



# Town of Loxahatchee Groves

## Town Council Meeting

Tuesday, September 3, 2013 at 7:00 p.m.

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
Vice Mayor Ronald D. Jarriel (Seat 1)  
Councilman Tom Goltzené (Seat 5)  
Councilman Ryan Liang (Seat 3)  
Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney  
Town Clerk Susan A. Eichhorn  
Town Attorney Michael D. Cirullo, Jr.

### **PUBLIC NOTICE/AGENDA FIRST PUBLIC HEARING 2013-2014 BUDGET**

Tentative  
Subject to Revision

### **PUBLIC NOTICE/AGENDA REGULAR TOWN COUNCIL MEETING**

#### **1. OPENING**

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

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**Town Council Agenda  
09/03/2013**

**2. CONSENT AGENDA**

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.
- b. Minutes for Approval: Minutes of August 6, 2013; August 20, 2013 - *None*
- c. Renewal of Annual Contracts [Tew & Taylor, Inc.; Frank Schiola, Consultant Public Works Services]

**3. PUBLIC COMMENT**

**4. PRESENTATIONS - *None***

**5. COMMITTEE REPORTS**

- a. Finance Advisory & Audit Committee (FAAC) Report and Approval of the July 2013 Financial Reports – *Committee Member Virginia Standish*

**6. PUBLIC HEARINGS – First Public Hearing 2013-2014 TENTATIVE MILLAGE**

- a. **Resolution No. 2013-10**

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2013-2014, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE TOWN'S MILLAGE RATE FOR THE FISCAL YEAR 2013-2014 AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

b. **Resolution No. 2013-11 - BUDGET**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND PUBLIC HEARING FOR THE ADOPTION OF THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**7. PUBLIC HEARINGS** (Ordinances 2<sup>nd</sup> Reading) – *None*

**8. ORDINANCES** (1<sup>st</sup> Reading) - *None*

a. Public Hearing:

**9. RESOLUTIONS** - *None*

**10. ADMINISTRATIVE UPDATE** – *Town Manager Kutney*

**11. OLD BUSINESS**

a. Town Council Discussion and Direction to Staff Regarding the Use of Golf Carts and Dune Buggies on Town Roads

**12. NEW BUSINESS**

a. Road Grading of 161<sup>st</sup> North (*Vice Mayor Jarriel*)

### 13. CLOSING COMMENTS

- a. Public
- b. Town Attorney
- c. Town Council Members

### 14. ADJOURNMENT

A Special Town Council Meeting is scheduled for Tuesday, September 10, 2013 at **5:05 p.m.-**  
Public Hearing for the Solid Waste Assessment  
The next regular Town Council Meeting is scheduled for September 17, 2013

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



CONSENT AGENDA

- a. Invoice from Goren, Cheerof, Doody & Ezrol, P.A.

GOREN, CHEROF, DOODY & EZROL, P.A.  
 Attorneys at Law  
 3099 East Commercial Boulevard  
 Suite 200  
 Fort Lauderdale, Florida 33308  
 Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES  
 14579 Southern Boulevard  
 Suite 2  
 Loxahatchee Groves FL 33470

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 08/27/2013  
 ACCOUNT NO: 1574-0702400R  
 STATEMENT NO: 84

*MDC*

General Matters

			HOURS
07/29/2013	MDC	Review pending matters with MK; review materials, telephone conference with FDOR; miscellaneous telephone conference with Council.	1.10
07/30/2013	BAM	Review correspondence from Mark Kutney, Town Manager, re: proposed solid waste disposal agreement; Review and revise agreement in preparation for negotiations with Waste Production.	0.60
07/31/2013	BAM	Review correspondence from Frank Schiola re: proposed commercial waste disposal language; Draft correspondence to Schiola re: same; Review correspondence from Mark Kutney re: same; Draft correspondence to MK re: same/.	0.50
08/01/2013	MDC	Review agenda materials for 8/06/13 meeting; prepare memo on certain vehicles on public roads.	1.00
	BAM	Review correspondence from Frank Schiola re: proposed commercial waste disposal language; Review and revise agreement; Conference with MDC re: pending issues with same; Review correspondence from Mark Kutney re: instructions for negotiations; Draft correspondence to Jeanine Dubinski, Esq. counsel for Waste Pro, re: transmission of proposed agreement.	0.70
08/02/2013	MDC	Review and finalize memo on golf carts and other vehicles on public roads; review miscellaneous road related items.	0.90
	BAM	Review correspondence from Jeanie Dubinsky, Esq., counsel for Waste Production, re: confirming receipt and commencement of negotiations; review solid waste agreement and provide comments to MDC re: specific provisions key to agreement.	1.00
08/06/2013	MDC	Miscellaneous telephone calls with Council; telephone conference with MK; prepare for and attend Council meeting.	4.10
08/07/2013	MDC	Follow up on items from 8/06 Council meeting; update Residential Enterprise ordinance; review firearms questions.	0.70
08/12/2013	BAM	Review correspondence from Jeanie Dubinski, Esq., counsel for Waste Pro, re: initial comments as to proposed agreement; Draft correspondence to MK re: same; Conference with MDC re: same; phone conference with MK re: same; phone conference with Dubinski re: confirming all requested changes were only changes; phone conference with MK re: same; Review and revise	

General Matters

		HOURS	
	agreement; Draft correspondence to MK, PU, FS, re: same; Review correspondence from MK re: accepting modifications; Draft correspondence to Dubinski re: revised final agreement.	1.40	
	MDC Phone conference with MK on pending issues.	0.20	
08/13/2013	MDC Review materials on miscellaneous roadway issues, prepare for and conduct call with M. Kutney on pending matters.	1.50	
08/15/2013	MDC Review correspondence on roadway issues, prepare form for MK to review.	0.60	
	BAM Phone call with SE, Town Clerk, re: solid waste agreement executed by Waste Production and submitted to Town; review correspondence from SE re: same; draft correspondence to SE, MK, and PU, re: same, noting differences in form; telephone conference with SE re: same; Review and revise last version and send in correspondence to SE, MK, and PU.	0.80	
08/16/2013	MDC Review status of pending public records requests.	0.50	
	BAM Review correspondence from Susan Eichhorn, Town Clerk, re: solid waste agreement presentation to Town Council.	0.10	
08/19/2013	MDC Review agenda materials for 8/20/13 meeting; telephone conference with FDOR counsel, update Council.	0.40	
	BAM Review correspondence from Susan Eichhorn, Town Clerk, re: agenda.	0.20	
08/20/2013	MDC Miscellaneous telephone calls with Council, MK, BG; prepare for and attend Town Council meeting.	3.60	
08/21/2013	MDC Review materials, prepare for and attend meeting with Mark Kutney and surveyor re: Bryan Road, other road matters; meet with MK and BG on miscellaneous Town items.	3.00	
	BAM Review and revise Waste Pro Agreement to comport with direction of Town Council; Draft correspondence to MK re: same.	0.30	
08/22/2013	MDC Prepare resolutions for first hearings on millage and budget process, telephone conference with MK, review materials; conduct conference call with FDOR counsel on revenue sharing; update Council members.	1.80	
08/23/2013	BAM Review correspondence from MK re: approving revised version of solid waste agreement.	0.10	
08/26/2013	MDC Review materials on pending items; prepare memo on FDOR issues, review.	1.10	
	FOR CURRENT SERVICES RENDERED	26.20	4,847.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	20.50	\$185.00	\$3,792.50
BRAM A. MARAVENT	5.70	185.00	1,054.50

COPYING COST

121.10

TOWN OF LOXAHATCHEE GROVES

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General Matters

TOTAL EXPENSES THRU 08/26/2013	<u>121.10</u>
TOTAL CURRENT WORK	4,968.10
BALANCE DUE	<u>\$4,968.10</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

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Solid Waste Special Assessment

*MDC*

			HOURS	
06/26/2013	MDC	Review and revise mailed notice letter.	0.20	
08/21/2013	MDC	Review materials, prepare Annual Assessment Resolution and Affidavit of Mailing.	1.00	
08/22/2013	MDC	Revise Annual Assessment Resolution.	0.30	
		FOR CURRENT SERVICES RENDERED	1.50	<u>277.50</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	1.50	\$185.00	\$277.50

COPYING COST	17.50
TOTAL EXPENSES THRU 08/26/2013	<u>17.50</u>
TOTAL CURRENT WORK	295.00
BALANCE DUE	<u>\$295.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Water Control District Matters

*MDC*

			HOURS	
07/29/2013	DJD	Address issue with recording deed from District.	0.40	
07/31/2013	RLL	Call to recording department regarding denial of recording of quit claim deeds for Compton Road and Marcella Blvd.	0.40	
08/01/2013	DJD	Review Owner's and Encumbrances reports.	0.80	
	MDC	Phone conference with JW re: quit claim deeds for Compton, Marcella and Letter Roads.	0.60	
08/23/2013	MDC	Miscellaneous telephone conference with MK, JW on Letter Roads, Compton and Marcella, North and F Roads.	1.00	
		FOR CURRENT SERVICES RENDERED	3.20	568.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	1.20	\$185.00	\$222.00
MICHAEL D. CIRULLO	1.60	185.00	296.00
RACHEL L LEACH	0.40	125.00	50.00

COPYING COST	30.45
MESSENGER SERVICE	25.00
FEDERAL EXPRESS	8.81
TOTAL EXPENSES THRU 08/26/2013	64.26
TOTAL CURRENT WORK	632.26
BALANCE DUE	<u>\$632.26</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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*MDC*

Valley Crest Site Plan

		HOURS		
08/22/2013	MDC Review minutes of March 5, 2013 meeting, telephone conference with MK, JF re: cost recovery issues.	0.40		
08/26/2013	MDC Review materials, listen to audio of March 5, 2013 meeting re: request to waive cost recovery.	0.30		
	FOR CURRENT SERVICES RENDERED	0.70	129.50	
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	MICHAEL D. CIRULLO	0.70	\$185.00	\$129.50
TOTAL CURRENT WORK				129.50
BALANCE DUE				<u>\$129.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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adv. Todd McLendon (Code Enforcement Violation)

*MDC*

		HOURS		
08/09/2013	SRW Review McLendon's response to Motion to Dismiss.		0.30	
	FOR CURRENT SERVICES RENDERED		0.30	55.50
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	STACEY R WEINGER	0.30	\$185.00	\$55.50
	TOTAL CURRENT WORK			55.50
	BALANCE DUE			<u>\$55.50</u>

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adv. Camry Investments (Antonio Alonso) 2380 C.  
 Rd., Loxahatchee, FL 33470

		HOURS	
08/02/2013	MDC Review Foreclosure Complaint filed by Mortgage holder, review status of code lien; prepare Answer and Affirmative Defenses.	1.10	
	FOR CURRENT SERVICES RENDERED	1.10	203.50
RECAPITULATION			
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
	MICHAEL D. CIRULLO	1.10	\$185.00
			<u>TOTAL</u>
			\$203.50
	TOTAL CURRENT WORK		203.50
	BALANCE DUE		<u>\$203.50</u>

*MDC*

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



CONSENT AGENDA

- b. Minutes for Approval: Minutes of August 6, 2013 and August 20, 2013 (*Will be added as addendum*).

POSTPONED TO NEXT MEETING

POSTPONED TO NEXT MEETING



**CONSENT AGENDA**

- c. Renewal of Annual Contracts [Tew & Taylor, Inc.; Frank Schiola, Consultant Public Works Services]



**TOWN OF LOXAHATCHEE GROVES**  
**OFFICE OF THE TOWN MANAGER**  
**AGENDA REPORT**

**TO:** Mayor and Town Council

**FROM:** Mark A. Kutney, Town Manager, AICP, ICMA-CM

**DATE:** August 28, 2013

**SUBJECT:** Renewal of Agreements with Tew and Taylor for Code Enforcement Services and Frank Schiola for Public Works Consultant Services

### **I. BACKGROUND/HISTORY**

Agreements for Code Enforcement Services and Public Works Services were entered into on October 1, 2012 and are coming due for renewal in FY 13-14. The Town and the vendors in question have had a good relationship since the initial agreements were adopted.

### **II. DISCUSSION**

Both consultants have performed adequately during this year. Tew and Taylor have had several difficult cases to address during the current fiscal year and have performed in a very solid fashion. Town Management believes that it would be prudent to continue the agreement with the vendor at this time. Last year, Town Council expanded the scope and duties of the Independent Contractor for Public Works services. This action has assisted the Town Management Company in addressing various public works services needs including roadway services, supplemental code enforcement, the erection of traffic signage and continued response and monitoring of solid waste issues. In addition, Mr. Schiola also assisted the Management Company with the Solid Waste Bid process and contract preparation review. His input was paramount due to his experience with the vendor and solid waste monitoring issues.

### **III. FISCAL IMPACT**

Both agreements are recommended with no price adjustments or additional cost considerations.

#### **IV. ATTACHMENTS**

Agreement between the Town of Loxahatchee Groves and Tew& Taylor for Code Enforcement and Related Services

Independent Contractor Agreement (Frank Schiola) for Public Works Consultant Services

#### **V. REQUESTED ACTION**

Town Council approval of both agreements

**AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES  
AND TEW & TAYLOR, INC., FOR  
CODE ENFORCEMENT AND RELATED SERVICES**

This is a Professional Services Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between: the TOWN OF LOXAHATCHEE GROVES, a Florida municipal corporation, and TEW & TAYLOR, INC., a for profit corporation existing under the laws of the state of Florida.

AND

TOWN OF LOXAHATCHEE GROVES, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "TOWN".

**WITNESSETH:**

**WHEREAS**, TEW & TAYLOR, INC., (TEW & TAYLOR) is currently providing code enforcement services to the Town; and,

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to contract with TEW & TAYLOR for an additional one (1) year term pursuant to the recommendation of the Town Management.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, TEW & TAYLOR and the TOWN agree as follows:

**ARTICLE 1 -SCOPE OF SERVICES**

- 1.1 The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon execution hereof.
- 1.2. The TOWN agrees to engage TEW & TAYLOR to perform the Services as described in Exhibit "A", which is attached hereto and incorporated herein by reference.
- 1.3. TEW & TAYLOR shall perform the Services as described in Exhibit "A", which is attached hereto, through its representatives, employees, or agents as may be designated by TEW & TAYLOR.
- 1.4 TEW & TAYLOR may provide additional services not included on Exhibit "A" to TOWN upon the execution of a written Amendment to this Agreement, as provided in Section 9.9.
- 1.5 In connection with professional services to be rendered pursuant to this Agreement, TEW & TAYLOR further agrees to:

1.5.1 Maintain an adequate staff of qualified personnel at all times to ensure its performance of its obligations pursuant to the terms of this Agreement.

1.5.2 Comply within all Federal, State and Local laws or ordinances applicable to the performance of its obligations pursuant to the terms of this Agreement.

1.5.3 Cooperate fully with the TOWN in the scheduling and coordination of all services performed pursuant to the terms of this Agreement.

1.5.4 Confer with the TOWN staff at any time during the term of this Agreement in order to address issues of performance.

