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours; strive to understand differing perspectives; be truthful, not

accusatory and avoid distortion; and avoid violence, prejudice and incivility towards citizens, employees, and officials of the Town of Loxahatchee Groves.

- 8.6 If it becomes necessary, the Presiding Officer may recuse the meeting in order to restore decorum and may request the Sheriff's Office assist in maintaining order and decorum at the meeting.

Rule 9. Rules of Debate

- 9.1 Sequence of Debate: With the exception of quasi-judicial matters, items before the Town Council shall be commenced by presentation of the item by a staff member, followed by public comment on the item. Once the presiding officer closes public comment, he or she shall call for a motion and a second on the item and then open debate by the Council. Once debate has concluded on the item, the presiding officer shall call for a vote on the item. A roll call vote may be requested by any Council member on any item.
- 9.2 Presiding Officer May Move, Second & Debate: The Presiding Officer may make a motion or second on any item subject only to such limitations of debate as are imposed by these rules on all Council members and shall not be deprived of any of the rights and privileges of a Council member by reason of the Council member acting as the Presiding Officer.
- 9.3 Responsibility of Presiding Officer: The Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council. The Presiding Officer responsibility is to keep the subject clearly before the Council members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- 9.4 All Members Shall Vote: No member of the Council who is present at any meeting of the Council at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present, except when, with respect to any such Council member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such Council member shall comply with the disclosure requirements of Section 112.313, Florida Statutes.
- 9.5 Getting the Floor; Improper References to be Avoided: Every Council member desiring to speak shall address the Presiding Officer and upon recognition by the Presiding Officer, shall confine comments to the item under debate, avoiding all personalities and indecorous language.
- 9.6 Interruptions: A Council member, once recognized, shall not be interrupted when speaking except to call the Council member to order or as herein otherwise provided. If a Council member while speaking is called to order, said

Council member shall cease speaking until the question of order is determined, and if in order, the Council member shall be permitted to proceed.

- 9.7 Withdrawal of Motions: Any motion before the Council may be withdrawn at any time prior to a vote being taken thereon by the Council member making such motion, upon agreement by the Council member seconding said motion to withdraw the second.
- 9.8 Amending of Motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Council shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in subparagraph 9.7 above.
- 9.9 Motion to Reconsider: A motion to reconsider any action taken by the Council may be made only during the meeting that such action was taken. Such motion must be made by one of the Council members on the prevailing side, but may be seconded by any Council member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council. **If a meeting is continued to a second night, that is the next day, then this shall be deemed to be part of the initial meeting.**

Rule 10. Appointments to the Council and Boards & Committees

- 10.1 Vacancies on the Town Council or any Board or Committee of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit an application letter of interest and resume to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is a qualified elector of the Town and submit that information to the Town Council.
- 10.2 To fill a vacancy on the Town Council, the Town Council shall vote by ballot. The Town Clerk shall prepare the ballots, listing the qualified candidates that submitted a letter of interest and resume by the stated deadline. The Town Council may, by majority vote of the Council, change the voting process at any time.
- 10.3 To fill a vacancy on any Board or Committee of the Town other than the Town Council, the Town Council shall vote on the appointment by motion and second.

Rule 11. Quorum A majority of the full Council shall constitute a quorum. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the Town Council. If no quorum exists within fifteen(15) minutes after the

time designated for the meeting of the Council to commence or if a quorum is lost, the Mayor or the Vice Mayor or, in their absence, the Council Member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

Rule 12. Absent Member Participation by Telephone Conference

A member of the Town Council who is absent, with excuse, may participate and vote by telephone conference in a Council meeting where there is a physical quorum present at the physical meeting site and where the Council determines that extraordinary circumstances exist to justify the Council allowing the Member to participate by telephone. However, a Council member shall not be allowed to participate by phone in a quasi-judicial hearings.

Rule 13. Suspension and Amendment of these Rules

13.1 Suspension of Rules: Any provision of these rules not governed by the Town Charter or Town Code may be temporarily suspended by a vote of a majority of the Town Council.

13.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the Town Council, provided that the proposed amendments or new rules shall have been introduced into the record.

Rule 14. Preparation/Delivery of Agenda The Town Manager, Town Clerk or designee shall prepare the agenda and make every effort to deliver a complete agenda kit to the Council Members no later than 5 :00 P.M. on the Wednesday prior to the regular meeting. Agenda kits for special and emergency meetings will be distributed in as timely a manner as possible. The agenda, as well as lengthy reports and standard contracts that are part of the agenda's back-up documentation, shall be available for review in Town Administration.

Rule 15. Special Presentations This is the segment of the meeting where positive recognition is expressed. Proclamations are typically presented at the beginning of the meeting. Should a Council Member desire a proclamation that will be delivered elsewhere, it should be brought up under their comments for Council authorization. A proclamation should always "proclaim" a day, week, or month as something specific. Certificates of Appreciation and Commendation should be done when honoring an individual or accomplishment. Whenever practical, the use of certificates is encouraged.

Rule 16. Council Member Comments

16.1 The purpose of Council Member Comments is to promote the public discussion of matters relating to Town business and to encourage the dissemination of information. Any Council Member may submit reports and information on items relating to Town business. When possible, the other Council Members, the Town Manager, and the Town Attorney should receive such materials in advance. Council Members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Council during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the Manager or the Attorney, as appropriate.

16.2 Official actions may not be taken under Council Member Comments ~~comments in the case of an emergency or for other situations necessitating immediate action as may be determined by~~ other than a majority of the Council to provide staff direction.

16.3 Council Members should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 17. Council Member Attendance at Other Meetings

17.1 Council Members may attend but may not speak at Town advisory board meetings.

17.2 Council Members may attend and speak at meetings of outside boards and committees. If speaking at such meetings, the Council Member speaks for Town Council and must accurately represent the position of Town Council and not that of the individual Council Member.

Adopted by Resolution ___ *on* _____.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Consideration of Ordinance No. 2024-03 on 1st Reading - Uniform Requirements for Town Advisory Boards

Background:

Over the years, the Town Council has adopted several resolutions dealing with various Town advisory boards, including, but not limited to, the Scholarship Fund Committee, Charter Review Committee, Unified Land Development Code Review Committee, Finance Advisory and Audit Committee, and the Roadway, Equestrian Trails and Greenway Advisory Committee. Each resolution provides for the composition, term, appointment procedure, removal, etc. To ensure consistency and a more efficient procedure, the Town Attorney has drafted Ordinance No. 2024-03, an advisory board ordinance that applies to all Town advisory boards, committees, and commissions unless otherwise set forth in the Code.

The ordinance provides uniformity for its advisory boards in composition, quorums, eligibility, appointment, terms, removal, vacancies, officers, procedures, and meetings. The ordinance also provides the Town Council with the authority to adopt other resolutions (or ordinances) that address the particular qualifications for members of each board and the time and frequency of meetings. It provides for an application process for potential board members, and the Town Council will review the applications and vote on the members and alternates for each board. Board members will serve two-year staggered terms and will continue to serve until successors are appointed.

On April 16, 2024, at their Workshop meeting, the Town Council review and discuss proposed Ordinance No. 2024-03 regarding Town Advisory Boards and to make any changes to prepare the ordinance for first reading. The revision includes amending Section 2-23(a)(2)(c) to add “or a member of the public”.

Also included with this agenda item are the proposed considerations received thus far Town committees. These will be brought back to Council for approval along with second reading of this ordinance on June 4, 2024.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Motion to approve ***Ordinance No. 2024-03*** authorizing uniform requirements to Town advisory boards on first reading.

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” TO REORGANIZE ITS PROVISIONS, TO PROVIDE FOR ADOPTION BY RESOLUTION OF SUPPLEMENTAL RULES OF PROCEDURE, DECORUM, AND ORDER FOR MEETINGS OF THE TOWN COUNCIL AND TOWN BOARDS, AND TO REPLACE REFERENCES TO CITIZEN REQUESTS WITH REFERENCES TO PUBLIC COMMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, Chapter 2, Article II of the Code of Ordinances provides rules of procedure, decorum, and order for meetings of the Town Council and Town boards; and

WHEREAS, the Town Council wishes to amend Chapter 2, Article II, to remove outdated provisions and provide for the adoption by resolution of supplemental rules of procedure, decorum, and order; and

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

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

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

Section 2: The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 2 “Administration”, Article II “Town Council” as follows:

Sec. 2-22. - Special meetings of town council.

- (a) The town clerk shall, at the request of the mayor or on written request of three or more council members, call special meetings of the town council by notifying, in writing, or otherwise, all of the members of the town council that a special meeting has been called and supplying said members with the time, date and place thereof.
- (b) Except in cases of an emergency meeting, notification supplied to each town council member and the public, pursuant to this section, whether in writing or otherwise, must be received at least 72 hours prior to the scheduled time of said special meeting.
- (c) Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

Sec. 2-23. Town council meetings generally.

- (a) *Ground rules for behavior of members of the town council.* The following shall constitute the guidelines for behavior to be adhered to by members of the town council in their respective roles as elected public officers of the town:
 - (1) Members of the town council shall:
 - a. Forgive each other;
 - b. Each conduct themselves with dignity;
 - c. Agree to disagree with each other; and
 - d. Show respect for the points of view of other members of the town council.
 - (2) Members of the town council shall not:
 - a. Falsely accuse another member of the town council of wrongdoing;
 - b. Criticize each other in a rancorous or unprofessional manner;
 - c. Make personal attacks on another member of the town council or a member of the public; or
 - d. Individually act without the support of the town council.
- (b) *Procedures and scope.*
 - (1) The Charter of the town provides that the town council may determine its own rules of procedure. All other municipal meetings shall be conducted in accordance with the procedural requirements as established by resolution of the town council or, if no resolution exists or it is silent on a matter of procedure, Roberts Rules of Order shall apply, said rules of order being incorporated into this section by reference.
 - (2) The town council, the town manager, the town clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the town council as well as any supplemental rules of procedure, decorum, and order adopted by resolution of town council.

- (3) Members of the town council and other public officers attending or participating in any regular or special meeting of the town council shall abide by the standards of conduct and values set forth in the Town of Loxahatchee Groves Code of Ethics for Public Officers.
- (c) *Agenda.* The town clerk shall prepare the agenda for each town council meeting. Citizens requesting to address the town council may be scheduled on the agenda by giving to the town clerk's office their name, address, phone number and subject on which they wish to address the town council pursuant to subsection (f) of this section.
- (d) *Duties and responsibilities of mayor.*
 - (1) The mayor or presiding officer at any regular or special meeting of the town council shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the town manager, and the town manager or his designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the town council as required for the particular item under the time limits imposed by this section.
 - (2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the town council shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the town council or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the town council desiring to speak. The mayor or presiding officer shall recognize other members of the town council in rotation and not call on any member a second and subsequent time until such time as all members of the town council shall have had the opportunity to speak.
 - (3) If the mayor or presiding officer desires to participate in a discussion, he shall do so only when the speaking member of the town council has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the town council for the purpose of comment.
 - (4) The mayor or presiding officer shall not use his power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
 - (5) Motions to change the order of business shall require a majority vote of the town council.
 - (6) A member of the town council may not reintroduce any discussion item that has failed due to lack of second for at least six months after the motion failed, unless either an emergency exists and the public business requires reconsideration of the item, or a member of the town council who was on the prevailing side of the prior vote, introduces the discussion item for reconsideration.
 - (7) The mayor or presiding officer, in consultation with the town attorney, shall make rulings on parliamentary procedure. At least three votes of members of the town council are required to overrule the mayor or presiding officer on rulings of parliamentary procedure.

- (8) The mayor or presiding officer may, during town council proceedings, request that the town council move on to the next item on the meeting agenda by voting or otherwise.
- (e) *Time of meetings.* All regularly scheduled meetings of the town council shall begin at such time as is established by resolution of the town council, no later than 7:00 p.m. and shall end on or about 11:00 p.m. ~~By majority vote of those present, the town council may extend the length of the council meeting. Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.~~
- (f) *Town council discussion.*
- (1) Discussion by a member of the town council shall not be limited, unless a motion to limit debate is made and adopted. Each member of the town council shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table. The motion to limit debate shall not be debated and, to be adopted, shall require an affirmative vote of at least supermajority of the members of the town council present.
 - (2) Each member of the town council and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself to the issues under debate, avoiding all personalities and indecorous language.
 - (3) Members of the town council shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the town council desires to direct questions to another member of the town council or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question. If a member of the town council wishes to direct a question to town staff, the question shall be directed to the town manager, through the mayor, who will, in turn, recognize such member of town staff.
 - (4) While the town council is in session, members of the town council and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings, nor the peace of the town council.
 - (5) Members of the town council may request that the mayor or presiding officer recess the public meeting.
- (g) *~~Citizen requests~~ Public Comments.*
- (1) ~~The town council, on each night that a regularly scheduled meeting is to be held, shall convene at 7:00 p.m. Citizens requests shall be entertained on or about 8:45 p.m. Any citizen desiring to address the town council during this time interval must submit a written request to the town clerk prior to 8:45 p.m., but subject nonetheless to the discretion of the mayor or presiding officer. Citizen requests will be held in the priority order in which they are received by the town clerk.~~

- (2) ~~Each request shall succinctly detail the matter to be brought before the town council, and shall contain the name, address, and phone number where the citizen can be reached if the need arises; and shall be dated and signed by the citizen.~~
- (3) ~~Subject to the waiver rule contained within this section, public discussion comments by individual citizens shall be limited to three minutes during the citizens request period. The town clerk shall be charged with the responsibility of notifying each citizen 30 seconds before said time shall elapse and when said time limit has expired.~~
- (h) *Waiver of rules.* By majority vote, the town council may ~~invite citizen discussion on any agenda item and thereby~~ waive the proscriptions otherwise outlined in the section or in any resolution adopted pursuant to subsection 2-23(g)(2). ~~In every case where a citizen is recognized by the mayor to discuss an agenda item, the citizen shall step to the podium, state his name and address for the benefit of the town clerk, and identify any group or organization he represents. The citizen shall then succinctly state his position regarding the item before the town council.~~
- (i) *Decorum to be maintained.* Order shall be maintained at each town council meeting and the mayor is hereby empowered to order from the room any citizen who refuses to comply with the rules and regulations outlined in this section.
- (1) It shall be unlawful for any individual or member of the town council to disturb or disrupt a meeting of the town council or refuse to obey the orders of the mayor or presiding officer in the conduct of the meeting. Any individual or member of the town council who causes a disturbance of the meeting shall be warned by the mayor or presiding officer or, alternatively, by a majority vote of the town council, with dispatch, that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If, after sufficient warning, the individual or member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the town council shall be removed from the meeting by an authorized law enforcement officer or his authorized agent in attendance at the meeting if so directed by the mayor or presiding officer. Once removed, the individual or member of the town council shall be barred from further audience for the remainder of the meeting.
- (2) In the event the mayor or presiding officer shall fail to act, any member of the town council may move to require the mayor or presiding officer to act to enforce the rules of this section, and the affirmative vote of a majority of the members of the town council present at that time shall require the mayor or presiding officer to act.
- (3) If the audience or a part thereof becomes unruly, the mayor is empowered to either recess or adjourn the meeting.
- (4) Any individual or member of the town council who, at a town council or board meeting, willfully interrupts or disturbs such meeting in violation of F.S. § 871.01, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the mayor or presiding officer is required for a law enforcement officer to enforce F.S. § 871.01. The mayor and town council shall be guided by the following definitions/elements of disturbance under the aforementioned statute:

- a. To commit an offense under F.S. § 871.01, a person must have deliberately acted to create a disturbance. That is, he must act with the intention that his behavior impede the successful functioning of the assembly in which he has intervened, or with reckless disregard of the effect of his behavior;
 - b. The acts complained of must be such that a reasonable person would expect them to be disruptive; and
 - c. The acts must, in fact, significantly disturb the assembly.
- (5) In addition to any other remedy provided by law, a violation of this subsection (i) may be prosecuted as a municipal ordinance violation through the issuance of a notice to appear, served on the violator as set forth in Rule 3.125, Florida Rules of Civil Procedure, as amended from time to time.
- (j) *Expression of opinion.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting or by expressing their opinions in written form to the town council.
 - (k) *Application to town boards.* ~~All references in this section to "town council" shall also mean the~~ The provisions of this section also apply to the various town boards provided for in this Code or created by the town council. Town council may adopt by resolution supplemental rules of procedure, decorum and order that apply to town boards.
 - ~~(l) *Special meetings.* Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.~~

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing ordinance on first reading.

