

**TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL SPECIAL MEETING**

AGENDA

August 20, 2019 - 6:00 P.M.



Robert Shorr, Mayor (Seat 4)

Laura Danowski, Councilmember (Seat 2)

Phillis Maniglia, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 3)

Dave DeMarois, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, R. Brian Shutt, Esq.

Town Clerk, Lakisha Q. Burch

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's why we say "Character Counts" in Town of Loxahatchee Groves. 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/Modifications of Agenda

Comments from The Public on Non-Agenda Items

The public is encouraged to offer comments on any non-agenda item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

CONSENT AGENDA

1. Warrant No. 2019-DD04 Reimbursement to Town of Loxahatchee Groves
2. Purchases in Accordance with Ordinance No. 2008-09

REGULAR AGENDA

3. Solid Waste Contract Update
4. SOD Farm Reimbursement
5. Synovus \$500,000 Annual Line of Credit
 - a. Bond Counsel
6. Sheriff Contract Renewal
7. Code Enforcement Contract
8. Fiscal Year 2019-2020 Budget Workshop Discussion

Town Councilmembers and Staff Comments

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: Water Control District Board of Supervisors
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
SUBJECT: Warrant No. 2019-DD04 Reimbursement to Town of Loxahatchee Groves

Background:

The Town of Loxahatchee Groves pays all its expenditures, including those of its dependent district--the Loxahatchee Groves Water Control District, from its Wells Fargo bank account in the Town's General Fund. Therefore, funds from non-ad valorem assessments collected in the District's Florida Community Bank account must be transferred to the Wells Fargo account to cover District expenditures. Further, the District is required by state law to approve warrants or all payments made.

Warrant No. 2019-DD04 serves to transfer funds to reimburse payrolls for the period from April 12, 2019 to June 24, 2019 and payment of invoices for the period from May 9, 2019 to June 26, 2019. It is the fifth such transfer and approval of District warrants since the consolidation of the two governments on June 25, 2018.

The total transfer for warrants during the period is \$179,953.96 based on the attached detail reflecting payroll for the District totaling \$69,242.76 and check runs for the District totaling \$110,711.20 (\$115,313.62 net of p-card purchases totaling \$2,602.42).

Attached are the following documents:

- Check Request Form
- Warrant No. 2019-DD04
- Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves
- Summary of Payrolls April 12-June 24, 2019
- Summary of Check Runs May 9-June 26, 2019

Recommendations:

Staff recommends the approval of Warrant No. 2019-DD04 for reimbursement to the Town of Loxahatchee Groves for expenditures totaling \$179,953.96 on behalf of the dependent district.



TOWN OF LOXAHATCHEE GROVES

CHECK REQUEST FORM

Department: *Loxahatchee Groves Water Control District* Date: *August 20, 2019*
Vendor Name: *Town of Loxahatchee Groves* Vendor No:
Street Address: *155 F Road* Invoice No: *2019-04*
City, State, Zip: *Loxahatchee Groves, FL 33470* Invoice Amt: *\$179,953.96*

Description of payment request:

Reimbursement to TOLG for payments made from the Wells Fargo main operating account on behalf of LGWCD for payrolls for the period from April 12, 2019 to June 24, 2019 and payment of invoices for the period from May 9, 2019 to June 26, 2019.

Purchases over \$1000 required supporting documentation (must be attached):

The following documents are attached to support the payment requested:

- Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves
- Summary of Payrolls April 12-June 24, 2019
- Summary of Check Runs May 9-June 26, 2019

<u>Account Number</u>	<u>Amount</u>
<i>Florida Community Bank Checking-5637</i>	\$ <i>179,953.96</i>

Total Check Request Amount: \$ 179,953.96

Approval:

Finance

Approval:

Town Council Approval:

User Department

Town Manager/Designee

Date: *August 20, 2019*

Authority Limits:

Up to \$1,000.00

Designee to \$ 3,000.00

over \$10,000.00

Manager to \$10,000.00

Check Information:

__X__

Mail

Return to Originating Department

WARRANT NO. 2019-DD04

LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT
DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA

PAY TO **Town of Loxahatchee Groves**

One Hundred Seventy-Nine Thousand Nine Hundred Fifty-Three and 96/100
DOLLARS FROM THE GENERAL FUND OF THE WATER CONTROL DISTRICT AS
FOLLOWS:

<u>ACCOUNT NO.</u>	<u>AMOUNT</u>	<u>NOTATION</u>
Florida Community Bank acct -5637	\$ 179,953.96	Reimburse Wells Fargo for expenditures made from Wells Fargo bank account on behalf of dependent district

DATE: August 20, 2019

CHECK NO. _____

AMOUNT: \$ 179,953.96

BY ORDER OF THE BOARD OF SUPERVISORS OF
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
LOXAHATCHEE, FLORIDA

PRESIDENT OF THE DISTRICT

ATTEST:

TOWN CLERK, SECRETARY TO DISTRICT

TREASURER OF THE DISTRICT



155 F Road Loxahatchee Groves, FL 33470

Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves

<u>Date</u>	<u>Check Run</u>	<u>Total Paid</u>		<u>Payroll Date</u>	<u>Total Payroll</u>	<u>Less Town Payroll Expense</u>	<u>LGWCD Payroll</u>
5/9/19	8958; 8966-8977	\$ 14,534.71		4/12/2019	\$ 20,183.38	\$ (9,645.95)	\$ 10,537.43
5/28/19	8997-9009	\$ 6,668.28	\$21,202.99	4/26/2019	\$ 30,213.42	\$ (17,918.05)	\$ 12,295.37
6/10/2019	9025-9042	\$ 81,541.71		5/10/2019	\$ 20,803.64	\$ (9,596.41)	\$ 11,207.23
6/26/2019	9055-9067	\$ 12,568.92	\$94,110.53	5/24/2019	\$ 26,420.92	\$ (16,851.43)	\$ 9,569.49
				6/10/2019	\$ 32,526.89	\$ (19,935.01)	\$ 12,591.88
				6/24/2019	\$ 35,464.89	\$ (22,423.54)	\$ 13,041.35
Total LGWCD Expenses		\$ 115,313.62		Total Payroll	\$165,613.14	\$ (96,370.38)	\$ 69,242.76

Grand Total Due TOLG	\$ 184,556.38
April P-Card-Town	\$ 2,001.31
May-P-Card-Town	\$ 2,601.11
Grand Total Due TOLG	\$ 179,953.96

Deducted as P-card paid from District Synovus Account

Town of Loxahatchee Groves
LGWCD Invoices Paid by Town of Loxahatchee Groves
Check Runs for District Expenses: April 12, 2019- June 24, 2019

<u>Payroll Date</u>	<u>District</u>	<u>Town</u>	<u>Council</u>	<u>Total Salaries</u>	<u>Processing Fee</u>	<u>Net Other Deductions/ Withholding</u>	<u>Total Cash Requirement</u>	<u># Employees</u>	<u>Fee per Employee</u>	<u>Town Fees</u>	<u>Town Payroll</u>
4/12/2019	\$10,156.63	\$ 9,476.70		\$19,633.33	\$550.05	\$17.32	\$ 20,183.38	13.00	\$42.31		\$ 9,645.95
4/26/2019	\$11,128.25	\$ 13,377.66	\$ 3,750.00	\$28,255.91	\$537.51	-\$299.79	\$ 30,213.42	13.00	\$41.35		\$ 17,918.05
5/10/2019	\$10,966.58	\$ 9,489.45		\$20,456.03	\$347.61	\$17.93	\$ 20,803.64	13.00	\$26.74		\$ 9,596.41
5/24/2019	\$12,375.00	\$ 12,433.72	\$ 3,750.00	\$28,558.72	\$192.20	\$462.12	\$ 26,420.92	18.00	\$10.68		\$ 16,851.43
6/10/2019	\$12,450.88	\$ 19,897.41		\$32,348.29	\$178.60	\$206.69	\$ 32,526.89	19.00	\$9.40		\$ 19,935.01
6/24/2019	\$11,991.76	\$ 17,975.80	\$ 3,750.00	\$33,717.56	\$327.33	\$413.58	\$ 35,464.89	18.00	\$18.19		\$ 22,423.54

\$69,069.10	\$82,650.74	\$11,250.00	\$162,969.84	\$2,133.30	\$817.85	\$ 165,613.14			\$ -	\$ 96,370.38
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Reconciliation of Town Payroll:

Town Council	\$ 11,250.00
Town staff	\$ 82,650.74
Insurance	\$ 1,250.00
Processing fee	\$ 1,180.18
Other deductions	\$ 39.46
	<u>\$ 96,370.38</u>

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: Through May 28, 2019

Fund	Payment date	Payment number	Payee name	Account number	Amount	Amount_1
105	5/9/19	8958	Goren, Cherof, Doody & Ezrol	105-50-53-538-53100	\$225.50	\$225.50
105	5/9/19	8966	Water Boy, Inc.	105-50-54-541-55200	\$153.35	\$153.35
105	5/9/19	8967	115-Waste Pro-Palm Beach	105-50-53-538-54300	\$316.44	\$316.44
105	5/9/19	8968	Aflac	105-50-53-538-52300	\$162.12	\$216.60
105	5/9/19	8969	AT & T	105-50-53-538-54100	\$205.54	\$205.54
105	5/9/19	8970	Caban Property Management	105-50-53-538-54680	\$560.00	
105	5/9/19	8970	Caban Property Management	105-50-53-538-54680	\$560.00	\$1,120.00
105	5/9/19	8971	Comcast	105-50-53-538-54100	\$238.22	\$238.22
105	5/9/19	8972	GUARDIAN	105-50-53-538-52300	\$220.77	\$220.77
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$1,002.40	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$610.59	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$762.54	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$578.33	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$970.48	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$851.13	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$1,246.52	
105	5/9/19	8973	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$3,350.44	\$9,372.43
105	5/9/19	8974	Palm Beach County Property Appraiser	105-50-53-538-53480	\$150.00	\$150.00

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: Through May 28, 2019

Fund	Payment date	Payment number	Payee name	Account number	Amount	Amount_1
105	5/9/19	8958	Goren, Cherof, Doody & Ezrol	105-50-53-538-53100	\$225.50	\$225.50
105	5/9/19	8975	Safety Council of Palm Beach County Inc	105-50-54-541-55400	\$150.00	\$150.00
105	5/9/19	8976	Schaeffers Specialized Lubricants	105-50-53-538-55220	\$1,439.27	
105	5/9/19	8976	Schaeffers Specialized Lubricants	105-50-53-538-55220	\$608.96	\$2,048.23
105	5/9/19	8977	Sun Life Financial	105-50-53-538-52300	\$41.61	\$117.63
105	5/28/19	8997	Aquagenix	105-50-53-538-53400	\$1,974.17	\$1,974.17
105	5/28/19	8998	AT&T	105-50-53-538-54100	\$129.77	\$129.77
105	5/28/19	8999	Atlas Fire Equipment	105-50-54-541-55200	\$659.95	\$659.95
105	5/28/19	9000	Caban Property Management	105-50-53-538-54680	\$560.00	\$560.00
105	5/28/19	9001	Cintas Corporation #283	105-50-53-538-53400	\$53.86	
105	5/28/19	9001	Cintas Corporation #283	105-50-53-538-53400	\$58.60	
105	5/28/19	9001	Cintas Corporation #283	105-50-53-538-53400	\$53.86	
105	5/28/19	9001	Cintas Corporation #283	105-50-53-538-53400	\$53.86	\$220.18
105	5/28/19	9002	Coverall North America	105-50-53-538-53400	\$200.00	\$200.00
105	5/28/19	9003	FPL	105-50-53-538-54300	\$14.04	
105	5/28/19	9003	FPL	105-50-53-538-54300	\$178.84	
105	5/28/19	9003	FPL	105-50-53-538-54300	\$14.86	
105	5/28/19	9003	FPL	105-50-53-538-54300	\$179.57	
105	5/28/19	9003	FPL	105-50-53-538-54300	\$12.47	

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: Through May 28, 2019

Fund	Payment date	Payment number	Payee name	Account number	Amount	Amount_1
105	5/9/19	8958	Goren, Cherof, Doody & Ezrol	105-50-53-538-53100	\$225.50	\$225.50
105	5/28/19	9003	FPL	105-50-53-538-54300	\$13.68	
105	5/28/19	9003	FPL	105-50-53-538-54300	\$19.75	\$433.21
105	5/28/19	9004	Lowe's Removal Service	105-50-53-538-54680	\$200.00	\$200.00
105	5/28/19	9005	Michael Capocefalo	105-50-54-541-55200	\$150.00	\$150.00
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$11.89	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$201.40	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$14.90	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$11.89	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$15.16	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$12.49	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$16.98	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$19.50	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$11.58	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$4.98	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$11.00	
105	5/28/19	9006	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$12.49	\$344.26
105	5/28/19	9007	Palm Beach County Tax Collector	105-50-53-538-53480	\$123.00	\$123.00
105	5/28/19	9008	Palmdale Oil Company, Inc.	105-50-53-538-55210	\$1,710.86	\$1,710.86
105	5/28/19	9009	Tractor Supply	105-50-54-541-55200	\$25.25	
105	5/28/19	9009	Tractor Supply	105-50-54-541-55200	\$9.99	
105	5/28/19	9009	Tractor Supply	105-50-54-541-55200	\$85.95	

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: Through May 28, 2019

Fund	Payment date	Payment number	Payee name	Account number	Amount	Amount_1
105	5/9/19	8958	Goren, Cherof, Doody & Ezrol	105-50-53-538-53100	\$225.50	\$225.50
105	5/28/19	9009	Tractor Supply	105-50-54-541-55200	\$67.19	\$188.38
			Total for May Check Runs			\$21,202.99

Town of Loxahatchee
Bank Register Report - Wells Fargo
Ck Runs for District Expenses: Through June 26, 2019

Fund	Payment date	Payment number	Payee name	Account number	Amount	Amount_1
105	6/10/19	9025	115-Waste Pro-Palm Beach	105-50-53-538-54300	\$316.44	\$316.44
105	6/10/19	9026	Aquagenix	105-50-53-538-53400	\$1,974.17	\$1,974.17
105	6/10/19	9027	Caban Property Management	105-50-53-538-54680	\$817.85	
105	6/10/19	9027	Caban Property Management	105-50-53-538-54680	\$265.00	
105	6/10/19	9027	Caban Property Management	105-50-53-538-54680	\$560.00	\$1,642.85
105	6/10/19	9028	Cintas Corporation #283	105-50-54-541-55200	\$548.99	
105	6/10/19	9028	Cintas Corporation #283	105-50-54-541-55200	\$59.00	
105	6/10/19	9028	Cintas Corporation #283	105-50-54-541-55200	\$200.53	
105	6/10/19	9028	Cintas Corporation #283	105-50-54-541-55200	\$119.55	
105	6/10/19	9028	Cintas Corporation #283	105-50-54-541-55200	\$56.88	\$984.95
105	6/10/19	9029	Coverall North America	105-50-53-538-53400	\$200.00	\$200.00
105	6/10/19	9030	Florida Roadway Signs, Inc	105-50-53-538-54680	\$3,051.00	
105	6/10/19	9030	Florida Roadway Signs, Inc	105-50-53-538-54680	\$855.00	\$3,906.00
105	6/10/19	9031	GUARDIAN	105-50-53-538-52300	\$220.77	\$220.77
105	6/10/19	9032	Harddrives Inc.	105-50-53-538-54680	\$5,000.00	
105	6/10/19	9032	Harddrives Inc.	105-50-53-538-54680	\$1,000.00	\$6,000.00
105	6/10/19	9033	Highland Pest Control, Inc	105-50-53-538-53400	\$65.00	\$90.00
105	6/10/19	9033	Highland Pest Control, Inc	105-50-53-538-53400	\$25.00	\$90.00

Town of Loxahatchee
Bank Register Report - Wells Fargo

Ck Runs for District Expenses: Through June 26, 2019

105	6/10/19	9034	Konica Minolta Business Solutions	105-50-53-538-55100	\$3.39	\$3.39
105	6/10/19	9035	Labor Finders of Florida, LLC	105-50-53-538-54680	\$1,596.63	\$1,596.63
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$999.25	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$3,595.31	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$1,019.83	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$8,362.83	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$9,260.91	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$462.84	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$572.03	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$148.73	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$354.09	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$3,000.15	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$8,075.51	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$10,832.26	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$145.35	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$467.71	
105	6/10/19	9036	Palm Beach Aggregates, LLC	105-50-54-541-55310	\$8,416.64	\$55,713.44
105	6/10/19	9038	Palmdale Oil Company, Inc.	105-50-53-538-55210	\$1,418.37	
105	6/10/19	9038	Palmdale Oil Company, Inc.	105-50-53-538-55210	\$1,086.37	\$2,504.74
105	6/10/19	9039	Schaeffers Specialized Lubricants	105-50-53-538-55220	\$1,117.67	
105	6/10/19	9039	Schaeffers Specialized Lubricants	105-50-54-541-55200	\$29.51	\$1,147.18
105	6/10/19	9040	Sun Life Financial	105-50-53-538-52300	\$51.10	\$51.10
105	6/10/19	9041	SunBelt Rentals	105-50-53-538-54440	\$2,715.69	\$2,715.69

Town of Loxahatchee
Bank Register Report - Wells Fargo

Ck Runs for District Expenses: Through June 26, 2019

105	6/10/19	9042	United Rentals North America, Inc	105-50-53-538-54440	\$880.12	
105	6/10/19	9042	United Rentals North America, Inc	105-50-53-538-54440	\$1,504.24	\$2,384.36
105	6/26/19	9055	Aflac	105-50-53-538-52300	\$162.12	\$162.12
105	6/26/19	9056	AT&T	105-50-53-538-54100	\$130.04	\$130.04
105	6/26/19	9057	Caban Property Management	105-50-53-538-54680	\$85.00	\$85.00
105	6/26/19	9058	Cintas Corporation #283	105-50-53-538-53400	\$62.54	
105	6/26/19	9058	Cintas Corporation #283	105-50-53-538-53400	\$62.54	
105	6/26/19	9058	Cintas Corporation #283	105-50-53-538-53400	\$62.54	
105	6/26/19	9058	Cintas Corporation #283	105-50-53-538-53400	\$62.54	\$250.16
105	6/26/19	9059	FPL	105-50-53-538-54300	\$14.23	
105	6/26/19	9059	FPL	105-50-53-538-54300	\$239.96	
105	6/26/19	9059	FPL	105-50-53-538-54300	\$13.74	
105	6/26/19	9059	FPL	105-50-53-538-54300	\$234.09	
105	6/26/19	9059	FPL	105-50-53-538-54300	\$12.36	
105	6/26/19	9059	FPL	105-50-53-538-54300	\$15.47	
105	6/26/19	9059	FPL	105-50-53-538-54300	\$19.78	\$549.63
105	6/26/19	9060	Heritage Crystal Clean, LLC	105-50-53-538-55210	\$90.00	\$90.00
105	6/26/19	9061	Labor Finders of Florida, LLC	105-50-53-538-54680	\$316.25	
105	6/26/19	9061	Labor Finders of Florida, LLC	105-50-53-538-54680	\$316.25	
105	6/26/19	9061	Labor Finders of Florida, LLC	105-50-53-538-54680	\$703.50	\$1,336.00
105	6/26/19	9062	Mako Hose and Rubber Co.	105-50-54-541-55200	\$452.57	\$452.57

Town of Loxahatchee
Bank Register Report - Wells Fargo

Ck Runs for District Expenses: Through June 26, 2019

105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$11.89	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$7.96	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$11.89	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$12.49	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$26.95	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$17.02	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-54-541-55200	\$511.90	
105	6/26/19	9063	Original Equipment Auto & Truck Parts	105-50-53-538-55220	\$12.49	\$612.59
105	6/26/19	9064	Palmdale Oil Company, Inc.	105-50-53-538-55210	\$1,252.39	
105	6/26/19	9064	Palmdale Oil Company, Inc.	105-50-53-538-55210	\$867.06	\$2,119.45
105	6/26/19	9065	United Healthcare	105-50-53-538-52300	\$3,460.18	\$3,460.18
105	6/26/19	9066	United Rentals North America, Inc	105-50-53-538-54440	\$1,420.24	
105	6/26/19	9066	United Rentals North America, Inc	105-50-53-538-54440	\$1,824.84	\$3,245.08
105	6/26/19	9067	Water Boy, Inc.	105-50-53-538-55100	\$76.00	\$76.00
Total Check Run for June						\$94,110.53

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155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers
FROM: Cheryl Miller
VIA: James Titcomb, Town Manager
SUBJECT: Purchases in Accordance with Ordinance 2008-09

Background:

Town of Loxahatchee Groves Ordinance 2008-09 requires Council approval of any vendor whose payment amount exceeds \$10,000.00 either in one invoice or a series of invoices. The actual and anticipated year to date spending with the following vendors exceeds the \$10,000 threshold:

Vendor	Payments thru 7/31/19	Currently Pending	Estimated thru September	Total Estimated Annual 2019
Palmdale Oil	\$13,872.54	\$1,033.91	\$2,000	\$16,906.45
Labor Finders	\$7,000.33	\$1,315.75	\$3,600	\$11,916.08
United Rentals	\$10,992.82	\$1,699.13	\$3,500	\$16,191.95

Spending arrangements, quotations and agreements for each of the above vendors were previously approved in accordance with the LGWCD purchasing policy which provided for greater administrative approval limits than the Town's Ordinance 2008-09; therefore, Council approval continues to be required until the updates to our purchasing ordinance are completed.

In addition to the vendors above, WBI performed the A Road Canal Bank restoration for a total cost of \$12,200.

Attached are the following documents:

- Summary of invoices pertaining to Palmdale Oil, Labor Finders and United Rentals
- Invoices pertaining to WBI Contracting of Palm Beach, Inc

Recommendations: Staff recommends that Council:

1. Ratify purchases and payments year to date for Palmdale Oil, Labor Finders, United Rentals, and WBI Contracting of Palm Beach, Inc., and
2. Authorize purchases and payments as necessary for Palmdale Oil, Labor Finders and United Rentals through the remainder of the fiscal year ending September 30, 2019.

Town of Loxahatchee
Invoice Expense Allocation Report
Year to Date Spending thru August 12, 2019

<u>Vendor</u>	<u>Transaction</u>	<u>Date</u>	<u>Description</u>		<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
Palmdale Oil Company, Inc.		11/19/2018	100 gallons of diesel fuel		105-50-53-538-55210	Fuel	\$287.40
XX-XXX3035		1054752	Invoice	Paid			
		11/19/2018	200 gallons of diesel fuel		105-50-53-538-55210	Fuel	\$531.10
XX-XXX3035		1060698	Invoice	Paid			
		01/07/2019	670.4 gal of diesel fuel clear & dyed		105-50-53-538-55210	Fuel	\$1,584.82
XX-XXX3035		1084376	Invoice	Paid			
		03/08/2019	Fuel for equipment		105-50-53-538-55210	Fuel	\$966.00
XX-XXX3035		1108272	Invoice	Paid			
		03/26/2019	For fuel for the District		105-50-53-538-55210	Fuel	\$966.00
XX-XXX3035		1108272	Invoice	Paid			
		04/05/2019	Purchase of 306.0 gal of dyed dsl & 280.4 gal of dsl clea		105-50-53-538-55210	Fuel	\$1,602.10
XX-XXX3035		1119182	Invoice	Paid			
		04/08/2019	Purchase of 644 gallons of dyed & clear diesel		105-50-53-538-55210	Fuel	\$1,728.81
XX-XXX3035		1129623	Invoice	Paid			
		04/16/2019	Credit for Inv #1108272 paid twice		105-50-53-538-55210	Fuel	(\$966.00)
XX-XXX3035			Credit memo	Applied			
		05/08/2019	294.7 gal of Dyed diesel & 321.0 gal of clear dsl		105-50-53-538-55210	Fuel	\$1,710.86
XX-XXX3035		1152252	Invoice	Paid			
		05/20/2019	Purchase of 410.80 gallons of fuel		105-50-53-538-55210	Fuel	\$1,086.37
XX-XXX3035		1156637	Invoice	Paid			
		05/30/2019	Purchase of 507.60 gallons of fuel		105-50-53-538-55210	Fuel	\$1,418.37
XX-XXX3035		1162639	Invoice	Paid			
		06/17/2019	502.40 gallons of dyed & clear deisel		105-50-53-538-55210	Fuel	\$1,252.39
XX-XXX3035		1170286	Invoice	Paid			
		06/17/2019	Dyed & clear deisel		105-50-53-538-55210	Fuel	\$867.06
XX-XXX3035		1138490	Invoice	Paid			
		07/08/2019	Delivery of 326.1 gallons of Diesel fuel		105-50-53-538-55210	Fuel	\$837.26
XX-XXX3035		1177107	Invoice	Paid			
		08/06/2019	Fuel delivery- July 31, 2019		105-50-53-538-55210	Fuel	\$1,033.49
XX-XXX3035		1192423	Invoice	Pending			
Totals for Palmdole Oil Company, Inc.:							\$14,906.03

Town of Loxahatchee
Invoice Expense Allocation Report
Year to Date Spending thru August 12, 2019

<u>Vendor</u>	<u>Transaction</u>	<u>Date</u>	<u>Description</u>		<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
Labor Finders of Florida, LLC							
Labor Finders of Florida, LLC		10/01/2018	Laborers for cleaning trash cans		105-50-54-541-55200	Operating Supplies	\$593.25
XX-XXX1429		75-3-26651	Invoice	Paid			
		05/30/2019	Flagmen for resurfacing project F Rd		105-50-53-538-54680	Repair and Maintenance Svc -	\$1,596.63
XX-XXX1429		75-8-24473	Invoice	Paid			
		06/17/2019	Flag men		105-50-53-538-54680	Repair and Maintenance Svc -	\$316.25
XX-XXX1429		75-8-24524	Invoice	Paid			
		06/17/2019	Flag men		105-50-53-538-54680	Repair and Maintenance Svc -	\$316.25
XX-XXX1429		75-8-24525	Invoice	Paid			
		06/17/2019	Flag men- Collecting Canal & B Rd		105-50-53-538-54680	Repair and Maintenance Svc -	\$703.50
XX-XXX1429		75-8-24581	Invoice	Paid			
		06/24/2019	Flag men Collecting Canal & B Rd		105-50-54-541-55200	Operating Supplies	\$78.00
XX-XXX1429		75-8-24636	Invoice	Paid			
		07/01/2019	Flag men- Collecting Canal & D Rd		105-50-54-541-55200	Operating Supplies	\$516.00
XX-XXX1429		75-8-24679	Invoice	Paid			
		07/08/2019	Flag men- Collecting Canal & D Rd		105-50-54-541-55200	Operating Supplies	\$1,027.00
XX-XXX1429		75-8-24739	Invoice	Paid			
		07/08/2019	245 W D Rd		105-50-54-541-55200	Operating Supplies	\$552.40
XX-XXX1429		75-8-24740	Invoice	Paid			
		07/15/2019	Weed eating & loading bushes into truck		105-50-54-541-55200	Operating Supplies	\$406.80
XX-XXX1429		75-8-24783	Invoice	Paid			
		07/22/2019	Flag men on E Rd & South North Rd.		105-50-54-541-55200	Operating Supplies	\$328.50
XX-XXX1429		75-8-248-45	Invoice	Paid			
		08/02/2019	Flagmen- July 2, 2019		105-50-54-541-55200	Operating Supplies	\$565.75
XX-XXX1429		75-8-24784	Invoice	Paid			
		08/12/2019	Flag men for South North Rd, F Rd, & G Rd		101-40-54-541-54680	Town Roads Maintenance 6c	\$1,315.75
XX-XXX1429		75-8-25019	Invoice	Pending			
<i>Totals for Labor Finders of Florida, LLC:</i>							<u>\$8,316.08</u>

Town of Loxahatchee

Invoice Expense Allocation Report

Vendor Name	Transaction Date	Description	Status	Account Number	Account Description	Amount
tax Identification Number	Transaction Number	Transaction Type				
United Rentals North America, Inc						
United Rentals North America, Inc	05/13/2019	Rental of Roller		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$880.12
	165897212-001	Invoice	Paid			
	05/28/2019	Rental of Roller		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$1,504.24
	169287201-001	Invoice	Paid			
	06/03/2019	Roller for E Rd 1/2mile r		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$1,420.24
	169540010-001	Invoice	Paid			
	06/11/2019	Roller for Collecting Car		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$1,824.84
	169761654-001	Invoice	Paid			
	06/24/2019	Monthly roller rental		105-50-54-541-54440	Retnal and Leases - Equip, Storage, e	\$2,829.70
	170011633-001	Invoice	Paid			
	07/22/2019	Roller rental- 1 month 7		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$2,533.68
	170011633-002	Invoice	Paid			
	08/13/2019	Day rental of roller May		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$880.12
	168820001-001	Invoice	Paid			
	08/13/2019	Day rental roller-May 9t		105-50-53-538-54440	Retnal and Leases - Equip, Storage, e	\$819.01
	169080418-001	Invoice	Paid			
<i>Totals for United Rentals North America, Inc:</i>						\$12,691.95

Town of Loxahatchee
Invoice Expense Allocation Report
Year to Date Spending thru August 12, 2019

<u>Vendor</u>	<u>Transaction</u> <u>Date</u>	<u>Description</u>	<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
WBI Contracting of Palm Beach, Inc.	08/05/2019	"A" Rd canal bank resotration	105-50-53-538-54680	Repair and Maintenance Svc -	\$12,200.00
WBI Contracting of Palm Beach, Inc.	2016135	Invoice	Pending		

WBI Contracting of Palm Beach, Inc. 2016
PO Box 1302
Loxahatchee, FL 33470-1302

Invoice

AUG 5 '19 AM 8:51

Bill To

Town of Loxahatchee Groves
155 F Road
Loxahatchee, FL 33470

Date	Invoice No.	Project
07/23/19	- 2016135	P.O.#19061900

Item	Description	Quantity	Rate	Amount
Sitework	"A" Road Canal Bank restoration 7/22/19	1	12,200.00	12,200.00
 105-50-53-528-54680				

Subtotal	\$12,200.00
Sales Tax	\$0.00
Total	\$12,200.00

AUG 5 '19 AM 8:59



CONTRACTING OF PALM BEACH, INC.

