



TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL REGULAR MEETING AGENDA  
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470  
Tuesday, March 05, 2024

Community Conversation shall begin at 6:00 PM  
Council Meeting shall begin at 6:30 PM

TOWN COUNCIL

Mayor

Laura Danowski - Seat 2

Vice Mayor

Robert Shorr - Seat 4

Council Members

Phillis Maniglia - Seat 1

Marianne Miles - Seat 3

Margaret Herzog - Seat 5

TOWN ADMINISTRATION

Town Manager

Francine L. Ramaglia

Acting Town Clerk

Services provided by The Valiant Management Team, LLC

Public Works Director

Richard Gallant

Town Attorney

Elizabeth Lenihan

Torcivia, Donlon, Goddeau & Rubin, P.A.

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The public is encouraged to visit the Town's website, [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov), for up-to-date information regarding the meeting.

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**ADA NOTICE**

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 five (5) business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

**PUBLIC MEETING INFORMATION**

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

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Pursuant to Section 120-020 of the Town's Unified Land Development Code, ex-parte communications regarding these items are prohibited and may provide a basis to deny an application. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. An unsworn comment will be given its appropriate weight by the Town Council.

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

Consent Agenda: 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.

Comment Cards: Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill it out completely with your full name and address so that your comments can be entered correctly in the minutes and given to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comments.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

AGENDA APPROVAL - ADDITIONS, DELETIONS AND MODIFICATIONS:

FOLLOW-UP ON PUBLIC COMMENTS FROM PREVIOUS MEETING:

(Addressed in Public Works report this week)

PUBLIC AUDIENCE:

Comments from the Public on Non-Agenda Items

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 5:00 PM on the day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are live-streamed and close-captioned for the general public via our website, instructions are posted there.

ANNOUNCEMENTS, COMMUNITY/SPECIAL EVENTS AND PRESENTATIONS:

1. Presentation of Annual Report: District 28—PBC Fire Rescue Battalion Chief
2. Presentation of Quarterly Reports:
  - Finance – Munitytics

CONSENT AGENDA:

3. PROPOSED RESOLUTION NO. 2024-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA RATIFYING THE CONTRACT FOR EMERGENCY CANAL BANK STABILIZATION WITH WBI CONTRACTING OF PALM BEACH, INC., AND PROVIDING EFFECTIVE DATE.

## 4. PROPOSED RESOLUTION NO. 2024-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF LARGE 9” to 24” RIP RAP RUBBLE ROCK FROM MURRAY LOGAN CONSTRUCTION, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

## 5. PROPOSED RESOLUTION NO. 2024-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF TREE REMOVAL SERVICES FROM KIEL TREE SERVICE INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING:

## 6. PROPOSED ORDINANCE NO. 2024-02 – FIRST READING

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE 2023-04; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

REGULAR AGENDA:

## 7. PROPOSED RESOLUTION NO. 2024-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT TO THE BOARD OF TRUSTEES OF THE FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.

DISCUSSION ITEMS:

## 8. Discussion Regarding Roadway and Drainage Update.

9. Updates and Items of Interest

REPORTS BY THE TOWN ADMINISTRATION:

- Town Manager
- Town Attorney
- Town Clerk
- Public Works Director

STATEMENTS BY THE TOWN COUNCIL:

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

ADJOURNMENT:

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 1**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: March 5, 2024**  
**SUBJECT: Presentation of 2023 Annual Report from District 28—PBC Fire Rescue Battalion Chief**

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**Background:**

Attached is the Palm Beach County Fire Rescue Town of Loxahatchee Groves Annual Report for FY23 which will be presented by Fire Rescue.

**Recommendation:**

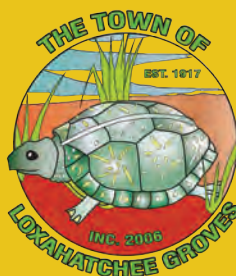
Discuss, receive, and file.

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# PALM BEACH COUNTY FIRE RESCUE TOWN OF LOXAHATCHEE GROVES ANNUAL REPORT



OCTOBER 1, 2022 – SEPTEMBER 30, 2023

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# MISSION, VISION & CORE VALUES



## MISSION

We are committed to providing safe and secure communities by mitigating all hazards through excellence in public service.

## VISION

Excellence Today. Improving Tomorrow.

## CORE VALUES:



### INTEGRITY

Possessing a strong moral character to be trusted to do the right thing even when no one is watching.



### UNITY

Recognizing the value that inclusivity holds and how it produces effective teamwork through the coming together as one.



### COMPASSION

The will and action of helping others with empathy, dignity, and understanding.



### ACCOUNTABILITY

The obligation to account for your actions, accept responsibility, and operate with transparency.

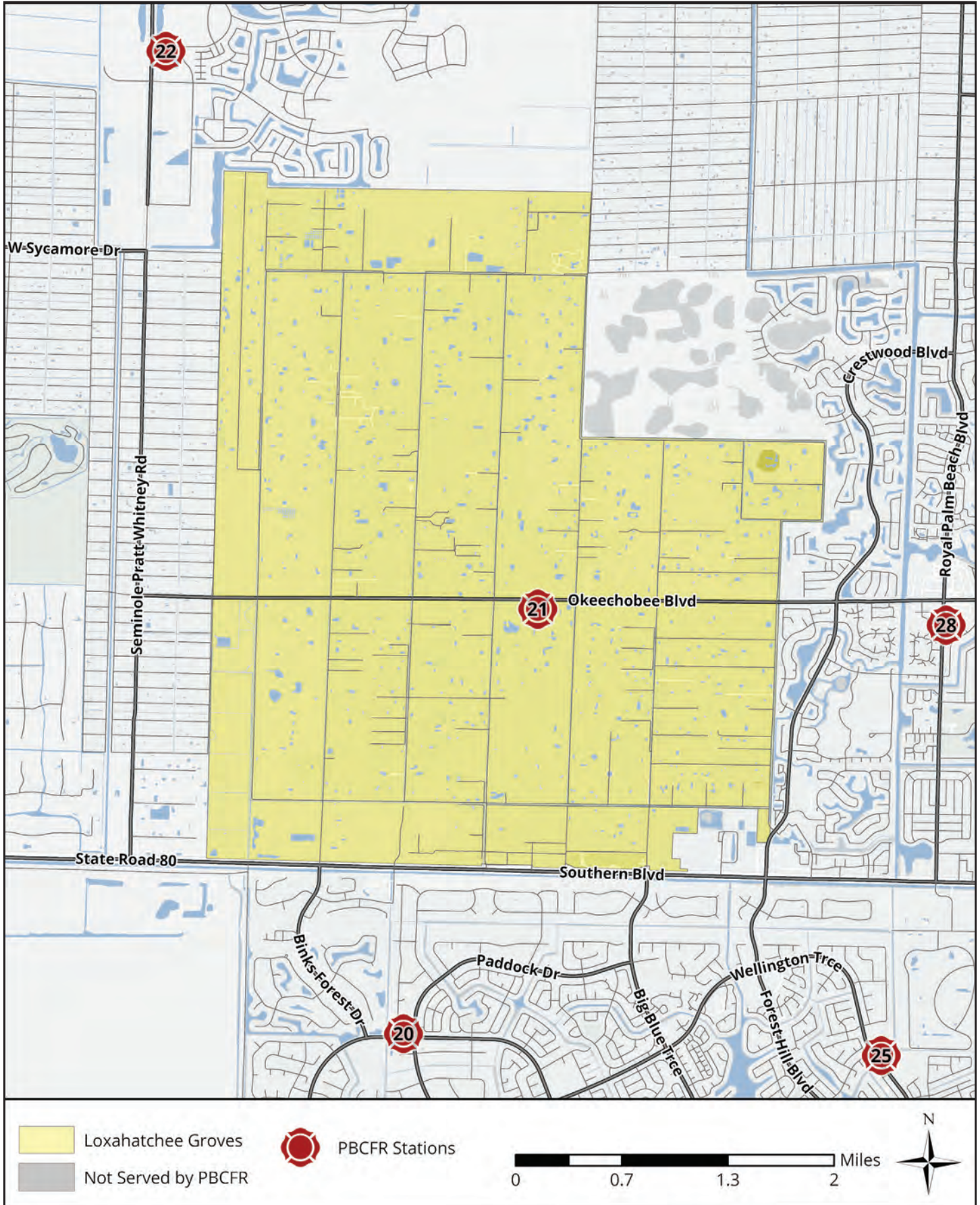


### DEDICATION

A continuous commitment to exceptional service to the community and each other.

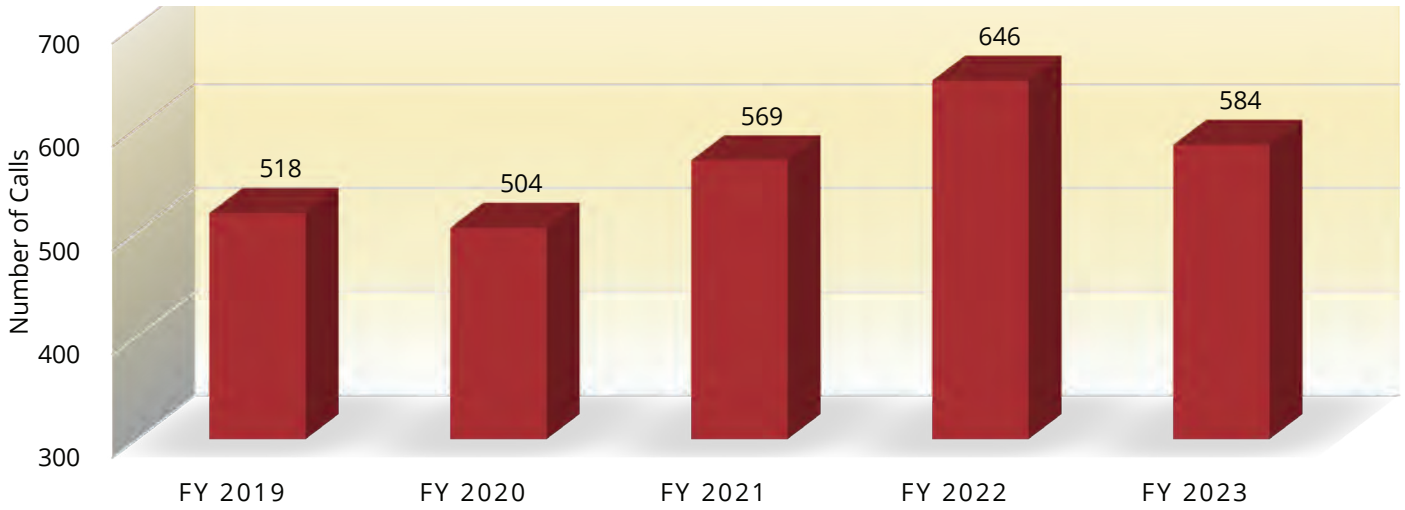


# LOXAHATCHEE GROVES SERVICE AREA

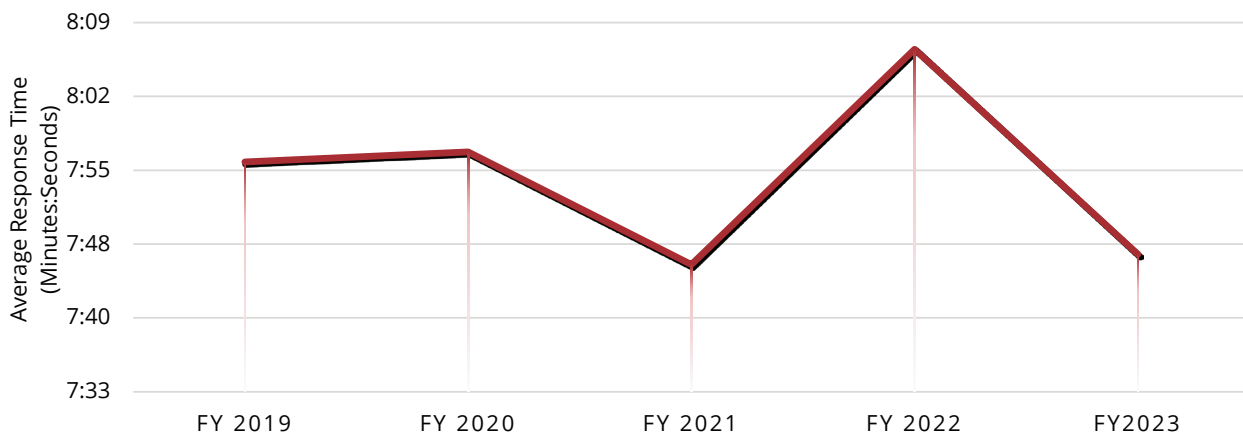


# LOXAHATCHEE GROVES FY 2023 CALL ACTIVITY

## TOTAL NUMBER OF CALLS

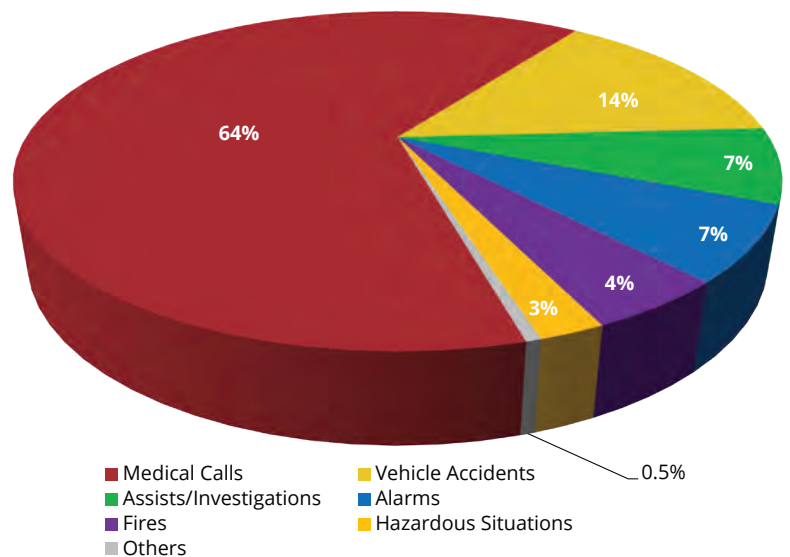


## AVERAGE RESPONSE TIME



## CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	374
Vehicle Accidents	83
Assists/Investigations	42
Alarms	41
Fires	28
Hazardous Situations	13
Others	3
<b>Total</b>	<b>584</b>



# STATIONS • APPARATUS • STAFFING

The Town of Loxahatchee Groves is primarily served by Station 21. The service area is part of a regional system and is immediately backed up by surrounding stations with resources and equipment.

## PRIMARY RESOURCES ASSIGNED TO THE TOWN OF LOXAHATCHEE GROVES

STATION	APPARATUS	STAFFING (number of personnel)
<b>Station 21</b> 14200 Okeechobee Blvd. West Palm Beach, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

## ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
<b>Station 20</b> 1000 Greenview Shores Blvd. Wellington, FL 33414	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
<b>Station 28</b> 1040 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411	ALS Rescue (1)	3
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	District Chief Command (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

# STATIONS & APPARATUS

## STATION 21



Rescue 21



Engine 21



Brush 21



# COMMUNITY INVOLVEMENT

## Firefighters for a Day

Local lawmakers got a taste of what it's like to be a "Firefighter for a Day" at PBCFR's Headquarters Complex. They donned bunker gear and were escorted through three hands-on learning exercises by members of the Special Operations Team on how to maneuver hoses to put out a real fire, using extrication tools to cut open a vehicle, and how to conduct search and rescue to find victims in a building.



## Muscular Dystrophy Association Boot Drive



PBCFR and Local 2928 have been proud partners with the Muscular Dystrophy Association (MDA) for over 36 years. Through this partnership, hundreds and thousands of dollars have been donated to assist in transforming the lives of people with muscular dystrophy, ALS (Lou Gehrig's disease), and related neuromuscular diseases. Over Labor Day weekend, crews were stationed at local grocery stores throughout Palm Beach County and petitioned the public to "Fill the Boot" for MDA, collecting a grand total of \$106,550. The A-shift crew at Station 57 raised an outstanding \$2,393, the most in a single day. The funds will support children attending MDA summer camp, helping them achieve milestones that years ago seemed unattainable. This fundraiser is personal for PBCFR, as Logan, the child of a PBCFR Firefighter is affected by Muscular Dystrophy. Here at PBCFR we are #LOGANSTRONG.

## All Star Kids Learning Center Station 26 Visit

The children and teachers from All Star Kids Early Learning Center in Loxahatchee Groves visited PBCFR's Station 26 in February. They got a tour of the station including the living quarters. They also learned about the equipment that firefighters use and received some great safety tips.





# EMPLOYEE RECOGNITION & AWARDS

## Fire and Life Safety Educator of the Year

Community Education Supervisor Elyse Weintraub-Brown was named the 2023 Fire and Life Safety Educator of the Year at the Florida Fire Marshals and Inspectors Association Conference. She and her team have educated millions with their nationally televised safety demonstrations and have set the standard for providing multi-lingual safety information.



## Florida Fire Marshal of the Year

Assistant Fire Marshal (AFM) Chris Henry was presented with the 2022 Florida Fire Marshal of the Year award by the Florida State Fire Marshal in Tallahassee at the annual Fire Service Awards recognition event. AFM Henry was nominated for his efforts in streamlining PBCFR's Community Risk Reduction Division (CRRD) and improving communications with Operations. Over the past year, AFM Henry has worked to develop and publish step-by-step guidelines for CRRD employees and designed new detailed task books for new hires resulting in procedural consistency. AFM Henry also created a food truck safety program that has been implemented by the county.



## PBC EMS Providers Association Awards

The Palm Beach County EMS Provider Association recognized FF/PMs from departments throughout the county for their exemplary work ethic, dedication, and many contributions to the field of emergency medical services. Recognized from PBCFR: Lt. Bradlee Doerzbacher, Captain John Prince, Lieutenant Chris Lowe, Lt. Jose Santos, the ALS Team; and Lt. Doerzbacher also received the "Exceptional Service and Commitment to EMS" award for his support and involvement with the Center for Autism and Related Disorders.



# EMPLOYEE COMPETITIONS

*PBCFR employees participate in various competitions throughout the year.*

## ALS Team Competitions

The Advanced Life Support Team (ALS) competed in the Bernie Tillson Memorial EMS Challenge in November 2022. After two days of multiple complex scenarios, competing against talented teams from across the state, the team took home 1st place. Also, in November, the ALS Team competed for the 2022 Florida Cup. There was a tie between PBCFR and Davie Fire Rescue. The tie-breaker was the team with the most first-place results throughout the year. PBCFR had the most wins, resulting in winning the Florida Cup a second time.

On January 20th, 2023, the ALS Team won 3rd place at the Florida Fire Chief's Association (FFCA) ALS Competition in Daytona Beach. The simulated scenarios with live actors and realistic manikins tested their emergency medical skills.

PBCFR's ALS Team's success inspired the Palm Beach County Board of County Commissioners to proclaim March 14, 2023 as "Palm Beach County Fire Rescue Advanced Life Support Team Day." Congratulations to Lt. Ivonne Garcia (Team Captain), Lt. Daniel McAndrews, Lt. Michael Redmond, FF/PM Nick Byrd, and Glenn Jordan (Team Trainer/Coach and retired Trauma Hawk RN).



## Second Annual Florida Invitational

In November 2022, the PBCFR Punishers (the vehicle extrication competition team) won 1st place in the Medical Technician, Incident Command, and Overall categories in the second annual Florida Invitational! This event was held at Miami Dade Fire Rescue's Training Facility.



### Toughest Two Minutes in Sports by ESPN



Several of PBCFR’s firefighters participated in the Firefighter Challenge called the “Toughest 2 Minutes in Sports” by ESPN. In this challenge, firefighters compete to test their strength, speed, and endurance through an obstacle course while wearing full firefighting gear. In less than two minutes, they hit the finish line after completing all of the following: a five-story tower climb with a 42-pound hose pack, a hose hoist, using a Kaiser forcible entry machine, obstacle run, hose drag, and a 180-pound “victim” drag. Some of PBCFR’s participants came home with 1st place wins, gold and/or silver medals, and many more accolades.

### FDIC Firefighter Challenge

PBCFR firefighters navigated challenging obstacle courses for three days at the Fire Department Instructor’s Conference (FDIC) Firefighter Challenge in Indianapolis and brought home several medals. FF/PM Mackenzie Briggs and FF/PM Aaron Piering, won 1st place in the 40-49 year old male tandem race and 4th place in the fire department relay. Briggs won 3rd place overall. Lt. Jessie Gomez, FF/PM Chris Sheehan, and Lt. Jason Frisbie finished strong in their competitions.



### North American Vehicle Rescue Association Competition

In May 2023, PBCFR Firefighters attended the North American Vehicle Rescue Association (NAVRA) Competition and Rapid Intervention Crew/Team (RIC/RIT) competitions put on by Palm Beach State College in Lake Worth



Beach. Accomplished by simulating past real-life, high-pressure scenarios, NAVRA promotes the use of best practices which better prepares rescuers to reduce mortality and injuries caused by motor vehicle accidents across North America and the world. The PBCFR Punishers Extrication Team won 1st place in these categories:

- Overall Top Team
- Complex Scenario
- Limited Scenario
- Command
- Technical
- Medical



# OPERATIONS

*The Operations Division is responsible for providing emergency services to the community. Operations is the largest division of PBCFR and is divided geographically into eight Battalions. PBCFR operates 49 fire stations throughout the county, with minimum daily staffing of 331 personnel on duty at all times. PBCFR is an “all-hazards” department capable of responding to everything from a minor medical call to a regional natural disaster.*

*All personnel are cross-trained in firefighting and emergency medical services, ensuring efficient fire suppression delivery, technical rescue, vehicle extrication, and emergency medical care.*

## Personal Rescue Watercraft

Four Personal Rescue Watercrafts (PRWC) are available to assist land-based crews during incidents such as drownings and other open water emergencies. These units are strategically stationed at the busiest inlets in Palm Beach County; two PRWCs are assigned to Station 18 (near Jupiter Inlet) and two at Station 37 in Lantana (near Boynton Beach Inlet). PBCFR prepares personnel to be proficient PRWC operators and skilled rescue swimmers during intense training taught in and on the water.

## Trauma Hawk – Air Rescue

In partnership with the Palm Beach County Health Care District, PBCFR paramedics and flight nurses rapidly transport ill and injured patients from the scene of an incident or transport critical patients from one facility to another to reduce travel time and increase survival rates. Critical patients may be transported by one of two Trauma Hawk helicopters which can accommodate two patients at a time. Palm Beach County is home to two Level 1 Trauma Centers. A Level 1 Trauma Center is capable of providing total care for every aspect of injury - from prevention through rehabilitation.

## Aircraft Rescue & Firefighting

PBCFR provides Aircraft Rescue and Firefighting (ARFF) and EMS services for Palm Beach International Airport (PBIA) from Station 81. During the past fiscal year, PBIA’s number of passengers was over 7.5 million. The crews at Station 81 are trained for emergencies in the airport terminals, airfield, and both commercial and general aviation aircraft. This station is equipped with four specialized vehicles, also known as “Crash Trucks” or “Dragons,” capable of delivering high volumes of water and foam in an emergency landing of an aircraft.



