



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING AGENDA
TUESDAY, March 3, 2015

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 of Loxahatchee Groves
Town Council Meeting
Tuesday, March 3, 2015 - 7:00 p.m. to 10:30 p.m.

(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)

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 William F. Underwood, II
Town Clerk Janet K. Whipple
Town Planning Consultant Jim Fleischmann
Town Attorney Michael D. Cirullo, Jr.

PUBLIC NOTICE/AGENDA

Tentative
Subject to Revision

1. OPENING

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

2. CONSENT AGENDA

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.
- b. Minutes: - *NONE*

3. **PUBLIC COMMENTS**

4. **PRESENTATIONS** – *NONE*

5. **COMMITTEE REPORTS**

- a. Virginia Standish, Chair of the FAAC (Finance Advisory & Audit Committee) to present the Financial Report ending January, Fiscal Year 2015.

6. **ORDINANCES** – *NONE*

7. **RESOLUTIONS** - *NONE*

8. **MANAGER'S REPORT** – *Town Manager Underwood*

- a. **AGENDA ITEM REPORT (AIR)** - Updates on various activities and issues concerning the Town.

9. **OLD BUSINESS**

- a. Discussion of RV's/Trailers – The Town is experiencing a significant influx of unauthorized living units throughout the Town.
- b. Discussion concerning FEMA Flood Plain Mapping. Approximately 65% or 5,180 acres and 21 residential structures within the Town, which are located within the FEMA proposed flood zone, need to be modified through the designation removal. (*Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion*).
- c. Consideration for an additional \$5,000 donation for the Western Communities Council (WCC), in support of completing the north extension of State Road 7. (*Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion*).

10. **NEW BUSINESS** - *NONE*

11. **COUNCIL REPORTS** - *NONE*

12. CLOSING COMMENTS

Public

Town Attorney

Town Council Members

13. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for March 17, 2015.

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.



Item 2.a.

Consent Agenda

Attorney Invoice

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

Page: 1
02/25/2015
ACCOUNT NO: 1574-1107581R
STATEMENT NO: 2049

Attn: William F. Underwood, II - Town Manager

Chamber of Commerce Property



			HOURS
01/29/2015	DJD	Review of revisions to Purchase and Sale Agreement; telephone call with Palm Beach County staff member Ross Hereng.	1.40
02/03/2015	DJD	Telephone call with Bill Underwood; revise Purchase and Sale Agreement.	1.30
02/04/2015	RLL	Further work to revise purchase and sale agreement.	0.50
	DJD	Review to Purchase and sale Agreement.	1.20
02/05/2015	RLL	Attend conference call with DJD and Ross Herring to discuss purchase of land from the County; provide certifications to surveyor.	0.40
	DJD	Telephone call with Ross Hering with Palm Beach County; review sketch and legal description.	0.70
02/06/2015	RLL	Further work to finalize purchase and sale agreement; circulate clean and redline versions of agreement to all parties for review; order title search on property; order tax and lien search on property.	1.50
	DJD	Participation in conference call; revise Purchase and Sale Agreement.	1.50
02/09/2015	DJD	Telephone call with Palm Beach County representative relative to closing procedure.	0.40
02/10/2015	DJD	address status of purchase and sale agreement with chamber.	0.80
02/11/2015	DJD	Process Purchase and Sale Agreement.	0.40
02/13/2015	RLL	Work with underwriter to provide copy of County lease and amendment for examination.	0.30
02/16/2015	RLL	Review title search and copies of title exceptions affecting property.	1.00
	DJD	Address execution of Agreement establishment of escrow fund account.	0.40
02/18/2015	DJD	Process and initiate closing sequence.	0.60
02/23/2015	RLL	Review tax and lien search on property; contact search company to obtain more information on open permit found in search.	0.70

Chamber of Commerce Property

02/24/2015	RLL	Prepare letter of critical dates.	HOURS	
			0.70	
		FOR CURRENT SERVICES RENDERED	<u>13.80</u>	<u>2,247.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	8.70	\$185.00	\$1,609.50
RACHEL L LEACH	5.10	125.00	637.50

Photocopies	<u>14.35</u>
TOTAL EXPENSES THRU 02/24/2015	<u>14.35</u>
TOTAL CURRENT WORK	2,261.35
BALANCE DUE	<u>\$2,261.35</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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02/25/2015

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

ACCOUNT NO: 1574-0702400R
STATEMENT NO: 2046

Attn: William F. Underwood, II - Town Manager

General Matters

MDC

			HOURS
01/28/2015	MDC	Telephone call with Janet Whipple on agenda items, advertising.	0.30
01/29/2015	MDC	Review materials; meet at Town with Bill Underwood and property owner re: Equestrian services (1600 F Rd.); meet with Bill Underwood on pending issues.	3.70
01/30/2015	MDC	Meet with Bill Underwood on agenda items, miscellaneous road issues.	0.50
01/31/2015	MDC	Review agenda materials for 2/3 meeting.	0.40
02/02/2015	MDC	Telephone call with J. Whipple on agenda materials.	0.30
02/03/2015	MDC	Miscellaneous telephone calls with Council members, BU; review materials; prepare for, attend Council meeting.	2.90
02/05/2015	MDC	Telephone call with PU; review matters with Lease Agreement; telephone call with BU on pending issues.	0.40
02/09/2015	MDC	Telephone call with Bill Underwood on pending items; review draft of agenda for 2/17 meeting; review materials on Trails ILA; telephone call with Bill Underwood on ILA.	1.90
02/10/2015	MDC	Telephone call with Bill Underwood; prepare resolution for purchase of property from County; telephone call with JW; continue review of Trails ILA.	1.80
02/11/2015	MDC	Telephone call with JW; review status of items for 2/17 meeting.	0.40
02/12/2015	MDC	Telephone call with Janet Whipple; telephone call with Bill Underwood on agenda items.	0.50
02/15/2015	MDC	Begin review of agenda materials for 2/17 meeting.	0.30
02/16/2015	MDC	Review agenda materials for 2/17 meeting; miscellaneous telephone calls on items.	1.70
02/17/2015	MDC	Telephone calls with Council; miscellaneous telephone calls with Bill	

General Matters

			HOURS	
		Underwood; review materials for Council meeting; prepare for, attend Council meeting.	6.20	
02/18/2015	MDC	Telephone call with B. Underwood; telephone call with Janet Whipple re: follow-up from 2/17 meeting.	0.30	
02/19/2015	MDC	Telephone call with Bill Underwood; follow up on items from 2/17.	0.30	
02/20/2015	MDC	Telephone call with PU on records, Clerk and miscellaneous inquiries; telephone call with B. Underwood.	0.50	
02/24/2015	MDC	Review election statutes; review Trails ILA; correspond with BU on pending items.	0.70	
		FOR CURRENT SERVICES RENDERED	23.10	4,273.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	23.10	\$185.00	\$4,273.50

Photocopies	135.80
TOTAL EXPENSES THRU 02/24/2015	135.80

01/07/2015	Federal Express - Invoice 2-919-85413	16.28
		16.28
	TOTAL ADVANCES THRU 02/24/2015	16.28
	TOTAL CURRENT WORK	4,425.58
	BALANCE DUE	\$4,425.58

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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 02/25/2015

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

ACCOUNT NO: 1574-1004800R
 STATEMENT NO: 2047

Attn: William F. Underwood, II - Town Manager

Equestrian Partners Land Use Amendment (Solar
 Sportsystems, Inc.)

MDC

			HOURS	
02/05/2015	MDC	Review correspondence on status of B Road Agreement; confer with BU.	0.30	
02/09/2015	MDC	Review revised B Road Agreement; telephone call with Bill Underwood; provide comments to other parties; telephone call with counsel for ALI; correspond with MK on status of review for plans.	1.00	
02/10/2015	MDC	Continue reviewing latest draft of B Road Agreement; provide comments to working group; update Bill Underwood, telephone call with Ty Bongard; continue reviewing revisions to Agreement.	0.90	
02/11/2015	MDC	Continue reviewing correspondence and working on finalizing B Road Agreement; miscellaneous telephone calls with PBSC counsel; update Bill Underwood; review materials for 2/17 hearing; telephone call with applicant's counsel on remaining issues.	1.80	
02/12/2015	MDC	Continue conversations on finalizing document; update Bill Underwood; correspond with parties on status of documents.	0.90	
02/13/2015	MDC	Continue discussions on B Road Agreement; miscellaneous telephone calls with PBSC counsel; miscellaneous telephone calls with BU; review e-mails on status of discussions.	0.80	
02/17/2015	MDC	Miscellaneous telephone calls to coordinate finalization of Agreement; review materials, revised documents.	1.00	
02/19/2015	MDC	Review final documents from 2/17 meeting; forward executed, certified copies to all parties.	0.40	
		FOR CURRENT SERVICES RENDERED	7.10	1,313.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	7.10	\$185.00	\$1,313.50

TOWN OF LOXAHATCHEE GROVES

Equestrian Partners Land Use Amendment (Solar Sportsystems, Inc.)