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>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____ 2024.

Councilmember _____ offered the foregoing ordinance on second reading.

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>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2024.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

Proposed Town Council Board and Committee Member Appointments

Councilmember Name	Planning + Zoning	FAAC	Agritourism	RETAG	ULDC	
Seat 1	Phillis Maniglia	Bill Ford	Manish Sood	Joseph Chammas	Katie Lakeman	Jo Siciliano
Seat 2	Laura Danowski	Brett Raflowitz**	Tracy Raflowitz**	Darrin Swank	Diane Laudadio	Vacant
Seat 3	Anita Kane	Todd McLendon	Lisa El-Ramey	Geoff Slugget	Darcy Dean Murray	Paul Coleman
Seat 4	Robert Shorr	Robert Sullivan	Bruce Cunningham	Vacant	Vacant	Vacant
Seat 5	Margaret Herzog	Lisa El-Ramey	Cassie Suchy	Liza Holman	Ashley Bruce	Karen Plante

*These will be appointed via resolution on the June 4th Meeting

** Working towards remedying code violations



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Town Attorney's Office
VIA: Francine L. Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Consideration of *Ordinance No. 2024-06* Adopting Chapter 2
"Administration", "Town Advisory Boards" on First Reading

Background:

At its workshop meeting on April 16, 2024, Town Council directed staff to revise the proposed ordinance, and the changes are underlined.

Recommendation:

Move to approve *Ordinance No. 2024-06* adopting Chapter 2 "Administration", "Town Advisory Boards" on First Reading.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to address its advisory boards, including but not limited to their composition, qualifications, appointment, terms, removal, and vacancies; and,

WHEREAS, the Town wishes to ensure that all Town advisory boards comply with the new ordinance and that advisory board provisions throughout the Town’s Code of Ordinances and Unified Land Development Regulations are consistent with the same; and

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

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

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

Section 2. The Town Council for the Town of Loxahatchee Groves hereby adopts Chapter 2 “Administration”, Article VII “Town Advisory Boards” as follows:

ARTICLE VII. – TOWN ADVISORY BOARDS

Sec. 2-180. - Applicability.

(a) Unless otherwise provided for in this Code, all town advisory boards, committees and commissions (collectively, hereinafter “advisory board” or “board”) shall comply with the provisions set forth in this Article. To the extent permitted by law, this Article shall also apply to the planning and zoning board.

(b) All meetings, records, and files of advisory boards shall be open and available to the public, as required by Chapter 119, Florida Statutes, Chapter 286, Florida Statutes, and any other applicable law.

(c) Pursuant to section 120-005 of the town’s Unified Land Development Code, Article 120 “Quasi-Judicial Hearings” shall apply to all town advisory boards which hold quasi-judicial hearings.

(d) All advisory board members shall be subject to applicable sections of Chapter 112, Florida Statutes, Palm Beach County Code of Ethics, and Town of Loxahatchee Groves Code of Ethics for Public Officers set forth in Chapter 2 “Administration,” Article III “Officers and Employees,” Division 2 “Code of Ethics.”

Sec. 2-181. - Composition; quorum.

(a) Town advisory boards shall be comprised of five members. All members shall be appointed in accordance with the procedures set forth in section 2-183.

(b) Three members in physical attendance at a meeting shall constitute a quorum of the advisory board, and official action shall be taken by the board by a majority vote of the members present.

(c) In its discretion, the town council may provide, by resolution or ordinance, that a particular advisory board will be composed of fewer than five members. A quorum for such a board shall be equal to the majority of the members of the board.

Sec. 2-182. - Eligibility and qualifications of town advisory board members.

(a) Unless otherwise provided for in this Code or the Florida Statutes, as may be amended from time to time, all members of the advisory boards shall be qualified at the time of appointment and throughout their respective term.

(b) Members of advisory boards must meet the following minimum qualifications:

- a. Be a resident of the Town of Loxahatchee Groves;
- b. Not have an unresolved finding of violation or lien ordered by the Town’s Special Magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent (5%) of the total assets or capital stock. Business entity means any

corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity;

- c. Not be in active litigation opposing the Town; and
 - d. Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.
- (c) The town council shall be the sole judge of the qualifications of its advisory board members and may delegate to staff the verification of each proposed appointee's qualifications.
- (d) Should any member of an advisory board, at any time during the term of their appointment, fail to meet all the required qualifications, he or she must notify the town manager within thirty (30) days of the member becoming unqualified.

Sec. 2-183. - Appointment process.

Each member of the town council shall nominate a qualified individual to each advisory board and shall notify the town clerk of the nomination. The town clerk shall send each nominee the town advisory board member application form and upon return of the completed application shall confirm the qualifications of each nominee. Following qualification, staff shall prepare a resolution to appoint all such nominees as required by Section 4, subsection (7) of the charter.

Sec. 2-184. - Terms of appointees; removal; vacancy.

- (a) Each member appointed to an advisory board shall serve an unspecified term but no longer than concurrent with the term of the appointing member of the town council.
- (b) Advisory board members shall serve at the pleasure of the appointing member of town council and the town council. Advisory board members may be removed without cause by the appointing member of town council. Advisory board members may also be removed with cause by a majority vote of the members of the town council present at any publicly noticed meeting for inefficiency, neglect of duty or misconduct in office only after a hearing before town council and only if the advisory board member has been given a copy of the charges at least ten (10) days prior to the hearing and has had an opportunity to be heard in person or by counsel. Staff will notify applicable town council members regarding their respective appointee's absence from any advisory board meetings.
- (c) An advisory board member will automatically forfeit his or her position: (i) if convicted of

a felony while a member of the board; (ii) if he or she has three consecutive absences; or (iii) he or she is no longer qualified.

(d) In the event of a vacancy on an advisory board, the member of town council whose appointment is vacant shall appoint a replacement for the unexpired term in the same manner as provided in section 2-183.

Sec. 2-185. - Officers.

Each advisory board shall have a chairperson and vice-chairperson and such other officers as the board shall deem necessary. Unless otherwise provided for herein, officers of the board shall be elected by a majority vote of the membership of the board at its first meeting after the members' initial appointments, and annually thereafter. A member of the board may be elected to serve as an officer without restriction as to the number of terms served.

Sec. 2-186. - Compensation.

Advisory board members shall serve without compensation. If authorized by the town council, reasonable expenses which are incurred in the performance of their duties may be reimbursed to the members. The payment of such expenses shall be in accordance with Chapter 112, Florida Statutes and any applicable town policy.

Section 2-187. - Procedures; meetings; agendas; decisions; staff; attorney.

(a) Each board shall conduct its business in accordance with Robert's Rules of Order and any applicable rules of procedure adopted by resolution of the town council. The actions, decisions, and recommendations of each board shall be advisory only.

(b) Each board shall meet on an as-needed basis, as determined by the town council or the town manager.

(c) Each board shall have an official agenda for its regular meetings which shall determine the matters of business to be considered at each meeting and the order in which such items shall be presented. Preparation of the agenda shall be the responsibility of the town manager.

(d) Decisions of the board shall be determined by motions duly made and seconded and carried by a majority vote of the members present. Minutes shall be kept of all meetings and proceedings and shall include and state the vote of each member on each question. The motion shall state the reason upon which it is made, and such reason shall be based upon the prescribed

guides and standards applicable to the subject matter and/or the particular advisory board. Copies of the agenda, together with copies of documents and papers relative thereto, shall be made available for review by board members in the town hall as far in advance of the meeting as time for preparation will permit.

(e) The town council or the town manager shall determine on a case-by-case basis whether a board requires the services of a secretary to perform such tasks as recording the meeting, taking minutes, and preparing the agenda. Otherwise, the board will select one of its members to perform such duties.

(f) The town attorney will provide legal representation to an advisory board at the request of the town manager.

Section 2-188. - Advisory board resolutions, ordinances.

Resolutions regarding advisory boards that remain in effect as of the date of the adoption of this ordinance shall remain valid but only as to those provisions not in conflict with this article. The town council may adopt resolutions or ordinances from time to time to address specific qualifications, duties, or other desired provisions for individual town advisory boards as long as such resolutions do not conflict with this article.

Section 3. The Town Council for the Town of Loxahatchee Groves hereby reorganizes, and amends Chapter 34 “Planning and Development” as follows:

Chapter 34 – PLANNING AND DEVELOPMENT

ARTICLE I. – IN GENERAL

Sec. 34-1. – ~~Reserved. Designation of the planning and zoning board the as local planning agency and the town council as the land development regulation commission.~~

~~(a) — The Town Council of the Town of Loxahatchee Groves hereby designates the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's land planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1).~~

~~(b) — The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164, for the town.~~

~~(c) The planning and zoning board shall have the authority to hear and make recommendations on rezoning applications.~~

~~(d) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of the effective date of this ordinance, only upon referral of such proposed amendments by the town council.~~

* * *

ARTICLE II. – LOCAL PLANNING AGENCY; LAND DEVELOPMENT REGULATION COMMISSION; AND PLANNING AND ZONING BOARD

Sec. 34-25. – Designations and general authority.

(a) As of October 13, 2019, the Town Council of the Town of Loxahatchee Groves designated the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's local planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1). Failure of the School District to make such appointment after notice from the Town and/or the failure of the appointed School District representative to attend agency meetings shall not be deemed a failure of the Town to comply with this requirement nor shall it delay the agency’s authority to take official action. Pursuant to F.S. § 163.3174(1), the Town will provide opportunities for involvement by applicable community college boards by inviting each board to send a representative to attend agency meetings and make comments on appropriate items.

(b) The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164.

Sec. 34-25. – Composition and term of office.

- ~~(a) The planning and zoning board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:

 - ~~(1) Each member of the town council shall nominate a qualified person for appointment to the planning and zoning board by the town council, to serve one-year terms.~~~~

- ~~(2) Two alternate members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the town council each year to serve one year terms. Alternate members may participate in all matters that come before the board at meetings at which they attend. However, alternate members may only vote as members of the board, in their designated order, whenever any regular member of the board is absent.~~
- ~~(b) Members of the planning and zoning board shall be appointed from the residents of the town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors, however, the town council may appoint one member, including alternates, who is a non resident landowner. Board members shall hold no other town office or position.~~
- ~~(c) Three members of the planning and zoning board who are in attendance shall constitute a quorum for purposes of convening a meeting and transacting the business at hand.~~
- ~~(d) Vacancies on the planning and zoning board shall be filled by appointment by the town council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the council member who nominated the vacating board member; except that if an alternate member should vacate his position, any member of the town council may nominate a qualified person for appointment to such position, which must be approved by the town council.~~
- ~~(e) The town council shall have the authority to remove any member of the planning and zoning board from his office for cause whenever, after due notice of hearing at a regular or special meeting of the town council, a majority of the council votes for such removal. Causes for removal shall include absence from two consecutive board meetings without valid excuse as determined by the planning and zoning board.~~
- ~~(f) Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.~~

~~(g) Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice chair, who shall be elected for terms of one year by the board from its membership.~~

Sec. 34-26. – Provisions particular to the planning and zoning board. Business meetings and procedures.

~~(a) The conduct of planning and zoning board business and holding of hearings shall be governed by Robert's Rules of Order and such other rules of procedure as the town council may determine to be necessary. Qualifications. Members of the planning and zoning board shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as have professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors. Board members shall hold no other town office or position; however, this does not preclude the board member from participating on another Town advisory board.~~

~~(b) Meetings. The board shall meet once each month for the transaction of its business, provided that a meeting may be cancelled by the town manager when no business is pending. Special meetings may be called by the town manager when, in the opinion of the town manager, there are conditions of such urgency as to justify a special meeting, provided that at least 48 hours' notice shall be given each member prior to the time set for such special meeting and that any statutory or town code notice timeframes are met. The board may schedule additional meetings as it deems necessary to conduct its business, training and other related matters.~~

~~(c) Staff. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto. The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.~~

Sec. 34-27. – Administrative assistance.

~~(a) The town manager shall provide such staff and clerical assistance as the planning and zoning board may require for the reasonable performance of its duties, including a~~

~~recording secretary. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto.~~

~~(b) The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.~~

~~(c) The town attorney shall provide legal representation to the board at the request of the town manager.~~

Sec. 34-278. - Powers and duties.

(a) The planning and zoning board shall hear and make recommendations to the town council as to findings of fact on applications for:

(1) Rezoning applicants.

(2) Zoning ordinance amendments.

(3) Site plans.

(4) Conditional uses.

(5) Special exceptions permitted within each zoning district.

(6) Variances.

(7) Administrative appeals.

(8) Special permits and nonconforming uses.

(9) Any other planning or zoning related matter referred to it by the town council.