## SPECIAL OPERATIONS

*PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, that respond to emergencies throughout Palm Beach County. Special Operations technicians receive continual training to maintain readiness in several specialized disciplines.*

### Hazardous Materials Response

PBCFR's two HAZMAT Teams are skilled in the detection and mitigation of chemical, biological, radiological, nuclear, explosive (CBRNE) emergencies and accidental releases. PBCFR's HAZMAT team members acquire expertise and complete training that exceeds the National Fire Protection Association (NFPA), FEMA, and the State Specialized Emergency Response Program's standards. PBCFR maintains high levels of safety on HAZMAT incidents by utilizing up-to-date equipment and training.



### Confined Space, High Angle, Structural Collapse, Advanced Automobile Extrication, and Technical Rescue

PBCFR's two Technical Rescue Teams (TRT) are comprised of 80 members, highly-skilled in response to major vehicle accidents, high angle rescue with rope equipment, confined space rescue, structural collapse, and trench rescue. Each member has achieved the designation of "Rescue Specialist" by completing rigorous training required by Florida's State Fire Marshal's Office. Additionally, PBCFR's TRT has completed necessary training and equipment acquisition to meet the standards to qualify as a State Urban Search and Rescue (USAR) team. USAR Teams can be deployed throughout the state of Florida to assist in mitigation of all types of disasters, such as building collapses and hurricanes.



### Dark Water Dive Rescue

PBCFR maintains four dive teams skilled in underwater rescue, capable of responding during extreme conditions such as zero visibility and night dives. Dive teams are equipped with dry suits and advanced communication systems to facilitate quick and safe rescues. PBCFR divers are trained to the highest nationally recognized levels and capable of deploying quickly underwater within minutes.



### Explosive Ordnance Disposal (EOD)

PBCFR works closely with the Palm Beach Sheriff's Office (PBSO) EOD (Bomb Squad) to mitigate potentially explosive or unknown package emergencies. Several of PBCFR's Special Operations teams deploy along with EOD to provide EMS, detection and research of unknown substances. A Rapid Intervention team is also deployed to rescue Bomb Squad technicians if necessary.

### Large Animal Rescue

PBCFR's Special Operations teams are capable of rescuing animals of any size, including horses, large dogs, and farm animals. With the proper equipment and training, PBCFR's Special Operations teams can rescue animals from water bodies, mud, or other situations. They can also initiate necessary medical treatment until a veterinarian arrives.

## MEDICAL SERVICES

*The Medical Services Division oversees all medical care, emergency medical training, and Mobile Integrated Healthcare services for Palm Beach County Fire Rescue.*

The Medical Services Division ensures personnel are trained and prepared to provide exceptional prehospital care and treatment. PBCFR responds to all emergency incidents, ranging from medical calls to traumatic injuries.

The Division collaborates with healthcare experts at the local, state, and national levels to develop innovative, evidence-based medical protocols. Continuous research and evaluation of new medical equipment allow the Division to implement protocols and procedures, which enhances patient care.

### Medical Directors

To ensure the highest level of care for our citizens, PBCFR has a team of nine Medical Directors who actively participate in training, continuing education, and the advancement of PBCFR's Paramedics and Emergency Medical Technicians (EMTs). These experienced professionals work alongside paramedics and EMTs, responding to emergency calls in the field on a weekly basis. By incorporating evidence-based practices, their vast knowledge and expertise contribute to maintaining exceptional standards in pre-hospital patient care.

### Training and Education

The ongoing development of PBCFR personnel remains a priority of the organization, enabling the achievement and maintenance of the highest levels of patient care. In FY 2023, the Medical Services Division provided EMS training for 72 recruits and hosted two paramedic development courses, transforming 52 state or nationally-certified paramedics into highly trained PBCFR paramedics.

### EMS World Expo 2023

The Medical Services Division presented at the EMS World Expo, which is the largest EMS-dedicated event in the world with over 50 countries represented and over 300 exhibitors. The Medical Services team presented on the use of Whole Blood in a prehospital setting, "Pediatric Pit Crew CPR," and "Implementing Change in your Department." They were also featured on two podcasts and were teamed up with Miami-Dade Fire Rescue to earn 1st, 2nd, and 4th place in an EMS Skills competition that had 35 teams.



# MEDICAL EQUIPMENT & ADDITIONAL AIDS

The Medical Services Division prioritizes innovation through continuous research and evaluation of cutting-edge medical equipment. This approach empowers the Division to implement protocols and procedures that enhance patient care. Utilizing specialized equipment ensures the delivery of life-saving interventions, particularly for cardiac patients.

## Specialized Equipment:



### LIFEPAK 15

The LIFEPAK 15 monitor and defibrillator offers advanced support to patients experiencing cardiac arrest by delivering electrical energy to the heart, shown to improve defibrillation and restore a normal heart rate. PBCFR has prioritized equipping all engines and rescues with the LIFEPAK 15.



### LUCAS 3

The LUCAS 3 is a mechanical chest compression device that assists in delivering high quality, guideline-consistent chest compressions to sudden cardiac arrest patients. The device was designed for use in the field, en route, and in a hospital. PBCFR has prioritized equipping all engines and rescues with a LUCAS 3 device.



### ULTRASOUND

The ultrasound device is a solution that supports high-resolution imaging of the abdomen, cardiac function, lungs, OB/GYN function, and focused assessment with sonography in trauma. All PBCFR EMS Captain vehicles carry an ultrasound device, which is compatible with smart mobile devices.



## Additional Aids:

### Sensory Kits

All PBCFR rescue units carry "Comfort Kits," designed to lessen anxiety and fear in children experiencing sensory overload during a medical emergency. Each kit includes a clear backpack for easy visualization, noise-canceling headphones to reduce auditory stimulation, fidget spinners to keep busy fingers occupied, and squeezable objects to provide comforting distractions.

### Digital Communication Cards

Digital communication cards are loaded on tablets and cell phones used by PBCFR paramedics. These cards consist of pictures and graphics that enable patients to convey emotions and thoughts when verbal communication is not possible.



# LOXAHATCHEE EMS CALL STATISTICS FY 2023

Specific incidences involving strokes, heart attacks, septic shock, or trauma are categorized as an "Alert." Unique criterion defines and classifies different alert types. When a patient meets alert criteria, trained personnel rapidly treat and expedite transport. While in transit, the receiving emergency care facility is notified of an alert via radio; this allows emergency care providers to prepare for receiving a critical patient.

- Trauma Alert - Rapid recognition and notification of severe, potentially life-threatening traumatic injury.
- STEMI Alert - Specific criteria indicate a patient suffering from a heart attack or STEMI (ST-Elevation Myocardial Infarction).
- Sepsis Alert - Signs and symptoms identified consistent with septic shock, a life-threatening condition caused by a severe infection.
- Stroke Alert - Rapid onset of signs and symptoms associated with hemorrhagic strokes (brain-bleeds) and ischemic strokes (vessel occlusion in the brain) identified.



**712**  
**Cardiac**  
**Arrest Cases**  
**County-Wide**

**28.3%**  
*of cardiac arrest cases County-wide regained a heartbeat*  
**\*Florida State average: 23.5%**

*\* Florida Department of Health*

**12.2%**  
*of cardiac arrest cases County-wide were discharged from the hospital alive (87 patients)*

*\* The Cardiac Arrest Registry to Enhance Survival (CARES) average is 8.3%*



# WHOLE BLOOD TRANSFUSION PROGRAM

The Whole Blood Transfusion Program was implemented in July 2022 to improve the survival rate of bleeding patients. This program resulted from four years of collaborative efforts with local trauma centers and partners, including thorough logistical planning, developing a comprehensive training program, and ensuring the ethical and legal aspects of the process. PBCFR is one of the few agencies nationwide and the sole agency in Palm Beach County capable of delivering this advanced level of service. Research shows two critical actions can improve the survival odds of a bleeding trauma patient – 1. Stop the bleeding 2. Replace lost blood. Based on the latest peer-reviewed medical research and with the support of Palm Beach County leadership, PBCFR recently introduced Tranexamic Acid (TXA) into the protocol, complementing the whole blood transfusion for massive hemorrhage, which helps to reduce blood loss. Since October 1, 2022, PBCFR has provided 64 whole blood transfusions.



## Whole Blood Transfusion Program Awards

During fiscal year 2023, PBCFR received several accolades for the Whole Blood Program and published a paper titled “The Implementation of a Prehospital Whole Blood Transfusion Program and Early Results” in the National Library of Medicine. PBCFR received the Community Organization Hero Award through the Heroes in Medicine program by the Palm Beach County Medical Society.

The National Association of Counties selected PBCFR as the winner of the 2023 Achievement Award.



# MOBILE INTEGRATED HEALTHCARE

*PBCFR's Mobile Integrated Healthcare (MIH) program enhances the EMS approach by assisting patients with social services and medical needs after their 911 call. The MIH Team consists of paramedics and medical social workers who support patients and families by empowering them with the proper means to improve their health and wellness. MIH programs include:*

## High Frequency Utilizer & Chronic Disease Management

Ensures patients receive the care and resources needed to reduce reliance on EMS and enhance their safety, wellness, and quality of life. It provides patients who live with a chronic disease the provision of care coordination, health education, and disease management strategies while supporting the patient adjusting to their health issues.

## Addiction

Patients who have recently experienced an addiction-related 911 call and are living with an alcohol or substance use disorder are offered education and connections to either harm-reduction or recovery programs.

## Pregnancy Outreach

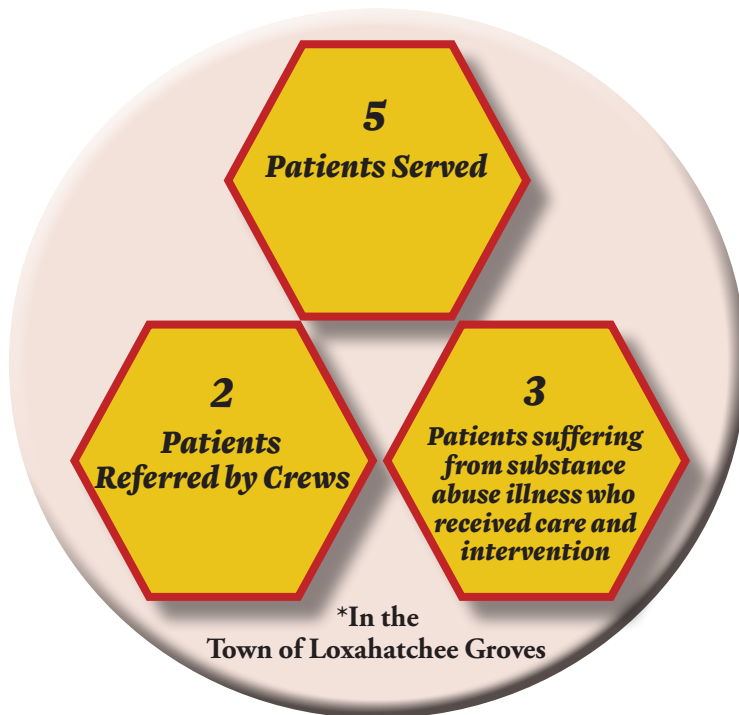
Connects pregnant teens and women to prenatal care and pregnancy/childbirth resources.

## Cardiac Arrest Survivor Outreach

Provides cardiac arrest survivors and family with emotional support and other resources. Patients are also provided an opportunity to reunite with the EMS crew who cared for them.

## Pediatric and Adult Grief Support

Connects families to grief support and other resources after a loss.



# PATIENT SATISFACTION SURVEY

PBCFR is determined to provide the highest level of service along with excellent patient care to the communities served. This is why PBCFR launched a customer service initiative. PBCFR collaborated with Baldrige Group, a performance excellence consulting firm that specializes in administering community surveys on behalf of EMS and Fire Rescue agencies. In FY 2023, PBCFR asked their patients several questions about the care provided by PBCFR and below are the results.

## LOXAHATCHEE GROVES SURVEY RESULTS OCTOBER 2022 - SEPTEMBER 2023



Percentages are calculated from five respondents.

The results of this survey continue to affirm the excellent level of service that the men and women of PBCFR provide daily to the citizens and visitors of Palm Beach County.

# 97.8%

**OVERALL  
SATISFACTION**

## VEHICLE ACCIDENTS

### Town of Loxahatchee Groves

PBCFR responded to 83 vehicle accidents within the Town of Loxahatchee Groves during FY 2023, 14% of the total calls dispatched. Accidents that occur on interstates and highways are often more severe than those that occur on roads with lower speed limits and require additional units to respond. They require an additional engine to protect first responders by blocking traffic and many require extrication equipment. Vehicle extrication is the process of removing a vehicle from around a person who has been involved in a motor vehicle collision when conventional means of exit are impossible or inadvisable. Extrication must be approached delicately to minimize injury to the victim. PBCFR equips every engine and aerial truck with the hydraulic rescue tools required to safely extricate patients.



Several unique hydraulic rescue tools are often collectively referred to as the "Jaws of Life." Each tool is designed to complete a specific function such as spreading, cutting, pushing, pulling, lifting, or stabilizing. Hydraulic rescue tools use pressurized fluid for high-power operation, force that enables them to manipulate the durable engineered metal alloys vehicles are built with. Stabilization equipment keeps heavy vehicles from moving and rolling. PBCFR's pneumatic stabilizing struts can support over 20,000 pounds each and lift up to 10 tons.



# FIRES

## Town of Loxahatchee Groves

During FY 2023, PBCFR dispatched crews to 28 fires in the Town of Loxahatchee Groves. This includes structure fires, vehicle or boat fires, brush fires, and trash fires. Structure fires are located inside a building and can be categorized as high-rise, commercial, apartment, or residential. These types of fires have the most potential to threaten life safety and can result in significant property loss. PBCFR is prepared to respond to each type of structure fire call with adequate personnel and equipment to mitigate damage as quickly as possible. Therefore, a working structure fire receives a minimum of ten units and 24 personnel. PBCFR enforces strict adherence to the NFPA 1 and 101 fire prevention code and use of smoke detectors, minimizing human casualties and property loss. PBCFR also administers an outreach program that offers smoke detector installation in homes of those who are unable due to physical or monetary needs.

PBCFR WORKING STRUCTURE FIRE RESPONSE	
UNITS DISPATCHED	NUMBER OF PERSONNEL
3 ALS Engines	9
3 ALS Rescues	9
1 ALS Aerial	3
1 EMS Captain	1
1 Battalion Chief	1
1 District Chief	1
<b>10 Total Units</b>	<b>24</b>



# TRAINING & SAFETY

*The Training and Safety Division provides various instructional opportunities throughout the year to meet the needs of PBCFR personnel. This includes training for newly hired employees attending the Recruit Academy, and for current operational employees.*

Operational employees maintain their required technical certifications through the Training Division. The Division offers classes for personnel at fire stations and the Chief Herman W. Brice Fire Rescue Complex. The Division also distributes safety alerts and training modules online, to ensure that PBCFR personnel receive essential information promptly.

The Training Division processes requests from operational personnel who wish to pursue an Associate's or Bachelor's degree at local colleges and state universities. Four Officer Development Academies were held during FY 2023 for Battalion Chief, EMS Captain, Captain, and Lieutenants. The Division also hosted a department-wide Officer's Forum on mental health for 349 officers.



## Training Classes Offered

- National Fire Protection Association (NFPA) 1/101 Update
- Incident Command Systems for Expanding Incidents
- All-Hazards Incident Management Team
- Special Operations Candidate School
- Statewide Emergency Response Plan
- Advanced Cardiac Life Support/CPR
- Pediatric Advanced Life Support
- Tactical Emergency Casualty Care (TECC)
- Florida Urban Search & Rescue classes
  - Structural Collapse
  - Confined Space
  - Trench
  - Rope Rescue
  - Vehicle Machinery Rescue (VMR)
- Florida Fire Inspector Series I
- Live Fire Training Instructor (LFTI)
- Florida Fire Officer Series I
- Florida Fire Officer Series II
- FEMA Strike Team Leader
- Search Culture
- LP Gas Emergencies
- Tesla Electric Vehicle Training
- Elevator Emergencies
- Driver Candidate School
  - Refresher Driver School
  - Emergency Vehicle
- Division of Forestry
- Aerial Operations
  - 100' aerial program
- Dive Rescue
  - Open Water Dive
  - Advanced Water Dive
  - Emergency Response Diver

# RECRUIT ACADEMY

One of the essential responsibilities of the Training Division is to provide the initial orientation and training for new recruit firefighters. Each recruit must complete a rigorous 12-14 week program covering fire training, emergency medical services training, physical training, and vehicle machinery rescue training. During FY 2023, recruit classes 86, 87, and 88 were held, in which a total of 81 recruits graduated and began their career at PBCFR. The Probationary Development Coordinator evaluates all probationary firefighters at six and eleven months ensuring skills learned in the recruit academy are retained throughout their first year of employment.



## Class 86



## Class 87



## Class 88



# SUPPORT SERVICES

## Fleet Maintenance

The Fleet Maintenance team provides support to ensure emergency operation vehicles are ready to respond at a moment's notice, which is crucial to PBCFR's daily operations. The fleet team is staffed with certified Emergency Vehicle Technicians who have repeatedly earned the Automotive Service Excellence (ASE) Blue Seal of Excellence Award.

The Fleet Maintenance section is responsible for:

- 500 emergency fire apparatus and support vehicles
- 750 pieces of support equipment
- 800 preventive maintenance inspections per year, to meet National Fire Protection Association's compliance standards
- 7,500 annual work orders
- Maintenance of two shop locations



## Radio Shop

The Radio Shop provides 24-hour support for all radio and other wireless communications equipment to 49 PBCFR stations, plus 29 additional stations we dispatch for, the Communications Center, Palm Beach International Airport (Station 81), Special Operations, the Tactical Command Unit, and Trauma Hawk.

The Communications Coordinator and five Electronics Technicians are responsible for:

- Nearly 2,000 radios
- Over 1,000 pagers
- Ten 800 MHz repeater sites
- Eight pager repeater sites
- Two very high frequency (VHF) repeater sites
- PBCFR's fire station alerting system (Locution)
- Mobile Data Computers (MDCs) in vehicles





## Warehouse & Logistics

The Warehouse and Logistics section manages and provides firefighting equipment, medical supplies, pharmaceuticals, personal protective equipment, and uniform apparel for all PBCFR's operational personnel. The Fixed Asset Inventory section monitors over 11,000 items valued at approximately \$100 million.



## Facilities Maintenance

Facilities Technicians oversee station and equipment repairs, preventive maintenance, and inspections at PBCFR's 49 fire stations, Fire Rescue Headquarters, and the Communications Center. This section coordinates all new construction and remodeling management for PBCFR's Comprehensive Fire Station Capital Improvement Program.



## SCBA Shop

Wearing a Self-Contained Breathing Apparatus (SCBA) allows firefighters to work in environments that are immediately dangerous to life and health. This piece of equipment provides clean, dry, filtered air directly to their mask and protects them from super-heated air and toxic gases. The Respiratory Protection Manager and two Specialists provide firefighters with SCBA, Self-Contained Underwater Breathing Apparatus (SCUBA), fit testing, compressed air, portable lighting, and gas detection monitors.

## Information Technology Services

Information Technology Services (ITS), provides technology solutions to PBCFR and its municipal partners. The ITS team is responsible for application development and evaluation, 911 computer-aided dispatch operations, web administration, network security, domain administration, mobile device management, and inventory control for approximately 2,000 devices used at PBCFR.



# EMERGENCY MANAGEMENT

*The Emergency Management Division is committed to reducing vulnerability to hazards and minimizing the impact of disasters through preparation, response, and recovery. Under the command of the Division Chief of Emergency Management, the Emergency Management Team contributes to various local, state, and federal committees, teams, and work groups in support of Homeland Security and a safer Palm Beach County.*



## Disaster Deployment

The Emergency Management Coordinator confirms that rosters for disaster deployment are up to date, ensures that proper training is available, and PBCFR personnel are ready to respond to disasters outside of Palm Beach County or Florida.

## Domestic Security

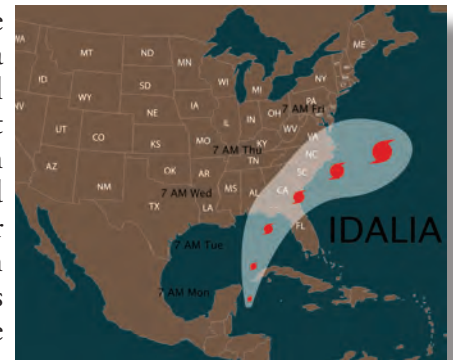
The Florida Department of Law Enforcement administers seven Regional Domestic Security Task Forces (RDSTFs), serving as the foundation of Florida’s domestic security structure. Task force members include first responders from fire rescue, emergency management, public health, hospitals, and law enforcement. PBCFR provides a multi-operational presence to the Southeast Florida RDSTF. By utilizing a multi-disciplinary approach and working in conjunction with Emergency Management professionals the RDSTF provides support to impacted communities and local agencies.

## Training and Exercises

Emergency responses to large-scale incidents in PBC require a strong unified command presence achieved with partnerships between law enforcement and fire rescue officials. PBCFR works with local, state, and federal agencies to ensure all are trained to respond to any emergency event. This training includes drills at the local Emergency Operations Center, participation in active shooter drills, and regional hazardous material drills.

## Hurricane Idalia Deployment

On August 29, the Southeast Florida Region 7 All Hazards Incident Management Team (AHIMT) was called upon to aid Taylor County, Florida, in its recovery efforts following Hurricane Idalia. The team



assisted at the Taylor County EOC for over 14 days, working closely with their Emergency Management Director. They were tasked with assisting several missions such as: clearing roadways, establishing temporary facilities throughout the county, restoring power, and collaborating with the National Guard to establish points of distribution for water, ice, and food. Additionally, they partnered with the County Health Department to acquire supplies for water testing and mosquito control while ensuring that residents were informed about the organizations who were offering daily hot meals.



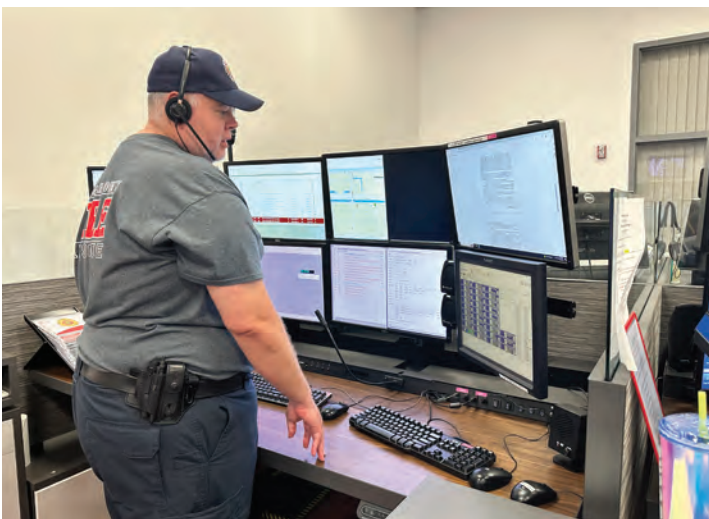
# 911 COMMUNICATIONS CENTER

*Palm Beach County Fire Rescue's Communications Center is the largest secondary Public Safety Answering Point (PSAP) in Palm Beach County. The Communications Center is a multi-agency operation that handles fire and medical emergency communications for PBCFR, including eight municipal Fire-Rescue Departments. PBCFR is an all-hazards fire rescue department resulting in its Communications Center processing over 400,000 phone calls, annually.*

The Communications Center and Management Team report to the Division Chief of Emergency Management. They are managed by the Alarm Office Manager, two Quality Assurance Managers, one Training Supervisor and supported by a GIS/CAD Specialist. Additionally, The Fire Operations Officer (FOO) provides a crucial link between the Communications Center and the Operations crews in the field. They monitor every significant call to aid the on-scene commander with getting additional resources.