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## **ARTICLE 2- CONFLICT OF INTEREST**

TEW & TAYLOR agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company or others doing construction work within the corporate limits of the Town of Loxahatchee Groves which might be construed as a conflict of interest with TEW & TAYLOR's work for TOWN. The Town Manager, or his authorized representative, shall make the determination, in his or her sole discretion, of what is deemed a conflict.

## **ARTICLE 3- COMPENSATION**

The parties agree that TEW & TAYLOR shall be compensated as follows:

- 3.1 TEW & TAYLOR shall provide the Services set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, at the rate of Forty-Five Dollars (\$45.00) an hour, with no minimum. The total compensation authorized under this Agreement is Thirty Five Thousand Dollars (\$35,000.00). No payments in excess of \$35,000.00 shall be made to TEW & TAYLOR unless approved by the TOWN Council, and in the event TEW & TAYLOR performs services that exceed \$35,000 without the prior approval of the TOWN Council, such shall be done at its sole risk and there shall be no guarantee of payment for such services that exceed \$35,000 and were not previously approved.
- 3.2 Should it be necessary for the TOWN to engage TEW & TAYLOR for services provided at times other than Business Hours as defined in Exhibit "A", Section 1(8), the rate charged by TEW & TAYLOR shall be sixty seven and 501100 Dollars (\$67.50) an hour. .
- 3.3 TEW & TAYLOR shall invoice TOWN OF LOXAHATCHEE GROVES on a monthly basis. TOWN OF LOXAHATCHEE GROVES shall pay TEW & TAYLOR within thirty (30) days of receipt of the invoice.

- 3.4 TEW & TAYLOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete an correct entries as to personnel hours charged for which TEW & TAYLOR receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by TOWN, or its authorized representatives.

#### **ARTICLE 4 - TERM OF AGREEMENT**

- 4.1 This Agreement shall be deemed to have commenced on **October 1, 2013**, and shall continue in full force and effect until midnight, **September 30, 2014**.
- 4.2 This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by TEW & TAYLOR or TOWN is provided pursuant to the notices provision of this Agreement.

#### **ARTICLE 5- INDEMNIFICATION**

TEW & TAYLOR shall, at all times hereafter, indemnify and hold harmless TOWN, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorney fees) arising out of negligent act, error or omission of TEW & TAYLOR, its agents, servants or employees in the performance of services under this Agreement. Nothing in this Agreement shall be construed to affect in any way TOWN'S rights, privileges and immunities as set forth in Florida Statutes 768.28.

#### **ARTICLE 6- INSURANCE**

- 6.1 TEW & TAYLOR shall provide and maintain in force at all times during the Agreement with TOWN, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance as will assure to TOWN OF LOXAHATCHEE GROVES the protection contained in the foregoing indemnification undertaken by TEW & TAYLOR, and in the amounts and coverages as set forth in its Summary of Insurance attached hereto as Exhibit "B."
- 6.2 A Certificate of Insurance acceptable to TOWN shall be provided listing the above coverages and providing 30 days prior written notice to the Town of Loxahatchee Groves in the case of cancellation. The Town of Loxahatchee Groves shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employees Liability Policy.

## **ARTICLE 7- TERMINATION**

- 7.1 Either party may terminate this Agreement for convenience upon providing fourteen (14) days written notice to the other party. In the event this Agreement is terminated for convenience, TEW & TAYLOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, TEW & TAYLOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement unless specifically authorized by the TOWN, for which TEW & TAYLOR will be compensated.
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- 7.2 Notice of termination shall be provided in accordance with the Notices section of this Agreement, except that notice of termination by Town Manager which Town Manger deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the Notices section of this Agreement.
- 7.3 In no event shall TOWN be liable to TEW & TAYLOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

## **ARTICLE 8- NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified or registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

### **TO TEW & TAYLOR:**

Beverly A. Tew, President  
TEW & TAYLOR INC.  
1562 Wiltshire Village Drive  
Wellington, FL 33414  
Telephone: (561) 252-6440  
Facsimile: (561) 791-9667

### **TO TOWN OF LOXAHATCHEE GROVES:**

Mark Kutney, Town Manager  
Town of Loxahatchee Groves

14579 Southern Blvd, Suite #2  
Loxahatchee Groves, Florida 33470  
Telephone: (561) 793-2418  
Facsimile: (561) 793-2420

**With Copy to:**

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, FL 333080  
Telephone: (954) 771-4500  
Facsimile: (954) 771-4923

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**ARTICLE 9- MISCELLANEOUS PROVISIONS**

- 9.1 **ASSIGNMENT AND SUBCONTRACTING:** TEW & TAYLOR shall not have the right to assign this Agreement unless prior written approval is obtained from the Town Manager. Any assignment without the prior written consent of the Town Manager shall be grounds for termination of this Agreement. TEW & TAYLOR may use subcontractors to perform specialized services pursuant to this Agreement, provided that TEW & TAYLOR shall notify the Town Manager in writing of their names and credentials.
- 9.2 **OWNERSHIP OF DOCUMENTS.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by TEW & TAYLOR, whether finished or unfinished shall become the property of TOWN and shall be delivered by TEW & TAYLOR to the Town Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to TEW & TAYLOR shall be withheld until all documents are received as provided herein.
- 9.3 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** TOWN shall have the right to audit the books, records and accounts of TEW & TAYLOR that are related to this Agreement. TEW & TAYLOR shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. TEW & TAYLOR shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless TEW & TAYLOR is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at TEW & TAYLOR's expense. TEW & TAYLOR shall comply with inspection and reproduction

obligations of Florida law relating to public records in its possession. If any audit has been initiated an audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to TEW & TAYLOR's records, TEW & TAYLOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TEW & TAYLOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, TEW & TAYLOR shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, TEW & TAYLOR shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for TEW & TAYLOR's services.

- 9.4 POLICY OF NON DISCRIMINATION. TEW & TAYLOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. TEW & TAYLOR shall affirmatively comply with a all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 9.4 DRUG-FREE WORKPLACE. TEW & TAYLOR shall maintain a drug free workplace.
- 9.5 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 9.6 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 9.7 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 9.8 INDEPENDENT CONTRACTOR: TEW & TAYLOR is an independent contractor under this Agreement. Services provided by TEW & TAYLOR pursuant to this Agreement shall be subject to the supervision of TEW & TAYLOR. In providing such services, neither TEW & TAYLOR nor its agents shall act as officers, employees, or agents of

the TOWN. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 9.9 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Section 4.1 or adding or deleting services to the Scope of Services under Section 1 may be approved in writing by the President of TEW & TAYLOR and the Town Manager of the TOWN.
- 9.10 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 9.11 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
David Browning, Mayor

ATTEST:

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

**TEW & TAYLOR, INC.**

By: \_\_\_\_\_  
Beverly Tew, President

By: \_\_\_\_\_ (CORPORATE SEAL)  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Cirullo, Jr., Town Attorney

STATE OF FLORIDA                    )  
                                                  ) SS  
COUNTY OF PALM BEACH         )

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ of TEW & TAYLOR, INC. who is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged execution of the foregoing Agreement as the proper official of TEW & TAYLOR, INC. for the use and purposes mentioned in it and that the instrument is the act and deed of the Corporation.

---

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2013

NOTARY PUBLIC \_\_\_\_\_

**My Commission Expires:**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

TEW & TAYLOR will perform the following services based on the scope of work the Town requires:

#### **I. Code Enforcement**

- A. TEW & TAYLOR will provide to the Town Code Enforcement Personnel on an as needed basis, to enforce the Town's Code of Ordinances to attain compliance with the Town's Code of Ordinances as requested by the Town Manager.
- B. TEW & TAYLOR will provide services, as needed, during the hours of Monday through Saturday 8:00a.m. -5:00p.m. ("Business Hours")
- C. TEW & TAYLOR will investigate a complaint during Business Hours, within twenty four (24) hours of receipt from the Town so long as such occurs during Business Hours. No investigation shall occur outside of Business Hours without the approval of the Town Manager. TEW & TAYLOR will respond after hours, on Sundays, or short notice upon the direction of the Town Manager contingent on availability.
- D. TEW & TAYLOR personnel shall write courtesy notices, warnings and or violations as appropriate and directed by the Town Manager to attain compliance with the Code.
- E. TEW & TAYLOR will provide Code Enforcement personnel to attend Code Enforcement meetings in order attain Code Compliance as necessary on an hourly fee basis as found herein.
- F. TEW & TAYLOR will provide the necessary experts, including Certified Building Code Inspectors, Plans Examiners and Building Officials to attend meetings and do inspections to ensure "Code" Compliance as requested by the Town Manager on an hourly basis as found herein.

#### **MEETING ATTENDANCE**

Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates as set forth in Paragraph 3.1 of the Agreement.

**EXHIBIT "B"**

**INSURANCE**

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PUBLIC WORKS AND SOLID WASTE CONSULTING SERVICES**

**THIS AGREEMENT**, dated the \_\_\_\_ day of \_\_\_\_\_, 2013, is  
by and between:

**TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite #2, Loxahatchee Groves, Florida 33470, hereinafter referred to as "TOWN";

and

**FRANK SCHIOLA**, an individual, with an address of 13434 Marcella Blvd, Loxahatchee Groves, Florida 33470, hereinafter referred to as "CONSULTANT". TOWN and CONSULTANT may hereinafter collectively be referred to as the "Parties".

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

**WHEREAS**, the TOWN and CONSULTANT had entered into an Agreement for CONTRACTOR to provide public works services and monitor solid waste services provided by the TOWN 's solid waste collection and disposal franchise holder; and

**WHEREAS**, CONSULTANT has demonstrated specific knowledge, skills, abilities, experiences and expertise in the area of public works services and solid waste monitoring that benefits the TOWN, and has been available to and assisted TOWN Management in addressing complaints in similar matters; and

**WHEREAS**, the Town desires to enter into this Agreement with the CONSULTANT in order to continue using him as authorized by the TOWN Manager to provide public works services, monitoring services, and other assistance to the TOWN on other matters; and

**WHEREAS**, the Town Council finds that this agreement serves a public and municipal purpose, and is in the best interest of the health, safety, and welfare of the residents and businesses of the Town.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

## **ARTICLE 1**

1.1. RECITALS: Each whereas clause set forth above is true and correct and herein incorporated by this reference.

## **ARTICLE 2** **SERVICES AND RESPONSIBILITIES**

2.1. CONSULTANT hereby agrees to perform and provide Services for the TOWN on a personal service basis, as directed by the Town Manager and as further enumerated in the Scope of Services which are attached hereto as **Exhibit "A"** and incorporated herein by reference. Included in the Scope of Services are the reporting requirements that the CONSULTANT shall provide to the TOWN regarding the services provided pursuant to this Agreement.

2.2. In providing the personal services to the TOWN, CONSULTANT shall provide regular reports as described in Exhibit "A" to the Town Manager or his designee. In providing services relating to monitoring solid waste collection and disposal services, CONSULTANT shall not communicate with the TOWN's solid waste collection and disposal franchise holder, unless authorized, in writing, by the Town Manager, or his designee.

2.3. CONSULTANT shall furnish all personal services, equipment and materials necessary and as may be required in the performance of this Agreement.

2.4. CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the personal knowledge, experience and ability to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.5. TOWN agrees to assist and cooperate with CONSULTANT in the performance of this Agreement by providing CONSULTANT with all necessary information required in the performance of CONSULTANT's services hereunder.

## **ARTICLE 3** **TERM AND TERMINATION**

3.1. This Agreement shall commence on October 1, 2013 ("Commencement Date") for a term ending September 30, 2014 (the "Term"). This Agreement may be renewed for additional terms upon the mutual consent of the parties.

3.2. This Agreement may be terminated by either Party upon providing fourteen (14) calendar days written notice. Upon termination, CONTRACTOR shall cease all work performed hereunder and TOWN shall pay to CONTRACTOR any earned and unpaid portion of the compensation due CONTRACTOR pursuant to Article 4.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1. TOWN agrees to compensate CONSULTANT for all services performed by CONSULTANT on an hourly basis at a fee of Twenty Six and 251100 (\$26.25) per hour.

4.2 The total compensation authorized under this Agreement is Twenty Five Thousand Dollars (\$25,000.00). No payments in excess of \$25,000.00 shall be made to CONSULTANT unless approved by the TOWN Council, and in the event CONSULTANT performs services that exceed \$25,000 without the prior approval of the TOWN Council, such shall be done at his sole risk and there shall be no guarantee of payment for such services that exceed \$25,000.00 and were not previously approved.

4.3 The TOWN shall not be responsible for any other expenses for the CONSULTANT's services provided pursuant to this Agreement.

4.4 CONSULTANT will invoice the Town monthly for services provided under this Agreement, and approved amounts will be paid within thirty (30) days of receipt of such invoice.

4.5 Payment will be made by TOWN to CONSULTANT at the address provided in Article 6 herein below, unless otherwise directed in writing by CONSULTANT.

**ARTICLES**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

TOWN or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be mutually agreed to and contained in a written amendment, executed by the Parties hereto.

**ARTICLE 6**  
**MISCELLANEOUS**

6.1. CONSULTANT shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town Manager.

6.1.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with TOWN, such insurance, including Workers' Compensation (or written personal exemption statement) and Automobile Liability Insurance as will support Consultant's indemnification of the TOWN OF LOXAHATCHEE GROVES as provided in Section 6.2 of this Agreement.

6.1.2 Workers' Compensation Statutory limits with \$100,000.00 Employers Liability, unless CONSULTANT provides a written statement to the TOWN claiming to be exempt from workers compensation insurance requirements.

6.1.3 Personal Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles with a combined limit of not less than \$100,000.00 per occurrence.

6.1.4 Prior to commencement of work under this Agreement (and during any extended term of the Agreement), Consultant will provide a copy of his current insurance policy(ies) that confirm the above coverages together with a written statement from Consultant to provide 30 days prior written notice to the Town of Loxahatchee Groves if any notice of non-renewal or cancellation is received.

## 6.2. Indemnification.

6.2.1 CONSULTANT shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts or negligent act of CONSULTANT in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent contractor under this Agreement and not the TOWN's employee for any purposes. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided.

## 6.4. Assignments; Amendments.

6.4.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of TOWN.

6.4.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.

6.5. No Contingent Fees. CONSULTANT warrants that it has not paid or agreed to pay any person or entity any consideration contingent upon or resulting from the award or making of this Agreement.

6.6. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified or registered United States mail, with return receipt

requested. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

**TO CONSULTANT:**

Frank Schiola  
13434 Marcella Blvd.  
Loxahatchee Groves, FL 33470  
Telephone: (561) 561-722-4403  
e-mail: [fschiola@loxahatcheegrovesfl.gov](mailto:fschiola@loxahatcheegrovesfl.gov)

**TO TOWN OF LOXAHATCHEE GROVES:**

Mark Kutney, Town Manager  
Town of Loxahatchee Groves  
14579 Southern Blvd, Suite #2  
Loxahatchee Groves, Florida 33470  
Telephone: (561) 793-2418  
Facsimile: (561) 793-2420

**With Copy to:**

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, FL 333080  
Telephone No. (561) 276-9400  
Facsimile No. (954) 771-4923

6.7. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.9. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.10. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

6.11. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

6.12. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

6.13. **Records.** CONSULTANT shall keep books and records to record complete and correct entries as to hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

6.14. **Waiver.** Any failure by CONSULTANT to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and CONSULTANT may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

**ATTEST:**

\_\_\_\_\_  
David Browning, Mayor

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

**CONSULTANT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Frank Schiola

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

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA                    )  
                                                  )  
COUNTY OF PALM BEACH        )        SS:

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared FRANK SCHIOLA and acknowledged executing the foregoing Agreement for the use and purposes mentioned therein.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at and in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type or Stamp Commission Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

**Background:** The Town will provide notice to the public of a telephone number with voicemail backup, and an e-mail address to receive individual and business resident complaints regarding the Town's solid waste collection and disposal franchise holder. A written list and summary of such complaints will be provided to Consultant no later than the end of the next business day via the e-mail address provided in Section 6.6.

