



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA

TUESDAY, NOVEMBER 1, 2016

Mayor David Browning (Seat 4)

Vice-Mayor Tom Goltzené (Seat 5)

Councilman Ronald D. Jarriel (Seat 1)

Councilman Ryan Liang (Seat 3)

Councilman Todd McLendon (Seat 2)



Town of Loxahatchee Groves
Town Council Meeting

Tuesday, November 1, 2016 - 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.)

Town Hall, 155 "F" Road
Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4) **Town Manager William F. Underwood, II**
Vice Mayor Tom Goltzené (Seat 5) **Town Attorney Michael D. Cirullo, Jr.**
Councilman Ronald D. Jarriel (Seat 1) **Town Clerk Virginia M. Walton**
Councilman Ryan Liang (Seat 3)
Councilman Todd McLendon (Seat 2)

PUBLIC NOTICE/AGENDA

1. OPENING

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

MOTION	SECOND	VOTE
--------	--------	------

2. PUBLIC COMMENTS

3. CONSENT AGENDA

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Approval of October 2016 Goren Cherof Doody & Ezrol Invoices
- b. Resolution 2016-73 (Engaging Code Enforcement Special Magistrates)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO PROVIDE FOR AND TO APPOINT CODE ENFORCEMENT SPECIAL MAGISTRATES; APPOINTING PAUL J. NICOLETTI AS CODE ENFORCEMENT SPECIAL MAGISTRATE; APPOINTING KEITH W.

DAVIS AND JENNIFER ASHTON AS ALTERNATE FOR KEITH W. DAVIS OF THE LAW FIRM OF CORBETT, WHITE, DAVIS AND ASHTON, PA, AS CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR TERMS OF SERVICE; APPROVING RETAINER AGREEMENTS WITH PAUL J. NICOLETTI AND CORBETT, WHITE, DAVIS AND ASHTON, PA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

c. Resolution 2016-74 (Adopting FY 2016 Budget Amendment)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

d. Resolution No. 2016-75 (Keshavarz Change Order for B Road Improvements)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CHANGE ORDER #3 FOR "B" ROAD IMPROVEMENTS, TO KESHARARZ & ASSOCIATES, IN THE AMOUNT OF \$11,050.50; AND PROVIDING FOR AN EFFECTIVE DATE.

e. Resolution No. 2016-76 (Hardrives Change Orders #5 and #6)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CHANGE ORDERS #5 AND #6 FOR "B" ROAD PAVEMENT SURFACING, TO HARDRIVES OF DELRAY, INC. d/b/a HARDRIVES, INC., FOR A NEW TOTAL CONTRACT PRICE OF \$1,127,180.80; AND PROVIDING FOR AN EFFECTIVE DATE.

f. Authorization to engage a Bond Counsel and Structure Referendum Language for Road Construction Bond

g. Authorization for Town Manager and Town Attorney to take whatever steps necessary to establish the intent for a non-ad valorem assessment for non-residential solid waste to be placed on the tax bills commencing in 2018.

MOTION	SECOND	VOTE
---------------	---------------	-------------

4. PRESENTATIONS

5. OLD BUSINESS

(continued from 10/18/2016 agenda)

a. Discussion and Responses to OIG Audit Report 2016-A-0004 - Town of Loxahatchee Groves Audit of Contracts, Vendors and Fixed Assets.

MOTION	SECOND	VOTE
---------------	---------------	-------------

6. NEW BUSINESS

- a. Approval of LRM Work Order – Comprehensive Plan Amendments

MOTION	SECOND	VOTE
---------------	---------------	-------------

Quasi-Judicial Hearing

- b. ORDINANCE NO. 2016-09 (FIRST READING) (continued from 10/18/2016 agenda)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA COMPREHENSIVE PLAN, IN ACCORDANCE WITH SECTION 163.3184(3) FLORIDA STATUTES TO ADD SPECIAL POLICY 1.15.7 TO THE TEXT OF THE FUTURE LAND USE ELEMENT RELATING TO FUTURE LAND USE WITHIN THE AREA DEFINED BY THE FOLLOWING FEATURES: COLLECTING CANAL (NORTH); SOUTHERN BOULEVARD (SOUTH); “C” ROAD (EAST); AND “B” ROAD (WEST); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
---------------	---------------	-------------