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ACCOUNT NO: 1574-1004800R
STATEMENT NO: 2047

Photocopies	28.70
TOTAL EXPENSES THRU 02/24/2015	<u>28.70</u>
TOTAL CURRENT WORK	1,342.20
BALANCE DUE	<u>\$1,342.20</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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02/25/2015
ACCOUNT NO: 1574-1004840R
STATEMENT NO: 2048

Attn: William F. Underwood, II - Town Manager

Loxahatchee Groves Commons

MDC

			HOURS	
02/05/2015	MDC	Review correspondence on status of B Road Agreement; confer with BU.	0.30	
02/09/2015	MDC	Review revised B Road Agreement; telephone call with Bill Underwood; provide comments to to other parties; telephone call with counsel for ALI; correspond with MK on status of review for plans.	1.00	
02/10/2015	MDC	Continue reviewing latest draft of B Road Agreement; provide comments to working group; update Bill Underwood, telephone call with Ty Bongard; continue reviewing revisions to Agreement.	0.90	
02/11/2015	MDC	Continue reviewing correspondence and working on finalizing B Road Agreement; miscellaneous telephone calls with PBSC counsel; update Bill Underwood; review materials for 2/17 hearing; telephone call with applicant's counsel on remaining issues.	1.80	
02/12/2015	MDC	Continue conversations on finalizing document; update Bill Underwood; correspond with parties on status of documents.	0.90	
02/13/2015	MDC	Continue discussions on B Road Agreement; miscellaneous telephone calls with PBSC counsel; miscellaneous telephone calls with BU; review e-mails on status of discussions.	0.80	
02/17/2015	MDC	Miscellaneous telephone calls to coordinate finalization of Agreement; review materials, revised documents.	1.00	
02/19/2015	MDC	Review final documents from 2/17 meeting; forward executed, certified copies to all parties.	0.40	
		FOR CURRENT SERVICES RENDERED	7.10	1,313.50

		RECAPITULATION		
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO		7.10	\$185.00	\$1,313.50

Photocopies	19.25
TOTAL EXPENSES THRU 02/24/2015	<u>19.25</u>
TOTAL CURRENT WORK	1,332.75
BALANCE DUE	<u><u>\$1,332.75</u></u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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02/25/2015

TOWN OF LOXAHATCHEE GROVES
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ACCOUNT NO: 1574-1107583R
STATEMENT NO: 2050

Attn: William F. Underwood, II - Town Manager

2015 Election - Referenda Election

MDC

			HOURS	
02/24/2015	MDC	Miscellaneous telephone calls with J. Whipple, Bill Underwood on election matters.	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>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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 ACCOUNT NO: 1574-1107585R
 STATEMENT NO: 2051

Attn: William F. Underwood, II - Town Manager

Big Dog Ranch/ Special Exception

02/16/2015	MDC	Review materials, information for 2/17 meeting.			HOURS	
					0.40	
		FOR CURRENT SERVICES RENDERED			0.40	<u>74.00</u>
		RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>		<u>TOTAL</u>
	MICHAEL D. CIRULLO		0.40	\$185.00		\$74.00
		TOTAL CURRENT WORK				74.00
		BALANCE DUE				<u>\$74.00</u>

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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 ACCOUNT NO: 1574-1107586R
 STATEMENT NO: 2052

Attn: William F. Underwood, II - Town Manager

adv Seth Brier/ Land Use Zoning Application (2015)

			HOURS	
01/30/2015	MDC	Review materials; prepare for, attend meeting at Town Hall with BU, JF and property relating to potential applications for development.	2.00	
		FOR CURRENT SERVICES RENDERED	2.00	370.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	MICHAEL D. CIRULLO		2.00	\$185.00
		TOTAL CURRENT WORK		370.00
		BALANCE DUE		\$370.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



Item 5.a.

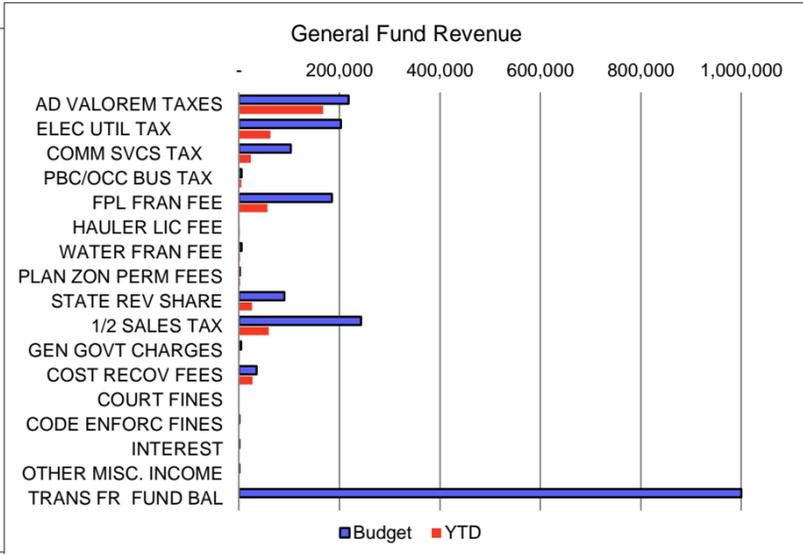
COMMITTEE REPORTS

Financial Report Ending January FY 2015



Town of Loxahatchee Groves
Financial Activity Report as of December 31, 2014
 25% of year elapsed)

General Fund Revenue Budget



General Fund Revenues

Revenues	Budget	Year-to-Date	%
AD VALOREM TAXES @ 1.2000	217,931	167,305	76.8%
ELECTRIC UTILITY TAX	203,000	63,024	31.0%
COMMUNICATION SERVICES TAX	103,352	23,766	23.0%
COUNTY OCCUPATIONAL LICENSES	5,000	4,741	94.8%
FPL FRANCHISE FEE	185,000	56,569	30.6%
HAULER LICENSE FEE	-	1,020	0.0%
PBC WATER UTILITY FRANCHISE	5,050	2,084	41.3%
PLANNING & ZONING PERMIT FEES	2,000	2,431	121.5%
STATE REVENUE SHARING	90,689	26,470	29.2%
HALF CENT SALES TAX	243,375	59,224	24.3%
GENERAL GOVERNMENT CHARGES	4,000	1,101	27.5%
COST RECOVERY FEES	35,000	26,714	76.3%
COURT FINES	-	-	-
CODE ENFORCEMENT FINES	300	709	236.3%
INTEREST	200	18	9.1%
OTHER MISC. INCOME	1,000	-	0.0%
TRANSFER FROM FUND BALANCE*	1,000,000	-	-
Total Revenues	2,095,897	435,175	20.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
LEGISLATIVE	42,685	16,213	38.0%
EXECUTIVE	294,177	93,237	31.7%
FINANCIAL AND ADMINISTRATIVE	33,670	2,500	7.4%
LEGAL COUNSEL	90,000	19,750	21.9%
COMPREHENSIVE PLANNING & ZONING	185,702	77,663	41.8%
OTHER GENERAL GOVERNMENT	1,152,079	24,188	2.1%
LAW ENFORCEMENT	293,584	94,361	32.1%
PUBLIC WORKS	4,000	785	19.6%
Total Expenditures	2,095,897	328,697	15.7%
Excess(deficiency)	-	106,478	-

YTD-Total Funds Expen. Budget

Expenditures	Budget	Year-to-Date	%
Total Townwide Budget	3,873,466	497,386	12.8%

Selected Other Funds

Transportation Fund	Budget	Year-to-Date	%
FIRST LOCAL OPTION FUEL TAX (6 CENT)	250,858	61,341	24.5%
SECOND LOCAL OPTION FUEL (5 CENT)	117,768	29,211	24.8%
CONTRIBUTION FROM GENERAL FUND	-	-	-
TRANSFER FROM FUND BALANCE	412,423	-	-
Total Revenues	781,049	90,552	11.6%
TRAFFIC CONTROL SIGNS (6 CT) MAINT.	10,000	4,082	40.8%
TOWN ROADS (6 CT) MAINT.	102,059	20,940	20.5%
DISTRICT ROADS (6 CT) MAINT.	93,738	1,951	2.1%
ROADS AND STREETS (5 CT)	-	-	-
SPECIAL PROJECTS (6 CT)	60,000	-	0.0%
148th TERR BRIDGE(5)/CULVERT	-	-	-
CONSTRUCTION TOWN RDS & STREETS	-	-	-
TRANSFER TO CIP FUND	515,252	-	0.0%
Total Expenses	781,049	26,973	3.5%
Excess(deficiency)	-	63,580	-