1544 "B" Road

LOXAHATCHEE, FL 33470

PHONE 561-718-3319

EMAIL jorgeperezatwbi@aol.com

PROPOSAL/CONTRACT

Proposal submitted to: Town of Loxahatchee Groves

155 F Road

Loxahatchee, FL 33470

Phone: 561-793-2418

Email: dpw@loxahatcheegrovesfl.gov

Contact: Larry Peters

June 11, 2019

Proposal submitted by Jorge Perez

Job Name: "A" Road Canal Bank Restoration

We offer the following proposal subject to the terms outlined as follows:

CANAL BANK RESTORATION- 200 l.f.

Import, place, and compact fill for slopes

Grade slopes to a minimum 1.5:1

Place fabric & stack rubble rip rap 3 feet high along waters edge

Form and grade 12 inch berm along roadway

Stabilize slope from rubble to top of berm with bahia sod

M.O.T. as needed

TOTAL BID: \$12,200.00

Payment to be made as follows: Lump sum amount of \$12,200.00 14 days of Invoice date

No density testing or surveying included. Town of Loxahatchee Groves to provide stockpile areas on canal bank areas.

PRICES VALID FOR 30 DAYS

Accepted by:

A handwritten signature in blue ink, appearing to read "James White", is written over a horizontal line. The signature is fluid and cursive, with the first name "James" and last name "White" clearly distinguishable.

TOWN OF LOXAHATCHEE GROVES155 F ROAD
LOXAHATCHEE GROVES, FL 33470**PURCHASE ORDER**

PURCHASE ORDER #	19061900
VENDOR ID	0075
6/19/2019	Page 1

VENDOR

SHIP TO

Attention:
Phone: (561) 718-3319WBI Contracting of Palm Beach, Inc.
1544 B Rd.
Loxahatchee Groves, FL 33470Town of Loxahatchee
155 F Rd
Loxahatchee Groves, FL 33470Attention: Cheryl Miller
Phone: (561) 793-2418

SHIP VIA	F.O.B.	TERMS	PO DATE	BUYER
	destination	Due Upon Receipt	6/19/2019	Town of Loxahatchee Grov
			DEPARTMENT	CONFIRM TO
			Public Works	

LINE #	OUR PRODUCT ID	VENDOR PART NUMBER	REQUIRED	UNIT	QUANTITY	EXTENDED
	DESCRIPTION		PROMISED		UNIT PRICE	PRICE
1	A Rd Canal bank Restoration- WBI		6/19/2019	Flat Rate	1	\$12,200.00
2	Import, place, and compact fill for slopes Grade slopes to a minimum 1.5:1 Place fabric & stack rubble rip rap 3 ft high along waters edge Form and grade 12" berm along roadway Stablize slope from rubble to top of berm with Bahia Sod M.O.T. as needed		6/19/2019		\$12,200.000	
TOTAL						\$12,200.00

A Rd Canal bank Restoration


AUTHORIZED SIGNATURE



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

SUBJECT: Update on RFP 2019-001 for Solid Waste Collection Services

Background:

As directed at the Council meeting on August 6th, staff spoke with both Advanced Disposal and Waste Pro with respect to providing solid waste services to the Town beginning October 1, 2019. The results are as follows:

Advanced Disposal

Since their offer to the Town in June, Advanced was able to enter into a cooperative purchasing agreement with Westlake under the SWA Area 2 contract and redeployed its equipment that would have serviced the Town. Advanced was willing to provide service under the cooperative purchasing agreement and attempted but was unable to obtain capital approval for the acquisition of the additional equipment needed to service our community.

Waste Pro

Waste Pro is willing to enter either a:

1. Five-year contract pursuant to RFP 2019-001 at the rate contained in the proposal: \$37.60 per unit per month with new carts. They are also willing to continue use of existing carts and continue to provide service at the existing rate: \$35.50 per unit per month without new carts, or
2. One-year renewal at a rate of \$42 per unit per month which includes an increase that represents Waste Pro's current "out-of-pocket" disposal costs over the Town's disposal credit. Also, the renewal is limited to residential collection.

Waste Pro is agreeable to working with the Town to change its solid waste collection business model but is not willing to adjust the renewal rate.

Without concluding negotiations with Waste Pro, staff requests to open negotiations with Coastal on both price and service considering the following items including but not limited to:

- New carts or existing carts

- Availability of smaller containers
- Smaller trucks and special routes for certain areas of Town
- Regulating commercial
- Getting control of vegetative waste
- Considering alternate approaches for problem areas/issues such as grinding and alternate sites.
- Addressing vacant lots
- Accountability on both sides

Staff would present Coastal information along with Waste Pro information at the September 5th Council meeting.

Recommendations:

Direction to staff to open negotiations with Coastal without concluding negotiations with Waste Pro.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Council Members

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Sod Farm Reimbursement of Escrow Funds totaling \$1,996,958

Background:

In October 2018, the South Florida Sod Farm was granted a Vegetation Removal Permit which required a mitigation payment of \$1,996,958 as a condition of approval in Attachment C (see attached permit). The payment is refundable upon receipt of Bona Fide Ag Use Code by the Palm Beach County Property Appraiser. As the Bona Fide Ag designation was granted by the County (see attached letter dated July 23rd), payment is due under the terms of the agreement. The funds were placed in an interest-bearing account with the Florida Municipal Investment Trust from which the Town has earned over \$30,000. The funds have been withdrawn from the Trust and a check for \$1,996,958 will be provided to the Sod Farm no later than August 23, 2019.

Recommendations:

Receive and file.

VEGETATION REMOVAL PERMIT VRP 2018-01

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

I. General Data

Project Name:	South Florida Sod Farm
Street Address	15381 North Road
Parcel Control No(s).	41-41-43-07-000-5070; 41-41-43-07-000-5080; 41-41-43-07-000-5090; 41-41-43-07-000-5100; 41-41-43-07-00-05110; 41-41-43-07-000-5020
Acres	80
Location	0.25 miles east of "B" Road, 2 miles north of Okeechobee Boulevard.
Scope of Work	Remove vegetation in anticipation of receiving an Agriculture Use Code from the Palm Beach County Property Appraiser for a sod farm..
Date Application Received	July 26, 2018
General Control Number-- Assigned By Staff	VRP 2018-01

II. Site Data

Current Use	PBC Use Codes: 41-41-43-07-000-5070 (Single-Family) ; 41-41-43-07-000-5080; 41-41-43-07-000-5090; 41-41-43-07-000-5100; 41-41-43-07-00-05110; 41-41-43-07-000-5020
Current FLU	Rural Residential 5 (RR 5)
Current Zoning	Agricultural Residential (AR)
Proposed Use	Bona fide agriculture – Sod Farm

	Owner A	Owner B
Name	Todd Boyan	
Address	15381 North D Road	
City, State, Zip	Loxahatchee Groves, FL 33470	
Phone Number	Contact Agent	
Fax Number	Contact Agent	
E-Mail Address	Contact Agent	

IV. Applicant Information (If Other Than Owner) – NOT APPLICABLE

Name	NA
Address	NA
City, State, Zip	NA
Phone Number	NA
Fax Number	NA
E-Mail Address	NA
Type (Lessee, Contract Purchaser, Other)	NA

V. Agent Information

Name	Michelle Duchene
Organization/Company	Schmidt Nichols
Address	1551 North Flagler Drive, Suite 102
City, State, Zip	West Palm Beach, FL 33401
Phone Number	(561) 684-6141
Fax Number	NA
E-Mail Address	mduchene@snlandplan.com
Relationship to Property	Professional Consultant

VI. Conditions of Approval

1. A separate Vegetation Removal Permit may be submitted for a portion of the subject site devoted to non-agricultural uses
2. The Applicant shall create and maintain an inventory of Palm trees relocated on the subject site to be used, if necessary, in the preparation of a revised mitigation plan.
3. The Florida Fish and Wildlife Conservation Commission (FFWCC) shall issue a Gopher Tortoise relocation permit, as required, to prior to any land clearing activities on the subject site. within 25-feet of any identified Gopher Tortoise burrows. Capturing and relocating on-site Gopher Tortoises shall not be permitted prior to receipt of the FFWCC permit.
4. A copy of any required FFWCC permits shall be filed with the Town. No clearing within 25-feet of identified burrows within the subject site shall be allowed until the conditions of an FFWCC permit are satisfied and the Applicant's project manager certifies to that effect in writing to the Town.
5. If, during clearing activities, either a Bald Eagle or Golden Eagle nest(s) is identified on-site, clearing activities within 660-feet of the nest(s) shall be terminated until such time that the FFWCC is notified and a determination is made as to whether a United States Fish and Wildlife Service (USFWS) permit is required.

6. The Applicant shall prepare a drainage plan, to include compensating storage, as part of the site development approvals required by Town ULDC Article 70 *Drainage, Swales and Culverts*, and Section 155-010, as determined by the Town Engineer.

7. An Environmental Resource Permit (ERP) application shall be submitted for review by the South Florida Water Management District (SFWMD). Clearing of the property may commence prior to issuance of the ERP provided that pre-approval clearing activities shall not change the existing grade and shall not occur within 50 feet of delineated wetlands.

8. The Town's Floodplain Administrator, or his designated agent, shall make a determination as to whether any activity defined in Section 175.005 of the Unified Land Development Code (ULDC) to be undertaken on the property is located within a defined Flood Hazard Area, and regulated under ULDC Sections 175.075 (7) or 175.075 (8).

9. No clearing within wetlands identified on the survey dated May 11, 2018 by Wallace Surveying Corporation shall take place.

10. A Vegetation Removal Affidavit, Declaration of Restrictive Covenant, and Proof of Mitigation Payment, payable to the Town of Loxahatchee Groves in an amount of 110% of the cost of mitigation, as determined in the Vegetation Removal Permit Affidavit, shall be submitted to the Town as attachments to this permit.

11. A final inspection shall be completed jointly by the Owner and Town after clearing and a revised Use Code is assigned to the subject site by the Palm Beach County Property Appraiser. The Use Code map shall be used to determine if any mitigation needs to be done prior to refund of the Mitigation Payment by the Town. Should mitigation be required as a result of the final inspection, a mitigation plan shall be prepared by the Owner, approved by the Town and implemented by the Owner.

12. A Clearing, Relocation and Disposal Management Plan (CRD Management Plan) shall be approved by the Town prior to any clearing activities. The CRD Management Plan shall consist of the following elements: Clearing Schedule and Town Notification Requirement; Tree Relocation Management Plan; Method of Disposal, including Travel Routes and Schedule.

13. A Deliveries Management Plan (DMP) shall be approved by the Town prior to any clearing activities. The DMP shall consist of the following elements: Delivery routes and days/hours of operation; needed/proposed infrastructure improvements and maintenance; traffic management procedures; and Town Delivery Notification Requirement.

14. Best Management Practices (BMPs) for sod farms, per the document titled: "Water Quality/Quantity Best Management Practices for Florida Sod 2008 Edition" as amended, shall be complied with.

15. The Applicant shall contribute \$250 per acre of subject property for 10 years, which the Town will use for maintenance of North B Road.

VI. Attachments

- A. Vegetation Removal Affidavit: X
- B. Declaration of Restrictive Covenant: X
- C. Proof of Mitigation Payment: X
- D. Clearing, Relocation, and Disposal (CRD) Management Plan: X
- E. Deliveries Management Plan (DMP): X

VII. Office Use Area

This permit does not become valid until signed by an authorized representative of the Town of Loxahatchee Groves and all fees and receipt acknowledged below:

Jim Flue
Planning and Zoning Official

Date: 10/30/2018

Permit Approved X or Denied _____

Permit Number: VRP 2018-01

W. F. Underwood
Town Manager

Date: 10/30/2018

Approved as to form:
M. H. V.
Town Attorney

ATTACHMENT A - VEGETATION REMOVAL PERMIT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Christopher Clements ("Affiant"), who after being first duly sworn, deposes and says as follows:

1. "Affiant" is an owner of and Agent for that certain real property, PCN 41-41-43-07-00-000-5020, PCN 41-41-43-07-00-000-5070, PCN, PCN 41-41-43-07-00-000-5080, PCN 41-41-43-07-00-000-5090, PCN 41-41-43-07-00-000-5100, and, PCN 41-41-43-07-00-000-5110, inclusive ("Property") located in the Town of Loxahatchee Groves, FL. ("Property") and further described in Exhibit A.
2. In connection with "Affiant's" approval (Vegetation Removal Permit VRP 2018-01) to remove vegetation on "Property":
 - a. All vegetation removal pursuant to Vegetation Removal Permit VRP 2018-01 shall occur on "Property", including those trees included with the VRP 2018-01 application as Attachment D *Tree Replacement Tables*, included herein as Exhibit B.
 - b. "Affiant" shall apply for a bona fide agriculture Use Code ("BFAUC") assignment on "Property" from the Palm Beach County Property Appraiser's office by March 1, 2019.
 - c. If "Affiant" does not obtain "BFAUC" by September 30, 2019, he shall start immediately to install Required Replacement Plantings identified in the Mitigation Plan attached hereto as Exhibit "B" and complete such installation by January 1, 2020, or an Alternative Replacement Plantings to be approved by the Town of Loxahatchee Groves.
 - d. Portions of "Property" not awarded a "BFAUC" shall remain subject to Loxahatchee Groves land development regulations.
 - e. To assure compliance with Section 2.c., above, "Affiant" shall submit a cash deposit payable to the Town of Loxahatchee Groves in the Amount of \$ 1,996,958 (Mitigation Payment) prior to approval of Vegetation Removal Permit VRP 2018-01 by the Town of Loxahatchee Groves. The Mitigation Payment shall be refunded by the Town to "Affiant" upon receipt of a "BFAUC" by "Affiant" and presentation of documentation thereof to the Town. The Mitigation Payment shall be refunded to "Affiant" no later than 30 days following receipt of the "BFAUC" by the Town.
3. In the event that any land development or additional vegetation removal activities are proposed on "Property" in the future, "Affiant" shall obtain all necessary approvals and permits from the Town and any other agencies having jurisdiction.

Christopher B. Clements
Affiant's Signature

The foregoing instrument as acknowledged before me by Christopher Clements, who is (personally) (known to me) or (has produced) _____, as identification and who did take an oath.

Dated this 16 day of October, 2018.



Katie Bielskis
NOTARY PUBLIC, State of Florida

Katie Bielskis
Type/Print Name of Notary Public

EXHIBIT A: LEGAL DESCRIPTION

LEGAL DESCRIPTION for 41-41-43-07-00-000-5020:

7-43-41, W 658.4 FT OF E 1316.9 FT OF SE 1/4 (LESS SLY 1323.58 FT)

LEGAL DESCRIPTION for 41-41-43-07-00-000-5070:

7-43-41, N 373.10 FT OF S 543 FT OF W 283.51 FT OF E 1975.3 FT & S 169.90 FT OF W 658.4 FT OF E 1975.3 FT OF S 1/2

LEGAL DESCRIPTION for 41-41-43-07-00-000-5080:

7-43-41, N 330.71 FT OF S 1323.20 FT OF W 658.40 FT OF E 1975.3 FT OF S 1/2

LEGAL DESCRIPTION for 41-41-43-07-00-000-5090:

7-43-41, W 658.4 FT OF E 1975.3 FT OF S 1/2 OF SEC (LESS S 1323.2 FT)

LEGAL DESCRIPTION for 41-41-43-07-00-000-5100:

7-43-41, N 822.59 FT OF S 922.59 FT OF W 658.4 FT OF E 1 975.3 FT (LESS S 373.10 FT OF W 283.51 FT) OF S 1/2

LEGAL DESCRIPTION for 41-41-43-07-00-000-5110:

7-43-41, S 1323.58 FT OF W 658.4 FT OF E 1316.9 FT OF S 1/2

EXHIBIT B – TREE REPLACEMENT TABLES

A. Tree Replacement Tables:

1. Species: Sabal Palm

Tree Height /DBH*	Trees Removed	Replacement Rate	Trees to be Replaced **
30 feet/9 inches DBH	1,040	1 tree/removed tree	0
< 30 feet/9 inches DBH	128	1 tree/removed tree	0
< 5 feet/3 inches DBH	0	0 tree/removed tree	0
Totals	1,168	NA	0

* Diameter @ Breast Ht.; ** - Trees to be relocated

2. Species: Cypress

Tree Height /DBH*	Trees Removed	Replacement Rate	Trees to be Replaced
30 feet/9 inches DBH	8	6 trees/removed tree	48
< 30 feet/9 inches DBH	24	4 trees/removed tree	96
< 5 feet/3 inches DBH	0	0 tree/removed tree	0
Totals	32	NA	144

3. Species: Dahoon Holly

Tree Height /DBH*	Trees Removed	Replacement Rate	Trees to be Replaced
30 feet/9 inches DBH	0	6 trees/removed tree	0
< 30 feet/9 inches DBH	8	4 trees/removed tree	32
< 5 feet/3 inches DBH	0	0 tree/removed tree	0
Totals	8	NA	32

4. Species: Live Oak

Tree Height /DBH*	Trees Removed	Replacement Rate	Trees to be Replaced
30 feet/9 inches DBH	376	6 trees/removed tree	2,256
< 30 feet/9 inches DBH	624	4 trees/removed tree	2,496
< 5 feet/3 inches DBH	0	0 tree/removed tree	0
Totals	1,000	NA	4,752

5. Species: Splash Pine

Tree Height /DBH*	Trees Removed	Replacement Rate	Trees to be Replaced
30 feet/9 inches DBH	2,424	6 trees/removed tree	14,544
< 30 feet/9 inches DBH	1,224	4 trees/removed tree	4,896
< 5 feet/3 inches DBH	0	0 tree/removed tree	0
Totals	3,648	NA	19,440

6. Total Replacement Plantings:

Tree Height /DBH*	Trees Removed	Replacement Rate	Trees to be Replaced
30 feet/9 inches DBH	3,848	6 trees/removed tree	16,848
< 30 feet/9 inches DBH	2,008	4 trees/removed tree	7,520
< 5 feet/3 inches DBH	0	0 tree/removed tree	0
Totals	5,856	NA	24,368

7. Tree Retention Credits – None Requested.

B. Typical Tree Replacement Schedule:

1. Tree Replacement Percentages

Tree Description*	Percent Replacement	Mature Size	Trees to be Replaced
Large Shade Tree	30	25 + Feet Spread	7,310
Medium Shade Tree	20	20 + Feet Spread	4,874
Flowering Trees	20	18 Feet + Height	4,874
Palms	20	8 Feet ct**	4,874
Accent	10	25 + Feet Spread	2,436
Totals	100	NA	24,368

2. Replacement Tree Requirements (at time of planting):

- Replacement trees 9 inches DBH or greater in Tables A-1 through A-6 shall be at least ten feet in height and a minimum two and one-half inches DBH = 1,049 trees.
- Replacement trees less than 9 inches DBH in Tables A-1 through A-9 shall be at least ten feet in height and a minimum one and one-half inches DBH = 932 trees.
- Palms – Overall height a minimum of 10 feet.

3. Tree Replacement Costs

Tree Description*	Percent Replacement	Trees to be Replaced	Unit Cost (\$)	Total Cost (\$)
Large Shade Tree	30	7,310	100.00	731,040.00
Medium Shade Tree	20	4,874	75.00	365,520.00
Flowering Trees	20	4,874	65.00	316,784.00
Palms	20	4,874	50.00	243,680.00
Accent	10	2,436	65.00	158,392.00
Totals	100	24,368	N/A	1,815,416

ATTACHMENT B

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this 12th day of October, 2018, by South Florida Soil Farm, LLC whose address is 2269 NW 194 St., Miami Gardens, FL ("Owner") and The Town of Loxahatchee Groves (the "Town"), a political subdivision of the State of Florida, whose address is 155 "F" Road, Loxahatchee Groves, FL 33470.

RECITALS

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

WHEREAS, Owner and the Town desire to attain and maintain an agriculture use of the property more particularly described in Exhibit "A"; and

WHEREAS, Town shall provide for a parcel to be cleared for bona fide agriculture use consistent with state requirement without concurrent mitigations; and

WHEREAS, In order that the requirement for concurrent mitigation is waived, the Town requires that the parcel owner record a restrictive covenant on a Town approved form limiting the parcel to bona fide agriculture use; and

WHEREAS, The Town requires the parcel owner to make a cash donation to the Loxahatchee Groves Tree Mitigation Trust Fund or to mitigate in accordance with Town's Unified Land Development Code at the time of a zoning or land use change.

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

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

The sole use of the parcel more particularly described in Exhibit "A" shall be limited to "bona fide agricultural purposes" as determined by the Property Appraiser pursuant to § 193.461, Florida Statutes, unless and until Owner, agrees to either make the cash payment for the tree mitigation value of one million eight hundred and fifteen thousand four hundred and sixteen dollars (\$1,815,416) to the Town of Loxahatchee Groves Tree Mitigation Trust Fund or to mitigate in

accordance with Town's Unified Land Development Code Section 87-030(d), as amended from time to time, at the time of a zoning or land use change.

3. It is the intention of Owner that the restriction contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the Owner, and to the Town, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. These restrictions may be enforced in a court of competent jurisdiction by Town of Loxahatchee Groves or its designated agency.
4. The Declaration of Restrictive Covenant shall be recorded in the public records of Palm Beach County by Owner.
5. Owner shall provide a copy of the recorded Declaration of Restricted Covenants to the Town of Loxahatchee Groves.
6. This agreement is binding until a release of covenant is executed by the Town Council and is recorded in the public records of Palm Beach County, Florida. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both Owner and the Town or their respective successors and assigns and be recorded by the owner as an amendment hereto.
7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

WITNESSES:

Sign Name: [Signature] By: South Florida Sod Farm, LLC
Print Name: Marcus Bach a Delaware limited liability company
Sign Name: [Signature] By: [Signature]
Print Name: Myles Pistorius TODD BOYAN, VICE-PRESIDENT

11 day of October, 2018.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of
October, 2018, by TODD BOYAN, as
of _____ who is
personally known to me or who has produced _____ as
identification.



[Signature]
Print Name: HEIDI B. ALFASSA
Notary Public, State of Florida
My Commission Expires: 2-1-21

(REST OF PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT A: LEGAL DESCRIPTION

LEGAL DESCRIPTION for 41-41-43-07-00-000-5020:

7-43-41, W 658.4 FT OF E 1316.9 FT OF SE 1/4 (LESS SLY 1323.58 FT)

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LEGAL DESCRIPTION for 41-41-43-07-00-000-5110:

7-43-41, S 1323.58 FT OF W 658.4 FT OF E 1316.9 FT OF S 1/2

(REST OF PAGE INTENTIONALLY LEFT BLANK)

ATTACHMENT C – PROOF OF MITIGATION PAYMENT

TO: Town of Loxahatchee Groves APPLICANT: South Florida Sod Farm, LLC
155 "F" Road
Loxahatchee Groves, FL 33470

RE: Town Receipt No. _____;
Loxahatchee Groves Vegetation Removal Permit No. VRP 2018-01;

Amount: US Dollars - One Million Nine Hundred Ninety-Six Thousand Nine Hundred Fifty-Eight and no/100 U.S. Dollars (\$ 1,996,958)

Issue Date: _____ Expiration Date: _____

This payment is submitted pursuant to the terms of that certain Vegetation Removal Permit Number VRP2018-01 (hereafter, "Permit"), issued to South Florida Sod Farm, LLC ("Permittee"), by the Town of Loxahatchee Groves, under the Unified Land Development Code (ULDC) Article 87 – Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal.

Funds under this payment are available to the Town in the event that drawing is due to the default or failure of the Permittee to comply with the provisions of Vegetation Removal Permit VRP 2018-01 issued by the Town under ULDC Article 87 – Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal.

Funds under this payment shall be refunded by the Town to Permittee provided that the Conditions of Approval of VRP 2018-01 related to the assignment of a Bona fide Agriculture Use Code to Subject Property by the Palm Beach County Property Appraiser have been satisfied. Funds shall be refunded based a determination by the Town that said Conditions of Approval have been fully satisfied.

When the Town receives your demand for refund, upon a determination that Conditions of Approval have been fully satisfied, the Town will promptly honor the same.

Venue for any and all legal actions necessary to enforce the terms of this Mitigation Payment shall be Palm Beach County, Florida.