The Consultant shall provide the following Services as authorized and requested by the Town Manager:

1. Perform field monitoring by travelling throughout the Town of Loxahatchee Groves and taking note of any accumulation of garbage, vegetative waste, or recyclable materials that appear not to have been collected by the Town's solid waste collection and disposal franchise holder.
2. Record the location and address of any accumulation of solid waste, garbage, vegetative waste, or recyclable materials.
3. Provide an e-mail report to the Town Manager on a weekly basis, documenting the Consultant's activities, observations, recommendations, and time incurred in performing the Consultant's obligations pursuant to this Agreement. The time the Consultant incurs shall include the time the Consultant spends preparing any reports and providing any pictures or other documentation as requested by the Town Manager.
4. Provide copies of any written complaints that individual and/or business residents have submitted to Consultant with respect to solid waste collection and disposal services within the Town
5. Assist the Town, upon the written request of the Town Manager, with any additional investigative services and participation in meetings related to solid waste collection and disposal services provided by the Town's solid waste collection and disposal franchise holder.
6. Assist the Town on matters pertaining to public works and transportation services as requested by the Town Manager, including responding to complaints from residents and property owners received by the Town, and when deemed necessary by the Town Manager provide written reports.
7. For the purpose of this agreement, Public Works services include but are not limited to solid waste monitoring, code enforcement support related to manure hauling and similar issues, traffic sign maintenance and erection, roadway maintenance and related transportation issues, facilities maintenance and emergency management activities.

## EXHIBIT "A"

### SCOPE OF SERVICES

**Background:** The Town will provide notice to the public of a telephone number with voicemail backup, and an e-mail address to receive individual and business resident complaints regarding the Town's solid waste collection and disposal franchise holder. A written list and summary of such complaints will be provided to Consultant no later than the end of the next business day via the e-mail address provided in Section 6.6.

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4. Provide copies of any written complaints that individual and/or business residents have submitted to Consultant with respect to solid waste collection and disposal services within the Town
5. Assist the Town, upon the written request of the Town Manager, with any additional investigative services and participation in meetings related to solid waste collection and disposal services provided by the Town's solid waste collection and disposal franchise holder.
6. Assist the Town on matters pertaining to public works and transportation services as requested by the Town Manager, including responding to complaints from residents and property owners received by the Town, and when deemed necessary by the Town Manager provide written reports.
7. For the purpose of this agreement, Public Works services include but are not limited to solid waste monitoring, code enforcement support related to manure hauling and similar issues, traffic sign maintenance and erection, roadway maintenance and related transportation issues, facilities maintenance and emergency management activities.



5. COMMITTEE REPORTS

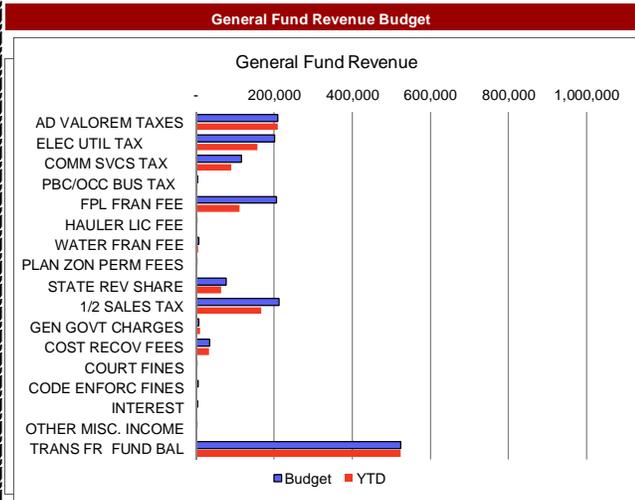
- a. Finance Advisory & Audit Committee (FAAC) Report and Approval  
of the July 2013 Financial Reports – *Committee Member Virginia  
Standish*



## Town of Loxahatchee Groves

### Financial Activity Report as of July 31, 2013

(83% of year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
AD VALOREM TAXES @ 1.2000	210,005	210,006	100.0%
ELECTRIC UTILITY TAX	202,000	156,788	77.6%
COMMUNICATION SERVICES TAX	116,726	89,918	77.0%
COUNTY OCCUPATIONAL LICENSES	3,800	4,020	105.8%
FPL FRANCHISE FEE	206,000	110,772	53.8%
HAULER LICENSE FEE	2,000	2,000	100.0%
PBC WATER UTILITY FRANCHISE	6,500	4,774	73.5%
PLANNING & ZONING PERMIT FEES	500	76	15.2%
STATE REVENUE SHARING	77,873	63,893	82.0%
HALF CENT SALES TAX	212,024	166,484	78.5%
GENERAL GOVERNMENT CHARGES	7,500	10,237	136.5%
COST RECOVERY FEES	35,000	33,204	94.9%
COURT FINES	2,500	1,411	
CODE ENFORCEMENT FINES	5,000	300	6%
INTEREST	3,600	187	5.2%
OTHER MISC. INCOME	500	2,204	440.7%
<b>TRANSFER FROM FUND BALANCE*</b>	<b>523,752</b>	<b>523,752</b>	<b>100.0%</b>
<b>Total Revenues</b>	<b>1,615,280</b>	<b>1,380,026</b>	<b>85.4%</b>

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
LEGISLATIVE	43,235	21,285	49.2%
EXECUTIVE	277,538	231,934	83.6%
FINANCIAL AND ADMINISTRATIVE	22,250	19,752	88.8%
LEGAL COUNSEL	120,000	82,861	69.1%
COMPREHENSIVE PLANNING & ZONING	177,233	141,295	79.7%
OTHER GENERAL GOVERNMENT	693,739	644,408	92.9%
LAW ENFORCEMENT	275,285	228,988	83.2%
PUBLIC WORKS	6,000	2,290	38.2%
<b>Total Expenditures</b>	<b>1,615,280</b>	<b>1,372,813</b>	<b>85.0%</b>
Excess(deficiency)	-	7,213	

YTD-Total Funds Expen. Budget			
Expenditures	Budget	Year-to-Date	%
<b>Total Townwide Budget</b>	<b>3,779,286</b>	<b>1,901,944</b>	<b>50.3%</b>

Selected Other Funds			
Transportation Fund	Budget	Year-to-Date	%
FIRST LOCAL OPTION FUEL TAX (6 CENT)	249,245	186,912	75.0%
SECOND LOCAL OPTION FUEL (5 CENT)	117,326	86,551	73.8%
CONTRIBUTION FROM GENERAL FUND	-	-	
TRANSFER FROM FUND BALANCE	-	-	
<b>Total Revenues</b>	<b>366,571</b>	<b>273,463</b>	<b>74.6%</b>
TRAFFIC CONTROL SIGNS (6 CT) MAINT.	16,245	18,849	116.0%
TOWN ROADS (6 CT) MAINT.	80,000	27,465	34.3%
DISTRICT ROADS (6 CT) MAINT.	150,000	79,890	0.6%
ROADS AND STREETS (5 CT)	-	-	
SPECIAL PROJECTS (6 CT)	-	901	0.0%
148th TERR BRIDGE(5)/CULVERT	-	-	
CONSTRUCTION TOWN RDS & STREETS	-	-	
<b>TRANSFER TO FUND BALANCE</b>	<b>120,326</b>	<b>-</b>	<b>0.0%</b>
<b>Total Expenses</b>	<b>366,571</b>	<b>127,105</b>	<b>34.7%</b>
Excess(deficiency)	-	146,358	

Solid Waste Fund			
Budget	Year-to-Date	%	
SOLID WASTE ASSESSMENTS	350,052	350,052	100.0%
DISCOUNT FEES	(10,392)	(10,214)	98.3%
SWA RECYCLING INCOME	8,000	5,573	69.7%
CONTRIBUTION FROM GENERAL FUND	137,309	126,000	91.8%
<b>Total Revenues</b>	<b>484,969</b>	<b>471,410</b>	<b>97.2%</b>
CONTRACTUAL-WASTE OVERSIGHT	12,000	7,197	60.0%
PBC ADMINISTRATION FEE 1%	3,463	3,189	92.1%
POSTAGE & FREIGHT	500	28	
SOLID WASTE CONTRACTOR	451,634	376,362	83.3%
OTHER SANITATION SERVICES	16,500	15,250	92.4%
LEGAL ADVERTISING	872	-	0.0%
MANAGEMENT FEES	-	-	
<b>Total Expenses</b>	<b>484,969</b>	<b>402,026</b>	<b>82.9%</b>
Excess(deficiency)	-	69,384	

Capital Improvement Program (CIP) Fund			
Budget	Year-to-Date	%	
CONTRIBUTION FROM GENERAL FUND	400,000	400,000	100.0%
TRANSFER FROM FUND BALANCE	912,466	-	0.0%
<b>Total Revenues</b>	<b>1,312,466</b>	<b>400,000</b>	<b>30.5%</b>
DEVELOP TOWN HALL ALTERNATIVES	500,000	-	-
TRAILS	200,000	-	-
OGEM PAVING/COST SHARING	-	-	-
ROAD & DRAINAGE IMPROVEMENT	362,466	-	-
TRAFFIC LIGHT OKEECHOBEE	250,000	-	-
<b>Total Expenses</b>	<b>1,312,466</b>	<b>400,000</b>	<b>0.0%</b>
Excess(deficiency)	-	400,000	

Contract Services Expenditures			
Expenditures	Budget	Year-to-Date	%
Waste Pro	451,634	376,362	83.3%
Palm Beach County Sheriff	275,285	228,988	83.2%
Underwood Management Services Group	330,835	277,623	83.9%
Goren, Cherof, Doody, Ezrol	120,000	94,323	78.6%
Tew & Associates	35,000	31,987	91.4%
Land Research Management	-	30,954	
Calvin Giodorno	-	508	
Frank Schiola	25,000	16,427	65.7%
YEE's Corporation	10,800	9,900	91.7%
Loxahatchee Water Control District	150,000	138,237	92.2%
<b>Total Expenses</b>	<b>1,398,554</b>	<b>1,205,307</b>	

\* Funds provided from unassigned fund balance not a true revenue by definition  
 Expenditures include Non District Road Maintenance & OGEM Subsidy  
 Includes new account for 6 cent gas tax reserve to fund balance for \$3,000



**BUDGET VS ACTUAL**  
**as of July 31, 2013**  
**83% Elapsed**  
**General Fund**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-311-100-000	Ad Valorem Taxes	14,810.04	210,006.01	-	210,005.00	1.01	100.0%
	<b>Ad Valorem Taxes Subtotal</b>	<b>14,810.04</b>	<b>210,006.01</b>		<b>210,005.00</b>	<b>1.01</b>	
001-314-100-000	Electric Utility Tax	17,393.18	156,787.77	-	202,000.00	(45,212.23)	77.6%
001-315-100-000	Communications Services	9,416.51	89,917.46	-	116,726.00	(26,808.54)	77.0%
001-316-200-000	County Occupational License	67.71	4,019.79	-	3,800.00	219.79	105.8%
	<b>Local Taxes Subtotal</b>	<b>26,877.40</b>	<b>250,725.02</b>		<b>322,526.00</b>	<b>(71,800.98)</b>	
001-323-100-000	FPL Franchise Fee	28,454.56	110,771.85	-	206,000.00	(95,228.15)	53.8%
001-323-125-000	Haulers License Fee	-	2,000.00	-	2,000.00	-	100.0%
001-323-300-000	PBC Water Utility Franchise	520.02	4,774.30	-	6,500.00	(1,725.70)	73.5%
001-329-100-000	Planning & Zoning Permit	-	76.00	-	500.00	(424.00)	15.2%
	<b>Permits, Franchise Fees &amp; Special Subtotal</b>	<b>28,974.58</b>	<b>117,622.15</b>		<b>215,000.00</b>	<b>(97,377.85)</b>	
001-335-120-000	State Revenue Sharing	6,438.73	63,893.41	-	77,873.00	(13,979.59)	82.1%
001-335-180-000	Half Cent Sales Tax	17,475.89	166,485.09	-	212,024.00	(45,538.91)	78.5%
	<b>Intergovernmental Revenue Subtotal</b>	<b>23,914.62</b>	<b>230,378.50</b>		<b>289,897.00</b>	<b>(59,518.50)</b>	<b>79.5%</b>
001-341-000-000	General Government Charges	1,065.35	10,236.87	-	7,500.00	2,736.87	136.5%
001-343-349-000	Cost Recovery Fees	4,564.37	33,204.15	-	35,000.00	(1,795.85)	94.9%
	<b>Charges for Services Subtotal</b>	<b>5,629.72</b>	<b>43,441.02</b>		<b>42,500.00</b>	<b>941.02</b>	
001-351-100-000	Court Fines	14.00	1,411.37	-	2,500.00	(1,088.63)	
001-354-100-000	Code Enforcement Fines	-	300.00	-	5,000.00	(4,700.00)	6.0%
	<b>Code Enforcement Fines Subtotal</b>	<b>14.00</b>	<b>1,711.37</b>		<b>7,500.00</b>	<b>(5,788.63)</b>	
001-361-100-000	Interest	13.62	187.29	-	3,600.00	(3,412.71)	5.2%
001-369-000-000	Other Misc Income	-	2,203.50	-	500.00	1,703.50	440.7%
	<b>Other Misc Revenue Subtotal</b>	<b>13.62</b>	<b>2,390.79</b>		<b>4,100.00</b>	<b>(1,709.21)</b>	
001-399-000-000	Transfer from Fund Balance*	-	523,752.00	-	523,752.00	-	100.0%
	<b>Other Non-operating Sources Subtotal</b>	<b>-</b>	<b>523,752.00</b>		<b>523,752.00</b>	<b>-</b>	
	<b>Grand Total Revenue</b>	<b>100,233.98</b>	<b>1,380,026.86</b>		<b>1,615,280.00</b>	<b>(235,253.14)</b>	<b>85.4%</b>