Solid Waste Fund	Budget	Year-to-Date	%
SOLID WASTE ASSESSMENTS	431,846	324,166	75.1%
DISCOUNT FEES	(11,660)	(12,803)	109.8%
SWA RECYCLING INCOME	6,700	1,682	25.1%
INTEREST	-	2,252	0.0%
CONTRIBUTION FROM GENERAL FUND	14,382	-	0.0%
Total Revenues	441,268	315,298	71.5%
CONTRACTUAL-WASTE OVERSIGHT	7,000	7,061	100.9%
PBC ADMINISTRATION FEE 1%	4,318	3,110	72.0%
POSTAGE & FREIGHT	300	-	0.0%
SOLID WASTE CONTRACTOR	414,150	130,046	31.4%
OTHER SANITATION SERVICES	15,000	1,500	0.0%
LEGAL ADVERTISING	500	-	0.0%
MANAGEMENT FEES	-	-	-
Total Expenses	441,268	141,717	32.1%
Excess(deficiency)	-	173,581	-

Capital Improvement Program (CIP) Fund	Budget	Year-to-Date	%
CONTRIBUTION FROM TRANSPORTATION FUND	555,252	-	0.0%
TRANSFER FROM FUND BALANCE	-	-	0.0%
Total Revenues	555,252	-	0.0%
Develop Town Hall Alternatives	-	-	-
Surveying Town Roads	90,374	-	0.0%
OGEM Collecting Canal Road	-	-	0.0%
Okeechobee and D Road Traffic Light	290,944	-	0.0%
Drainage	25,000	-	0.0%
Trails	120,000	-	0.0%
D Road to Southern Blvd	-	-	0.0%
Purchase Roads from LGWCD	28,934	-	-
Total Expenses	555,252	-	0.0%

Contract Services Expenditures

Expenditures	Budget	Year-to-Date	%
Waste Pro	414,150	130,046	31.4%
Palm Beach County Sheriff	283,084	94,361	33.3%
Underwood Management Services Group	350,355	120,814	34.5%
Goren, Cherof, Doody, Ezrol	90,000	24,172	26.9%
Tew & Associates	35,000	8,584	24.5%
Land Research Management	20,000	20,711	103.6%
Engineering Services*	210,000	18,976	9.0%
Frank Schiola	25,000	9,435	37.7%
YEE's Corporation	17,100	5,700	33.3%
Loxahatchee Water Control District	184,651	9,195	5.0%
Total Expenses	1,629,340	441,992	27.1%

* Keshavarez & Assoc.; A&B Engineering; Simmon & White
 Represents consumption of fund balance. This is not true revenue by definition or reflected in GL in transactions



**BUDGET VS ACTUAL
AS OF JANUARY 31, 2015
0.33 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	12,619.34	167,304.66	-	217,931.00	(50,626.34)	77%
	Ad Valorem Taxes Subtotal	12,619.34	167,304.66		217,931	(50,626.34)	
001-314-100-000	Electric Utility Tax	22,552.17	63,023.59	-	203,000.00	(139,976.41)	31%
001-315-100-000	Communications Services	7,426.46	23,766.00	-	103,352.00	(79,586.00)	23%
001-316-200-000	County Occupational License	193.66	4,741.23	-	5,000.00	(258.77)	95%
	Local Taxes Subtotal	30,172.29	91,530.82		311,352	(219,821.18)	
001-323-100-000	FPL Franchise Fee	15,945.66	56,568.79	-	185,000.00	(128,431.21)	31%
001-323-125-000	Haulers License Fee	500.00	1,020.00	-	-	1,020.00	NA
001-323-300-000	PBC Water Utility Franchise	540.81	2,084.19	-	5,050.00	(2,965.81)	41%
001-329-100-000	Planning & Zoning Permit	860.00	2,430.75	-	2,000.00	430.75	122%
	Permits, Franchise Fees & Special Subtotal	17,846.47	62,103.73		192,050	(129,946.27)	
001-335-120-000	State Revenue Sharing	6,617.59	26,470.36	-	90,689.00	(64,218.64)	29%
001-335-180-000	Half Cent Sales Tax	20,861.15	59,223.61	-	243,375.00	(184,151.39)	24%
	Intergovernmental Revenue Subtotal	27,478.74	85,693.97		334,064	(248,370.03)	26%
001-341-000-000	General Government Charges	490.50	1,100.50	-	4,000.00	(2,899.50)	28%
001-343-349-000	Cost Recovery Fees	8,209.40	26,714.09	-	35,000.00	(8,285.91)	76%
	Charges for Services Subtotal	8,699.90	27,814.59		39,000	(11,185.41)	
001-351-100-000	Court Fines	-	-	-	-	-	
001-354-100-000	Code Enforcement Fines	708.75	708.75	-	300.00	408.75	236%
	Code Enforcement Fines Subtotal	708.75	708.75		300	408.75	
001-361-100-000	Interest	7.56	18.17	-	200.00	(181.83)	9%
001-369-000-000	Other Misc Income	-	-	-	1,000.00	(1,000.00)	0%
	Other Misc Revenue Subtotal	7.56	18.17		1,200	(1,181.83)	
001-381-305-000	Transfer from CIP Fund	-	-	-	1,000,000.00	(1,000,000.00)	0%
001-399-000-000	Transfer from Fund Balance*	-	-	-	-	-	0%
	Other Non-operating Sources Subtotal	-	-		1,000,000	-	
	Grand Total Revenue	97,533.05	435,174.69		2,095,897	(1,660,722.31)	21%



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JANUARY 31, 2015
0.33 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	-	-	-	650.00	650.00	0%
001-511-400-000	Travel	-	-	-	3,000.00	3,000.00	0%
001-511-492-000	Other Operating Expenses	-	1,259.70	-	1,500.00	240.30	84%
001-511-499-000	Other Current Charges - Council Reimbursement	2,500.00	12,500.00	-	30,000.00	17,500.00	42%
001-511-500-000	Education & Training	-	-	-	1,000.00	1,000.00	0%
001-511-510-000	Office Supplies	-	-	-	300.00	300.00	0%
001-511-520-000	Operating Supplies	-	-	-	300.00	300.00	0%
001-511-540-000	Books, Publications & Subscriptions	-	1,635.20	-	1,935.00	299.80	85%
001-511-820-000	Special Events/Contributions	195.80	818.25	-	4,000.00	3,181.75	20%
	Legislative Total	2,695.80	16,213.15	-	42,685	26,471.85	38%
001-512-340-000	Other Services	22,471.08	89,884.32	-	269,653.00	179,768.68	33%
001-512-400-000	Travel	-	26.47	-	1,500.00	1,473.53	2%
001-512-420-000	Postage & Freight - NEW	19.76	117.97	-	1,000.00	882.03	12%
001-512-490-000	Legal Advertising	-	-	-	500.00	500.00	0%
001-512-492-000	Other Operating Expenses	-	2.00	-	944.00	942.00	0%
001-512-493-000	Election Expense	745.84	745.84	-	8,010.00	7,264.16	9%
001-512-510-000	Office Supplies	415.05	2,448.89	-	12,000.00	9,551.11	20%
001-512-540-000	Books, Publications & Subscriptions	-	11.37	-	570.00	558.63	2%
	Executive Total	23,651.73	93,236.86	-	294,177	200,940.14	32%
001-513-320-000	Accounting and Auditing	-	2,500.00	-	18,000.00	15,500.00	14%
001-513-470-000	Printing and Binding	-	-	-	1,751.00	1,751.00	0%
001-513-490-000	Legal Advertising	-	-	-	2,000.00	2,000.00	0%
001-513-491-000	Computer Services	-	-	-	11,919.00	11,919.00	0%
	Financial & Administrative Total	-	2,500.00	-	33,670	31,170.00	7%
001-514-310-000	Professional Services	6,670.55	19,749.90	-	90,000.00	70,250.10	22%
	Legal Total	6,670.55	19,749.90	-	90,000	70,250.10	22%