(b) After hearing any of the above applications, the board may recommend appropriate conditions, restrictions, limitations and safeguards it deems necessary, consistent with applicable law.

(c) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of October 13, 2019, only upon referral of such proposed amendments by the town council.

~~(c)~~(d) The board shall perform such other duties and special assignments as may be directed by the town council.

Sec. 34-29. - Planning and zoning board advisory only.

The actions, decisions and recommendations of the planning and zoning board shall not be final or binding on the town council but shall be advisory only.

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

Section 5: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

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

Section 7: Effective Date. This ordinance shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing ordinance on first reading.
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>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____ 2024.

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

Aye Nay Absent

ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2024.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Robert Shorr

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Laura Danowski



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Consideration of *Ordinance No. 2024-05* – Regarding Law Enforcement Services

Background:

The Town of Loxahatchee Groves currently has an agreement for law enforcement services with the Palm Beach County Sheriff’s Office. Ordinance No. 2024-05 proposes that in the event there is no contract for law enforcement services in effect between the Town and PBSO or an adjoining municipality, the law enforcement services in the Town will be the standard law enforcement services by the PBSO.

Recommendation:

Approve *Ordinance No. 2024-05* regarding law enforcement services on 1st Reading.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 11(2) of the Town's Charter provides that law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary; and,

WHEREAS, the Town currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office; and,

WHEREAS, Florida law currently limits the options for contractual law enforcement services for a municipality to the Sheriff of the County, or with a law enforcement agency of an adjoining municipality; however, while the Town could legally enter into a law enforcement services agreement with an adjoining municipality, all municipalities adjoining the Town currently have agreements for law enforcement services with the PBSO; and,

WHEREAS, Section 11(2) of the Town's Charter also provides that that the town shall not establish a town police department without a referendum; and,

WHEREAS, given the budgetary restraints of the Town and other logistical challenges to the Town creating its own law enforcement agency, in the event the Town's agreement with PBSO is terminated for any reason, the Town will need to rely on the standard law enforcement services of the PBSO that may be provided by PBSO without an agreement with the Town; and,

ORDINANCE NO. 2024-05**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

Section 1. The above stated “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. In the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff’s Office (PBSO) or with an adjoining municipality, the law enforcement services to be provided within the Town will be the standard law enforcement services provided by the PBSO without an agreement with the Town.

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

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

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

ORDINANCE NO. 2024-05

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2024.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2024.

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

TOWN CLERK

Vice Mayor Margaret Herzog

ORDINANCE NO. 2024-05

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Consideration of second reading of Ordinance No. 2024-02 repealing Ordinance No. 2023-04 and adopting the annual update to the Capital Improvements Element of the Comprehensive Plan.

Background:

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff is suggesting modifications to plan previously adopted through the passage Ordinance 2023-04 in September of 2023. The modifications are necessary based on the emergency culvert and canal bank conditions that are being arose after the passage of the Ordinance along with proposed modifications to the FY24 paving program that has been awarded.

The ordinance was considered and passed on first reading by the Council at its March 5, 2024, meeting.

The elements of the proposed plan are as follows:

Capital Projects Fund (305)

Carryforward the FY23 Plan – Council had given direction to complete the FY23 capital plan. The FY23 capital plan had been funded by \$2,178,100 of the Town’s revenues and \$126,459 in developer’s contribution for a total available funds of \$2,304,559. Capital expenditures in FY23 were \$1,640,010 which leaves an overall balance available to be carried forward of \$664,549. Specific FY23 projects to be brought forward and completed in FY24 were:

FY 23 Road Paving plan	\$342,399
161 st and A Rd Bridge Culvert	108,000
24 th and E Rd Bridge Culvert	126,000
Repair and maintenance of Canals	50,000



155 F Road Loxahatchee Groves, FL 33470

Total for specific projects	\$626,399
Unallocated FY 23 Funds	<u>38,150</u>
Total Carried Forward	\$664,549

The above FY23 projects have now been completed, with the exception of a few notable portions of the road improvement program on E Road, West G Road, Folsom Road and West 25th Street. The gaps that occurred because of not receiving or late reception of easements are currently planned to be addressed in the FY 25 Road Improvement Program, which staff is anticipating being bid in the September 2024 time period.

Restoration of Canal Banks by staff - At the final budget hearing the Council directed the funding of a canal bank restoration crew within public works. The source of the funding was:

Fund 305 Canal Bank Maintenance	\$50,000
Town Council Legal Expense	100,000
Fund 105 Repair and Maintenance Service	100,000
Town Council Special Events	15,000
Repair and Maintenance Building	8,000
Transfer from 105 fund balance	4,237
Road rock for 161 st Terrace	35,000
Road rock for Casey Road	27,500
Road rock for Tangerine	20,000
Legal ads	2,500
Reduction in Overtime Fund 101	2,500
Reduction in Overtime Fund 105	2,500
Reduction in Fuel	2,500
<u>Tax savings on reduction in Overtime.</u>	<u>233</u>
<u>Total Funds for Canal Restoration</u>	<u>\$370,000</u>

The canal restoration material expenditures are in Capital Fund in the amount of \$205,794. The staffing expenses in the amount of \$164,206 are budgeted in public works. The total expenses are \$370,000. The goal of the program is to restore 2 miles of canal bank this fiscal year.

Emergency Collecting Canal Bank Stabilization – The Town has entered into a contract to stabilize 2,000 feet of canal bank for \$197,500. The funding for that contract comes from the following:

Reallocation of matching funds for the Resiliency Grant	\$128,000
Carry forward FY23 Canal Bank Maintenance	50,000
<u>Reallocation from miscellaneous culvert failures</u>	<u>20,000</u>
<u>Total funds available for contract</u>	<u>\$198,000</u>

The emergency collecting canal bank stabilization program has been completed.



155 F Road Loxahatchee Groves, FL 33470

FY 24 Road Improvement Program - The proposed FY24 road rock plan in the amount of \$403,550 remains the same as Council approved in Ordinance 2023-04.

The FY24 CIP plan originally included \$1,155,750 of paving funds. There were three additional segments included in the bid, Casey Road, B to North, and North from B to C. The estimated cost of all segments bid in the awarded contract for FY24 paving bid is \$1,696,994. The Town still has the opportunity to remove segments from the bid as the cost associated with the segments does not begin until a notice to proceed on a particular segment is given. The breakdown of the contract prices for those roads are:

Currently in FY24 CIP		Newly Proposed
West C (Gruber to Forest Lane	\$ 77,673	
West D (Gruber to Bunny Lane)	89,865	
Global Trail	107,064	
Kerry Lane	79,563	
24 th Ct (E &W of F Rd)	171,581	
161 st Ter N	479,965	
Gruber	120,133	
E Citrus	132,037	
147 th	<u>26,594</u>	
Casey		\$187,878
B North and North B to C		<u>230,641</u>
Total	\$1,278,475	\$418,519
<u>Combined Total</u>		<u>\$1,696,994</u>

Funding sources for the additional funds include reallocation of culvert bridge monies and other recoverable storm expenditures upon their reimbursement by FEMA and donation proceeds from the Sod Farm. Staff is comfortable that funding will be available for the \$122,725 increase in awarded versus estimated contract amounts for the original scope of the project and Casey Road based on anticipated FEMA reimbursement funds and the unallocated monies from FY23 carryforward.

Staff is recommending that notice to proceed on B and North Road not be issued until donation from the Sod Farm is received.

Stormwater/Drainage Improvements – \$826,000 had originally been allocated for stormwater/drainage improvements consisting of:

Swales, catch basins & other control structures	\$500,000
Miscellaneous culverts	200,000
11 th Ter and D Rd culvert bridge	<u>126,000</u>
Total	\$826,000



155 F Road Loxahatchee Groves, FL 33470

The public works staff has identified additional culvert bridges that need to be replaced this year and therefore initiation of the swale and catch basin program is recommended to be postponed:

Swales, catch basins & other control structures	
Miscellaneous culverts	\$ 0
11 th Ter and D Rd culvert bridge	126,000
B Road culvert bridge	125,700
F & CC culvert bridge	436,300
12 th Place North culvert bridge	136,700
24th & F Road culvert bridge	140,000
<u>Culvert design and permitting</u>	<u>40,000</u>
<u>Total</u>	<u>\$1,004,700</u>

The additional \$198,700 needed to fund the revised program is proposed to come from a transfer from FY23 road and drainage carryover funds and FEMA reimbursement monies. There were \$320,928 carried over from the FY23 road and drainage fund (105). The details of those carryovers and their proposed allocation are found in the proposed budget amendment. \$180,000 from the carry forward would be transferred to capital.

FEMA Reimbursement – There are two culvert bridge projects, B Road and 24th & E, that are subject to a request for FEMA reimbursement because the need to replace them was because of storm activity. The budgets associated with those projects total \$251,700. It is anticipated FEMA will reimburse the Town for those costs. Total reimbursement for FEMA related expenses both capital and otherwise is anticipated to exceed \$400,000. The FEMA funds should be received in FY24. It is anticipated a total of \$271,794 of FEMA reimbursement monies will be spent on the FY24 CIP.

Capital budgeted in Public Works (105)

Other Road Materials and Supplies - \$172,500 is budgeted for capital road materials and supplies consisting mostly of annual rock replenishment.

Rental/Lease Option Machinery & Equipment - \$303,000 was budgeted for the rental/lease option of equipment. \$189,000 of those funds were allocated to the lease option purchase of two mowers and the grader and \$114,000 was for the rental of equipment including a dump truck. Dump truck costs have been averaging approximately \$4,500 a month. Staff is recommending the purchase of a dump truck rather than the continuation of the rental. A dump truck is regularly needed for the operations and the purchase of a more functional dump truck is estimated to be less than \$40,000 a year. A proposal to purchase a dump truck will be forthcoming on an upcoming Council meeting.



155 F Road Loxahatchee Groves, FL 33470

Purchase of Vehicles – Public Works purchased a used vehicle in FY24 for \$12,333 to be used by the Public Works Director for field reviews and inspections. These purchases were funded by a surplus in operating funds from FY23.

Capital budgeted in General Fund – (101)

Purchase of Code Vehicle – The code enforcement department needed a vehicle to conduct inspections as the truck that staff had been borrowing from the Public Works department was needed by Public Works. A code vehicle was purchased in FY24 for \$10,125 and is funded from anticipated FY24 operating surplus.

Recommendation:

Consideration and adoption of **Ordinance No. 2024-02** repealing **Ordinance No. 2023-04** and adopting the annual update to the Capital Improvements Element of the Comprehensive Plan second reading.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE NO. 2023-04; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

WHEREAS, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

WHEREAS, on September 19, 2023, the Town Council adopted Ordinance No. 2023-04, adopting the 2024-2028 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan; and

WHEREAS, the Town Council desires to repeal the prior adoption and adopt an amended version of the 2024 Annual Update to the Capital Improvements Element; and

WHEREAS, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan, as revised, and has projected the 5-year capital improvement schedule for the years 2024-2028 to be financially feasible.

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

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

Section 2. The Town of Loxahatchee Groves hereby repeals Ordinance No. 2023-04.

Section 3. The Town of Loxahatchee Groves hereby adopts the 2024-2028 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

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

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

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____, 2024.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____, 2024.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr

Councilmember Laura Danowski

TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2024-02

Exhibit A

		Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
Road Paving Plan (overlay program)							
West C (Gruber to Forest Lane)	0.3 miles	2024	\$ 77,673				
West D (Gruber to Bunny Lane)	0.3 miles	2024	\$ 89,865				
Global Trail	0.4 miles	2024	\$ 107,064	\$ -	\$ -	\$ -	\$ -
Kerry Lane	0.3 miles	2024	\$ 79,563	\$ -			
24th Court (E & W of F Rd)	0.6 miles	2024	\$ 171,581	\$ -			
161st Ter N	2 miles	2024	\$ 473,965	\$ -	\$ -	\$ -	\$ -
Gruber	0.5 miles	2024	\$ 120,133	\$ -	\$ -	\$ -	\$ -
E Citrus	0.5 miles	2024	\$ 132,037	\$ -	\$ -	\$ -	\$ -
147th	.125 miles	2024	\$ 26,594	\$ -	\$ -	\$ -	\$ -
A South	1.25 miles	2025	\$ -	\$ 316,250	\$ -	\$ -	\$ -
B North + North from B to C	1.0 miles	2024	\$ 230,641	\$ -	\$ -	\$ -	\$ -
Casey Rd	0.75 miles	2024	\$ 187,878	\$ -	\$ -	\$ -	\$ -
N North	1.5 miles	2025	\$ -	\$ 351,175	\$ -	\$ -	\$ -
Collect Canal	3.25 miles	2023&2025	\$ -	\$ 126,500	\$ -	\$ -	\$ -
E Southern to Citrus (Loxahatchee Ave)	0.15 miles	2025	\$ -	\$ -	\$ 37,950		
Citrus	0.25 miles	2025	\$ -	\$ -	\$ -		
Lox Ave Tangerine to Citrus	0.1 miles	2025	\$ -	\$ -	\$ -		
Tangerine	0.5 miles	2025	\$ -	\$ 126,500	\$ -	\$ -	\$ -
G Road (E)	0.5 miles	2025	\$ -	\$ 126,500			
25th St East of Folsom	0.25 miles	2025	\$ -	\$ 63,250			
S North	1.5 miles	2026	\$ -	\$ -	\$ 379,500		
6th Ct E Rd to Vinceremos	0.75 miles	2026	\$ -	\$ -	\$ 189,750	\$ -	\$ -
Compton	0.75 miles	2026	\$ -	\$ -	\$ 189,750	\$ -	\$ -
Bryan	0.75 miles	2026	\$ -	\$ -	\$ 189,750	\$ -	\$ -
Marcella	0.75 miles	2026	\$ -	\$ -	\$ 189,750	\$ -	\$ -
E North (gap)	0.25 miles	2025	\$ -	\$ 63,250			
Folsom (gap)	0.25 miles	2025	\$ -	\$ 63,250			
West 25 Street (gap)	0.15 miles	2025	\$ -	\$ 37,950			
G west (gap)	0.1 miles	2025	\$ -	\$ 25,300			
			\$ 1,696,994	\$ 1,299,925	\$ 1,176,450	\$ -	\$ -
Road Rock Plan (rebuilding of road beds)							
Collect Canal	3.25 miles	2024	\$ -	\$ 12,000	\$ -	\$ -	\$ -
South 'E' and Citrus	0.5 miles	2024	\$ 35,000	\$ -	\$ -	\$ -	\$ -
West C (Gruber to Forest Lane)	0.3 miles	2024	\$ 21,000				
West D (Gruber to Bunny Lane)	0.3 miles	2024	\$ 21,000				
Global Trail	0.4 miles	2024	\$ 28,000	\$ -	\$ -	\$ -	\$ -
Kerry Lane	0.3 miles	2024	\$ 10,500				
24th Court (E & W of F Rd)	0.6 miles	2024	\$ 21,000				
6th Ct (E Rd to Vinceremmos)	0.75 miles	2024	\$ -	\$ 52,500	\$ -	\$ -	\$ -
Tangerine	0.5 miles	2024	\$ 35,000	\$ -	\$ -	\$ -	\$ -
E Citrus	0.5 miles	2024	\$ 35,000	\$ -	\$ -	\$ -	\$ -
147th	0.125 miles	2024	\$ 8,500	\$ -	\$ -	\$ -	\$ -
161st Ter N	2 miles	2024	\$ 105,000	\$ -	\$ -	\$ -	\$ -
Casey Rd	0.75 miles	2024	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Gruber	0.5 miles	2024	\$ 35,000	\$ -	\$ -	\$ -	\$ -
B North	0.5 miles	2025	\$ 23,550	\$ -	\$ -	\$ -	\$ -
A South	1.25 miles	2025	\$ -	\$ 75,000	\$ -	\$ -	\$ -
N North	2 miles	2025	\$ -	\$ 75,000	\$ -	\$ -	\$ -
Folsom	0.3 miles	2025	\$ -	\$ -	\$ -	\$ -	\$ -
G Road (E)	0.5 miles	2025	\$ -	\$ 35,000			
25th St East of Folsom	0.25 miles	2025	\$ -	\$ 17,500			
S North	1.5 miles	2026	\$ -	\$ -	\$ 105,000	\$ -	\$ -
Lox Ave Tangerine to Citrus	0.1 miles	2026	\$ -	\$ -	\$ 6,000		
22nd N/F/P	0.6 miles	2026	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 403,550	\$ 267,000	\$ 111,000	\$ -	\$ -

TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2024-02

Exhibit A

	Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
Stormwater/Roadway Drainage Improvements						
SWM System Improvements-Resilient Florida						
Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage						
	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Specific Maintenance Projects						
Pump House (including instrumentation and controls)						
	2025	\$ -	\$ 10,000	\$ -	\$ -	\$ -
Gate Repairs at 'A'						
	2025	\$ -	\$ 10,000	\$ -	\$ -	\$ -
Gate Repairs at 'Folsom'						
	2025	\$ -	\$ 15,000	\$ -	\$ -	\$ -
Gate Repairs at 'D'						
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ 35,000	\$ -	\$ -	\$ -
Swales & Culverts						
Swales, Catch Basins and Other Control Structures						
	2024	\$ -	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
South E and Citrus Drainage System (Without tree removal)						
	2024	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Tangerine and Citrus Drainage System (Without tree removal)						
	2024	\$ -	\$ 300,000	\$ -	\$ -	\$ -
Miscellaneous culvert failures/emergency repairs (5-7 culverts)						
		\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		\$ -	\$ 1,050,000	\$ 550,000	\$ 550,000	\$ 550,000
Specific Culvert Locations						
B Rd Culvert						
	2024	\$ 125,700				
11th Ter and D Rd Bridge Culvert						
	2024	\$ 126,000	\$ -	\$ -	\$ -	\$ -
Miscellaneous culvert failures/emergency repairs (5-7 culverts)						
	2023-2026				\$ -	\$ -
F Rd + Collecting Canal Culvert						
	2024	\$ 436,300				
12th Place North						
		\$ 136,700				
24th + F Rd						
		\$ 140,000				
Culvert Design + Permitting						
		\$ 40,000				
		\$ 1,004,700	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance Canals						
Canal Bank Maintenance/Emergency Bank Stabilization Collecting Canal						
		\$ 198,000				
Cost to restore banks to 1.5:1 slope (30 Miles at 5% annually over 20 years) = 1.5 Miles at \$150.00 /LF						
	2024-2040	\$ 205,794	\$ -	\$ -	\$ -	\$ -
Seven Locks/Weirs at \$150,000 each location						
	2024-2040	\$ -	\$ 300,000	\$ 300,000	\$ 450,000	\$ -
		\$ 403,794	\$ 300,000	\$ 300,000	\$ 450,000	\$ -
Trails System						
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.						
North Road Trail						
	TBD		\$ 20,000	\$ -	\$ -	\$ -
Horse crossings at B, D and F Roads along canal heads						
	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Hand pump and trail amenities at C						
	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Development of a Linear Park from A Road to Folsom Road South						
	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Other Trails Improvements						
	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ 20,000	\$ -	\$ -	\$ -
Resiliency Grant Program						
	2024	\$ 350,000				

TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2024-02

Exhibit A

	Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
Capital Funds Available For FY2024:						
State Grant		\$ 750,000				
Resiliency Grant		\$ 350,000				
General Fund		\$ 1,202,853				
Gas Tax Funds		\$ 127,550				
Surtax Funds		\$ 334,000				
Road and Drainage Funds		\$ 484,691				
Carryover of Capital Funds From 2023		\$ 664,549				
FEMA Reimbursement*		\$ 271,794				
Private Contribution		\$ 250,000				
Total Capital Funds Available		\$ 4,435,437				

Recommended Use of Capital Funds in FY2024:

Resiliency Grant	\$ 350,000
Roadway Paving Plan (overlay program)	\$ 1,696,994
Roadway Rock Plan (rebuilding of road beds)	\$ 403,550
<i>Stormwater/Roadway Drainage Improvements Plan:</i>	
Swales and Culverts	\$ -
Specific Culvert Locations	\$ 1,004,700
Repair and Maintenance of Canals	\$ 403,794
Trails System	
FY23 Carry Forwards	\$ 576,399
Total Recommended Use of Capital Funds FY24	\$ 4,435,437

*Capital Projects subject to FEMA Reimbursement

B Road Culvert	\$ 125,700	Pending FEMA Reimbursement to be funded from Miscellaneous culvert repairs FY24
24th and E culvert Repair	\$ 126,000	Pending FEMA Reimbursement to be funded from carryover of FY 23 11th Terrace and D culvert
Additional FEMA monies to be transferred from 105 Fund upon receipt	\$ 20,094	
Total FEMA Capital Reimbursement Projects	\$ 271,794	

**Potential Funding for B North and North paving is donation from Sod Farm.

\$ 250,000

Sod Farm has discussed \$250,000 donation but matter is under review by their corporate offices.

Other Road Materials and Supplies (Budgeted in Public Works)

Road Maintenance								
Miscellaneous Annual Rock Replenishment	2024-2028	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500
Road Rehabilitation								
North Road (millings--see paving estimate above)	2025	\$ -	\$ 69,000	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 172,500	\$ 241,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500
Canal Reconstruction Crew		\$ 164,206						

TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2024-02

Exhibit A

	Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
Rental/Lease Option Machinery & Equipment <i>(Budgeted in Public Works)</i>						
<i>annually</i>						\$ 37,000
Tractor Mower	2024-2026	\$ 83,000	\$ 83,000	\$ 83,000		
Mower (Kubota)	2022-2024	\$ 56,000	\$ -			
Grader (John Deere)	2023-2025	\$ 50,000	\$ 50,000	\$ 123,000		
Dump Truck	2024-2026	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	
2015 Field Truck (used)	2023					
PW Director Vehicle (used)	2024	\$ 12,333				
Code Vehicle (used)***	2024	\$ 10,125				
Rental of equipment on as needed basis such as roller, pump vac, road plates & sweeper	2022-2026	\$ 74,000	\$ 60,000	\$ 60,000		
		\$ 325,458	\$ 233,000	\$ 306,000	\$ -	\$ 37,000
		\$ 670,458	\$ 474,500	\$ 478,500	\$ 172,500	\$ 209,500

*** Code Vehicle to be funded from general fund



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE : May 7, 2024

SUBJECT: Approval on Resolution No. 2024-29 Adopting a Budget Amendment for FY 2023-24

Background:

Attached Resolution 2024- provides for budget amendment to the FY 2024 budget as set forth in the attached Exhibit A. The amendment reflects adjustments, for FY23 carry forwards for CERT, the road and drainage fund and capital fund. In addition, there are revised capital projects detailed in the FY24 Capital Improvement Plan requiring additional transfers between funds, and reclassification between line items. The attached “evolution of the budget worksheet” shows the major decisions that have led to the changes and contains the detail of the line-item changes.

The net of the proposed changes to revenue are:

1. \$271,794 in FEMA reimbursements for past storm events to be allocated to the capital fund.
2. \$250,000 private donation to be allocated to the capital fund.

An increase in capital spending in the amount of \$701,794 funded by the above revenue sources and an additional \$180,000 transferred from FY23 carryforwards in the road and drainage fund, bringing the total amount transferred from road and drainage fund to the capital fund to \$484,691.

The major sequence of events in the evolution of the budget was:

1. Creation of the canal reconstruction crew and reallocation of \$370,000 within the budget as directed by Town Council upon second reading and adoption of the FY24 budget.
2. Carry forward of FY23 Capital Projects and funds in the amount of \$664,549.
3. Carry forward of FY23 unspent road and drainage funds in the amount of \$320,958.
4. Emergency need for repairs to be done by contractor on portions of collecting canal after adoption of the FY24 budget. Budgeted for \$198,000 and funded by a reallocation of FY24 capital funds and funds carried forward in FY23 capital. Project is completed and slightly under budget.



155 F Road Loxahatchee Groves, FL 33470

5. Creation of internal building department to replace contractor and provide better service with projected net positive budget impact of approximately \$4,000.
6. Potential advancement of roadways from FY25 to FY24 Road Improvement Program (Casey Road, B North and North B to C)
7. Revisions to Road Improvement Plan budget based on actual bid and award of contract.
8. Reduction in General Fund contribution to Solid Waste Fund from \$175,000 to \$118,000 as that is all that is needed to balance this year's budget in that fund and sufficient reserves exist in the Solid Waste Fund.

The details of the changes for the capital items are set forth in the memorandum relating to Ordinance No. 2024-02, which is also on your May 7, 2024 agenda.

The carry forward of \$320,928 in FY23 road and drainage funds is proposed to be utilized in the following manner:

1. \$180,000 transferred to capital fund for replacement of bridge culverts and related design and permitting.
2. \$62,500 for tree removal contract (previously approved by Town Council)
3. \$12,333 to fund the purchase of a used vehicle to be utilized for inspections and related work by the public works director.
4. \$40,000 for engineering and survey expenses not directly attributable to current capital projects.
5. \$18,996 remain in traffic control signs account, resulting in a total budget of \$29,996 for traffic control signs. (staff is moving forward with replacement and upgrade of the existing traffic control signs in town)
6. Leave \$2,323 in operating supplies bringing the total budget for operating supplies to \$17,323.
7. Leave \$4,776 in Fuel line item, so the total amount budgeted in fuel was \$47,276.

The budget amendment was reviewed by FAAC at their April 29, 2024 meeting

Recommendation:

Motion to approve **Resolution No. 2024-29** adopting a budget amendment for the Town's budget for Fiscal Year 2023-2024.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September 19, 2023, the Town Council of the Town of Loxahatchee Groves (the "Town") adopted Resolution No. 2023-64 approving the Fiscal Year 2023- 2024 Budget; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Town may amend its adopted budget for the Fiscal Years beginning October 1, 2023, and ending September 30, 2024, at any time within a fiscal year, within 60 days following the end of the fiscal year; and

WHEREAS, the Town Management has been reviewing the budgeted revenues and expenditures and direction given by Town Council during the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and is recommending amendments to the Town's budgets as set forth in **Exhibit "A"** hereto.

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves and its residents to adopt this Resolution.

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

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

Section 2. The Town's adopted budgets for the Fiscal Years beginning October 1, 2023, and ending September 30, 2024, is hereby amended as set forth in **Exhibit "A"** attached hereto

and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

Section 5. This Resolution shall be retroactively effective to October 1, 2023, upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Valerie Oakes, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Office of the Town Attorney

Council Member Robert Shorr

Council Member Phillis Maniglia

Exhibit A
Town of Loxahatchee Groves FY2024
Mid-Year Budget Amendment

General Fund			
	<u>Original Budget</u>	<u>Change to Original Budget</u>	<u>Final Amended Budget</u>
Revenues			
Ad Valorem Taxes	1,502,208	-	1,502,208
Licenses and Permits	360,000	-	360,000
Utility Taxes	496,000	-	496,000
Franchise Fee	536,800	-	536,800
Charges for Services	219,000	-	219,000
Intergovernmental Revenue	422,000	-	422,000
Fines and Forfeitures	10,000	-	10,000
Investment Income	5,000	-	5,000
Miscellaneous Revenue	1,000	-	1,000
Transfers In From Road and Drainag	172,500	-	172,500
Use of Fund Balance	506,059		506,059
Total Revenue	<u>4,230,567</u>	-	<u>4,230,567</u>
Expenditures			
General Government			
Town Council	141,443	-	141,443
Town Manager	804,814	-	804,814
Financial Services	143,000	-	143,000
Legal Services	175,000	-	175,000
Communications and Technology	99,500	-	99,500
Other	147,127	-	147,127
Total General Government	<u>1,510,884</u>	-	<u>1,510,884</u>
Public Safety			
Police	661,000	-	661,000
Planning, Zoning, & Building	434,172	-	434,172
Code Enforcement	242,329	-	242,329
Total Public Safety	<u>1,337,501</u>	-	<u>1,337,501</u>
Transfers Out	<u>1,377,853</u>	-	<u>1,320,853</u>
Total Expenditures	<u>4,226,238</u>	-	<u>4,169,238</u>
To Fund Balance	<u>4,329</u>	-	<u>61,329</u>

Transportation Fund

	Original Budget	Change to Original Budget	Final Amended Budget
Revenues			
Intergovernmental	406,386	-	406,386
Total Revenues	<u>406,386</u>	<u>-</u>	<u>406,386</u>
Expenditures			
Transfers Out	406,386	-	406,386
Total Expenditures	<u>406,386</u>	<u>-</u>	<u>406,386</u>
To Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>

Local Option Sales Tax Fund

	Original Budget	Change to Original Budget	Final Amended Budget
Revenues			
Intergovernmental	334,000	-	334,000
Gains or Loss on Investments	-	-	-
Total Revenues	<u>334,000</u>	<u>-</u>	<u>334,000</u>
Expenditures			
Public Works	334,000	-	334,000
Total Expenditures	<u>334,000</u>	<u>-</u>	<u>334,000</u>
To Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>