Kindly address all correspondence regarding this Mitigation Payment to the following

Name and Title: Myles Pistorius
Firm: South Florida Sod Farm, LLC
Address: 2269 NW 199th St. Miami Gardens, FL 33056
Telephone: 305-943-1511
E-Mail: mpistorius@dolphins.com

The Town may place the mitigation payment in an interest bearing account and the Town shall return the interest earnings on such funds.
(waf)

RECEIPT

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves, FL 33470
561-793-2418

0612
DATE 10/30/18

RECEIVED FROM So. Florida Sod Farm \$ 1,996,958.00 ^{NO}
ONE MILLION NINE HUNDRED NINETY SIX THOUSAND NINE HUNDRED FIFTY EIGHT DOLLARS
FOR CLEARING PERMIT

AMOUNT OF ACCOUNT		☐	CASH
THIS PAYMENT	<u>1,996,958.00</u>	☒	CHECK
BALANCE DUE		☐	CREDIT CARD
		☐	MONEY ORDER

BY B. Keen
THANK YOU

1059

1059

SOUTH FLORIDA SOD FARM, LLC

SUNTRUST
ACH RT 061000104
64-10/610

DATE AMOUNT

10/16/2018 *****1,996,958.00**

PAY One Million Nine Hundred Ninety Six Thousand Nine Hundred Fifty Eight
VOID AFTER 6 MONTHS

TO THE ORDER OF TOWN OF LOXAHATCHEE GROVES

Christopher B. Clements
B. Keen

⑈00001059⑈ ⑆061000104⑆1000213302234⑈

1059

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE			
00023	TOWN OF LOXAHATCHEE GROVES		10/16/2018			
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET	
CLEARING PERMIT	10/16/2018	1,996,958.00	1,996,958.00	\$0.00	\$1,996,958.00	
		1,996,958.00	1,996,958.00	\$0.00	\$1,996,958.00	

COMMENT

ATTACHMENT D

Clearing, Relocation, and Disposal (CRD) Management Plan

For

South Florida Sod Farm
15381 North Road
Loxahatchee Groves, FL 33470

Prepared on September 12th, 2018; Rev: October 9, 2018; October 17, 2018

I. CLEARING SCHEDULE

The clearing of the subject property shall commence the date of issuance of the Vegetation Removal Permit by the Town of Loxahatchee Groves and shall be completed approximately 6-8 weeks after issuance of the permit. This timeframe would be extended should clearing activities be temporally stopped due to a number of circumstances including but not limited to acts of God and Florida Forest Service issues.

The method of clearing will be a burn permit issued on a daily basis by the Florida Forest Service (FSS). The FSS Permit shall be filed with the Town of Loxahatchee Groves. Under the FSS Permit, the hours of operation of the burn are 9:00 a.m. to one hour prior to sundown.

II. TOWN CLEARING NOTIFICATION REQUIREMENT

The Town of Loxahatchee Groves shall be notified with a phone call or email to an authorized staff member prior to the commencement of land clearing activities. Notification shall also occur on a weekly basis, on Monday of each week that clearing is to take place.

III. TREE RELOCATION MANAGEMENT PLAN

The sabal palms on site shall be transplanted to the perimeter of the site after clearing has taken place. An inventory shall be maintained of sabal palms relocated, and those successfully established after one year. Trees to be relocated will be temporarily placed in a holding trench and irrigated daily by a temporary irrigation system until the site of the final planting location of the palms has been prepared.

Tree relocation activity shall be done in accordance with standard forestry practices and procedures, and all such plantings shall be reasonably maintained and attended to promote successful establishment thereof.

IV. METHOD OF VEGETATION DISPOSAL

The Florida Forest Service issues authorization to burn for agricultural properties. An agricultural Use Code, assigned by the Palm Beach County Property Appraiser, is not required; however, proof of a legitimate agricultural business (cattle operation for the subject site) is required.

The existing vegetation will be cleared and burned on site using the air curtain incinerator method of prescribed burning. The material to be burned will be laid in a 10-foot wide by 30-foot long by 6-foot deep trench (berming will be required due to ground water levels) and air will be continuously blown across and into the pit. The smoke, grass, and embers return to the pit at a higher temperature than can be achieved by open burning. Once the debris in the immediate area is consumed, the burner is relocated on site to another trench and the process continues.

Burn Authorization is required from the Florida Forest Service and will be obtained by calling in and obtaining an authorization number on a daily basis. The Contractor will notify the Town and have the FSS Burn Authorization Number and FSS contact information (FSS phone number and staff member issuing the permit) on-site daily.

FSS will inspect the site and regulate the setbacks associated with the burning activity, including size, location, and number of piles of debris.

The ash will be utilized as fill (when mixed with soil) in any water containment berms as required by engineering and allowed by any permitting agency, including the Town.

V. TRAVEL ROUTES AND SCHEDULE

As the clearing and disposals operation will all be contained on the site, there will not be any hauling of materials offsite for disposal. If, for any reason, off-site disposal is required, this section of CRD Management Plan shall be revised and approved by the Town of Loxahatchee Groves.

ATTACHMENT D

Amended Clearing, Relocation, and Disposal (CRD) Management Plan

For

South Florida Sod Farm
15381 North Road
Loxahatchee Groves, FL 33470

Prepared on September 12th, 2018; Rev: October 9, 2018; October 17, 2018; January 31, 2019

I. CLEARING SCHEDULE

The clearing of the subject property shall commence the date of issuance of the Vegetation Removal Permit by the Town of Loxahatchee Groves and shall be completed approximately 6-8 weeks after issuance of the permit. This timeframe would be extended should clearing activities be temporarily stopped due to a number of circumstances including but not limited to acts of God and Florida Forest Service issues.

The method of clearing will be a burn permit issued on a daily basis by the Florida Forest Service (FSS). The FSS Permit shall be filed with the Town of Loxahatchee Groves. Under the FSS Permit, the hours of operation of the burn are 9:00 a.m. to one hour prior to sundown.

II. TOWN CLEARING NOTIFICATION REQUIREMENT

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Amended: January 31, 2019

1/31/19
WAL

Burn Authorization is required from the Florida Forest Service and will be obtained by calling in and obtaining an authorization number on a daily basis. The Contractor will notify the Town and have the FSS Burn Authorization Number and FSS contact information (FSS phone number and staff member issuing the permit) on-site daily.

FSS will inspect the site and regulate the setbacks associated with the burning activity, including size, location, and number of piles of debris.

The ash will be utilized as fill (when mixed with soil) in any water containment berms as required by engineering and allowed by any permitting agency, including the Town.

Pine tree stumps and logs will be hauled off-site to a recycling facility rather than burning due to their highly resinous nature and the amount of smoke that will be produced.

V. OFF-SITE TRAVEL ROUTES AND SCHEDULE

We anticipate a maximum of 12 loads of pine tree stumps and log material will be hauled off site per week for a total of 6 weeks. An "A" Road route shall be used by the truck traffic and is illustrated in the attached Haul Away Route Exhibit.

Hours of hauling will occur between 7am and 7pm Monday through Friday. The Contractor will notify the Town the day prior to an off site delivery with an estimate of the number of trips to occur on that day.

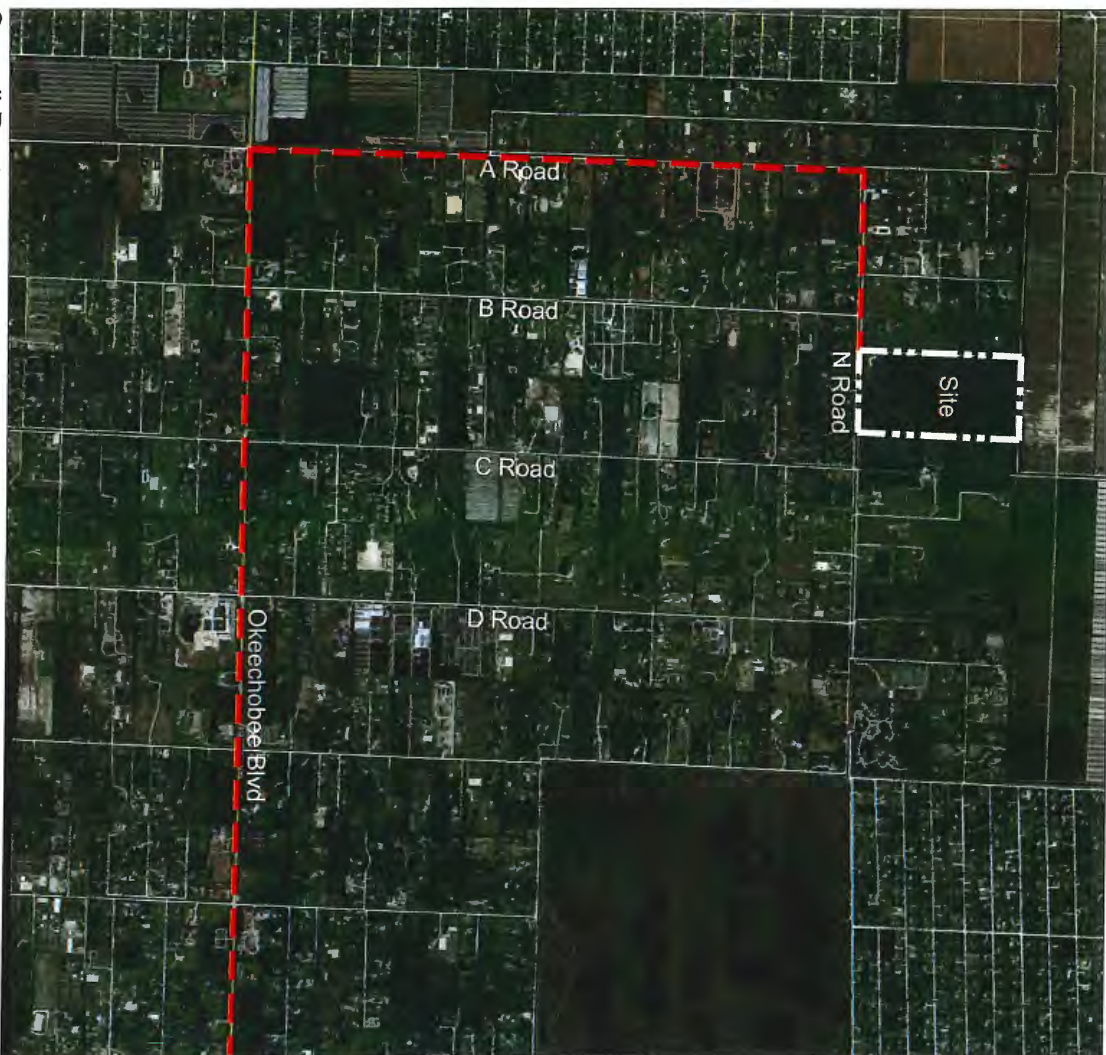
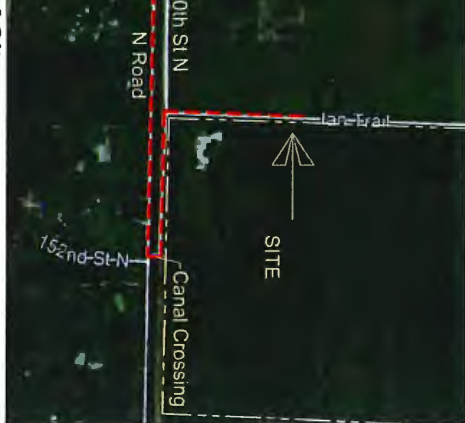
VI. ON SITE CONTACT

Matthew Tacilauskas
South Florida Sod Farm
Cell: 954-635-7189
Email: MTacilauskas@soflsod.com

(954) 635 7162
DENISE DIONESE
FINANCIAL MATTERS

Amended: January 31, 2019

1/31/2019
WPA



Overall Route

of Site

ATTACHMENT E

Deliveries Management Plan (DMP)

For

South Florida Sod Farm
15381 North Road
Loxahatchee Groves, FL33470

Prepared on September 12, 2018
Revised on October 10, 2018; October 17, 2018;
October 30, 2018

I. HOURS OF OPERATION FOR DELIVERY ACTIVITIES

We anticipate 12 large harvests and 12 small harvests per year that would be associated with delivery activities. Each harvest will take a maximum of 72 hours (less for small harvests).

Hours of delivery activities will occur 24 hours a day, excluding 7-9am and 4-6pm Monday through Friday unless with prior Town notification.

II. DELIVERY ROUTES

Trucks utilized for the transport of the product will be 5-axle tractor trailers with a 51' outside bridge length per DOT specifications for the hauling of 80,000 pounds. The loaded axles will be a minimum of 20,000 pounds per axel and unloaded drives and trailer axles will be under 5,000 pounds. Steer axles will be under 10,000 pounds.

B Road will be utilized for Delivery Routes. Please see attached Truck Route Plan.

Large Harvest (12 times per year)

B Road: 32 Round Trips

64 Trips x 12 times a year = 768 Trips x year

Small Harvest (12 times per year)

B Road: 16 Round Trips

32 Trips x 12 times a year = 384 Trips x year

Total Trips per Calendar Year = 1,152

III. TRAFFIC MANAGEMENT PROCEDURES

All truck staging will be contained within the subject property. No truck staging will occur offsite.

IV. TOWN DELIVERY NOTIFICATION REQUIREMENT

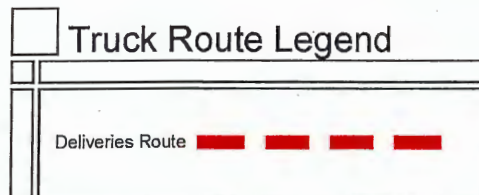
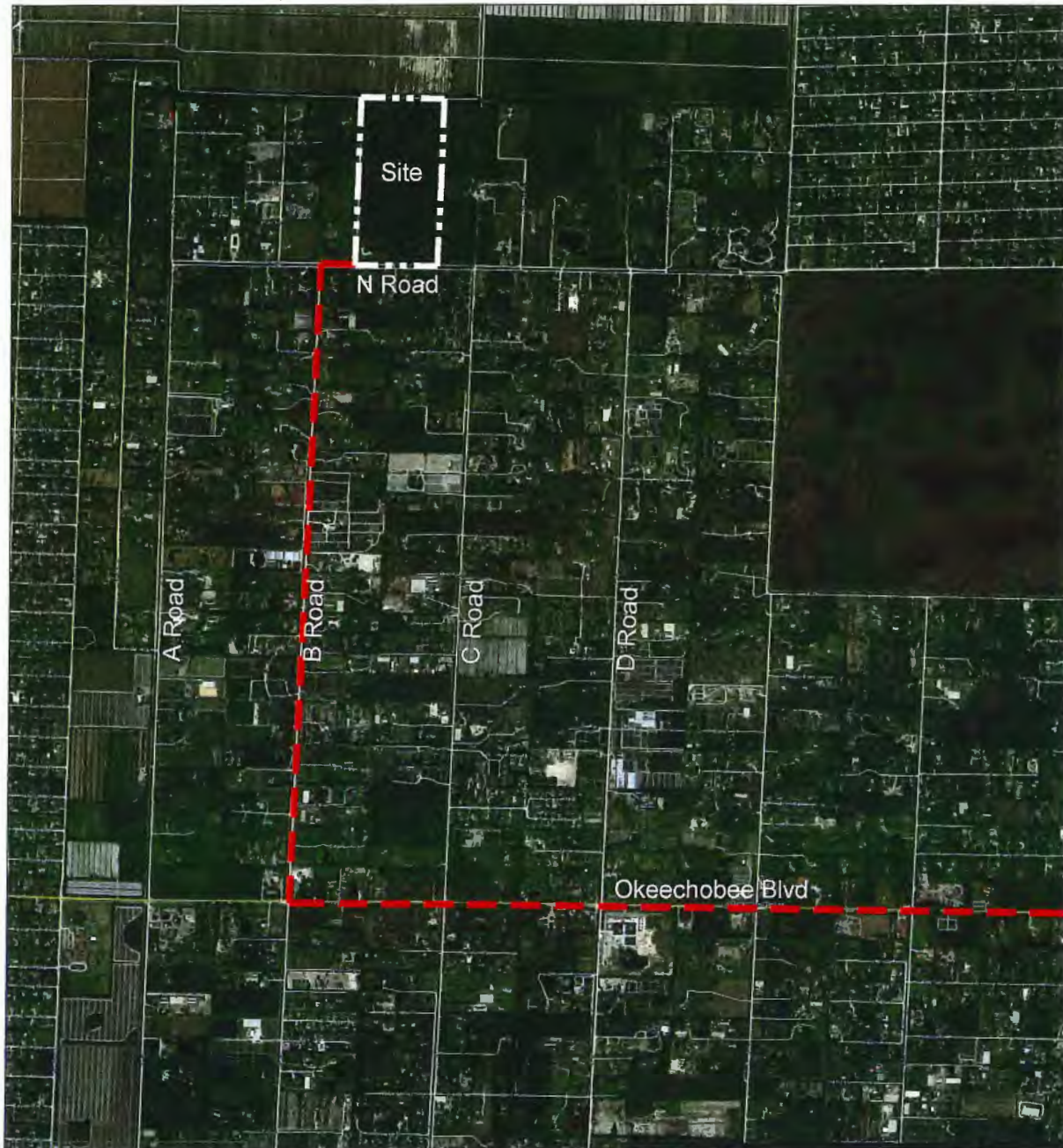
It is anticipated that during 2019, there will be 24 deliveries out of the site as part of the agricultural production. This is subject to change depending on current operational practices of the business. The Town Manager shall be notified of any changes.

Owner has proposed a canal crossing at the end of B Road to connect to 40th Street (North). Construction will be permitted through the Town and the ERP with SFWMD approval processes, as necessary. The owner is responsible for 100% of the cost of the improvement.

V. CANAL IMPROVEMENTS

The owner has proposed a canal crossing at the end of B Road to connect to North Road. Construction will be permitted through the Town and the ERP

TRUCK ROUTES PLAN



SOD FROM
REBAK FILE

• — Todd WATKINS — 355-2689

PBC AG APPROX 12

41-41-43-07-00-000-5070



July 19, 2019

1:9,028

0 0.075 0.15 54.3 mi

Property Detail

Location Address 15381 NORTH RD
 Municipality LOXAHATCHEE GROVES
 Parcel Control Number 41-41-43-07-00-000-5070
 Subdivision
 Official Records Book 29900 Page 1710
 Sale Date MAY-2018
 Legal Description 7-43-41, W 658.4 FT OF E 1975.3 FT OF SE 1/4

Owner Information

Owners	Mailing address
SOUTH FLORIDA SOD FARM LLC	2269 NW 199TH ST OPA LOCKA FL 33056 2600

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2018	\$3,625,000	29900 / 01710	WARRANTY DEED	SOUTH FLORIDA SOD FARM LLC
NOV-2001	\$10	13108 / 00913	QUIT CLAIM	ZDARSKY CONSTANTIN
NOV-2001	\$350,000	13108 / 00915	WARRANTY DEED	ZDARSKY CONSTANTIN

Exemption Information

No Exemption information available

Property Information

Number of Units 2
 *Total Square Feet 0
 Acres 40.1350
 Use Code 5300 - AG Classification CROP SOIL CLASS 3
 Zoning AR - Agricultural Residential (41-LOXAHATCHEE GROVES)

Appraisals

Tax Year	2018	2017	2016
Improvement Value	\$499,855	\$563,037	\$533,773
Land Value	\$285,509	\$246,128	\$227,897
Total Market Value	\$785,364	\$809,165	\$761,670

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2018	2017	2016
Assessed Value	\$652,347	\$593,043	\$539,130
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$652,347	\$593,043	\$539,130

Taxes

Tax Year	2018	2017	2016
Ad Valorem	\$14,058	\$13,116	\$12,061
Non Ad Valorem	\$2,252	\$1,583	\$1,604
Total tax	\$16,310	\$14,699	\$13,665

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

PRELIMINARY - SUBJECT TO CHANGE

PALM BEACH COUNTY PROPERTY RECORD CARD

TAX YEAR 2019

LOCATION & OWNER INFORMATION

PARCEL ID 41-41-43-07-00-000-5070

NBHD 723000RS

PARCEL ADDR 15381 NORTH RD

LEGAL 7-43-41, W 658.4 FT OF E 1975.3 FT OF SE 1/4

TAX DISTRICT 41486

OWNER SOUTH FLORIDA SOD FARM LLC

ADDRESS 2269 NW 199TH ST
OPA LOCKA FL 33056-2600



PALM BEACH COUNTY

19PRC414143070000005070

ENTER INFORMATION

TYPE	DATE	E	I	AP
IMP	21-MAY-19	3I	D	41
LAND	10-APR-19	4L	A	30
INCOME				
AG	18-JAN-19	AG	1	21

5300 PROPERTY USE / CROPSOIL CLASS3

LIVING UNITS:2

TOTAL CARDS:3

AUTOCAD:

AG INFORMATION

LINE	CA L#	CROP	LUC	ACRES	RATE	CODE	VALUE
1	1	5380	5380	5.0109	1500		7,516
2	2	5380	5380	35.1241	1500		52,686

TOTAL

40.135

60,202

TOTAL PARCEL

TYPE	VALUE
MASS	2,354,000
OVERRIDE	
INCOME	0
PRIOR YR VAL	785,364
BUILDING	465,386
OBYS	10,238
LAND	1,878,376
MARKET	2,354,000
AG/NON AG LAND	60,202
AG LAND & IMP	535,826
LAND MKT VAL	1,878,376
LB Ratio (value)	0.80
SOH%	
1 CAMA VALUE	

SALES INFORMATION

BOOK	PAGE	DC	QC	S	PRICE	DATE
29900	1710	WD	Q	V	3,625,000	23-MAY-18
13108	915	WD	DO	I	350,000	19-NOV-01

DD-RELATED PARTIES-W/LTS 5080,5100&5110 MAILER RECVD

PERMIT INFORMATION

PERMIT #	PERMIT DT	TYPE	WHY	STAT	TAXYR	AMOUNT
B-2019-002837-0000	11-MAR-19	F	04	C	2020	20,000
00-B00002320	27-JAN-00	F	01	C	2001	2,185
B89003113	03-FEB-89	F	05	C	1990	4,200
B88007637	23-MAR-88	F	01	C	1990	62,000

NOTES

SFB ESTIMATED BY AERIALS; 2014- EYB RE ROOF

OBY INFORMATION

CRD	L#	CODE	YRBLT	EFFYB	YRRMD	WIDTH	LGTH	AREA	UNITS	GD	MODCDE	RATE	PC	FC	DEP	FUNC	RSN	ECN	RSN	SOH	VALUE
1	2	SCE	1989			0	0	2,386	1	C		4.40	A	A	25				100	2,625.00	
1	3	PAT	1989			0	0	1,334	1	C	3	10.89	A	A	25				100	3,632.00	
1	4	WLL	1989			0	0	477	1	C		10.74	A	A	57				100	2,920.00	
2	6	PAT	2000	2000				600	1	C		5.36	A	A	33				100	1,061.00	
OBY VALUE																				10,238.00	

LAND INFORMATION

L#	LUSE	ZONE	AG	AGLND	TP	CDE	AFF	EFF	DEPTH	SQ FT	ACRES	UNITS	RATE	SIZE	NBHDF	INF	PCT	SOH	VALUE		
1	0100	AR	Y	5380	A	S1			0	218,275	5.01	0	48,000.00 T	5.01	1	SZ	-20	0	192,419.00		
NOTES:																					
2	0100	AR	Y	5380	A	S1			0	1,530,006	35.12	0	48,000.00 T	35.12	1		0	0	1,685,957.00		
NOTES:																					
TOTAL ACRES										40.135	TOTAL LAND VALUE										1,878,376.00

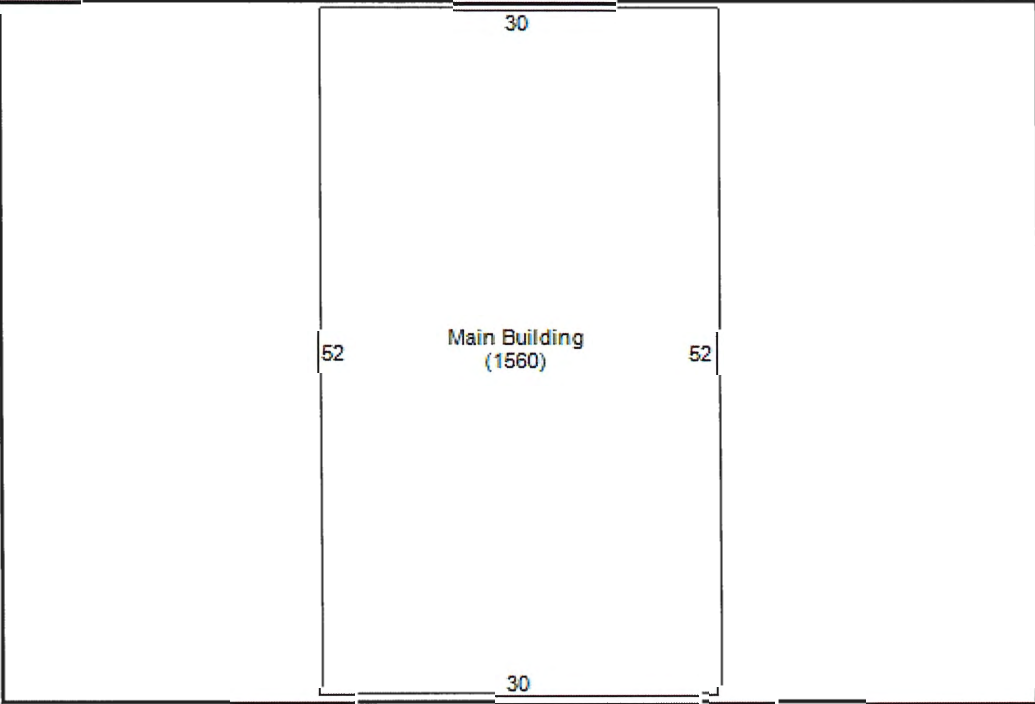
SUB-AREA INFORMATION			
LINE	CODE	PCT	SIZE
A 0	BAS	100	2971
BASE AREA			
A1 1	FEP	46	361
FINISHED ENCLOSED PORCH			
A2 2	FOP	29	56
FINISHED OPEN PORCH			
A3 3	FOP	29	854
FINISHED OPEN PORCH			
A4 4	FEP	46	696
FINISHED ENCLOSED PORCH			
A5 5	SFB	97	544
SEMI FINISHED BASE AREA			
A6			
A7			
A8			
A9			
A10			
A11			
A12			
A13			
A14			
A15			
A16			
A17			
TOTAL SQ FT			5482

41-41-43-07-00-000-5070		RESIDENTIAL	15381 NORTH RD
VECTOR: BAS(A0L19CL7U2L13D2L7D21D4L36D25R23U2R19D2R4D2R12U2R4D6R20U37L19U19)FEP(A1CL19D19R19U19)FOP(A2L19L7U2L13D2L7D21CL14D4R14U4)FOP(A3L19L7U2L13D2L7D21L14D4R14U4D4L36CL4D35R86U4L20U6L4D2L12U2L4U2L19D2L23U25)FEP(A4L19L7U2L13D2L7D21L14D4R14U4D4L36L4CU15L29D24R29U9)SFB(A5D2CR2D2R28D18L30U20)			