The Communications Center employs 61 Communicator-III's under the supervision of four Communicator Supervisors. PBCFR Communicators are certified by the State of Florida as 911 Public Safety Telecommunicators. They are also nationally certified in CPR, Emergency Medical Dispatch, and Fire Service Communications. This training allows them to locate and provide rapid service to 911 callers, provide them with life-saving instruction when needed, and assist emergency personnel in the field. PBCFR Communicators operate complex radio and a Computer-Aided Dispatch (CAD) system that allows them to dispatch, monitor, and communicate with emergency personnel from local law enforcement, fire rescue agencies, hospitals, and aeromedical teams.



# COMMUNITY RISK REDUCTION

## Plan Review and New Construction



The Plan Review and New Construction Branch reviews fire-related construction plans for compliance with the Florida Fire Prevention Code and inspects all construction phases to ensure compliance with approved procedures. This branch is also responsible for determining water supply for firefighting operations and ensuring access roads meet the requirements necessary to support firefighting apparatus.



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## Investigations

The Investigations Branch determines the origin and cause of fires and conducts explosion analysis. In cases of arson, the Investigations Branch conducts a criminal investigation and presents the case to the State Attorney's Office for prosecution. Every Investigator assigned to this branch is a sworn law enforcement deputy and is certified through the State of Florida, the International Association of Arson Investigators (IAAI), and the National Association of Fire Investigators (NAFI). Investigators may testify in both Federal and State Courts, hearings, and depositions.



*\*If you have any information related to any arson case, please contact Crime Stoppers of Palm Beach County at [www.crimestopperspb.com](http://www.crimestopperspb.com).*



## Investigator Training

On January 30th and 31st of 2023, a training on "Electrical Aspects of Appliance Fires" was held at PBCFR for PBCFR investigators, members of the Bureau of Alcohol, Tobacco, Firearms and Explosives, as well as investigators throughout the county and the state of Florida.

## Existing Inspections

Existing Inspections Branch responsibilities:

- Conducting field inspections
- Identifying applicable codes/standards
- Preparing inspections reports
- Investigating and resolving complaints
- Participating in legal proceedings with County Code Enforcement and municipalities' special magistrates
- Permits and building processes associated with life safety
- Emergency planning/preparedness, especially for Assisted Living Facilities (ALFs)
- Review Comprehensive Emergency Management Plans (CEMP)
- Additional inspection activities such as re-inspections, fire watch, etc.
- Manage life safety for special events (fireworks, concerts, food trucks, etc.) from site planning to ensuring the events do not exceed maximum occupancy counts



## Drowning Prevention Coalition

The Drowning Prevention Coalition (DPC) educates the public about water safety and basic rescue techniques to reduce drowning and other water-related incidents in Palm Beach County.

### *Services Include:*

- The DPC partners with the PBC School District to educate and train students from Pre-K to 12th grade on water safety. Adult training is also provided for businesses, non-profit organizations, senior groups, and others.
- Free or reduced-cost swim lessons are offered to underprivileged and special needs children ages 2-12 and their immediate caregivers.



# COMMUNITY RISK REDUCTION CONTINUED

## Frequently Asked Questions:



**What should you do with your old fire extinguisher?** Old or used fire extinguishers can be discarded at any Solid Waste Authority home chemical and recycling center and placed in the “compressed cylinder” area. Visit [www.swa.org](http://www.swa.org) for drop-off locations in PBC or call 866-SWA-INFO.

**Does PBCFR inspect or service fire extinguishers?** PBCFR does not provide this service. Please call a local fire extinguisher service company in your area or discard it at your nearest household hazardous waste site.

**Does PBCFR offer CPR courses for certification?** PBCFR does not provide certification for CPR. Please contact a local American Red Cross Chapter or the American Heart Association for conventional CPR certification courses (infant, child, and adult).

**What is a Residential Key Lock Box?** In emergency situations a lock box contains keys and access codes to allow emergency responders to quickly gain entry into commercial and residential properties. PBCFR uses the Knox Box key system. Residents can call 561-616-7024 for more information. Using a generic alternative to Knox box may cause delays with gaining access. Also, the resident must call 561-616-7012 every year to keep the code active in our CAD (computer aided dispatch) system. Lock boxes should be installed next to the front door so Fire Rescue can access if the situation permits.

**Does PBCFR offer free car seats?** A new car seat may be provided to eligible children based on availability. If we are unable to match a caregiver with a free car seat for their child, they can call 561-841-3500 to purchase one from Safe Kids Palm Beach County Coalition for a donation fee.



## Community Education

The Community Education and Outreach Branch provides intervention strategies to prevent injuries and lives lost due to fire and other hazards.

### Educational Courses Offered:

- Babysitter Safety: Hazards in the Home
- Basic First Aid
- Bleeding Control: Stop the Bleed
- Carbon Monoxide (CO) Poisoning Prevention
- Fall Prevention
- Fire & Emergency Evacuation Training/Fire Extinguisher Training
- Fire Safety
- Fire Station Tours
- Hands-Only CPR/AED (Automated/Automatic External Defibrillator)
- Hurricane Safety
- Injury Prevention
- Golf Cart Charging Safety



## Services and Programs

### Smoke and Carbon Monoxide Alarm Installation Program

PBCFR offers smoke and carbon monoxide (CO) alarm installation for eligible residents. A bedside fire alarm clock with shaker device and a smoke alarm with a strobe light are also available for individuals who are deaf or hard-of-hearing. For questions about eligibility and installation appointments, residents can call 561-616-7049.



**Home Safety Survey** – The Community Education and Outreach Branch can help assess and identify fire or slip and fall hazards in the home and offer solutions for mitigation.

### Child Passenger Safety with Car Seat Checks & Installation

– PBCFR’s nationally certified Child Passenger Safety Seat Technicians help caregivers properly fit and install car seats. Appointments can be scheduled using the online car seat scheduler at [www.pbcfr.org](http://www.pbcfr.org). The information is available in English, Spanish, and Creole. Scan the QR Code for more information.



### Youth Firesetting Prevention & Intervention Program

– When a child is setting fires intentionally or showing signs of at-risk firesetter behavior, intervention is crucial. This program consists of an intake, interview, fire safety class, and individual and family counseling free of charge with Palm Beach County Youth Services. Call 561-616-7033 for more information.

### The Yellow Dot Program

- Provides vehicle owners with a yellow sticker to put on the car window and a form to be completed with personal health information. The sticker alerts EMS and law enforcement that a Yellow Dot pamphlet is in the glove compartment to reference if a patient is unable to speak when medical attention is needed.



**The Vial of Life** – Encourages residents to list their essential medical information on a piece of paper attached to their refrigerator. If 911 is called and the resident is unable to speak, PBCFR can reference the Vial of Life and provide informed medical attention.

**Pet Decals** - Placed on the outside of a home’s front door. If residents are not home at the time of an emergency, the decal conveys to emergency responders the number of cats and dogs (or other animals) inside the home.

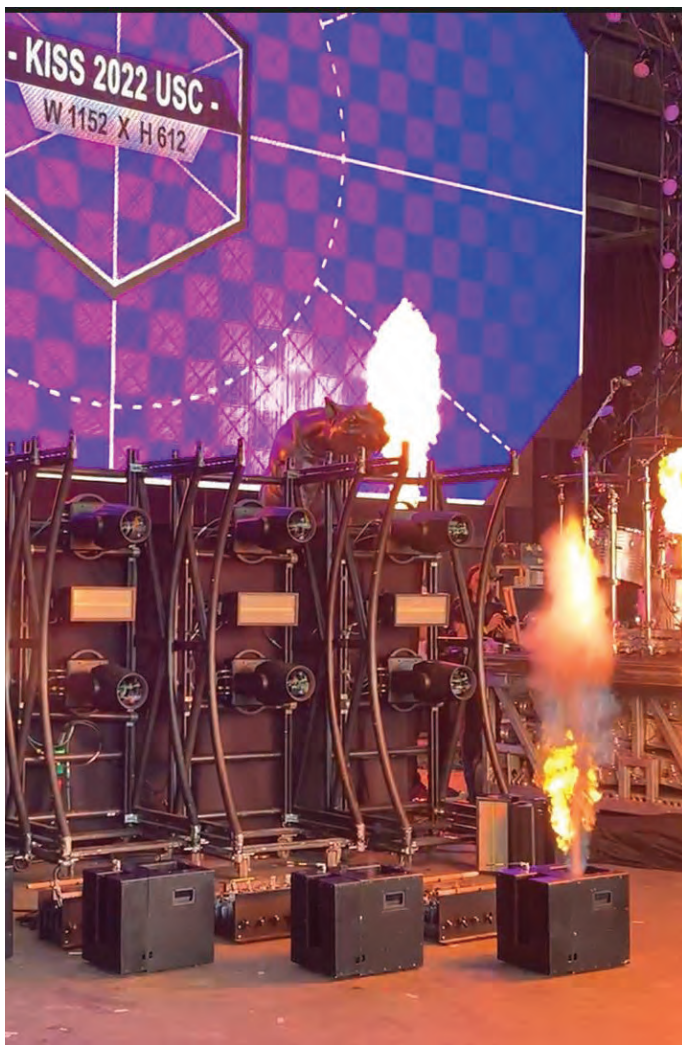


# FY 2023 FIRE & LIFE SAFETY INSPECTIONS

## Town of Loxahatchee Groves Inspection Activity Summary

EXISTING INSPECTION SERVICES	
ACTIVITY	COUNT
Re-inspect	54
Knox Box	34
Annual	19
Other/Misc.	11
3-Year Business/Mercantile	10
Code Enforcement Referral	3
Annual Business/Mercantile	1
Fire Watch	1

CONSTRUCTION SERVICES	
ACTIVITY	COUNT
Plans Review	32
Fire Department Final (Complete)	26
Fire Framing (Complete)	10
Fire Department Final (Partial)	9
Fire Alarm Test (Complete)	8
Fire Alarm Final	8
Fire Sprinkler Pressure Test Above (Complete)	7
Fire Main Underground Pressure (Partial)	6
Fire Main Underground Flush (Partial)	5
Fire Main Underground Pressure (Complete)	5
Hydrant Final	5
Fire Sprinkler Head Relocation (Complete)	4
Site Visit	4
Fire Main Underground Flush (Complete)	4
Fire Alarm Test (Partial)	3
Fire Preliminary Site Inspection	3
Radio Dialer Test	3
Fire Sprinkler Pressure Test Above (Partial)	3
Fire Sprinkler Final (Complete)	2
Fire Sprinkler Head Relocation (Partial)	2
Hydrant Flow Test	2
Access/Access Control	2
Elevator Recall	2
Bi-directional Amplification (BDA)	1
Duct Detector Test	1
Fire Sprinkler Final (Partial)	1
Business Tax Receipt	1
Status Inspection	1
Fire Framing (Partial)	1
Fire Suppression Test	1



**Your Safety. Our Priority.**



## ADMINISTRATIVE SERVICES

*The Administrative Services Division provides centralized administrative support to PBCFR employees as the operational demand for staffing continues to grow. This Division consists of Health and Wellness, Records and Resources Bureau, Recruitment, Payroll, Internal Affairs, Staffing, Public Information, and Media Services.*



### Recruitment

The Administrative Services Division Aide facilitates the direction and management of hiring, promotions and recruitment processes for hundreds of current and potential PBCFR employees. The Administrative Services Division also informs the public about the broad spectrum of careers and opportunities available at PBCFR and the procedures for becoming a Firefighter EMT/PM.

### Health & Wellness

PBCFR's Wellness Coordinator and Exercise Physiologist work together to ensure the mental and physical needs of PBCFR's operational employees are met by:

- Facilitating comprehensive care through the Employee Assistance Program (EAP)
- Administering workers' compensation, extended leave, and light duty programs
- Evaluating and overseeing the annual fitness assessments of every operational employee
- Directing the daily physical fitness training for every 12-14 week recruit class
- Providing modern equipment and techniques to sustain healthy and capable firefighters

### Records and Resources Bureau

The Records and Resources Bureau acts as the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Officer. The Bureau works with the Palm Beach County Attorney's Office, the State of Florida Attorney, and law firms throughout

the county. This section processes subpoenas and public records requests in addition to managing the storage, retrieval, and retention of department records.

### Payroll

The Payroll Section processes bi-weekly pay for over 1,800 PBCFR personnel and ensures all promotions, accruals, and schedule changes are completed accurately and promptly. They also oversee the supplemental long-term disability program, computer and coding configuration for database compatibility, and conduct audits to maintain compliance with the Collective Bargaining Agreement.

### Internal Affairs

The Internal Affairs Section fairly and impartially investigates any internal or external concerns while following all department policies and procedures. They act as the department liaison to the Palm Beach Sheriff's Office as well as other local, state, or federal law enforcement agencies. This section also keeps the department informed of any situational awareness issues related to Fire Rescue.

### Staffing

The Staffing Officer oversees multiple rounds of annual unit bidding, Kelly days and vacation requests, and tracks the credentials and promotions of over 1,600 Operational Fire Rescue employees. They make daily adjustments of staffing, promotions, and new hires and oversee all light-duty employees. In addition, they ensure that the scheduling of all stations and units complies with the Collective Bargaining Agreement requirements.

# FINANCE & PLANNING

## Finance



The Finance Section strives for transparency and compliance with standard practices and policies while matching resources to PBCFR's rapidly changing needs and priorities.

The Finance Section is responsible for the following:

- Preparation, management, budget oversight, expenditures, and revenue collections as guided by Federal, State, and County requirements in support of the operations of the Department.
- Procurement of goods and services through responsible use of Department resources while complying with the Purchasing Department's requirements and the Office of Equal Business Opportunity.
- Preparing specifications for agreements and contracts for direct services, special events, vehicle maintenance, fire inspections, municipal service agreements, agenda items, and hazardous materials incidents in collaboration with the County Attorney's Office.



## Planning

The Planning Section analyzes data collected from all areas of PBCFR to aid in decision-making and evaluation of service levels. Planning utilizes Geographic Information Systems (GIS) to produce and maintain the Computer-Aided Dispatch (CAD) map. GIS and spatial analysis tools provide information to leadership toward solving complex location-oriented issues.

Specific functions of the Planning Section include:

- Plan for future fire stations
- Analyze the impact of land-use changes, development of regional impact, and annexations of fire rescue services
- Assist the Insurance Service Office with review to determine Fire Rescue's rating for property insurance rates
- Provide annual statistics reports for PBCFR and served municipalities
- Produce PBCFR annual report
- Provide the Department cartographic services and spatial analysis for routine and special projects
- Implement improvements to CAD mapping and routing system and troubleshoot reported issues
- Analysis of all available data collected by PBCFR to support various divisions within the Department



# PUBLIC INFORMATION & MEDIA SERVICES

The Public Information and Media Services Team ensures that community members are informed, engaged, and connected with PBCFR. The Public Information Office is the official line of communication with citizens and the media, delivering information about emergency incidents, public safety, fire rescue services, outreach programs, and more. The goal of the Public Information Office is to get the “right information to the right people at the right time to make the right decisions.”

Through decades of service, PBCFR’s award-winning Media section is instrumental in producing live and public events, creative media and communications, while also educating and training personnel. With more than 49 fire stations across an 1800 square mile coverage area, virtual training is an important component in making sure all firefighter/paramedic personnel are up-to-date on the latest medical science, equipment, and department advancements.

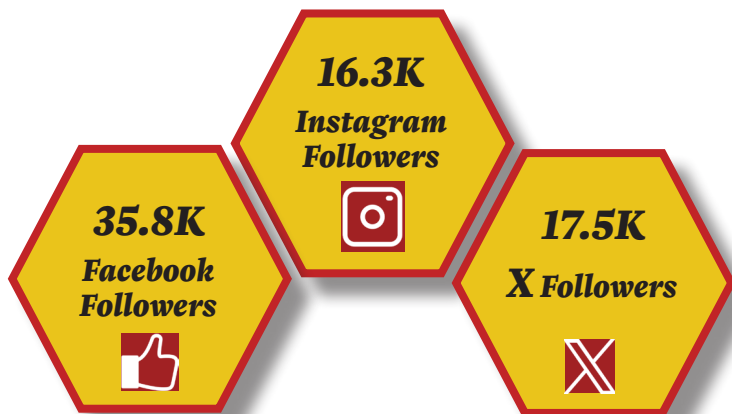
## Media Services:

- Video production for training & communications
- Public safety messages
- Social media content
- Still Photography
- Graphic design
- Publications
- Live events
- Virtual & live streaming



## Public Information Office:

- Department publications
- PIO Incident response
- Media interviews
- Press conferences
- Social media content & management
- Internal and external communications
- Department traditions & ceremonies
- Employee and citizen awards program
- Hurricane and activation command team
- Public outreach campaigns



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# Palm Beach County Fire Rescue

405 Pike Road, WPB 33411

561.616.7000

www.pbcgov.org

*Follow us on:*



@PBCFireRescue



### **Palm Beach County Board of County Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

### **County Administrator**

Verdenia C. Baker

### **Assistant County Administrator**

Reginald K. Duren

### **Palm Beach County Fire Rescue Administrator**

Patrick J. Kennedy



155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 2**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: March 5, 2024**  
**SUBJECT: Fiscal Year 2023 Year End and Fiscal Year 2024 1<sup>st</sup> Quarter Financial Reports**

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**Background:**

Attached are the Fiscal Year 2023 Year End and Fiscal Year 2024 First Quarter Financial Reports including Fund Balance Flow, First Quarter over 10,000 and Budget to Actual Revenue and Expenditures for all funds.

Chris Wallace from Munitytics, Inc., who are currently acting as the Town's CFO and Finance Department will present the Financial Reports to the Council. Please note that we have received the first draft of the FY23 Annual Audit from the auditors who are scheduled to present to Council on April 2<sup>nd</sup>, 2024.

**Recommendation:**

Discuss, receive, and file.

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## Town of Loxahatchee

### Budget To Actual

#### October 1, 2023, through December 31, 2023

Account Number	Description	Actual	Budget	Difference
<b>001 - General Fund</b>				
001-01-31-311-31000	Ad Valorem Taxes	(\$1,291,262.53)	(\$1,264,990.00)	(\$26,272.53)
001-01-31-314-31410	Electric Utility Tax	(\$430,596.53)	(\$355,000.00)	(\$75,596.53)
001-01-31-314-31480	Utility Service Tax- Propane	(\$9,811.83)	(\$10,000.00)	\$188.17
001-01-31-315-31500	Communication Services	(\$91,491.32)	(\$100,000.00)	\$8,508.68
001-01-31-316-31600	Local Business Tax	(\$65,085.11)	(\$70,000.00)	\$4,914.89
001-01-32-323-32310	FPL Franchise Fee	(\$328,973.27)	(\$280,000.00)	(\$48,973.27)
001-01-32-323-32330	PBC Water Utility Franchise	(\$32,660.06)	(\$17,000.00)	(\$15,660.06)
001-01-32-323-32360	PBC Sewer Utility Franchise	(\$13,489.62)	(\$12,000.00)	(\$1,489.62)
001-01-32-323-32370	Solid Waste Franchise	(\$228,445.43)	(\$175,000.00)	(\$53,445.43)
001-01-32-323-32390	Hauler's Franchise Fee	(\$7,125.63)	(\$5,500.00)	(\$1,625.63)
001-01-32-323-32900	Other Permits Fees and Special Assessments	\$0.00	\$0.00	\$0.00
001-01-32-329-32900	Building Permits	(\$179,354.87)	(\$185,000.00)	\$5,645.13
001-01-32-329-32901	Other Permits	(\$8,006.89)	(\$40,000.00)	\$31,993.11
001-01-32-329-32902	RV Registrations	(\$2,250.00)	\$0.00	(\$2,250.00)
001-01-32-329-32903	Floodplain Development Application	(\$11,866.25)	\$0.00	(\$11,866.25)
001-01-32-329-32906	Right of Way Permit	(\$500.00)	\$0.00	(\$500.00)
001-01-32-341-34135	Administrative Charge Dependent District	(\$172,500.00)	(\$172,500.00)	\$0.00
001-01-33-335-35120	Municipal Revenue Sharing	(\$90,591.23)	(\$83,000.00)	(\$7,591.23)
001-01-33-335-35150	Alcoholic Beverage License Tax	(\$1,754.99)	(\$3,100.00)	\$1,345.01
001-01-33-335-35180	Half Cent Sales Tax	(\$348,756.96)	(\$293,000.00)	(\$55,756.96)
001-01-33-337-33750	ARPA Funds	(\$359,793.00)	(\$359,793.00)	(\$359,793.00)
001-01-34-341-34000	General Government Charges	(\$4,766.10)	(\$7,000.00)	\$2,233.90
001-01-34-341-34180	Planning and Zoning Fees	(\$49,170.00)	\$0.00	(\$49,170.00)
001-01-34-341-34190	Cost Recovery Fees	(\$197,400.59)	(\$186,000.00)	(\$11,400.59)
001-01-35-351-35150	Court Fines	(\$6,551.06)	(\$2,000.00)	(\$4,551.06)
001-01-35-354-35400	Code Enforcement Fines	(\$100,255.35)	(\$20,000.00)	(\$80,255.35)
001-01-35-354-35410	Tree Mitigation	\$0.00	\$0.00	\$0.00
001-01-36-361-36110	Interest	(\$9,663.41)	(\$1,000.00)	(\$8,663.41)
001-14-36-361-36110	Interest for FMIVT	(\$5,154.19)	(\$1,000.00)	(\$4,154.19)
001-01-36-369-36930	Settlements	(\$214.58)	\$0.00	(\$214.58)
001-01-36-369-36990	Other Miscellaneous Revenue	(\$7,101.91)	(\$11,575.00)	\$4,473.09
001-01-36-369-36991	Contributions & Donations - Private Sources	(\$1,000.00)	(\$5,000.00)	\$4,000.00
<b>Total Revenues</b>		<b>(\$4,055,592.71)</b>	<b>(\$3,299,665.00)</b>	<b>(\$755,927.71)</b>