Water Control District Fund

	Original Budget	Change to Original Budget	Final Amended Budget
Revenues			
Assessments, Net of Discounts	1,530,757	-	1,530,757
Charges For Services	-	-	-
Interest and Investment Income	-	-	-
Miscellaneous	5,000	-	5,000
Tranfers In	278,836	-	278,836
Carryover Line Items From FY23	320,928	-	320,928
Fund Balance Appropriated	624,113	-	624,113
Total Revenues	2,759,634	-	2,759,634
Expenditures			
Physical Environment	2,449,943	(192,333)	2,257,610
Debt Service	5,000	-	5,000
Capital Outlay	-	12,333	12,333
Transfers Out	304,691	180,000	484,691
Total Expenditures	2,759,634	-	2,759,634
To Fund Balance	-	-	-

CIP Fund

	Original Budget	Change to Original Budget	Final Amended Budget
Revenues			
Intergovernmental	1,100,000	271,794	1,371,794
Private Contributions	-	250,000	250,000
Transfers In	1,969,094	180,000	2,149,094
Balance Brought Forward	664,549	-	664,549
Total Revenues	3,733,643	701,794	4,435,437
Expenditures			
Physical Environment Capital	3,695,493	739,944	4,435,437
Carryforward Available Funds	38,150	(38,150)	-
Total Expenditures	3,733,643	701,794	4,435,437
To/From Fund Balance	-	-	-

Solid Waste Fund

	Original Budget	Change to Original Budget	Final Amended Budget
Revenues			
Assessments, net of Discounts	580,224	-	580,224
Intergovernmental	-	-	-
Miscellaneous	1,000	-	1,000
Transfers In	175,000	(57,000)	118,000
Total Revenues	756,224	(57,000)	699,224
Expenses			
Physical Environment	698,848	-	698,848
Transfer To Fund Balance	57,376	(57,000)	376
Total Expenses	756,224	(57,000)	699,224
To Fund Balance	-	-	-

Town of Loxahatchee Groves
Evolution of the Budget Worksheet FY24

		Original FY 2024 Budget at 2nd Reading	Council Directed Changes at 2nd Hearing plus CERT	FY 2024 Budget 1	Adopted	FY23 Fund 105 Carryforwards	Proposed 105 Carryforward Allocations	ITB Award for Road Paving Adjustments	Council Directed Changes for Collecting Canal Emergency Repairs	FEMA Reimbursement/ Private Contribution Anticipated	Create Building Department	FY 2024 Budget 2	Adjusted
001 - General Fund REVENUES													
REVENUES													
001-01-31-311-31000	Ad Valorem Taxes	\$ 1,502,208		\$ 1,502,208								\$ 1,502,208	
001-01-31-314-31410	Electric Utility Tax	\$ 391,000		\$ 391,000								\$ 391,000	
001-01-31-314-31480	Utility Service Tax- Propane	\$ 11,000		\$ 11,000								\$ 11,000	
001-01-31-315-31500	Communication Services	\$ 94,000		\$ 94,000								\$ 94,000	
001-01-31-316-31600	Local Business Tax	\$ 100,000		\$ 100,000								\$ 100,000	
001-01-32-323-32310	FPL Franchise Fee	\$ 310,000		\$ 310,000								\$ 310,000	
001-01-32-323-32330	PBC Water Utility Franchise	\$ 30,000		\$ 30,000								\$ 30,000	
001-01-32-323-32360	PBC Sewer Utility Franchise	\$ -		\$ -								\$ -	
001-01-32-323-32370	Solid Waste Franchise	\$ 190,000		\$ 190,000								\$ 190,000	
001-01-32-323-32390	Hauler's Franchise Fee	\$ 6,800		\$ 6,800								\$ 6,800	
001-01-32-329-32900	Building Permits	\$ 200,000		\$ 200,000								\$ 200,000	
001-01-32-329-32901	Other Permits	\$ 60,000		\$ 60,000								\$ 60,000	
001-01-32-329-32902	RV Registrations	\$ -		\$ -								\$ -	
001-01-32-329-32903	Floodplain Development Application	\$ -		\$ -								\$ -	
001-01-32-329-32904	Water Use Permits	\$ -		\$ -								\$ -	
001-01-32-329-32905	Alarm Registration	\$ -		\$ -								\$ -	
001-01-32-329-32906	Right of Way Permit	\$ -		\$ -								\$ -	
001-01-32-329-32940	Watershed Permits	\$ -		\$ -								\$ -	
001-01-32-341-34000	General Gov't Charges	\$ -		\$ -								\$ -	
001-01-32-341-34135	Administrative Charge Dependent District	\$ 172,500		\$ 172,500								\$ 172,500	
001-01-33-335-35120	Municipal Revenue Sharing	\$ 86,000		\$ 86,000								\$ 86,000	
001-01-33-335-35150	Alcoholic Beverage License Tax	\$ 6,000		\$ 6,000								\$ 6,000	
001-01-33-335-35180	Half Cent Sales Tax	\$ 330,000		\$ 330,000								\$ 330,000	
001-01-34-341-34000	General Government Charges	\$ 9,000		\$ 9,000								\$ 9,000	
001-01-34-341-34180	Planning and Zoning Fees	\$ -		\$ -								\$ -	
001-01-34-341-34190	Cost Recovery Fees	\$ 210,000		\$ 210,000								\$ 210,000	
001-01-35-351-35150	Court Fines	\$ -		\$ -								\$ -	
001-01-35-354-35400	Code Enforcement Fines	\$ 10,000		\$ 10,000								\$ 10,000	
001-01-35-354-35401	Alarm Violation	\$ -		\$ -								\$ -	
001-01-35-354-35410	Tree Mitigation	\$ -		\$ -								\$ -	
001-01-36-361-36110	Interest	\$ 5,000		\$ 5,000								\$ 5,000	
001-01-36-369-36990	Other Miscellaneous Revenue	\$ 1,000		\$ 1,000								\$ 1,000	
001-14-36-361-36110	Interest for FMIVT	\$ -		\$ -								\$ -	
001-01-38-381-38100	Fund Balance Appropriated	\$ 504,331	\$ 1,728	\$ 506,059								\$ 506,059	
	Total Revenues	\$ 4,228,840	\$ 1,728	\$ 4,230,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,230,568	
EXPENSES													
001-10-51-511-51200	Regular Salaries	\$ 45,000		\$ 45,000								\$ 45,000	
001-10-51-511-52100	FICA Taxes	\$ 3,443		\$ 3,443								\$ 3,443	
001-10-51-511-53101	Town Council Legal Expenses	\$ 100,000	\$ (100,000)	\$ -								\$ -	
001-10-51-511-53100	Lobbying Services	\$ 70,000		\$ 70,000								\$ 70,000	
001-10-51-511-54000	Travel	\$ 5,000		\$ 5,000								\$ 5,000	
001-10-51-511-55400	Books, Publications, Subscriptions	\$ 5,000		\$ 5,000								\$ 5,000	
001-10-51-511-55500	Education & Training	\$ 3,000		\$ 3,000								\$ 3,000	
001-10-51-511-58200	Special Events/ Contributions	\$ 25,000	\$ (15,000)	\$ 10,000								\$ 10,000	
001-12-51-512-51200	Regular Salaries	\$ 518,013		\$ 518,013								\$ 518,013	
001-12-51-512-51400	Overtime	\$ 20,000	\$ (2,500)	\$ 17,500								\$ 17,500	
001-12-51-512-52100	FICA Taxes	\$ 39,628		\$ 39,628								\$ 39,628	
001-12-51-512-52200	Retirement FRS	\$ 106,502		\$ 106,502								\$ 106,502	
001-12-51-512-52300		\$ -		\$ -								\$ -	
001-12-51-512-52400		\$ -		\$ -								\$ -	
001-12-51-512-51200		\$ -		\$ -								\$ -	
001-12-51-512-51400		\$ -		\$ -								\$ -	
001-12-51-512-52100		\$ -		\$ -								\$ -	
001-12-51-512-52200		\$ -		\$ -								\$ -	
001-12-51-512-52300	Health and Life Insurance	\$ 53,366		\$ 53,366								\$ 53,366	
001-12-51-512-52400	Worker's Compensation	\$ 1,805		\$ 1,805								\$ 1,805	
001-12-51-512-53400	Other Professional Services	\$ 3,000		\$ 3,000								\$ 3,000	
001-12-51-512-54000	Travel	\$ 9,000		\$ 9,000								\$ 9,000	
001-12-51-512-54200	Postage and Freight	\$ 3,000		\$ 3,000								\$ 3,000	
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording)	\$ 8,000		\$ 8,000								\$ 8,000	
001-12-51-512-54930	Election Expense	\$ 20,000		\$ 20,000								\$ 20,000	
001-12-51-512-54960	Legal Advertising	\$ 5,000		\$ 5,000								\$ 5,000	
001-12-51-512-55100	Office Supplies	\$ 10,000		\$ 10,000								\$ 10,000	
001-12-51-512-55400	Books, Publications, Subscriptions	\$ 6,000		\$ 6,000								\$ 6,000	
001-12-51-512-55500	Education & Training	\$ 4,000		\$ 4,000								\$ 4,000	
001-14-51-514-53110	Payroll Fees	\$ 8,000		\$ 8,000								\$ 8,000	
001-14-51-513-53200	Accounting and Auditing	\$ 100,000		\$ 100,000								\$ 100,000	
001-14-51-513-53300	Compliance Auditing	\$ 25,000		\$ 25,000								\$ 25,000	
001-14-51-513-54910	Bank and Merchant Account Charges	\$ 10,000		\$ 10,000								\$ 10,000	
001-16-51-514-53100	Professional Services Legal Fees	\$ 175,000		\$ 175,000								\$ 175,000	
001-18-51-515-51200	Regular Salaries-Building	\$ -		\$ 82,000							\$ 82,000	\$ 82,000	\$ 82,000
001-18-51-515-51400	Overtime-Building	\$ -		\$ 1,500							\$ 1,500	\$ 1,500	\$ 1,500
001-18-51-515-52100	FICA Taxes-Building	\$ -		\$ 6,388							\$ 6,388	\$ 6,388	\$ 6,388
001-18-51-515-52200	Retirement FRS-Building	\$ -		\$ 11,331							\$ 11,331	\$ 11,331	\$ 11,331

Town of Loxahatchee Groves
Evolution of the Budget Worksheet FY24

		Original FY 2024 Budget at 2nd Reading	Council Directed Changes at 2nd Hearing plus CERT	FY 2024 Budget 1	Adopted	FY23 Fund 105 Carryforwards	Proposed 105 Carryforward Allocations	ITB Award for Road Paving Adjustments	Council Directed Changes for Collecting Canal Emergency Repairs	FEMA Reimbursement/ Private Contribution Anticipated	Create Building Department	FY 2024 Budget 2	Adjusted
001-18-51-515-52300	Health and Life Insurance-Building	\$ -		\$ 9,319							\$ 9,319	\$ 9,319	
001-18-51-515-52400	Worker's Compensation-Building	\$ -		\$ 134							\$ 134	\$ 134	
001-18-51-518-53100	Professional Service- Building Protective	\$ 180,000		\$ 65,000							\$ (115,000)	\$ 65,000	
001-20-51-515-53400	Other Services- Planning Process	\$ 4,000		\$ 4,000								\$ 4,000	
001-20-51-515-53420	Comprehensive Plan	\$ 30,000		\$ 30,000								\$ 30,000	
001-20-51-515-53450	Planning & Zoning Contract	\$ 45,000		\$ 45,000								\$ 45,000	
001-20-51-515-53451	Planner On Call	\$ 10,000		\$ 10,000								\$ 10,000	
001-20-51-515-53490	Cost Recovery Expenditures	\$ 160,000		\$ 160,000								\$ 160,000	
001-20-51-515-54960	Legal Advertising	\$ 12,000	\$ (2,500)	\$ 9,500								\$ 9,500	
001-22-51-519-51200	Regular Salaries- Code	\$ 91,780		\$ 91,780								\$ 91,780	
001-22-51-519-51400	Overtime-Code	\$ -		\$ -								\$ -	
001-22-51-519-52100	FICA Taxes-Code	\$ 7,021		\$ 7,021								\$ 7,021	
001-22-51-519-52200	Retirement FRS-Code	\$ 15,398		\$ 15,398								\$ 15,398	
001-22-51-519-52300	Health and Life Insurance-Code	\$ 15,060		\$ 15,060								\$ 15,060	
001-22-51-519-52400	Workers' Compensation-Code	\$ 4,071		\$ 4,071								\$ 4,071	
001-22-51-519-53100	Professional Services - Legal	\$ 75,000		\$ 75,000								\$ 75,000	
001-22-51-519-53150	Special Magistrate	\$ 25,000		\$ 25,000								\$ 25,000	
001-22-51-519-53400	Other Services - Code	\$ 3,000		\$ 3,000								\$ 3,000	
001-22-51-519-54100	Legal Advertising	\$ 5,000		\$ 5,000								\$ 5,000	
001-22-51-519-53491	Code Compliance Costs	\$ -		\$ -								\$ -	
001-22-51-519-55500	Education & Training	\$ 1,000		\$ 1,000								\$ 1,000	
001-26-52-521-53410	Law Enforcement (PBSO)	\$ 661,000		\$ 661,000								\$ 661,000	
001-31-51-519-54103	Cellular Services	\$ -		\$ 7,500								\$ -	
001-31-51-519-54105	Website Costs	\$ 20,000		\$ 20,000								\$ 20,000	
001-31-51-519-54107	Internet Service	\$ 12,000		\$ 12,000								\$ 12,000	
001-31-51-519-54109	Computer Services, Node (0), Office 365	\$ 30,000		\$ 30,000								\$ 30,000	
001-31-51-519-54922	Computer Subscription Services	\$ 30,000		\$ 30,000								\$ 30,000	
001-32-51-519-54100	Communication Services	\$ 7,500		\$ 7,500								\$ 7,500	
001-32-51-519-53400	Other Service- Janitorial and Maintenance	\$ 20,000		\$ 20,000								\$ 20,000	
001-32-51-519-54300	Utilities	\$ 10,000		\$ 10,000								\$ 10,000	
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	\$ 13,000		\$ 13,000								\$ 13,000	
001-32-51-519-54500	Insurance other than Workers' Compensation	\$ 90,000		\$ 90,000								\$ 90,000	
001-32-51-519-54600	Repair and Maintenance - Building	\$ 18,000	\$ (8,000)	\$ 10,000								\$ 10,000	
001-32-51-519-54910	Computer Hardware and Software	\$ -		\$ -								\$ -	
001-78-51-519-58220	Loxahatchee Groves CERT	\$ 2,400	\$ 1,728	\$ 4,127								\$ 4,127	
001-90-58-581-59305	Transfer to C.I.P Fund	\$ 1,074,853	\$ 128,000	\$ 1,202,853								\$ 1,202,853	
001-90-58-581-59405	Transfer to Solid Waste Fund	\$ 175,000	\$ (57,000)	\$ 175,000								\$ 175,000	
001-90-58-581-59000	Contribution to Fund Balance	\$ -	\$ 57,000	\$ 4,329							\$ 4,328	\$ 4,328	\$ 61,328
Total Expenses		\$ 4,228,840	\$ 1,728	\$ 4,230,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,230,568
Revenues Less Expenditures		\$ (1)	\$ -	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1)
101 - Transportation Fund													
REVENUES													
101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$ 278,836		\$ 278,836								\$ 278,836	
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	\$ 127,550		\$ 127,550								\$ 127,550	
Total Revenues		\$ 406,386	\$ -	\$ 406,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 406,386
EXPENSES													
101-40-58-581-59105	Transfer to Roads and Drainage	\$ 278,836		\$ 278,836								\$ 278,836	
101-40-58-581-59305	Transfer to C.I.P Fund	\$ 127,550		\$ 127,550								\$ 127,550	
Total Expenses		\$ 406,386	\$ -	\$ 406,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 406,386
Revenues Less Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
103 - Local Option Sales Tax (L.O.S.T) Fund													
REVENUES													
103-01-31-312-31260	Sales Tax Infrastructure	\$ 334,000		\$ 334,000								\$ 334,000	
103-14-36-361-36110	Interest for FMIVT	\$ -		\$ -								\$ -	
Total Revenues		\$ 334,000	\$ -	\$ 334,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,000
EXPENSES													
103-40-58-581-59305	Transfer to C.I.P Fund	\$ 334,000		\$ 334,000								\$ 334,000	
Total Expenses		\$ 334,000	\$ -	\$ 334,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,000
Revenues Less Expenditures		\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105 - Water Control District													
REVENUES													
105-01-32-325-32510	Other Assessments	\$ 30,000		\$ 30,000								\$ 30,000	
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$ 1,560,164		\$ 1,560,164								\$ 1,560,164	
105-01-32-325-32522	Discount Fees	\$ (62,407)		\$ (62,407)								\$ (62,407)	
105-01-32-325-36990	Other Assessments - PBCSB	\$ 3,000		\$ 3,000								\$ 3,000	
105-01-36-369-36990	Miscellaneous Revenue	\$ 5,000		\$ 5,000								\$ 5,000	
105-01-38-381-38111	Contributions from Transportation Fund	\$ 278,836		\$ 278,836								\$ 278,836	