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JANUARY 31, 2015
0.33 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	1,345.00	11,572.50	-	40,000.00	28,427.50	29%
001-515-340-000	Other Services	6,725.17	26,900.68	-	80,702.00	53,801.32	33%
001-515-343-000	Planning & Zoning Contract	937.50	2,100.00	-	20,000.00	17,900.00	11%
001-515-349-000	Cost Recovery Expenditure	8,209.40	34,588.66	-	35,000.00	411.34	99%
001-515-490-000	Legal Advertising - NEW	-	2,500.80	-	10,000.00	7,499.20	25%
	Comprehensive Planning & Zoning Total	17,217.07	77,662.64		185,702	108,039.36	42%
001-519-315-000	Special Magistrate	802.99	1,980.49	-	16,000.00	14,019.51	12%
001-519-354-000	Code Compliance	1,995.00	10,275.00	-	38,000.00	27,725.00	27%
001-519-410-000	Communications Services	477.67	1,490.64	-	6,100.00	4,609.36	24%
001-519-440-000	Rentals and Leases	1,886.22	7,391.88	-	34,783.00	27,391.12	21%
001-519-450-000	Insurance	-	-	-	18,000.00	18,000.00	0%
001-519-460-000	Repair & Maint - Building	600.00	1,500.00	-	3,600.00	2,100.00	42%
001-519-490-000	Computer Repair	-	748.00	-	5,500.00	4,752.00	14%
001-519-491-000	Computer Services	192.99	591.99	-	7,292.00	6,700.01	8%
001-519-494-000	Inspector General Office	-	-	-	5,280.00	5,280.00	0%
001-519-820-000	Loxahatchee Groves CERT	-	210.30	-	2,000.00	1,789.70	11%
001-519-990-000	Contingency	-	-	-	15,524.00	15,524.00	0%
001-519-998-000	Transfer To Fund Balance	-	-	-	1,000,000.00	1,000,000.00	0%
	Other Governmental Services Total	5,954.87	24,188.30		152,079	127,890.70	16%
001-521-341-000	Professional Services-PBSO	23,590.33	94,361.32	-	283,084.00	188,722.68	33%
001-521-342-000	Contractual-ADDL PBSO	-	-	-	10,500.00	10,500.00	0%
	Law Enforcement Total	23,590.33	94,361.32		293,584	199,222.68	32%
001-539-310-000	Other Services	-	-	-	-	-	0%
001-539-340-000	Professional Services	-	785.00	-	4,000.00	3,215.00	20%
	Public Works Total	-	785.00		4,000	3,215.00	20%
	Grand Total Expenditure	79,780.35	328,697.17	-	2,095,897	1,767,199.83	16%
	Net Revenue	17,752.70	106,477.52		-		



**TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JANUARY 31, 2015
0.33 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 (1 to 6 cent)	19,867.54	61,341.18	-	250,858.00	(189,516.82)	24%
101-312-420-000	2nd Local Option Fuel Tax (1 to 5 cent)	9,659.41	29,211.30	-	117,768.00	(88,556.70)	25%
101-399-000-000	Transfer from Fund Balance	-	-	-	412,423.00	(412,423.00)	0%
Total Revenue		29,526.95	90,552.48		781,049	(690,497)	12%

Represents consumption of fund balance. This is not true revenue by definition or reflected in GL in transactions

**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.	75.02	4,081.52	-	10,000.00	5,918.48	41%
101-541-468-000	Non-District Roads (6 ct) Maint.	5,351.03	20,939.70	-	102,059.00	81,119.30	21%
101-541-469-000	District Roads (6 ct) Maint.	-	1,951.29	-	93,738.00	91,786.71	2%
101-541-632-000	Special Projects (6 cent)	-	-	-	60,000.00	60,000.00	0%
101-541-920-000	Transfer to Capital Projects	-	-	-	515,252.00	515,252.00	0%
Total Expenditure		5,426.05	26,972.51	-	781,049	754,076	3%
Net Revenue		24,100.90	63,579.97		-		



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JANUARY 31, 2015
0.33 Elapsed
Capital Improvement Program
Revenues

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-363-991-000	Contributions from Transportation Fund	-	-	-	555,252.00	(555,252.00)	0%
305-399-000-000	Transfer from Fund Balance	-	-	-	1,000,000.00	(1,000,000.00)	0%
	Total Revenue	-	-	-	1,555,252	(1,555,252.00)	0%

Capital Improvement Program
Expenditures

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-541-610-000	Surveying Town Roads	-	-	-	90,374.00	90,374.00	0%
305-541-630-000	Okeechobee and D Road Traffic Light	-	-	-	290,944.00	290,944.00	0%
305-541-640-000	Town Roads OGEM Projects	-	-	-	25,000.00	25,000.00	0%
305-541-650-000	Trails	-	-	-	120,000.00	120,000.00	0%
305-541-654-000	Purchase Roads from LGWCD	-	-	-	28,934.00	28,934.00	0%
305-581-001-000	Interfund Transfer Out To GF	-	-	-	1,000,000.00	1,000,000.00	0%
	Total Expenditure	-	-	-	1,555,252	1,555,252	0%
	Net Revenue	-	-	-	-	-	-



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JANUARY 31, 2015
0.33 Elapsed
Solid Waste Fund
Revenues

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-325-205-000	Solid Waste Assessments	23,750.11	324,166.30	-	431,846.00	(107,679.70)	75%
405-325-206-000	Discount Fees	(708.24)	(12,802.53)	-	(11,660.00)	(1,142.53)	110%
405-343-120-000	SWA Recycling Income	809.06	1,682.08	-	6,700.00	(5,017.92)	25%
405-361-100-000	Interest	-	2,251.71	-	-	-	0%
405-363-990-000	Contributions from General Fund	-	-	-	14,382.00	(14,382.00)	0%
	Total Revenue	23,850.93	315,297.56	-	441,268	(128,222.15)	71%

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-534-345-000	Contractual - Waste Over	2,441.25	7,061.25	-	7,000.00	(61.25)	101%
405-534-346-000	PBC Administration Fee 1	226.69	3,109.91	-	4,318.00	1,208.09	72%
405-534-420-000	Postage & Freight	-	-	-	300.00	300.00	0%
405-534-434-000	Solid Waste Contractor	34,512.50	130,045.56	-	414,150.00	284,104.44	31%
405-534-436-000	Other Sanitation Service	1,500.00	1,500.00	-	15,000.00	13,500.00	10%
405-534-490-000	Legal Advertising	-	-	-	500.00	500.00	0%
	Total Expenditure	38,680.44	141,716.72	-	441,268.00	299,551.28	32%
	Net Revenue	(14,829.51)	173,580.84		-		

Note: YTD Fines credited to Service Provider invoicing - \$8000.00



Item 8.a.

MANAGER'S REPORT

AIR ATTACHED

Town of Loxahatchee Groves, Florida

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 8.a.

MEETING DATE: 3/03/2015

PREPARED BY: William F. Underwood, II

SUBJECT: Manager Update

1.BACKGROUND/HISTORY

Problem Statement: The Town Council requests updates on activities and issues.

Problem Solution: Provide the Council with an update.

The Council requested they be updated on the various issues facing the Town, it is noted that items in this category be provided as part of a written report.

2.CURRENT ACTIVITY

- **Trails:** At the Town Council meeting of 11/18/2014, the Council approved the Town drafted ILA for funding the trails, maintenance easements, and roads. The ILA was transmitted to the LGWCD on Wednesday, 11/19/2014.
 - Subsequent to the ILA transmittal, the Town Attorney, and staff met with the LGWCD attorney and administrator on Friday, 11/21/2014, at the office of the District's attorney.
 - Substantial progress was made. The Town attorney provided the District's attorney with a summary of the discussion points to be incorporated within a jointly prepared ILA.
 - On or about December 3, the Town received comments from the attorney for the LGWCD.
 - On December 9, the Town Attorney and I were reviewing the points of the agreement.
 - This working group will labor to complete the agreement and present to the respective legislative boards as soon as practical.
 - As of December 30, 2014, the Town is on hold pending a response from LGWCD.
 - Recent discussion on January 13, 2015 with the Administrator indicates the Town should be reviewing a response soon.
 - On January 23, 2015, the Town received an ILA from the LGWCD without first agreeing to the initial discussion positions tentatively agreed upon at the November 21, 2014, meeting. We requested the LGWCD provide a document which can be edited and changes tracked instead of the document provided which would the Town can use instead of having the Town Attorney re-type the agreement at additional cost.
 - Subsequent to receipt and request, on January 23, 2015, the Town was informed the LGWCD was incorporating a few more tweaks to the agreement. Upon completion, they will send the document to the Town.