**Town of Loxahatchee**  
**Budget To Actual**  
**October 1, 2023, through December 31, 2023**

Account Number	Description	Actual	Budget	Difference
001-10-51-511-53100	Lobbying Services	\$30,621.62	\$0.00	\$30,621.62
001-10-51-511-54000	Travel	\$2,318.75	\$6,300.00	(\$3,981.25)
001-10-51-511-54100	Communication Services	\$25,454.46	\$15,000.00	\$10,454.46
001-10-51-511-55100	Office Supplies	\$464.70	\$0.00	\$464.70
001-10-51-511-55200	Operating Supplies	\$797.81	\$0.00	\$797.81
001-10-51-511-55400	Books, Publications, Subscriptions	\$4,268.42	\$4,200.00	\$68.42
001-10-51-511-58200	Special Events/ Contributions	\$16,604.18	\$25,000.00	(\$8,395.82)
001-10-51-512-51200	Regular Salaries	\$45,000.00	\$45,000.00	\$0.00
001-10-51-512-52100	FICA Taxes	\$3,652.80	\$5,000.00	(\$1,347.20)
001-12-51-512-51200	Regular Salaries	\$474,421.35	\$450,000.00	\$24,421.35
001-12-51-512-51400	Overtime	\$6,234.69	\$20,000.00	(\$13,765.31)
001-12-51-512-52100	FICA Taxes	\$38,770.62	\$35,000.00	\$3,770.62
001-12-51-512-52200	Retirement FRS	\$88,154.23	\$75,000.00	\$13,154.23
001-12-51-512-52300	Health and Life Insurance	\$24,248.92	\$47,000.00	(\$22,751.08)
001-12-51-512-52400	Worker's Compensation	\$23,042.50	\$5,000.00	\$18,042.50
001-12-51-512-53400	Other Services	\$5,277.68	\$3,300.00	\$1,977.68
001-12-51-512-54000	Travel	\$6,038.31	\$9,000.00	(\$2,961.69)
001-12-51-512-54100	Communication Services	\$7,387.21	\$8,000.00	(\$612.79)
001-12-51-512-54200	Postage and Freight	\$4,060.02	\$3,000.00	\$1,060.02
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$5,707.21	\$8,000.00	(\$2,292.79)
001-12-51-512-54930	Election Expense	\$483.68	\$20,000.00	(\$19,516.32)
001-12-51-512-54960	Legal Advertising	\$9,456.74	\$4,000.00	\$5,456.74
001-12-51-512-54998	Undocumented P-Card	\$0.00	\$0.00	\$0.00
001-12-51-512-55100	Office Supplies	\$19,253.64	\$8,000.00	\$11,253.64
001-12-51-512-55400	Books, Publications, Subscriptions	\$5,133.14	\$6,000.00	(\$866.86)
001-12-51-512-55500	Education & Training	\$4,294.06	\$4,000.00	\$294.06
001-14-51-513-53110	Payroll Fees	\$7,238.60	\$4,000.00	\$3,238.60
001-14-51-513-53200	Accounting and Auditing	\$128,086.59	\$60,000.00	\$68,086.59
001-14-51-513-53460	Other Services -	\$301.88	\$0.00	\$301.88
001-14-51-513-54000	Travel	\$0.00	\$3,000.00	(\$3,000.00)
001-14-51-513-54910	Bank and Merchant Account Charges	\$10,909.75	\$0.00	\$10,909.75
001-14-51-513-54920	Computer Services	\$6,408.48	\$30,000.00	(\$23,591.52)
001-14-51-513-55400	Books, Publications, Subscriptions	\$2,136.00	\$2,500.00	(\$364.00)
001-14-51-513-55500	Education & Training	\$0.00	\$2,500.00	(\$2,500.00)
001-16-51-514-53100	Legal Fees	\$308,062.18	\$175,000.00	\$133,062.18
001-16-51-514-53101	Litigation	\$84,842.85	\$50,000.00	\$34,842.85
001-17-51-519-54100	Website Services	\$1,500.00	\$0.00	\$1,500.00
001-20-51-515-53100	Building Permit Services	\$153,089.16	\$166,500.00	(\$13,410.84)
001-20-51-515-53400	Other Services- Planning Process	\$30,078.42	\$0.00	\$30,078.42
001-20-51-515-53420	Comprehensive Plan	\$29,085.69	\$50,000.00	(\$20,914.31)
001-20-51-515-53450	Planning & Zoning Contract	\$64,441.23	\$45,000.00	\$19,441.23
001-20-51-515-53451	Planner On Call	\$4,500.59	\$35,000.00	(\$30,499.41)
001-20-51-515-53490	Cost Recovery Expenditures	\$196,932.96	\$151,000.00	\$45,932.96
001-20-51-515-54960	Legal Advertising	\$0.00	\$5,000.00	(\$5,000.00)
001-20-51-511-55200	Building Office Supplies	\$0.00	\$2,600.00	(\$2,600.00)
001-22-51-519-51200	Regular Salaries	\$45,418.97	\$0.00	\$45,418.97
001-22-51-519-51400	Overtime	\$997.29	\$0.00	\$997.29
001-22-51-519-52100	FICA Taxes	\$3,507.71	\$0.00	\$3,507.71



## Town of Loxahatchee

### Budget To Actual

#### October 1, 2023, through December 31, 2023

Account Number	Description	Actual	Budget	Difference
001-22-51-519-52200	Retirement FRS	\$2,199.13	\$0.00	\$2,199.13
001-22-51-519-52300	Health and Life Insurance	\$1,299.30	\$0.00	\$1,299.30
001-22-51-519-53100	Professional Services - Legal	\$128,388.56	\$0.00	\$128,388.56
001-22-51-519-53150	Special Magistrate	\$26,075.00	\$5,000.00	\$21,075.00
001-22-51-519-53400	Other Services - Code	\$2,250.00	\$15,000.00	(\$12,750.00)
001-22-51-519-53430	Code Compliance	\$22,622.50	\$156,000.00	(\$133,377.50)
001-22-51-519-53491	Code Compliance Costs	\$7,081.25	\$0.00	\$7,081.25
001-22-51-519-54100	Communication Services	\$0.00	\$5,000.00	(\$5,000.00)
001-22-51-519-55500	Education & Training	\$1,300.00	\$0.00	\$1,300.00
001-26-52-521-53410	Law Enforcement (PBSO)	\$640,866.00	\$641,000.00	(\$134.00)
001-32-51-519-53400	Other Service- Janitorial and Maintenance	\$18,662.14	\$6,000.00	\$12,662.14
001-32-51-519-54100	Communication Services	\$10,309.70	\$25,000.00	(\$14,690.30)
001-32-51-519-54300	Utilities	\$8,159.44	\$9,000.00	(\$840.56)
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc.	\$7,426.80	\$13,000.00	(\$5,573.20)
001-32-51-519-54500	Insurance other than Workers' Compensation	\$75,944.04	\$130,000.00	(\$54,055.96)
001-32-51-519-54600	Repair and Maintenance - Building	\$4,390.74	\$8,000.00	(\$3,609.26)
001-32-51-519-54700	Printing & Binding	\$1,910.30	\$0.00	\$1,910.30
001-32-51-519-54910	Computer Hardware and Software	\$40,851.55	\$25,000.00	\$15,851.55
001-32-51-519-54920	Computer Services	\$43,286.54	\$25,000.00	\$18,286.54
001-32-51-519-54995	Unemployment Reimbursement	\$3,031.57	\$0.00	\$3,031.57
001-32-51-519-57101	Principal	\$4,281.13	\$0.00	\$4,281.13
001-32-51-519-57201	Interest	\$98.87	\$0.00	\$98.87
001-32-51-519-58700	Loxahatchee Groves - CERT	\$52.10	\$0.00	\$52.10
001-32-51-539-53400	Other Services	\$135.20	\$0.00	\$135.20
001-90-51-519-58700	Loxahatchee Groves - CERT	\$620.59	\$2,400.00	(\$1,779.41)
001-90-58-581-59104	Transfer to Roads and Drainage	\$264,000.00	\$264,000.00	\$0.00
001-90-58-581-59305	Transfer to CIP Fund	\$776,547.00	\$247,000.00	\$529,547.00
001-90-58-581-59405	Transfer to Solid Waste Fund	\$135,365.00	\$135,365.00	\$0.00
<b>Total Expenditures</b>		<b>\$4,155,839.54</b>	<b>\$3,299,665.00</b>	<b>\$856,174.54</b>
<b>Differences</b>		<b>\$100,246.83</b>	<b>\$0.00</b>	<b>\$100,246.83</b>

**Town of Loxahatchee**  
**Budget To Actual**  
**October 1, 2023, through December 31, 2023**

Account Number	Description	Actual	Budget	Difference
<b>101 - Transportation Fund</b>				
101-01-31-312-34100	1st Local option Fuel Tax (6c)	(\$278,594.80)	(\$277,000.00)	(\$1,594.80)
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	(\$126,718.21)	(\$126,900.00)	\$181.79
	<b>Total Revenues</b>	<b>(\$405,313.01)</b>	<b>(\$403,900.00)</b>	<b>(\$1,413.01)</b>
101-40-58-581-59105	Transfer to Roads and Drainage	\$277,000.00	\$277,000.00	\$0.00
101-40-58-581-59305	Transfer to CIP Fund	\$225,337.00	\$126,900.00	\$98,437.00
	<b>Total Expenditures</b>	<b>\$502,337.00</b>	<b>\$403,900.00</b>	<b>\$98,437.00</b>
	<b>Differences</b>	<b>\$97,023.99</b>	<b>\$0.00</b>	<b>\$97,023.99</b>

**Town of Loxahatchee**  
**Budget To Actual**  
**October 1, 2023, through December 31, 2023**

Account Number	Description	Actual	Budget	Difference
<b>103 - Local Option Sales Tax (L.O.S.T) Fund</b>				
103-01-31-312-31260	Sales Tax Infrastructure	(\$330,727.65)	(\$266,200.00)	(\$64,527.65)
103-14-36-361-36110	Interest for FMIVT	(\$30,403.67)	\$0.00	(\$30,403.67)
	<b>Total Revenues</b>	<b><u>(\$361,131.32)</u></b>	<b><u>(\$266,200.00)</u></b>	<b><u>(\$94,931.32)</u></b>
103-40-58-581-59305	Transfer to CIP Fund	\$670,307.00	\$266,200.00	\$404,107.00
	<b>Total Expenditures</b>	<b><u>\$670,307.00</u></b>	<b><u>\$266,200.00</u></b>	<b><u>\$404,107.00</u></b>
	<b>Differences</b>	<b><u>\$309,175.68</u></b>	<b><u>\$0.00</u></b>	<b><u>\$309,175.68</u></b>

## Town of Loxahatchee

### Budget To Actual

#### October 1, 2023, through December 31, 2023

Account Number	Description	Actual	Budget	Difference
<b>105 - Water Control District</b>				
105-01-32-325-32510	Other Assessments	(\$5,115.20)	(\$3,000.00)	(\$2,115.20)
105-01-32-325-32520	Road and Canal Maintenance Assessment	(\$1,549,295.18)	(\$1,560,300.00)	\$11,004.82
105-01-32-325-32522	Discount Fees	\$49,759.26	\$78,000.00	(\$28,240.74)
105-01-36-361-36110	Interest-Assessments	(\$2,345.56)	\$0.00	(\$2,345.56)
105-01-36-361-36115	Interest (Bank United P)	\$0.00	(\$500.00)	\$500.00
105-01-36-364-36400	Sales - Equipment/Materials	\$0.00	(\$4,000.00)	\$4,000.00
105-01-36-369-36990	Miscellaneous Revenue	(\$28,114.92)	(\$20,000.00)	(\$8,114.92)
105-01-38-381-38000	Transfer From General Fund	(\$264,000.00)	(\$264,000.00)	\$0.00
105-01-38-381-38111	Contributions from Transportation Fund	(\$277,000.00)	(\$277,000.00)	\$0.00
	<b>Total Revenues</b>	<b>(\$2,076,111.60)</b>	<b>(\$2,050,800.00)</b>	<b>(\$25,311.60)</b>
105-50-53-538-51200	Regular Salaries	\$446,645.55	\$600,900.00	(\$154,254.45)
105-50-53-538-51400	Overtime	\$20,696.26	\$20,000.00	\$696.26
105-50-53-538-51500	Special Pay	\$3,655.92	\$5,000.00	(\$1,344.08)
105-50-53-538-52100	FICA Taxes	\$35,448.96	\$45,000.00	(\$9,551.04)
105-50-53-538-52200	Retirement FRS	\$75,907.96	\$89,500.00	(\$13,592.04)
105-50-53-538-52300	Health and Life Insurance	\$43,312.99	\$58,000.00	(\$14,687.01)
105-50-53-538-52400	Worker's Compensation	\$22,670.50	\$7,000.00	\$15,670.50
105-50-53-538-53102	Professional Service - Druq Test	\$639.00	\$2,200.00	(\$1,561.00)
105-50-53-538-53110	Professional Service-Paychex	\$1,754.02	\$0.00	\$1,754.02
105-50-53-538-53160	Professional Service - Legal	\$375.00	\$0.00	\$375.00
105-50-53-538-53200	Accounting and Auditing	\$14,018.88	\$30,000.00	(\$15,981.12)
105-50-53-538-53105	Professional Service- Land Surveying	\$0.00	\$40,000.00	(\$40,000.00)
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$47,282.65	\$65,000.00	(\$17,717.35)
105-50-53-538-53480	Other Services - PBC Admin Fee	(\$1,106.02)	\$24,000.00	(\$25,106.02)
105-50-53-538-54100	Communication Services	\$24,725.06	\$13,650.00	\$11,075.06
105-50-53-538-54200	Postage and Freight	\$96.00	\$0.00	\$96.00
105-50-53-538-54300	Utilities	\$13,830.46	\$20,000.00	(\$6,169.54)
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc.	\$100,980.50	\$250,000.00	(\$149,019.50)
105-50-53-538-54500	Insurance other than Workers' Compensation	\$63,215.40	\$80,000.00	(\$16,784.60)
105-50-53-538-54600	Building Maintenance	\$2,468.29	\$0.00	\$2,468.29
105-50-53-538-54680	Repair and Maintenance Svc -	\$80,451.99	\$100,000.00	(\$19,548.01)
105-50-53-538-54700	Printing & Binding	\$0.00	\$0.00	\$0.00
105-50-53-538-54901	Indirect Cost Allocations	\$172,500.00	\$172,500.00	\$0.00
105-50-53-538-54910	Computer hardware & Software	\$10,793.90	\$5,250.00	\$5,543.90
105-50-53-538-54980	Uniforms	\$2,389.15	\$2,100.00	\$289.15

## Town of Loxahatchee

### Budget To Actual

#### October 1, 2023, through December 31, 2023

Account Number	Description	Actual	Budget	Difference
105-50-53-538-54990	Bank Charges	\$46.45	\$0.00	\$46.45
105-50-53-538-55100	Office Supplies	\$5,000.66	\$1,450.00	\$3,550.66
105-50-53-538-55210	Fuel	\$37,458.13	\$45,000.00	(\$7,541.87)
105-50-53-538-55220	Lubricants	\$367.98	\$4,000.00	(\$3,632.02)
105-50-53-538-55400	Books, Publications, Subscriptions	\$398.98	\$2,100.00	(\$1,701.02)
105-50-53-538-55500	Education & Training	\$1,114.34	\$2,100.00	(\$985.66)
105-50-53-538-55599	Resilient Florida Grant Expense	\$10,765.00	\$0.00	\$10,765.00
105-50-53-538-56400	Machinery and Equipment	\$17,562.29	\$0.00	\$17,562.29
105-50-53-538-57101	Principal	\$90,248.88	\$0.00	\$90,248.88
105-50-53-538-57201	Interest Expense	\$14,197.61	\$0.00	\$14,197.61
105-50-54-541-53400	Engineering	\$19,658.10	\$0.00	\$19,658.10
105-50-54-541-54440	Rental and Leases - Equip, Storage, etc.	\$15,834.84	\$0.00	\$15,834.84
105-50-54-541-54670	Traffic Control Signs	\$6,004.25	\$25,000.00	(\$18,995.75)
105-50-54-541-54680	Repair and Maintenance - Machinery	\$42,092.53	\$21,000.00	\$21,092.53
105-50-54-541-54998	Undocumented P-Card	\$0.00	\$0.00	\$0.00
105-50-54-541-55200	Operating Supplies	\$23,304.60	\$40,000.00	(\$16,695.40)
105-50-54-541-55300	Road Materials & Supplies	\$17,039.71	\$15,000.00	\$2,039.71
105-50-54-541-55310	Road Maintenance and Service	\$244,379.32	\$257,300.00	(\$12,920.68)
105-50-54-541-55400	Books, Publications, Subscriptions	\$1,360.52	\$0.00	\$1,360.52
105-50-54-541-55500	Education & Training	\$274.99	\$1,000.00	(\$725.01)
105-50-54-541-57301	Other debt service costs	\$0.00	\$6,750.00	(\$6,750.00)
	Carryforward to FY24	\$320,938.00	\$0.00	\$320,938.00
	Transfer To CIP	\$213,550.00	\$0.00	\$213,550.00
	<b>Total Expenditures</b>	<b>\$2,264,349.60</b>	<b>\$2,050,800.00</b>	<b>\$213,549.60</b>
	<b>Differences</b>	<b>\$188,238.00</b>	<b>\$0.00</b>	<b>\$188,238.00</b>

## Town of Loxahatchee

### Budget To Actual

#### October 1, 2023, through December 31, 2023

Account Number	Description	Actual	Budget	Difference
<b>305 - Capital Improvement Project (C.I.P) Fund</b>				
	ARPA funds	\$0.00	(\$1,538,000.00)	\$1,538,000.00
305-01-36-366-36991	Contributions & Donations - Private Sources	(\$126,459.00)	\$0.00	(\$126,459.00)
305-01-38-381-38110	Contribution from General Fund	(\$776,547.00)	(\$247,000.00)	(\$529,547.00)
305-01-38-381-38111	Contributions from Transportation Fund	(\$225,337.00)	(\$126,900.00)	(\$98,437.00)
305-01-38-381-38112	Contributions From Surtax Fund	(\$670,307.00)	(\$266,200.00)	(\$404,107.00)
	Contributions From Road and Drainage Fund	(\$213,550.00)		(\$213,550.00)
	Use of Fund Balance	(\$292,359.00)		(\$292,359.00)
	<b>Total Revenues</b>	<b>(\$2,304,559.00)</b>	<b>(\$2,178,100.00)</b>	<b>(\$126,459.00)</b>
305-60-54-541-56150	Culvert - Replacement	\$600.10	\$0.00	\$600.10
305-60-54-541-56151	Culvert Collecting Canal and C	\$0.00	\$0.00	\$0.00
305-60-54-541-56152	Culvert E Rd and Collecting Canal	\$0.00	\$0.00	\$0.00
305-60-54-541-56153	Culvert replacement West D and Gruber	\$22,890.43	\$0.00	\$22,890.43
305-60-54-541-56156	C Road and Collecting Canal Equestrian Br. Culvert	\$188,532.00	\$110,000.00	\$78,532.00
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	\$83,060.40	\$100,000.00	(\$16,939.60)
305-60-54-541-56158	E Rd and Collecting Canal Culvert	\$157,752.32	\$159,000.00	(\$1,247.68)
305-60-53-538-56339	E SN to NN	\$0.00	\$50,000.00	(\$50,000.00)
305-60-53-538-56340	West G	\$0.00	\$5,000.00	(\$5,000.00)
305-60-53-538-56341	W 25th St N	\$0.00	\$5,000.00	(\$5,000.00)
305-60-53-538-56342	Pump House	\$0.00	\$10,000	(\$10,000.00)
305-60-53-538-56343	Gate Repairs at 'A'	\$0.00	\$10,000	(\$10,000.00)
305-60-53-538-56344	Gate Repairs at 'D'	\$0.00	\$15,000	(\$15,000.00)
305-60-53-538-56345	161st and A Rd Bridge Culvert	\$0.00	\$108,000	(\$108,000.00)
305-60-53-538-56346	11th Ter and D Rd Bridge Culvert	\$0.00	\$126,000	(\$126,000.00)
305-60-53-538-56347	Canal Maintenance	\$0.00	\$50,000	(\$50,000.00)
305-60-54-541-56300	Okeechobee and D Rd. Traffic Light(Only used in FY 14)	\$0.00	\$0.00	\$0.00
305-60-54-541-56303	160th Ave N Road Paving	\$87,200.87	\$80,000.00	\$7,200.87
305-60-54-541-56304	160th Ave N Road Bed Rock	\$11,493.68	\$30,000.00	(\$18,506.32)
305-60-54-541-56305	E North To SN Road Paving	\$33,114.50	\$188,000.00	(\$154,885.50)
305-60-54-541-56306	E SN to NN Road Bed Rock	\$91,909.47	\$50,000.00	\$41,909.47
305-60-54-541-56307	West G Road Paving	\$2,500.00	\$100,000.00	(\$97,500.00)
305-60-54-541-56309	E S Okeechobee to CC Road Paving	\$259,119.55	\$250,000.00	\$9,119.55
305-60-54-541-56311	Folsom Road Paving	\$19,985.68	\$60,000.00	(\$40,014.32)
305-60-54-541-56313	Collecting Canal Multiyear	\$651,519.10	\$650,000.00	\$1,519.10
305-60-54-541-56314	Collection Canal Road Bed Rock	\$23,566.69	\$30,000.00	(\$6,433.31)
305-60-54-541-56400	Drainage	\$6,764.31	\$0.00	\$6,764.31
305-60-54-541-56510	Trails - Town	\$0.00	\$0.00	\$0.00
	Carryforward to FY24	\$664,550.00	\$0.00	\$664,550.00
	<b>Total Expenditures</b>	<b>\$2,304,559.10</b>	<b>\$2,186,000.00</b>	<b>\$118,559.10</b>
	<b>Differences</b>	<b>\$0.10</b>	<b>\$7,900.00</b>	<b>(\$7,899.90)</b>

## Town of Loxahatchee

### Budget To Actual

#### October 1, 2023, through December 31, 2023

Account Number	Description	Actual	Budget	Difference
<b>405 - Solid Waste</b>				
405-01-32-325-32520	Solid Waste Assessments	(\$603,885.73)	(\$604,800.00)	\$914.27
405-01-32-325-32522	Discount Fees	\$19,232.98	\$30,240.00	(\$11,007.02)
405-01-34-343-34310	Solid Waste Services Billed	(\$32.00)	\$0.00	(\$32.00)
405-01-34-343-34300	SWA Recycling Income	\$0.00	(\$1,900.00)	\$1,900.00
405-01-36-361-36110	Interest	(\$1,039.83)	(\$500.00)	(\$539.83)
405-01-38-381-38110	Contribution from General Fund	(\$135,365.00)	(\$135,365.00)	\$0.00
	<b>Total Revenues</b>	<b>(\$721,089.58)</b>	<b>(\$712,325.00)</b>	<b>(\$8,764.58)</b>
405-70-53-534-53409	Other Sanitation Service	\$4,837.98	\$15,000.00	(\$10,162.02)
405-70-53-534-53440	Solid Waste Contract	\$708,666.21	\$689,700.00	\$18,966.21
405-70-53-534-53480	PBC Admin Fee 1%	\$571.00	\$6,050.00	(\$5,479.00)
405-70-53-534-54200	Postage and Freight	\$37.00	\$1,050.00	(\$1,013.00)
405-70-53-534-54960	Other Services - Legal Advertising	\$0.00	\$525.00	(\$525.00)
	<b>Total Expenditures</b>	<b>\$714,112.19</b>	<b>\$712,325.00</b>	<b>\$1,787.19</b>
	<b>Differences</b>	<b>(\$6,977.39)</b>	<b>\$0.00</b>	<b>(\$6,977.39)</b>