Town of Loxahatchee Groves
Evolution of the Budget Worksheet FY24

		Original FY 2024 Budget at 2nd Reading	Council Directed Changes at 2nd Hearing plus CERT	FY 2024 Budget 1	Adopted	FY23 Fund 105 Carryforwards	Proposed 105 Carryforward Allocations	ITB Award for Road Paving Adjustments	Council Directed Changes for Collecting Canal Emergency Repairs	FEMA Reimbursement/ Private Contribution Anticipated	Create Building Department	FY 2024 Budget 2	Adjusted
105-01-38-381-38100	Carryover Line Items From FY23	\$ -		\$ 320,928	\$ 320,928							\$ 320,928	
105-01-38-381-381000	Fund Balance Appropriated	\$ 624,113		\$ 624,113								\$ 624,113	
	Total Revenues	\$ 2,438,706	\$ -	\$ 2,759,634	\$ 320,928	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,759,634	
EXPENSES													
105-50-53-538-51200	Regular Salaries	\$ 575,068		\$ 729,322	\$ 154,254	\$ (154,254)						\$ 575,068	
105-50-53-538-51400	Overtime	\$ 21,000	\$ (2,500)	\$ 18,500	\$ -	\$ -						\$ 18,500	
105-50-53-538-51500	Special Pay	\$ 6,000		\$ 7,344	\$ 1,344	\$ (1,344)						\$ 6,000	
105-50-53-538-52100	FICA Taxes	\$ 43,993		\$ 53,544	\$ 9,551	\$ (9,551)						\$ 43,993	
105-50-53-538-52200	Retirement FRS	\$ 134,192		\$ 147,784	\$ 13,592	\$ (13,592)						\$ 134,192	
105-50-53-538-52300	Health and Life Insurance	\$ 58,925		\$ 58,925	\$ (0)	\$ -						\$ 58,925	
105-50-53-538-52400	Worker's Compensation	\$ 27,792		\$ 27,792	\$ (0)	\$ -						\$ 27,792	
105-50-53-538-53102	Professional Service - Drug Test	\$ 2,000		\$ 2,000	\$ -	\$ -						\$ 2,000	
105-50-53-538-53200	Accounting and Auditing	\$ 25,000		\$ 40,981	\$ 15,981	\$ (15,981)						\$ 25,000	
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$ 55,000		\$ 72,717	\$ 17,717	\$ (17,717)						\$ 55,000	
105-50-53-538-53480	Other Services - PBC Admin Fee	\$ 15,602		\$ 15,602	\$ -	\$ -						\$ 15,602	
105-50-53-538-51200.xx	Salaries	\$ -	\$ 114,400	\$ 114,400	\$ -	\$ -						\$ 114,400	
105-50-53-538-51400.xx	Overtime	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -	
105-50-53-538-52100.xx	FICA Taxes & Medicare	\$ -	\$ 8,751	\$ 8,751	\$ -	\$ -						\$ 8,751	
105-50-53-538-52200.xx	Retirement FRS	\$ -	\$ 19,193	\$ 19,193	\$ -	\$ -						\$ 19,193	
105-50-53-538-52300.xx	Health and Life Insurance	\$ -	\$ 12,604	\$ 12,604	\$ -	\$ -						\$ 12,604	
105-50-53-538-52400.xx	Worker's Compensation	\$ -	\$ 8,995	\$ 8,995	\$ -	\$ -						\$ 8,995	
105-50-53-538-54100	Communication Services	\$ 24,000		\$ 24,000	\$ -	\$ -						\$ 24,000	
105-50-53-538-54300	Utilities	\$ 14,000		\$ 18,115	\$ 4,115	\$ (4,115)						\$ 14,000	
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$ 303,000		\$ 303,000	\$ -	\$ 12,333						\$ 315,333	
105-50-53-538-54500	Insurance other than Workers' Compensation	\$ 60,000		\$ 60,000	\$ -	\$ -						\$ 60,000	
105-50-53-538-54680	Repair and Maintenance Svc -	\$ 150,000	\$ (100,000)	\$ 69,548	\$ 19,548	\$ (19,548)						\$ 50,000	
105-50-53-538-54901	Indirect Cost Allocations	\$ 172,500		\$ 172,500	\$ -	\$ -						\$ 172,500	
105-50-53-538-54910	Computer hardware & Software	\$ 20,000		\$ 20,000	\$ -	\$ -						\$ 20,000	
105-50-53-538-54980	Uniforms	\$ 2,000		\$ 2,000	\$ -	\$ -						\$ 2,000	
105-50-53-538-55100	Office Supplies	\$ 1,000		\$ 1,000	\$ -	\$ -						\$ 1,000	
105-50-53-538-55210	Fuel	\$ 45,000	\$ (2,500)	\$ 50,042	\$ 7,542	\$ (2,766)						\$ 47,276	
105-50-53-538-55220	Lubricants	\$ 4,000		\$ 7,632	\$ 3,632	\$ (3,632)						\$ 4,000	
105-50-53-538-55400	Books, Publications, Subscriptions	\$ 2,000		\$ 2,000	\$ -	\$ -						\$ 2,000	
105-50-53-538-55500	Education & Training	\$ 2,000		\$ 2,000	\$ -	\$ -						\$ 2,000	
105-50-54-541-53400	Engineering/Land Surveying	\$ -		\$ 40,000	\$ 40,000	\$ -						\$ 40,000	
105-50-54-541-54440	Rental and Leases - Equip, Storage, etc	\$ -		\$ -	\$ -	\$ -						\$ -	
105-50-54-541-54670	Traffic Control Signs	\$ 10,000		\$ 28,996	\$ 18,996	\$ -						\$ 28,996	
105-50-54-541-54680	Repair and Maintenance - Machinery	\$ 40,000		\$ 40,000	\$ -	\$ -						\$ 40,000	
105-50-54-541-55200	Operating Supplies	\$ 15,000		\$ 29,656	\$ 14,656	\$ (12,333)						\$ 17,323	
105-50-54-541-55300	Road Materials & Supplies	\$ 15,000		\$ 15,000	\$ -	\$ -						\$ 15,000	
105-50-54-541-55310	Road Maintenance and Service	\$ 225,000		\$ 225,000	\$ -	\$ 62,500						\$ 287,500	
105-50-54-541-55500	Education & Training	\$ 1,000		\$ 1,000	\$ -	\$ -						\$ 1,000	
105-50-54-541-57301	Other Debt Service Costs	\$ 5,000		\$ 5,000	\$ -	\$ -						\$ 5,000	
105-50-54-541-59001	Transfer to CIP	\$ 359,397	\$ (54,706)	\$ 304,691	\$ -	\$ 180,000						\$ 484,691	
105-50-54-541-56400	Capitalized Leases and Purchases of	\$ -		\$ -	\$ -	\$ -						\$ -	
105-50-54-541-59000	Transfer to Fund Balance	\$ 4,237	\$ (4,237)	\$ -	\$ -	\$ -						\$ 0	
	Total Expenses	\$ 2,438,706	\$ -	\$ 2,759,634	\$ 320,928	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,759,634	
	Revenues Less Expenditures	\$ (0)	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	
305 - Capital Improvement Project (C.I.P) Fund													
REVENUES													
305-01-33-337-33700	Local Gov't Unit Grant - Physical Environment	\$ 750,000		\$ 750,000								\$ 750,000	
305-01-33-337-33701	FEMA Reimbursement								\$ 271,794			\$ 271,794	
	Resiliency Grant	\$ 350,000		\$ 350,000								\$ 350,000	
	Private Contributions								\$ 250,000			\$ 250,000	
305-01-38-381-38105	Contribution from Road and Drainage	\$ 359,397	\$ (54,706)	\$ 304,691	\$ -	\$ 180,000						\$ 484,691	
305-01-38-381-38110	Contribution from General Fund	\$ 1,074,853	\$ 128,000	\$ 1,202,853								\$ 1,202,853	
305-01-38-381-38111	Contributions from Transportation Fund	\$ 127,550		\$ 127,550								\$ 127,550	
305-01-38-381-38112	Contributions From Surtax Fund	\$ 334,000		\$ 334,000								\$ 334,000	
305-01-38-381-38100	Balances Brought Forward	\$ -		\$ 664,549	\$ -	\$ 614,549		\$ 50,000				\$ 664,549	
	Total Revenues	\$ 2,995,800	\$ 73,294	\$ 3,733,643	\$ -	\$ 794,549		\$ 50,000	\$ 521,794	\$ -	\$ -	\$ 4,435,437	
EXPENSES													
305-60-53-538-56334	Swales, Catch Basin, and Other Control	\$ 500,000		\$ 500,000	\$ -	\$ (500,000)						\$ -	
305-60-53-538-56335	Miscellaneous Culvert Failures/Emergency	\$ 200,000		\$ 54,300	\$ -	\$ (125,700)		\$ (20,000)	\$ 20,094			\$ -	
						\$ (54,300)							
						\$ (20,094)							
305-60-53-538-56336	11th Ter and D Rd Bridge Culvert	\$ 126,000		\$ 126,000								\$ 126,000	
305-60-53-538-56337	Restoration of Canal Banks	\$ 50,000	\$ 155,794	\$ 205,794								\$ 205,794	
305-60-53-538-56338	Emergency Bank Stabilization Collecting Canal	\$ -		\$ 198,000				\$ 198,000				\$ 198,000	
305-60-53-538-56348	B Road Culvert, FEMA, Funded Temp from	\$ -		\$ 125,700					\$ 125,700			\$ 125,700	
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Funded	\$ -		\$ 126,000					\$ 126,000			\$ 126,000	
	New Culvert Design & Permitting					\$ 40,000						\$ 40,000	
	F Rd & Collecting Canal					\$ 436,300						\$ 436,300	
	24th & F Rd					\$ 136,700						\$ 136,700	
	12th Place North					\$ 140,000						\$ 140,000	