\* Funds provided from unassigned fund balance not a true revenue by definition



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**as of July 31, 2013**  
**83% Elapsed**  
**General Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-511-310-000	Professional Services	-	-	-	15,000.00	15,000.00	0.0%
001-511-400-000	Travel	-	92.00	-	2,000.00	1,908.00	4.6%
001-511-492-000	Other Operating Expenses	-	1,084.00	-	1,500.00	416.00	72.3%
001-511-499-000	Other Current Charges - Council Reimbursement	2,500.00	12,500.00	-	15,000.00	2,500.00	83.3%
001-511-500-000	Education & Training	-	-	-	1,000.00	1,000.00	0.0%
001-511-510-000	Office Supplies	-	37.77	-	300.00	262.23	12.6%
001-511-520-000	Operating Supplies	-	-	-	300.00	300.00	0.0%
001-511-540-000	Books, Publications & Subscriptions	370.00	4,244.00	-	4,785.00	541.00	88.7%
001-511-820-000	Special Events/Contributions	300.00	3,327.45	-	3,350.00	22.55	99.3%
	<b>Legislative Total</b>	<b>3,170.00</b>	<b>21,285.22</b>	<b>-</b>	<b>43,235.00</b>	<b>21,949.78</b>	<b>49.2%</b>
001-512-340-000	Other Services	21,367.82	213,678.20	-	256,414.00	42,735.80	83.3%
001-512-400-000	Travel	30.35	1,140.30	-	1,500.00	359.70	76.0%
001-512-410-000	Communication Services	-	130.00	-	-	(130.00)	-
001-512-420-000	Postage & Freight - NEW	95.66	1,319.60	-	1,500.00	180.40	88.0%
001-512-490-000	Legal Advertising	-	817.44	-	1,000.00	182.56	81.7%
001-512-492-000	Other Operating Expenses	5.00	177.35	-	944.00	766.65	18.8%
001-512-493-000	Election Expense	120.40	6,961.47	-	7,010.00	48.53	99.3%
001-512-510-000	Office Supplies	1,334.70	7,559.52	-	8,600.00	1,040.48	87.9%
001-512-521-000	Loxahatchee Groves CERT - MOVED	-	150.60	-	-	(150.60)	-
001-512-540-000	Books, Publications & Subscriptions	-	-	-	570.00	570.00	0.0%
	<b>Executive Total</b>	<b>22,953.93</b>	<b>231,934.48</b>	<b>-</b>	<b>277,538.00</b>	<b>45,603.52</b>	<b>83.6%</b>
001-513-320-000	Accounting and Auditing	-	16,100.00	-	16,500.00	400.00	97.6%
001-513-470-000	Printing and Binding	-	2,742.48	-	4,750.00	2,007.52	57.7%
001-513-490-000	Legal Advertising	-	910.00	-	1,000.00	90.00	91.0%
001-513-493-000	Election Expense (moved)	-	-	-	-	-	0.0%
	<b>Financial &amp; Administrative Total</b>	<b>-</b>	<b>19,752.48</b>	<b>-</b>	<b>22,250.00</b>	<b>2,497.52</b>	<b>88.8%</b>
001-514-310-000	Professional Services	11,615.75	82,860.64	-	120,000.00	37,139.36	69.1%
	<b>Legal Total</b>	<b>11,615.75</b>	<b>82,860.64</b>	<b>-</b>	<b>120,000.00</b>	<b>37,139.36</b>	<b>69.1%</b>



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF JULY 31, 2013**  
 83% Elapsed  
**General Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-515-310-000	Professional Services	3,647.50	36,164.41	-	59,493.00	23,328.59	60.8%
001-515-340-000	Other Services	6,394.43	63,944.30	-	76,740.00	12,795.70	83.3%
001-515-343-000	Planning & Zoning Contract	-	-	-	-	-	0.0%
001-515-347-000	Comprehensive Plan	-	-	-	-	-	0.0%
001-515-349-000	Cost Recovery Expenditure	4,564.37	37,252.67	-	35,000.00	(2,252.67)	106.4%
001-515-490-000	Legal Advertising - NEW	-	3,933.60	-	6,000.00	2,066.40	65.6%
<b>Comprehensive Planning &amp; Zoning Total</b>		<b>14,606.30</b>	<b>141,294.98</b>		<b>177,233.00</b>	<b>35,938.02</b>	<b>79.7%</b>
001-519-315-000	Special Magistrate	3,285.46	19,871.24	-	26,000.00	6,128.76	76.4%
001-519-354-000	Code Compliance	1,085.50	22,904.25	-	39,000.00	16,095.75	58.7%
001-519-410-000	Communications Services	446.00	4,509.73	-	5,700.00	1,190.27	79.1%
001-519-440-000	Rentals and Leases	1,278.94	15,781.08	-	20,000.00	4,218.92	78.9%
001-519-450-000	Insurance	-	17,485.00	-	17,500.00	15.00	99.9%
001-519-460-000	Repair & Maint - Building	200.00	2,000.00	-	2,426.00	426.00	82.4%
001-519-470-000	Printing and Binding	-	-	-	-	-	0.0%
001-519-480-000	Promotional Activities	-	-	-	-	-	0.0%
001-519-490-000	Computer Repair	315.00	1,385.63	-	3,000.00	1,614.37	46.2%
001-519-491-000	Computer Services	359.99	3,090.05	-	5,631.00	2,540.95	54.9%
001-519-494-000	Inspector General Office	-	-	-	5,280.00	5,280.00	0.0%
001-519-810-000	Aids to Govt Agencies Grant - LGWCD	-	28,893.00	-	28,893.00	-	
001-519-820-000	Loxahatchee Groves CERT	-	2,488.34	-	3,000.00	511.66	82.9%
001-519-900-000	Transfer to Transportation Fund	-	-	-	-	-	0.0%
001-519-910-000	Transfer to Sanitation Fund	-	126,000.00	-	137,309.00	11,309.00	91.8%
001-519-920-000	Transfer to Capital Projects	-	400,000.00	-	400,000.00	-	100.0%
001-519-990-000	Contingency	-	-	-	-	-	0.0%
<b>Other Governmental Services Total</b>		<b>6,970.89</b>	<b>644,408.32</b>		<b>693,739.00</b>	<b>49,330.68</b>	<b>92.9%</b>
001-521-341-000	Professional Services-PBSO	22,898.75	228,987.50	-	274,785.00	45,797.50	83.3%
001-521-342-000	Contractual-ADDL PBSO	-	-	-	500.00	500.00	0.0%
<b>Law Enforcement Total</b>		<b>22,898.75</b>	<b>228,987.50</b>		<b>275,285.00</b>	<b>46,297.50</b>	<b>83.2%</b>
001-539-310-000	Other Services	-	-	-	-	-	0.0%
001-539-340-000	Professional Services	161.07	2,290.20	-	6,000.00	3,709.80	38.2%
<b>Public Works Total</b>		<b>161.07</b>	<b>2,290.20</b>		<b>6,000.00</b>	<b>3,709.80</b>	<b>38.2%</b>
<b>Grand Total Expenditure</b>		<b>82,376.69</b>	<b>1,372,813.82</b>		<b>1,615,280.00</b>	<b>242,466.18</b>	<b>85.0%</b>
<b>Net Revenue</b>		<b>17,857.29</b>	<b>7,213.04</b>		-		



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF JULY 31, 2013**  
 83% Elapsed  
 Transportation Fund  
 Revenues

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
101-312-410-000	1st Local Option Fuel Tax	21,234.38	186,911.67	-	249,245.00	(62,333.33)	75.0%
101-312-420-000	2nd Local Option Fuel Tax	9,695.58	86,551.43	-	117,326.00	(30,774.57)	73.8%
101-363-990-000	Contribution from General Fund	-	-	-	-	-	0.0%
101-399-000-000	Transfer from Fund Balance	-	-	-	-	-	0.0%
<b>Total Revenue</b>		<b>30,929.96</b>	<b>273,463.10</b>		<b>366,571.00</b>		<b>74.6%</b>

**Transportation Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
101-541-467-000	Traffic Control Signs (6 ct) Maint.	1,347.00	18,848.92	-	16,245.00	(2,603.92)	116.0%
101-541-468-000	Non-District Roads (6 ct) Maint.	22,033.43	27,465.02	-	80,000.00	52,534.98	34.3%
101-541-469-000	District Roads (6 ct) Maint.	79,889.85	79,889.85	-	150,000.00	70,110.15	0.0%
101-541-631-000	Road and Streets (5 cent)	-	-	-	-	-	0.0%
101-541-632-000	Special Projects (6 cent)	-	901.00	-	-	(901.00)	-
101-541-634-000	148th Terr Bridge (5)/Culvert	-	-	-	-	-	0.0%
101-541-636-000	Construct Town Rds & Sts	-	-	-	-	-	0.0%
101-541-990-000	Transfer to Fund Balance	-	-	-	117,326.00	117,326.00	0.0%
101-541-996-000	Transfer to Fund Balance	-	-	-	3,000.00	3,000.00	0.0%
<b>Total Expenditure</b>		<b>103,270.28</b>	<b>127,104.79</b>	-	<b>366,571.00</b>		<b>34.7%</b>
<b>Net Revenue</b>		<b>(72,340.32)</b>	<b>146,358.31</b>		-	-	



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF JULY 31, 2013**  
 83% Elapsed  
**Capital Improvement Program**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-363-990-000	Contributions from General Fund	-	400,000.00	-	400,000.00	-	100.0%
305-399-000-000	Transfer from Fund Balance	-	-	-	912,466.00	(912,466.00)	0.0%
	<b>Total Revenue</b>	<b>-</b>	<b>400,000.00</b>	<b>-</b>	<b>1,312,466.00</b>	<b>(912,466.00)</b>	<b>30.5%</b>

**Capital Improvement Program**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-519-600-000	Develop Town Hall Alternatives	-	-	-	500,000.00	500,000.00	0.0%
305-541-341-000	Trails (changed from Linear Park/Grant Match)	-	-	-	200,000.00	200,000.00	0.0%
305-541-346-000	OGEM Paving/Cost Sharing	-	-	-	-	-	0.0%
305-541-434-000	Road & Drainage Improvement	-	-	-	362,466.00	362,466.00	0.0%
305-541-436-000	Traffic Light Okeechobee	-	-	-	250,000.00	250,000.00	0.0%
	<b>Total Expenditure</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,312,466.00</b>	<b>1,312,466.00</b>	<b>0.0%</b>
	<b>Net Revenue</b>	<b>-</b>	<b>400,000.00</b>		<b>-</b>	<b>400,000.00</b>	



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF JULY 31, 2013**  
 83% Elapsed  
 Solid Waste Fund  
 Revenues

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-323-125-000	Haulers Licensing Fee - MOVED TO GF	-	-	-	-	-	0.0%
405-325-205-000	Solid Waste Assessments	26,680.25	350,051.69	-	350,052.00	(0.31)	100.0%
405-325-206-000	Discount Fees	-	(10,213.83)	-	(10,392.00)	178.17	98.3%
405-343-120-000	SWA Recycling Income	-	5,572.57	-	8,000.00	(2,427.43)	69.7%
405-363-990-000	Contributions from General Fund	-	126,000.00	-	137,309.00	(11,309.00)	91.8%
	<b>Total Revenue</b>	<b>26,680.25</b>	<b>471,410.43</b>	<b>-</b>	<b>484,969.00</b>	<b>(13,558.57)</b>	<b>97.2%</b>

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-534-345-000	Contractual - Waste Over	2,040.50	7,196.50	-	12,000.00	4,803.50	60.0%
405-534-346-000	PBC Administration Fee 1	-	3,189.05	-	3,463.00	273.95	92.1%
405-534-420-000	Postage & Freight	-	28.00	-	500.00	472.00	5.6%
405-534-434-000	Solid Waste Contractor	37,636.20	376,362.00	-	451,634.00	75,272.00	83.3%
405-534-436-000	Other Sanitation Service	15,000.00	15,250.00	-	16,500.00	16,250.00	1.5%
405-534-490-000	Legal Advertising	-	-	-	872.00	(14,128.00)	720.2%
405-534-595-000	TOLG Management Fee	-	-	-	-	-	0.0%
	<b>Total Expenditure</b>	<b>54,676.70</b>	<b>402,025.55</b>	<b>-</b>	<b>484,969.00</b>	<b>82,943.45</b>	<b>82.9%</b>
	<b>Net Revenue</b>	<b>(27,996.45)</b>	<b>69,384.88</b>		<b>-</b>		



6. PUBLIC HEARINGS – First Public Hearing 2013-2014 BUDGET

a. Resolution No. 2013-10

# Underwood Management Services Group, LLC

840 N.E. Stokes Terrace  
Jensen Beach, Florida 34957  
Telephone: 772.233.1511

William F. Underwood, II  
Managing Partner  
Email: umsg@att.net

## MEMORANDUM

TO: Honorable Mayor and Town Council  
Financial Accounting and Audit Committee

FROM: William F. Underwood, II, Underwood Management Services Group *WFM*

DATE: August 21, 2013

SUBJECT: Changes to FY2014 Budget

At the July 8, 2013, Council meeting, the Council made decisions on several items changing the Fiscal Year 2014 budget. The Town Council's discussion concerned the Five-year Capital Improvement Plan, followed by General Fund, Transportation, and Solid Waste Funds. Several issues that modified both the operational funds and the capital improvement plan budgets were tentatively agreed upon.

The Town Council at their July 16, 2013, meeting set the preliminary millage rate of 1.5000 mills in order to comply with Chapter 218, F. S., while awaiting a determination from the Florida Department of Revenue on whether other revenue streams can be used to meet the 3-mill requirement of the statute.

The Council also approved the award of the bid for solid waste removal and established the assessment rate of \$344.37 per year per residential household.

Both the above items will appear in the TRIM notice provided through the property appraiser's office and an additional notification by first class mail for the solid waste assessment.

The Capital Improvement Program (CIP) incorporates all the changes the Council made at the July 16<sup>th</sup> meeting including several additional projects the Council recommended. The Council revised CIP is attached hereto for your review and will receive tentative approval as a portion of your September 3 Budget hearing. On September 10, the Council will adopt the final solid waste assessment.

In order to accommodate the Council requests for CIP changes, it is necessary to change both the Transportation Fund budget and the Capital Improvement Fund budget for Fiscal Year 2014 from \$600,000 to \$973,517 as follows:

- Transfer from Transportation Fund (Acct. No. 101-541-920-000) to Capital Improvement will increase from \$600,000 to \$856,191
  - \$437,000 - 5-cent Fund Balance
  - \$419,191 - 6-cent Fund Balance
- Eliminate - Transfer to 5-cent Fund Balance (Acct. No. 101-541-990-000) in amount of \$117,326 and transfer these funds to the CIP.

These actions will reduce the restricted fund balance reserves in the Transportation Fund to \$338 available for the 5-cent gas tax revenue and \$45,000 for the 6-cent gas tax revenue (see attached Statement of Estimated Changes in Fund Balance).

Finally, please be advised that if North Road is transferred to the Town prior to October 1, 2013, the transfer from the Transportation Fund from the 6-cent fund balance will reduce by \$141,844, and the transfer of \$141,844 will come from another source of fund balance.