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Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>001 - General Fund</b>							
<b>REVENUES</b>							
001-01-31-311-31000	Ad Valorem Taxes	\$779,787	\$1,110,858	\$1,502,208	\$391,351	73.95%	75%
001-01-31-314-31410	Electric Utility Tax	\$39,864	\$88,033	\$391,000	\$302,967	22.51%	18%
001-01-31-314-31480	Utility Service Tax- Propane	\$2,173	\$6,127	\$11,000	\$4,873	55.70%	25%
001-01-31-315-31500	Communication Services	\$7,313	\$14,144	\$94,000	\$79,856	15.05%	17%
001-01-31-316-31600	Local Business Tax	\$952	\$57,735	\$100,000	\$42,265	57.74%	65%
001-01-32-323-32310	FPL Franchise Fee	\$34,476	\$73,251	\$310,000	\$236,749	23.63%	12%
001-01-32-323-32330	PBC Water Utility Franchise	\$1,555	\$9,439	\$30,000	\$20,561	31.46%	29%
001-01-32-323-32360	PBC Sewer Utility Franchise	\$918	\$2,050	\$0	(\$2,050)	NA	0%
001-01-32-323-32370	Solid Waste Franchise	\$34,092	\$37,384	\$190,000	\$152,616	19.68%	30%
001-01-32-323-32390	Hauler's Franchise Fee	\$2,378	\$2,938	\$6,800	\$3,862	43.21%	89%
001-01-32-329-32900	Building Permits	\$2,695	\$22,486	\$200,000	\$177,514	11.24%	20%
001-01-32-329-32901	Other Permits	\$0	\$0	\$60,000	\$60,000	0.00%	11%
001-01-32-329-32902	RV Registrations	\$0	\$0	\$0	\$0	NA	NA
001-01-32-329-32903	Floodplain Development Application	\$2,000	\$3,500	\$0	(\$3,500)	NA	NA
001-01-32-329-32904	Water Use Permits	\$0	\$0	\$0	\$0	NA	#N/A
001-01-32-329-32905	Alarm Registration	\$544	\$825	\$0	(\$825)	NA	#N/A
001-01-32-329-32906	Right of Way Permit	\$0	\$100	\$0	(\$100)	NA	NA
001-01-32-329-32940	Watershed Permits	\$0	\$0	\$0	\$0	NA	#N/A
001-01-32-341-34000	General Gov't Charges	\$0	\$0	\$0	\$0	NA	#N/A
001-01-32-341-34135	Administrative Charge Dependent District	\$0	\$0	\$172,500	\$172,500	0.00%	100%
001-01-33-335-35120	Municipal Revenue Sharing	\$7,088	\$14,177	\$86,000	\$71,823	16.48%	17%
001-01-33-335-35150	Alcoholic Beverage License Tax	\$0	\$0	\$6,000	\$6,000	0.00%	0%
001-01-33-335-35180	Half Cent Sales Tax	\$27,497	\$54,715	\$330,000	\$275,285	16.58%	19%
001-01-34-341-34000	General Government Charges	\$809	\$1,658	\$9,000	\$7,342	18.42%	19%
001-01-34-341-34180	Planning and Zoning Fees	\$20,800	\$25,859	\$0	(\$25,859)	NA	NA
001-01-34-341-34190	Cost Recovery Fees	\$30,000	\$76,063	\$210,000	\$133,937	36.22%	23%
001-01-35-351-35150	Court Fines	\$437	\$1,198	\$0	(\$1,198)	NA	201%
001-01-35-354-35400	Code Enforcement Fines	\$0	\$234	\$10,000	\$9,766	2.34%	2%
001-01-35-354-35401	Alarm Violation	\$0	\$244	\$0	(\$244)	NA	#N/A
001-01-35-354-35410	Tree Mitigation	\$0	\$0	\$0	\$0	NA	#N/A
001-01-36-361-36110	Interest	\$837	\$2,536	\$5,000	\$2,464	50.72%	57%
001-01-36-369-36990	Other Miscellaneous Revenue	\$0	\$0	\$1,000	\$1,000	0.00%	37%
001-14-36-361-36110	Interest for FMIVT	\$0	\$2,397	\$0	(\$2,397)	NA	88%
	Fund Balance Appropriated	\$0	\$504,331	\$506,059	\$1,728	99.66%	NA
<b>Total Revenues</b>		<b>\$996,216</b>	<b>\$2,112,282</b>	<b>\$4,230,567</b>	<b>\$2,118,286</b>	<b>49.93%</b>	

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>EXPENSES</b>							
001-10-51-511-51200	Regular Salaries	\$3,750	\$11,250	\$45,000	\$33,750	25.00%	#N/A
001-10-51-511-52100	FICA Taxes	\$287	\$868	\$3,443	\$2,575	25.20%	#N/A
001-10-51-511-53101	Town Council Legal Expenses	\$2,397	\$7,450	\$0	\$0	NA	#N/A
001-10-51-511-53100	Lobbying Services	\$0	\$18,647	\$70,000	\$51,353	26.64%	NA
001-10-51-511-54000	Travel	\$0	\$370	\$5,000	\$4,630	7.40%	6%
001-10-51-511-55400	Books, Publications, Subscriptions	\$0	\$2,812	\$5,000	\$2,188	56.24%	87%
001-10-51-511-55500	Education & Training	\$0	\$0	\$3,000	\$3,000	0.00%	#N/A
001-10-51-511-58200	Special Events/ Contributions	\$1,381	\$9,115	\$10,000	\$885	91.15%	5%
001-12-51-512-51200	Regular Salaries	\$66,815	\$114,612	\$518,013	\$403,401	22.13%	24%
001-12-51-512-51400	Overtime	\$1,750	\$3,016	\$17,500	\$14,484	17.23%	5%
001-12-51-512-52100	FICA Taxes	\$5,095	\$8,668	\$39,628	\$30,960	21.87%	23%
001-12-51-512-52200	Retirement FRS	\$6,545	\$13,458	\$106,502	\$93,044	12.64%	12%
001-12-51-512-52300	Health and Life Insurance	(\$1,183)	\$11,299	\$53,366	\$42,067	21.17%	9%
001-12-51-512-52400	Worker's Compensation	\$0	\$2,552	\$1,805	(\$747)	141.37%	453%
001-12-51-512-53400	Other Professional Services	\$2,650	\$2,761	\$3,000	\$239	92.03%	39%
001-12-51-512-54000	Travel	\$172	\$1,257	\$9,000	\$7,743	13.97%	9%
001-12-51-512-54200	Postage and Freight	\$0	\$0	\$3,000	\$3,000	0.00%	3%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$430	\$895	\$8,000	\$7,105	11.19%	11%
001-12-51-512-54930	Election Expense	\$450	\$1,150	\$20,000	\$18,850	5.75%	2%
001-12-51-512-54960	Legal Advertising	\$0	\$1,657	\$5,000	\$3,343	33.14%	118%
001-12-51-512-55100	Office Supplies	\$230	\$2,796	\$10,000	\$7,204	27.96%	84%
001-12-51-512-55400	Books, Publications, Subscriptions	\$0	\$5,776	\$6,000	\$224	96.27%	13%
001-12-51-512-55500	Education & Training	\$62	\$167	\$4,000	\$3,833	4.18%	23%
001-14-51-513-53110	Payroll Fees	\$601	\$1,852	\$8,000	\$6,148	23.14%	27%
001-14-51-513-53200	Accounting and Auditing	\$0	\$30,868	\$100,000	\$69,132	30.87%	4%
001-14-51-513-53300	Compliance Auditing	\$3,000	\$3,000	\$25,000	\$22,000	12.00%	#N/A
001-14-51-513-54910	Bank and Merchant Account Charges	\$1,155	\$4,121	\$10,000	\$5,879	41.21%	NA
001-16-51-514-53100	Professional Services Legal Fees	\$14,073	\$29,680	\$175,000	\$145,320	16.96%	45%
001-18-51-515-51200	Regular Salaries-Building	\$8,393	\$8,393	\$82,000	\$73,607	10.24%	#N/A
001-18-51-515-51400	Overtime-Building	\$494	\$494	\$1,500	\$1,006	32.93%	#N/A
001-18-51-515-52100	FICA Taxes-Building	\$731	\$731	\$6,388	\$5,657	11.44%	#N/A
001-18-51-515-52200	Retirement FRS-Bulding	\$0	\$0	\$11,331	\$11,331	0.00%	#N/A
001-18-51-515-52300	Health and Life Insurance-Building	\$0	\$0	\$9,319	\$9,319	0.00%	#N/A
001-18-51-515-52400	Worker's Compensation-Building	\$0	\$0	\$134	\$134	0.00%	#N/A
001-18-51-518-53100	Professional Service- Building Protective Services	\$0	\$0	\$65,000	\$65,000	0.00%	#N/A
001-20-51-515-53400	Other Services- Planning Process	\$0	\$919	\$4,000	\$3,081	22.97%	NA

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
001-20-51-515-53420	Comprehensive Plan	\$0	\$7,600	\$30,000	\$22,400	25.33%	5%
001-20-51-515-53450	Planning & Zoning Contract	\$0	\$12,469	\$45,000	\$32,531	27.71%	14%
001-20-51-515-53451	Planner On Call	\$0	\$3,000	\$10,000	\$7,000	30.00%	13%
001-20-51-515-53490	Cost Recovery Expenditures	\$2,579	\$35,436	\$160,000	\$124,564	22.15%	13%
001-20-51-515-54960	Legal Advertising	\$0	\$1,355	\$9,500	\$8,145	14.26%	0%
001-22-51-519-51200	Regular Salaries- Code	\$10,583	\$21,479	\$91,780	\$70,301	23.40%	NA
001-22-51-519-51400	Overtime-Code	\$594	\$1,684	\$0	(\$1,684)	NA	NA
001-22-51-519-52100	FICA Taxes-Code	\$857	\$1,770	\$7,021	\$5,251	25.21%	NA
001-22-51-519-52200	Retirement FRS-Code	\$964	\$1,301	\$15,398	\$14,097	8.45%	NA
001-22-51-519-52300	Health and Life Insurance-Code	\$90	\$1,601	\$15,060	\$13,459	10.63%	NA
001-22-51-519-52400	Workers' Compensation-Code	\$0	\$5,757	\$4,071	(\$1,686)	141.42%	#N/A
001-22-51-519-53100	Professional Services - Legal	\$6,486	\$16,873	\$75,000	\$58,127	22.50%	NA
001-22-51-519-53150	Special Magistrate	\$1,281	\$1,938	\$25,000	\$23,063	7.75%	22%
001-22-51-519-53400	Other Services - Code	\$0	\$7,518	\$3,000	(\$4,518)	250.60%	0%
001-22-51-519-54100	Legal Advertising	\$0	\$0	\$5,000	\$5,000	0.00%	0%
001-22-51-519-53491	Code Compliance Costs	\$0	\$1,587	\$0	(\$1,587)	NA	NA
001-22-51-519-55500	Education & Training	\$0	\$0	\$1,000	\$1,000	0.00%	NA
001-26-52-521-53410	Law Enforcement (PBSO)	\$55,008	\$220,031	\$661,000	\$440,969	33.29%	33%
001-31-51-519-54103	Cellular Services	\$0	\$0	\$7,500	\$7,500	0.00%	#N/A
001-31-51-519-54105	Website Costs	\$0	\$12,670	\$20,000	\$7,330	63.35%	#N/A
001-31-51-519-54107	Internet Service	\$0	\$0	\$12,000	\$12,000	0.00%	#N/A
001-31-51-519-54109	Computer Services, Node (0), Office 365	\$4,027	\$6,794	\$30,000	\$23,206	22.65%	#N/A
001-31-51-519-54922	Computer Subscription Services	\$1,350	\$12,243	\$30,000	\$17,757	40.81%	#N/A
001-32-51-519-53400	Other Service- Janitorial and Maintenance	\$475	\$8,810	\$20,000	\$11,190	44.05%	93%
001-32-51-519-54300	Utilities	\$490	\$1,742	\$10,000	\$8,258	17.42%	14%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	\$646	\$5,162	\$13,000	\$7,838	39.71%	28%
001-32-51-519-54500	Insurance other than Workers' Compensation	\$450	\$71,615	\$90,000	\$18,385	79.57%	45%
001-32-51-519-54600	Repair and Maintenance - Building	\$9	\$791	\$10,000	\$9,209	7.91%	0%
001-32-51-519-54910	Computer Hardware and Software	\$0	\$0	\$0	\$0	NA	60%
001-78-51-519-58220	Loxahatchee Groves CERT	\$0	\$0	\$4,127	\$4,127	0.00%	#N/A
001-90-58-581-59305	Transfer to C.I.P Fund	\$0	\$1,202,853	\$1,202,853	\$0	100.00%	100%
001-90-58-581-59405	Transfer to Solid Waste Fund	\$0	\$118,000	\$175,000	\$57,000	67.43%	100%
	Contribution to Fund Balance			\$4,329			
<b>Total Expenses</b>		<b>\$205,168</b>	<b>\$2,082,711</b>	<b>\$4,230,568</b>	<b>\$2,150,978</b>	<b>49.23%</b>	
<b>Revenues Less Expenditures</b>			<b>\$29,571</b>	<b>(\$0)</b>			

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>101 - Transportation Fund</b>							
<b>REVENUES</b>							
101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$26,689	\$47,939	\$278,836	\$230,897	17.19%	16%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	\$12,270	\$21,762	\$127,550	\$105,788	17.06%	16%
<b>Total Revenues</b>		<u>\$38,959</u>	<u>\$69,701</u>	<u>\$406,386</u>	<u>\$336,685</u>	<u>17.15%</u>	
<b>EXPENSES</b>							
101-40-58-581-59105	Transfer to Roads and Drainage	\$0	\$0	\$278,836	\$278,836	0.00%	100%
101-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$0	\$127,550	\$127,550	0.00%	100%
<b>Total Expenses</b>		<u>\$0</u>	<u>\$0</u>	<u>\$406,386</u>	<u>\$406,386</u>	<u>0.00%</u>	
<b>Revenues Less Expenditures</b>			<u>\$69,701</u>	<u>\$0</u>			

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>103 - Local Option Sales Tax (L.O.S.T) Fund</b>							
<b>REVENUES</b>							
103-01-31-312-31260	Sales Tax Infrastructure	\$22,243	\$55,928	\$334,000	\$278,072	16.74%	21%
103-14-36-361-36110	Interest for FMIVT	\$0	\$1,965	\$0	(\$1,965)	NA	NA
<b>Total Revenues</b>		<u>\$22,243</u>	<u>\$57,893</u>	<u>\$334,000</u>	<u>\$276,107</u>	<u>17.33%</u>	
<b>EXPENSES</b>							
103-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$0	\$334,000	\$334,000	0.00%	100%
<b>Total Expenses</b>		<u>\$0</u>	<u>\$0</u>	<u>\$334,000</u>	<u>\$334,000</u>	<u>0.00%</u>	
<b>Revenues Less Expenditures</b>		<u>\$57,893</u>		<u>\$0</u>			

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>105 - Water Control District</b>							
<b>REVENUES</b>							
105-01-32-325-32510	Other Assessments	\$0	\$0	\$30,000	\$30,000	0.00%	NA
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$705,532	\$1,087,913	\$1,560,164	\$472,251	69.73%	71%
105-01-32-325-32522	Discount Fees	(\$27,793)	(\$41,923)	(\$62,407)	(\$20,484)	67.18%	57%
105-01-32-325-36990	Other Assessments - PBCSB	\$0	\$5	\$3,000	\$2,995	0.17%	0%
105-01-36-369-36990	Miscellaneous Revenue	\$0	\$629	\$5,000	\$4,371	12.59%	141%
105-01-38-381-38111	Contributions from Transportation Fund	\$0	\$0	\$278,836	\$278,836	0.00%	100%
	Carryover Line Items From FY23	\$0	\$0	\$320,928	\$320,928	0.00%	
	Fund Balance Appropriated	\$0	\$232,556	\$624,113	\$391,557	37.26%	
<b>Total Revenues</b>		<b>\$677,739</b>	<b>\$1,279,181</b>	<b>\$2,759,634</b>	<b>\$1,480,454</b>	<b>46.35%</b>	
<b>EXPENSES</b>							
105-50-53-538-51200	Regular Salaries	\$77,398	\$143,409	\$729,322	\$585,913	19.66%	17%
105-50-53-538-51400	Overtime	\$3,561	\$7,224	\$18,500	\$11,276	39.05%	32%
105-50-53-538-51500	Special Pay	\$462	\$924	\$7,344	\$6,420	12.58%	24%
105-50-53-538-52100	FICA Taxes	\$6,177	\$11,396	\$53,544	\$42,147	21.28%	17%
105-50-53-538-52200	Retirement FRS	\$6,993	\$14,064	\$147,784	\$133,720	9.52%	9%
105-50-53-538-52300	Health and Life Insurance	(\$2,318)	\$21,187	\$58,925	\$37,738	35.96%	18%
105-50-53-538-52400	Worker's Compensation	\$0	\$39,303	\$27,792	(\$11,511)	141.42%	324%
105-50-53-538-53102	Professional Service - Drug Test	\$200	\$450	\$2,000	\$1,550	22.50%	17%
105-50-53-538-53200	Accounting and Auditing	\$3,000	\$3,000	\$40,981	\$37,981	7.32%	47%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$0	\$12,383	\$72,717	\$60,334	17.03%	24%
105-50-53-538-53480	Other Services - PBC Admin Fee	(\$736)	\$12,052	\$15,602	\$3,550	77.25%	10%
105-50-53-538-51200.xx	Salaries	\$0	\$0	\$114,400	\$114,400	0.00%	#N/A
105-50-53-538-51400.xx	Overtime	\$0	\$0	\$0	\$0	NA	#N/A
105-50-53-538-52100.xx	FICA Taxes & Medicare	\$0	\$0	\$8,751	\$8,751	0.00%	#N/A
105-50-53-538-52200.xx	Retirement FRS	\$0	\$0	\$19,193	\$19,193	0.00%	#N/A
105-50-53-538-52300.xx	Health and Life Insurance	\$0	\$0	\$12,604	\$12,604	0.00%	#N/A
105-50-53-538-52400.xx	Worker's Compensation	\$0	\$0	\$8,995	\$8,995	0.00%	#N/A
105-50-53-538-54100	Communication Services	\$1,607	\$11,861	\$24,000	\$12,139	49.42%	49%
105-50-53-538-54300	Utilities	\$464	\$1,513	\$18,115	\$16,602	8.35%	7%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$11,657	\$84,645	\$303,000	\$218,355	27.94%	30%
105-50-53-538-54500	Insurance other than Workers' Compensation	\$450	\$66,574	\$60,000	(\$6,574)	110.96%	78%
105-50-53-538-54680	Repair and Maintenance Svc -	\$0	\$11,847	\$69,548	\$57,701	17.03%	31%
105-50-53-538-54901	Indirect Cost Allocations	\$0	\$0	\$172,500	\$172,500	0.00%	100%

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
105-50-53-538-54910	Computer hardware & Software	\$100	\$100	\$20,000	\$19,900	0.50%	162%
105-50-53-538-54980	Uniforms	\$0	\$0	\$2,000	\$2,000	0.00%	22%
105-50-53-538-55100	Office Supplies	\$0	\$3,536	\$1,000	(\$2,536)	353.60%	55%
105-50-53-538-55210	Fuel	\$1,222	\$9,068	\$50,042	\$40,974	18.12%	14%
105-50-53-538-55220	Lubricants	\$0	\$0	\$7,632	\$7,632	0.00%	9%
105-50-53-538-55400	Books, Publications, Subscriptions	\$0	\$1,372	\$2,000	\$628	68.60%	3%
105-50-53-538-55500	Education & Training	\$0	\$236	\$2,000	\$1,764	11.80%	40%
105-50-54-541-53400	Engineering	\$0	\$21,874	\$40,000	\$18,126	54.69%	NA
105-50-54-541-54440	Rental and Leases - Equip, Storage, etc	\$0	\$4,961	\$0	(\$4,961)	NA	NA
105-50-54-541-54670	Traffic Control Signs	\$0	\$0	\$28,996	\$28,996	0.00%	7%
105-50-54-541-54680	Repair and Maintenance - Machinery	\$2,739	\$27,278	\$40,000	\$12,722	68.20%	69%
105-50-54-541-55200	Operating Supplies	\$0	\$5,116	\$29,656	\$24,540	17.25%	14%
105-50-54-541-55300	Road Materials & Supplies	\$0	\$5,581	\$15,000	\$9,419	37.21%	3%
105-50-54-541-55310	Road Maintenance and Service	\$7,207	\$37,283	\$225,000	\$187,717	16.57%	4%
105-50-54-541-55500	Education & Training	\$0	\$0	\$1,000	\$1,000	0.00%	0%
105-50-54-541-57301	Other Debt Service Costs	\$0	\$0	\$5,000	\$5,000	0.00%	0%
105-50-54-541-59001	Transfer to CIP	\$0	\$0	\$304,691	\$304,691	0.00%	#N/A
105-50-54-541-56400	Capitalized Leases and Purchases of Equipment	\$0	\$958	\$0	(\$958)	NA	#N/A
<b>Total Expenses</b>		<b>\$120,183</b>	<b>\$559,195</b>	<b>\$2,759,634</b>	<b>\$2,200,439</b>	<b>20.26%</b>	
<b>Revenues Less Expenditures</b>			<b>\$719,986</b>	<b>\$0</b>			

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>305 - Capital Improvement Project (C.I.P) Fund</b>							
<b>REVENUES</b>							
305-01-33-337-33700	Local Gov't Unit Grant - Physical Environment	\$0	\$0	\$750,000	\$750,000	0.00%	#N/A
305-01-33-337-33701	Resiliency Grant	\$0	\$0	\$350,000	\$350,000	0.00%	#N/A
305-01-38-381-38105	Contribution from Road and Drainage	\$0	\$0	\$304,691	\$304,691	0.00%	#N/A
305-01-38-381-38110	Contribution from General Fund	\$0	\$0	\$1,202,853	\$1,202,853	0.00%	100%
305-01-38-381-38111	Contributions from Transportation Fund	\$0	\$0	\$127,550	\$127,550	0.00%	100%
305-01-38-381-38112	Contributions From Surtax Fund	\$0	\$0	\$334,000	\$334,000	0.00%	100%
	Balances Brought Forward	\$0	\$2,585	\$664,549	\$661,964	0.39%	#N/A
<b>Total Revenues</b>		\$0	\$2,585	\$3,733,643	\$3,731,058	0.07%	
<b>EXPENSES</b>							
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	\$0	\$0	\$500,000	\$500,000	0.00%	#N/A
305-60-53-538-56335	Miscellaneous Culvert Failures/Emergency Repairs	\$0	\$0	\$54,300	\$54,300	0.00%	#N/A
305-60-53-538-56336	11th Ter and D Rd Bridge Culvert	\$0	\$0	\$126,000	\$126,000	0.00%	#N/A
305-60-53-538-56337	Restoration of Canal Banks	\$0	\$0	\$205,794	\$205,794	0.00%	#N/A
305-60-53-538-56338	Emergency Bank Stabilization Collecting Canal	\$0	\$0	\$198,000	\$198,000	0.00%	#N/A
305-60-53-538-56348	B Road Culvert, FEMA, Funded Temp from Misc Culvert	\$0	\$0	\$125,700	\$125,700	0.00%	#N/A
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Funded From 11th Terrace and D Road Culvert fy 23 carryover	\$0	\$0	\$126,000	\$126,000	0.00%	#N/A
305-60-54-541-56101	West C (Gruber to Forest Lane)- Paving	\$0	\$0	\$69,000	\$69,000	0.00%	#N/A
305-60-54-541-56102	West D (Gruber to Bunny Lane)- Paving	\$0	\$0	\$69,000	\$69,000	0.00%	#N/A
305-60-54-541-56103	Global Trail- Paving	\$0	\$0	\$92,000	\$92,000	0.00%	#N/A
305-60-54-541-56104	Kerry Lane- Paving	\$0	\$0	\$69,000	\$69,000	0.00%	#N/A
305-60-54-541-56105	24th Fourth (E & W of F Road)- Paving	\$0	\$0	\$138,000	\$138,000	0.00%	#N/A
305-60-54-541-56106	161st Terrace North- Paving	\$0	\$0	\$460,000	\$460,000	0.00%	#N/A
305-60-54-541-56107	Gruber- Paving	\$0	\$0	\$115,000	\$115,000	0.00%	#N/A
305-60-54-541-56108	E Citrus- Paving	\$0	\$0	\$115,000	\$115,000	0.00%	#N/A
305-60-54-541-56109	147th- Paving	\$0	\$0	\$28,750	\$28,750	0.00%	#N/A
	West 25th Street N-paving Carryover	\$0	\$0	\$50,000	\$50,000	0.00%	#N/A
305-60-54-541-56154	161st and A Rd Bridge Culvert-FY23 Carryover	\$0	\$2,585	\$108,000	\$105,415	2.39%	0%
305-60-54-541-56305	E North to SN Road -Paving Carryover	\$0	\$0	\$154,885	\$154,885	0.00%	0%
305-60-54-541-56307	West G Road- Paving Carryover	\$0	\$0	\$97,500	\$97,500	0.00%	0%
305-60-54-541-56311	Folsom Road- Paving Carryover	\$0	\$0	\$40,014	\$40,014	0.00%	0%



Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

	December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
305-60-54-541-56315	\$0	\$0	\$35,000	\$35,000	0.00%	#N/A
305-60-54-541-56316	\$0	\$0	\$21,000	\$21,000	0.00%	#N/A
305-60-54-541-56317	\$0	\$0	\$21,000	\$21,000	0.00%	#N/A
305-60-54-541-56318	\$0	\$0	\$28,000	\$28,000	0.00%	#N/A
305-60-54-541-56319	\$0	\$0	\$10,500	\$10,500	0.00%	#N/A
305-60-54-541-56321	\$0	\$0	\$21,000	\$21,000	0.00%	#N/A
305-60-54-541-56322	\$0	\$0	\$35,000	\$35,000	0.00%	#N/A
305-60-54-541-56323	\$0	\$0	\$35,000	\$35,000	0.00%	#N/A
305-60-54-541-56324	\$0	\$0	\$8,500	\$8,500	0.00%	#N/A
305-60-54-541-56325	\$0	\$0	\$105,000	\$105,000	0.00%	#N/A
305-60-54-541-56326	\$0	\$0	\$25,000	\$25,000	0.00%	#N/A
305-60-54-541-56327	\$0	\$0	\$35,000	\$35,000	0.00%	#N/A
305-60-54-541-56328	\$0	\$0	\$23,550	\$23,550	0.00%	#N/A
305-60-54-541-56500	\$0	\$0	\$0	\$0	NA	#N/A
305-60-54-541-56541	\$0	\$0	\$350,000	\$350,000	0.00%	#N/A
			\$38,150			
<b>Total Expenses</b>	\$0	\$2,585	\$3,733,643	\$3,692,908	0.07%	
<b>Revenues Less Expenditures</b>		\$0	\$0			

Agenda  
**Town of Loxahatchee**  
**Budget to Actual**  
 DECEMBER 31, 2023

		December	YTD	Budgeted	Balance	Used Thru 12/31/23	FY23 % Used Thru 12/31/22
<b>405 - Solid Waste</b>							
<b>REVENUES</b>							
405-01-32-325-32520	Solid Waste Assessments	\$311,233	\$439,224	\$604,400	\$165,176	72.67%	72%
405-01-32-325-32522	Discount Fees	(\$12,291)	(\$17,614)	(\$24,176)	(\$6,562)	72.86%	58%
405-01-34-343-34300	SWA Recycling Income	\$0	\$0	\$500	\$500	0.00%	0%
405-01-36-361-36110	Interest	\$0	\$0	\$500	\$500	0.00%	0%
405-01-38-381-38110	Contribution from General Fund	\$0	\$0	\$118,000	\$118,000	0.00%	100%
<b>Total Revenues</b>		<b>\$298,942</b>	<b>\$421,610</b>	<b>\$756,224</b>	<b>\$277,614</b>	<b>55.75%</b>	
<b>EXPENSES</b>							
405-70-53-534-53409	Other Sanitation Service	\$11,797	\$16,483	\$10,000	(\$6,483)	164.83%	16%
405-70-53-534-53440	Solid Waste Contract	\$57,167	\$171,501	\$682,804	\$511,303	25.12%	28%
405-70-53-534-53480	PBC Admin Fee 1%	\$81	\$4,216	\$6,044	\$1,828	69.76%	28%
	Transfer to Fund Balance	\$0	\$0	\$57,376	\$57,376	0.00%	#N/A
<b>Total Expenses</b>		<b>\$69,045</b>	<b>\$192,200</b>	<b>\$756,224</b>	<b>\$564,024</b>	<b>25.42%</b>	
<b>Revenues Less Expenditures</b>		<b>\$229,410</b>		<b>\$0</b>			



155 F Road Loxahatchee Groves, FL 33470

### Agenda Item # 3

**TO:** Town Council of the Town of Loxahatchee Groves

**FROM:** Francine Ramaglia, Town Manager

**DATE:** March 5, 2024

**SUBJECT:** Approval of Resolution No. 2024- 09 approving the ratification of the Contract for Emergency Canal Bank Stabilization with WBI Contracting of Palm Beach, Inc.

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#### Background

Following discussion of the emergent conditions existing on portions of the north bank of Collecting Canal, the Town Council at its October 17, 2023, Council meeting authorized the Town Manager to negotiate a contract with qualified contractor(s) on an emergency basis to make repairs to approximately 2,000 linear feet of the bank at a price not to exceed \$200,000. The Town Manager secured quotes from three contractors to have the work done. The only contractor who was able to supply the requested services at a price below the \$200,000 authorized by the Council was WBI Contracting of Palm Beach, Inc.

The Town Manager negotiated and entered into a contract for the repair work in the amount of \$197,500. Of note, the contract provisions include the following:

- Liquidated damages have been waived
- No bond is required – due to the cost of the project, the bond requirement is waivable
- The general commercial liability insurance coverage does not include the Town as an additional insured – see attached Memorandum
- The Town is not directly purchasing any materials for this work
- The work is under a one-year warranty
- The Town will obtain any necessary permits

The work is underway and is anticipated to be 90% complete at the time of the Council meeting.

#### Recommendation

Move that Town Council adopt Resolution No. 2024 – 09 ratifying the Emergency Procurement and Execution of a Contract for Canal Bank Stabilization with WBI Contracting of Palm Beach, Inc., as executed by the Town Manager effective January 12, 2024.

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**MEMORANDUM****To: Francine Ramaglia, Town Manager****From: Project Coordinator****Date: February 1, 2024****RE: WBI Contract for Canal Bank Stabilization Commercial General Liability Policy**

This note will serve to confirm our discussion with respect to the acceptance of the commercial general liability policy provided by the WBI Contracting of Palm Beach, Inc. (WBI). WBI provided a commercial general liability policy from Nationwide that met the requisite amounts of coverage necessary under the terms of the contract. Nationwide refused to add the Town as an additional insured, despite several diligent attempts by WBI to have the Town listed as an additional insured.

The requirement to be added as an additional insured was listed in the contract. The additional insured language is not required by the Town's Procurement Code or Administrative Purchasing & Procedures Policy Manual. The Town Manager was authorized by the Town Council to negotiate a contract in an amount not to exceed \$200,000 to stabilize portions of the Collecting Canal Bank that had made travelling on Collecting Canal Road dangerous. The pricing received from WBI was substantially below the bids provided by Johnson and Davis and Murray Logan.

As the additional insured language is not required by ordinance or policy the Town Manager within their business judgment has the ability to include or waive the language. Since WBI's general commercial liability policy met the required limits of coverage and alternative liability policy from another carrier was not readily or economically available, the inability to name the Town as additional insured was determined to be an issue that the Town Manager could and should waive in order for the contract to move forward. The alternative would have been to rebid the project and further delay the repairs. Moreover, the pricing would most probably be an increase over the current pricing. The risk associated with not requiring the language was not deemed to be substantial because the underlying amount of coverage for WBI's acts exists and the Town is insured against claims under their own existing policy. The indemnification provision of the contract remains intact.

The amended contract will be brought to Council for ratification at their upcoming meeting in March or April.

The contract should be amended by interlineation to reflect the decision. The contractor has been informed of the decision and is being given a notice to proceed.

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**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA RATIFYING THE EMERGENCY PROCUREMENT AND EXECUTION OF AN AGREEMENT WITH WBI CONTRACTING OF PALM BEACH, INC. TO STABILIZE THE CANAL BANK ALONG COLLECTING CANAL PURSUANT TO THE COMPETITIVE BID WAIVER REQUIREMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager determined that there exists a compelling emergency which constitutes an immediate threat to the public health, safety or welfare pertaining to the destabilization of the canal bank along Collecting Canal; and

**WHEREAS**, the Town Manager determined that the delay incident to the competitive bidding process would be detrimental to the interests of the Town Council of the Town of Loxahatchee Groves (the “Town”), and that the immediate danger required emergency action in order to procure a contractor for the immediate stabilization of the canal bank; and

**WHEREAS**, on October 17, 2023, the Town Council acknowledged the compelling emergency as declared by the Town Manager, and that emergency action was necessary for the immediate procurement of a contractor to stabilize the canal bank along Collecting Canal for a price not to exceed \$200,000; and

**WHEREAS**, the Town Manager is authorized pursuant to Section 2-2-133(b)(3) of the Town Code of Ordinances to waive competitive bidding or competitive proposals in order to secure the emergency procurement, and that the time required to obtain pricing information increases the immediate danger to the public health, safety, or welfare or other substantial loss to the Town; and

**WHEREAS**, the Town Manager secured quotes and entered into negotiations to stabilize the canal bank with three contractors and WBI Contracting of Palm Beach, Inc. (“Contractor”), provided the lowest price per linear foot and was the only contractor that could do the required work for a price under \$200,000 as authorized by the Town Council; and

**WHEREAS**, the Town Manager in accordance with the authority and direction given by the Town Council has executed a Contract for Emergency Canal Bank Stabilization with Contractor; and

**WHEREAS**, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council may waive competitive bidding or competitive proposals

Resolution No. 2024 - 09

in the best interest of the Town; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves acknowledges the emergency situation, and declares that entering into the Agreement with WBI Contracting of Palm Beach, Inc. was necessary to alleviate the emergency situation, is in the best interest of the Town and serves a valid public purpose.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby ratifies and approves the Agreement with WBI Contracting of Palm Beach, Inc. to perform the emergency stabilization of the canal bank along Collecting Canal as executed by the Town Manager effective January 12, 2014.

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

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

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



Resolution No. 2024 - 09

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE**

**GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_ 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Councilmember Phillis Maniglia

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## CONTRACT FOR EMERGENCY CANAL BANK STABILIZATION

**THIS CONTRACT** for the Emergency Canal Bank Stabilization Project (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **WBI Contracting of Palm Beach, Inc.**, a Florida corporation, with its principal address at 1538 B Road, Loxahatchee, Florida 33470 (“Contractor”).

WHEREAS, the Town has an emergent condition on the north bank of Collecting Canal adjacent to Collecting Canal Road; and

WHEREAS approximately, 2000 linear feet of the canal bank is in need of emergency repairs to prevent a collapse of the bank which could endanger lives and property, and

WHEREAS the Town has closed the travel lane adjacent to the canal to prevent injury and damage to property pending the repair of the canal bank; and

WHEREAS the Town will keep the travel lane adjacent to the canal closed during the term of this contract maintaining the existing signs and devices on the roadway for one-way traffic; and

WHEREAS, the Town Manager is authorized pursuant to §2-133(b)(3) of the code of ordinances of the Town of Loxahatchee Groves to make emergency purchases; and

WHEREAS, pursuant to said authority the Town Manager has negotiated the scope of work and pricing with qualified contractors; and

WHEREAS, the Contractor has agreed to the pricing and timetable for the work contained herein; and

WHEREAS, the Contractor further warrants that it is experienced and capable of providing the material hereunder in a professional and competent manner; and

WHEREAS, the Town Manager has determined that the pricing and time frame offered by the Contractor to complete the emergency bank stabilization is better than that offered by any of the other contractors contacted by the Town; and

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

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

### **Article 1. GENERAL INFORMATION.**

1.1 **Scope of Services.** The Contractor shall provide the services requested by the Town and required as described herein. The general nature of the services to be provided by the Contractor under this Contract

are construction services for canal bank stabilization as described in the scope of work attached hereto and incorporated herein as Exhibit A (“Project”).

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

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

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

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

1.4 **Term.** This exclusive Contract shall become effective upon execution by the Town Manager. Unless earlier terminated as provided for herein, the term of this Contract shall be sixty (60) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of fifteen (15) days.

## **Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.**

2.1 **Timely Services.** All services are to be provided within sixty (60) days from the date of notice to proceed.

2.2 **Liquidated Damages.** **Although the Town and Contractor recognize that time is of the essence under this Contract and that Contractor will use its best efforts to complete the work in a timely manner the Town is not demanding liquidated damages in the event of a failure to timely complete the work.**

## **Article 3. PAYMENT PROCEDURES.**

3.1 **Generally.** The cost for the Scope of Work under this Contract shall be in accordance with the Contractor's Pricing, attached hereto and incorporated herein as **Exhibit “B”** and the applicable Work Order. Total costs of the Project shall not exceed Two Hundred Thousand Dollars (\$200,000.00). The

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

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

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

**3.2 Direct Purchases.** The Town will not make direct purchase of any supplies or materials related to this project.

**3.3 Payments.** Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein.

**3.4 Substantial Completion.** Upon substantial completion, the Contractor and Town shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

**3.5 Final Invoice.** Upon final completion and acceptance of the work in accordance with the Scope of Work and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor.

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

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

#### **Article 4. SUBCONTRACTS.**

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of

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

#### **Article 5. INDEMNITY; INSURANCE.**

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

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any

immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause.

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

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

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

#### **Article 6. PUBLIC CONSTRUCTION BOND.**

The anticipated cost of the work is less than \$200,000 and time frame for completion of the work is short and without the expectation of many payments to the Contractor, therefore the Town is **not requiring** a public construction bond for the scope of work under this Contract. This exercise of discretion is in accordance with section 255.05, Florida Statutes.

**Article 7. TERMINATION.**

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

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

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

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

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

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

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

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

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



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

**Article 8. MISCELLANEOUS.**

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

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

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

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

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

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

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

applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

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

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

8.10 **Effective Date.** The effective date of this Contract is the date the Contract is fully executed by both parties.

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

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

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

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

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

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

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

and to the Contractor as follows:

WBI Contracting of Palm Beach, Inc  
Attn: Jorge Perez, President  
1538 B Road  
Loxahatchee Groves, FL 33470

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

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

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

8.22 **Warranty.** Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the Scope of Work and this Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of

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

8.13.1 Contractor shall not provide gifts or entertainment to Town, its elected officials or employees.

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

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

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

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

all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

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

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Town upon Request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Contract Documents; and

f. Be aware that if Town terminates the Contract Documents under Section 448.095(2)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by Town as a result of termination of the Contract Documents.

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

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

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

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

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

- State of Florida Underground Utility Contractor's license

The Contractor will also be required, at the time of contract execution, of have a business tax receipt in accordance with the following:

- No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
- Any person engaging in any business, occupation or profession within the town without a permanent business location or branch office in the town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the Town and Contractor have caused this Contract for Collecting Canal Bank Stabilization to be executed the day and year last executed below.

**TOWN OF LOXAHATCHEE GROVES**

Date: 1/12/24

By: Francine Ramaglia  
Francine Ramaglia, Town Manager

ATTEST:

Valerie Oakes  
Town Clerk

Approved as to form and legal sufficiency:

Elizabeth V. Lukan  
Office of the Town Attorney

CONTRACTOR: **WBI CONTRACTING OF PALM BEACH, INC.**

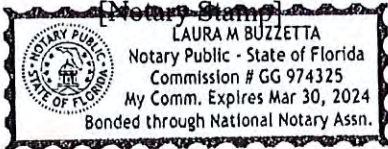
[Corporate Seal, if required]

By: Jorge Perez, President

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of January, 2023, by Jorge Perez, as President of WBI Contracting of Palm Beach, Inc., 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:

Florida Drivers License



Laura M. Buzzetta  
Signature of Notary Public



**EXHIBIT "A"**  
**SCOPE OF WORK**

Repair and stabilize approximately 2000 linear feet of the north canal bank of Collecting Canal

- Import, place, and compact fill for slopes;
- Grade slopes to a minimum of 1.5:1;
- Place woven geotextile filter fabric and stack 12 inch to 18 inch rubble rip rap 3 feet high along water's edge;
- Form and grade 12 inch high (min) berm along roadway;
- Stabilize slope from rubble to top of berm with bahia sod;

Done generally in accordance with the attached drawing in sections of approximately 100 lf at a time. The specific areas will be identified and marked by the Town's Public Works Director prior to the initiation of work.

Town shall maintain current signage and flow of traffic as one-way. Contractor shall provide M.O.T. signs and set up to close-off entire right-of-way in area being worked on, in no more than 100 lf section at a time. The closed right-of-way may be used to store equipment and needed materials during working hours. Contractor shall maintain such road closure in a manner that allows access to and from all driveways such that the adjacent property owner and their invitees shall be able to access Collecting Canal Road.

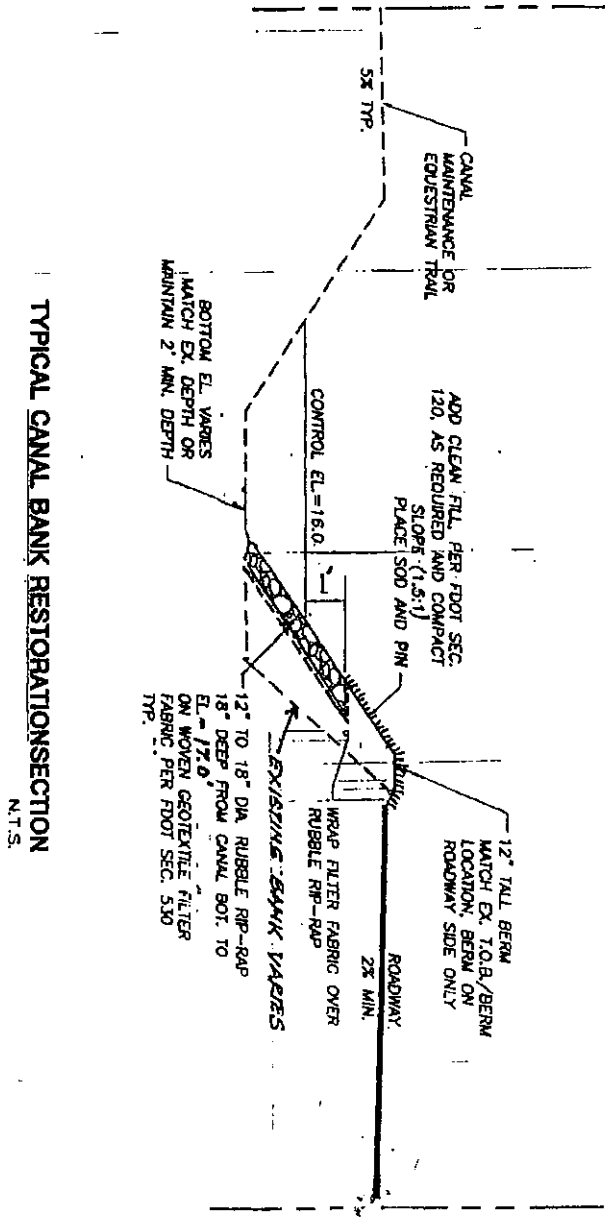
The Contractor shall keep the site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration by the Scope of Work. Clean up and restoration shall be accomplished on a continuing basis throughout the Project and in such a manner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

The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. Other than as described above, no road or street shall be closed to the public, except with the permission of the Town.

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

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

Town shall provide Contractor a staging area at the Town's D Road Yard.



**EXHIBIT "B"**  
**CONTRACTOR'S PRICING**

Pricing is on the basis of the cost per 100 linear feet of repairs and stabilization as set forth in the scope of work. **THE PRICE OF THE WORK PER 100 LINEAR FEET FOR THE PROJECT IS NINE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$9,875.00). THE TOTAL COST OF THE WORK SHALL NOT EXCEED ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$197,500.00).**

**IF THE CONTRACTOR OR TOWN BELIEVES ADDITIONAL AREAS WARRANT REPAIR, THE CONTRACTOR IS NOT AUTHORIZED TO PROCEED WITH SUCH WORK UNTIL A CHANGE ORDER HAS BEEN SUBMITTED AND APPROVED BY THE TOWN COUNCIL.**

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 4**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Richard Gallant, E.I., Public Works Director**  
**DATE: March 05, 2024**  
**SUBJECT: Resolution No. 2024-10 Approving Purchase Order to procure 9” to 24” rubble for canal bank stabilization from Murray Logan Construction, LLC**

---

**Background:**

The canal banks in the Town are failing and in need of repair. To facilitate this work, Public Works requires the purchase of 9”to 24” rubble that will be placed below the water line and extend upwards approximately four feet. This will stabilize the base and soil will be extended upward to the top of the bank and covered with sod. All three available contractors known to Public Works were contacted for pricing for 100 loads or 1,000 tons. This should be enough material to facilitate the work that can be completed by our crews through September of 2024. Quotes were received from Murray Logan Construction, LLC and North Florida Rock, LLC d/b/a Arcosa Aggregates. The lowest price received was from Murray Logan in the amount of \$950.00 per load or \$47.50 per ton.

**Recommendations:**

Move that Town Council adopt Resolution No. 2024-10 authorizing the purchase of rock from Murray Logan.

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**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2024-10****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF LARGE 9” to 24” RIP RAP RUBBLE ROCK FROM MURRAY LOGAN CONSTRUCTION, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town is in need of a reliable and nearby source for large 9” to 24” rip rap rubble rock for the continuing maintenance and repair of the canal system throughout the Town; and,

**WHEREAS**, in order to evaluate the cost for rip rap rubble rock, the Town requested quotes from three companies that the Town staff felt could reliably supply large 9” to 24” rip rap rubble rock and which were located near the Town; and,

**WHEREAS**, the Town received written quotes from Murray Logan Construction, LLC and North Florida Rock, LLC d/b/a Arcosa Aggregates for the large 9” to 24” rip rap rubble rock; and,

**WHEREAS**, the Town staff has reviewed the quotes received and believes the prices from both suppliers are fair and reasonable; and,

**WHEREAS**, given that the use of large 9” to 24” rip rap rubble rock, the necessary volume of such, and the timing and schedule of use of large 9” to 24” rip rap rubble rock is difficult to quantify, it is unlikely that a competitive selection process would provide the Town with better prices for large 9” to 24” rip rap rubble rock; and,

**WHEREAS**, based on price and location staff has recommended purchasing from Murray Logan Construction, LLC; and,

**WHEREAS**, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that the sealed competitive method or obtaining quotes for this service is not in the best interest of the Town; and,

**WHEREAS**, the Town has determined the purchase serves a valid public purpose.

Resolution No. 2024-10

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

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

**Section 2.** The Town Council authorizes the entry of purchase orders for the purchase of 9” to 24” rip rap rubble rock from Murray Logan Construction, LLC, not to exceed a total of 100 loads or 1,000 tons, pursuant to the price proposal of \$950 per load and \$47.50 per ton, for use to maintain and repair the canal system throughout the Town as needed in fiscal year 2024.