Quasi-Judicial Hearing

- c. ORDINANCE NO. 2016-10 (FIRST READING)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE TOWN’S UNIFIED LAND DEVELOPMENT CODE; AMENDING PART I, ENTITLED “ADMINISTRATION AND DEFINITIONS,” ARTICLE 10 ENTITLED “DEFINITIONS, ABBREVIATIONS, AND CONSTRUCTION OF TERMS”, SECTION 10-015, ENTITLED “DEFINITIONS,” TO DELETE THE DEFINITION OF MOBILE HOME AND ADD THE DEFINITIONS OF MANUFACTURED HOME AND MODULAR HOME, AND TO AMEND PART II, ENTITLED “ZONING DISTRICTS,” ARTICLE 20 ENTITLED “RESIDENTIAL ZONING DISTRICTS,” SECTION 20-015, ENTITLED “PERMITTED USES” BY DELETING MOBILE HOME AND CONGREGATE LIVING FACILITY, TYPE I AS PRINCIPAL USES AND ADDING MANUFACTURED HOME AND MODULAR HOME AS PRINCIPAL USES IN THE AR ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
---------------	---------------	-------------

- d. 8th Place North Access Restriction (continued from 10/18/2016 agenda)

MOTION	SECOND	VOTE
---------------	---------------	-------------

- e. Hiring of outside Counsel and Code Investigator – Re: McLendon Code Enforcement Case (continued from 10/18/2016 agenda)

MOTION	SECOND	VOTE
---------------	---------------	-------------

- f. Resolution No. 2016-77 (Phase 2 Proposal for Road Maintenance Maps)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING PREPARATION OF PHASE 2 SURVEYS FOR ACQUISITION OF ROAD RIGHT-OF-WAY TO KESHARARZ & ASSOCIATES, IN THE AMOUNT OF \$98,542.40; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
---------------	---------------	-------------

7. COMMITTEE REPORTS

- a. FAAC Report for June and July
Chair: Anita Kane
- b. RETGAC Report
Chair: Bill Louda

8. MANAGER’S REPORT – Town Manager Underwood

(continued from 10/18/2016 agenda)

- a. Agenda Item Report – Updates on various activities and issues concerning the Town
- b. Revised Preliminary EAP – FEMA (For Information Purpose Only)
- c. Request by Loxahatchee Groves Water Control District to hold a Joint Meeting on November 14, 2016 at 6:30 PM at Water Control District Offices.

MOTION	SECOND	VOTE
---------------	---------------	-------------

9. COUNCIL REPORTS

(continued from 10/18/2016 agenda)

- a. Councilman Ron Jarriel
 - 1. Discussion and direction on possible Interlocal Agreement with Loxahatchee Groves Water Control District for grading, hedging, mowing and emergency call in services.

MOTION	SECOND	VOTE
---------------	---------------	-------------

(continued from 10/18/2016 agenda)

- b. Councilman Todd McLendon
 - 1. Discussion and direction on Model Zoning Code Ordinance – Re: Reducing pollution

MOTION	SECOND	VOTE
---------------	---------------	-------------

2. Consideration to authorize Town Attorney to prepare necessary language that would allow Town residents to opt out of Florida State Statute Chapter 381.00655 “Connection of existing onsite sewage treatment and disposal systems to central sewerage system; requirements.
3. Authorization for Town Attorney to prepare necessary language relative to streamlining ULDC Committee

MOTION	SECOND	VOTE
---------------	---------------	-------------

- c. Vice Mayor Tom Goltzené
 1. Discussion and direction on possible new Land Use and Zoning Districts

10. CLOSING COMMENTS

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

11. ADJOURNMENT

The next Meeting is scheduled for December 6, 2016 @ 7:00 p.m. at Town Hall

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.

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

Page: 1
10/26/2016
ACCOUNT NO: 1574-0702400
STATEMENT NO: 12303

Attn: William F. Underwood, II - Town Manager

General Matters



			HOURS
10/03/2016	SCW	Research regarding unrecorded maps. Draft summary of research.	1.90
	MDC	Continue reviewing items for 10/5 meeting.	0.30
10/04/2016	MDC	Review draft ad for pubic hearing on Annexation, Land Use, Rezoning, provide comments to JF; telephone conference with BU	1.10
10/05/2016	MDC	Pull and review statute and Town code Re: emergency powers and purchasing, advise Town Officials	0.30
10/07/2016	MDC	Miscellaneous review of items for 10/18 meeting	0.30
10/10/2016	MDC	Review materials for code magistrate, prepare resolution and retainer agreements for magistrate; review annexation items for 10/18 meeting.	1.70
10/11/2016	MDC	Continue reviewing Annexation items; revise special magistrate agreements; review additional items for 10/18 meeting; telephone with BU Re: building permit matter.	1.20
10/12/2016	MDC	Review ULDC ordinance research statutes on related issues, notice matters; review Building Code matters per BU; review subpoena issues, telephone conference with BU, JF, review and revise meeting schedule resolution.	2.50
10/13/2016	MDC	Review agenda materials, telephone conference with BU Re: building plan review matters.	0.60
10/17/2016	MDC	Continue reviewing agenda and addenda to agenda, telephone conference with PU; review emails Re: roads, B Road code matters; miscellaneous telephone conference on agenda items; review draft deed from LGWCD Re: North Road.	2.00
10/18/2016	MDC	Review updated agenda materials; miscellaneous telephone conference with Council; review and research in preparation for meeting; attend Town Council meeting.	6.40
10/19/2016	MDC	Review materials from 10/18 meeting; miscellaneous telephone conference with Council, BU; revise resolutions; telephone conference with BS (PBSC)	1.80
10/20/2016	MDC	Review materials, meet with BU at Town Hall to review 11/1 meeting items,	