- February 3, 2015, the Town received another agreement from the LGWCD, without confirmation regarding the original agreed upon discussion points outlined at the 11/21/2014 meeting between the Town and district staff. Attorney and staff did not have sufficient time to review the document before the district meeting on 2/10/2015.
 - **February 26, 2015**, the Town attorney and this office discussed the ILA submitted by the LGWCD. Further, The Town Attorney has requested a date and time to discuss the ILA during the week of the March 2nd. As of this writing, we have not received a response from the district.
- **Building:** Update to work related to the Chamber of Commerce building was included in the November 18, 2014 agenda. The Council instructed staff to begin negotiations with the Chamber of Commerce staff.
 - Staff has entered this discussion, the Town Attorney and staff had a teleconference to draft a contract for the acquisition.
 - A teleconference was held on 11/24/2014 with Wayne Burns, Executive Director of the Chamber.
 - Staff is attempting to finalize negotiations and should be able to complete the process and present a contract for purchase at the 12/16/2014 Council meeting.
 - On December 4, 2014, staff and Vice Mayor Jarriel attended the Tri-cities League BBQ in Belle Glade and discussed the subject with PBC Commission and staff.
 - December 9th, the Town Attorney and I received a revised contract from the Chamber of Commerce which included significant changes, some of substance, to the contract the Town submitted.
 - Due to some of the items included in the revised contract, I feel it is necessary to delay the contract consideration until the January meeting.
 - Staff continues to be in discussions with various parties on this subject. Staff members and Town Attorney have been actively pursuing a positive response from the County regarding a donation of the land.
 - Dialogue between County and Town staff indicates that an offer by the Town to purchase the land for \$20,000 would not be a recommended denial but a request for the County Commission to provide direction to County staff in this matter.
 - Staff has submitted a letter to Robert Weisman, County Administrator, advising the Town continues to affirm the position of receiving a waiver on the cost of the land; however, pursuant to Council direction, staff negotiated with the County staff and I advised the Town is prepared to offer \$20,000 to purchase the property from the County and agree to the stipulation of the sale that (1) the property use will remain public purpose and (2) the County retains 75% of mineral rights for any possible future determination .
 - On January 26, 2015, Mayor Browning and I met with County Commissioner McKinley to discuss the agenda item and the Town's willingness to meet the stipulations and pay \$20,000 for the land. It is my understanding, the Commissioner is agreed to move the item on the February 3, 2015, agenda.
 - On February 3, 2015, the Palm Beach County Commission, on a motion from Commissioner McKinlay, authorized the sale of the Chamber land to the Town for \$20,000.
 - That evening at the Town Council meeting of February 3, 2015, the Town Council ratified the purchase of the land from Palm Beach County with stipulations. The Council also approved engaging a firm to perform a Phase 1 environmental assessment on the property and engaging a surveyor to survey the property. Both actions were taken in order to affirm the property is clear of any hazardous material and confirmation of the survey provided by PBC.
 - February 6, 2015, Town Attorney, staff, and Chamber attorney and staff finalized an

- agreement for sale of the building for a price of \$460,000. The agreement will be considered for action at the 2/17/2015 Council meeting.
- Town Council approved the purchase of the Chamber building at its 17th meeting and this office wired to the escrow agent (Goren, Cherof, Doody, & Ezrol) \$40,000 as good faith money.
- **Traffic:** Staff is working with Minto to draft an agreement between Minto and the Town for the funding of the traffic light at Okeechobee Boulevard and D Road.
 - A discussion with Minto's attorney on December 29, 2014, indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.
 - No activity on this item as of January 14, 2015.
 - No activity on this item as of January 26, 2015.
 - No activity on this item as of February 10, 2015.
 - **This office has received communication and we are trying to establish a date and time during the week of March 9th.**
 - **Building:** Staff had a meeting with the Day property representative to preliminary discuss the prospective site plan for the property on Tuesday, December 9. The meeting was to review site plan requirements and process
 - We reviewed the site plan submission requirements
 - Discussed the site plan specifically
 - addressing conditions of approval
 - perimeter landscaping buffer requirements
 - horse trail potential
 - Timing of submittal and hearings
 - PBC manages traffic related issues and may need to be at meetings
 - LGWCD to affirm positive outfall for drainage
 - Interconnection to westerly property discussion
 - Set RETGAC meeting for January 2015
 - P&Z meeting for January 2015
 - About March present to Town Council.
 - No Activity since the 12/16/2014 meeting.
 - On 1/12/2015, staff and Mr. Lipp, met with representatives reviewing Rural Vista guidelines assisting the representatives determine the guidelines.
 - This item is due to be presented to the P&Z and RETGAC committees jointly at their February 19, 2015, meeting.
 - **The February 19th P&Z and RETGAC joint meeting placed additional conditions upon the site plan such as an equestrian trail on the north boundary of the property from east to west and the Town's engineer provide a review of the conclusions of the traffic study and acceptance.**
 - **Roads:** This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd, Resource Professional IV, representing South Florida Water Management District (SFWMD) in reference to a permit the SFWMD issued in 1982 for a road and swale improvement on 43rd. As I understand the purpose of the meeting, SFWMD was looking to determine whether or not the Town would assist them in correcting a deficiency in the road and swale drainage system on the road. The Town will be contacted in the future regarding the next step to be taken to correct the problem.
 - No activity since the 12/16/2014 meeting.
 - No activity from SFWMD representative as of 1/14/2015.
 - This office received communication from SFWMD regarding their internal work to plan

their path forward on January 15, 2015. Upon completing their planning effort, they will be in touch with staff.

- No activity since 1/15/2015 to 2/11/1015.
- February 23, 2015, Ms. Hendrichsen Sandoval stated that this office will be notified in advance of a letter will be drafted informing residents of a meeting to discuss the matter.

- **Roads:** Speed hump removal is being investigated as to the methodology and cost of eliminating those traffic control devices to meet the Town's distance specifications.

- **Roads:** Stop sign removal at C Road and Gruber. At the last Town Council meeting, the Council by consensus agreed that stop signs at this location should be removed. I have not instructed the signs be removed due to a safety issue.

- This office visited the site in question and determined a vehicle safety hazard exists. If a vehicle is headed west on Gruber, it is, in my opinion, not possible to continue west or turn south without entering the intersection exposing oneself to a significant traffic hazard.
- We have instructed the purchase and installation of warning signs to be placed in advance of the intersection that states "4 Way Stop Ahead."

- **Building:** Update of work to prepare the Chamber building to become the Town of Loxahatchee Groves Town Hall

- In an effort to provide as smooth a transition as possible to the new Town Hall, this office has begun preliminary work to initiate services for the location such as:

- Establish FPL account
- Establish water and sewer account with Palm Beach County
- Establish solid waste removal
- Establish an account with Suncom, State of Florida telecommunications
- Transfer ATT lines while Suncom gets established
- Transfer Comcast cable
- Prepare building with interior painting
- Prepare for a moving company to relocate offices
- Approval of Termination Notice to YEE's Corporation – Lease Agreement for Town offices

- Staff continues to work on all necessary items for the transition.

- **Enforcement Actions Manure:** As reported at an earlier Town Council meeting, the targeted enforcement of the Town ordinance prohibiting manure hauling into the Town was successful in stopping three vehicles.

- This office has been informed of potentially additional violators and we have arranged for another targeted enforcement action to take place shortly.

- **Unauthorized living structures:** Pursuant to Town Council instruction, staff initiated action against 1666 C Road for providing for the operations of excess living structures on the property which impacts the Town, at a minimum, through solid waste removal without appropriate payment for the services.

- Additionally, staff has proceeded with various actions on other properties initiated by individuals.

3. ATTACHMENTS

4. FINANCIAL IMPACT

Not applicable.

5. RECOMMENDED ACTION

Motion to receive and file report.



Item 9.a.

OLD BUSINESS

Discussion of RV's/Trailers

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 9.a.
MEETING DATE: 03/032015

PREPARED BY: William F. Underwood, II

SUBJECT: RV and Trailers in AR Zoning District

1.BACKGROUND/HISTORY

Legislative History: Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion.

Problem Statement: The Town is experiencing a significant influx of unauthorized living units located throughout the Town.

Problem Solution: Remove unauthorized living quarters from all zoning districts within the Town.