**Section 3.** This Resolution shall become effective upon adoption.

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

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



Resolution No. 2024-10

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_ 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Robert Shorr

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Councilmember Phillis Maniglia

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**Murray Logan Construction, LLC.**

**Rock Pit**

313 - 65th TRAIL NORTH  
WEST PALM BEACH, FL 33413  
TELEPHONE (561) 686-3948  
FAX (561) 686-7465

**ROCK QUOTE**

DATE: 2/7/2024

BUSINESS/PERSON: Town of Loxahatchee Groves -Richard PHONE: 561-793-2418

QUOTED BY Joey Mendia MOBILE: 561-277-2151  
BEEPER: \_\_\_\_\_

# OF LOADS: 100 loads

ROCK SIZE: 9" to 24" rip rap PIT: West

Dump Truck / Flatbed DT QUOTE: n/a

DELIVERY/PICK UP DATE: TBD

PHONE QUOTE PER LOAD: \$950.00 PER TON: \$47.50 C.O.D./BILLED billed

Tax Exempt

**DOES NOT INCLUDE SALES TAX**

DELIVERY ADDRESS/MILE: TBD

DELIVERY DIRECTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE	DELIVERED BY	# OF LOADS	SIZE	BILLED/C.O.D.
<b>TOTALS:</b>				

**Rock Pit Job # is 15-784**

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155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 5

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Richard Gallant, E.I., Public Works Director  
**DATE:** March 05, 2024  
**SUBJECT:** Resolution No. 2024-11 Approving Purchase Order for Keil Tree Service to cut down 90 nonnative trees

---

### Background:

Nonnative exotic Australian Pines are growing out of control and becoming a hazard to road traffic and will cause damage to the roadways when the FY24 Paving Plan is implemented. The services currently needed are to cut down and remove the debris for 90 Australian pines on Casey Road, Global Trail, 6<sup>th</sup> St East of F Rd, Gruber, and the corner of East Citrus Blvd and F Rd. These trees are being removed as they are a hazard to travelers or a danger to residents. The Public Works Department reviewed the contracts for several municipalities. The procurement and contract method of the other municipalities is to issue an invitation to bid for tree removal services and contact the successful bidders with a scope of work and use the best quote provided at the time the services are to be completed.

Due to the scope and timing of the necessary work, Public Works contacted vendors and has obtained three written quotes. The quotes received were as follows:

Keil Tree Services	\$62,500
Landscape Service Professionals	\$63,900
Country West Landscape and Design	\$66,800

### Recommendations:

Move that Town Council adopt Resolution No. 2024-11 authorizing the purchase of tree removal services from Keil Tree Services.

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**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2024-11****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF TREE REMOVAL SERVICES FROM KIEL TREE SERVICE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town is in need of tree removal services throughout the Town; and,

**WHEREAS**, in order to evaluate the cost for tree removal services, the Town requested quotes from three companies which are located near the Town; and,

**WHEREAS**, the Town received written quotes from Country West Landscape and Design, Corp., Kiel Tree Service, Inc., and Landscape Service Professionals, Inc.; and,

**WHEREAS**, given that the use and timing of the need for tree removal services is difficult to quantify, it is unlikely that a competitive selection process would provide the Town with better prices; and,

**WHEREAS**, based on price and location staff has recommended purchasing from Kiel Tree Service, Inc.; and,

**WHEREAS**, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that the sealed competitive method or obtaining quotes for this service is not in the best interest of the Town; and,

**WHEREAS**, the Town has determined the purchase serves a valid public purpose.

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

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

**Section 2.** The Town Council authorizes the entry of purchase orders for the purchase of

Resolution No. 2024-11

tree removal services from Kiel Tree Service, Inc., for the scope and pricing attached hereto as Exhibit "A".

**Section 3.** This Resolution shall become effective upon adoption.

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_ 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Robert Shorr

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Councilmember Phillis Maniglia

Resolution No. 2024-11

**Exhibit "A"**  
**Scope and Pricing**

1	Casey Road: Remove (40) Trees and Flush Cut
2	Global Trail: Remove (21) Trees and Flush Cut
3	6th Ct. East of F Road: Remove (1) Tree
4	East Citrus: Remove (1) Tree
5	Gruber to C; Remove (27) Trees and Flush Cut
6	Cleanup and Remove All Included Vegetation Debris
7	Remove (1) Large Australian Pine on East Citrus Blvd
Total >>>>>	\$62,500.00

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# ESTIMATE

Kiel Tree Service Inc.  
 13060 Bryan Road  
 Loxahatchee, FL 33470  
 Phone: 561-723-9929  
 Kelsey0531@gmail.com

DATE: FEBRUARY 22, 2024

BILL Town of Loxahatchee  
 TO Groves

ORDER DATE	ORDER NUMBER	JOB
		Removals
1	Casey Road: Remove (40) Trees and Flush Cut	
2	Global Trail: Remove (21) Trees and Flush Cut	
3	6 <sup>th</sup> Ct. East of F Road: Remove (1) Tree	
4	East Citrus: Remove (1) Tree	
5	Gruber to C; Remove (27) Trees and Flush Cut	
6	Cleanup and Remove All Included Vegetation Debris	
7	Remove (1) Large Australian Pine on East Citrus Blvd	
	Total >>>>>	\$62,500.00
	*The original bid did not include the Australian Pine on East Citrus Blvd, due to a miscommunication between the office and the estimator. *	

Terms: Payment is due within (30) days of completion. Kiel Tree Service, Inc. is not liable or responsible for any unforeseen circumstances.

**Thank you for your consideration. We look forward to hearing from you!**

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# Landscape Service Professionals

11820 NW 37th Street  
Coral Springs, FL 33065

Voice: 954-721-6920

Fax: 954-721-6923

# QUOTATION

Quote Number: 7654

Quote Date: Jan 29, 2024

Page: 1

Quoted To:
Town of Loxahatchee Groves 245 West D Road Loxahatchee Groves, FL 33470

Customer ID	Good Thru	Payment Terms	Sales Rep
Town of Loxahatchee	2/28/24	Net 10 Days	

Quantity	Description	Unit Price	Amount
1.00	Location 1. F Road & Citrus Drive: Remove, stump grind and dispose 1 large Australian Pine tree 65-75'	6,500.00	6,500.00
1.00	Location 2. F Road & Casey Road: Remove & dispose approximately 40 Australian Pine trees on side of road (flush cut only)	23,500.00	23,500.00
1.00	Location 3. 15655 Global Trail: Remove & dispose Australian Pines on side of road (flush cut only)	13,000.00	13,000.00
1.00	Location 4. Gruber Lane & C Road: Remove & dispose approximately 27 Australian Pines (flush cut only)	18,000.00	18,000.00
1.00	Location 5. 6th Court & Folsom Road: Remove & dispose Australian Pine tree	2,900.00	2,900.00

Subtotal	63,900.00
Sales Tax	
<b>TOTAL</b>	<b>63,900.00</b>

Authorized Signature:

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155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 6

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine Ramaglia, Town Manager

**DATE:** March 5, 2024

**SUBJECT:** Consideration of *Ordinance No. 2024-02* repealing *Ordinance No. 2023-04* and adopting the annual update to the Capital Improvements Element of the Comprehensive Plan.

---

### **Background:**

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff is suggesting modifications to plan previously adopted through the passage Ordinance No. 2023-04 in September of 2023. The modifications are necessary based on the emergency culvert and canal bank conditions that are being arose after the passage of the Ordinance along with proposed modifications to the FY24 paving program that is currently out to bid.

The adopted CIP called for \$3,069,094 in budgeted revenues and expenditures. In addition, there were \$664,549 available to carry forward from FY23 CIP to complete unfinished 2023 projects. The proposed CIP includes additions for the Collecting Canal bank stabilization contract, four culvert replacements, and two roadway segments being moved up from the FY25 CIP. To facilitate the new projects funds are proposed to be reallocated and additional funding would have to be found to complete all the proposed projects. Potential additional funding comes from FEMA reimbursement monies and a possible donation from the Sod Farm. The proposed CIP together with the FY23 carry forward projects have a budget of \$4,117,993 which is an overall increase in proposed spending of \$384,500. The elements of the proposed plan are as follows by fund:

### **Capital Projects Budgeted in Fund (305)**

*Carryforward the FY23 Plan* – Council had given direction to complete the FY23 capital plan. The FY23 capital plan had been funded by \$2,178,100 of the Town’s revenues and \$126,459 in developer’s contribution for a total available funds of \$2,304,559. Capital expenditures in FY23 were \$1,640,010 which leaves an overall balance available to be carried forward of \$664,549. Specific FY23 projects to be brought forward and completed in FY24 are:



155 F Road Loxahatchee Groves, FL 33470

FY Road Paving plan	\$342,399
161 <sup>st</sup> and A Rd Bridge Culvert	108,000
24 <sup>th</sup> and E Rd Bridge Culvert	126,000
Repair and maintenance of Canals	<u>50,000</u>
Total for specific projects	\$626,399
Unallocated FY 23 Funds	<u>38,150</u>
Total Carried Forward	<u>\$664,549</u>

**Restoration of Canal Banks by staff** - At the final budget hearing the Council directed the funding of a canal bank restoration crew within public works. The source of the funding was:

Fund 305 Canal Bank Maintenance	\$50,000
Town Council Legal Expense	100,000
Fund 105 Repair and Maintenance Service	100,000
Town Council Special Events	15,000
Repair and Maintenance Building	8,000
Transfer from 105 fund balance	4,237
Road rock for 161 <sup>st</sup> Terrace	35,000
Road rock for Casey Road	27,500
Road rock for Tangerine	20,000
Legal ads	2,500
Reduction in Overtime Fund 101	2,500
Reduction in Overtime Fund 105	2,500
Reduction in Fuel	2,500
Tax savings on reduction in Overtime.	<u>233</u>
Total Funds for Canal Restoration	<u>\$370,000</u>

The canal restoration material expenditures are in Capital Fund in the amount of \$205,794. The staffing expenses in the amount of \$164,206 are budgeted in public works. The total expenses are \$370,000.

**Emergency Collecting Canal Bank Stabilization** – The Town has entered into a contract to stabilize 2,000 feet of canal bank for \$197,500. The funding for that contract comes from the following:

Reallocation of matching funds for the Resiliency Grant	\$128,000
Carry forward FY23 Canal Bank Maintenance	50,000
Reallocation from miscellaneous culvert failures	<u>20,000</u>
Total funds available for contract	<u>\$198,000</u>



155 F Road Loxahatchee Groves, FL 33470

**FY 24 Road Paving Plan** - The FY24 CIP plan included \$1,155,750 of paving funds. There are two additional segments proposed with an estimated cost of \$422,500. The estimated cost of all segments bid in the FY24 paving bid is \$1,578,250. The breakdown of the budget for those roads are:

	Currently in FY24 CIP	Newly Proposed
West C (Gruber to Forest Lane	\$69,000	
West D (Gruber to Bunny Lane)	69,000	
Global Trail	92,000	
Kerry Lane	69,000	
24 <sup>th</sup> Ct (E &W of F Rd)	138,000	
161 <sup>st</sup> Ter N	460,000	
Gruber	115,000	
E Citrus	115,000	
147 <sup>th</sup>	28,750	
Casey		\$172,500
B North and North B to C		<u>\$250,000</u>
Total	<u>\$1,155,750</u>	<u>\$422,500</u>
Combined Total		<u>\$1,578,250</u>

Potential funding sources for the additional funds include reallocation of culvert bridge monies upon their reimbursement by FEMA and donation proceeds from the Sod Farm. Staff is comfortable that funding will be available for Casey based on anticipated FEMA reimbursement funds and the unallocated monies from FY23 Carryforward.

Funding of B and North Road should be contingent on receipt of sufficient monies from the Sod Farm.

**Road Rock Plan** – The FY24 road rock plan with \$403,550 remains the same as Council approved in Ordinance No. 2023-04.

**Stormwater/Drainage Improvements** – \$826,000 had originally been allocated for stormwater/drainage improvements consisting of:

Swales, catch basins & other control structures	\$500,000
Miscellaneous culverts	200,000
11 <sup>th</sup> Ter and D Rd culvert bridge	<u>126,000</u>
Total	<u>\$826,000</u>

The proposed reallocation of these funds pending FEMA reimbursement for two culvert bridges:



155 F Road Loxahatchee Groves, FL 33470

Miscellaneous culverts	\$274,300
11 <sup>th</sup> Ter and D Rd culvert bridge	126,000
B Road culvert bridge	125,700
F & CC culvert bridge	160,000
12 <sup>th</sup> Place North culvert bridge	<u>120,000</u>
Total	<u>\$806,000</u>

**FEMA Reimbursement** – There are two culvert bridge projects, B Road and 24<sup>th</sup> & E, that are subject to a request for FEMA reimbursement because the need to replace them was because of storm activity. The budgets associated with those projects total \$251,700. It is anticipated FEMA will reimburse the Town for those costs. Total reimbursement for FEMA related expenses both capital and otherwise is anticipated to exceed \$400,000. The FEMA funds should be received in FY24.

#### **Capital budgeted in Public Works (105)**

**Other Road Materials and Supplies** - \$232,500 is budgeted for capital road materials and supplies consisting mostly of annual rock replenishment.

**Rental/Lease Option Machinery & Equipment** - \$303,000 was budgeted for the rental/lease option of equipment. \$189,000 of those funds were allocated to the lease option purchase of two mowers and the grader and \$114,000 was for the rental of equipment including a dump truck. Dump truck costs have been averaging approximately \$4,500 a month. Staff is recommending the lease option purchase of a dump truck rather than the continuation of the rental. A dump truck is regularly needed for the operations and the lease option purchase for a more functional dump truck is estimated to be less than \$40,000 a year. A proposal to purchase a dump truck will be forthcoming on an upcoming Council meeting.

**Purchase of Vehicles** – Public Works purchased a used truck in FY23 for \$17,562. The truck is used by the staff in the field. Another used vehicle was purchased in FY24 \$12,333 to be used by the Public Works Director for field reviews and inspections. These purchases were funded by a surplus in operating funds from FY23.

#### **Capital budgeted in General Fund – (101)**

**Purchase of Code Vehicle** – The code enforcement department needed a vehicle to conduct inspections as the truck that staff had been borrowing from the Public Works department was needed by Public Works. A code vehicle was purchased in FY24 for \$10,125 and is funded from anticipated FY24 operating surplus.

#### **Recommendation:**

Motion to approve Ordinance No. 2024-02 Updating the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes on first reading.

**ORDINANCE NO. 2024-02****AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE NO. 2023-04; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

**WHEREAS**, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

**WHEREAS**, on September 19, 2023, the Town Council adopted Ordinance No. 2023-04, adopting the 2024-2028 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan; and

**WHEREAS**, the Town Council desires to repeal the prior adoption and adopt an amended version of the 2024 Annual Update to the Capital Improvements Element; and

**WHEREAS**, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan, as revised, and has projected the 5-year capital improvement schedule for the years 2024-2028 to be financially feasible.

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

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

**Section 2.** The Town of Loxahatchee Groves hereby repeals Ordinance No. 2023-04.

**Section 3.** The Town of Loxahatchee Groves hereby adopts the 2024-2028 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

Ordinance No. 2024-02

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

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

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.**

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

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.**

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Ordinance No. 2024-02

MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Marianne Miles

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**TOWN OF LOXAHATCHEE GROVES**  
**Ordinance No. 2024-02**

**Exhibit A**

			Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
<b>Road Paving Plan (overlay program)</b>								
West C (Gruber to Forest Lane)	0.3 miles	2024		\$ 69,000				
West D (Gruber to Bunny Lane)	0.3 miles	2024		\$ 69,000				
Global Trail	0.4 miles	2024		\$ 92,000	\$ -	\$ -	\$ -	\$ -
Kerry Lane	0.3 miles	2024		\$ 69,000	\$ -			
24th Court (E & W of F Rd)	0.6 miles	2024		\$ 138,000	\$ -			
161st Ter N	2 miles	2024		\$ 460,000	\$ -	\$ -	\$ -	\$ -
Gruber	0.5 miles	2024		\$ 115,000	\$ -	\$ -	\$ -	\$ -
E Citrus	0.5 miles	2024		\$ 115,000	\$ -	\$ -	\$ -	\$ -
147th	.125 miles	2024		\$ 28,750	\$ -	\$ -	\$ -	\$ -
A South	1.25 miles	2025		\$ -	\$ 287,500	\$ -	\$ -	\$ -
B North + North from B to C	1.0 miles	2024		\$ 250,000	\$ -	\$ -	\$ -	\$ -
Casey Rd	0.75 miles	2024		\$ 172,500	\$ -	\$ -	\$ -	\$ -
N North	1.5 miles	2025		\$ -	\$ 319,250	\$ -	\$ -	\$ -
Collect Canal	3.25 miles	2023&2025		\$ -	\$ 115,000	\$ -	\$ -	\$ -
E Southern to Citrus (Loxahatchee Ave)	0.15 miles	2025			\$ -	\$ 34,500		
Citrus	0.25 miles	2025			\$ -	\$ -		
Lox Ave Tangerine to Citrus	0.1 miles	2025			\$ -	\$ -		
Tangerine	0.5 miles	2025		\$ -	\$ 115,000	\$ -	\$ -	\$ -
S North	1.5 miles	2026			\$ -	\$ 345,000		
6th Ct E Rd to Vinceremos)	0.75 miles	2026		\$ -	\$ -	\$ 172,500	\$ -	\$ -
Compton	0.75 miles	2026		\$ -	\$ -	\$ 172,500	\$ -	\$ -
Bryan	0.75 miles	2026		\$ -	\$ -	\$ 172,500	\$ -	\$ -
Marcella	0.75 miles	2026		\$ -	\$ -	\$ 172,500	\$ -	\$ -
				<b>\$ 1,578,250</b>	<b>\$ 836,750</b>	<b>\$ 1,069,500</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Road Rock Plan (rebuilding of road beds)</b>								
Collect Canal	3.25 miles	2025		\$ -	\$ 12,000	\$ -	\$ -	\$ -
South 'E' and Citrus	0.5 miles	2024		\$ 35,000	\$ -	\$ -	\$ -	\$ -
West C (Gruber to Forest Lane)	0.3 miles	2024		\$ 21,000				
West D (Gruber to Bunny Lane)	0.3 miles	2024		\$ 21,000				
Global Trail	0.4 miles	2024		\$ 28,000	\$ -	\$ -	\$ -	\$ -
Kerry Lane	0.3 miles	2024		\$ 10,500				
24th Court (E & W of F Rd)	0.6 miles	2024		\$ 21,000				
6th Ct (E Rd to Vinceremos)	0.75 miles	2025		\$ -	\$ 52,500	\$ -	\$ -	\$ -
Tangerine	0.5 miles	2024		\$ 35,000	\$ -	\$ -	\$ -	\$ -
E Citrus	0.5 miles	2024		\$ 35,000	\$ -	\$ -	\$ -	\$ -
147th	0.125 miles	2024		\$ 8,500	\$ -	\$ -	\$ -	\$ -
161st Ter N	2 miles	2024		\$ 105,000	\$ -	\$ -	\$ -	\$ -
Casey Rd	0.75 miles	2024		\$ 25,000	\$ -	\$ -	\$ -	\$ -
Gruber	0.5 miles	2024		\$ 35,000	\$ -	\$ -	\$ -	\$ -
B North	0.5 miles	2024		\$ 23,550	\$ -	\$ -	\$ -	\$ -
A South	1.25 miles	2025		\$ -	\$ 75,000	\$ -	\$ -	\$ -
N North	2 miles	2025		\$ -	\$ 75,000	\$ -	\$ -	\$ -
Folsum	0.3 miles	2025		\$ -	\$ -	\$ -	\$ -	\$ -
S North	1.5 miles	2026		\$ -	\$ -	\$ 105,000	\$ -	\$ -
Lox Ave Tangerine to Citrus	0.1 miles	2026				\$ 6,000		
22nd N/F/P	0.6 miles	2026		\$ -	\$ -	\$ -	\$ -	\$ -
				<b>\$ 403,550</b>	<b>\$ 214,500</b>	<b>\$ 111,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Stormwater/Roadway Drainage Improvements</b>								
SWM System Improvements-Resilient Florida								

**TOWN OF LOXAHATCHEE GROVES**  
**Ordinance No. 2024-02**

**Exhibit A**

	Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Specific Maintenance Projects</b>						
Pump House (including instrumentation and controls)	2025	\$ -	\$ 10,000	\$ -	\$ -	\$ -
Gate Repairs at 'A'	2025	\$ -	\$ 10,000	\$ -	\$ -	\$ -
Gate Repairs at 'Folsom'	2025	\$ -	\$ 15,000	\$ -	\$ -	\$ -
Gate Repairs at 'D'		\$ -	\$ -	\$ -	\$ -	\$ -
		<b>\$ -</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**TOWN OF LOXAHATCHEE GROVES**  
**Ordinance No. 2024-02**

**Exhibit A**

	Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
<b>Swales &amp; Culverts</b>						
Swales, Catch Basins and Other Control Structures	2024	\$ 274,300	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
South E and Citrus Drainage System (Without tree removal)	2025	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Tangerine and Citrus Drainage System (Without tree removal)	2025	\$ -	\$ 300,000			
Miscellaneous culvert failures/emergency repairs (5-7 culverts)		\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		<b>\$ 274,300</b>	<b>\$ 1,050,000</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>
<b>Specific Culvert Locations</b>						
B Rd Culvert	2024	\$ 125,700				
11th Ter and D Rd Bridge Culvert	2024	\$ 126,000	\$ -	\$ -	\$ -	\$ -
Miscellaneous culvert failures/emergency repairs (5-7 culverts)	2023-2026				\$ -	\$ -
F Rd + Collecting Canal Culvert	2024	\$ 160,000				
12th Place North	2024	\$ 120,000				
		<b>\$ 531,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Repair and Maintenance Canals</b>						
Canal Bank Maintenance/Emergency Bank Stabilization Collecting Canal	2024	\$ 198,000				
Cost to restore banks to 1.5:1 slope (30 Miles at 5% annually over 20 years) = 1.5 Miles at \$150.00 /LF	2024-2040	\$ 205,794	\$ -	\$ -	\$ -	\$ -
Seven Locks/Weirs at \$150,000 each location	2026-2040	\$ -	\$ 300,000	\$ 300,000	\$ 450,000	\$ -
		<b>\$ 403,794</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 450,000</b>	<b>\$ -</b>
<b>Trails System</b>						
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.						
North Road Trail	TBD		\$ 20,000	\$ -	\$ -	\$ -
Horse crossings at B, D and F Roads along canal heads	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Hand pump and trail amenities at C	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Development of a Linear Park from A Road to Folsom Road South of C	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Other Trails Improvements	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Resiliency Grant Program</b>	2024	\$ 350,000				
<b>Other Capital Projects</b>						
Paving & drainage improvements on Town roads:						
Refurbish edges and resurface all 2 miles of OGEM (North road)	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Collecting Canal System Rehab (estimate from prior years RETGAC)	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Public Footprint (surveys, mapping & title searches)	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Intersection Signals						
Okeechobee at D road, F & Folsom	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
Public Works Equipment Storage Building (estimate from prior years RET)	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
School Bus Stops Shelters \$25,000 each	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Totals</b>		<b>\$ 3,541,594</b>	<b>\$ 2,456,250</b>	<b>\$ 2,030,500</b>	<b>\$ 1,000,000</b>	<b>\$ 550,000</b>
<b>Other Road Materials and Supplies (Budgeted in Public Works )</b>						
Road Maintenance						
Miscellaneous Annual Rock Replenishment	2024-2028	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500
Road Rehabilitation						
North Road (millings--see paving estimate above)	2025	\$ -	\$ 69,000	\$ -	\$ -	\$ -