Town of Loxahatchee Groves
Evolution of the Budget Worksheet FY24

		Original FY 2024 Budget at 2nd Reading	Council Directed Changes at 2nd Hearing plus CERT	FY 2024 Budget 1	Adopted	FY23 Fund 105 Carryforwards	Council Directed Changes					FY 2024 Budget 2	Adjusted
							Proposed 105 Carryforward Allocations	ITB Award for Road Paving Adjustments	Collecting Canal Emergency Repairs	for FEMA Reimbursement/ Private Contribution Anticipated	Create Building Department		
305-60-54-541-56101	West C (Gruber to Forest Lane)- Paving	\$ 69,000		\$ 69,000				\$ 8,673				\$ 77,673	
305-60-54-541-56102	West D (Gruber to Bunny Lane)- Paving	\$ 69,000		\$ 69,000				\$ 20,865				\$ 89,865	
305-60-54-541-56103	Global Trail- Paving	\$ 92,000		\$ 92,000				\$ 15,064				\$ 107,064	
305-60-54-541-56104	Kerry Lane- Paving	\$ 69,000		\$ 69,000				\$ 10,563				\$ 79,563	
305-60-54-541-56105	24th Fourth (E & W of F Road)- Paving	\$ 138,000		\$ 138,000				\$ 33,581				\$ 171,581	
305-60-54-541-56106	161st Terrace North- Paving	\$ 460,000		\$ 460,000				\$ 13,965				\$ 473,965	
305-60-54-541-56107	Gruber- Paving	\$ 115,000		\$ 115,000				\$ 5,133				\$ 120,133	
305-60-54-541-56108	E Citrus- Paving	\$ 115,000		\$ 115,000				\$ 17,037				\$ 132,037	
305-60-54-541-56109	147th- Paving	\$ 28,750		\$ 28,750				\$ (2,156)				\$ 26,594	
305-60-54-541-56329	West 25th Street N-paving Carryover	\$ -		\$ 50,000		\$ 50,000						\$ 50,000	
305-60-54-541-56311	Folsom Road- Paving Carryover	\$ -		\$ 108,000		\$ 40,014						\$ 40,014	
305-60-54-541-56154	161st and A Rd Bridge Culvert-FY23 Carryover	\$ -		\$ 154,885		\$ 108,000						\$ 108,000	
305-60-54-541-56305	E North to SN Road -Paving Carryover	\$ -		\$ 97,500		\$ 154,885						\$ 154,885	
305-60-54-541-56307	West G Road- Paving Carryover	\$ -		\$ 40,014		\$ 97,500						\$ 97,500	
305-60-54-541-56315	South E and Citrus-Rock B North & North Casey Road	\$ 35,000		\$ 35,000			\$ 250,000	\$ (19,359)				\$ 230,641	
							\$ 172,500	\$ 15,378				\$ 187,878	
305-60-54-541-56316	West C (Gruber to Forest Lane)-Rock	\$ 21,000		\$ 21,000								\$ 21,000	
305-60-54-541-56317	West D (Gruber to Forest Lane)-Rock	\$ 21,000		\$ 21,000								\$ 21,000	
305-60-54-541-56318	Global Trail-Rock	\$ 28,000		\$ 28,000								\$ 28,000	
305-60-54-541-56319	Kerry Lane-Rock	\$ 10,500		\$ 10,500								\$ 10,500	
305-60-54-541-56321	24th Fourth (E & W of F Road)-Rock	\$ 21,000		\$ 21,000								\$ 21,000	
305-60-54-541-56322	Tangerine-Rock	\$ 35,000		\$ 35,000								\$ 35,000	
305-60-54-541-56323	E Citrus-Rock	\$ 35,000		\$ 35,000								\$ 35,000	
305-60-54-541-56324	147th-Rock	\$ 8,500		\$ 8,500								\$ 8,500	
305-60-54-541-56325	161st Terrace North-Rock	\$ 140,000	\$ (35,000)	\$ 105,000								\$ 105,000	
305-60-54-541-56326	Casey Road-Rock	\$ 52,500	\$ (27,500)	\$ 25,000								\$ 25,000	
305-60-54-541-56327	Gruber-Rock	\$ 35,000		\$ 35,000								\$ 35,000	
305-60-54-541-56328	B North-Rock	\$ 23,550		\$ 23,550								\$ 23,550	
305-60-54-541-56500	Trails	\$ 20,000	\$ (20,000)	\$ -								\$ -	
305-60-54-541-56541	Resiliency Grant Expenditures	\$ 478,000		\$ 350,000				\$ (128,000)				\$ 350,000	
	Carryforward available funds	\$ -		\$ 38,150								\$ -	
	Total Expenses	\$ 2,995,800	\$ 73,294	\$ 3,733,643	\$ -	\$ 925,805	\$ 118,744	\$ 50,000	\$ 271,794	\$ -	\$ -	\$ 4,435,437	
	Revenues Less Expenditures	\$ -	\$ -	\$ -	\$ -	\$ (131,256)	\$ (118,744)	\$ -	\$ 250,000	\$ -	\$ -	\$ -	
405 - Solid Waste REVENUES													
405-01-32-325-32520	Solid Waste Assessments	\$ 604,400		\$ 604,400								\$ 604,400	
405-01-32-325-32522	Discount Fees	\$ (24,176)		\$ (24,176)								\$ (24,176)	
405-01-34-343-34300	SWA Recycling Income	\$ 500		\$ 500								\$ 500	
405-01-36-361-36110	Interest	\$ 500		\$ 500								\$ 500	
405-01-38-381-38110	Contribution from General Fund	\$ 175,000	\$ (57,000)	\$ 118,000								\$ 118,000	
	Total Revenues	\$ 756,224	\$ (57,000)	\$ 699,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 699,224	
EXPENSES													
405-70-53-534-53409	Other Sanitation Service	\$ 10,000		\$ 10,000								\$ 10,000	
405-70-53-534-53440	Solid Waste Contract	\$ 682,804		\$ 682,804								\$ 682,804	
405-70-53-534-53480	PBC Admin Fee 1%	\$ 6,044		\$ 6,044								\$ 6,044	
	Transfer to Fund Balance	\$ 57,376	\$ (57,000)	\$ 376								\$ 376	
	Total Expenses	\$ 756,224	\$ (57,000)	\$ 699,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 699,224	
	Revenues Less Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town of Loxahatchee Groves Town Council

FROM: Planning and Zoning Department

DATE: May 7, 2024

SUBJECT: Consideration of Ordinance No. 2024-04 on First Reading Amending the Unified Land Development Code Section 10-015, “Definitions”, and Section 20-015, “Residential Zoning Districts”.

Background:

The Town of Loxahatchee Groves allows Essential Services in certain zoning districts as a permitted use, or special exception use. Essential Services is currently defined as,

“The erection, construction, alteration or maintenance by public utilities or governmental agencies, of underground or overhead sanitary sewer, communication, gas, electrical, steam or water transmission or distribution systems, and drainage facilities, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, transformer substations and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare.”

It was brought to the Town’s attention that a site at 248 C. Road had been pre-approved as a Debris Management Site by the Florida Department of Environmental Protection. This property is approximately 16 acres in size and is generally located north of Southern Boulevard, south of Collecting Canal Road and east of C Road. The debris management site would be operated by Ashbritt and serve the Town and surrounding areas after a natural disaster.

To accommodate this proposed use, the Town is proposing to clarify the definition of Essential Services to include reference to debris management. Essential Services, Debris Management would be added as a Special Exception (Category B) use within the AR zoning district. In addition, Debris Management uses in the AR category would be subject to minimum site design standards. The operations, design, and closeout of the use are subject to state and federal regulations.

Recommendations:

Staff recommends approval of the proposed *Ordinance No. 2024-04*.

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Council, as the governing body of the Town, pursuant to the authority vested in it by Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the Town desires to update its definition of Essential Services and clarify the process by which a debris management site may be permitted; and

WHEREAS, there has been a demonstrated need for such uses due to increasing storm activity; and

WHEREAS, the Town Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the Town of Loxahatchee Groves.

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

Section 1. Legislative Findings, Intent and Purpose. The WHEREAS clauses contained herein are legislatively determined to be true and correct and are incorporated herein and represent the legislative findings of the Town Council. It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the residents of the Town, and to provide essential services to residents within the Town’s corporate limits.

Section 2. The Town of Loxahatchee Groves hereby amends Section 10-015 “Definitions” of Article 10 of Part I “Administration and Definitions” of its Unified Land Development Code to read as follows:

Essential services. The erection, construction, alteration or maintenance by public utilities or governmental agencies, of underground or overhead sanitary sewer, communication, gas, electrical, steam or water transmission or distribution systems, and drainage facilities, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, transformer substations and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare. Essential services may also include debris management services for the purposes of post-disaster clean up.

Section 3. The Town of Loxahatchee Groves hereby amends Section 20-015 “Residential Zoning Districts, Permitted Uses” of Article 20 of Part II “Zoning Districts” of its Unified Land Development Code to read as follows:

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
<u>Essential Services – Debris Management</u>	<u>Permitted w/ Special Exception Category B, subject to Section 20-55</u>
Essential Services – other	Permitted w/Special Exception <u>Category A</u>

Principal Uses	Agricultural Residential (AR)
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A

Section 4. The Town of Loxahatchee Groves hereby adds Section 20-55 to Article 20 of Part II “Zoning Districts” of its Unified Land Development Code to read as follows:

Section 20-55. – Essential Services, Debris Management

(A) Debris management operations pre-approved by the Department of Environmental Protection may be permitted by Special Exception, Category B subject to the following requirements:

- (1) Properties used as a debris management site shall be located south of Collecting Canal Road.
- (2) Vehicular access to a property used for debris management shall be provided from a lettered road ie. A Road, B Road, C Road etc.
- (3) Properties used for the purposes of debris management shall be greater than 10 acres.
- (4) A minimum distance separation shall be required between two properties used for the purposes of debris management.
 - a. The minimum distance separation shall be one (1) mile, measured in a straight-line distance, between property lines.
 - b. The minimum distance separation shall only apply to properties within the Town limits.

(B) Properties that do not have pre-approval by the Department of Environmental Protection shall be subject to the Special Exception, Category A requirements.

Section 5. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 6. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 20__.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 20__.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Anita Kane

Vice Mayor Margaret Herzog

Councilmember -Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

|



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: May 7, 2024
SUBJECT: Updates, Items of Interest and Future Agenda Items

Proposed Upcoming Town Council Meeting Schedule:

- May 21, 2024 (Drainage Workshop)
- June 4, 2024
- June 18, 2024 (Comp Plan/EAR Workshop)
- July 2, 2024
- August 6, 2024
- September 3, 2024 (1st Budget Hearing)
- September 18, 2024 (2nd Budget Hearing)
- October 1, 2024
- November 5, 2024
- December 3, 2024

Direction on Individual Council Requested Agenda Items:

- Town Council’s Participation on Government Committees/Voting Delegates
- Discussion on Okeechobee Corridor
- Discussion on Adopting a Policy for Reimbursement of Attorney’s Fees

Next Council Meeting – Drainage Workshop – May 21, 2024

- Review of Proposed Culvert Ordinance/Modifications to ULDC Section 26
- Discussion of Culvert/Stormwater/Water Use Policy
- Resilient Florida Grant Project
- Canal dredging & Bank restabilization
- Impact on/of Roadway Standards

Conceptual Quasi-Judicial Workshop – June 4, 2024

- Presentation by potential applicant regarding possibility of RV Resort at 530 & 550 C Road



155 F Road Loxahatchee Groves, FL 33470

Future Agenda Items:

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings for the next several months:

<p>June 4, 2024</p>	<ul style="list-style-type: none"> - Legislative Update: Lobbyists, Roth, Harrell - Conveyance of County ROW at Intersection of E and Okeechobee - Reporting & Approval of Expenditures in excess of \$10,000 & \$25,000 (Amber & Chris) Piggybacks: <ul style="list-style-type: none"> - Hinterland (Culvert Clearing) - Odums (Sod) - Gardens piggyback for stormwater maintenance - PBSO Contract Renewal Best Interest Contracts: <ul style="list-style-type: none"> - Fleet Maintenance - Signs - Resolution 2024-XX - Appoint & reestablish members to ULDC, RETGAC & Agritourism - Approval of Easement Agreement & Checklist - List of Pre-approved Easements for FY 2024 & FY 2025 Paving Plan - Acceptance of Easements (including Scott McNeil) - Johnson Davis work authorizations - 2nd Reading – Ordinance 2024-03 – Uniform Requirements - 2nd Reading – Ordinance 2024-04 – Essential Services including emergency debris management - 2nd Reading – Ordinance 2024-05 – Law Enforcement Services - 2nd Reading – Ordinance 2024-06 – Composition and Procedures regarding Town Advisory Boards - Gas Tax map adjustments including Hopkins request - Discussion on RV Ordinance - Discussion of Sign Code Updates and interim enforcement
<p>June 18, 2024</p>	<ul style="list-style-type: none"> - EAR/Comp Plan Workshop
<p>July 2, 2024</p>	<ul style="list-style-type: none"> - Initial Budget Presentation - Preliminary Millage and Assessment Rates - HR Manual Update - 1st Reading Culvert Ordinance/Revisions to ULDC Section 26 - EAR 2nd Reading



Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

	<ul style="list-style-type: none"> - Comp Plan Data & Analysis Resolution - School District Cooperative Planning Agreement - Discussion of Tree Removal/Land Clearing (Section 87) - Discussion of current Tree Mitigations in progress for Development Projects and Code Enforcement - Interlocal Agreement between Town & District
<p>August 6, 2024</p>	<ul style="list-style-type: none"> - Presentation on PBSO Behavioral Services Program - Quarterly Reports - Traffic InterLocal with Palm Beach County (if possible) - Discussion of Townwide Traffic & Road Standards - Agritourism Committee recommendations - Renewal of Lobbyist Agreement - Award of Culvert Bid - 1st Reading – Tree Removal/Land Clearing (Section 87) - 1st Reading – RV Ordinance - 1st Reading – Sign Code Updates and interim enforcement - CERT Agreement Renewal - LPR/Camera Program Policy - Use of Logo Policy - Discussion of Special Events/Special Uses - Discussion of Livestock Waste/BMPs
<p>September 3, 2024</p>	<ul style="list-style-type: none"> - 1st Budget Hearing - 1st Reading – Ordinance FY 2025 CIP - 1st Reading – Special Events/Special Uses - 1st Reading – Livestock Waste/BMPs - 1st Reading - Agritourism - 2nd Reading – Tree Removal/Land Clearing (Section 87) - 2nd Reading – RV Ordinance - 2nd Reading – Sign Code Updates and interim enforcement - Annual District Landowners’ meeting - Adoption of FY 2025 Meeting Calendar
<p>September 18, 2024</p>	<ul style="list-style-type: none"> - 1st Reading Townwide Traffic & Road Standards - 2nd Budget Hearing - 2nd Reading – Ordinance FY 2025 CIP - Adoption of FY 2025 Special Events & Calendar - Discussion of Certificate of Use



Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

October 1, 2024	<ul style="list-style-type: none"> - Award of Bids for Roads & Drainage - 2nd Reading – Special Events/Special Uses - 2nd Reading – Livestock Waste/BMPs - 2nd Reading – Townwide Traffic & Roadway Standards - 2nd Reading – Agritourism - Discussion of Non-Conformities & Unrecorded Plats
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The above is primarily an ordinance/resolution driven priority list and does not really account for any of the contracting and other work of the Town. Some of the other items not on the list include Development and Planning applications (see attached) follow up items from workshop discussions, NPDES Compliance, Assessment Methodology adoption, etc. We may need to space things out a bit more and we continue to implement a more complete agenda tracking system.

Upcoming Planning Development Items:

See attached listing compiled by Attorney & Planners

Upcoming Town Events:

- Community Picnic
- Back to School (backpack drive)
- Veterans Parade & Ceremony
- Holiday Gratitude Food Drive
- Western Communities Holiday Parade

Recommendation:

Review, discuss and direct Staff.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Discussion on Town Council’s Participation on Government Committees

Background:

The Town Council has the opportunity to serve on a variety of government committees of other agencies.