The Town does provide that specific circumstances exist that allows for dwelling units located within property in the Town that contains a principal or single family primary residence. Pursuant to the ULDC, various structures are permitted uses on in Section 20-005 Agricultural Residential. The following briefly describes permitted living units:

- (A) Accessory dwelling units. One accessory dwelling unit is permitted per parcel of land subject to specific criteria.
- (C) [Caretaker's quarters.] Caretaker's quarters are permitted on parcels with a bona fide agricultural use.
- (D) Construction trailers. One construction trailer may be placed on a plot for a period of time not to exceed one year during active construction of a permanent dwelling to serve as temporary living quarters for the owners of the home under construction. Construction trailers shall also be subject to the following standards.
- (F) Groom's quarters. Groom's quarters are permitted on parcels where there are equestrian uses and a stable with 18 or more stalls.

2.CURRENT ACTIVITY

As you may be aware, various properties within the Town are incorporating mobile living units on their land contrary to the Town's ULDC's. Land owners are allowing property to be used beyond that allowed limits provided in the ULDC's.

The ULDC's appear to provide that a minimum 5 acres AR zoned parcel could potentially have:

- One accessory building, and;

- Multiple caretakers quarters, and;
- Groom's quarters

In other words, a 5 acre residential parcel could have a home, and accessory building, multiple caretakers (at least 1), and a groom's quarters. In all there could be four (4) dwelling units on a parcel. All or many homeowner's currently comply with the provisions of the ULDC's. However, some land owners and homeowners have taken advantage of the non-specific language to their benefit or ignored the Town's law as codified in the ULDC's.

This activity has issues that extend beyond the ULDC violations to what will eventually be additional cost for the residential solid waste services that are not being funded by the property owners that do not pay for waste removal.

The magnitude of this problem is currently unavailable.

3.ATTACHMENTS

Uniform Land Development Code: Article 20 – Residential Zoning Districts

4.FINANCIAL IMPACT

Not able to be determined.

5.RECOMMENDED ACTION

Motion to instruct Code Enforcement to implement a targeted action sweep through the Town to identify ULDC noncompliant dwelling units on properties and report back to the Town Council the findings of the review.

Provide direction to staff.



Item 9.b.

OLD BUSINESS

FEMA Flood Plain Mapping

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 9.b.
MEETING DATE: 03/03/2015

PREPARED BY: William F. Underwood, II

SUBJECT: FEMA Flood Plain Mapping

1.BACKGROUND/HISTORY

Legislative History: Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion.

Problem Statement: Approximately 65% or 5,180 acres and 21 residential structures within the Town is located within the FEMA proposed flood zone which needs to be modified through the designation removal.

Problem Solution: Engage appropriate services to challenge the FEMA flood plain map to remove homes and land from FEMA's proposal.

Several months ago, staff presented the Council with an issue regarding FEMA flood plain mapping where the question before the Town Council is if they wanted to undertake a similar program as the Village of Wellington did to remove the residents' property from the flood plain.

Staff asked the town engineer to provide the factual data needed by this office and Town Council in order to make a determination of the next step to take regarding the FEMA flood plain analysis. Specifically, we learned the following:

- How much land mass is negatively affected **about 5,180 acres**
- Number of families impacted **218 residential structures**

At the February 17th Town Council meeting, the Council asked that staff pursue efforts to determine an approximate cost to provide a challenge to the proposed FEMA flood plain mapping similar to the Village of Wellington.

2.CURRENT ACTIVITY

The Town Council instructed this office to move forward and gather information regarding a challenge to the FEMA mapping by April 2nd. Therefore, staff requested a proposal from the Town's engineer to mitigate the FEMA map effects on the Town's residents. My research on the financial impact to property owners if the Town does not take some type of action to

change the (1) FEMA flood plain map or (2) implement the NFIP program in the Town is significant. Further, everyone should recognize that while the Town was unincorporated, the County belonged to the NFIP and thus the current property owners were also subjected to the NFIP regulations. Regardless of the option selected, the amount of time remaining to adequately address FEMA's methodology may not be completed by the April deadline.

If the 218 residential properties do not receive relief in one of the forms mentioned, I understand, each property could see an increase in flood insurance of about \$700 per year or the first year cost of \$152,600. This cost would continue from then forward.

The engineer provided two options that we can pursue. It should be noted that the LGWCD hired Eardman Anthony (EA) to spot check FEMA LiDAR data and it was found to be within the acceptable tolerances. However, we believe that EA only verified spot elevations on the lettered Roadways which would not account for potential errors in LiDAR data located in much higher vegetated areas. The two options are:

- a. Structure Specific survey of the finished floor elevations and nearest adjacent grade of the residential houses within the flood zone. Remap the flood zone based upon the results of the survey.
- b. Initiate Town-wide LiDAR data, similar to Wellington, and remap the flood zones on the LiDAR data

This office would not recommend the "Structure Specific" option as this option will not assist the 65% of the land mass within the Town that is negatively impacted at a cost of \$109,000. Additionally, this option does not address non-residential structures.

As a result, it is our opinion that any effort undertaken by the Town should provide broadest coverage of those impacted property owners whether residence or other building structures. This procedure expense is only marginally more than the "Structure Specific" option at a cost of approximately \$120,000.

3.ATTACHMENTS

Town engineer proposal.
Map of affected land in the Town
Code of Federal Regulation (CFR) 44 section 67.1

4.FINANCIAL IMPACT

Cost for LiDAR is a lump sum of \$120,000 plus some direct expenses as needed.

5.RECOMMENDED ACTION

Motion providing direction to staff regarding this project.



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Town of Loxahatchee Groves (CLIENT)
14579 Southern Blvd., Suite 2
Loxahatchee Groves, FL 33470

February 26th, 2015

Project No. 13-1017

Attention: Mr. William F. Underwood, II, ICMA-CM

Reference: Loxahatchee Groves FEMA FIRM Process

Dear Mr. Underwood:

The following outline has been prepared by Keshavarz & Associates, Inc. (CONSULTANT) in order to assist the Client in pursuing an appeal process through FEMA in order to remove as many houses as possible from the proposed flood zone.

The deadline to appeal the preliminary FEMA FIRM maps is April 2, 2015. The following FEMA guidelines outline the basis of an appeal:

Appeals of the proposed flood hazard determinations shall be based solely on scientific or technical evidence contrary to that of the proposed FIRM and accompanying Flood Insurance Study (FIS) report, and all appeal submittals must meet the data requirements defined in Part 67.6 of the NFIP regulations. However, inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, corporate limits, typographical errors, omissions) which are referred to as 'comments,' will also be considered by FEMA, and any applicable changes will be made before the FIRM and FIS report become effective. Please refer to Part 67 of the NFIP Regulations enclosed.

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on FIRMs and in the accompanying FIS reports is built collaboratively using the best science available. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and a local community have been engaged in a collaborative consultation process without a mutually acceptable resolution.



We are estimating that there are 218 residential structures within the Town that will be placed into to the proposed high risk flood zone AE with a base flood elevation of 17.7' NAVD or 19.3' NGVD. Please refer to the town structures located within the FEMA Flood Zone exhibit.

We have been asked by the Town to provide a proposal for options to help remove as many houses from the proposed flood zone as possible. At this stage there are two possible options:

1. **Structure Specific Survey Acquisition** and remapping of the preliminary FIRMs
2. **Town-wide LiDAR** data, modeling and remapping of the preliminary FIRMs

1. Structure Specific Survey Acquisition:

This process involves the following steps and can be completed and processed in full for the April 2nd deadline.

- a) Acquire the finished floor elevation of each structure within the proposed flood zone (\$250 per structure)
- b) If the structure and lowest adjacent grade is located above the flood zone revise FEMA's Digital Elevation Model (DEM) based upon the surveyed acquired data (\$100 per structure)
- c) Remap the flood zone (\$50 per structure)
- d) Begin the FEMA appeal process (to be billed hourly, budgeted at \$100 per structure)

Advantages

- This method would allow the Town to stop at task 1a if the structure is located below the base flood elevation.
- All data will be processed and submitted to FEMA by April 2nd, 2015

Cost to the Town based upon the 218 residential structures located above the base flood elevation and all four tasks are required for each structure - \$109,000 (does not include commercial structures).