General Matters

			HOURS	
		miscellaneous open matters.	3.70	
10/21/2016	MDC	Revise magistrate contracts; telephone conference with JF Re: zoning inquiries; telephone conference with BU on pending matters; telephone conference with Paul Nicolette; telephone conference with Keith Davis.	1.30	
10/24/2016	MDC	Review special magistrate agreements, status of 11/1 agenda matters; telephone conference with VW on testimony.	0.50	
10/25/2016	MDC	Review agenda items for 11/01; telephone conference with BU on release of escrow checks (Lox Groves Commons); telephone conference with BU on referendum matters (debt); telephone conference with BU, VW, re: 2017 municipal election deadlines and SOE Agreement status.	0.90	
		FOR CURRENT SERVICES RENDERED	<u>26.50</u>	<u>5,432.50</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	24.60	\$205.00	\$5,043.00
SHARI C. WALLEN	1.90	205.00	389.50

Color photocopies	4.90
Photocopies	94.85
TOTAL EXPENSES THRU 10/25/2016	<u>99.75</u>
TOTAL CURRENT WORK	5,532.25
BALANCE DUE	<u>\$5,532.25</u>

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3b.

MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Engaging Code Enforcement Magistrate

1. BACKGROUND/HISTORY

Problem Statement: Town Council interviewed and selected Paul J. Nicoletti, Esq. Attorney at Law and Corbett, White, Davis and Ashton, P.A. to be engaged as code enforcement special magistrates.

Problem Solution: Approve engagement letters for code enforcement magistrates.

The Town requested letters of interest for code enforcement magistrate to be received by the August 2016 deadline. Three responses were received. Presentations were made to the Town Council at its September 20, 2016, regular meeting. Town Council approved engaging two firms to provide code enforcement special magistrate services and instructed staff to negotiate an agreement with both firms.

2. CURRENT ACTIVITY

The Town Attorney and Town Manager worked with the selected vendors to negotiate a common engagement letter that each could agree. Both parties agreed to an engagement letter to be approved by the Town Council.

The agreements provide for an hourly rate of \$175 plus a four percent (4%) administrative fee or the potential of \$182 per hour. There is a Council non-interference clause included and staff will be meeting with the magistrates to determine presentation methodologies.

3. ATTACHMENTS

Resolution 2016-73 Authorizing the Mayor to execute engagement letters
Engagement letter with Paul J. Nicoletti, Esq. Attorney at Law
Engagement letter with Corbett, White, Davis and Ashton, P.A.

4. FINANCIAL IMPACT

The FY 2017 budget appropriates \$7,500 in department 22, Code Enforcement.

5. RECOMMENDED ACTION

Motion to adopt Resolution 2016-73.

RESOLUTION NO. 2016-73

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO PROVIDE FOR AND TO APPOINT CODE ENFORCEMENT SPECIAL MAGISTRATES; APPOINTING PAUL J. NICOLETTI AS CODE ENFORCEMENT SPECIAL MAGISTRATE; APPOINTING KEITH W. DAVIS AND JENNIFER ASHTON AS ALTERNATE FOR KEITH W. DAVIS OF THE LAW FIRM OF CORBETT, WHITE, DAVIS AND ASHTON, PA, AS CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR TERMS OF SERVICE; APPROVING RETAINER AGREEMENTS WITH PAUL J. NICOLETTI AND CORBETT, WHITE, DAVIS AND ASHTON, PA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town issued a Request for Letters of Interest for Municipal Code Enforcement Magistrate and Hearing Services for the Town; and,

WHEREAS, after reviewing the respondents, the Town Council selected Paul J. Nicoletti, and Keith W. Davis and Jennifer Ashton as alternate for Keith W. Davis of the law firm of Corbett, White, Davis and Ashton, PA, as Code Enforcement Special Magistrate, to serve as Code Enforcement Special Magistrates for the Town; and,

WHEREAS, the Town Council finds it in the best interest of the Town to appoint Paul J. Nicoletti, and Keith W. Davis and Jennifer Ashton as alternate for Keith W. Davis of the law firm of Corbett, White, Davis and Ashton, PA, as Code Enforcement Special Magistrates for the Town, and to approve retainer agreements for such service as attached hereto.