Below please find the current list of councilmembers who are currently serving:

- Councilmember Danowski – PBC Impact Fee Committee
- Councilmember Shorr – IPARC Committee
- Vice Mayor Herzog – American Legion Auxiliary Unit, Loxahatchee Groves Landowners Association.
- Mayor Kane – Loxahatchee Groves Landowners Association

Recommendation:

Discuss the Town Council’s participation and if a reporting status is recommended.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

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Glen J. Torcivia
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Leonard G. Rubin*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Daniel Harrell, Of Counsel

April 11, 2024

VIA ELECTRONIC MAIL ONLY

Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Reimbursement of Attorney's Fees

Dear Francine:

You have requested advice from our office regarding reimbursement to Council Members for attorney's fees related to defense of alleged ethics violations. There are several provisions that provide for the defense of public officials and reimbursement of costs and attorney's fees expended for such defense. This letter lays out each of those provisions and how they may be applied to such requests.

Section 2-54 of the Town's Code of Ordinances provides for indemnification of municipal officers for losses and expenses incurred in the defense of disputes, proceedings, or litigation against the official for actions taken by the official. The action of the official that is cause of the dispute, proceeding, or litigation must be based on the official's performance of or be in connection with the official's performance of official duties on behalf of the Town. Though the use of "dispute, proceeding, or litigation" is broader than the statutory use of "civil action", it appears that Section 2-54 of the Code is intended to implement statutory immunity obligations of the Town.

Section 111.07, Florida Statutes, requires the municipality to reimburse an official for court costs and reasonable attorney's fees for the defense of civil actions for damages or injury as a result of the official's actions or inactions in performance of the official's public duties and the official is the prevailing party in the action. The court in *Chavez v. City of Tampa*, 560 So. 2d 1214, 1215 (Fla. 2nd DCA 1990) held that alleged ethics violations are not "civil actions" and thus not covered under this statutory provision for reimbursement.

Ms. Francine Ramaglia, Town Manager
 Town of Loxahatchee Groves
 April 11, 2024
 Page 2

Common law in Florida also provides an opportunity for public officials who are wrongfully accused of violations of duty to recover private attorney's fees upon successfully defending accusation. In *Chavez*, the court discussed conditions for such reimbursement, stating that "[t]he conditions that must be satisfied for a public official to be compensated for legal defense expenditures are that the lawsuit arise from (1) the performance of the officer's *official duties* and (2) while serving a *public purpose*." emphasis included. (*Chavez* at 1218 citing *Lomelo v. City of Sunrise*, 423 So.2d 974, 976 (Fla. 4th DCA 1982)). The court held that while defense of ethics violations may be recoverable under common law, if the vote of the official that formed the basis of the alleged ethics violation included any private interest, it would not "serve a public purpose" and would not be eligible for reimbursement even if the commission on ethics found there was no ethical conflict of interest. *Chavez* at 1218. Common law reimbursement of attorney's fees is not awardable by the governing body of the municipality. Rather, such reimbursement must be awarded by the court. (*E. Cent. Reg'l Wastewater Facilities Operation Bd. v. City of W. Palm Beach*, 659 So. 2d 402, 404 (Fla. 4th DCA 1995) and *Webb v. School Bd. Of Escambia County*, 1 So. 3d 1189, 1191 (Fla. 1st DCA 2009)). It is also important to note that the time spent establishing the official's eligibility for reimbursement is not recoverable. *Leon County v. Stephen S. Dobson, III, P.A.*, 957 So. 2d 12, 12 (Fla. 1st DCA 2007).

For reimbursement, the official must be the prevailing party in the action. A dismissal of the claim does not automatically allow for reimbursement. The reason for the dismissal must be taken into account. The court in *Walter D. Padow, M.D., P.A. v. Knollwood Club Ass'n*, 839 So.2d 744, 745 (Fla. 4th DCA 2003), held that voluntary dismissal on the basis that a continuation of the action would be a waste of resources does not result in a prevailing party who is entitled to reimbursement of attorney's fees.

Chapter 2, Article V, Division 8, of the Palm Beach County Code of Ordinances sets forth the procedures and authority of the Palm Beach County Commission on Ethics for handling ethics complaints. All complaints are investigated for legal sufficiency and, if legally sufficient, a preliminary investigation is performed to determine probable cause to believe that a violation has been committed. If no probable cause is found, the Commission dismisses the complaint. Section 2-260.3 of the County Code provides the Commission with the authority to dismiss ethics complaints on the following grounds: (1) if the Commission or hearing officer determines the public interest would not be served by proceeding further; (2) if the Commission or hearing officer determines that the alleged violation was inadvertent, unintentional, or insubstantial. The Commission's public report or order must state with particularity the reasons for dismissal. Section 2-260.4 of the County Code provides for dismissal of frivolous or groundless complaints, including a provision that the complainant must pay attorney's fees.

The Commission's dismissal on the grounds that the public interest will not be served by proceeding further is akin to a voluntary dismissal on the grounds that the continuation of the action would be a waste of resources. The Commission's dismissal on the grounds that the alleged violation was inadvertent, unintentional, or insubstantial, is reminiscent of the findings in the *Chavez* case. In either instance, the courts have held that under such circumstances, the alleged violator is not eligible for reimbursement of attorney's fees.

Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves
April 11, 2024
Page 2

It is our understanding that the Town does not have a policy on reimbursement of attorney's fees. The Town could adopt a policy on reimbursement that allows for reimbursement of attorney's fees for alleged ethics violations any time the complaint is dismissed, regardless of the reason. Without such policy, it is our opinion that a Council Member seeking reimbursement for attorney's fees related to an alleged ethic violation must file such a claim with the court under the common law.

If you have any questions regarding the reimbursement of attorney's fees, please contact me.

Sincerely,



Glen J. Torcivia

RESOLUTION NO. 2024-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A POLICY FOR REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS INCURRED BY TOWN OFFICIALS, ADVISORY BOARD MEMBERS AND EMPLOYEES IN SUCCESSFULLY DEFENDING ETHICS COMPLAINTS.

WHEREAS, from time to time municipal public officials, advisory board members and employees are required to retain the services of a private attorney to defend against complaints brought pursuant to the State Code of Ethics or the Palm Beach County Code of Ethics; and

WHEREAS, numerous municipalities and Palm Beach County have adopted policies authorizing reimbursement of attorneys' fees and costs incurred in successfully defending ethics complaints filed against public officials, advisory board members and employees; and

WHEREAS, the Town Council desires to adopt a reimbursement policy for its public officials, advisory board members and employees; and

WHEREAS, the Town Council has determined that such reimbursement policy serves a valid public purpose.

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

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Town Council hereby adopts the reimbursement policy attached to this resolution as Exhibit A.

SECTION 3. This Resolution shall become effective 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>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Robert Shorr

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

EXHIBIT A**REIMBURSEMENT POLICY FOR DEFENDING ETHICS COMPLAINTS****AUTHORITY**

This Reimbursement Policy is authorized by Resolution No. 2024-__ POLICY

STATEMENT

It is the policy of the Town Council to have a method in place for processing requests for reimbursement of attorney's fees and costs expended in successfully defending ethics complaints. This policy applies to present and former Town public officials, employees, agents and board appointees.

PURPOSE

To establish a policy for reimbursement of present and former Town public officials, advisory board members, employees, and agents for reasonable attorneys' fees and costs incurred in successfully defending or prevailing in an action concerning the Florida Code of Ethics and the Palm Beach County Code of Ethics. This policy is intended to apply prospectively.

SECTION 1. DEFINITIONS

- A. **Reasonable Attorney's Fees** shall mean fees earned by an attorney or attorneys licensed to practice law in the State of Florida, based on the customary hourly rate charged in Palm Beach County Florida, for similar work performed by private non-appointed attorneys within the County.
- B. **Successfully Defend or Prevail** shall mean the dismissal any or all counts, charges, and/or allegations regardless of the reason; the finding of not guilty; a verdict in favor of the persons covered herein; or a letter of instruction issued in lieu of the finding of a violation. A failure to successfully defend or prevail against one or more counts, charges and/or allegations shall not affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the officer or employee prevailed.

SECTION 2. REIMBURSEMENT OF ATTORNEY'S FEES AND COSTS

Subject to Section 6, the Town Council shall reimburse present and former Town officials, public officers, employees and agents, including appointees to boards and committees, for the reasonable attorney's fees and costs incurred by them after successfully defending or prevailing in actions concerning the Florida Code of Ethics, chapter 112, part III, *Florida Statutes*, or the Palm Beach County Code of Ethics, as either may be amended from time to time provided that such actions arose out of and in connection with their official duties and serves a public purpose. The decision to make payment shall be subject to final approval by the Town Council and appropriate budget allocation.

SECTION 3. REQUEST FOR REIMBURSEMENT

Any person who believes that he or she is entitled to payment for reasonable attorney's fees and costs pursuant to the provisions of this policy shall first notify the Town through its Attorney in writing, within ten (10) days of retaining private counsel. Notification shall include the reason for retention of the private attorney and shall include a copy of the fee agreement or engagement letter. Thereafter, should fees and costs exceed \$10,000, such person shall immediately notify the Town Attorney in writing that the threshold has been exceeded and shall establish good cause therefore.

At the conclusion of the matter, the person requesting reimbursement shall file a written request for reimbursement of such fees or costs with the Town Attorney. This request shall set forth the following information:

- A. The name and current address of the person making the request;
- B. A description of the entity that conducted the investigation or proceeding;
- C. Case number or file number, if known or available;
- D. A description of each count, charge, or allegation made or investigated;
- E. The date(s) that the incidents are alleged to have occurred;
- F. The person's office or position of employment with the Town on the dates described in paragraph E above;
- G. The reasons why such person believes that the request meets the criteria set forth in this policy, and reasons why his or her fees and costs should be reimbursed by the Town;
- H. The name, address and telephone number of the attorney or attorneys who represented such person against the counts, charges or allegations described in paragraph D above;
- I. A copy of the fee arrangement or agreement between the person and his or her attorney, the amount of attorney's fees and costs paid for defense against the counts, charges, or allegations described in paragraph D above; and
- J. Such other information as the Town Council or the Town Attorney may reasonably require.

Commented [EL1]: Do they need to submit invoices and proof of payment?

SECTION 4. NOTICE

The Town Council shall be advised by the Town Attorney of receipt of a written request for reimbursement of attorney's fees and costs, as set forth in Section 3 above. The Town Attorney may request such additional relevant information from the applicant as deemed necessary to a full evaluation of the claim.

SECTION 5. INSURANCE

Prior to presenting any request for reimbursement of attorney's fees and costs, the Town Attorney shall determine whether coverage for such amounts is afforded by any policy of insurance carried by the Town. Only those sums not paid by any policy of insurance carried by the Town shall be presented to Council.

Commented [EL2]: Would the Town Attorney do this or request this information from Town staff? If Town staff, is there a particular position?

SECTION 6. DISCIPLINE AND TERMINATION PROCEEDINGS

This policy does not address or pertain to employee discipline or termination proceedings. In the event such discipline or termination proceedings occur concurrently with the issues or proceedings described above, such discipline or termination proceedings shall not affect the application of this policy to the above described non-discipline or non-termination issues or proceedings.

SECTION 7. RIGHT TO REPRESENTATION FOR OFFICIAL DUTIES

This policy is in addition to and is not intended to replace all common law rights of public officials and employees to legal representation at the public expense for litigation arising out of the performance of their official duties while serving a public purpose.

SECTION 8. APPLICABILITY TO PROCEEDINGS FILED PRIOR TO EFFECTIVE DATE

This policy shall apply to alleged ethics violations filed in any judicial or administrative tribunal on or after the date of adoption of this Policy.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



MEMORANDUM

TO: Town Council of the Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Summary of Pending Development Matters and Potential Revisions to the ULDC

Background

The Town Council has requested a report summarizing pending and potential development projects within the Town. This report includes the requested summary, in addition to an update on the EAR-based amendments to the Comprehensive Plan, potential revisions to the Unified Land Development Code (ULDC), and tree mitigation.

EAR-Based Amendments to the Comprehensive Plan

The proposed EAR-based amendments to the comprehensive plan were submitted to the Florida Department of Commerce (FDC) and other required reviewing agencies on February 12, 2024. Although the Town received comments from several agencies, there were no objections to the proposed amendments. The following agencies submitted comments: FDC; Treasure Coast Regional Planning Council (TCRPC); South Florida Water Management District (SFWMD); Florida Department of Transportation (FDOT) District 4; and the Palm Beach County School District.

The second public hearing to consider adoption of the amendments must be held within 180 days of the Town's receipt of the FDC Objections, Recommendations and Comments (ORC) report dated April 12, 2024.

If requested by Town Council, staff will schedule a workshop to discuss the comments received from the reviewing agencies and the need for further amendments to the comprehensive plan prior to consideration at second reading.

Development Applications and Development Review

Pending Planning and Zoning Applications:

GTC Hotel and Town Commons (MUPD Amendment and Site Plan Approvals)
 444/556 B Road (Comprehensive Plan Amendment)
 13771 Okeechobee Blvd.(Residential Enterprise)
 14056 Okeechobee Blvd. (Agricultural Use)
 16169 Southern Blvd. (Future Land Use Amendment, Rezoning and Site Plan)
 13538 Okeechobee Blvd. (Historical Legacy)
 13961 Okeechobee Blvd. (Vested Rights)

Approved Projects:

Staff is in the process of compiling and mapping all of the projects approved by Palm Beach County (i.e. prior to 2010) and the Town along both the Okeechobee Boulevard and Southern Boulevard corridors. Once compiled, the results will be made available for review.

Tree Mitigation

Pending Applications:

13710 Okeechobee Blvd.
 15864 44th Street North
 1742 A Road
 14563 North Road
 16169 Southern Boulevard

Approved Permits, Waivers, and Exemptions:

12918 Marcella Blvd.
 15211 Okeechobee Boulevard

Potential Revisions to the ULDC

Comprehensive Plan and Zoning:

ULDC amendments necessary to implement the comprehensive plan.
 Clarification/revision of permitted uses in the AR zoning district.
 Establishment of an Equestrian PUD.

Access, Easements, and Traffic Standards:

Revision of code sections related to ingress and egress easements.
 Addition of code revisions related to abandonment and relocation of conservation easements.
 Establishment of Townwide traffic standards.

Accessory Structures:

Accessory Dwelling Units.

Revision of code sections related to recreational vehicles.

Non-conformities and Historical Legacy:

Repeal of the historical legacy provision.

Revision of code sections related to legal non-conforming uses, structures, and lots.

Addition of code sections governing the recognition of unrecorded plats.

Landscaping and Vegetation:

Revision of code sections related to vegetation removal.

Revision of code sections related to landscaping.

Livestock and Livestock Waste:

Addition of code section related to livestock waste best management practices.

Revision of code sections related to the keeping of livestock.

Other:

Revision of code sections related to signs.

Ordinances to implement Agritourism Committee recommendations.

Revision of code sections related to special events and special uses.