BUILDING INFORMATION			
1	/	3	SYS CRD# /TOT BLDGS
0100	ID	1	SFR
			C&D
1.13			NBHD FACTOR
			LEVEL / UNIT TYPE
1	/		UNIT HEIGHT / BLDG HEIGHT
0	/		BED RM / TOT RM
2	/	0	FULL BA / HALF BA
	/	6	ADD FIX / TOTAL FIX
1973	/	1978	YRBLT / EFFYR
	/		YR / % REMODELED
			REMOD KTCH / BATH
A4	/	AV	GRADE / CDU
69	/		% GOOD / DEPR TB
1		1	FPLC STACK / OPEN
17			EW1 MSY: CB STUCCO
18			EW2 WSF: BRICK
03			RS GABLE/HIP
12			RC MOD. METAL
05			IW1 DRYWALL
00			IW2 N/A
14			FT1 CARPETING
			FT2 N/A
3			HEAT HTG & AC
4			HEAT SYS FORCED AIR DUCT
			KB_ADJ
			MKT_ADJ
			FUNC
			ECON
100			SOH%
			4,249 EFF BLDG AREA
			3,515 SQ FT LIVING AREA
			4,249 TOTAL EBA
			392,009 RCN
			270,487 RCNLD
			305,650 ADJRCLND
			1 TOTAL ID UNIT VALUE

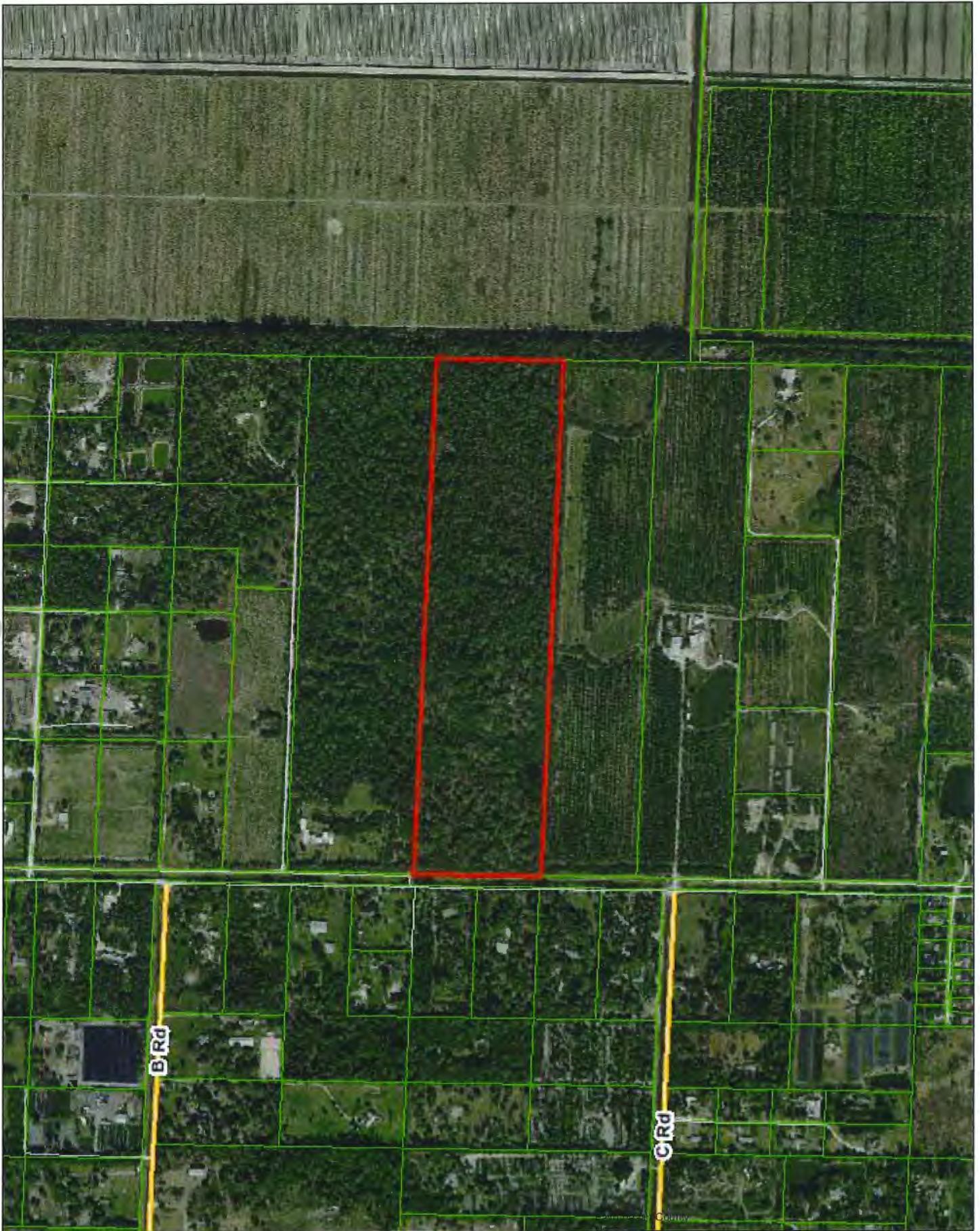
L#	COD	LENGTH	WIDTH	EL	ST	ID	UT	VALUE

LN	SE	LEVEL	YR	EFF	AREA	EXTER	USE	WA	EXTERIOR	CN	INT	INT	INT	INT	INT	INT	PHY	FNC	FNC	FNC	ENC	ENC
NO	NO	FR	TO	BLT	SIZE	PERM	TYPE	HT	WALL TYPE	TYP	FIN	PAR	HT	AC	PLB	LGT	CND	UT	RSN	%GD	RSN	%GD

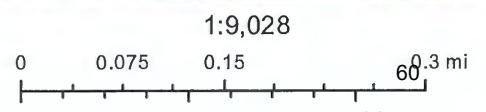
SUB-AREA INFORMATION				41-41-43-07-00-000-5070	RESIDENTIAL	15381 NORTH RD	BUILDING INFORMATION															
LINE	CODE	PCT	SIZE				2 / 3 SYS CRD# / TOT BLDGS															
A	0	BAS	100				0100 ID 1 SFR															
BASE AREA							C&D															
A1	1.13 NBHD FACTOR																					
A2	LEVEL / UNIT TYPE																					
A3	1 / UNIT HEIGHT / BLDG HEIGHT																					
A4	0 / BED RM / TOT RM																					
A5	2 / 0 FULL BA / HALF BA																					
A6	/ 6 ADD FIX / TOTAL FIX																					
A7	1989 / 1994 YRBLT / EFFYR																					
A8	/ YR / % REMODELED																					
A9	REMOD KTCH / BATH																					
A10	A3 / AV GRADE / CDU																					
A11	77 / % GOOD / DEPR TB																					
A12	FPLC STACK / OPEN																					
A13	17 EW1 MSY: CB STUCCO																					
A14	00 EW2 NONE																					
A15	03 RS GABLE/HIP																					
A16	12 RC MOD. METAL																					
A17	05 IW1 DRYWALL																					
TOTAL SQ FT				00 IW2 N/A																		
1560				14 FT1 CARPETING																		
				00 FT2 N/A																		
				3 HEAT HTG & AC																		
				4 HEAT SYS FORCED AIR DUCT																		
				KB_ADJ																		
				MKT_ADJ																		
				FUNC																		
				ECON																		
				100 SOH%																		
				1,560 EFF BLDG AREA																		
				1,560 SQ FT LIVING AREA																		
				1,560 TOTAL EBA																		
NOTES:				L# COD LENGTH WIDTH EL ST ID UT VALUE																		
BLDG 002 2014- EYB FOR RE ROOF				143,966 RCN																		
				110,854 RCNLD																		
				125,265 ADJRCNLD																		
				1 TOTAL ID UNIT VALUE																		
LN	SE	LEVEL	YR	EFF	AREA	EXTER	USE	WA	EXTERIOR	CN	INT	INT	INT	INT	INT	INT	PHY	FNC	FNC	FNC	ENC	ENC
NO	NO	FR	TO	BLT	SIZE	PERM	TYPE	HT	WALL TYPE	TYP	FIN	PAR	HT	AC	PLB	LGT	CND	UT	RSN	%GD	RSN	%GD

Page 4 of 4

41-41-43-07-00-000-5020



July 19, 2019



Property Detail

Location Address 40TH ST
 Municipality LOXAHATCHEE GROVES
 Parcel Control Number 41-41-43-07-00-000-5020
 Subdivision
 Official Records Book 29900 Page 1710
 Sale Date MAY-2018
 Legal Description 7-43-41, W 658.4 FT OF E 1316.9 FT OF SE 1/4

Owner Information**Owners**

SOUTH FLORIDA SOD FARM LLC

Mailing address

2269 NW 199TH ST
 OPA LOCKA FL 33056 2600

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2018	\$3,625,000	29900 / 01710	WARRANTY DEED	SOUTH FLORIDA SOD FARM LLC
MAR-2000	\$10	11655 / 00527	QUIT CLAIM	ZDARSKY CONSTANTIN
MAR-2000	\$10	11655 / 00529	QUIT CLAIM	ZDARSKY CONSTANTIN
MAR-2000	\$50,000	11655 / 00531	WARRANTY DEED	ZDARSKY CONSTANTIN
DEC-1984	\$100	04509 / 00537	QUIT CLAIM	ZDARSKY EDWARD TR
MAR-1984	\$150,000	04183 / 00271	WARRANTY DEED	
JAN-1968	\$44,000	01679 / 00000		

Exemption Information

No Exemption information available

Property Information

Number of Units 0
 *Total Square Feet 0
 Acres 40.1331
 Use Code 5300 - AG Classification CROP SOIL CLASS 3
 Zoning AR - Agricultural Residential (41-LOXAHATCHEE GROVES)

Appraisals

Tax Year	2018	2017	2016
Improvement Value	\$0	\$0	\$0
Land Value	\$776,247	\$669,179	\$619,610
Total Market Value	\$776,247	\$669,179	\$619,610

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2018	2017	2016
Assessed Value	\$426,048	\$387,316	\$352,105
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$426,048	\$387,316	\$352,105

Taxes

Tax Year	2018	2017	2016
Ad Valorem	\$10,912	\$9,519	\$8,741
Non Ad Valorem	\$6,067	\$4,958	\$4,196
Total tax	\$16,979	\$14,477	\$12,937

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

PRELIMINARY - SUBJECT TO CHANGE

PALM BEACH COUNTY PROPERTY RECORD CARD

TAX YEAR 2019

LOCATION & OWNER INFORMATION

PARCEL ID 41-41-43-07-00-000-5020

NBHD 723000RS

PARCEL ADDR 40TH ST

LEGAL 7-43-41, W 658.4 FT OF E 1316.9 FT OF SE 1/4

TAX DISTRICT 41486

OWNER SOUTH FLORIDA SOD FARM LLC

ADDRESS 2269 NW 199TH ST
OPA LOCKA FL 33056-2600



PALM BEACH COUNTY

19PRC41414307000005020

ENTER INFORMATION

TYPE	DATE	E	I	AP
IMP	20-MAR-19	4I	T	93
LAND	10-APR-19	4L	A	30
INCOME				
AG	11-FEB-19	AG	1	21

5300 PROPERTY USE / CROPSOIL CLASS3

LIVING UNITS:0

TOTAL CARDS:0

AUTOCAD:

AG INFORMATION

LINE	CA L#	CROP	LUC	ACRES	RATE	CODE	VALUE
1	1	5380	5380	40.1331	1500		60,200

TOTAL	40.1331	60,200
-------	---------	--------

TOTAL PARCEL

TYPE	VALUE
MASS	1,541,111
OVERRIDE	
INCOME	0
PRIOR YR VAL	776,247
BUILDING	0
OBV's	0
LAND	1,541,111
MARKET	1,541,111
AG/NON AG LAND	60,200
AG LAND & IMP	60,200
LAND MKT VAL	1,541,111
LB Ratio (value)	0.00
SOH%	
1 CAMA VALUE	

SALES INFORMATION

BOOK	PAGE	DC	QC	S	PRICE	DATE
29900	1710	WD	Q	V	3,625,000	23-MAY-18
11655	531	WD	DD	V	50,000	01-MAR-00
DD-RELATED PARTIES.						
04183	0271	WD	U	V	150,000	01-MAR-84

PERMIT INFORMATION

PERMIT #	PERMIT DT	TYPE	WHY STAT	TAXYR	AMOUNT

NOTES

P04-3661, OWNS ADJACENT LOT 507

OBY INFORMATION

CRD	L#	CODE	YRBLT	EFFYB	YRRMD	WIDTH	LGTH	AREA	UNITS	GD	MODCDE	RATE	PC	FC	DEP	FUNC	RSN	ECN	RSN	SOH	VALUE

LAND INFORMATION

L#	LUSE	ZONE	AG	AGLND	TP	CDE	AFF	EFF	DEPTH	SQ FT	ACRES	UNITS	RATE	SIZE	NBHDF	INF	PCT	SOH	VALUE	
1	0000	AR	Y	5380	A	S1			324	1,748,198	40.13	0	48,000.00	40.13	1	CN	-20	0	1,541,111.00	
NOTES:										FUTURE LAND USE: RR-10										
TOTAL ACRES										40.1331										
										TOTAL LAND VALUE										1,541,111.00



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser



OFFICIAL COPY

Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
tel 561.355.3230
fax 561.355.3963
pbcgov.org/papa

Keith N. Alexander, RES, CFE
Manager, Agriculture Department
Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
tel 561.355.2646 fax 561.355.1711

JUL 23 '19 PM 1:1

June 28, 2019

SOUTH FLORIDA SOD FARM LLC
2269 NW 199TH ST
OPA LOCKA FL 33056-2600

RE: Granting of the Agricultural Classification
Property Control Number: 41-41-43-07-00-000-5020

Dear SOUTH FLORIDA SOD FARM LLC:

We are pleased to inform you that we have granted your application for the agricultural classification. Our decision was based on supportive documentation provided, an aerial view and a required on-site inspection of your property. In the future, an appraiser will periodically inspect your property to verify that the commercial agricultural use continues. You may receive a questionnaire or letter requesting updated supportive documentation. Your cooperation is appreciated.

Regarding your tax notice, the Agricultural Classification is reflected in the assessed value of the land. The assessed value of the agricultural acreage is based on the appropriate agricultural use rate for your bona fide commercial agricultural use, instead of market value. It is not an exemption and will not be listed as an exemption on the tax bill. The Agricultural Classification will automatically renew each year as long as the use continues on the property and there is no deed change involving the parcel.

If you have any questions regarding the classification of your property, please contact the Agriculture Department of the Property Appraiser's Office at (561) 355-4577 or (561) 355-2646.

Very truly yours,

Dorothy Jacks, CFA, AAS
Palm Beach County Property Appraiser

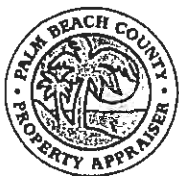
Keith N. Alexander, RES, CFE
Manager, Agricultural Appraisal Department

WEST COUNTY
SERVICE CENTER
2976 State Road 15
Belle Glade, FL 33430
tel 561.996.4890
fax 561.996.1661

NORTH COUNTY
SERVICE CENTER
3188 PGA Blvd., Suite 2301
Palm Beach Gardens, FL 33410
tel 561.624.6521
fax 561.624.6565

MID-WESTERN COMMUNITIES
SERVICE CENTER
200 Civic Center Way, Suite 200
Royal Palm Beach, FL 33411
tel 561.784.1220
fax 561.784.1241

SOUTH COUNTY
SERVICE CENTER
14925 Cumberland Drive
Delray Beach, FL 33446
tel 561.276.1250
fax 561.276.1278 63



DOROTHY JACKS

CFA, AAS
Palm Beach County Property Appraiser

Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
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Keith N. Alexander, RES, CFE
Manager, Agriculture Department
Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
tel 561.355.2646 fax 561.355.1711

June 28, 2019

SOUTH FLORIDA SOD FARM LLC
2269 NW 199TH ST
OPA LOCKA FL 33056-2600

RE: Granting of the Agricultural Classification
Property Control Number: 41-41-43-07-00-000-5070

Dear SOUTH FLORIDA SOD FARM LLC:

We are pleased to inform you that we have granted your application for the agricultural classification. Our decision was based on supportive documentation provided, an aerial view and a required on-site inspection of your property. In the future, an appraiser will periodically inspect your property to verify that the commercial agricultural use continues. You may receive a questionnaire or letter requesting updated supportive documentation. Your cooperation is appreciated.

Regarding your tax notice, the Agricultural Classification is reflected in the assessed value of the land. The assessed value of the agricultural acreage is based on the appropriate agricultural use rate for your bona fide commercial agricultural use, instead of market value. It is not an exemption and will not be listed as an exemption on the tax bill. The Agricultural Classification will automatically renew each year as long as the use continues on the property and there is no deed change involving the parcel.

If you have any questions regarding the classification of your property, please contact the Agriculture Department of the Property Appraiser's Office at (561) 355-4577 or (561) 355-2646.

Very truly yours,

Dorothy Jacks, CFA, AAS
Palm Beach County Property Appraiser

A handwritten signature in black ink, appearing to read "Keith N. Alexander".

Keith N. Alexander, RES, CFE
Manager, Agricultural Appraisal Department

**WEST COUNTY
SERVICE CENTER**
2976 State Road 15
Belle Glade, FL 33430
tel 561.996.4890
fax 561.996.1661

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fax 561.784.1241

**SOUTH COUNTY
SERVICE CENTER**
14925 Cumberland Drive
Delray Beach, FL 33446
tel 561.276.1250
fax 561.276.1278 64

Tina Bonyak

From: Dawn Irmijim <Irmijim@bellsouth.net>
Sent: Tuesday, July 23, 2019 2:06 PM
To: Tina Bonyak
Subject: Fw: Sod Farm

I have verified (see below) that all 80 acres have bona fide ag. I have detailed backup if you need it.

Jim

----- Forwarded Message -----

From: Dawn Irmijim <Irmijim@bellsouth.net>
To: James Titcomb <jtitcomb@loxahatcheegrovesfl.gov>; Francine Ramaglia
<assttownmanager@loxahatcheegrovesfl.gov>
Sent: Tuesday, July 23, 2019, 01:52:32 PM EDT
Subject: Sod Farm

I checked with Todd Wallace, Ag Appraiser for PAPA. He confirmed that the Sod Farm has been granted a bona fide ag use code for 100% of the 80 acres. He's sending me an E-mail confirming the Use Code. Also, I have the property cards as backup.

Jim

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

SUBJECT: Synovus \$500,000 Annual Line of Credit

Background:

Staff has contacted each of its financial institutions with respect to replacing the District's previous \$200,000 emergency line of credit with FCB (now Synovus) with a \$500,000 emergency line of credit from each bank. At the time of agenda publication, we have only received Synovus' offer which is based upon the following terms:

- Annual or 12-month revolving LOC subject to renewal with 90 advance request, subject to potential additional underwriting, to be used solely for catastrophic events for which the Governor of the State of Florida has declared an emergency
- Interest rate based on LIBOR plus 3% with a floor rate of 5.19% (would have been 5.25% if renewal of District LOC)
- Repayment secured by pledge of FEMA reimbursement and all legally available non-ad valorem assessments.
- Commitment fee of \$1,000 plus \$3,500 Bank's Bond Counsel costs for a total of \$4,500. (This is consistent with the terms of the previous District LOC, possibly lower as the commitment fee of past LOC was \$2,000.) Annual renewals are likely to be closer to \$2,500 in total. It should be noted that all fees are predicated on the Town using an acceptable bond counsel; if not, Bank's Bond Counsel also serves as Town Bond Counsel thereby increasing costs from \$3,500 to \$8,000.
- No prepayment penalty (previous LOC had prepayment penalty)
- If used, balance may be converted to tax-exempt bank note depending on nature of emergency spending (for example, reconstruction of public purpose facilities)

Synovus has represented that they have reduced their normal costs for this transaction from \$7,000 to \$4,500 (assuming the Town engages its own bond counsel). We await proposals from the Town's other bankers, Bank United and Wells Fargo.



155 F Road Loxahatchee Groves, FL 33470

We had a brief discussion and shared the offer letter with Steve Sandford, a recognized bond counsel attorney with Greenberg Traurig. His comments are attached.

Attached are the following documents:

- Synovus offer letter updated as of August 12th (for interest rate purposes)
- Comments from Greenberg Traurig with respect to the agreement

Recommendations:

1. Direction to staff as to whether to proceed with Synovus Line of Credit
2. Direction to Town Attorney and staff to engage Bond Counsel, and
3. Delegation of authority to Mayor and Manager to sign closing documents, subject to approval by Town Attorney and Bond Counsel.



August 12th, 2019

Mr. James S. Titcomb
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Mr. Titcomb,

Synovus Bank ("Lender" and/or "Bank") is pleased to consider a financing arrangement (the "Facility") for the Town of Loxahatchee Groves, Florida (the "Town"), the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit facility is subject to other terms and conditions normally required by the Bank for similar transactions. The proposed Facility is subject to the satisfactory completion of the Bank's customary due diligence, underwriting and receipt of credit approval. This letter is not a commitment to lend.

Borrower: The Town of Loxahatchee Groves (the "Town")

Facility: Taxable 12 month Revolving Line of Credit

Amount: \$500,000

Purpose: Proceeds to only be used in the event of a catastrophic event and only when a declaration of emergency has been declared by the Governor of the State of Florida.

Collateral: The obligation to repay draws on the line will be secured by a pledge of future FEMA reimbursement and all legally available non-ad valorem tax revenues.

Repayment: Interest payments on the outstanding principal will be due and payable quarterly, on the 1st of each January, April, July and October, commencing after the initial draw. Upon receipt of the FEMA funds, the Town shall use the proceeds to pay down and/or pay-off the then outstanding principal. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Maturity: This line matures 12 months after closing. Synovus will consider renewal of subject line at maturity based upon subsequent review of credit and Full underwriting. Synovus will require the City to provide a 90 day request for renewal consideration.

Interest Rate: The principal sum outstanding shall bear interest at a floating rate per annum equal to 3.00% in excess of the 90 Day LIBOR rate at 11 a.m. of the first day of each month. For illustrative purposes, the rate as of August 12, 2019 is 5.19% percent. A floor of 5.19% will exist for the life of the line.

The LIBOR rate is the rate of interest fixed by the British Bankers Association at 11:00 a.m., London time relating to quotations for the three month London InterBank Offered Rates on U.S. Dollar deposits as published on Bloomberg LP, or if no longer published by Bloomberg

LP, such rate as shall be determined in good faith by the Bank from such sources as it shall determine to be comparable to Bloomberg LP as determined by the Bank.

In the event the LIBOR Rate ceases to exist or becomes unavailable during the term of this Line, or ceases to be an accurate interest rate benchmark, Lender may designate a substitute Index and modify the spread above or below the newly designated Index to equate to the interest rate in effect pursuant to this Line, immediately prior to such newly designated interest rate taking effect, and such spread shall remain in effect over and above the newly designated Index throughout the life of the line. Lender shall notify Borrower of any change in the Index and the applicable spread prior to the modification.

Fees: Twenty basis points (0.20%) Loan Commitment fee (\$1,000) and a twenty basis points (0.20%) annual renewal fee (\$1,000).

The Town is responsible for all legal and out of pocket expenses associated with the proposed financing and its future renewals. The Bank will be represented by Greenspoon Marder law, whose fee for this proposed financing will be fixed at \$3,500, contingent on their acceptance of Town's bond council.

Covenants: For so long as any of the principal amount of or interest on the proposed Loan is outstanding or any duty or obligation of the Town contemplated under the proposed Loan remains unpaid or unperformed, the Town covenants to the Bank as follows:

- 1) *Payment* – the Town shall pay the principal of and interest on the proposed Loan at the time and place and in the manner provided in the Note.
- 2) *Notice of Defaults* – the Town shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken by the Town with respect thereto.
- 3) *Records* – the Town agrees that any and all records of the Town related to the Line shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Town.
- 4) *Maintain Existence* - The Town will take all reasonable legal action within its control in order to maintain its existence as a Town of the State, and shall not voluntarily dissolve.
- 5) *Notice of Liabilities* – the Town shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Town or upon the ability of the Town to perform its obligation under the proposed Loan.
- 6) *Insurance* – The Town shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Town and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- 7) *Comply with Laws* – the Town is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
- 8) *Books and Records* – Books and records of the Town shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.
- 9) *Financial Reporting* - The Town will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2018, and shall furnish such financial audit to the Bank within 270 days

of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits. In addition, the Town shall adopt an annual budget as required by law. The Town shall provide the Bank with a copy of its annual operating budget for each fiscal year not later than 45 days after the commencement thereof.

Events of Default:

- An "Event of Default" shall be deemed to have occurred under this Agreement if:
- a) the Town shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, or otherwise; or
 - b) the Town shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Town by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
 - c) any representation or warranty made in writing by or on behalf of the Town in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
 - d) the Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
 - e) the Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged bankrupt on a petition in bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
 - f) the Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
 - g) failure by the Town promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations.

Default Rate & Acceleration:

The "default rate of interest" shall be five percentage points in excess of the Bank's Prime Rate of interest charged at the time of the event of default. The Bank's right to accelerate for Events of Default is limited to payment defaults.

Conditions of Lending:

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

- a) Documents are and shall be true and correct to the best of the Town's knowledge at the time of closing.
- b) On the closing date the Town shall be in compliance with all the terms and provisions set forth in the documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- c) Prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank; the opinion of bond counsel to the Town, regarding the due authorization, execution, delivery, validity and enforceability of the Agreements and Notes, the Town's power to incur the debt evidenced by the Notes, the due adoption and enforceability of the Note

Resolutions and the due creation and existence of the Town and is exempt from State excise tax on documents.

- d) No material and adverse changes shall have occurred in the financial condition of the Town.
- f) The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of
Jury Trial*

The Town and the Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any loan document executed in connection herewith or any other matter arising from the relationship between the Bank and the Town.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. Please understand that this letter is not a formal commitment to extend a loan by the Bank, but is merely intended for discussion purposes only in order to provide you with the basic terms and conditions of our proposal, which are outlined above. In the event Synovus is selected as the provider, a Letter of Commitment will be provided within 10 days of notice of said selection. The terms and conditions outlined in this Proposal are in effect for 30 days from the date of this letter. If you have any questions or need additional information, please do not hesitate contacting me at (305) 669-6334.

Respectfully,



Rafael Borrero
Vice President
Government Solutions Group
Synovus Bank
2500 Weston Road, #300
Weston, FL 33331
(305) 669-6334
RafaelBorrero@synovus.com



LeeAnn Kirwin
Assistant Director
Government Solutions Group
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1879
LeeAnnKirwin@synovus.com

Agreed to and accepted this _____ day of _____, 2019.