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

SECTION 1. The aforementioned “WHEREAS” clauses are hereby ratified as true and correct and incorporated herein.

SECTION 2. The Town Council of the Town of Loxahatchee Groves appoints Paul J. Nicoletti, and Keith W. Davis and Jennifer Ashton as alternate for Keith W. Davis of the law

firm of Corbett, White, Davis and Ashton, PA, as Code Enforcement Special Magistrates for the Town

SECTION 3. The initial terms of service for the appointed Code Enforcement Special Magistrates shall be through September 30, 2018, and thereafter subject to reappointment on an annual basis by the Town Council.

SECTION 4. The retainer agreement with Paul J. Nicoletti, attached hereto as Exhibit “A”, is hereby approved and the execution thereof is hereby authorized.

SECTION 5. The retainer agreement with the law firm of Corbett, White, Davis and Ashton, PA, attached hereto as Exhibit “B”, is hereby approved and the execution thereof is hereby authorized.

SECTION 6. SEVERABILITY. 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 in no way affecting the validity of the other provisions of this Resolution.

SECTION 7. CONFLICTS. That all prior Resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RONALD JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida, this ____ day of _____, 2016.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Virginia Walton, Town Clerk

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Tom Goltzené

Office of the Town Attorney

Council Member Ron Jarriel

Council Member Ryan Liang

Council Member Todd McLendon

EXHIBIT "A"
RETAINER AGREEMENT WITH PAUL J. NICOLETTI

RETAINER AGREEMENT

THIS RETAINER AGREEMENT is entered into this _____ day of _____, 2016, by and between **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a municipal corporation, (“Town”) and **PAUL J. NICOLETTI** (“Special Magistrate”).

WITNESSETH:

WHEREAS, the Town requires an attorney to serve as a special magistrate to conduct code enforcement hearings; and

WHEREAS, the Special Magistrate continues to be a current member in good standing of The Florida Bar; and

WHEREAS, the Town has appointed the Special Magistrate to provide services pursuant to this Agreement, as authorized by Florida law.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. General Scope of Services

- a. All proceedings and duties of the Special Magistrate are authorized pursuant to Florida Statutes, and including, but not limited to Chapter 162, Florida Statutes, Chapter 2006-328, Laws of Florida, the Charter of the Town of Loxahatchee Groves, the Loxahatchee Groves Unified Land Development Code (ULDC), and Ordinance 2011-09. The Special Magistrate shall be charged with conducting proper hearings on alleged violations of any municipal ordinance of the Town of Loxahatchee Groves.
- b. The Special Magistrate shall conduct all hearings in accordance with applicable law, and coordinate the scheduling of such hearings with the Town staff. At the conclusion of the hearings, the Special Magistrate shall prepare and render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law.
- c. The Special Magistrate’s services are non-exclusive. The choice of Special Magistrate for any particular month or hearing is at the sole discretion of the Town. Nothing herein shall be understood or interpreted by the Special Magistrate as guaranteeing the Special Magistrate a defined number of hours per month or annually, if any.

II. Compensation

- a. The Special Magistrate shall be compensated for work completed at the rate of two hundred dollars (\$175.00) per hour for hearings, legal research services, and preparation of orders.
- b. The Special Magistrate shall also be permitted to charge the Town an administrative fee of four percent (4%) to cover the costs of copies, faxes, legal research and other administrative activities.

III. Billing

A statement for magistrate services rendered shall be provided on a regular basis and at least quarterly. The Special Magistrate will structure the billing to identify the hours billed for each hearing, task, or issue. The Town agrees to pay all invoices within thirty (30) days, in accordance with the Local Government Prompt Payment Act. Service statements shall be sent to:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470-4949

IV. Professional Independence of the Special Magistrate

- a. It is understood and agreed that the Special Magistrate is not an employee of the Town. The Special Magistrate is, and shall remain, an independent professional contractor with respect to all services performed under this Agreement. No partnership or joint relationship between the Town and the Special Magistrate is created or intended by this Agreement. Pursuant to Section IV.b. below, it is also intended that the Special Magistrate shall function as an independent party.
- b. The Town Council for itself, its employees and contractors, agrees that once a magistrate is appointed and accepts appointment, no member of the town council, no town employee, no town consultant, or other person, including a respondent or respondent's representative, shall have any ex parte communication with a magistrate concerning any item before the magistrate, or seek to influence, by any means, the outcome of any matter which shall come before a magistrate, except at a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any town employee or contractor assigned to assist a magistrate in the performance of strictly administrative or ministerial duties.