**TOWN OF LOXAHATCHEE GROVES**  
**Ordinance No. 2024-02**

**Exhibit A**

	Estimated Timeframe	2024 Proposed	2025	2026	2027	2028
<b>Canal Reconstruction Crew</b>		\$ 172,500	\$ 241,500	\$ 172,500	\$ 172,500	\$ 172,500
		\$ 164,206				
<b>Rental/Lease Option Machinery &amp; Equipment</b> <i>(Budgeted in Public Works)</i>						
	<i>annually</i>					\$ -
Tractor Mower	2024-2026	\$ 83,000	\$ 83,000	\$ 83,000		
Mower (Kubota)	2022-2024	\$ 56,000	\$ -			
Grader (John Deere)	2023-2026	\$ 50,000	\$ 50,000	\$ 123,000		
Dump Truck	2024-2026	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	
2015 Field Truck (used)	2023					
PW Director Behicle (used)	2024	\$ 12,333				
Code Vehicle (used)	2024	\$ 10,125				
Rental of equipment on as needed basis such as roller, pump vac, road plates & sweeper	2022-2026	\$ 74,000	\$ 60,000	\$ 60,000		
		<b>\$ 325,458</b>	<b>\$ 233,000</b>	<b>\$ 306,000</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>\$ 4,039,552</b>	<b>\$ 2,930,750</b>	<b>\$ 2,509,000</b>	<b>\$ 1,172,500</b>	<b>\$ 722,500</b>

**TOWN OF LOXAHATCHEE GROVES**  
**Ordinance No. 2024-02**

**Exhibit A**

	Estimated Timeframe	2024 Proposed	2025	2026	2027
<b>Capital Funds Available For FY2024:</b>					
State Grant		\$ 750,000			
Resiliency Grant		\$ 350,000			
General Fund		\$ 1,202,853			
Gas Tax Funds		\$ 127,550			
Surtax Funds		\$ 334,000			
Road and Drainage Funds		\$ 304,691			
Carryover of Capital Funds From 2023		\$ 664,549			
<b>Total Capital Funds Available</b>		<b><u>\$ 3,733,643</u></b>			
<b>Recommended Use of Capital Funds in FY2024:</b>					
Resiliency Grant		\$ 350,000			
Road Paving Plan ( <i>overlay program</i> )		\$ 1,578,250			
Road Rock Plan ( <i>rebuilding of road beds</i> )		\$ 403,550			
<i>Stormwater/Roadway Drainage Improvements Plan:</i>					
Swales and Culverts		\$ 274,300			
Specific Culvert Locations		\$ 531,700			
Repair and Maintenance of Canals		\$ 403,794			
Trails System					
FY23 Carry Forwards		\$ 576,399			
<b>Total Recommended Use of Capital Funds FY24</b>		<b><u>\$ 4,117,993</u></b>			
Shortfall in FY24 Project Funds		\$ (384,350)			
<b>Potential Funding for Short Fall</b>					
Capital Projects subject to FEMA Reimbursement					
B Road Culvert		\$ 125,700	Pending FEMA Reimbursement to be funded from Miscellaneous culvert repairs FY24		
24th and E culvert Repair		\$ 126,000	Pending FEMA Reimbursement to be funded from carryover of FY 23 11th Terrace and D culvert		
<b>Total FEMA Capital Reimbursement Projects</b>		<b><u>\$ 251,700</u></b>			
Potential Funding for B North and North paving is dona		\$ 250,000			
Sod Farm. Sod Farm has discussed \$250,000 donation but matter is under review by their corporate offices.					
<b>Total potential funds</b>		<b><u>\$ 501,700</u></b>			

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 7**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**DATE: March 05, 2024**

**SUBJECT: Resolution No. 2024-12 Nominating a Town Councilmember and Supporting his/her appointment to the Board of Trustee of the Florida Municipal Insurance Trust**

---

**Background:**

The Florida Municipal Insurance Trust (FMIT) has an upcoming vacancy on its Board of Trustees.

The FMIT is a pooled self-insurance program whose membership consists of local government entities. The FMIT Board of Trustees oversees the FMIT's operations, and the Florida League of Cities serves as its Administrator.

To qualify as a Trustee, a nominee at the time of their appointment and tenure on the Board must be an elected municipal official from a municipality participating in the Trust. Trustees are chosen by a majority vote of the Trust's current Board of Trustees. Nominations come from participating municipalities and should reflect the municipality's governing board and that board also endorses or otherwise approves of the nomination.

Resolution No. 2024-12 nominates and supports the appointment of a Councilmember to be a Trustee on Board of Trustees of FMIT.

**Recommendation:**

Motion to approve Resolution No. 2024-12 nominating and endorsing a Councilmember to be a Trustee for the Florida Municipal Insurance Trust.

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**TOWN OF LOXAHATCHEE GROVES  
RESOLUTION NO. 2024-12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT TO THE BOARD OF TRUSTEES OF THE FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Municipal Insurance Trust (FMIT) has solicited nominations for an upcoming vacancy on its Board of Trustees; and

**WHEREAS**, \_\_\_\_\_ has indicated an interest and willingness to serve as an FMIT Trustee; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves is in full support of \_\_\_\_\_ application to be a Trustee of FMIT and believes he will be an excellent addition to the Board of Trustees.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby nominates and supports the application of \_\_\_\_\_ to be a Trustee of the Florida Municipal Insurance Trust.

**Section 3.** The Vice Mayor and Town Manager are authorized to forward this resolution of nomination and support to the Florida Municipal Insurance Trust Board of Trustees.

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

Resolution No. 2024-12

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE**

**GROVES, FLORIDA, THIS \_\_\_ DAY OF MARCH 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Marianne Miles



**INVESTING TOGETHER  
FOR LOCAL BENEFIT**

Date: Tuesday, January 16, 2024

To: Participating Municipalities of the Florida Municipal Investment Trust

From: The Florida League of Cities, as Administrator

RE: Nomination of Trustee(s)

The Florida Municipal Investment Trust (FMIVT) is a local government investment pool whose membership consists of local government entities. The FMIVT Board of Trustees oversees the FMIVT's operations, and the Florida League of Cities serves as its Administrator. The purpose of this letter is to solicit nominations for election to the FMIVT Board of Trustees.

To qualify as a Trustee, a nominee at the time of appointment and throughout their tenure must be an elected municipal official from a municipality participating in the Trust. Trustee vacancies are filled by the Trust's current Board of Trustees, by majority vote, from the nominees offered by participating municipalities. A nominee may be appointed to fill either a current unexpired term or a full three-year term. Trustees are limited to serving two consecutive three-year terms. Service in an unexpired term is not counted.

New Trustees will receive an orientation from the Administrator. The Trust typically meets four times a year, once each quarter; however, special meetings may be scheduled as needed. Trustees are reimbursed for travel, meal and accommodation expenses incurred in attending Trust meetings and also receive a meeting fee.

No Trustee may be selected or continue to serve as a Trustee after becoming an owner, officer, employee or agent of a business entity having a contractual relationship or otherwise doing business with the Trust. A Trustee must relinquish their office or may be removed when they no longer serve as an elected official of the member from which they were selected or when the municipality from which they were selected ceases to participate as a member of the Trust.

The election of Trustees requires a formal nomination process. *As nominations must come from **participating municipalities of the Trust, your nomination should reflect that your municipality's governing body (Council, Commission, etc.) has endorsed or otherwise approved the nominee as a prospective Trustee. In addition, please include a resume or a biographical sketch reflecting the nominee's background and qualifications to serve.***

Should you wish to submit a nomination to the Board of Trustees, please complete the enclosed nomination form and return it, along with a resume or biographical sketch, to Dana Bucklin at [dbucklin@flcities.com](mailto:dbucklin@flcities.com), no later than March 1, 2024. Thank you.

P.O. BOX 1757, TALLAHASSEE, FL 32302-1757  
850.222.9684

[www.floridaleagueofcities.com/services/investments-\(fmivt\)](http://www.floridaleagueofcities.com/services/investments-(fmivt))



**INVESTING TOGETHER  
FOR LOCAL BENEFIT**

## FLORIDA MUNICIPAL INVESTMENT TRUST TRUSTEE NOMINATION FORM

Please indicate the name, title and municipality of your nominee below, along with your name, title and municipality. Nominations should be emailed to Dana Bucklin at [dbucklin@flcities.com](mailto:dbucklin@flcities.com).

NOTE: NOMINATIONS MUST BE RECEIVED NO LATER THAN MARCH 1, 2024.

Nominee Name: \_\_\_\_\_  
(Nominee must be an elected official of the municipality participating in the Trust)

Nominee's Title: \_\_\_\_\_

Municipality: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Has the nominee (above) been informed of this nomination?  Yes  No

**Has the nominee's municipal governing body (Council, Commission, etc.) endorsed or otherwise approved the nominee as a prospective Trustee?**  Yes  No

Nominated by: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE EMAIL THIS NOMINATION FORM AND A RESUME OR BIOGRAPHICAL SKETCH  
BY MARCH 1, 2024, TO:

Dana Bucklin  
Investment Analyst  
[dbucklin@flcities.com](mailto:dbucklin@flcities.com)



155 F Road Loxahatchee Groves, FL 33470

## Agenda Item # 8

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Richard Gallant, E.I., Public Works Director  
**DATE:** March 05, 2024  
**SUBJECT:** Road and Drainage Update

---

### Background:

The following items are an update to the road and drainage systems in the Town:

- Currently IFB# 2024-01 Town FY24 Road Improvement Program is being reviewed by 7 contractors.
  - The Pre-Bid meeting was conducted on February 21, 2024 which included a drive thru of the various locations is the bidders which to attend.
  - All Final Questions were due on February 26, 2024 to the Town Clerk.
  - Staff is holding a community meeting with concerned residents affected by the paving project to answer questions regarding the project.
  - The Addenda will be published to all vendors in attendance to the pre-bid on March 6, 2024.
  - All bids are due March 13, 2024 and will be opened in the council chambers at 2:30PM on that day.
  - It is the intent of staff to bring the award forward at the April 2, 2024 council meeting.
- The Public Works Department is in the process of procuring 7,764 tons of base rock to prepare for the FY23 Paving Project. As the material arrives, our crews will be placing and shaping the roads so they are properly prepared for the paving process once the bid is awarded.
- The Public Works Director has engaged with multiple landscape companies to obtain pricing to remove 90 trees from five different roads in preparation for refurbishing and correcting the drainage swales or to remove an unsafe condition on the following roads: Gruber Rd, Ease Citrus Rd, 6<sup>th</sup> Court, Global Trail, and Casey Road.
  - The project began with contacting the City of Palm Beach Gardens with the intent on utilizing their existing contract for Landscape and Irrigation Services. Their contract is to call the three successful bidders and give the project to the contractor who provides the lowest price.
  - Due to our purchasing requirements, the Town requires three quotes.
  - One of the three bidders did not return our emails and calls and therefore we called a third company.
  - In the end that contractor was the lowest at \$62,500 and will move forward with a best interest purchase order for this work to be completed.



155 F Road Loxahatchee Groves, FL 33470

- The Public Works staff is in the process of disposing of the following items through Royal Auction Group. There was a delay in their disposal due to a paperwork issue that is being resolved. It is the intent of Public Works to dispose of the items below no later than April.
  - 2000 Sterling L9500 Dump Truck
  - 2004 John Deere Combination loader/excavator
  - 2014 Ledwell/Freightliner LW4000 WT Water Truck
- The Public Works director is currently working with South Port Truck in Tampa, Florida to procure a 2024 8-Yard 7.2L Freightliner or approved equal through the Florida Department of Financial Services Contract 25101600-21-STC.
  - The initial cost of the truck is \$96,249.00 prior to any dealer fees.
  - This vehicle is required to conduct a large portion of the work required by the public works department.
  - From October 2021 through December 2023, the Public Works Department spent \$79,424,42 in rentals from United Rentals.
  - The Department is currently renting a 4-Yard dump truck from Equipment Share at a cost of \$4,500 a month.
  - The previous and current rental is not large enough to facilitate the needs of the Town.
  - It is more financially advantageous for the Town to purchase a new truck then continue renting.
- Public Works staff is currently working on rehabilitating and clearing the canals in the Town.
  - Currently there is approximately three to four foot of sediment in the bottom of most of the stormwater conveyance canals in the Town.
  - The Public Works Director is working on procuring 9” to 24” rubble to place at the water line and sodding above the median water table elevation to solidify the canal banks and prevent future slides.
  - WBI is about three-quarters complete with the 2,000 foot of canal bank they are rehabilitating on Collecting Canal.
  - As the canal banks are stabilized, staff will begin the process of removing the excess sediment from the canals.
- A challenge facing the stormwater conveyance system is the excessive amount of sediment built up in the bottom of a large number of the culverts. To remedy this the Public Works Director has entered into communication with the Hinterland Group to discuss the process of clearing, cleaning, and inspecting a number of culverts throughout the town.
  - The initial concern was to clear the outfall section of the town and work north.
  - The initial not to exceed quote provide from the Hinterland Group included the culverts under B Rd, D Rd, and F Rd through Collecting Canal.
  - The not to exceed quote also included the Collecting Canal Rd crossings over the B canal, C canal, D canal, E canal, and F canal.
  - The not to exceed quote includes video observation of the listed culverts, Maintenance of Traffic, all the required tools and personal to complete this phase





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- of the project. Completing this project will provide insight as to which canals to work on next.
- The not to exceed price provided by the Hinterland Group was provided based on a piggyback for Stormwater Infrastructure Maintenance and Repair Services provided by the City of Palm Beach Gardens, FL Contract Number ITB2021-127CS.
  - The not to exceed quote from the Hinterland Group is \$246,450.00.
  - The Public Works Director has been in communication with Palm Beach County Traffic and Engineering, the Florida Department of Transportation in regards to various issues concerning the traffic plaguing the Town.
    - Florida Department of Transportation advised they do not set the timing of traffic lights on state roads.
    - Palm Beach County Traffic and Engineering Department advised they coordinate traffic light timing based on plans approved by the Florida Department of Transportation.
    - Palm Beach County Traffic and Engineering Department advised the primary traffic light coordination is the Southern Blvd corridor and that the lights from State Road 7 to Seminole Pratt and Whitney Road is coordinate to maximize that traffic flow based on peak hour demand.
    - Palm Beach County Traffic and Engineering Department advised they would review the existing timing plan to determine if any modifications could be made in the sequencing.
    - The Public Works Director recommended that Palm Beach County Traffic and Engineering Department shorten the Southern Blvd thru time allowing all of the lights in the sequence change more often and relieving the connecting road traffic along the entire corridor.
    - Palm Beach County Traffic and Engineering Department advised they would take that under advisement.
    - The Public Works Director also contacted Palm Beach County Traffic and Engineering Department regarding the maintenance of signs and other traffic control devices along the Okeechobee Blvd corridor.
    - The Public Works Director was advised that the Town of Loxahatchee Groves does not have an interlocal agreement with Palm Beach County Traffic and Engineering Department.
    - The Palm Beach County Traffic and Engineering Department further advised they would not enter into an interlocal agreement until the speed limit was raised to the standard set forth by Florida Department of Transportation on that section of road.
    - The Public Works Director and Superintendent assessed the needs of the Okeechobee Blvd corridor and determined that the Town will need to purchase and install 18 – Speed Limit 30 signs at a cost of \$122.00 pre sign (\$2,203.56).
    - Additionally, 14 – Stop Signs and Stop Sign Ahead signs will need to be installed at a cost of \$128.47 per sign (\$1,798.58).



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- In assessing the Okeechobee Blvd corridor, it was identified the Fire Station Warning System is inoperative. We attempted to repair and the system and determined the system is beyond its useful life and requires replacement. The Public Works Director has begun the process of determining the cost to replace.
- Public Works staff is assessing and beginning the process of replacing the signs throughout the town.
- Public Works has purchased and received 100 posts and sleeves and are waiting for the Stop signs to arrive from the vendor.
- Public Works staff have been directed to replace the legally required enforceable signs first. This would include stop signs, speed limit signs, etc.
- Once the enforceable signs are replaced, the unenforceable notification signs will be reviewed and replaced. They include the “Canal has the right of way” and “Horses have the Right of way”
- Speed hump chevrons and signs are in the process of being installed throughout the Town.
- The Public Works Director has begun reviewing various trail and LPR cameras to be placed throughout the town to assist the Public Works Department and Palm Beach County Sheriff’s Office find and prosecute those individuals who wish to use our town for illegal dumping.
  - The Public Works Director has procured two cameras to test prior to placement in the field. The two cameras procured to date are the Vosker V200 and V300.
  - Other devices may be procured to determine the best option for the Town and the purpose.
  - Testing should be complete by April at which time areas will be determined and the specific residents where we may want to install them on their properties will be notified. Once these properties are identified, the camera locations will only be known to the Palm Beach County Sheriffs Office, Public Works Director, and only staff who would need to know.
  - The Public Works Director is also reviewing LPR’s that will be strategically placed to capture of the license plates on the vehicles caught dumping on the other cameras.
- The Public Works team has been diligently removing tires that are illegally dumped around the Town. At this point, we have utilized the contract with Coastal to empty the 30 yard dumpster about once a month that was full of tires. The epidemic of illegal tire disposal has risen in the past few months.
- The Public Works Director has, at least once a week, removed all of the illegal temporary yard signs. The largest concentration is located at Southern Blvd and B Rd and throughout the Okeechobee corridor. Since the February council meeting the Public Works Director alone has removed about 100 signs throughout the town.
- The Public Works Department is currently catching up on previous work conducted in the 2022 and 2023 fiscal years. This includes all of the permits for the paving projects as well as the culverts that have been installed.



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- TO correct this issue in the future, all of our invitation to bid documents as well as contracts for work will require the contractor to complete these documents.
- The Public Works Director has identified two culverts that needs to be replaced preferably before FY25. They are at 12<sup>th</sup> Place N at F Rd and F Rd at Collecting Canal.
  - It is our intent to use a portion of the state allocation to complete this work.
  - The Public Works Director is currently obtaining pricing for this work and will be bringing this forward no later than May 2024 council meeting.
- The Public Works Director is developing a scope of work to install the catch basins and complete the previous work that was not completed during their fiscal year. This includes the catch basins on Collecting Canal Rd, G Rd W, and E Rd.
  - There are two residents in which easements needs to be secured from prior to that work commencing.
  - The same issue is prevalent with the balance of the FY23 paving plan.
  - The Public Works Director is in talks with the parties in question.
- Public Works staff is currently reviewing the damaged guard rails throughout the Town.
  - It is the intent of the department to utilize the Southeast Highway and Guardrail and Attenuators, LLC piggyback approved by council in February 2023, Resolution 2023-14.
  - Once the list is compiled, the guard rails that pose the highest risk to life and safety will be considered first.
- The Public Works Director, who also serves as the Emergency Management Director is compiling information to update the emergency management plan and further develop our continuity of operation plan. During the process, we will work closely with CERT to enhance their abilities as well as educate our staff in working with them. The Public Works Director is working on enhancing our wireless capabilities utilizing the existing system the Town currently owns as well as enhancing our amateur radio capabilities in both the Public Works facilities as well as Town Hall.

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**Agenda Item # 9**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Francine L. Ramaglia, Town Manager**  
**DATE: March 5, 2024**  
**SUBJECT: Updates and Items of Interest**

**Proposed Upcoming Town Council Meeting Schedule:**

- April 2, 2024
- May 7, 2024
- June 4, 2024
- July 2, 2024
- August 6, 2024

**Upcoming Events:**

- Loxahatchee Groves School carnival on April 19<sup>th</sup> (request rec'd for \$1,000-\$1,500 sponsorship)

**Meetings of Note:**

- Community Meeting re: paving plan 2/29/24
- Agritourism Committee 3/06/24
- FAAC Meeting (tentative) 3/07/24
- OIG Gas Tax Audit exit interview 3/14/24

**Upcoming Agenda Items:**

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings for the next three months:

April 2, 2024	<ul style="list-style-type: none"> <li>- Swearing in &amp; Selection of Mayor/Vice Mayor</li> <li>- Boards &amp; Committees (1<sup>st</sup> Reading w 2nd Reading 5/7/24)</li> <li>- FY23 Audit</li> <li>- CIP 2nd Reading &amp; Budget Amendment</li> <li>- Acceptance of Easements</li> <li>- Award of Road Paving Bid &amp; Contract</li> <li>- Johnson Davis work authorizations</li> <li>- Gardens piggyback for stormwater maintenance &amp; assessments</li> <li>- Gas Tax map adjustments</li> </ul>
May 7, 2024	<ul style="list-style-type: none"> <li>- Civility Presentation</li> <li>- Legislative Update: Lobbyists, Roth, Harrell</li> <li>- Mid-Year Quarterly Reports</li> </ul>



Town of  
**LOXAHATCHEE GROVES**

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	<ul style="list-style-type: none"> <li>- Boards &amp; Committees (2<sup>nd</sup> Reading)</li> <li>- Discussion of Culvert/Stormwater/Water Use Policy</li> <li>- Discussion of Sign Code Updates and interim enforcement</li> <li>- Dump truck lease or purchase</li> <li>- Conveyance of County ROW at Okeechobee</li> <li>- Essential Services including emergency debris management</li> </ul>
June 4, 2024	<ul style="list-style-type: none"> <li>- EAR 2nd reading and Data &amp; Analysis Reso</li> <li>- School District Cooperative Planning Agreement</li> <li>- Traffic interlocal with Palm Beach County (if possible)</li> <li>- Statewide Disaster Mitigation Agreement Renewal</li> <li>- Discussion of townwide traffic &amp; road standards</li> <li>- Agritourism Committee recommendations</li> <li>- Tree Removal/Land Clearing (Section 87) 1<sup>st</sup> Reading</li> </ul>
July 2, 2024	<ul style="list-style-type: none"> <li>- Initial Budget Presentation</li> <li>- Preliminary Millage and Assessment Rates</li> <li>- HR Manual update</li> </ul>

The above is primarily an ordinance and project driven priority list and does not account for any of the contracting and other work of the Town. Some of the other items not on the list include the development projects that are under review and necessary follow up items from workshop discussions, etc. We may need to space things out a bit more and we continue to implement a more complete agenda tracking system.

**Recommendation:**

Review, discuss and direct Staff