In closing, the Council actions to-date have not focused on the General Fund Budget appropriations

cc: Mark A. Kutney, Town Manager

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2013-10**

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2013-2014, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE TOWN'S MILLAGE RATE FOR THE FISCAL YEAR 2013-2014 AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the tentative budget has been prepared, estimating the expenses and revenues for the Town of Loxahatchee Groves, Florida (the "Town"), for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and also containing certain recommendations as to the amounts necessary to be appropriate for funding the activities of the Town for the ensuing year; and

**WHEREAS**, pursuant to Chapter 200, Florida Statutes, as amended (the "Statute"), a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

**WHEREAS**, the Town, pursuant to Florida law, desires to set its proposed millage rate for the Fiscal Year 2013-2014 at \_\_\_\_\_ mills, an increase of \_\_\_\_\_% from the 2012-2013 rolled-back millage rate of \_\_\_\_\_ mills, and to set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2013-2014 for September 17, 2013.

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

**Section 1.** Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

**Section 2.** The Town Council, pursuant to Florida law, conducted its first duly noticed public hearing to establish its annual millage for the Fiscal Year 2013-2014 on September 3, 2013, at 7:00 p.m. at the Loxahatchee Groves Water Control District Headquarters, in the Town of Loxahatchee Groves, Florida.

**Section 3.** The Town Council hereby sets its proposed millage rate for the Fiscal Year 2013-2014 at \_\_\_\_\_ mills, an increase of \_\_\_\_\_% from the 2012-2013 rolled-back millage rate of \_\_\_\_\_ mills

**Section 4.** Pursuant to the Statute, the Town Council shall conduct its second and final public hearing to adopt its annual millage rate for the Fiscal Year 2013-2014 on September 17, 2013, at 7:00 p.m., at the Loxahatchee Groves Water Control District Headquarters, 101 West "D" Road, Town of Loxahatchee Groves, Florida.

**Section 5.** The Town Manager and the Town Clerk are herein authorized and directed to prepare and publish the necessary advertisements for the public hearing scheduled in Section 4 herein.

**Section 6.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 7.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER, 2013.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Ron Jarriel

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

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

MDC

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**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2013-11**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND PUBLIC HEARING FOR THE ADOPTION OF THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, a tentative budget has been prepared by the Town, estimating expenditures and revenues of the Town for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and recommendations have been made as to the amount necessary to be appropriated for the ensuing year; and

**WHEREAS**, the preliminary millage and budget estimates, in conformity with the Town Charter, and applicable requirements of Florida law, have been filed with the Office of the Town Clerk and Palm Beach County Property Appraiser's Office, and have been open for inspection by the public, and

**WHEREAS**, a duly noticed public hearing for the approval of a tentative budget for the Fiscal Year beginning October 1, 2013, was held on September 3, 2013, and the Town Council desires to set the date, time and place for the second public hearing for adoption of the Town's final budget for the Fiscal Year beginning October 1, 2013.

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

**Section 1.** Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

**Section 2.** The budget estimates, a copy of which are attached hereto and expressly made a part hereof as **Exhibit "A"**, are hereby adopted as the Town's tentative Budget for the Fiscal Year beginning October 1, 2013.

**Section 3.** The second public hearing for the adoption of the Town's budget for the Fiscal Year beginning October 1, 2013, shall be conducted on September 17, 2013, at 7:00 p.m., at the Loxahatchee Groves Water Control District Headquarters, 101 West "D" Road, Town of Loxahatchee Groves, Florida.

**Section 4.** The Town Manager and the Town Clerk are herein authorized and directed to prepare and publish the necessary advertisements for the public hearing scheduled in Section 3 herein.

**Section 5.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall become effective immediately upon its passage and adoption.

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**PASSED AND ADOPTED BY THE TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, UPON FIRST PUBLIC HEARING THIS 3<sup>rd</sup> DAY OF SEPTEMBER, 2013.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Ron Jarriel

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

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

MDC

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**EXHIBIT "A"**  
**(BUDGET ESTIMATE)**



## Recommended Revenue Estimates and Appropriations for Fiscal Year 2013-14

General Fund								
Estimated Revenues								
	Account	FY 10-11 UNAUDITED FINAL	FY 11-12 Audited	FY 2012-2013 Annual Budget	Year to Date MAY 31, 2013	FY 2013-14 Proposed Budget	Council Recommend	Council Adopted
001-311-100-000	Ad Valorem Taxes	265,670	214,645	206,025	191,834	246,621	246,621	
	<b>Taxes - Ad Valorem Taxes Subtotal</b>	<b>265,670</b>	<b>214,645</b>	<b>206,025</b>	<b>191,834</b>	<b>246,621</b>	<b>246,621</b>	-
001-314-100-000	Electric Utility Tax	223,319	203,118	202,000	121,574	203,000	203,000	
001-315-100-000	Communications Services	153,947	138,478	136,726	71,503	125,446	125,446	
001-316-200-000	County Occupational License	9,596	10,419	5,000	3,875	5,000	5,000	
	<b>Taxes Subtotal</b>	<b>386,862</b>	<b>352,015</b>	<b>343,726</b>	<b>196,952.00</b>	<b>333,446</b>	<b>333,446</b>	-
001-323-100-000	FPL Franchise Fee	219,169	188,222	206,000	82,317	200,000	200,000	
001-323-125-000	Haulers Licensing Fee			2,000	2,000	2,000	2,000	
001-323-300-000	PBC Water Utility Franchise	10,727	5,048	10,500	3,417	5,050	5,050	
001-329-100-000	Planning & Zoning Permit	-	99	30,000	76	100	100	
	<b>Permits, Franchise Fees &amp; Special Subtotal</b>	<b>229,896</b>	<b>193,369</b>	<b>248,500</b>	<b>87,810.00</b>	<b>207,150</b>	<b>207,150</b>	-
001-335-120-000	State Revenue Sharing	75,405	77,999	77,873	51,071	85,446	85,446	
001-335-180-000	Half Cent Sales Tax	221,950	207,901	212,024	130,659	224,014	224,014	
	<b>Intergovernmental Revenue Subtotal</b>	<b>297,355</b>	<b>285,900</b>	<b>289,897</b>	<b>181,730</b>	<b>309,460</b>	<b>309,460</b>	-
001-341-000-000	General Government Charges	2,352	7,702	5,000	7,701	7,000	7,000	
001-343-349-000	Cost Recovery Fees	-	53,948	20,000	23,005	25,000	25,000	
	<b>Charges for Services Subtotal</b>	<b>2,352</b>	<b>61,650</b>	<b>25,000</b>	<b>30,706.00</b>	<b>32,000</b>	<b>32,000</b>	-
001-351-100-000	Court Fines	-	-	-	1,390	2,500	2,500	-
001-354-100-000	Code Enforcement Fines	-	35,727	5,000	300	5,000	5,000	
	<b>Judgments, Fines &amp; Forfeits Subtotal</b>	<b>-</b>	<b>35,727</b>	<b>5,000</b>	<b>1,690</b>	<b>7,500</b>	<b>7,500</b>	-
001-361-100-000	Interest	3,345	355	3,600	158	5,000	5,000	
001-369-000-000	Other Misc. Income	5,069	50,649	5,000	2,204	5,000	5,000	
	<b>Other Misc. Revenue Subtotal</b>	<b>8,414</b>	<b>51,004</b>	<b>8,600</b>	<b>2,362.00</b>	<b>10,000</b>	<b>10,000</b>	-
001-385-100-000	Transfer from Solid Waste Fund	11,649	-	-	-	-	-	-
001-399-000-000	Transfer from Fund Balance	-	-	400,000	-	-	-	-
	<b>Other Non-operating Sources Total</b>	<b>11,649</b>	<b>-</b>	<b>400,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Grand Total Revenue</b>		<b>1,202,198</b>	<b>1,194,310</b>	<b>1,526,748</b>	<b>693,084</b>	<b>1,146,177</b>	<b>1,146,177</b>	<b>-</b>



## Recommended Revenue Estimates and Appropriations for Fiscal Year 2013-14

General Fund								
Appropriations								
	Account	FY 10-11 UNAUDITED FINAL	FY 11-12 Audited	FY 2012-2013 Annual Budget	Year to Date MAY 31, 2013	FY 2013-14 Proposed Budget	Council Recommend	Council Adopted
Legislative								
	001-511-310-000 Professional Services	-		20,000	-	60,000	60,000	-
	001-511-400-000 Travel	211	863	3,000	92	3,000	3,000	-
	001-511-420-000 Postage & Freight - (was legal Advertising)	-	-			-	-	-
	001-511-492-000 Other Operating Expenses	595	2,644	1,500	1,084	1,500	1,500	-
	001-511-499-000 Other Current Charges - Council Reimbursement		-	-	7,500	30,000	30,000	-
	001-511-500-000 Education & Training	(125)	300	1,000	-	1,000	1,000	-
	001-511-510-000 Office Supplies	-	158	300	38	300	300	-
	001-511-520-000 Operating Supplies	55	-	300		300	300	-
	001-511-540-000 Books, Publications & Subscriptions	5,034	1,296	7,785	3,714	2,435	2,435	-
	001-511-820-000 Special Events/Contributions	1,513	4,662	5,350	3,027	5,350	5,350	-
	<b>Legislative Total</b>	<b>7,283</b>	<b>9,923</b>	<b>39,235</b>	<b>15,455</b>	<b>103,885</b>	<b>103,885</b>	<b>-</b>
Executive								
	001-512-340-000 Other Services	200,000	256,843	254,635	183,731	264,106	264,106	-
	001-512-400-000 Travel	460	812	1,000	997	1,000	1,000	-
	001-512-410-000 Communication Services - Moved to Gen Govt.	5,620	3,102	-	130	-	-	-
	001-512-420-000 Postage & Freight	1,043	689	1,000	1,202	1,000	1,000	-
	001-512-490-000 Legal Advertising - (NEW)		7,282	500	817	1,000	1,000	-
	001-512-492-000 Other Operating Expenses	4,932	862	944	167	944	944	-
	001-512-493-000 Election Expense	5,546		8,010	6,841	8,010	8,010	-
	001-512-510-000 Office Supplies	1,972	6,861	8,600	5,931	8,600	8,600	-
	001-512-521-000 Loxahatchee Groves CERT - Moved to Gen Govt	2,950	665	-	151	-	-	-
	001-512-540-000 Books, Publications & Subscriptions	883	427	570	-	570	570	-
	<b>Executive Total</b>	<b>223,406</b>	<b>277,543</b>	<b>275,259</b>	<b>199,967</b>	<b>285,230</b>	<b>285,230</b>	<b>-</b>
Financial and Administrative								
	001-513-320-000 Accounting and Auditing	15,000	19,750	18,000	16,100	18,000	18,000	-
	001-513-470-000 Printing and Binding	3,591	4,055	4,750	1,881	4,750	4,750	-
	001-513-490-000 Legal Advertising	7,972	2,285	1,000	910	1,500	1,500	-
	001-513-493-000 Election Expense - moved to Executive		-			-	-	-
	<b>Financial &amp; Administrative Total</b>	<b>26,563</b>	<b>26,090</b>	<b>23,750</b>	<b>18,891</b>	<b>24,250</b>	<b>24,250</b>	<b>-</b>
Legal								
	001-514-310-000 Professional Services	73,472	67,402	60,000	56,795	120,000	120,000	-
	001-514-312-000 Legal Comprehensive Plan	42,627	-	-	-	-	-	-
	<b>Legal Total</b>	<b>116,099</b>	<b>67,402</b>	<b>60,000</b>	<b>56,795</b>	<b>120,000</b>	<b>120,000</b>	<b>-</b>

## Legislative

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>001-511-310-000</b>	<b>Professional Services</b>		<b>\$60,000</b>	<b>\$60,000</b>	<b>\$0</b>
	Lobbyist services for both sides \$30,000 each		\$60,000	\$60,000	\$0
<b>001-511-400-000</b>	<b>Travel</b>		<b>\$3,000</b>	<b>\$3,000</b>	<b>\$0</b>
		Transportation Reimbursement as necessary	\$1,000	\$1,000	\$0
		Misc Expenses	\$2,000	\$2,000	\$0
<b>001-511-420-000</b>	<b>Postage &amp; Freight - (was legal Advertising)</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>001-511-492-000</b>	<b>Other Operating Expenses</b>		<b>\$1,500</b>	<b>\$1,500</b>	<b>\$0</b>
		Meeting expenses	\$500	\$500	\$0
		Town brand marketing	\$1,000	\$1,000	\$0
<b>001-511-499-000</b>	<b>Other Current Charges - Council</b>	<b>001-511-499-000</b>	<b>\$30,000</b>	<b>\$30,000</b>	
		Town Council Reimbursement @ \$500 per month per Council	\$30,000	\$30,000	
<b>001-511-500-000</b>	<b>Education &amp; Training</b>		<b>\$1,000</b>	<b>\$1,000</b>	<b>\$0</b>
		Misc Seminars	\$1,000	\$1,000	\$0
<b>001-511-510-000</b>	<b>Office Supplies</b>		<b>\$300</b>	<b>\$300</b>	<b>\$0</b>
		Misc office supplies	\$300	\$300	\$0

## Legislative

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>001-511-520-000</b>	<b>Operating Supplies</b>		<b>\$300</b>	<b>\$300</b>	<b>\$0</b>
		Misc supplies	\$300	\$300	\$0
<b>001-511-540-000</b>	<b>Books, Publications &amp; Subscriptions</b>		<b>\$2,435</b>	<b>\$2,435</b>	<b>\$0</b>
		Florida League of Cities - annual membership	\$500	\$500	\$0
		Government Finance Officers Association Annual Membership	\$160	\$160	\$0
		Palm Beach County League of Cities	\$550	\$550	\$0
		Palm West Chamber of Commerce - annual membership	\$225	\$225	\$0
		Palm Beach County League of Cities - small cities hosting	\$500	\$500	\$0
		Miscellaneous subscriptions	\$500	\$500	\$0
<b>001-511-820-000</b>	<b>Special Events/Contributions</b>		<b>\$5,350</b>	<b>\$5,350</b>	<b>\$0</b>
		Holiday Parade supplies	\$350	\$350	\$0
		Holiday Parade Float	\$1,000	\$1,000	\$0
		Volunteer Committee Member Appreciation	\$2,000	\$2,000	\$0
		Other unscheduled events	\$2,000	\$2,000	\$0

## Executive

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
001-512-340-000	Other Services		\$264,106	\$264,106	\$0
		UMSG - Contract Management Services up CPI @ 3.0%	\$264,106	\$264,106	
001-512-400-000	Travel		\$1,000	\$1,000	\$0
		Town Manager Mileage & Misc. reimbursement	\$1,500	\$1,500	
001-512-410-000	Communication Services - Moved to Gen Govt.		\$0	\$0	\$0
		Account moved to General Government			
001-512-420-000	Postage & Freight		\$1,000	\$1,000	\$0
		General, Code Enforcement, and Special Magistrate notificati	\$1,000	\$1,000	
001-512-490-000	Legal Advertising - (NEW)		\$1,000	\$1,000	\$0
		General notices, procurement, and ordinance advertising	\$1,000	\$1,000	
001-512-492-000	Other Operating Expenses		\$944	\$944	\$0
		Recording Fees	\$500	\$500	
		Credit Card Machine and fees	\$444	\$444	