V. Assignment

This is an Agreement for unique personal services and the Special Magistrate's obligation hereunder is not assignable. The Special Magistrate shall not assign, or transfer, this Agreement, or any interest in any portion of same, without the prior written consent of the Town.

public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Special Magistrate does not transfer the records to the Town.

- (d) Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Special Magistrate or keep and maintain public records required by the Town to perform the service. If the Special Magistrate transfers all public records to the Town upon completion of the contract, the Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records upon completion of the contract, the Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418
vwalton@loxahatcheegrovesfl.gov**

IX. Amendment

This Agreement may be amended only with the written approval of the parties, with approval by the Town by Resolution of the Town Council.

X. Complete Agreement

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

XI. Situs; Venue

This Agreement shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit in Palm Beach County for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Virginia M. Walton
Town Clerk

David Browning, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Michael D. Cirullo, Jr.
Town Attorney

WITNESSES:

SPECIAL MAGISTRATE

Printed Name

Paul J. Nicoletti

Printed Name

EXHIBIT "B"
RETAINER AGREEMENT CORBETT, WHITE, DAVIS AND ASHTON, PA

RETAINER AGREEMENT

THIS RETAINER AGREEMENT is entered into this _____ day of _____, 2016, by and between **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a municipal corporation, (“Town”) and **CORBETT, WHITE, DAVIS AND ASHTON, P.A.** (“CWDA”).

WITNESSETH:

WHEREAS, the Town requires an attorney to serve as a special magistrate to conduct code enforcement hearings; and

WHEREAS, Keith Davis and Jennifer Ashton are attorneys with CWDA, and continue to be current members in good standing of The Florida Bar; and

WHEREAS, the Town has appointed Keith Davis as Special Magistrate, and Jennifer Ashton to serve as an alternate to Keith Davis, to provide services pursuant to this Agreement, as authorized by Florida law.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. General Scope of Services

- a. Keith Davis, Esquire shall serve as Special Magistrate, and Jennifer Ashton, Esquire, shall serve as an alternate to Keith Davis.
- b. All proceedings and duties of the Special Magistrate are authorized pursuant to Florida Statutes, and including, but not limited to Chapter 162, Florida Statutes, Chapter 2006-328, Laws of Florida, the Charter of the Town of Loxahatchee Groves, the Loxahatchee Groves Unified Land Development Code (ULDC), and Ordinance 2011-09. The Special Magistrate shall be charged with conducting proper hearings on alleged violations of any municipal ordinance of the Town of Loxahatchee Groves.
- c. The Special Magistrate shall conduct all hearings in accordance with applicable law, and coordinate the scheduling of such hearings with the Town staff. At the conclusion of the hearings, the Special Magistrate shall prepare and render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law.
- d. The Special Magistrate’s services are non-exclusive. The choice of Special Magistrate for any particular month or hearing is at the sole discretion of the Town. Nothing herein shall be understood or interpreted by CWDA as guaranteeing the Special Magistrate a defined number of hours per month or annually, if any.

II. Compensation

- a. CWDA shall be compensated for work completed at the rate of one hundred seventy-five dollars (\$175.00) per hour for hearings, legal research services, and preparation of orders.
- b. CWDA shall also be permitted to charge the Town an administrative fee of four percent (4%) to cover the costs of copies, faxes, and other administrative activities.

III. Billing

A statement for magistrate services rendered shall be provided on a regular basis and at least quarterly. CWDA will structure the billing to identify the hours billed for each hearing, task, or issue. The Town agrees to pay all invoices within thirty (30) days, in accordance with the Local Government Prompt Payment Act. Service statements shall be sent to:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470-4949

IV. Professional Independence of the Special Magistrate

- a. It is understood and agreed that the Special Magistrate is not an employee of the Town. The Special Magistrate is, and shall remain, an independent professional contractor with respect to all services performed under this Agreement. No partnership or joint relationship between the Town and the Special Magistrate is created or intended by this Agreement. Pursuant to Section IV.b. below, it is also intended that the Special Magistrate shall function as an independent party.
- b. The Town Council for itself, its employees and contractors, agrees that once a magistrate is appointed and accepts appointment, no member of the town council, no town employee, no town consultant, or other person, including a respondent or respondent's representative, shall have any ex parte communication with a magistrate concerning any item before the magistrate, or seek to influence, by any means, the outcome of any matter which shall come before a magistrate, except at a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any town employee or contractor assigned to assist a magistrate in the performance of strictly administrative or ministerial duties.