2. Town-wide LiDAR:

This process cannot be completed in full by the April 2nd deadline due to the acquisition and data processing as outlined below:

- i. Set 20 ground targets
- ii. Schedule flight
- iii. Calibrate LiDAR data to the targets
- iv. Calibrate LiDAR data to vegetative zones (field verification of 70 locations to calibrate data based upon specific vegetative coverages)
- v. Digitize data for use

The acquisition process alone will take at least 30 days and could be delayed based upon inclement weather. Data would be submitted to FEMA by April 2nd, but it may be rejected due to its incomplete nature.

Assuming the results of the LiDAR acquisition are favorable and FEMA allows us to remap SFWMD generated flood elevation on the new DEM; the overall process, estimated cost and schedule are outlined below:

- a) Acquire Town-wide LiDAR data – 30 days - \$60,000
- b) Submit Data to FEMA
- c) Remap the base flood elevation for the Town and submit to FEMA – 15 days - \$25,000
- d) Continue coordination with FEMA as required –\$20,000

Assuming the results of the LiDAR acquisition are not favorable and/or FEMA requires us to remodel the basin and reestablish the flood elevation on the new DEM; the overall process, estimated cost and schedule are outlined below:

- a) Acquire Town-wide LiDAR data – 30 days - \$60,000
- b) Submit Data to FEMA
- c) Remodel the basin – 15 days - \$15,000
- d) Remap the base flood elevation for the Town and submit to FEMA – 15 days - \$25,000
- e) Continue coordination with FEMA as required –\$20,000

Advantages

- This method would provide LiDAR data for the entire Town that can be used for future projects.



Potential Disadvantages

- Although not likely, this method may result in more structures being located within the new high risk flood zone.
- Although not likely, FEMA may attempt to reject the appeal based upon lack of scientific data submitted by the April 2nd deadline.

Cost to the Town would cost either \$105,000 or \$120,000 depending on the process chosen.

DIRECT EXPENSES

SEE ATTACHED EXHIBIT 'D'

FEES: Lump Sum fees are fixed amounts to be paid for the services indicated in the Schedule of Compensation. Lump Sum fees do *not* include Direct Expenses. Direct Expenses shall be paid for according to the attached Exhibit "D", Time and Expense Rates.

As a notice to proceed, please indicate the preferred method on the attached Authorization Statement, execute same, and return it to our office.

We certainly appreciate the opportunity to present you with this proposal. We pledge to continue to do our best to be an effective member of your team.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Maziar Keshavarz, P.E.
President

EXHIBIT 'C' SPECIAL PROVISIONS

The following Special Provisions shall qualify or supplement any provision in this Agreement, and shall override and take precedence over any conflicting provisions:

1. **PERFORMANCE:** This project is to be performed in accordance with the appropriate regulations and generally accepted Professional Engineering and/or Land Surveying practices in effect at the time the services are rendered and, no other warranties, expressed or implied are included in this contract. The services performed by the CONSULTANT shall occur during normal week days, unless otherwise requested by the CLIENT. Services performed outside of the normal work week shall be performed for an additional fee. This proposal is prepared and presented in its entirety and is intended to be performed as such. In addition, this proposal is time sensitive and valid for 90 days from the date of issuance. The CONSULTANT reserves the right to revise or re-negotiate the figures contained in their proposal if the Notice to Proceed is not received within the said 90 days.
2. **INVOICES:** Invoices for all services and reimbursable expenses shall be issued on a monthly basis reflecting services performed during the period. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portions of said invoice, the CLIENT must notify CONSULTANT in writing within twenty (20) days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within twenty (20) days, it shall constitute approval of invoice by CLIENT. Amounts not paid in 30 days are subject to 1½% monthly service charge (18% annual rate). Outstanding invoices delinquent beyond 60 days, may, at the CONSULTANT's election be deemed a notice to stop performance under this contract until such invoices are paid. Payment in full shall be made at or before delivery to the CLIENT of any performed services under this contract. Should collection become necessary on any outstanding accounts, then all appropriate costs including reasonable attorney's fees shall be charged in addition to monies due plus interest.
3. **JURISDICTION:** In the event that any litigation arises from this contract, the laws of the State of Florida shall apply and jurisdiction and venue shall be in Palm Beach County, Florida.
4. **REIMBURSABLE:** Direct costs including without limitation, prints, copies, long distance phone calls, mileage, etc., are not included in the above fees, but shall be billed as Reimbursable Expenses.
5. **COST ESTIMATES:** The CLIENT hereby acknowledges that CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by CONSULTANT will not vary from actual costs incurred by the CLIENT.
6. **LIMIT OF LIABILITY:** The CONSULTANT or his subconsultants, agents, representatives, principals or employees of the CONSULTANT shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary damages (other than personal injury damages) arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services. The CLIENT confirms that neither the CONSULTANT nor any of the CONSULTANT's sub-consultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by the CONSULTANT or any of the CONSULTANT's sub-consultants or subcontractors, as a consequence of the CONSULTANT's entering into this Agreement with the CLIENT. **Pursuant to Florida Statute 558.0035, an individual, employee or agent may not be held individually liable for negligence.**
7. **CONSTRUCTION PHASE SERVICES:** If under this Agreement, professional services are provided during the construction phase of the project, CONSULTANT shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall CONSULTANT be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Signed and sealed survey information is required by CONSULTANT in the form of Record Drawings. Please note that Substantial Completion Statements, if included within this Agreement, may be dependant upon Record Drawing information received from other parties. This information must be provided in electronic format and sufficient to meet the CONSULTANT's required criteria and regulatory agency requirements. Substantial Completion Statements and requests for release of bonds cannot be issued by the CONSULTANT until such time as accurate and complete Record Drawings are provided by the CLIENT.

8. **DOCUMENTS:** All original work shall be the property of the CONSULTANT. The CLIENT, at his request, will be furnished with reproducible copies of any and all work. All documents furnished by the CONSULTANT are instruments of this service. They are not intended to be suitable for reuse on extensions of this project or any other project. Any reuse without specific written approval by the CONSULTANT shall be at the sole risk of the user and without liability or legal exposure to the CONSULTANT. Files in electronic formats, or other types of information furnished by the CONSULTANT to the CLIENT such as text, data or graphics, are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems or computer hardware differing from those in use by CONSULTANT. Copies of documents that may be relied upon by CLIENT are limited to the printed copies (hard copies) that are certified by the CONSULTANT.
9. **INDEMNITY CLAUSE:** CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.
10. **HAZARDOUS MATERIAL:** It is understood and agreed that in seeking the professional services of the CONSULTANT under this Agreement, the CLIENT does not request the CONSULTANT to undertake any obligation for the CLIENT's benefit involving or related in any manner to hazardous substances. Therefore, the CLIENT agrees to hold harmless, indemnify and defend the CONSULTANT from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to service performed by the CONSULTANT under this Agreement.
11. **EXCLUSIONS:** The fees reflected in this contract do not include the following items: A - permit fees, B - plan reproduction, C - presence at and coordination of re-testing/re-observation of systems that failed the first scheduled test/observation during the construction process, D - any service not reflected in the contract.
12. **TERMINATION:** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein through no fault of the terminating party. In the event of any termination, the CONSULTANT will be paid for all services rendered to the date of termination.
13. **SUCCESSORS AND ASSIGNS:** Neither the CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this agreement without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone to other than the CLIENT or CONSULTANT. All costs associated with executing the assignment, such as attorneys fees, etc., shall be borne by the party requesting the assignment from the other.
14. **This Agreement does not include** any design or redesign of any off-site facilities unless specifically set forth in this Agreement.
15. **This Agreement does not include** any warranties or assurances with respect to securing the necessary "permits" from the regulating agencies.
16. **This Agreement does not include** any site lighting design services.
17. **This Agreement does not include** any irrigation design services.
18. **This Agreement does not include** any geotechnical engineering services.
19. **CLIENT or OWNER shall provide** current legal description and title commitment of the project site. This proposal includes reviewing the said title commitment if Boundary Survey preparation is proposed (unless specifically excluded).
20. **CLIENT or OWNER shall provide** geotechnical engineering report for site, if applicable.
21. **CLIENT or OWNER shall pay** all permit application fees, advertising fees, impact fees, etc.

Revised February 2005

711 N Dixie Highway, Suite 201 • West Palm Beach, FL 33401 • 561-689-8600 • fax 561-689-7476 •
www.keshavarz.com



AUTHORIZATION STATEMENT

PROFESSIONAL ENGINEERING/SURVEYING SERVICES

for

“Loxahatchee Groves FEMA FIRM Process”

Town of Loxahatchee Groves, Florida

I hereby acknowledge and agree with all the conditions reflected in the attached proposal dated February 26th, 2015, together with the "Special Provisions" and authorize the commencement of work by Keshavarz & Associates, Inc. by my signature as the representative of the entity responsible for payment of invoices for the described task.