## Executive

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>001-512-493-000</b>	<b>Election Expense</b>		<b>\$8,010</b>	<b>\$8,010</b>	<b>\$0</b>
		Advertising	\$1,300	\$1,300	
		Election Inspectors compensation	\$800	\$800	
		Law Enforcement escort service	\$160	\$160	
		Training and expenses	\$2,250	\$2,250	
		Palm Beach County Supervisor of Election charges	\$3,500	\$3,500	
<b>001-512-510-000</b>	<b>Office Supplies</b>		<b>\$8,600</b>	<b>\$8,600</b>	<b>\$0</b>
		TCI Automation - Per page printing charges - 2 copiers	\$3,600	\$3,600	
		Misc office supplies for Town Hall	\$5,000	\$5,000	
<b>001-512-521-000</b>	<b>Loxahatchee Groves CERT - Moved to Gen Govt</b>				
		Account moved to General Government	\$0	\$0	\$0
<b>001-512-540-000</b>	<b>Books, Publications &amp; Subscriptions</b>		<b>\$570</b>	<b>\$570</b>	<b>\$0</b>
		GFOA for CAFR submission	\$320	\$320	
		Misc publication	\$250	\$250	

## Financial and Administrative

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>001-513-320-000</b>	<b>Accounting and Auditing</b>		<b>\$18,000</b>	<b>\$18,000</b>	<b>\$0</b>
		Nowlen Holt & Miner - auditing services	\$18,000	\$18,000	
<b>001-513-470-000</b>	<b>Printing and Binding</b>		<b>\$4,750</b>	<b>\$4,750</b>	<b>\$0</b>
		Business cards	\$1,000	\$1,000	
		Newsletter printing	\$3,000	\$3,000	
		Misc reports and submission	\$750	\$750	
<b>001-513-490-000</b>	<b>Legal Advertising</b>		<b>\$1,500</b>	<b>\$1,500</b>	<b>\$0</b>
		TRIM notices	\$1,500	\$1,500	
<b>001-513-493-000</b>	<b>Election Expense - moved to Executive</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Legal

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
001-514-310-000	Professional Services		\$120,000	\$120,000	\$0
		Goren,Cherof, Doody & Ezrol, PA - Legal Counsel	\$60,000	\$60,000	
		Additional land use matters	\$60,000	\$60,000	
001-514-312-000	Legal Comprehensive Plan		\$0	\$0	\$0

**Recommended Revenue Estimates and Appropriations  
for Fiscal Year 2013-14**



**General Fund  
Appropriations**

	<b>Account</b>	<b>FY 10-11 UNAUDITED FINAL</b>	<b>FY 11-12 Audited</b>	<b>FY 2012-2013 Annual Budget</b>	<b>Year to Date MAY 31, 2013</b>	<b>FY 2013-14 Proposed Budget</b>	<b>Council Recommend</b>	<b>Council Adopted</b>
<b>Planning and Zoning</b>								
001-515-310-000	Professional Services	-	25,000	40,000	30,499	40,000	40,000	-
001-515-340-000	Other Services	2,962	-	76,200	38,367	79,042	79,042	-
001-515-343-000	Planning & Zoning Contract	7,894	5,825	-	-	20,000	20,000	-
001-515-347-000	Comprehensive Plan	10,558	-	5,000	-	-	-	-
001-515-349-000	Cost Recovery Expenditure	-	53,948	25,000	27,054	25,000	25,000	-
001-515-490-000	Legal Advertising - (NEW)	-	-	2,500	3,934	6,000	6,000	-
	<b>Comprehensive Planning &amp; Zoning Total</b>	<b>21,414</b>	<b>84,773</b>	<b>148,700</b>	<b>95,920</b>	<b>170,042</b>	<b>170,042</b>	<b>-</b>
<b>Other General Government</b>								
001-519-315-000	Special Magistrate	-	19,299	16,000	13,434	16,000	16,000	-
001-519-354-000	Code Compliance	56,573	25,612	41,000	17,577	41,000	41,000	-
001-519-410-000	Communications Services	-	2,278	5,100	3,613	5,700	5,700	-
001-519-440-000	Rentals and Leases	12,998	17,241	16,305	13,375	20,000	20,000	-
001-519-450-000	Insurance	5,538	16,372	16,500	17,485	18,000	18,000	-
001-519-460-000	Repair & Maint - Building	154	6,225	2,126	1,600	2,450	2,450	-
001-519-470-000	Printing and Binding	6,917	705	-	-	-	-	-
001-519-480-000	Promotional Activities	354	-	-	-	-	-	-
001-519-490-000	Computer Equip Software & Hardware Repair	-	25,056	4,500	1,071	2,500	2,500	-
001-519-491-000	Computer Services	-	-	11,131	1,230	3,631	3,631	-
001-519-494-000	Inspector General Office	-	468	5,280	-	5,280	5,280	-
001-519-820-000	Loxahatchee Groves CERT	-	-	2,000	1,245	2,000	2,000	-
001-519-900-000	Transfer to Transportation Fund	-	48,913	-	-	-	-	-
001-519-910-000	Transfer to Sanitation Fund	-	-	126,000	126,000	-	-	-
001-519-920-000	Transfer to Capital Projects	-	1,000,000	400,000	400,000	-	-	-
001-519-990-000	Contingency	-	-	49,577	-	31,428	31,428	-
	<b>Other Governmental Services Total</b>	<b>82,534</b>	<b>1,162,169</b>	<b>695,519</b>	<b>596,630</b>	<b>147,989</b>	<b>147,989</b>	<b>-</b>
<b>Law Enforcement</b>								
001-521-341-000	Professional Services-PBSO	274,785	274,785	274,785	183,190	280,281	280,281	-
001-521-342-000	Contractual-ADDL PBSO	-	126	500	-	500	500	-
	<b>Law Enforcement Total</b>	<b>274,785</b>	<b>274,911</b>	<b>275,285</b>	<b>183,190</b>	<b>280,781</b>	<b>280,781</b>	<b>-</b>
<b>Public Works</b>								
001-539-340-000	Other Services	407	1,847	9,000	1,970	14,000	14,000	-
001-541-310-000	Professional Services	-	-	-	-	-	-	-
	<b>Public Works Total</b>	<b>407</b>	<b>1,847</b>	<b>9,000</b>	<b>1,970</b>	<b>14,000</b>	<b>14,000</b>	<b>-</b>
	<b>Grand Total Expenditure</b>	<b>752,491</b>	<b>1,904,658</b>	<b>1,526,748</b>	<b>1,172,752</b>	<b>1,146,177</b>	<b>1,146,177</b>	<b>-</b>

## Planning and Zoning

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>001-515-310-000</b>	<b>Professional Services</b>		<b>\$40,000</b>	<b>\$40,000</b>	<b>\$0</b>
		Town initiated engineering services	\$40,000	\$40,000	
<b>001-515-340-000</b>	<b>Other Services</b>		<b>\$79,042</b>	<b>\$79,042</b>	<b>\$0</b>
		UMSG - planning & zoning services CPI @ 3.0%	\$79,042	\$79,042	
<b>001-515-343-000</b>	<b>Planning &amp; Zoning Contract</b>		<b>\$20,000</b>	<b>\$20,000</b>	<b>\$0</b>
		Land Research Management - Town initiated planning services	\$20,000	\$20,000	\$0
<b>001-515-347-000</b>	<b>Comprehensive Plan</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
		Modifications - Capital Improvement Element	\$0	\$0	
<b>001-515-349-000</b>	<b>Cost Recovery Expenditure</b>		<b>\$25,000</b>	<b>\$25,000</b>	<b>\$0</b>
		Various projects (TBD)	\$25,000	\$25,000	
<b>001-515-490-000</b>	<b>Legal Advertising - (NEW)</b>		<b>\$6,000</b>	<b>\$6,000</b>	<b>\$0</b>
		Planning & Zoning Avertising non-cost recovery matters	\$6,000	\$6,000	

## Other General Government

Account Number	Account Title	Detail Description	Amount	Amount	Council Adopted
<b>001-519-315-000</b>	<b>Special Magistrate</b>		<b>\$16,000</b>	<b>\$16,000</b>	<b>\$0</b>
		Caldwell & Pacetti - Special Magistrate	\$16,000	\$16,000	
<b>001-519-354-000</b>	<b>Code Compliance</b>		<b>\$41,000</b>	<b>\$41,000</b>	<b>\$0</b>
		Tew & Taylor - code enforcement case presentment	\$35,000	\$35,000	
		Miscellaneous services and support	\$6,000	\$6,000	
<b>001-519-410-000</b>	<b>Communications Services</b>		<b>\$5,700</b>	<b>\$5,700</b>	<b>\$0</b>
		ATT - Telephone and Long Distance Services	\$3,600	\$3,600	
		ATT - U-verse - Internet Services	\$2,100	\$2,100	
<b>001-519-440-000</b>	<b>Rentals and Leases</b>		<b>\$20,000</b>	<b>\$20,000</b>	<b>\$0</b>
		TCI automation - Toshiba copier rental	\$2,017	\$2,017	
		Easy Self-Storage - unit	\$1,788	\$1,788	
		Meeting Room rentals - 3 meeting monthly	\$900	\$900	
		Yee's Corporation - Office suites	\$10,800	\$10,800	
		Drinking water service	\$300	\$300	
		Miscellaneous rental or leases	\$4,195	\$4,195	
<b>001-519-450-000</b>	<b>Insurance</b>		<b>\$18,000</b>	<b>\$18,000</b>	<b>\$0</b>
		Florida League of Cities - General Liability	\$18,000	\$18,000	
<b>001-519-460-000</b>	<b>Repair &amp; Maint - Building</b>		<b>\$2,450</b>	<b>\$2,450</b>	<b>\$0</b>
		Cleaning services	\$2,450	\$2,450	
<b>001-519-470-000</b>	<b>Printing and Binding</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
		Not needed for FY14	\$0	\$0	\$0
<b>001-519-480-000</b>	<b>Promotional Activities</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
		Not needed for FY14	\$0	\$0	\$0
<b>001-519-490-000</b>	<b>Computer Equip Software &amp; Hardware Repair</b>		<b>\$2,500</b>	<b>\$2,500</b>	<b>\$0</b>
		Misc. software upgrade	\$1,500	\$1,500	
		Replacement of Town Council hardware and software	\$1,000	\$1,000	
<b>001-519-491-000</b>	<b>Computer Services</b>		<b>\$3,631</b>	<b>\$3,631</b>	<b>\$0</b>
		Hosting - e-City Services	\$1,500	\$1,500	
		Microsoft Exchange 13 - email	\$1,698	\$1,698	
		Microsoft Sharepoint 6 user	\$384	\$384	
		Streaming video from eCity Services	\$0	\$0	
		Citizen response system - Egov; WebQA	\$0	\$0	
		Carbonite	\$49	\$49	
<b>001-519-494-000</b>	<b>Inspector General Office</b>		<b>\$5,280</b>	<b>\$5,280</b>	<b>\$0</b>
		Various contract requirements	\$5,280	\$5,280	

## Other General Government

Account Number	Account Title	Detail Description	Amount	Amount	Council Adopted
001-519-820-000	Loxahatchee Groves CERT		<b>\$2,000</b>	<b>\$2,000</b>	<b>\$0</b>
		Annual contribution to private organizataions	\$2,000	\$2,000	
001-519-900-000	Transfer to Transportation Fund		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
					\$0
001-519-910-000	Transfer to Sanitation Fund		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
			\$0	\$0	
001-519-920-000	Transfer to Capital Projects		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
			\$0	\$0	
001-519-990-000	Contingency		<b>\$31,428</b>	<b>\$31,428</b>	<b>\$0</b>
			\$31,428	\$31,428	

## Law Enforcement

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
001-521-341-000	Professional Services-PBSO		\$280,281	\$280,281	\$0
		2% increase for FY2014	\$280,281	\$280,281	
001-521-342-000	Contractual-ADDL PBSO		\$500	\$500	\$0
		Misc. detail shifts for BSO	\$500	\$500	

## Public Works

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
001-539-340-000	Other Services		\$14,000	\$14,000	\$0
		Miscellaneous physical environment services	\$14,000	\$14,000	
001-541-310-000	Professional Services		\$0	\$0	\$0
		Not needed for FY13	\$0	\$0	



## Recommended Revenue Estimates and Appropriations for Fiscal Year 2013-14

### Transportation Fund

Estimate Revenues									
	Account	FY 10-11 UNAUDITED FINAL	FY 11-12 Audited	FY 2012-2013 Annual Budget	Year to Date MAY 31, 2013	FY 2013-14 Proposed Budget	Council Recommend	Council Adopted	
	101-312-410-000	1st Local Option Fuel Tax (6c)	260,800	246,902	249,245	142,540	247,059	249,245	-
	101-312-420-000	2nd Local Option Fuel Tax (5c)	122,025	116,036	117,326	66,080	115,873	117,326	-
	101-363-990-000	Contribution from General Fund	-	48,913	-	-	-	-	-
	101-399-000-000	Transfer from Fund Balance				600,000	856,191		-
<b>Total Revenue</b>			<b>382,825</b>	<b>411,851</b>	<b>366,571</b>	<b>208,620</b>	<b>962,932</b>	<b>1,222,762</b>	<b>-</b>

### Transportation Fund

Appropriations									
	Account	FY 10-11 UNAUDITED FINAL	FY 11-12 Audited	FY 2012-2013 Annual Budget	Year to Date MAY 31, 2013	FY 2013-14 Proposed Budget	Council Recommend	Council Adopted	
	101-541-467-000	Traffic Control Signs-6c	3,709		9,245	16,627	6,000	6,000	-
	101-541-468-000	Town Roads Maint.-6c	19,765	49,975	40,000	5,368	91,059	93,245	-
	101-541-469-000	Road Maintenance District-6c	130,629	150,305	-	-	150,000	150,000	-
	101-541-631-000	Road and Streets -new construction-5c	6,460		150,000	-	-	-	-
	101-541-632-000	Special Projects	650		50,000	901	-	-	-
	101-541-633-000	22nd Road Ditch	20,770		-	-	-	-	-
	101-541-634-000	Town 148th Terr Bridge (5)/Culvert -5c	606	50,663	-	-	-	-	-
	101-541-636-000	Road and Streets -new construction-6c		138,844	-	-	-	-	-
	101-541-920-000	Transfer to Capital Projects				600,000	973,517		-
	101-541-990-000	Transfer to Fund Balance 5ct.			117,326	-	115,873	-	-
<b>Total Expenditure</b>			<b>182,589</b>	<b>389,787</b>	<b>366,571</b>	<b>22,896</b>	<b>962,932</b>	<b>1,222,762</b>	<b>-</b>