V. Assignment

This is an Agreement for unique personal services by Keith Davis and Jennifer Ashton, and the Special Magistrate's obligation hereunder is not assignable. CWDA shall not assign, or transfer, this Agreement, or any interest in any portion of same, or change the identified attorneys for Special Magistrate work for the Town, without the prior written consent of the Town.

VI. Conflicts

In the event a legal conflict arises between CWDA and any respondent, CWDA shall immediately advise the Town Clerk of such conflict, and Keith Davis and Jennifer Ashton shall recuse himself or herself, and take no further action in the case.

VII. Term and Termination

- a. This Agreement shall be effective upon approval by the Town Council, through September 30, 2018, and thereafter may be renewed on an annual basis upon appointment by the Town Council and acceptance by CWDA.
- b. Either party may terminate this Agreement by giving notice in writing to the other party at least sixty (60) days prior to the intended termination date. If this Agreement is terminated, CWDA shall be paid for work performed up to the date of termination that does not involve misfeasance, malfeasance or nonfeasance in office.
- c. All notices shall be given by certified mail, return receipt requested, or another method where receipt can be confirmed, at the following addresses, unless amended in writing:

For Town to: Town Manager
155 F Road
Loxahatchee Groves, FL 33470-4949
wunderwood@loxahatcheegrovesfl.gov

For CWDA to: Keith Davis
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 333407
Keith@cwda-legal.com

VIII. Public Records

Pursuant to, and consistent with Florida's public records laws, including §119.0701(2), Florida Statutes, CWDA shall:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town Clerk, provide the Town a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the contract term and following completion of the contract if CWDA does not transfer the records to the Town.

- (d) Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of CWDA or keep and maintain public records required by the Town to perform the service. If CWDA transfers all public records to the Town upon completion of the contract, CWDA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CWDA keeps and maintains public records upon completion of the contract, CWDA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

TOWN CLERK
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418
rwalton@loxahatcheegrovesfl.gov

IX. Amendment

This Agreement may be amended only with the written approval of the parties, with approval by the Town by Resolution of the Town Council.

X. Complete Agreement

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

XI. Situs; Venue

This Agreement shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit in Palm Beach County for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Virginia M. Walton
Town Clerk

David Browning, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Michael D. Cirullo, Jr.
Town Attorney

WITNESSES:

**CORBETT, WHITE, DAVIS AND
ASHTON, P.A.**

Printed Name

Keith Davis

Printed Name

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 3c

MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, II

SUBJECT: FY 2016 End of Year Budget Amendment

1. BACKGROUND/HISTORY

Problem Statement: The Town Council needs to reallocate its Fiscal Year 2016 budget appropriation requests.

Problem Solution: Provide the Council with a reallocated Fiscal Year 2016 budget amendment.

Annually, the Council establishes a budget appropriation and estimated revenues to meet the needs of its citizens. The Council periodically amends its operating budgets for the Town in all of its funds (General Fund, Transportation Fund, Capital Improvement Fund, and Solid Waste Fund).

2. CURRENT ACTIVITY

Staff continually reviews both revenue and expenditures of the Town to monitor that revenues are within estimates and appropriations provide sufficient funds to match expenditures.

3. ATTACHMENTS

Resolution No. 2016-74 Amending the Fiscal Year 2016 Annual Budget

4. FINANCIAL IMPACT

Total Appropriations are reduced more than \$280,000 to \$6,924,802.

5. RECOMMENDED ACTION

Motion to approve Resolution No. 2016-74 amending the Fiscal Year 2016 Annual Budget

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-74

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.241(4), Florida Statutes, the Town may amend its adopted budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, at any time within a fiscal year, and

WHEREAS, the Town Management has concluded a review of the budget and expenditures during the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, and is recommending amendments to the Town's budget as set forth in **Exhibit "A"** hereto.