BORROWER: Town of Loxahatchee Groves, Florida

Signature: _____

Name: _____

Title: _____

Lakisha Burch

From: SanfordS@gtlaw.com
Sent: Tuesday, August 13, 2019 7:44 PM
To: Francine Ramaglia
Cc: bshutt@torcivialaw.com; SanfordS@gtlaw.com
Subject: RE: Renewal of Emergency Line of Credit
Attachments: img20190813_19305593.pdf

Francine and Brian it was good speaking with you today. I didn't catch the names of the other two folks on the call especially the girl from Long Island. I want to see if my wife knows her. Then it would be a very small world☺ Attached are a few handwritten comments and observations to the proposals. My initial reaction to the proposal by Synovus is also as follows:

1. Note that I didn't call it a commitment because it really isn't. See next to last sentence in first paragraph. Somewhat typical of banks these days.
2. It seems to be a high bar to be able to borrow under the line in that you need a declaration of emergency by the Governor. I don't know if when, for example, a hurricane hits some part of Florida, that there is always such a declaration and, if it is declared, that such declaration would only pertain to the hardest hit area. I point out the obvious only because the facility will cost the town money for commitment fees and legal fees. Speaking of commitment fees, the proposal is only for 12 months but on page 2 under "Fees" it speaks of an "annual renewal fee." That is there because there is a possibility of a renewal but with a **Full** underwriting.
3. One thing that is good is that it is a revolving line of credit. That means you can borrow up to the limit, and pay back some amount and then be able to draw again in the amount repaid. However I don't know how likely that would be if you only have a 12 month facility.
4. I did a deal recently where FEMA reimbursements were part of the security package. The back-up were special assessments and no one knew when and in what amount FEMA was going to reimbursement. In the Town's case the real security is the covenant to budget and appropriate non-ad valorem revenues. Before the Town can make that covenant we would have to make sure there is no other existing debt payable that way and, if so, there is typically an anti-dilution test or additional bonds test. If there is none, that would be one thing we would have to look for in the documents. Skip drafts. You wouldn't want a test that is too tough where you couldn't use your non-ad valorem for other borrowings if the Town has the capacity.
5. Last but not least and first making the caveat that I don't know the Town's credit and I don't hold myself or my firm as a financial advisor, the indicative rate (and floor) seems very high for a one year obligation. Since the proposal is good for 30 days, would it be worthwhile to get some other bids?

Brain I wait for your form of engagement letter to review and consider. As I said there is no charge for this review.

From: Francine Ramaglia [mailto:FRamaglia@loxahatcheegrovesfl.gov]
Sent: Tuesday, August 13, 2019 1:24 PM
To: Sanford, Stephen (Shld-WPB-Bond) <SanfordS@gtlaw.com>
Cc: 'Brian Shutt' <bshutt@torcivialaw.com>
Subject: FW: Renewal of Emergency Line of Credit
Importance: High

EXTERNAL OF GT

Hi Steve,

Here is the latest commitment letter.

Look forward to working with you.



Francine L. Ramaglia, CPA, AICP, ICMA-CM | Assistant Town Manager |
Loxahatchee Groves, FL | 561-793-2418



DISCLAIMER: This communication may be confidential or legally privileged. If you are not the intended recipient, please do not read or disclose to others; please notify the sender by reply mail, and; please delete this communication from your system. Failure to follow this process may be unlawful. Thank you for your cooperation.

RESPONSE: Due to the large number of emails, email filters, correspondence, calls and voicemails received by this office, not every message can be acknowledged or processed within the same time frame. Please follow up with Town offices during regular business hours if you do not receive timely response, to confirm a meeting time, or for return correspondence confirmation.

From: Borrero, Rafael <RAFAELBORRERO@synovus.com>
Sent: Monday, August 12, 2019 4:13 PM
To: Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>
Subject: FW: Renewal of Emergency Line of Credit

Also, I just remembered that I am out of the office on Thursday and Friday, if you need anything those two days here are the contacts you can communicate with:

Amanda DeBoer – 239-368-4022
LeeAnn Kirwin – 239-552-1879

Rafael

From: Borrero, Rafael
Sent: Monday, August 12, 2019 3:26 PM
To: Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>
Subject: RE: Renewal of Emergency Line of Credit

Perfect, give us the better part of the week to review.

Attached is the updated term sheet with the 5.19% floor. Keep in mind that if in a year the LIBOR continues to drop, when we renew the floor will more than likely drop with it.

Rafael

From: Francine Ramaglia [<mailto:FRamaglia@loxahatcheegrovesfl.gov>]
Sent: Monday, August 12, 2019 3:23 PM
To: Borrero, Rafael <RAFAELBORRERO@synovus.com>

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. Town Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the Town to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF's general orders, the TOWN Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the

TOWN, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. TOWN Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

- F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "Town of Loxahatchee Groves" and the Town logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.
- D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than March 31st of each prior fiscal year through the term of the agreement.
- B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the Town Council.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

ARTICLE 4 – TOWN RESPONSIBILITIES

4.1 Office Space

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

- 5.1 The total amount due for all services beginning October 1, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$610,000.00.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the TOWN'S budget process and approved by the TOWN Council.
- 5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.
- 5.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25th day of the month preceding the month of service.
- 5.5 The TOWN shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.
- 5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The TOWN may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and SHERIFF may agree.
- 6.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Town of Loxahatchee Groves. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

ARTICLE 8 – INSURANCE

- 8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the

alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the TOWN.

ARTICLE 12 – TERMINATION

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31st of any given year for termination effective as of October 1st of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The Town Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

ARTICLE 15 – NOTICE

- 15.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:

William F. Underwood, II
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

Mike D. Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

- 17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 18 – JOINT PREPARATION

- 18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: Virginia M. Walton
Virginia Walton, Town Clerk

By: David Browning
David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., Town Attorney



ATTEST:

By: Antonio Araujo
Antonio Araujo, Major

SHERIFF OF PALM BEACH COUNTY

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Sheriff's Agency Attorney
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

Palm Beach County Sheriff's Office Allocations	
Title	Quantity
Deputy Sheriff LE	5
TOTAL	5

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

Increases in future allocations will be mutually agreed upon.



JUL 24 '18 AM 9:57

July 20, 2018

JUL 24 '18 AM 9:57

William F. Underwood, II
Loxahatchee Groves Town Manager
155 F Road
Loxahatchee Groves, FL 33470

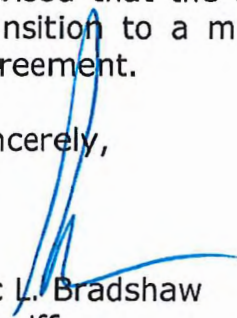
Re: Agreement for Law Enforcement Services By and Between the Palm Beach County Sheriff's Office and the Town of Loxahatchee Groves (the "Agreement")

Dear Mr. Underwood:

Pursuant to the Article 11 of the Agreement between Loxahatchee Groves and the Sheriff's Office, the Agreement shall renew annually only upon the Town's approval of the Sheriff's costing proposal. Accordingly, the Sheriff hereby provides formal notice to the Town that unless an Addendum which provides for the consideration for services for the term of October 1, 2018 through September 30, 2019, is executed prior to the commencement of that term (October 1, 2018), the Agreement shall not be renewed.

In the event that the Agreement is not renewed as set forth above, please be advised that the Sheriff is committed to cooperating with the Town during its transition to a municipal police department, as required by Article 13 of the Agreement.

Sincerely,


Ric L. Bradshaw
Sheriff

cc: Chief Frank DeMario
Lisa H. Rubin, PBSO Agency Attorney
Mike D. Cirullo, Jr., Town Attorney

SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This First Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as “Loxahatchee Groves”) located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, and a First Addendum effective October 01, 2018, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2019.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 7, Section A. of the Law Enforcement Service Agreement, the Parties have agreed to renew the Agreement for an additional twelve (12) month term. The term of this renewal is October 01, 2019 through September 30, 2020.
2. Article 6, Section A. of the Law Enforcement Service Agreement is amended as to the total amount due for law enforcement services as follows: The total cost of personnel and equipment shall be \$622,200.00. Monthly payments shall be \$51,850.00.
3. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2.1(E) shall be compensated at a rate of \$90.00 per hour and will be billed by the SHERIFF to the TOWN on a monthly basis. This rate is subject to annual review and change upon agreement between the TOWN and SHERIFF. Alternatively, the TOWN may opt to submit an application for an off-duty permit.

4. Article 2, Section 2.4, regarding fiscal responsibilities of the Law Enforcement Service Agreement is amended and shall now read as follows:

The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than April 30th of each prior fiscal year through the term of the agreement.

5. Article 15, Section 15.1, regarding Notice of the Law Enforcement Service Agreement is amended and shall now read as follows:

15.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:

James S. Titcomb
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

R. Brian Shutt, Esquire
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

6. In all other respects and unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

TOWN OF LOXAHATCHEE GROVES

BY: _____
Ric L. Bradshaw

BY: _____
Robert Shorr

Title: Sheriff

Title: Mayor

Witness: _____
Eric Coleman, Major

Witness: _____
Lakisha Burch, Town Clerk

DATE: _____

DATE: _____

Reviewed and approved
for execution:

BY: _____
James S. Titcomb
Town Manager

Approved as to form and
legal sufficiency:

BY: _____
R. Brian Shutt
Town Attorney

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AGREEMENT

This Agreement for Contracted Code Enforcement and Related Services ("Agreement" hereafter) is made as of the _____ day of _____, 2019, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the TOWN, and C.A.P. Government, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform Code Enforcement/compliance and related professional services ("SERVICES" hereinafter) for the TOWN; and,

WHEREAS, City of Lake Worth through its competitive selection process awarded the Contract ("CONTRACT" hereafter) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto;
 - B. This Agreement;
 - C. CONTRACT (including the Bid, Contractors Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**
6. Miscellaneous Provisions.
 - 6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
 - 6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.
 - 6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
 - 6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
 - 6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver

of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on _____. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.
- 6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
 - (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

- 6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
 - 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
 - 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
 - 6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.
7. Indemnity.

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

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

R. Brian Shutt, Town Attorney

CONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019
by _____, as _____ of _____,
a corporation authorized to do business in the State of Florida, and who is personally
known to me or who has produced the following _____
as identification.

Notary Public

Print Name: _____
My commission expires: _____

Lakisha Burch

From: James Titcomb
Sent: Wednesday, August 14, 2019 12:50 PM
To: Lakisha Burch
Cc: Jennifer N. Lopez
Subject: FW: CAP Government Services Contract

FYI (permissions granted)

From: Michael Bornstein <mbornstein@lakeworthbeachfl.gov>
Sent: Wednesday, August 14, 2019 12:39 PM
To: James Titcomb <JTitcomb@loxahatcheegrovesfl.gov>
Cc: William Waters <wwaters@lakeworthbeachfl.gov>; Mark Stivers <mstivers@lakeworthbeachfl.gov>; Juan Ruiz <jruiz@lakeworthbeachfl.gov>
Subject: RE: CAP Government Services Contract

Hello Jamie,

Thanks for reaching out. I do not know of any reason we would not allow such an activity therefore please proceed. If you have any questions or concerns about the contract, performance of the vendor and/or general operational concerns, please contact the staff copied here.

Good luck and let me know if there is anything we can do to assist you and your team.

Michael Bornstein
City Manager | City Manager's Office



City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1689
mbornstein@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov

City Operating Hours

Monday – Friday 8:00 am – 5:00 pm

“We are LAKE WORTH BEACH. A hometown City that is committed to delivering the highest level of customer service through a commitment to integrity, hard work and a friendly attitude. We strive to exceed the expectations of our citizens, our businesses, our elected officials and our fellow employees.”



CITY OF LAKE WORTH BEACH E-MAIL DISCLAIMER:

From: James Titcomb <JTitcomb@loxahatcheegrovesfl.gov>
Sent: Wednesday, August 14, 2019 10:13 AM
To: Michael Bornstein <mbornstein@lakeworthbeachfl.gov>
Subject: CAP Government Services Contract

Caution: The email originated from outside the City of Lake Worth Beach email system. Before clicking links, verify the link's real address by hovering over the link with your mouse. Do not open attachments from unknown or unverified sources.

Good morning Michael;

We are looking to "piggyback" on your CAP Government Services contract to utilize Code Enforcement and related services defined in the City of Lake Worth Beach awarded contract. The Town of Loxahatchee Groves codes require us to confirm permission from the originating contract entity and contractor that it is okay to utilize the awarded bid/contract prior to adopting it in our town. Please let me know if you have any issues or concerns, I'm attaching a copy of said contract for your reference.

Thank you!
Jamie

James Titcomb, Town Manager
Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
Main: (561) 793-2418 • Cel: (561) 267-6133
jtitcomb@loxahatcheegrovesfl.gov



DISCLAIMER: This communication may be confidential or legally privileged. If you are not the intended recipient, please do not read or disclose to others; please notify the sender by reply mail, and; please delete this communication from your system. Failure to follow this process may be unlawful. Thank you for your cooperation.

RESPONSE: Due to the large number of emails, email filters, correspondence, calls and voicemails received by this office, not every message can be acknowledged or processed within the same time frame. Please follow up with Town offices during regular business hours if you do not receive timely response, to confirm a meeting time, or for return correspondence confirmation.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Loxahatchee Groves officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Loxahatchee Groves. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you.



CITY CLERK'S OFFICE

561.586.1662

October 18, 2018

C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

RE: Professional Services Agreement

Dear Sir/Madam:

Attached is The Professional Services Agreement executed by the Mayor for the City of Lake Worth.

If you have any questions, please feel free to contact me at (561) 586-1659.

Sincerely,

Deborah M. Andrea
City Clerk

enclosure

PROFESSIONAL SERVICES AGREEMENT
Building Inspection, Plan Review, Code Enforcement Inspections and Building Official Services
Community Sustainability Department

THIS AGREEMENT ("Agreement") is entered into by and between the **CITY OF LAKE WORTH**, a Florida municipal corporation ("City"), with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **C.A.P Government, Inc.**, a Florida corporation ("Consultant"), with its office located at 343 Almeria Avenue, Coral Gables, FL 33134.

RECITALS

WHEREAS, the City issued Request for Proposal # 18-217 for building inspections, plan review, code inspections and building official services; and

WHEREAS, the Consultant submitted a proposal to provide the City with building inspections, plan review, code inspections and building official services; and

WHEREAS, the CITY is in need of building inspections, plan review, code inspections and building official services for the period of October 1, 2018 to September 30, 2021; and

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the CITY with building inspections, plan review, code inspections and building official services for the required period; and

WHEREAS, the Consultant is hereby engaged by the City to perform code inspections with the requirements and terms and conditions of RFP 18-217 specifically including the grant requirements in the Agreement between the City and Palm Beach County (hereinafter the "RFP"), which is incorporated herein by reference); and

WHEREAS, the Consultant acknowledges that the compensation for code compliance inspections may be paid with Community Development Block Grant funding ("Grant Funding"); and

WHEREAS, the City desires to accept the Consultant's proposal and enter a non-exclusive contract with the Consultant; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

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

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the scope of services attached as **Exhibit "A"**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors,

representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for three (3) years commencing October 1, 2018 and ending September 30, 2021. This Agreement may be extended by written amendment signed by both parties for one (1) additional year.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

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

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the cost associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify the Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever, however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

- a. Payments. The City agrees to compensate the Consultant in accordance with the schedule of prices set forth in the Consultant's proposal, included herein as **Exhibit "B"**, and as set forth below:
- b. **The total amount paid to the Consultant by Grant Funding under this Agreement shall not exceed Two Hundred Ninety-One Thousand, Seven Hundred Eight Dollars (\$291,708) per fiscal year for Code Compliance Inspections and the total City funding to be paid under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000) for building inspections, plan reviews and building official services.**

- c. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A" or Exhibit "B"**.
- d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Attn: Lori Milano
Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Florida, 33461

With a copy to:

City of Lake Worth
Finance Department
7 N. Dixie Highway
Lake Worth, FL 33460

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes nor shall the City indemnify the Consultant.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement,

the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional Liability Insurance	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

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

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth
Attn: City Manager
7 North Dixie Highway
Lake Worth, FL 33460

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

C.A.P. Government, Inc.
Attn: Carlos A. Penin, PE
343 Almeria Avenue,
Coral Gables, FL 33134

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement, the RFP, Exhibit "A" and Exhibit "B". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the

RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

CITY OF LAKE WORTH, FLORIDA

Date: Oct. 16, 2018

Pam Triolo
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea
Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia *for*
Glen J. Torcivia, City Attorney



C.A.P. GOVERNMENT, INC.

By: *Carlos A. Penin*

Print Name: Carlos A. Penin

Title: President

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 11 day of October 2018, by Carlos A. Penin, as President of C.A.P. Government, Inc. and who is personally known to me or who has produced the following Driver's license as identification.



[Signature]
Notary Public

EXHIBIT "A"
Scope of Services

The Department for Community Sustainability, Building Division of the City of Lake Worth is requesting proposals for professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. All of the persons are to be certified professionals and would need to hold a current, active license issued by the State of Florida for the discipline in which they will be providing services.

- 1) Inspections: All inspectors shall be familiar with inspections in historic districts and also inspection requirements for structures and properties that are located within a regulated flood plain. Inspectors must have their own transportation and necessary safety equipment.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the Building Official.
 - ii. Results must be provided to the city before 5pm the day they are performed; so the results can be entered in the computer system.
 - iii. The number and type of inspections together with the inspection sheets will be provided to contractor after 4PM the day prior to the scheduled date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection that shall include at a minimum whether the inspection will be in the morning or afternoon on said day.
 - v. Return phone calls and emails from permit holders in reference to code and inspection concerns must be made within 24 hours of receipt.
 - vi. Perform consistent code compliant inspections to determine that construction complies with approved plans and applicable codes and ordinances.
 - vii. Be available by cell phone or email.
- 2) Plan Review: Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans may be reviewed off site with pickup and delivery by the provider. Sign out and in policies of plans must be strictly followed to ensure that plans are not lost or misplaced. Plan reviews must be complete and done in a timely manner. Be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.
- 3) Code Enforcement Services: Inspections for deficient property standards.
 - a. Requirements and Details:
 - i. Inspections that reflect least favorable and poorest conditions (worst first conditions)
 - ii. Inspections in Community Development Block Grant (CDBG) target area
 - iii. Enforcement of Municipal Code
 - iv. Enforcement of remedial services which includes lot clearing, boarding of buildings and demolition of structures
 - v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
 - vi. Respond to and investigate code violations

- vii. Post violation notices and provide initial citizen notifications and follow-up inspections
- viii. Provide monthly written reports that include digital photos of violations and action taken
- ix. Prepare cases for court appearances, provide presentations and attend meetings as needed

Certain code enforcement services will be in support of increased code compliance activity within the designated Lake Worth CDBG target area and will utilize CDBG funding. Accordingly, certain federal requirements will be applicable in these instances.

- 4) Building Official: Building Official services would be on an as needed basis as required by the Department.

The quotes need to have the following information:

- 1) Hourly rate for each of the three above listed services.
- 2) Statement of how travel time is addressed and how it will be charged.
- 3) Fee schedule: Minimum fees for services.

The following information will be required prior to a firm being accepted for this contract:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of professional liability insurance policy.
- 3) Copy of automobile liability insurance for vehicles being used.
- 4) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 5) Contact information for the inspectors for Building Department office personnel use only.
- 6) Inspectors need to have some type of uniform identifying the company they are working of and their name.

Exhibit B

**RFP 18-217/ Building Department Inspections, Plan Review, Code Enforcement
Inspections and Building Official Services**

Fee Schedule

Description	Rate
Inspector hourly rate with any travel time or minimums:	<u>75.00</u> /per hr.
Plan review hourly rate with any travel time or minimums:	<u>80.00</u> / per hr.
Building official hourly rate with any minimums or travel times:	<u>90.00</u> / per hr.

All Hourly Rates shown above include travel times, however, we will charge a two (2) Hour Minimum.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Council Members
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
SUBJECT: Fiscal Year 2019-2020 Budget Workshop Discussion

Background:

This meeting will be our third budget discussion and will form the basis to advertise our FY 2019-2020 Budget for the first and second budget public hearings scheduled for September 5th and September 19th.

At the July 9th meeting, Council set the TRIM rates as follows:

Ad Valorem Millage	3 mills
Non-Ad Valorem Assessments:	
Roads & Drainage	\$200 per unit
OGEM Debt	Rates based on debt service schedule
Solid Waste	\$450 per unit

At the July 23rd meeting, Council and staff discussed the budget overview and went through the significant issues to be addressed in preparing the FY 2019-2020 Budget which include the following decision points for continued discussion at this meeting. For instance,

Roads & Drainage	Priorities, approach and funding for road maintenance. <i>Current budget funding level is same as in prior year.</i>
Capital & Funding Mechanisms	Current & long-term approach as well as: • Items to include in current year • Use of Surtax Funds <i>Current budget funding only includes 1 of 3 culvert replacements required</i>
OGEM Debt	Use funds held in bank loan required resurfacing account for resurfacing or to reduce loan
Organization model/level of service	Current budget is balanced with existing employees plus an “equivalency” to the management contract for staffing & services previously provided by USMG

The proposed budget for FY 2019-2020 is balanced based on current year activities and equivalencies of funding levels. It does not yet include prioritized projects or specific levels of service.

Attached are the following documents excerpted from the budget presentation made at the July 23rd meeting:

- Total Budget Summary All Funds (in format required by State for advertising)
- Statements of Revenues & Expenditures for each individual fund
- Detail of revenues & expenditures for each individual fund

Recommendations:

Discussion and direction on operating and capital budgets.



TOTAL BUDGET SUMMARY

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



BUDGET SUMMARY

TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2019 - 2020

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ARE ____% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
Taxes: Millage Per \$1,000							
Ad Valorem Taxes: 3.0 MILLS	\$962,233						\$962,233
Assessments per Unit							\$0
Roads & Drainage: \$200 per unit				\$1,793,165			\$1,793,165
Solid Waste: \$450 per unit						\$577,000	\$577,000
Licenses & Permits	\$85,000						\$85,000
Utility Taxes	\$387,000						\$387,000
Franchise Fees	\$309,500						\$309,500
Charges For Services	\$46,500						\$46,500
Intergovernmental Rev	\$354,500	\$410,000	\$260,000			\$2,500	\$1,027,000
Fines & Forfeitures	\$16,000						\$16,000
Investment Income	\$5,000			\$5,700		\$500	\$11,200
Miscellaneous Revenues	\$20,000			\$2,000			\$22,000
TOTAL SOURCES	\$2,185,733	\$410,000	\$260,000	\$1,800,865	\$0	\$580,000	\$5,236,598
Transfers In				\$200,000	\$290,683		\$490,683
Fund Balances/Reserves/Net Assets					\$100,000		\$100,000
TOTAL REVENUE, TRANSFERS & BALANCES	\$2,185,733	\$410,000	\$260,000	\$2,000,865	\$390,683	\$580,000	\$5,827,281
ESTIMATED EXPENDITURES							
General Government	\$1,064,050						\$1,064,050
Public Safety							
Law Enforcement	\$624,000						\$624,000
PZB & Code	\$283,000						\$283,000
Physical Environment							\$0
Public Works		\$10,000		\$1,616,365			\$1,626,365
Solid Waste Services						\$555,000	\$555,000
Other Physical Environment							\$0
Non-departmental	\$124,000			\$78,500		\$8,250	\$210,750
Capital Outlay					\$390,683		\$390,683
Debt Service				\$306,000			\$306,000
Contingency						\$16,750	\$16,750
TOTAL EXPENDITURES	\$2,095,050	\$10,000	\$0	\$2,000,865	\$390,683	\$580,000	\$5,076,598
Non-Expenditures/Other Uses							\$0
Transfers Out	\$90,683	\$400,000					\$490,683
Fund Balances/Reserves/Net Assets			\$260,000				\$260,000
TOTAL APPROPRIATED EXPENDITURES	\$2,185,733	\$410,000	\$260,000	\$2,000,865	\$390,683	\$580,000	\$5,827,281
TRANSFERS, RESERVES & BALANCES							
THE TENTATIVE,ADOPTED,AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD							

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES

GENERAL FUND 001

Department Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19		User Notes
<i>FY Millage Rate Applied</i>	<i>1.4718 mills</i>	<i>1.4718 mills</i>	<i>2.5 mills</i>	<i>3 mills</i>	<i>3 mills</i>	<i>various</i>	<i>3 Mills</i>	\$	%	
Revenue										
Taxes & Assessments	\$ 1,349,233.00	\$ 1,349,233.00	\$ 1,001,484.65	\$ 1,287,512.00	\$ 1,320,493.19	\$ 922,917.36	\$ 1,349,233.00	\$ 61,721.00	4.79%	
Licenses & Permits	\$ 9,748.59	\$ 23,523.98	\$ 60,465.24	\$ 51,000.00	\$ 83,776.99	\$ 36,184.45	\$ 85,000.00	\$ 34,000.00	66.67%	
Franchise Fees	\$ 335,922.42	\$ 262,180.88	\$ 258,316.71	\$ 362,780.00	\$ 283,702.09	\$ 304,800.00	\$ 309,500.00	\$ (53,280.00)	-14.69%	
Charges For Services	\$ 159,686.07	\$ 64,562.02	\$ 47,146.97	\$ 39,500.00	\$ 49,906.63	\$ 77,723.77	\$ 46,500.00	\$ (156,000.00)	-394.94%	
Intergovernmental	\$ 332,963.14	\$ 333,786.45	\$ 349,459.54	\$ 350,434.00	\$ 334,861.24	\$ 341,660.78	\$ 354,500.00	\$ 4,066.00	1.16%	
Fines & Forfeitures	\$ 11,350.71	\$ 22,568.50	\$ 9,241.90	\$ 22,400.00	\$ 31,130.67	\$ 16,390.28	\$ 16,000.00	\$ (6,400.00)	-28.57%	
Investment Income	\$ 39.02	\$ 811.60	\$ 1,105.74	\$ 1,200.00	\$ 24,137.00	\$ 789.09	\$ 5,000.00	\$ 3,800.00	316.67%	
Miscellaneous Revenues	\$ 397.05	\$ 12,824.31	\$ 31,012.66	\$ 8,426.00	\$ 34,494.82	\$ 13,165.01	\$ 20,000.00	\$ 11,574.00	137.36%	
(Outside) Revenues Sub-Totals	\$ 2,199,340.00	\$ 2,069,490.74	\$ 1,758,233.41	\$ 2,123,252.00	\$ 2,162,502.62	\$ 1,713,630.73	\$ 2,185,733.00	\$ (100,519.00)	-4.73%	
Non-Revenues/Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Roads & Drainage	\$ -	\$ -	\$ -	\$ 156,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Total Revenue	\$ 2,199,340.00	\$ 2,069,490.74	\$ 1,758,233.41	\$ 2,279,252.00	\$ 2,162,502.62	\$ 1,713,630.73	\$ 2,185,733.00	\$ (100,519.00)	-4.41%	
Expenditures										
General Government										
Council	\$ 63,076.53	\$ 84,877.34	\$ 58,564.63	\$ 100,650.00	\$ 79,795.68	\$ 76,792.13	\$ 102,950.00	\$ 2,300.00	2.29%	
Town Manager	\$ 318,208.44	\$ 328,238.24	\$ 345,238.31	\$ 536,219.00	\$ 591,224.67	\$ 590,001.05	\$ 610,000.00	\$ 73,781.00	13.76%	
Financial Services	\$ 29,421.82	\$ 31,704.76	\$ 37,720.78	\$ 48,170.00	\$ 87,500.00	\$ 36,754.34	\$ 90,600.00	\$ 42,430.00	88.08%	
Legal Services	\$ 98,382.76	\$ 112,042.95	\$ 78,370.62	\$ 120,000.00	\$ 140,000.00	\$ 102,199.08	\$ 125,000.00	\$ 5,000.00	4.17%	
Communications & Technology	\$ 9,632.25	\$ 56,185.23	\$ 24,243.22	\$ 70,310.00	\$ 92,626.00	\$ 40,092.68	\$ 131,000.00	\$ 60,690.00	86.32%	
Boards & Committees	\$ 37.13	\$ 120.54	\$ 4,561.00	\$ 2,000.00	\$ 4,207.94	\$ 1,679.67	\$ 4,500.00	\$ 2,500.00		
Public Safety										
P2B	\$ 280,821.64	\$ 172,411.78	\$ 212,979.39	\$ 205,924.00	\$ 216,876.37	\$ 218,034.20	\$ 165,000.00	\$ (40,924.00)	-19.87%	
Code Enforcement	\$ 48,157.35	\$ 110,936.15	\$ 129,383.55	\$ 140,380.00	\$ 116,711.20	\$ 107,214.26	\$ 118,000.00	\$ (22,380.00)	-15.94%	
Law Enforcement	\$ 288,746.04	\$ 294,621.00	\$ 610,000.00	\$ 624,000.00	\$ 624,000.00	\$ 454,341.76	\$ 624,000.00	\$ -	0.00%	
Physical Environment										
Non-departmental	\$ 54,173.98	\$ 77,467.27	\$ 87,798.62	\$ 114,420.00	\$ 155,964.86	\$ 83,464.97	\$ 124,000.00	\$ 9,580.00	8.37%	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Capital Outlay	\$ 10,144.50	\$ -	\$ -	\$ -	\$ -	\$ 2,536.13	\$ -	\$ -		
Non-Expenditures/Other Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Fund Balance	\$ -	\$ -	\$ -	\$ 317,179.00	\$ -	\$ 79,294.75	\$ -	\$ -		
Transportation	\$ 57,099.00	\$ -	\$ -	\$ -	\$ -	\$ 14,274.75	\$ -	\$ -	#DIV/0!	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Roads & Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Capital	\$ 311,664.00	\$ -	\$ -	\$ -	\$ -	\$ 77,916.00	\$ 90,683.00	\$ 90,683.00		
Solid Waste	\$ 94,497.47	\$ 92,546.53	\$ -	\$ -	\$ -	\$ 46,761.00	\$ -	\$ -	#DIV/0!	
Total Expenses	\$ 1,664,062.91	\$ 1,361,151.79	\$ 1,588,860.12	\$ 2,279,252.00	\$ 2,108,906.72	\$ 1,931,356.76	\$ 2,185,733.00	\$ (93,519.00)	-4.10%	
Revenue Over Expenditure	\$ 535,277.09	\$ 708,338.95	\$ 169,373.29	\$ -	\$ 53,595.90	\$ (217,726.03)	\$ -	\$ (7,000.00)	#DIV/0!	
Audited Change in Net Reserves/Assets Position										