## Transportation Fund

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>Revenues</b>					
<b>101-312-410-000</b>	<b>1st Local Option Fuel Tax (6c)</b>		<b>\$249,245</b>	<b>\$249,245</b>	<b>\$0</b>
		State Dept Fin Svc Estimate O&M	\$249,245	\$249,245	
<b>101-312-420-000</b>	<b>2nd Local Option Fuel Tax (5c)</b>		<b>\$117,326</b>	<b>\$117,326</b>	<b>\$0</b>
		State Dept Fin Svc Estimate Capital	\$117,326	\$117,326	
<b>101-363-990-000</b>	<b>Contribution from General Fund</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
		Not needed for FY14	\$0	\$0	
<b>101-399-000-000</b>	<b>Transfer from Fund Balance</b>		<b>\$600,000</b>	<b>\$856,191</b>	<b>\$0</b>
		5 cent gas tax fund balance reserve		\$437,000	
		6 cent gas tax fund balance reserve		\$419,191	
			\$600,000		
<b>Appropriations</b>					
<b>101-541-467-000</b>	<b>Traffic Control Signs-6c</b>		<b>\$6,000</b>	<b>\$6,000</b>	<b>\$0</b>
		Various traffic control signs	\$6,000	\$6,000	0
			\$0	\$0	
<b>101-541-468-000</b>	<b>Town Roads Maint.-6c</b>		<b>\$91,059</b>	<b>\$93,245</b>	<b>\$0</b>
		Town road maintenance of 26 miles @ \$110/mile for 12 grades	\$34,320	\$35,320	
		1,717 tons Base rock for Town roads @ \$12/ton	\$19,419	\$20,605	
		Mowing Town roads for 24 hours @ \$45 @ 4 times per y	\$4,320	\$4,320	
		Vegetative Hedging and disposal @ \$34/cu yd	\$33,000	\$33,000	
<b>101-541-469-000</b>	<b>Road Maintenance Dictrict-6c</b>		<b>\$150,000</b>	<b>\$150,000</b>	<b>\$0</b>
		Actual cost reimbursements up to	\$150,000	\$150,000	
<b>101-541-631-000</b>	<b>Road and Streets -new construction-5c</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>101-541-632-000</b>	<b>Special Projects</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Recommended Revenue Estimates and Appropriations  
for Fiscal Year 2013-14**



**Capital Improvement Program**

**Estimated Revenues**

	<b>Account</b>	<b>FY 10-11 UNAUDITED FINAL</b>	<b>FY 11-12 Audited</b>	<b>FY 2012-2013 Annual Budget</b>	<b>Year to Date MAY 31, 2013</b>	<b>FY 2013-14 Proposed Budget</b>	<b>Council Recommend</b>	<b>Council Adopted</b>
305-363-990-000	Contributions from General Fund	-	1,000,000	400,000	-	-	-	-
305-363-991-000	Contributions from Transportation Fund					600,000	973,517	-
305-399-000-000	Transfer from Fund Balance			912,466	400,000	813,630	829,047	-
	<b>Total Revenue</b>	-		<b>1,312,466</b>	<b>400,000</b>	<b>1,413,630</b>	<b>1,802,564</b>	-

**Capital Improvement Program**

**Appropriations**

	<b>Account</b>	<b>FY 10-11 UNAUDITED FINAL</b>	<b>FY 11-12 Audited</b>	<b>FY 2012-2013 Annual Budget</b>	<b>Year to Date MAY 31, 2013</b>	<b>FY 2013-14 Proposed Budget</b>	<b>Council Recommend</b>	<b>Council Adopted</b>
305-519-600-000	Develop Town Hall Alternatives		-	500,000	-	50,000	-	-
305-541-610-000	Surveying Town Roads	-	-	-	-	100,000	100,000	-
305-541-620-000	OGEM Collecting Canal Road	-	-	-	-	943,630	943,630	-
305-541-630-000	Okeechobee and D Road Traffic Light	-	-	-	-	220,000	250,000	-
305-541-640-000	Town Roads OGEM Projects					100,000	100,000	-
305-541-650-000	Trails					-	80,000	-
305-541-652-000	"D" Road to Southern Blvd					-	300,000	-
305-541-654-000	Purchase roads from LGWCD	-	-	-	-	-	28,934	-
	<b>Total Expenditure</b>	-	-	<b>500,000</b>	-	<b>1,413,630</b>	<b>1,802,564</b>	-

**Capital Improvement Fund**  
**Estimate Revenues & Appropriations**

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
<b>Estimated Revenues</b>					
<b>305-363-991-000</b>	<b>Contributions from Transportation Fund</b>		<b>\$600,000</b>	<b>\$973,517</b>	
		5 cent gas tax fund balance reserve		\$554,326	
		6 cent gas tax fund balance reserve		\$419,191	
		Transfer in from 1st and 2nd cent gas optional gas tax reserve	\$600,000		
<b>305-399-000-000</b>	<b>Transfer from Fund Balance</b>		<b>\$813,630</b>	<b>\$829,047</b>	<b>\$0</b>
		Transfer fund in from remaining unassigned fund balance	\$813,630	\$829,047	
<b>Appropriations</b>					
<b>305-519-600-000</b>	<b>Develop Town Hall Alternatives</b>		<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>
		Engage needed professionals to identify, alternatives for Town Hall	\$50,000	\$0	
<b>305-541-610-000</b>	<b>Surveying Town Roads</b>		<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>
		TBD	\$100,000	\$100,000	
<b>305-541-620-000</b>	<b>OGEM Collecting Canal Road</b>		<b>\$943,630</b>	<b>\$943,630</b>	
		Road and drainage improvements	\$943,630	\$943,630	
<b>305-541-630-000</b>	<b>Okeechobee and D Road Traffic Light</b>		<b>\$220,000</b>	<b>\$250,000</b>	<b>\$0</b>
		Tentative costs to implement traffic control device	\$220,000	\$250,000	
<b>305-541-640-000</b>	<b>Town Roads OGEM Projects</b>		<b>\$100,000</b>	<b>\$100,000</b>	
		Tentative costs to implement traffic control device	\$100,000	\$100,000	
<b>305-541-654-000</b>	<b>Trails</b>		<b>\$0</b>	<b>\$80,000</b>	
		Equestrian trails	\$0		
		Equestrian trails from "A" road to Folsom		\$80,000	
<b>305-541-652-000</b>	<b>"D" Road to Southern Blvd</b>		<b>\$0</b>	<b>\$300,000</b>	
		Typical paving from bridge to Southern Blvd; OGEM to Collecting Canal		\$300,000	
<b>305-541-654-000</b>	<b>Purchase roads from LGWCD</b>		<b>\$0</b>	<b>\$28,934</b>	
		Amortized cost for road acquisition from LGWCD for 5 fiscal years		\$28,934	

**Recommended Revenue Estimates and Appropriations  
for Fiscal Year 2013-14**



<b>Solid Waste Fund</b>								
<b>Estimated Revenues</b>								
	<b>Account</b>	<b>FY 10-11 UNAUDITED FINAL</b>	<b>FY 11-12 Audited</b>	<b>FY 2012-2013 Annual Budget</b>	<b>Year to Date MAY 31, 2013</b>	<b>FY 2013-14 Proposed Budget</b>	<b>Council Recommend</b>	<b>Council Adopted</b>
405-323-125-000	Haulers Licensing Fee - MOVED to GF	3,500	1,000	-	-	-	-	-
405-325-205-000	Solid Waste Assessments	468,322	471,397	346,361.00	319,363	432,495	432,873	-
405-325-206-000	Discount Fees	(13,679)	(14,981)	(10,392)	(10,214)	(11,725)	(12,103)	-
405-343-120-000	SWA Recycling Income	8,324	7,571	8,000.00	5,573	8,000	8,000	-
405-363-990-000	Contributions from General Fund	-	-	126,000.00	126,000	-	-	-
<b>Total Revenue</b>		<b>466,467</b>	<b>464,987</b>	<b>469,969</b>	<b>440,722</b>	<b>428,770</b>	<b>428,770</b>	<b>-</b>

<b>Solid Waste Fund</b>								
<b>Appropriations</b>								
	<b>Account</b>	<b>FY 10-11 UNAUDITED FINAL</b>	<b>FY 11-12 Audited</b>	<b>FY 2012-2013 Annual Budget</b>	<b>Year to Date MAY 31, 2013</b>	<b>FY 2013-14 Proposed Budget</b>	<b>Council Recommend</b>	<b>Council Adopted</b>
405-534-345-000	Contractual - Waste Over	9,200	9,500	12,000.00	4,202	7,010	7,010	-
405-534-346-000	PBC Administration Fee - 1%	5,312	4,052	3,463.00	3,189	4,460	4,460	-
405-534-420-000	Postage & Freight	-	34	500.00	28	500	500	-
405-534-434-000	Solid Waste Contractor	439,024	413,998	451,634.00	301,090	415,800	415,800	-
405-534-436-000	Other Sanitation Service	2,400	1,333	1,500.00	250	-	-	-
405-534-490-000	Legal Advertising	700	-	872.00	-	1,000	1,000	-
405-534-595-000	TOLG Management Fee	12,000	279	-	-	-	-	-
<b>Total Expenditure</b>		<b>468,636</b>	<b>429,196</b>	<b>469,969</b>	<b>308,759</b>	<b>428,770</b>	<b>428,770</b>	<b>-</b>

## Solid Waste Fund

Account Number	Account Title	Detail Description	Amount	Council Amount	Council Adopted
405-325-205-000	Solid Waste Assessments		\$432,495	\$432,873	\$0
		1,260 ERU @ \$343.25	\$432,495		
		1,257 ERU @ \$344.37		\$432,873	
405-325-206-000	Discount Fees		(\$11,725)	(\$12,103)	\$0
		Early payment of tax bills @ 3.0% average discount	(\$11,725)	(\$12,103)	\$0
405-343-120-000	SWA Recycling Income		\$8,000	\$8,000	\$0
		Recycle income sharing PBC SWA	\$8,000	\$8,000	
405-363-990-000	Contributions from General Fund		\$0	\$0	\$0
			\$0	\$0	
				\$0	\$0
<b>TOTAL REVENUE</b>			<b>\$428,770</b>	<b>\$ 428,770</b>	<b>\$0</b>
<b>Appropriations</b>					
405-534-345-000	Contractual - Waste Over		\$7,010	\$7,010	\$0
		Frank Schiola	\$7,010	\$7,010	
405-534-346-000	PBC Administration Fee - 1%		\$4,460	\$4,460	\$0
		1% for administration by PBC	\$4,460	\$4,460	\$0
405-534-420-000	Postage & Freight		\$500	\$500	\$0
		Miscellaneous mailings	\$500	\$500	
405-534-434-000	Solid Waste Contractor		\$415,800	\$415,800	\$0
		Cost estimated using existing contract price of \$27.50/unit/month	\$415,800	\$415,800	
405-534-436-000	Other Sanitation Service		\$0	\$0	
			\$0	\$0	
405-534-490-000	Legal Advertising		\$1,000	\$1,000	\$0
		Miscellaneous advertising	\$1,000	\$1,000	
		Reduced due to Assessment approval			
405-534-595-000	TOLG Management Fee		\$0	\$0	\$0
		No TOLG fee needed	\$0	\$0	

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Proposed FY 2014 - 2018 Budget

**Total Capital Improvement Fund - Five-Year Plan**

	FY 13		Proposed					Total FY 14 - FY 18
	Budget	Forecast	FY 14	FY 15	FY 16	FY 17	FY 18	
<b>Funding</b>								
<b>External Sources (Excluding Financing)</b>								
Grant	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
<b>Internal Sources</b>								
General Fund	\$1,362,000	-	\$623,630	\$100,000		\$100,000	\$0	\$0
Gas Tax	-	-	\$1,178,934	\$128,934		\$28,934	\$28,934	\$28,934
UNFUNDED			\$0	\$0		\$0	\$0	\$0
Total:	\$1,362,000	\$0	\$1,802,564	\$228,934		\$128,934	\$28,934	\$28,934
	\$1,362,000	\$0	1,802,564	228,934		128,934	28,934	28,934
<b>Projects</b>								
Project#:								
006	\$100,000	\$-	\$100,000	100,000		\$0	\$0	0
Town Road Survey	\$100,000	\$-	\$100,000	100,000		\$0	\$0	0
Collecting Canal	\$362,000	-	\$943,630	-		-	-	-
Traffic Light Okeechobee	\$250,000	-	\$250,000	-		-	-	-
Town Roads OGEM Projects	\$100,000	-	\$100,000	-		\$0	-	-
Trails	\$80,000	-	\$80,000	100,000		100,000	-	-
Typical Paving of "D" Road			\$300,000	\$0		\$0	\$0	-
Road acquisition from LGWCD			\$28,934	28,934		28,934	28,934	28,934
Town Hall Alternatives	\$500,000		\$0	\$0		\$0	-	-
Total	\$1,392,000	\$0	\$1,802,564	\$228,934		\$128,934	\$28,934	28,934
	\$1,392,000	\$0	1,802,564	228,934		128,934	28,934	28,934
	(30,000)	-	-	-		-	-	-

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

**A. PROJECT IDENTIFICATION**
**PROJECT NAME:** Town Road Survey

**PROJECT NUMBER:** 006

**LOCATION:** All Non-District Roads

**B. PROJECT INFORMATION**
**DESCRIPTION/JUSTIFICATION:** Tentative cost to survey all non-district Town roads for implementation of master transportation system

**RELATIONSHIP TO OTHER PROJECTS/PLANS:** None

**C. EXPENDITURE SCHEDULE:**
**ACCOUNT NUMBER: 305-519-600-000**

Cost Elements:	Total	Thru FY14	FY15	F Y16	FY17	FY18	FY19 beyond
Plan, Design, Supervn	\$200,000	\$100,000	\$100,000				
Land	\$0						
Site Improvements	\$0						
Construction	\$0						
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$200,000</b>	\$100,000	\$100,000				

**D. FUNDING SOURCE/FUNDING SCHEDULE:**

General Fund	\$100,000	\$100,000					
Gas Tax	\$100,000		\$100,000				
Grant							
Unfunded							
<b>Total:</b>	<b>\$200,000</b>	\$100,000	\$100,000				