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 Town's adopted budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, is hereby amended as set forth in **Exhibit "A"**, attached hereto and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

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

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

	Aye	Nay	Absent
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF NOVEMBER 2016.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor David Browning

Virginia Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ron Jarriel

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon

EXHIBIT "A"

**(BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1,
2015
AND ENDING ON SEPTEMBER 30,
2016)**

**All Funds
Fiscal Year 2015-16**

Fund #		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
--------	--	------------------------------	-------------------	------------------------------

ESTIMATED REVENUES				
---------------------------	--	--	--	--

001	GENERAL FUND	1,591,558	73,521	1,665,079
101	TRANSPORTATION FUND	1,506,571	79,929	1,586,500
305	CAPITAL IMPROVEMENT FUND	3,661,486	(420,678)	3,240,808
405	SOLID WASTE FUND	448,218	(15,803)	432,415
Total Estimated Revenue		7,207,833	(283,031)	6,924,802

APPROPRIATIONS				
-----------------------	--	--	--	--

001	GENERAL FUND	1,591,558	73,521	1,665,079
101	TRANSPORTATION FUND	1,506,571	79,929	1,586,500
305	CAPITAL IMPROVEMENT FUND	3,661,486	(420,678)	3,240,808
405	SOLID WASTE FUND	448,218	(15,803)	432,415
Total Appropriations		7,207,833	(283,031)	6,924,802

**GENERAL FUND:
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
ESTIMATED REVENUES				
TAXES				
001-311-100-000	AD VALOREM TAXES @ 1.2000	311,616	3,084	314,700
	TAXES SUBTOTAL	311,616	3,084	314,700
001-314-100-000	ELECTRIC UTILITY TAX	233,000	57,060	290,060
001-315-100-000	COMMUNICATION SERVICES TAX	91,919	4,755	96,674
001-316-200-000	COUNTY OCCUPATIONAL LICENSES	6,000	3,688	9,688
	TAXES SUBTOTAL	330,919	65,503	396,422
001-323-100-000	FPL FRANCHISE FEE	200,000	(8,713)	191,287
001-323-125-000	HAULER LICENSING FEE	1,050	465	1,515
001-323-300-000	PBC WATER UTILITY FRANCHISE FEE	14,000	95,063	109,063
001-329-100-000	PLANNING & ZONING PERMIT	7,000	21,616	28,616
	PERMITS, FRANCHISE FEES & SPECIAL SUBTOTAL	222,050	108,431	330,481
001-335-120-000	STATE REVENUE SHARING	90,890	(4,030)	86,860
001-335-180-000	HALF CENT SALES TAX	260,461	8,780	269,241
	INTERGOVERNMENTAL REVENUE SUBTOTAL	351,351	4,750	356,101
001-341-000-000	GENERAL GOVERNMENT CHARGES	3,000	2,782	5,782
001-343-349-000	COST RECOVERY FEES	47,000	49,238	96,238
	CHARGES FOR SERVICES	50,000	52,020	102,020
001-351-100-000	COURT FINES	-	-	
001-354-100-000	CODE ENFORCEMENT FINES	1,000	10,351	11,351
	JUDGEMENTS, FINES & FORFEITS SUBTOTAL	1,000	10,351	11,351
MISCELLANEOUS				
001-361-100-000	INTEREST	200	485	685
001-366-100-000	Contributions and Donations Private Sources	7,000	(7,000)	0
001-369-000-000	OTHER MISC INCOME	300	97	397
	OTHER MISC. REVENUE SUBTOTAL	7,500	(6,418)	1,082
001-381-305-000	INTER-FUND TRANSFER IN CIP	-	-	
001-385-100-000	TRANSFER FROM SANITATION FUND	-	-	
001-399-000-000	TRANSFER FROM FUND BALANCE	317,122	(164,200)	152,922
	OTHER NON-OPERATING SOURCES TOTAL	317,122	(164,200)	152,922
	GRAND TOTAL REVENUE	1,591,558	73,521	1,665,079