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES

TRANSPORTATION FUND 101

Department Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2019 Proposed	Change FY 20 v FY 19 \$ %	User Notes
Revenue									
Intergovernmental	\$ 389,337.16	\$ 407,223.00	\$ 398,739.77	\$ 413,662.00	\$ 416,052.00	\$ 402,240.48	\$ 410,000.00	\$ (3,662.00) 25%	
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 0%	
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
(Outside) Revenues Sub-Totals	\$ 389,337.16	\$ 407,223.00	\$ 398,739.77	\$ 413,662.00	\$ 416,052.00	\$ 402,240.48	\$ 410,000.00	\$ (3,662.00) 25%	
								\$ 398,739.77 \$ 413,662.00 \$ 416,052.00	
Non-Revenues/Other Sources	\$ -	\$ -	\$ -	\$ 4,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ (4,000,000.00) -100.00%	
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
General	\$ 57,099.00	\$ -	\$ -	\$ -	\$ -	\$ 14,274.75	\$ -	\$ - #DIV/0!	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Roads & Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Total Revenue	\$ 446,436.16	\$ 407,223.00	\$ 398,739.77	\$ 4,413,662.00	\$ 416,052.00	\$ 1,416,515.23	\$ 410,000.00	\$ (4,003,662.00) -90.71%	
Expenditures									
Physical Environment									
Public Works	\$ 768,167.24	\$ 428,501.35	\$ 352,967.89	\$ -	\$ 31,054.67	\$ 387,409.12	\$ 10,000.00	\$ 10,000.00 #DIV/0!	
Capital Outlay	\$ -	\$ 11,225.00	\$ -	\$ -	\$ -	\$ 2,806.25	\$ -	\$ - #DIV/0!	
Debt Service	\$ -	\$ -	\$ 2,437.98	\$ 613,662.00	\$ -	\$ 154,025.00	\$ -	\$ -	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 0.00%	
Non-Expenditures/Other Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Roads & Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ - #DIV/0!	
Capital	\$ 9,874.86	\$ -	\$ -	\$ 3,800,000.00	\$ -	\$ 952,468.72	\$ 200,000.00	\$ - 0.00%	
Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Total Expenses	\$ 778,042.10	\$ 439,726.35	\$ 355,405.87	\$ 4,413,662.00	\$ 31,054.67	\$ 1,496,709.08	\$ 410,000.00	\$ 10,000.00 0.23%	
								\$ 355,405.87 \$ 4,413,662.00 \$ 31,054.67	
Revenue Over Expenditure	\$ (331,605.94)	\$ (32,503.35)	\$ 43,333.90	\$ -	\$ 384,997.33	\$ (80,193.85)	\$ -	\$ (4,013,662.00) #DIV/0!	
Audited Change in Net Reserves/Assets Position									

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES

SURTAX FUND 103

Department Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2019 Proposed	Change FY 20 v FY 19		User Notes
								\$	%	
Revenue										
Intergovernmental	\$ -	\$ 160,445.91	\$ 234,416.95	\$ 255,718.00	\$ 252,000.00	\$ 162,645.22	\$ 260,000.00	\$ 4,282.00	1.67%	
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
(Outside) Revenues Sub-Totals	\$ -	\$ 160,445.91	\$ 234,416.95	\$ 255,718.00	\$ 252,000.00	\$ 162,645.22	\$ 260,000.00	\$ 4,282.00	#DIV/0!	
								\$		\$ 234,416.95 \$ 255,718.00 \$ 252,000.00
Non-Revenues/Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Interfund Transfers										
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Solid Waste										
Total Revenue	\$ -	\$ 160,445.91	\$ 234,416.95	\$ 255,718.00	\$ 252,000.00	\$ 162,645.22	\$ 260,000.00	\$ 4,282.00	1.67%	
Expenditures										
Physical Environment										
Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Capital Outlay	\$ -	\$ -	\$ -	\$ 255,718.00	\$ -	\$ 63,929.50	\$ -	\$ -	0.00%	
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Non-Expenditures/Other Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Interfund Transfers										
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,000.00	\$ 260,000.00	#DIV/0!	
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Solid Waste										
Total Expenses	\$ -	\$ -	\$ -	\$ 255,718.00	\$ -	\$ 63,929.50	\$ 260,000.00	\$ 260,000.00	101.67%	
								\$		\$ - \$ 255,718.00 \$ -
Revenue Over Expenditure	\$ -	\$ 160,445.91	\$ 234,416.95	\$ -	\$ 252,000.00	\$ 98,715.72	\$ -	\$ (255,718.00)	#DIV/0!	
Audited Change in Net Reserves/Assets Position										

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES

ROADS & DRAINAGE FUND 105

Department Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2019 Proposed	Change FY 20 v FY 19		User Notes
								\$	%	
<i>Assessment Rates Applied</i>										
Revenue										
Taxes & Assessments	\$ -	\$ 1,407,919.54	\$ 1,426,392.71	\$ 1,800,439.00	\$ 1,759,584.33	\$ 1,158,687.81	\$ 1,793,165.00	\$ (7,274.00)	-0.40%	
Investment Income	\$ -	\$ 2,004.91	\$ 4,547.84	\$ -	\$ 5,679.02	\$ 1,638.19	\$ 5,700.00	\$ 5,700.00		
Miscellaneous Revenues	\$ -	\$ 1,705.82	\$ 91,861.98	\$ -	\$ 2,111.52	\$ 23,391.95	\$ 2,000.00	\$ 2,000.00		
(Outside) Revenues Sub-Totals	\$ -	\$ 1,411,630.27	\$ 1,522,802.53	\$ 1,800,439.00	\$ 1,767,374.87	\$ 1,183,717.95	\$ 1,800,865.00	\$ 426.00	0.02%	
Non-Revenues/Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,522,802.53 \$ 1,800,439.00 \$ 1,767,374.87
Interfund Transfers										
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -		
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Revenue	\$ -	\$ 1,411,630.27	\$ 1,522,802.53	\$ 1,800,439.00	\$ 1,767,374.87	\$ 1,183,717.95	\$ 2,000,865.00	\$ 426.00	0.02%	
Expenditures										
Physical Environment										
Public Works	\$ -	\$ 952,523.54	\$ 1,038,542.06	\$ 1,262,475.00	\$ 1,103,080.87	\$ 813,385.15	\$ 1,608,365.00	\$ 345,890.00	27.40%	
Communications & Technology	\$ -	\$ 8,561.37	\$ 14,987.39	\$ 3,500.00	\$ 11,311.85	\$ 6,762.19	\$ 8,000.00	\$ 4,500.00	128.57%	
Non-departmental	\$ -	\$ 91,952.02	\$ 102,900.69	\$ 228,950.00	\$ 13,174.82	\$ 105,950.68	\$ 78,500.00	\$ (150,450.00)	-65.71%	
Capital Outlay	\$ -	\$ -	\$ 27,000.00	\$ -	\$ -	\$ 6,750.00	\$ -	\$ -		
Debt Service	\$ -	\$ 406,246.07	\$ 21,184.17	\$ 305,514.00	\$ 305,514.00	\$ 183,236.06	\$ 306,000.00	\$ 486.00	0.16%	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Interfund Transfers										
Fund Balance	\$ -	\$ -	\$ 43,024.84	\$ -	\$ -	\$ 10,756.21	\$ -	\$ -		
General										
Transportation										
Surtax										
Capital										
Solid Waste										
Total Expenses	\$ -	\$ 1,459,283.00	\$ 1,247,639.15	\$ 1,800,439.00	\$ 1,433,081.54	\$ 1,126,840.29	\$ 2,000,865.00	\$ 200,426.00	11.13%	\$ 1,247,639.15 \$ 1,800,439.00 \$ 1,433,081.54
Revenue Over Expenditure	\$ -	\$ (47,652.73)	\$ 275,163.38	\$ -	\$ 334,293.33	\$ 56,877.66	\$ -	\$ -		
Audited Change in Net Reserves/Assets Position										

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES

CAPITAL PROJECTS FUND 305

Department Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2019 Proposed	Change FY 20 v FY 19		User Notes
								\$	%	
<i>Assessment Rates Applied</i>										
Revenue										
Contributions	\$ 926,941.84	\$ 251,454.00	\$ -	\$ -	\$ -	\$ 294,598.96	\$ -	\$ -		#DIV/0!
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
(Outside) Revenues Sub-Totals	\$ 926,941.84	\$ 251,454.00	\$ -	\$ -	\$ -	\$ 294,598.96	\$ -	\$ -		#DIV/0!
Non-Revenues/Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Interfund Transfers										#DIV/0!
Fund Balance	\$ -	\$ -	\$ -	\$ 220,000.00	\$ -	\$ 55,000.00	\$ 100,000.00	\$ (120,000.00)	-54.55%	
General	\$ 311,664.00	\$ -	\$ -	\$ -	\$ -	\$ 77,916.00	\$ 90,683.00	\$ 90,683.00		#DIV/0!
Transportation	\$ 9,874.86	\$ -	\$ -	\$ 3,800,000.00	\$ -	\$ 952,468.72	\$ 200,000.00	\$ (3,600,000.00)	-94.74%	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Roads & Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Total Revenue	\$ 1,248,480.70	\$ 251,454.00	\$ -	\$ 4,020,000.00	\$ -	\$ 1,379,983.68	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	
Expenditures										
Capital Outlay	\$ 1,181,821.38	\$ 507,438.40	\$ 298,230.70	\$ 4,020,000.00	\$ 367,000.14	\$ 1,501,872.62	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	
Contingency										#DIV/0!
Interfund Transfers										
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Roads & Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		#DIV/0!
Total Expenses	\$ 1,181,821.38	\$ 507,438.40	\$ 298,230.70	\$ 4,020,000.00	\$ 367,000.14	\$ 1,501,872.62	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	\$ 298,230.70 \$ 4,020,000.00 \$ 367,000.14
Revenue Over Expenditure	\$ 66,659.32	\$ (255,984.40)	\$ (298,230.70)	\$ -	\$ (367,000.14)	\$ (121,888.95)	\$ -	\$ -		#DIV/0!
Audited Change in Net Reserves/Assets Position										

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES

SOLID WASTE FUND 405

Department Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2019 Proposed	Change FY 20 v FY 19 \$ %	User Notes
<i>Assessment Rates Applied</i>									
Revenue									
Taxes & Assessments	\$ 337,158.44	\$ 352,366.73	\$ 363,184.39	\$ 614,745.00	\$ 697,394.73	\$ 416,863.64	\$ 577,000.00	\$ (37,745.00)	
Intergovernmental	\$ 1,811.98	\$ 59,497.07	\$ 1,322.38	\$ 5,000.00	\$ 104,943.61	\$ 16,907.86	\$ 2,500.00	\$ (2,500.00)	100%
Investment Income	\$ 649.92	\$ 322.15	\$ 363.05	\$ 100.00	\$ 676.03	\$ 358.78	\$ 500.00	\$ 400.00	0%
Miscellaneous Revenues									0%
(Outside) Revenues Sub-Totals	\$ 339,620.34	\$ 412,185.95	\$ 364,869.82	\$ 619,845.00	\$ 803,014.37	\$ 434,130.28	\$ 580,000.00	\$ (39,845.00)	100%
Non-Revenues/Other Sources									#DIV/0!
Interfund Transfers									#DIV/0!
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
General	\$ 94,497.47	\$ 12,859.53	\$ -	\$ -	\$ -	\$ 26,839.25	\$ -	\$ -	#DIV/0!
Transportation									#DIV/0!
Surtax									#DIV/0!
Roads & Drainage									#DIV/0!
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenue	\$ 434,117.81	\$ 425,045.48	\$ 364,869.82	\$ 619,845.00	\$ 803,014.37	\$ 460,969.53	\$ 580,000.00	\$ (39,845.00)	-6.43%
Expenditures									
Physical Environment									
Solid Waste Collection	\$ 428,788.00	\$ 548,824.62	\$ 766,569.23	\$ 539,635.00	\$ 549,534.95	\$ 570,954.21	\$ 555,000.00	\$ 15,365.00	2.85%
Non-departmental	\$ 6,826.70	\$ 4,440.47	\$ 4,294.16	\$ 63,259.00	\$ 8,255.00	\$ 19,705.08	\$ 8,250.00	\$ (55,009.00)	-86.96%
Capital Outlay									
Debt Service									
Contingency	\$ -	\$ -	\$ -	\$ 16,951.00	\$ -	\$ 4,237.75	\$ 16,750.00	\$ (201.00)	-1.19%
Interfund Transfers									
Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Surtax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Roads & Drainage									
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenses	\$ 435,614.70	\$ 553,265.09	\$ 770,863.39	\$ 619,845.00	\$ 557,789.95	\$ 594,897.05	\$ 580,000.00	\$ (39,845.00)	-6.43%
Revenue Over Expenditure	\$ (1,496.89)	\$ (128,219.61)	\$ (405,993.57)	\$ -	\$ 245,224.42	\$ (133,927.52)	\$ -	\$ -	
Audited Change in Net Reserves/Assets Position									

Rev	\$ 4,279,062.48	\$ 5,212,916.00	\$ 5,400,943.86
exp	\$ 5,368,916.00	\$ 4,758,002.64	\$ (8,020,000.00)



GENERAL FUND

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions		FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19		Notes	
									\$	%		
GENERAL FUND												
		1.4718 mills	1.4718 mills	2.5 mills	3 mills	3 mills	various	3 mills	Modeling 3 mills at 95% collection on FY19 PBC Property Appraiser Valuation certified at \$ 337,000,000 for operational budgeting; increase of 7.8% from FY18 final VAB Adjusted Valuation of \$313,000,000.			
REVENUES												
Taxes												
001-01-31-311-31000	Ad Valorem Taxes	\$ 315,453.86	\$ 361,816.26	\$ 612,843.82	\$ 907,718.00	\$ 919,096.46	\$ 549,457.99	\$ 962,233.00	\$ 54,515.00	6.01%		
001-01-31-314-31410	Electric Utility Tax	\$ 263,868.08	\$ 280,438.41	\$ 288,813.29	\$ 280,000.00	\$ 278,096.00	\$ 278,279.95	\$ 280,000.00	\$ -	0.00%		
001-01-31-314-31440	Gas Utility Tax Metered		\$ 275.50	\$ 1,601.17	\$ 2,000.00	\$ 2,816.39	\$ 969.17	\$ 3,000.00	\$ 1,000.00	50.00%		
001-01-31-314-31480	Utility Service Tax- Propane		\$ 1,952.08	\$ 4,584.30	\$ 4,000.00	\$ 3,270.52	\$ 2,634.10	\$ 4,000.00	\$ -	0.00%		
001-01-31-315-31500	Communication Services	\$ 89,353.00	\$ 89,515.58	\$ 93,642.07	\$ 93,794.00	\$ 117,213.83	\$ 91,576.16	\$ 100,000.00	\$ 6,206.00	6.62%		
Sub Totals		\$ 1,349,233.00	\$ 1,349,233.00	\$ 1,001,484.65	\$ 1,287,512.00	\$ 1,320,493.19	\$ 922,917.36	\$ 1,349,233.00	\$ 61,721.00	4.79%		
Licenses & Permits												
001-01-31-316-31600	Local Business Tax	\$ 9,748.59	\$ 5,340.98	\$ 35,203.89	\$ 35,000.00	\$ 41,771.92	\$ 21,323.37	\$ 40,000.00	\$ 5,000.00	14.29%		
001-01-32-329-32900	Building Permits		\$ 18,183.00	\$ 25,261.35	\$ 16,000.00	\$ 42,005.07	\$ 14,861.09	\$ 45,000.00	\$ 29,000.00	181.25%		
Sub Totals		\$ 9,748.59	\$ 23,523.98	\$ 60,465.24	\$ 51,000.00	\$ 83,776.99	\$ 36,184.45	\$ 85,000.00	\$ 34,000.00	66.67%		
Franchise Fees												
001-01-32-323-32310	FPL Franchise Fee	\$211,347.27	\$236,036.72	\$ 234,038.46	\$ 229,280.00	\$ 225,180.25	\$ 227,675.61	\$ 250,000.00	\$ 20,720.00	9.04%		
001-01-32-323-32330	PBC Water Utility Franchise	\$ 124,575.15	\$ 24,935.70	\$ 15,887.08	\$ 19,000.00	\$ 17,067.93	\$ 46,099.48	\$ 19,000.00	\$ -	0.00%		
001-01-32-323-32360	PBC Sewer Utility Franchise		\$ 1,208.46	\$ 5,914.55	\$ 7,000.00	\$ 4,626.48	\$ 3,530.75	\$ 7,000.00	\$ -	0.00%		
001-01-32-323-32370	Solid Waste Franchise				\$ 106,000.00	\$ 32,409.16	\$ 26,500.00	\$ 30,000.00	\$ (76,000.00)	-71.70%		
001-01-32-323-32390	Hauler's Franchise Fee			\$ 2,476.62	\$ 1,500.00	\$ 4,418.27	\$ 994.16	\$ 3,500.00	\$ 2,000.00	133.33%		
Sub Totals		\$335,922.42	\$ 262,180.88	\$ 258,316.71	\$ 362,780.00	\$ 283,702.09	\$ 304,800.00	\$ 309,500.00	\$ (53,280.00)	-14.69%		
Charges for Services												
001-01-34-341-34190	Cost Recovery Fees	\$ 152,804.07	\$ 51,340.19	\$ 42,538.80	\$ 35,000.00	\$ 15,711.95	\$ 70,420.77	\$ 40,000.00	\$ 5,000.00	14.29%		
001-01-32-323-31900	Other Gen Govt Charges and Fees	\$ 1,015.00	\$ 3,521.62	\$ 103.00	\$ 1,000.00	\$ 625.00	\$ 1,409.91	\$ 1,500.00	\$ 500.00	50.00%		
001-01-34-341-34000	General Government Charges	\$ 5,867.00	\$ 9,700.21	\$ 4,505.17	\$ 3,500.00	\$ 33,569.68	\$ 5,893.10	\$ 5,000.00	\$ 1,500.00	42.86%		
Sub Totals		\$ 159,686.07	\$ 64,562.02	\$ 47,146.97	\$ 39,500.00	\$ 49,906.63	\$ 77,723.77	\$ 46,500.00	\$ (156,000.00)	-394.94%		
Intergovernmental												
001-01-33-335-35120	Municipal Revenue Sharing	\$ 80,166.01	\$ 80,941.71	\$ 80,322.91	\$ 79,678.00	\$ 74,905.69	\$ 80,277.16	\$ 80,000.00	\$ 322.00	0.40%		
001-01-33-335-35140	Mobile Home License Tax						\$ -	\$ -	\$ -			
001-01-33-335-35150	Alcoholic Beverage License Tax			\$ 4,345.53	\$ 1,600.00	\$ 897.31	\$ 1,486.38	\$ 4,500.00	\$ 2,900.00	181.25%		
001-01-33-335-35180	Half Cent Sales Tax	\$ 252,797.13	\$ 252,844.74	\$ 264,791.10	\$ 269,156.00	\$ 259,058.24	\$ 259,897.24	\$ 270,000.00	\$ 844.00	0.31%		
Sub Totals		\$ 332,963.14	\$ 333,786.45	\$ 349,459.54	\$ 350,434.00	\$ 334,861.24	\$ 341,660.78	\$ 354,500.00	\$ 4,066.00	1.16%		
Fines & Forefeitures												
001-01-35-351-35150	Court Fines			\$ 3,927.96	\$ 2,400.00	\$ 4,880.67	\$ 1,581.99	\$ 10,000.00	\$ 7,600.00	316.67%		
001-01-35-354-35400	Code Enforcement Fines	\$ 11,350.71	\$ 22,568.50	\$ 5,313.94	\$ 20,000.00	\$ 26,250.00	\$ 14,808.29	\$ 6,000.00	\$ (14,000.00)	-70.00%		
Sub Totals		\$ 11,350.71	\$ 22,568.50	\$ 9,241.90	\$ 22,400.00	\$ 31,130.67	\$ 16,390.28	\$ 16,000.00	\$ (6,400.00)	-28.57%		
Investment Income												
001-01-36-361-36110	Interest	\$ 39.02	\$ 811.60	\$ 1,105.74	\$ 1,200.00	\$ 1,200.00	\$ 789.09	\$ 5,000.00	\$ 3,800.00	316.67%		
001-14-36-361-36110	Interest fpr FMI/VT					\$ 22,937.00	\$ -	\$ -	\$ -	100.00%		
Sub Totals		\$ 39.02	\$ 811.60	\$ 1,105.74	\$ 1,200.00	\$ 24,137.00	\$ 789.09	\$ 5,000.00	\$ 3,800.00	316.67%		
Miscellaneous												
001-01-36-366-36991	Contributions & Donations - Private Sources			\$ 8,541.06			\$ 2,135.27	\$ 15,000.00	\$ 15,000.00	100.00%		
001-01-36-369-36991	Contributions & Donations - Private Sources		\$ 9,248.69	\$ 7,210.00	\$ 7,426.00	\$ 7,848.69	\$ 5,971.17	\$ -	\$ (7,426.00)	-100.00%		
001-01-36-369-36990	Other Miscellaneous Revenue	\$ 397.05	\$ 3,575.62	\$ 15,261.60	\$ 1,000.00	\$ 26,646.13	\$ 5,058.57	\$ 5,000.00	\$ 4,000.00	400.00%		
Sub Totals		\$ 397.05	\$ 12,824.31	\$ 31,012.66	\$ 8,426.00	\$ 34,494.82	\$ 13,165.01	\$ 20,000.00	\$ 11,574.00	137.36%		
Transfers												
001-01-32-341-34135	Adiministrative Charge Dependent District				\$ 156,000.00			\$ -	\$ (156,000.00)	-100.00%		
001-01-38-381-38100	Transfer from Fund Balance						\$ -	\$ -	\$ -	#DIV/0!		
001-01-38-381-38135	Transfer from CIP Fund						\$ -	\$ -	\$ -	#DIV/0!		
001-01-38-381-38145	Transfer from Solid Waste Fund						\$ -	\$ -	\$ -	#DIV/0!		
Sub Totals		\$ -	\$ -	\$ -	\$ 156,000.00	\$ -	\$ -	\$ -	\$ (156,000.00)	-100.00%		
Total Revenues		\$ 2,199,340.00	\$ 2,069,490.74	\$ 1,758,233.41	\$ 2,279,252.00	\$ 2,162,502.62	\$ 1,713,630.73	\$ 2,185,733.00	\$ (256,519.00)	-11.25%		
EXPENSES												
Town Council												
001-10-51-511-53100	Professional Service		\$ 3,130.00		\$ 20,000.00	\$ 21,621.33	\$ 5,782.50	\$ 25,000.00	\$ 5,000.00	25.00%	#N/A	
001-10-51-511-54000	Travel	\$ 9,931.54	\$ 7,901.73	\$ 9,167.52	\$ 9,000.00	\$ 3,523.36	\$ 9,000.20	\$ 9,000.00	\$ -	0.00%		
001-10-51-511-54100	Communication Services	\$ 4,488.20	\$ 2,683.57	\$ 1,251.01	\$ 2,100.00	\$ 1,603.20	\$ 2,630.70	\$ 3,000.00	\$ 900.00	42.86%		
001-10-51-511-54900	Other Operating Expenses	\$ 1,661.64	\$ 13,162.64	\$ 2,352.53	\$ 6,000.00	\$ 2,615.79	\$ 5,794.20	\$ 6,000.00	\$ -	0.00%		
001-10-51-511-54990	Other Current Charges - Council Reimbursement	\$ 37,500.00	\$ 45,000.00	\$ 41,250.00	\$ 45,000.00	\$ 45,000.00	\$ 42,187.50	\$ 45,000.00	\$ -	0.00%		
001-10-51-511-55100	Office Supplies	\$ 943.30	\$ 71.55	\$ 43.99	\$ 200.00	\$ -	\$ 314.71	\$ 350.00	\$ 150.00	75.00%		
Sub Totals		\$ 54,115.68	\$ 79,249.49	\$ 54,066.10	\$ 80,200.00	\$ 70,735.37	\$ 23,495.11	\$ 25,350.00	\$ 1,854.89	7.86%		