1. **Structure Specific Survey Acquisition**

2. **Town-wide LiDAR**

NAME AND TITLE:

ACKNOWLEDGMENT:

DATE:

§ 67.1

§ 67.1 Purpose of part.

The purpose of this part is to establish procedures implementing the provisions of section 110 of Flood Disaster Protection Act of 1973.

§ 67.2 Definitions.

The definitions set forth in part 59 of this subchapter are applicable to this part.

§ 67.3 Establishment and maintenance of a flood elevation determination docket (FEDD).

The Federal Insurance Administrator shall establish a docket of all matters pertaining to flood elevation determinations. The docket files shall contain the following information:

- (a) The name of the community subject to the flood elevation determination;
- (b) A copy of the notice of the proposed flood elevation determination to the Chief Executive Officer (CEO) of the Community;
- (c) A copy of the notice of the proposed flood elevation determination published in a prominent local newspaper of the community;
- (d) A copy of the notice of the proposed flood elevation determination published in the FEDERAL REGISTER;
- (e) Copies of all appeals by private persons received by the Federal Insurance Administrator from the CEO;
- (f) Copies of all comments received by the Federal Insurance Administrator on the notice of the proposed flood elevation determination published in the FEDERAL REGISTER.
- (g) A copy of the community's appeal or a copy of its decision not to appeal the proposed flood elevation determination;
- (h) A copy of the flood insurance study for the community;
- (i) A copy of the FIRM for the community;
- (j) Copies of all materials maintained in the flood elevation study consultation docket; and
- (k) A copy of the final determination with supporting documents.

[41 FR 46989, Oct. 26, 1976. Redesignated at 44 FR 31177, May 31, 1979, as amended at 48 FR 44553, Sept. 29, 1983; 49 FR 4751, Feb. 8, 1984]

44 CFR Ch. I (10–1–11 Edition)

§ 67.4 Proposed flood elevation determination.

The Federal Insurance Administrator shall propose flood elevation determinations in the following manner:

- (a) Publication of the proposed flood elevation determination for comment in the FEDERAL REGISTER;
- (b) Notification by certified mail, return receipt requested, of the proposed flood elevation determination to the CEO; and
- (c) Publication of the proposed flood elevation determination in a prominent local newspaper at least twice during the ten day period immediately following the notification of the CEO.

[41 FR 46989, Oct. 26, 1976. Redesignated at 44 FR 31177, May 31, 1979, as amended at 48 FR 44553, Sept. 29, 1983; 49 FR 4751, Feb. 8, 1984]

EDITORIAL NOTE: For references to FR pages showing lists of flood elevation determinations, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at www.fdsys.gov.

§ 67.5 Right of appeal.

- (a) Any owner or lessee of real property, within a community where a proposed flood elevation determination has been made pursuant to section 1363 of the National Flood Insurance Act of 1968, as amended, who believes his property rights to be adversely affected by the Federal Insurance Administrator's proposed determination, may file a written appeal of such determination with the CEO, or such agency as he shall publicly designate, within ninety days of the second newspaper publication of the Federal Insurance Administrator's proposed determination.
- (b) [Reserved]

[41 FR 46989, Oct. 26, 1976. Redesignated at 44 FR 31177, May 31, 1979, as amended at 48 FR 44553, Sept. 29, 1983; 49 FR 4751, Feb. 8, 1984]

§ 67.6 Basis of appeal.

- (a) The sole basis of appeal under this part shall be the possession of knowledge or information indicating that the elevations proposed by FEMA are scientifically or technically incorrect. Because scientific and technical correctness is often a matter of degree rather than absolute (except where mathematical or measurement error or

changed physical conditions can be demonstrated), appellants are required to demonstrate that alternative methods or applications result in more correct estimates of base flood elevations, thus demonstrating that FEMA's estimates are incorrect.

(b) *Data requirements.* (1) If an appellant believes the proposed base flood elevations are technically incorrect due to a mathematical or measurement error or changed physical conditions, then the specific source of the error must be identified. Supporting data must be furnished to FEMA including certifications by a registered professional engineer or licensed land surveyor, of the new data necessary for FEMA to conduct a reanalysis.

(2) If an appellant believes that the proposed base flood elevations are technically incorrect due to error in application of hydrologic, hydraulic or other methods or use of inferior data in applying such methods, the appeal must demonstrate technical incorrectness by:

(i) Identifying the purported error in the application or the inferior data.

(ii) Supporting why the application is incorrect or data is inferior.

(iii) Providing an application of the same basic methods utilized by FEMA but with the changes itemized.

(iv) Providing background technical support for the changes indicating why the appellant's application should be accepted as more correct.

(v) Providing certification of correctness of any alternate data utilized or measurements made (such as topographic information) by a registered professional engineer or licensed land surveyor, and

(vi) Providing documentation of all locations where the appellant's base flood elevations are different from FEMA's.

(3) If any appellant believes the proposed base flood elevations are scientifically incorrect, the appeal must demonstrate scientific incorrectness by:

(i) Identifying the methods, or assumptions purported to be scientifically incorrect.

(ii) Supporting why the methods, or assumptions are scientifically incorrect.

(iii) Providing an alternative analysis utilizing methods, or assumptions purported to be correct.

(iv) Providing technical support indicating why the appellant's methods should be accepted as more correct and

(v) Providing documentation of all locations where the appellant's base flood elevations are different from FEMA's.

[48 FR 31644, July 1, 1983]

§ 67.7 Collection of appeal data.

(a) Appeals by private persons to the CEO shall be submitted within ninety (90) days following the second newspaper publication of the Federal Insurance Administrator's proposed flood elevation determination to the CEO or to such agency as he may publicly designate and shall set forth scientific or technical data that tend to negate or contradict the Federal Insurance Administrator's findings.

(b) Copies of all individual appeals received by the CEO shall be forwarded, as soon as they are received, to the Federal Insurance Administrator for information and placement in the Flood Elevation Determination Docket.

(c) The CEO shall review and consolidate all appeals by private persons and issue a written opinion stating whether the evidence presented is sufficient to justify an appeal on behalf of such persons by the community in its own name.

(d) The decision issued by the CEO on the basis of his review, on whether an appeal by the community in its own name shall be made, shall be filed with the Federal Insurance Administrator not later than ninety days after the date of the second newspaper publication of the Federal Insurance Administrator's proposed flood elevation determination and shall be placed in the FEDDD.

[41 FR 46989, Oct. 26, 1976. Redesignated at 44 FR 31177, May 31, 1979, as amended at 48 FR 44553, Sept. 29, 1983; 49 FR 4751, Feb. 8, 1984]

§ 67.8 Appeal procedure.

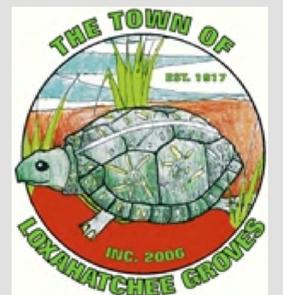
(a) If a community appeals the proposed flood elevation determination, the Federal Insurance Administrator

LOXAHATCHEE GROVES FEMA FLOOD ZONE



Legend

- Footprints in Flood Zone
- Building Footprints
- Structures in Flood Zone
- FoodZone AE EL 17.7' NAVD
- Lox Groves Parcels





Item 9.c.

OLD BUSINESS

Western Communities Council \$5,000 Donation

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 9.c.
MEETING DATE: 03/03/2015

PREPARED BY: William F. Underwood, II

SUBJECT: Western Communities Council Donation

1.BACKGROUND/HISTORY

Legislative History: Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion.

Problem Statement: A request made through Councilmen Rockett by the Western Communities Council (WCC) for another \$5,000 contribution would need to be authorized.

Problem Solution: Town Council should make a decision regarding the additional funding to the WCC.

The Town has previously participated in the funding of lobbyist by the WCC in support of completing the north extension of SR 7.

2.CURRENT ACTIVITY

The WCC is continuing to work in support of lobbying for the SR 7 completion. Councilman Rockett is the member of the WCC and advised the organization is again requesting financial support in its effort to secure the SR 7 north extension.

3.ATTACHMENTS

None

4.FINANCIAL IMPACT

Sufficient funds exist to fund this request. This contribution will be funded through the Legislative appropriation for Special Events/Contributions supplemented with additional funding from the same department and the Travel appropriation.

5.RECOMMENDED ACTION

Provide staff direction to fund the request.