**E. LEVEL OF SERVICE:**
**PLANNING AREA:**

Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>							
<b>PROJECT NAME:</b> Collecting Canal		<b>PROJECT NUMBER:</b>					
<b>LOCATION:</b> Collecting Canal Road							
<b>B. PROJECT INFORMATION</b>							
<b>DESCRIPTION/JUSTIFICATION</b> OGEM improvements to Collecting Canal Road							
\$270,000 Cost per mile for OGEM based on former LGWCD Administrator, Clete Sauiner and confirmed by Supevisor Ryan							
<b>RELATIONSHIP TO OTHER PROJECTS/PLANS</b> None							
<b>C. EXPENDITURE SCHEDULE:</b>							
<b>ACCOUNT NUMBER:</b> 305-519-600-000							
<b>Cost Elements:</b>	<b>Total</b>	<b>Thru FY14</b>	<b>FY15</b>	<b>F Y16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19 beyond</b>
Plan, Design, Supervn	\$63,000	\$63,000					
Land	\$0						
Site Improvements	\$25,000	\$25,000					
Construction	\$855,630	\$855,630					
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$943,630</b>	\$943,630	\$0	\$0	\$0	\$0	
<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$343,630	\$343,630					
Gas Tax	\$600,000	\$600,000					
Grant	\$0						
Unfunded	\$0						
<b>Total:</b>	<b>\$943,630</b>	\$943,630	\$0	\$0	\$0	\$0	\$0
<b>E. LEVEL OF SERVICE:</b>							
<b>PLANNING AREA:</b>							
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>							
<b>PROJECT NAME:</b>		Traffic Light Okeechobee			<b>PROJECT NUMBER:</b>		
<b>LOCATION:</b> Okeechobee and D Roar							
<b>B. PROJECT INFORMATION</b>							
<b>DESCRIPTION/JUSTIFICATION</b> Tentative cost to implement traffic control device							
<b>RELATIONSHIP TO OTHER PROJECTS/PLANS</b> None							
<b>C. EXPENDITURE SCHEDULE:</b>							
						<b>ACCOUNT NUMBER:</b> 305-519-600-000	
<b>Cost Elements:</b>	<b>Total</b>	<b>Thru FY14</b>	<b>FY15</b>	<b>F Y16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19 beyond</b>
Plan, Design, Supervn	\$0						
Land	\$0						
Site Improvements	\$0						
Construction	\$250,000	\$250,000					
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$250,000</b>	\$250,000	\$0				
<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$0						
Gas Tax	\$250,000	\$250,000					
Grant							
Unfunded							
<b>Total:</b>	<b>\$250,000</b>	\$250,000	\$0				
<b>E. LEVEL OF SERVICE:</b>							
		<b>PLANNING AREA:</b>					
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>							
<b>PROJECT NAME:</b> Town Roads OGEM Projects				<b>PROJECT NUMBER:</b>			
<b>LOCATION:</b> Road ways to be determined							
<b>B. PROJECT INFORMATION</b>							
<b>DESCRIPTION/JUSTIFICATION:</b> Based upon criteria, future roads to be OGEMed will be identified							
<b>RELATIONSHIP TO OTHER PROJECTS/PLANS:</b> Legal transfer of roads to the Town, engineer, and contract for OGEM							
<b>C. EXPENDITURE SCHEDULE:</b>				<b>ACCOUNT NUMBER:</b> 305-519-600-000			
Cost Elements:	Total	Thru FY14	FY15	F Y16	FY17	FY18	FY19 beyond
Plan, Design, Supervn	\$20,000	\$20,000					
Land	\$0						
Site Improvements	\$0						
Construction	\$80,000	\$80,000					
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$100,000	\$100,000	\$0				
Gas Tax							\$100,000
Grant							
Unfunded							
<b>Total:</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
<b>E. LEVEL OF SERVICE:</b>				<b>PLANNING AREA:</b>			
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>							
PROJECT NAME:		Trails			PROJECT NUMBER:		
LOCATION:							
<b>B. PROJECT INFORMATION</b>							
DESCRIPTION/JUSTIFICATION:		Development of a horse trail from A Road to Folsom Road					
RELATIONSHIP TO OTHER PROJECTS/PLANS: None							
<b>C. EXPENDITURE SCHEDULE:</b>							
				<b>ACCOUNT NUMBER: 305-519-600-000</b>			
Cost Elements:	Total	Thru FY14	FY15	F Y16	FY17	FY18	FY19 beyond
Plan, Design, Supervn	\$80,000	\$80,000	\$0				
Land	\$100,000		\$100,000				
Site Improvements	\$100,000			\$100,000			
Construction	\$0						
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$280,000</b>	\$80,000	\$100,000	\$100,000			
<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$280,000	\$80,000	\$100,000	\$100,000			
Gas Tax							
Grant							
Unfunded							
<b>Total:</b>	<b>\$280,000</b>	\$80,000	\$100,000	\$100,000			
<b>E. LEVEL OF SERVICE:</b>							
		<b>PLANNING AREA:</b>					
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>							
<b>PROJECT NAME:</b>	Typical Paving of "D" Road				<b>PROJECT NUMBER:</b>		
<b>LOCATION:</b>	D Road						
<b>B. PROJECT INFORMATION</b>							
<b>DESCRIPTION/JUSTIFICATION:</b>	Provide FDOT paving requirements on "D" Road from Southern Boulevard north to the bridge. OGEM from the north side of the bridge to Collecting Canal after the Town receives necessary ownership transfer from the LGWCD						
<b>RELATIONSHIP TO OTHER PROJECTS/PLANS:</b>	None						
<b>C. EXPENDITURE SCHEDULE:</b>							
						<b>ACCOUNT NUMBER:</b> 305-519-600-000	
<b>Cost Elements:</b>	<b>Total</b>	<b>Thru FY14</b>	<b>FY15</b>	<b>F Y16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19 beyond</b>
Plan, Design, Supervn	\$300,000	\$300,000					
Land	\$0						
Site Improvements	\$0						
Construction	\$0						
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>			
<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$0						
Gas Tax	\$300,000	\$300,000					
Grant	\$0						
Unfunded	\$0						
<b>Total:</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>			
<b>E. LEVEL OF SERVICE:</b>							
		<b>PLANNING AREA:</b>					
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>							
<b>PROJECT NAME:</b> Road acquisiton from LGWCD				<b>PROJECT NUMBER:</b>			
<b>LOCATION:</b> OGM paved roads with the Town							
<b>B. PROJECT INFORMATION</b>							
<b>DESCRIPTION/JUSTIFICATION:</b> Provide FDOT paving requirements on "D" Road from Southern Boulevard north to the bridge. OGEM from the north side of the bridge to Collecting Canal after the Town receives necessary ownership transfer from the LGWCD							
<b>RELATIONSHIP TO OTHER PROJECTS/PLANS:</b> None							
<b>C. EXPENDITURE SCHEDULE:</b>							
<b>ACCOUNT NUMBER:</b> 305-519-600-000							
<b>Cost Elements:</b>	<b>Total</b>	<b>Thru FY14</b>	<b>FY15</b>	<b>F Y16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19 beyond</b>
Plan, Design, Supervn	\$0	\$0					
Land	\$0						
Site Improvements	\$144,670	\$28,934	\$28,934	\$28,934	\$28,934	\$28,934	
Construction	\$0						
Furniture & Equipment	\$0						
<b>Total:</b>	<b>\$144,670</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$0</b>
<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$0						
Gas Tax	\$144,670	\$28,934	\$28,934	\$28,934	\$28,934	\$28,934	
Grant							
Unfunded							
<b>Total:</b>	<b>\$144,670</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$28,934</b>	<b>\$0</b>
<b>E. LEVEL OF SERVICE:</b>							
<b>PLANNING AREA:</b>							
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

## CAPITAL IMPROVEMENT PROJECT DETAIL SHEET

<b>A. PROJECT IDENTIFICATION</b>		
<b>PROJECT NAME:</b>	Town Hall Alternatives	<b>PROJECT NUMBER:</b>
<b>LOCATION:</b> To Be Determined		

<b>B. PROJECT INFORMATION</b>		
<b>DESCRIPTION/JUSTIFICATION:</b> Project removed from the CIP. Engage needed professionals to identify, select, purchase and design Town Hall, Phase one		
<b>RELATIONSHIP TO OTHER PROJECTS/PLANS:</b> None		

<b>C. EXPENDITURE SCHEDULE:</b>		<b>ACCOUNT NUMBER: 305-519-600-000</b>					
Cost Elements:	Total	Thru FY14	FY15	FY16	FY17	FY18	FY19 beyond
Explore, Plan, Design, Supervn	\$0	\$0		\$0			
Land	\$0	\$0		\$0			
Site Improvements	\$0				\$0		
Construction	\$0				\$0		
Furniture & Equipment	\$0				\$0		
<b>Total:</b>	<b>\$0</b>	\$0	\$0	\$0	\$0	\$0	\$0

<b>D. FUNDING SOURCE/FUNDING SCHEDULE:</b>							
General Fund	\$0	\$0	\$0	\$0	\$0		
Gas Tax							
Grant							
Unfunded							
<b>Total:</b>	<b>\$0</b>	\$0	\$0				

<b>E. LEVEL OF SERVICE:</b>		<b>PLANNING AREA:</b>					
Plan LOS	N/A						
Actual LOS	N/A						
Added Capacity	N/A						

**Section 7.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER, 2013.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Ron Jarriel

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

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

MDC

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**11. OLD BUSINESS**

- a. Town Council Discussion and Direction to Staff Regarding the Use of Golf Carts and Dune Buggies on Town Roads

**TOWN OF LOXAHATCHEE GROVES**

**INTER-OFFICE CORRESPONDENCE**

**MEMORANDUM NO. 2013-23**

**TO:** Mayor David Browning  
Members of the Town Council  
Mark Kutney, Town Manager  
Susan Eichhorn, Town Clerk

**FROM:** Michael D. Cirullo, Jr., Town Attorney *MDC*

**RE:** Town of Loxahatchee Groves (“Town”) / Golf Cart and Other Vehicle Operation on Town Roads

**DATE:** August 6, 2013

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At its July 16, 2013, meeting, the Town Council requested legal review on the legality of operating golf carts, UTVs and similar vehicles on Town Roads. This Memorandum is intended to provide guidance on these issues.

Initially, Chapter 316, Fla. Stat., is known as the “Florida Uniform Traffic Control Law.” Section 316.007, Florida Statutes, provides in pertinent part: “The provisions of this chapter shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein, and no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized.” §316.007, Fla. Stat. Another statute, §316.008, Fla. Stat., lists the areas in which local jurisdictions have authority over the regulation of roads and streets. The legality of operating golf carts and similar vehicles on local roads is not listed in §316.008, so the regulation of those vehicles is guided by other statutes and the Town is not authorized to deviate from such.

Golf Carts

The operation of golf carts on local roads is governed by §316.212, Fla. Stat. Subsection (1) of this statute provides:

A golf cart may be operated only upon a county road that has been designated by a county, or a municipal street that has been designated by a municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or

street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

§316.212, Fla. Stat. Ann.

Thus, in order for golf carts to be legally operated on public roads within the Town, the Town Council would need to designate the public roads within the Town on which they may be operated. However, prior to making the designation, the Town Council would need to make a determination that “golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street.” Subsequent to the designation, the Town would need to erect signage to indicate that the operation of golf carts is permitted on the designated roads.

The following steps are recommended should the Town Council wish to permit golf carts to be operated on public roads within the Town:

1. Identify the roadways which the Town Council would like reviewed in order for the Town Council to make the statutorily required determination that golf carts may safely travel on such road.
2. Direct staff to review the roadways to confirm that golf carts can be safely operated on such roads.
3. Upon receipt of the completed review of the identified roadways, adopt an ordinance to designate the roadways upon which golf carts may be operated; and,
4. Install signage on such roadways to provide notice that golf carts may be operated on such roadways.

Note that the statute provides the following regulations upon the operation of golf carts on public roads designated for such:

- The golf cart may only be operated on the public roads between sunrise and sunset. If the Town Council wants to permit operation between sunset and sunrise, the Town can provide for such in the ordinance identifying the roadways, but the golf carts must be equipped with headlights, brake lights, turn signals and a windshield in order to be operated during those hours. §316.212(5), Fla. Stat.
- Golf carts operating at any time on public roadways must be equipped with “efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.” §316.212(6), Fla. Stat.
- The minimum age to operate a golf cart on public roads is 14 years old. §316.212(7), Fla. Stat.

The Town Council can place more restrictions on the operation of golf carts on public roads within the Town by ordinance. If it did so, signage must advise of the additional restrictions. §316.212(8), Fla. Stat. The Town Council cannot waive or reduce restrictions imposed by State law.

### **Low-Speed Vehicles and Mini-Trucks**

Florida Statutes defines a “low-speed vehicle” as “any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles.” §320.01(41), Fla. Stat.

Florida Statutes defines “mini truck” as “any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.” §320.01(44), Fla. Stat.

The operation of low speed vehicles and mini-trucks is governed by §316.2122, Fla. Stat. These vehicles are permitted to operate on public roads within the Town, unless the Town Council determines that such should be prohibited “in the interest of safety.” §316.2122(5), Fla. Stat. However, the statute does provide restrictions on such operation:

- They can be operated only on roads with a posted speed limit of 35 miles per hour or less.
- They must be equipped with headlights, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts and vehicle identification numbers.
- The vehicles must be registered with the state
- The person operating the vehicle must have their driver license in their possession.

### **All-terrain vehicles**

Florida Statutes defines All-terrain vehicle as “any motorized off-highway vehicle 50 inches or less in width, having a dry weight of 1,200 pounds or less, designed to travel on three or more nonhighway tires, having a seat designed to be straddled by the operator and handlebars for steering control, and intended for use by a single operator with no passenger. For the purposes of this section, ‘all-terrain vehicle’ also includes any ‘two-rider ATV’ as defined in s. 317.0003.” §316.2074, Fla. Stat. A “two-rider ATV” is defined as “any ATV that is specifically designed by the manufacturer for a single operator and one passenger.” §317.0003(10), Fla. Stat. Ann.

§316.2074(5), Fla. Stat. ***prohibits*** the operation of all-terrain vehicles on public roads “except as otherwise permitted by the managing state or federal agency.” The operation of all-terrain vehicles on public roads is preempted to the state. Attorney General Opinion 2004-39 (July 14, 2004).<sup>1</sup>

### **Utility Vehicles**

Florida Statutes defines a “utility vehicle” as “a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. 316.2074.” §320.01, Fla. Stat.

Florida Statutes permits municipalities to operate utility vehicles on roads within the municipality, but solely by municipal employees and for a municipal purpose. §316.2126(1), Fla. Stat. There is no provision for the operation of utility vehicles on public roads by the general public. As with all-terrain vehicles, the Town Council could take no action to permit such on public roads since the subject matter is preempted by state law.

### **Swamp buggies**

Florida Statutes defines “swamp buggy” as “a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.” §320.01(45), Fla. Stat.

The operation of swamp buggies on public roads is governed by §316.2129, Fla. Stat. In order for swamp buggies to be permitted on Town Roads, the Town Council would need to designate the roads on which they may be safely operated. Thereafter, the Town would need to post appropriate signage on such roads.

### **Conclusion**

Low-speed vehicles and mini-trucks are permitted on Town Roads without the need for any Town Council action. However, the operation of these vehicles must be consistent with §316.2122, Florida Statutes.

Golf carts and swamp buggies are not permitted to be operated on Town Roads unless the Town Council takes action to designate the public roads on which they may be operated, and then posts appropriate signage. In both cases, the Town Council must determine that these types of vehicles may be operated safely on the designated roads. Florida Statutes also provides

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<sup>1</sup> Note that Florida Statutes permits law enforcement agencies to use all-terrain vehicles, golf carts, low-speed vehicles, and utility vehicles on public roads for law enforcement purposes. §316.21265, Fla. Stat.

Inter-Office Memorandum 2013-23

August 6, 2013

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restrictions on the operation of golf carts on public roads. §316.212, Fla. Stat. The Town may place additional restrictions (but not waive or eliminate those in the statutes) by ordinance.

All-terrain vehicles and utility vehicles are prohibited by state law from being operated on public roads, except by law enforcement or, for utility vehicles, by a municipality for municipal purposes. The state has preempted this matter, so the Town Council cannot take any action to permit all-terrain vehicles or utility vehicles to be operated on Town Roads.

Upon your review, please advise of any questions or concerns.

MDC:clb

Enclosure

H:\\_GOV CLIENTS\LOX 1574\\_070240 GM\MEMOS 2013\2013-23 (golf cart and other vehicles-Town Rds).docx



12. NEW BUSINESS

a. Road Grading of 161<sup>st</sup> North (*Vice Mayor Jarriel*)

[Back up is not provided]