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions		FY 2016	FY 2017	FY 2018	FY 2019	FY 2019	FY 16-19	FY 2020	Change FY 20 v FY 19		Notes
		Actual	Actual	Actual	Adopted	Projected	Average	Proposed	\$	%	
001-10-51-511-55200	<u>Operating Supplies</u>	\$ 35.93	\$ 118.54		\$ 500.00	\$ -	\$ 163.62	\$ 100.00	\$ (400.00)	-80.00%	
001-10-51-511-55400	<u>Books, Publications, Subscriptions</u>	\$ 3,318.00	\$ 3,171.00	\$ 4,499.58	\$ 8,350.00	\$ 4,765.33	\$ 4,834.65	\$ 5,000.00	\$ (3,350.00)	-40.12%	
001-10-51-511-55500	<u>Education & Training</u>	\$ 450.00	\$ 825.00		\$ 3,000.00	\$ -	\$ 1,068.75	\$ 3,000.00	\$ -	0.00%	
001-10-51-511-58200	<u>Special Events/ Contributions</u>	\$ 4,747.92	\$ 8,813.31		\$ 6,500.00	\$ 666.67	\$ 5,015.31	\$ 6,500.00	\$ -	0.00%	
	Sub Totals	\$ 63,076.53	\$ 84,877.34	\$ 58,564.63	\$ 100,650.00	\$ 79,795.68	\$ 76,792.13	\$ 102,950.00	\$ 2,300.00	2.29%	
Town Manager											
001-12-51-512-51200	<u>Regular Salaries</u>				\$ 122,572.00	\$ 214,893.32	\$ 214,893.32	\$ 260,000.00	\$ 137,428.00	112.12%	
001-12-51-512-52100	<u>FICA & Medicare Taxes</u>				\$ 9,671.00	\$ 17,388.19	\$ 17,388.19	\$ 22,000.00	\$ 12,329.00	127.48%	
001-12-51-512-52200	<u>Retirement FRs</u>				\$ 34,158.00	\$ 14,687.77	\$ 14,687.77	\$ 50,000.00	\$ 15,842.00	46.38%	
001-12-51-512-52300	<u>Health and Life Insurance</u>				\$ 12,000.00	\$ 8,057.89	\$ 8,057.89	\$ 26,000.00	\$ 14,000.00	116.67%	
001-12-51-512-52400	<u>Worker's Compensation</u>				\$ 500.00	\$ (2,276.87)	\$ (2,276.87)	\$ 1,500.00	\$ 1,000.00	200.00%	
001-12-51-512-53400	<u>Other Services</u>	\$ 280,543.82	\$ 288,963.96	\$ 297,632.88	\$ 297,633.00	\$ 280,000.00	\$ 291,193.42	\$ 200,000.00	\$ (97,633.00)	-32.80%	
001-12-51-512-54000	<u>Travel</u>	\$ 615.06	\$ 2,029.27	\$ 2,144.72	\$ 7,000.00	\$ 3,000.00	\$ 2,947.26	\$ 7,000.00	\$ -	0.00%	
001-12-51-512-54100	<u>Communication Services</u>	\$ 2,859.38	\$ 981.05	\$ 1,238.10	\$ 1,600.00	\$ 1,508.52	\$ 1,669.63	\$ 2,000.00	\$ 400.00	25.00%	
001-12-51-512-54200	<u>Postage and Freight</u>	\$ 1,878.19	\$ 2,621.71	\$ 2,387.25	\$ 3,000.00	\$ 341.29	\$ 2,471.79	\$ 2,500.00	\$ (500.00)	-16.67%	
001-12-51-512-54900	<u>Other Operating Expenses (Misc.-Recording Fees)</u>	\$ 957.33	\$ 1,293.27	\$ 3,124.80	\$ 4,000.00	\$ 9,714.44	\$ 2,343.85	\$ 2,000.00	\$ (2,000.00)	-50.00%	
001-12-51-512-54930	<u>Election Expense</u>	\$ 10,324.72	\$ 7,990.67	\$ 11,807.95	\$ 10,300.00	\$ 17,312.10	\$ 10,105.84	\$ 12,000.00	\$ 1,700.00	16.50%	
001-12-51-512-54960	<u>Legal Advertising</u>	\$ 5,162.48	\$ 8,892.65	\$ 15,106.16	\$ 10,000.00	\$ 11,072.39	\$ 9,790.32	\$ 12,000.00	\$ 2,000.00	20.00%	
001-12-51-512-55100	<u>Office Supplies</u>	\$ 15,497.46	\$ 14,205.78	\$ 10,041.45	\$ 17,035.00	\$ 10,627.12	\$ 14,194.92	\$ 8,000.00	\$ (9,035.00)	-53.04%	
001-12-51-512-55400	<u>Books, Publications, Subscriptions</u>	\$ 370.00	\$ 884.88	\$ 530.00	\$ 4,250.00	\$ 2,398.51	\$ 1,508.72	\$ 2,500.00	\$ (1,750.00)	-41.18%	
001-12-51-512-55500	<u>Education & Training</u>		\$ 375.00	\$ 1,225.00	\$ 2,500.00	\$ 2,500.00	\$ 1,025.00	\$ 2,500.00	\$ -	0.00%	
	Sub Totals	\$ 318,208.44	\$ 328,238.24	\$ 345,238.31	\$ 536,219.00	\$ 591,224.67	\$ 590,001.05	\$ 610,000.00	\$ 73,781.00	13.76%	
Financial Services											
001-14-51-513-53200	<u>Accounting and Auditing</u>	\$ 16,700.00	\$ 14,700.00	\$ 22,862.00	\$ 16,700.00	\$ 45,000.00	\$ 17,740.50	\$ 45,000.00	\$ 28,300.00	169.46%	
001-32-51-519-54940	<u>Inspector General Office</u>						\$ -	\$ -	\$ -	#DIV/0!	
001-14-51-513-54000	<u>Travel</u>				\$ 3,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ -	0.00%	
001-14-51-513-54700	<u>Printing & Binding</u>	\$ 278.73	\$ 381.60		\$ 1,000.00		\$ 415.08	\$ -	\$ (1,000.00)	-100.00%	
001-14-51-513-54920	<u>Computer Services</u>	\$ 10,298.76	\$ 13,879.76	\$ 12,473.26	\$ 14,000.00	\$ 30,000.00	\$ 12,662.95	\$ 30,000.00	\$ 16,000.00	114.29%	
001-14-51-513-54960	<u>Legal Advertising</u>	\$ 2,144.33	\$ 700.00		\$ 3,000.00		\$ 1,461.08	\$ 2,000.00	\$ (1,000.00)	-33.33%	
001-14-51-513-55400	<u>Books, Publications, Subscriptions</u>		\$ 35.00	\$ 425.00	\$ 1,630.00	\$ 1,000.00	\$ 522.50	\$ 1,600.00	\$ (30.00)	-1.84%	
001-14-51-513-55500	<u>Education & Training</u>		\$ 2,008.40	\$ 1,960.52	\$ 5,000.00	\$ 4,000.00	\$ 2,242.23	\$ 5,000.00	\$ -	0.00%	
001-14-51-514-53110	<u>Professional Service- Paychex</u>				\$ 3,840.00	\$ 3,500.00	\$ 960.00	\$ 4,000.00	\$ 160.00	4.17%	
	Sub Totals	\$ 29,421.82	\$ 31,704.76	\$ 37,720.78	\$ 48,170.00	\$ 87,500.00	\$ 36,754.34	\$ 90,600.00	\$ 42,430.00	88.08%	
Legal Services											
001-16-51-514-53100	<u>Professional Services</u>	\$ 98,382.76	\$ 112,042.95	\$ 78,370.62	\$ 120,000.00	\$ 140,000.00	\$ 102,199.08	\$ 125,000.00	\$ 5,000.00	4.17%	
	Sub Totals	\$ 98,382.76	\$ 112,042.95	\$ 78,370.62	\$ 120,000.00	\$ 140,000.00	\$ 102,199.08	\$ 125,000.00	\$ 5,000.00	4.17%	
Planning & Building											
001-20-51-515-53100	<u>Professional Service</u>	\$ 19,084.00		\$ 17,501.25	\$ 20,000.00	\$ 40,000.00	\$ 14,146.31	\$ 25,000.00	\$ 5,000.00	25.00%	
001-20-51-515-53400	<u>Other Services</u>	\$ 83,822.04	\$ 86,334.60	\$ 88,924.08	\$ 88,924.00	\$ 88,924.00	\$ 87,001.18	\$ 50,000.00	\$ (38,924.00)	-43.77%	
001-26-52-521-53420	<u>Other Services - Plan Process Comp Plan</u>	\$ 1,302.00					\$ 325.50	\$ -	\$ -	#DIV/0!	
001-20-51-515-53420	<u>Comprehensive Plan</u>				\$ 30,000.00		\$ 7,500.00	\$ -	\$ (30,000.00)	-100.00%	
001-20-51-515-53450	<u>Planning & Zoning Contract</u>	\$ 19,382.07	\$ 30,366.53	\$ 41,686.58	\$ 25,000.00	\$ 35,000.00	\$ 29,108.80	\$ 45,000.00	\$ 20,000.00	80.00%	
001-20-51-515-53490	<u>Cost Recovery Expenditure</u>	\$ 153,018.09	\$ 49,101.36	\$ 64,867.48	\$ 35,000.00	\$ 52,952.37	\$ 75,496.73	\$ 40,000.00	\$ 5,000.00	14.29%	
001-20-51-515-54960	<u>Legal Advertising</u>	\$ 4,213.44	\$ 6,609.29		\$ 7,000.00		\$ 4,455.68	\$ 5,000.00	\$ (2,000.00)	-28.57%	
	Sub Totals	\$ 280,821.64	\$ 172,411.78	\$ 212,979.39	\$ 205,924.00	\$ 216,876.37	\$ 218,034.20	\$ 165,000.00	\$ (40,924.00)	-19.87%	
Code Enforcement											
001-22-51-519-53150	<u>Special Magistrate</u>	\$ 345.49	\$ 3,506.85	\$ 17,546.95	\$ 25,000.00	\$ 17,975.33	\$ 11,599.82	\$ 18,000.00	\$ (7,000.00)	-28.00%	
001-22-51-519-53400	<u>Other Services - Code</u>	\$ 4,647.70	\$ 106,259.96	\$ 109,179.96	\$ 110,680.00	\$ 97,048.85	\$ 82,691.91	\$ 100,000.00	\$ (10,680.00)	-9.65%	
001-22-51-519-53430	<u>Code Compliance</u>	\$ 35,333.32		\$ 160.00		\$ -	\$ 8,873.33	\$ -	\$ -	#DIV/0!	
001-22-51-519-54000	<u>Travel</u>		\$ 717.46	\$ 1,572.54	\$ 2,000.00	\$ 583.68	\$ 1,072.50	\$ -	\$ (2,000.00)	-100.00%	
001-22-51-519-54100	<u>Communication Services</u>	\$ 7,830.84	\$ 451.88	\$ 257.10	\$ 700.00	\$ 503.33	\$ 2,309.96	\$ -	\$ (700.00)	-100.00%	
001-22-51-519-55500	<u>Education & Training</u>			\$ 667.00	\$ 2,000.00	\$ 600.00	\$ 666.75	\$ -	\$ (2,000.00)	-100.00%	
	Sub Totals	\$ 48,157.35	\$ 110,936.15	\$ 129,383.55	\$ 140,380.00	\$ 116,711.20	\$ 107,214.26	\$ 118,000.00	\$ (22,380.00)	-15.94%	
Public Safety											
001-26-52-521-53410	<u>Law Enforcement (PBSO)</u>	\$ 288,746.04	\$ 294,621.00	\$ 610,000.00	\$ 624,000.00	\$ 624,000.00	\$ 454,341.76	\$ 624,000.00	\$ -	0.00%	
	Sub Totals	\$ 288,746.04	\$ 294,621.00	\$ 610,000.00	\$ 624,000.00	\$ 624,000.00	\$ 454,341.76	\$ 624,000.00	\$ -	0.00%	
Communications & Technology											
001-30-53-539-53400	<u>Other Services</u>		\$ 25,515.75		\$ 20,000.00		\$ 11,378.94	\$ 46,000.00	\$ 26,000.00	130.00%	
001-32-51-513-54920	<u>Other Current Charges -Computer Services (Hosting)</u>		\$ 6,245.00				\$ 1,561.25	\$ -	\$ -	#DIV/0!	
001-32-51-519-54910	<u>Computer Hardware and Software</u>	\$ 2,662.02	\$ 3,715.98	\$ 3,582.65	\$ 10,000.00	\$ 34,258.00	\$ 4,990.16	\$ 20,000.00	\$ 10,000.00	100.00%	
001-32-51-519-54920	<u>Computer Services</u>	\$ 6,970.23	\$ 10,565.31	\$ 11,140.78	\$ 12,150.00	\$ 30,208.00	\$ 10,206.58	\$ 35,000.00	\$ 22,850.00	188.07%	
001-32-51-519-54100	<u>Communication Services</u>		\$ 10,143.19	\$ 9,519.79	\$ 28,160.00	\$ 28,160.00	\$ 11,955.75	\$ 30,000.00	\$ 1,840.00	6.53%	
	Sub Totals	\$ 9,632.25	\$ 56,185.23	\$ 24,243.22	\$ 70,310.00	\$ 92,626.00	\$ 40,092.68	\$ 131,000.00	\$ 60,690.00	86.32%	
Non-departmental											
001-32-51-519-53400	<u>Other Services</u>		\$ 10,259.76	\$ 9,378.21	\$ 8,020.00	\$ 7,938.67	\$ 6,914.49	\$ 10,000.00	\$ 1,980.00	24.69%	

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STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions		FY 2016	FY 2017	FY 2018	FY 2019	FY 2019	FY 16-19	FY 2020	Change FY 20 v FY 19		Notes
		Actual	Actual	Actual	Adopted	Projected	Average	Proposed	\$	%	
001-32-51-519-54300	<u>Utilities</u>	\$ 5,620.05	\$ 6,802.74	\$ 5,720.48	\$ 10,000.00	\$ 6,598.32	\$ 7,035.82	\$ 7,000.00	\$ (3,000.00)	-30.00%	
001-32-51-519-54440	<u>Rental and Leases - Equip, Storage, etc</u>	\$ 7,965.92	\$ 6,080.59	\$ 5,601.96	\$ 6,400.00	\$ 6,400.00	\$ 6,512.12	\$ 7,000.00	\$ 600.00	9.38%	
001-32-51-519-54500	<u>Insurance</u>	\$ 32,686.00	\$ 50,462.00	\$ 66,686.00	\$ 70,000.00	\$ 116,000.00	\$ 54,958.50	\$ 90,000.00	\$ 20,000.00	28.57%	
001-32-51-519-54600	<u>Repair and Maintenance - Building</u>	\$ 7,902.01	\$ 3,862.15	\$ 350.00	\$ 20,000.00	\$ 19,027.87	\$ 8,028.54	\$ 10,000.00	\$ (10,000.00)	-50.00%	
001-32-51-539-53400	<u>Other Services</u>		\$ 0.03	\$ 61.97			\$ 15.50	\$ -	\$ -	#DIV/0!	
	Sub Totals	\$ 54,173.98	\$ 77,467.27	\$ 87,798.62	\$ 114,420.00	\$ 155,964.86	\$ 83,464.97	\$ 124,000.00	\$ 9,580.00	8.37%	
Boards & Committees											
001-90-51-519-58220	<u>Loxahatchee Groves - CERT</u>	\$ 37.13	\$ 120.54	\$ 4,561.00	\$ 2,000.00	\$ 4,207.94	\$ 1,679.67	\$ 4,500.00	\$ 2,500.00	125.00%	
	Sub Totals	\$ 37.13	\$ 120.54	\$ 4,561.00	\$ 2,000.00	\$ 4,207.94	\$ 1,679.67	\$ 4,500.00	\$ 2,500.00	125.00%	
Capital Outlay											
001-90-51-519-56140	<u>Land</u>						\$ -	\$ -	\$ -	#DIV/0!	
001-90-51-519-56200	<u>Capital Outlay - Buildings</u>	\$ 10,144.50					\$ 2,536.13	\$ -	\$ -	#DIV/0!	
	Sub Totals	\$ 10,144.50	\$ -	\$ -	\$ -	\$ -	\$ 2,536.13	\$ -	\$ -	#DIV/0!	
Contingency											
001-90-51-519-59990	<u>Contingency</u>						\$ -	\$ -	\$ -	#DIV/0!	
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Transfers											
001-90-51-519-59101	<u>Transfer to Transportation Fund</u>	\$ 57,099.00					\$ 14,274.75	\$ -	\$ -	#DIV/0!	
001-90-51-519-59305	<u>Transfer to C.I.P Fund</u>	\$ 311,664.00					\$ 77,916.00	\$ 90,683.00	\$ 90,683.00	#DIV/0!	
001-90-51-519-59405	<u>Transfer to Solid Waste Fund</u>	\$ 94,497.47	\$ 92,546.53				\$ 46,761.00	\$ -	\$ -	#DIV/0!	
001-90-58-581-59000	<u>Transfer to Fund Balance</u>				\$ 317,179.00		\$ 79,294.75	\$ -	\$ (317,179.00)	-100.00%	
001-90-58-581-59101	<u>Transfer to Transportation Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
001-90-58-581-59103	<u>Transfer to L.O.S.T Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
001-90-58-581-59305	<u>Transfer to C.I.P Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
	Sub Totals	\$ 463,260.47	\$ 92,546.53	\$ -	\$ 317,179.00	\$ -	\$ 218,246.50	\$ 90,683.00	\$ (226,496.00)	-71.41%	
	Total Expenses	\$ 1,664,062.91	\$ 1,361,151.79	\$ 1,588,860.12	\$ 2,279,252.00	\$ 2,108,906.72	\$ 1,931,356.76	\$ 2,185,733.00	\$ (93,519.00)	-4.10%	
	NET SURPLUS/(DEFICIT)	\$ 535,277.09	\$ 708,338.95	\$ 169,373.29	\$ -	\$ 53,595.90	\$ (217,726.03)	\$ -	\$ (163,000.00)	#DIV/0!	



TRANSPORTATION FUND

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19 \$ %	Notes
101 - Transportation Fund									
REVENUES									
Intergovernmental									
101-01-31-312-34100 1st Local option Fuel Tax (6c)	\$ 265,665.34	\$ 277,680.32	\$ 271,778.05	\$ 283,126.00	\$ 281,052.00	\$ 274,562.43	\$ 280,000.00	\$ (3,126.00) -1.10%	
101-01-31-312-34200 2nd Local Option Fuel Tax(5c)	\$ 123,671.82	\$ 129,542.68	\$ 126,961.72	\$ 130,536.00	\$ 135,000.00	\$ 127,678.06	\$ 130,000.00	\$ (536.00) -0.41%	
Sub Totals	\$ 389,337.16	\$ 407,223.00	\$ 398,739.77	\$ 413,662.00	\$ 416,052.00	\$ 402,240.48	\$ 410,000.00	\$ (3,662.00) -0.89%	
Miscellaneous									
101-01-36-366-36991 Contributions & Donations - Private Sources						\$ -	\$ -	#DIV/0!	
Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Transfers									
101-01-38-381-38100 Transfer from Fund Balance						\$ -	\$ -	#DIV/0!	
101-01-38-381-38110 Contribution from General Fund	\$ 57,099.00					\$ 14,274.75	\$ -	#DIV/0!	
101-01-38-381-38135 Transfer from CIP Fund						\$ -	\$ -	#DIV/0!	
Sub Totals	\$ 57,099.00	\$ -	\$ -	\$ -	\$ -	\$ 14,274.75	\$ -	#DIV/0!	
Non-Revenues/Other Sources									
101-01-38-384-38410 Debt Proceeds				\$ 4,000,000.00		\$ 1,000,000.00	\$ -	\$ (4,000,000.00) -100.00%	
Sub Totals	\$ -	\$ -	\$ -	\$ 4,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ (4,000,000.00) -100.00%	
Total Revenues	\$ 446,436.16	\$ 407,223.00	\$ 398,739.77	\$ 4,413,662.00	\$ 416,052.00	\$ 1,416,515.23	\$ 410,000.00	\$ (4,007,324.00) -90.79%	
EXPENSES									
Transportation									
101-40-54-541-54670 Traffic Control Signs 6c	\$ 8,102.00	\$ 21,602.57	\$ 10,549.77			\$ 10,063.59	\$ 10,000.00	\$ 10,000.00 #DIV/0!	
101-40-54-541-54680 Town Roads Maintenance 6c	\$ 649,814.74	\$ 280,337.68	\$ 342,418.12		\$ 31,054.67	\$ 318,142.64	\$ -	#DIV/0!	
101-40-54-541-54690 District Road Maintenance	\$ 110,250.50	\$ 126,561.10				\$ 59,202.90	\$ -	#DIV/0!	
Sub Totals	\$ 768,167.24	\$ 428,501.35	\$ 352,967.89	\$ -	\$ 31,054.67	\$ 387,409.12	\$ 10,000.00	\$ 10,000.00 #DIV/0!	
Capital Outlay									
101-40-54-541-56310 Roads & Streets - New Construction - 5c						\$ -	\$ -	#DIV/0!	
101-40-54-541-56312 Special Projects		\$ 2,275.00				\$ 568.75	\$ -	#DIV/0!	
101-40-54-541-56320 Roads & Streets - New Construction - 5c		\$ 8,950.00				\$ 2,237.50	\$ -	#DIV/0!	
Sub Totals	\$ -	\$ 11,225.00	\$ -	\$ -	\$ -	\$ 2,806.25	\$ -	#DIV/0!	
Debt Service									
101-40-54-541-57101 Principal				\$ 283,662.00		\$ 70,915.50	\$ -	\$ (283,662.00) -100.00%	
101-40-54-541-57201 Interest				\$ 130,000.00		\$ 32,500.00	\$ -	\$ (130,000.00) -100.00%	
101-40-54-541-57301 Other Debt Service Costs			\$ 2,437.98	\$ 200,000.00		\$ 50,609.50	\$ -	\$ (200,000.00) -100.00%	
Sub Totals	\$ -	\$ -	\$ 2,437.98	\$ 613,662.00	\$ -	\$ 154,025.00	\$ -	\$ (613,662.00) -100.00%	
Transfers									
101-40-58-581-59000 Transfer to General Fund						\$ -	\$ -	#DIV/0!	
101-40-58-581-59103 Transfer to L.O.S.T fund						\$ -	\$ -	#DIV/0!	
101-40-58-581-59105 Transfer to Roads & Drainage Fund							\$ 200,000.00		
101-40-58-581-59305 Transfer to C.I.P Fund	\$ 9,874.86			\$ 3,800,000.00		\$ 952,468.72	\$ 200,000.00	\$ (3,600,000.00) -94.74%	
101-40-58-581-59405 Transfer to Solid Waste Fund						\$ -	\$ -	#DIV/0!	
101-40-58-581-59935 Transfer to Fund Balance 5c						\$ -	\$ -	#DIV/0!	
101-40-58-581-59936 Transfer to Fund Balance 6c						\$ -	\$ -	#DIV/0!	
Sub Totals	\$ 9,874.86	\$ -	\$ -	\$ 3,800,000.00	\$ -	\$ 952,468.72	\$ 400,000.00	\$ (3,600,000.00) -94.74%	
Total Expenses	\$ 778,042.10	\$ 439,726.35	\$ 355,405.87	\$ 4,413,662.00	\$ 31,054.67	\$ 1,496,709.08	\$ 410,000.00	\$ (4,203,662.00) -95.24%	
NET SURPLUS/(DEFICIT)	\$ (331,605.94)	\$ (32,503.35)	\$ 43,333.90	\$ -	\$ 384,997.33	\$ (80,193.85)	\$ -	#DIV/0!	



SURTAX FUND

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions		FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19		Notes
									\$	%	
103 - Local Option Sales Tax (L.O.S.T) Fund											
REVENUES											
Intergovernmental											
103-01-31-312-31260	<u>Sales Tax Infrastructure</u>		\$ 160,445.91	\$ 234,416.95	\$ 255,718.00	\$ 252,000.00	\$ 162,645.22	\$ 260,000.00	\$ 4,282.00	1.67%	
	Sub Totals	\$ -	\$ 160,445.91	\$ 234,416.95	\$ 255,718.00	\$ 252,000.00	\$ 162,645.22	\$ 260,000.00	\$ 4,282.00	1.67%	
Transfers											
103-01-31-381-38100	<u>Transfer from Fund Balance</u>						\$ -	\$ -	\$ -	#DIV/0!	
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
	Total Revenues	\$ -	\$ 160,445.91	\$ 234,416.95	\$ 255,718.00	\$ 252,000.00	\$ 162,645.22	\$ 260,000.00	\$ 4,282.00	1.67%	
EXPENSES											
Debt Service											
103-42-54-541-56130	<u>Roads, Streets & Drainage - New Construction</u>				\$ 255,718.00		\$ 63,929.50	\$ -	\$ (255,718.00)	-100.00%	Acct # used is a capital outlay number
	Sub Totals	\$ -	\$ -	\$ -	\$ 255,718.00	\$ -	\$ 63,929.50	\$ -	\$ (255,718.00)	-100.00%	however FY 19 budgeted stated it was for debt service
Transfers											
103-01-31-381-59000	<u>Transfer to Fund Balance</u>						\$ -	\$ 260,000.00	\$ 260,000.00	#DIV/0!	
	Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,000.00	\$ 260,000.00	#DIV/0!	
	Total Expenses	\$ -	\$ -	\$ -	\$ 255,718.00	\$ -	\$ 63,929.50	\$ 260,000.00	\$ 4,282.00	-100.00%	
	NET SURPLUS/(DEFICIT)	\$ -	\$ 160,445.91	\$ 234,416.95	\$ -	\$ 252,000.00	\$ 98,715.72	\$ -	\$ -		



ROADS & DRAINAGE FUND

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19 \$ %	Notes
105 - Roads & Drainage Fund									
REVENUES									
Assessments									
105-01-32-325-32510 <u>Other Assessments</u>			\$ 2,557.60			\$ 639.40	\$ -	\$ -	#DIV/0!
105-01-32-325-32515 <u>Road Debt Assessment</u>		\$ 306,865.33	\$ 288,916.79	\$ 320,284.00	\$ 320,284.00	\$ 229,016.53	\$ 310,000.00	\$ (10,284.00)	-3.21%
105-01-32-325-32520 <u>Road and Canal Maintenance Assessment</u>		\$ 1,027,670.97	\$ 1,134,850.75	\$ 1,545,865.00	\$ 1,436,301.00	\$ 927,096.68	\$ 1,545,865.00	\$ -	0.00%
105-01-32-325-32522 <u>Discount Fees</u>				\$ (65,710.00)		\$ (16,427.50)	\$ (65,700.00)	\$ 10.00	-0.02%
105-01-32-325-32530 <u>Excess Fees - Maintenance</u>						\$ -	\$ -	\$ -	#DIV/0!
105-01-32-325-36990 <u>Other Assessments - PBCSB</u>		\$ 73,383.24	\$ 67.57		\$ 2,999.33	\$ 18,362.70	\$ 3,000.00	\$ 3,000.00	#DIV/0!
Sub Totals	\$ -	\$ 1,407,919.54	\$ 1,426,392.71	\$ 1,800,439.00	\$ 1,759,584.33	\$ 1,158,687.81	\$ 1,793,165.00	\$ (7,274.00)	-0.40%
Investment Income									
105-01-32-325-34600 <u>Investment Earnings Floridian</u>			\$ 455.42		\$ 3,204.53	\$ 113.86	\$ 3,000.00	\$ 3,000.00	#DIV/0!
105-01-33-330-33000 <u>Intergovernmental Revenue</u>						\$ -	\$ -	\$ -	#DIV/0!
105-01-36-361-36110 <u>Interest-Assessments</u>		\$ 3.52	\$ 946.80		\$ 1,231.44	\$ 237.58	\$ 1,200.00	\$ 1,200.00	#DIV/0!
105-01-36-361-36111 <u>Interest (SBA)</u>		\$ 45.83	\$ 4.19			\$ 12.51	\$ -	\$ -	#DIV/0!
105-01-36-361-36112 <u>Interest (PBC)</u>		\$ 29.00	\$ 85.49			\$ 28.62	\$ -	\$ -	#DIV/0!
105-01-36-361-36113 <u>Interest (SunTrust)</u>		\$ 118.54	\$ 0.05			\$ 29.85	\$ -	\$ -	#DIV/0!
105-01-36-361-36114 <u>Interest (Suntrust MM)</u>		\$ 841.62	\$ 0.12			\$ 210.44	\$ -	\$ -	#DIV/0!
105-01-36-361-36115 <u>Interest (Bank United PI)</u>		\$ 962.51	\$ 736.52		\$ 130.77	\$ 424.76	\$ -	\$ -	#DIV/0!
105-01-36-361-36116 <u>Interest (Bank United NPF)</u>		\$ 3.89	\$ 637.05		\$ 102.00	\$ 160.24	\$ -	\$ -	#DIV/0!
105-01-36-361-36117 <u>Interest (Floridian)</u>		\$ -	\$ 1,682.20		\$ 0.56	\$ 420.55	\$ -	\$ -	#DIV/0!
105-01-36-361-36118 <u>Interest (FCB MM)</u>					\$ 1,009.72	\$ -	\$ 1,500.00	\$ 1,500.00	#DIV/0!
Sub Totals	\$ -	\$ 2,004.91	\$ 4,547.84	\$ -	\$ 5,679.02	\$ 1,638.19	\$ 5,700.00	\$ 5,700.00	#DIV/0!
Miscellaneous									
105-01-36-364-36400 <u>Sales - Equipment/Materials</u>			\$ 88,945.55			\$ 22,236.39	\$ -	\$ -	#DIV/0!
105-01-36-369-36990 <u>Miscellaneous Revenue</u>		\$ 1,705.82	\$ 2,916.43		\$ 2,111.52	\$ 1,155.56	\$ 2,000.00	\$ 2,000.00	#DIV/0!
Sub Totals	\$ -	\$ 1,705.82	\$ 91,861.98	\$ -	\$ 2,111.52	\$ 23,391.95	\$ 2,000.00	\$ 2,000.00	#DIV/0!
Transfers									
105-01-38-381-38111 <u>Transfer from Transportation Fund</u>						\$ -	\$ 200,000.00	\$ 200,000.00	#DIV/0!
Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ 200,000.00	#DIV/0!
Total Revenues	\$ -	\$ 1,411,630.27	\$ 1,522,802.53	\$ 1,800,439.00	\$ 1,767,374.87	\$ 1,183,717.95	\$ 2,000,865.00	\$ 200,426.00	11.13%
EXPENSES									
Physical Environment-Staffing									
105-50-53-538-51200 <u>Regular Salaries</u>		\$ 411,094.06	\$ 352,258.21	\$ 266,740.00	\$ 244,256.31	\$ 257,523.07	\$ 350,000.00	\$ 83,260.00	31.21%
105-50-53-538-51400 <u>Overtime</u>		\$ 9,777.16	\$ 25,077.74	\$ 3,000.00	\$ 42.00	\$ 9,463.73	\$ 15,750.00	\$ 12,750.00	425.00%
105-50-53-538-51500 <u>Special Pay</u>		\$ 6,822.39	\$ 5,973.52			\$ 3,198.98	\$ -	\$ -	#DIV/0!
105-50-53-538-51520 <u>Fringe Benefits</u>		\$ 6,000.00	\$ 4,900.00			\$ 2,725.00	\$ -	\$ -	#DIV/0!
105-50-53-538-52100 <u>FICA Taxes & Medicare</u>		\$ 32,879.92	\$ 30,455.82	\$ 21,581.00	\$ 22,194.37	\$ 21,229.19	\$ 30,000.00	\$ 8,419.00	39.01%
105-50-53-538-52200 <u>Retirement FRS</u>		\$ 46,225.70	\$ 35,385.55	\$ 38,356.00	\$ 3,422.89	\$ 29,991.81	\$ 32,000.00	\$ (6,356.00)	-16.57%
105-50-53-538-52300 <u>Health and Life Insurance</u>		\$ 61,047.57	\$ 56,259.56	\$ 52,730.00	\$ 32,127.61	\$ 42,509.28	\$ 50,000.00	\$ (2,730.00)	-5.18%
105-50-53-538-52400 <u>Worker's Compensation</u>		\$ 12,370.98	\$ 18,284.00	\$ 20,000.00	\$ 3,287.52	\$ 12,663.75	\$ 10,000.00	\$ (10,000.00)	-50.00%
Sub Totals	\$ -	\$ 586,217.78	\$ 528,594.40	\$ 402,407.00	\$ 305,330.71	\$ 379,304.80	\$ 487,750.00	\$ 85,343.00	21.21%
Physical Environment-Professional Services									
105-50-53-538-53100 <u>Professional Service - Engineering & Legal</u>		\$ 20,451.76	\$ 54,948.13	\$ 107,500.00	\$ 7,295.67	\$ 45,724.97	\$ 150,000.00	\$ 42,500.00	39.53%
105-50-53-538-53102 <u>Professional Service - Drug Test</u>		\$ 130.00	\$ 210.00			\$ 85.00	\$ 500.00	\$ 500.00	#DIV/0!
105-50-53-538-53105 <u>Professional Service- Land Surveying</u>		\$ 500.00	\$ 250.00			\$ 187.50	\$ 5,000.00	\$ 5,000.00	#DIV/0!
105-50-53-538-53110 <u>Professional Service-Paychex</u>				\$ 15,360.00	\$ 1,099.23	\$ 3,840.00	\$ 7,000.00	\$ (8,360.00)	-54.43%
105-50-53-538-53160 <u>Professional Service - Legal</u>		\$ 123,752.75	\$ 142,414.59			\$ 66,541.84	\$ -	\$ -	#DIV/0!
105-50-53-538-53200 <u>Accounting and Auditing</u>		\$ 17,050.00	\$ 25,972.00	\$ 16,000.00	\$ -	\$ 14,755.50	\$ 16,000.00	\$ -	0.00%
105-50-53-538-53400 <u>Other Services -</u>		\$ 5,825.71	\$ 9,256.69	\$ 32,000.00	\$ 31,063.49	\$ 11,770.60	\$ 32,000.00	\$ -	0.00%
105-50-53-538-53480 <u>Other Services - PBC Admin Fee</u>			\$ 23,797.21	\$ 18,662.00	\$ 18,662.00	\$ 10,614.80	\$ 24,000.00	\$ 5,388.00	28.60%
Sub Totals	\$ -	\$ 167,710.22	\$ 256,848.62	\$ 189,522.00	\$ 58,120.39	\$ 153,520.21	\$ 234,500.00	\$ 44,978.00	23.73%
Physical Environment-O&M Canals									
105-50-53-538-53834 <u>Canal Maintenance Service</u>						\$ -	\$ -	\$ -	#DIV/0!
105-50-53-538-54440 <u>Retnal and Leases - Equip, Storage, etc</u>		\$ 3,597.26	\$ 117,857.27	\$ 34,000.00	\$ 63,000.00	\$ 38,863.63	\$ 85,000.00	\$ 51,000.00	150.00%
105-50-53-538-54600 <u>Repair and Maintenance Service- Canal</u>		\$ 31,802.07	\$ 25,498.39			\$ 14,325.12	\$ -	\$ -	#DIV/0!
105-50-53-538-54680 <u>Repair and Maintenance Svc -</u>		\$ 81,753.27	\$ 21,219.99	\$ 142,000.00	\$ 70,000.00	\$ 61,243.32	\$ 140,000.00	\$ (2,000.00)	-1.41%
105-50-53-538-54970 <u>Other Current Charges - Permits</u>		\$ 2,537.60	\$ 2,650.00			\$ 1,296.90	\$ 2,500.00	\$ 2,500.00	#DIV/0!
105-50-53-538-54980 <u>Other Current Charges - Miscellaneous</u>		\$ 4,113.51	\$ 14,991.49			\$ 4,776.25	\$ 5,615.00	\$ 5,615.00	#DIV/0!
105-50-53-538-55210 <u>Fuel</u>		\$ 24,051.44	\$ 15,088.39	\$ 50,000.00	\$ 36,000.00	\$ 22,284.96	\$ 25,000.00	\$ (25,000.00)	-50.00%

TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19 \$ %	Notes
105-50-53-538-55220 <u>Lubricants</u>		\$ 772.08	\$ 599.37	\$ 1,500.00	\$ 5,000.00	\$ 717.86	\$ 3,000.00	\$ 1,500.00 100.00%	
105-50-53-538-56400 <u>Machinery and Equipment</u>		\$ 4,187.48	\$ 8,942.00		\$ 50,349.70	\$ 3,282.37	\$ 150,000.00	\$ 150,000.00 #DIV/0!	
Sub Totals	\$ -	\$ 152,814.71	\$ 206,846.90	\$ 227,500.00	\$ 224,349.70	\$ 146,790.40	\$ 411,115.00	\$ 183,615.00 80.71%	
Physical Environment-O&M Roads									
105-50-54-541-54440 <u>Retnal and Leases - Equip. Storage, etc</u>			\$ 357.76		\$ 350.00	\$ 89.44	\$ -	\$ - #DIV/0!	
105-50-54-541-54670 <u>Traffic Control Signs</u>						\$ -	\$ -	\$ - #DIV/0!	
105-50-54-541-54680 <u>Repair and Maintenance - Machinery</u>			\$ 33,581.36			\$ 8,395.34	\$ 45,000.00	\$ 45,000.00 #DIV/0!	
105-50-54-541-55200 <u>Operating Supplies</u>		\$ 6,038.90	\$ 11,671.41	\$ 55,000.00	\$ 16,884.08	\$ 18,177.58	\$ 30,000.00	\$ (25,000.00) -45.45%	
105-50-54-541-55300 <u>Road Materials & Supplies</u>		\$ 36,441.93			\$ 110,000.00	\$ 9,110.48	\$ -	\$ - #DIV/0!	
105-50-54-541-55310 <u>Road Maintenance and Service</u>		\$ 3,300.00	\$ 641.61	\$ 388,046.00	\$ 388,046.00	\$ 97,996.90	\$ 400,000.00	\$ 11,954.00 3.08%	
Sub Totals	\$ -	\$ 45,780.83	\$ 46,252.14	\$ 443,046.00	\$ 515,280.08	\$ 133,769.74	\$ 475,000.00	\$ 31,954.00 7.21%	
Communications & Technology									
105-50-53-538-54910 <u>Computer hardware & Software</u>		\$ 1,988.26	\$ 6,081.42	\$ 2,000.00	\$ 4,000.00	\$ 2,517.42	\$ 5,000.00	\$ 3,000.00 150.00%	
105-50-53-538-54100 <u>Communication Services</u>		\$ 6,573.11	\$ 8,905.97	\$ 1,500.00	\$ 7,311.85	\$ 4,244.77	\$ 3,000.00	\$ 1,500.00 100.00%	
Sub Totals	\$ -	\$ 8,561.37	\$ 14,987.39	\$ 3,500.00	\$ 11,311.85	\$ 6,762.19	\$ 8,000.00	\$ 4,500.00 128.57%	
Non-departmental									
105-50-53-538-54700 <u>Printing & Binding</u>		\$ 300.00	\$ 1,451.04	\$ 1,000.00		\$ 687.76	\$ -	\$ (1,000.00) -100.00%	
105-50-53-538-54900 <u>Other Current Charges</u>			\$ 4,569.74			\$ 1,142.44	\$ -	\$ - #DIV/0!	
105-50-53-538-54901 <u>Indirect Cost Allocations</u>				\$ 156,000.00	\$ 37.81	\$ 39,000.00	\$ -	\$ (156,000.00) -100.00%	
105-50-53-538-54930 <u>Election Expense</u>		\$ 5,721.50				\$ 1,430.38	\$ -	\$ - #DIV/0!	
105-50-53-538-54960 <u>Legal Advertising</u>		\$ 3,500.00	\$ 3,075.36	\$ 1,000.00	\$ 500.00	\$ 1,893.84	\$ 1,000.00	\$ - 0.00%	
105-50-53-538-54500 <u>Insurance</u>		\$ 46,778.00	\$ 44,600.00	\$ 46,000.00		\$ 34,344.50	\$ 50,000.00	\$ 4,000.00 8.70%	
105-50-53-538-54000 <u>Travel</u>		\$ 2,163.82	\$ 3,593.23	\$ 1,500.00		\$ 1,814.26	\$ 4,000.00	\$ 2,500.00 166.67%	
105-50-53-538-54200 <u>Postage and Freight</u>		\$ 1,757.38	\$ 7,712.61	\$ 750.00		\$ 2,555.00	\$ 2,000.00	\$ 1,250.00 166.67%	
105-50-53-538-54300 <u>Utilities Services</u>		\$ 12,994.31	\$ 21,114.62	\$ 15,000.00	\$ 12,212.01	\$ 12,277.23	\$ 16,000.00	\$ 1,000.00 6.67%	
105-50-53-538-54990 <u>Bank Charges</u>		\$ 6,827.50	\$ 3,971.45			\$ 2,699.74	\$ 1,000.00	\$ 1,000.00	
105-50-53-538-54999 <u>Closing Bank Accounts</u>			\$ 1,000.17			\$ 250.04	\$ -	\$ -	
105-50-53-538-55100 <u>Office Supplies</u>		\$ 7,626.20	\$ 7,158.56	\$ 3,000.00	\$ 100.00	\$ 4,446.19	\$ 500.00	\$ (2,500.00) -83.33%	
105-50-53-538-55400 <u>Books, Publications, Subscriptions</u>		\$ 4,283.31	\$ 4,563.91	\$ 2,700.00		\$ 2,886.81	\$ 2,000.00	\$ (700.00) -25.93%	
105-50-53-538-55500 <u>Training</u>			\$ 90.00	\$ 2,000.00		\$ 522.50	\$ 2,000.00	\$ - 0.00%	
105-50-54-541-55400 <u>Books, Publications, Subscriptions</u>					\$ 325.00	\$ -	\$ -	\$ -	
Sub Totals	\$ -	\$ 91,952.02	\$ 102,900.69	\$ 228,950.00	\$ 13,174.82	\$ 105,950.68	\$ 78,500.00	\$ (150,450.00) -65.71%	
Capital Outlay									
105-50-53-538-56100 <u>Right of Way Deed</u>			\$ 27,000.00			\$ 6,750.00	\$ -	\$ -	
Sub Totals	\$ -	\$ -	\$ 27,000.00	\$ -	\$ -	\$ 6,750.00	\$ -	\$ -	
Debt Service									
105-50-53-538-57101 <u>Principal</u>				\$ 271,000.00	\$ 271,000.00	\$ 67,750.00	\$ 271,000.00	\$ - 0.00%	
105-50-53-538-57200 <u>Loan Payment</u>		\$ 255,000.00				\$ 63,750.00	\$ -	\$ -	
105-50-53-538-57201 <u>Interest Expense</u>		\$ 50,256.69	\$ 70.12	\$ 34,514.00	\$ 34,514.00	\$ 21,210.20	\$ 35,000.00	\$ 486.00 1.41%	
105-50-53-538-57210 <u>Loan Interest Expense</u>		\$ 6,978.49	\$ 21,114.05			\$ 7,023.14	\$ -	\$ -	
105-50-53-538-57220 <u>Capital Leases Principal</u>		\$ 94,010.89				\$ 23,502.72	\$ -	\$ -	
Sub Totals	\$ -	\$ 406,246.07	\$ 21,184.17	\$ 305,514.00	\$ 305,514.00	\$ 183,236.06	\$ 306,000.00	\$ 486.00 0.16%	
Transfers									
105-50-53-538-53891 <u>Transfer from Revenue</u>			\$ 43,024.84			\$ 10,756.21	\$ -	\$ -	
Sub Totals	\$ -	\$ -	\$ 43,024.84	\$ -	\$ -	\$ 10,756.21	\$ -	\$ -	
Total Expenses	\$ -	\$ 1,459,283.00	\$ 1,247,639.15	\$ 1,800,439.00	\$ 1,433,081.54	\$ 1,126,840.29	\$ 2,000,865.00	\$ 200,426.00 11.13%	
NET SURPLUS/(DEFICIT)	\$ -	\$ (47,652.73)	\$ 275,163.38	\$ -	\$ 334,293.33	\$ 56,877.66	\$ -	\$ - 0%	



CAPITAL PROJECTS FUND

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19		Notes
								\$	%	
305 - Capital Improvement Project (C.I.P) Fund										
REVENUES										
Intergovernmental										
305-01-33-337-33700 <u>Local Gov't Unit Grant - Physical Environment</u>							\$ -	\$ -	#DIV/0!	
Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Miscellaneous										
305-01-36-366-36991 <u>Contributions & Donations - Private Sources</u>	\$ 926,941.84	\$ 251,454.00				\$ 294,598.96	\$ -	\$ -	#DIV/0!	
Sub Totals	\$ 926,941.84	\$ 251,454.00	\$ -	\$ -	\$ -	\$ 294,598.96	\$ -	\$ -	#DIV/0!	
Transfers										
305-01-38-381-38100 <u>Transfer from Fund Balance</u>				\$ 220,000.00		\$ 55,000.00	\$ 100,000.00	\$ (120,000.00)	-54.55%	
305-01-38-381-38110 <u>Contribution from General Fund</u>	\$ 311,664.00					\$ 77,916.00	\$ 90,683.00	\$ 90,683.00	#DIV/0!	
305-01-38-381-38111 <u>Contributions from Transportation Fund</u>	\$ 9,874.86			\$ 3,800,000.00		\$ 952,468.72	\$ 200,000.00	\$ (3,600,000.00)	-94.74%	
Sub Totals	\$ 321,538.86	\$ -	\$ -	\$ 4,020,000.00	\$ -	\$ 1,085,384.72	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	
Total Revenues	\$ 1,248,480.70	\$ 251,454.00	\$ -	\$ 4,020,000.00	\$ -	\$ 1,379,983.68	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	
EXPENSES										
Capital Outlay										
305-60-54-541-56120 <u>Surveying Town Roads</u>	\$ 99,561.45	\$ 91,854.05	\$ 95,399.50	\$ 100,000.00		\$ 96,703.75	\$ -	\$ (100,000.00)	-100.00%	
305-60-54-541-56130 <u>Road & Streets - New Construction</u>			\$ 21,282.50	\$ 3,800,000.00	\$ 9,261.25	\$ 955,320.63	\$ 120,683.00	\$ (3,679,317.00)	-96.82%	
305-60-54-541-56140 <u>Construction- Town Roads- Band D Rd.</u>	\$ 873,979.28	\$ 360,577.60		\$ 100,000.00		\$ 333,639.22	\$ 270,000.00	\$ 170,000.00	170.00%	
305-60-54-541-56300 <u>Okeechobee and Drd Traffic Light(Only used in Fy 14)</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-54-541-56400 <u>Drainage</u>	\$ 116,971.60	\$ 14,713.75	\$ 171,598.70		\$ 357,738.89	\$ 75,821.01	\$ -	\$ -	#DIV/0!	
305-60-54-541-56500 <u>Trails</u>	\$ 33,067.00	\$ 8,150.00	\$ 9,350.00	\$ 20,000.00		\$ 17,641.75	\$ -	\$ (20,000.00)	-100.00%	
305-60-54-541-56510 <u>Trails - Town</u>	\$ 29,349.05	\$ 3,250.00	\$ 600.00			\$ 8,299.76	\$ -	\$ -	#DIV/0!	
305-60-54-541-56540 <u>Land Acquisition</u>	\$ 28,893.00	\$ 28,893.00				\$ 14,446.50	\$ -	\$ -	#DIV/0!	
Sub Totals	\$ 1,181,821.38	\$ 507,438.40	\$ 298,230.70	\$ 4,020,000.00	\$ 367,000.14	\$ 1,501,872.62	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	
Transfers										
305-60-54-541-59101 <u>Transfer to Transportation Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-54-541-59405 <u>Transfer to Sanitation Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-58-581-59000 <u>Transfer to Fund Balance</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-58-581-59001 <u>Transfer to General Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-58-581-59101 <u>Transfer to Transportation Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-58-581-59103 <u>Transfer to L.O.S.T Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
305-60-58-581-59405 <u>Transfer to Solid Waste Fund</u>						\$ -	\$ -	\$ -	#DIV/0!	
Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Total Expenses	\$ 1,181,821.38	\$ 507,438.40	\$ 298,230.70	\$ 4,020,000.00	\$ 367,000.14	\$ 1,501,872.62	\$ 390,683.00	\$ (3,629,317.00)	-90.28%	
NET SURPLUS/(DEFICIT)	\$ 66,659.32	\$ (255,984.40)	\$ (298,230.70)	\$ -	\$ (367,000.14)	\$ (121,888.95)	\$ -	\$ -	#DIV/0!	



SOLID WASTE FUND

TOWN OF LOXAHATCHEE GROVES

JULY 23, 2019



TOWN OF LOXAHATCHEE GROVES
Proposed 2019-2020 Fiscal Year Budget (FY20)
FY20 Budget Workbook: Version 1 for Budget Workshop 7/23/19

STATEMENT OF REVENUES & EXPENDITURES BY FUND

Departments, Funds & Descriptions	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Projected	FY 16-19 Average	FY 2020 Proposed	Change FY 20 v FY 19 \$ %	Notes
405 - Solid Waste									
REVENUES									
Assessments									
405-01-32-325-32520 <u>Solid Waste Assessments</u>	\$ 348,030.59	\$ 363,881.15	\$ 374,637.15	\$ 647,100.00	\$ 665,039.73	\$ 433,412.22	\$ 607,500.00	\$ (39,600.00) -6.12%	
405-01-32-325-32522 <u>Discount Fees</u>	\$ (10,872.15)	\$ (11,514.42)	\$ (11,452.76)	\$ (32,355.00)	\$ 32,355.00	\$ (16,548.58)	\$ (30,500.00)	\$ 1,855.00 -5.73%	
Sub Totals	\$ 337,158.44	\$ 352,366.73	\$ 363,184.39	\$ 614,745.00	\$ 697,394.73	\$ 416,863.64	\$ 577,000.00	\$ (37,745.00) -6.14%	
Intergovernmental									
405-01-33-331-33134 <u>FEMA</u>		\$ 54,350.50			\$ 102,536.16	\$ 13,587.63	\$ -	\$ - #DIV/0!	
405-01-34-343-34300 <u>SWA Recycling Income</u>	\$ 1,811.98	\$ 5,146.57	\$ 1,322.38	\$ 5,000.00	\$ 2,407.45	\$ 3,320.23	\$ 2,500.00	\$ (2,500.00) -50.00%	
Sub Totals	\$ 1,811.98	\$ 59,497.07	\$ 1,322.38	\$ 5,000.00	\$ 104,943.61	\$ 16,907.86	\$ 2,500.00	\$ (2,500.00) -50.00%	
Investment Income									
405-01-36-361-36110 <u>Interest</u>	\$ 649.92	\$ 322.15	\$ 363.05	\$ 100.00	\$ 676.03	\$ 358.78	\$ 500.00	\$ 400.00 400.00%	
Sub Totals	\$ 649.92	\$ 322.15	\$ 363.05	\$ 100.00	\$ 676.03	\$ 358.78	\$ 500.00	\$ 400.00 400.00%	
Transfers									
405-01-38-381-38100 <u>Transfer from Fund Balance</u>						\$ -	\$ -	\$ - #DIV/0!	
405-01-38-381-38110 <u>Contribution from General Fund</u>	\$ 94,497.47	\$ 12,859.53				\$ 26,839.25	\$ -	\$ - #DIV/0!	
405-01-38-381-38135 <u>Transfer from CIP Fund</u>						\$ -	\$ -	\$ - #DIV/0!	
Sub Totals	\$ 94,497.47	\$ 12,859.53	\$ -	\$ -	\$ -	\$ 26,839.25	\$ -	\$ - #DIV/0!	
Total Revenues	\$ 434,117.81	\$ 425,045.48	\$ 364,869.82	\$ 619,845.00	\$ 803,014.37	\$ 460,969.53	\$ 580,000.00	\$ (39,845.00) -6.43%	
EXPENSES									
Solid Waste Collection									
405-70-53-534-53401 <u>Contractual Waste Oversight</u>	\$ 428,640.00					\$ 107,160.00	\$ -	\$ - #DIV/0!	
405-70-53-534-53409 <u>Other Sanitation Service</u>	\$ 148.00	\$ 83,342.86	\$ 371,939.10	\$ 5,005.00	\$ 14,904.95	\$ 115,108.74	\$ 20,000.00	\$ 14,995.00 299.60%	
405-70-53-534-53440 <u>Other Services - Solid Waste Contractor</u>		\$ 465,481.76	\$ 394,630.13	\$ 534,630.00	\$ 534,630.00	\$ 348,685.47	\$ 535,000.00	\$ 370.00 0.07%	
Sub Totals	\$ 428,788.00	\$ 548,824.62	\$ 766,569.23	\$ 539,635.00	\$ 549,534.95	\$ 570,954.21	\$ 555,000.00	\$ 15,365.00 2.85%	
Non-departmental									
405-70-53-534-53480 <u>PBC Admin Fee 1%</u>	\$ 5,143.20	\$ 3,715.47	\$ 4,269.16	\$ 6,759.00	\$ 8,255.00	\$ 4,971.71	\$ 6,750.00	\$ (9.00) -0.13%	
405-70-53-534-54200 <u>Postage and Freight</u>	\$ 983.50	\$ 25.00	\$ 25.00	\$ 1,000.00		\$ 508.38	\$ 1,000.00	\$ - 0.00%	
405-70-53-534-54960 <u>Other Services - Legal Advertising</u>	\$ 700.00	\$ 700.00		\$ 500.00		\$ 475.00	\$ 500.00	\$ - 0.00%	
405-70-53-538-55200 <u>Operating Supplies</u>				\$ 55,000.00		\$ 13,750.00	\$ -	\$ (55,000.00) -100.00%	
Sub Totals	\$ 6,826.70	\$ 4,440.47	\$ 4,294.16	\$ 63,259.00	\$ 8,255.00	\$ 19,705.08	\$ 8,250.00	\$ (55,009.00) -86.96%	
Contingency									
405-70-53-534-59990 <u>Contingency</u>				\$ 16,951.00		\$ 4,237.75	\$ 16,750.00	\$ (201.00) -1.19%	
Sub Totals	\$ -	\$ -	\$ -	\$ 16,951.00	\$ -	\$ 4,237.75	\$ 16,750.00	\$ (201.00) -1.19%	
Transfers									
405-70-58-581-59000 <u>Transfer to Fund Balance</u>						\$ -	\$ -	\$ - #DIV/0!	
405-70-58-581-59001 <u>Transfer to General Fund</u>						\$ -	\$ -	\$ - #DIV/0!	
405-70-58-581-59101 <u>Transfer to Transportation Fund</u>						\$ -	\$ -	\$ - #DIV/0!	
405-70-58-581-59103 <u>Transfer to L.O.S.T Fund</u>						\$ -	\$ -	\$ - #DIV/0!	
405-70-58-581-59305 <u>Transfer to C.I.P Fund</u>						\$ -	\$ -	\$ - #DIV/0!	
Sub Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - #DIV/0!	
Total Expenses	\$ 435,614.70	\$ 553,265.09	\$ 770,863.39	\$ 619,845.00	\$ 557,789.95	\$ 594,897.05	\$ 580,000.00	\$ (39,845.00) -6.43%	
NET SURPLUS/(DEFICIT)	\$ (1,496.89)	\$ (128,219.61)	\$ (405,993.57)	\$ -	\$ 245,224.42	\$ (133,927.52)	\$ -	\$ - #DIV/0!	