**GENERAL FUND:
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
APPROPRIATIONS				
LEGISLATIVE				
001-511-310-000	PROFESSIONAL SERVICES	10,400	-	10,400
001-511-400-000	TRAVEL	3,000	1,800	4,800
001-511-410-000	COMMUNICATION SERVICES	6,395	305	6,700
001-511-492-000	OTHER OPERATING EXPENSES	1,500	-	1,500
001-511-499-000	OTHER CURRENT CHARGES - New Town Counsel Compensaton	37,500	(2,500)	35,000
001-511-500-000	EDUCATION AND TRAINING	1,000	(500)	500
001-511-510-000	OFFICE SUPPLIES	500	200	700
001-511-520-000	OPERATING SUPPLIES	500	(400)	100
001-511-540-000	BOOKS, PUBLICATIONS AND DUES	2,500	3,500	6,000
001-511-820-000	SPECIAL EVENTS/CONTRIBUTIONS	8,700	(3,900)	4,800
LEGISLATIVE TOTAL		71,995	(1,495)	70,500
EXECUTIVE				
001-512-340-000	OTHER SERVICES	280,546	-	280,546
001-512-400-000	TRAVEL	7,001	(5,201)	1,800
001-512-410-000	COMMUNICATION SERVICES	4,399	(4,199)	200
001-512-420-000	POSTAGE & FREIGHT	1,000	1,500	2,500
001-512-490-000	LEGAL ADVERTISING - (New)	700	5,300	6,000
001-512-492-000	OTHER OPERATING EXPENSES	7,044	(6,444)	600
001-512-493-000	ELECTION EXPENSE	8,010	2,990	11,000
001-512-510-000	OFFICE SUPPLIES	12,000	5,000	17,000
001-512-540-000	BOOKS, PUBLICATIONS AND DUES	570	(70)	500
EXECUTIVE TOTAL		321,270	(1,124)	320,146
FINANICAL AND ADMINSTRATIVE				
001-513-320-000	ACCOUNTING AND AUDITING	18,000	(1,300)	16,700
001-513-470-000	PRINTING AND BINDING	1,396	(896)	500
001-513-490-000	LEGAL ADVERTISING	2,000	2,000	4,000
001-513-491-000	COMPUTER SERVICES	11,820	(1,820)	10,000
FINANICAL AND ADMINSTRATIVE TOTAL		33,216	(2,016)	31,200
LEGAL COUNSEL				
001-514-310-000	PROFESSIONAL SERVICES	90,000	25,000	115,000
LEGAL SERVICES TOTAL		90,000	25,000	115,000
PLANNING & ZONING				
001-515-310-000	PROFESSIONAL SERVICES	40,000	(22,000)	18,000
001-515-340-000	OTHER SERVICES	83,822	-	83,822
001-515-343-000	PLANNING & ZONING CONTRACT	20,000	2,000	22,000
001-515-347-000	COMPREHENSIVE PLAN	15,000	(15,000)	-
001-515-349-000	COST RECOVERY EXPENDITURES	47,000	68,000	115,000
001-515-490-000	LEGAL ADVERTISING - (New)	10,000	(5,000)	5,000
COMPREHENSIVE PLANNING AND ZONING TOTAL		215,822	28,000	243,822

**GENERAL FUND:
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
OTHER GENERAL GOVERNMENT				
001-519-315-000	SPECIAL MAGISTRATE	10,000	(9,655)	345
001-519-340-000	OTHER SERVICES	4,600	(600)	4,000
001-519-354-000	CODE COMPLIANCE	20,000	15,333	35,333
001-519-410-000	COMMUNICATION SERVICES	11,100	(2,600)	8,500
001-519-420-000	UTILITIES	10,560	(4,760)	5,800
001-519-440-000	RENTALS AND LEASES	10,300	(4,400)	5,900
001-519-450-000	INSURANCE	31,000	2,000	33,000
001-519-460-000	R & M BUILDINGS	4,200	10,968	15,168
001-519-470-000	PRINTING AND BINDING	-	0	-
001-519-480-000	PROMOTIONAL ACTIVITIES	-	-	-
001-519-490-000	COMPUTER REPAIR	5,500	(4,200)	1,300
001-519-491-000	COMPUTER SERVICES	7,292	1,208	8,500
001-519-492-000	OTHER OPERATING EXPENSES	-	-	-
001-519-494-000	INSPECTOR GENERAL OFFICE FEE	5,300	(5,300)	-
001-519-610-000	LAND ACQUISITION	-	-	-
001-519-620-000	BUILDINGS	21,410	(11,265)	10,145
001-519-820-000	LOXAHATCHEE GROVES CERT	2,000	(1,963)	37
001-519-900-000	TRANSFER TO TRANSPORTATION FUND	-	57,099	57,099
001-519-910-000	TRANSFER TO SANITATION FUND	115,583	(18,709)	96,874
001-519-920-000	TRANSFER TO CAPITAL PROJECTS FUND	296,664	15,000	311,664
001-519-990-000	CONTINGENCY	-	-	-
001-519-998-000	TRANSFER TO GENERAL FUND-FUND BALANCE	-	-	-
OTHER GENERAL GOVERNMENT SERVICES TOTAL		555,509	38,156	593,665
LAW ENFORCEMENT				
001-521-341-000	PROFESSIONAL SERVICES-PBSO	10,000	(8,000)	2,000
001-521-342-000	CONTRACTUAL-ADDL PBSO	288,746	-	288,746
LAW ENFORCEMENT TOTAL		298,746	(8,000)	290,746
PUBLIC WORKS				
001-539-340-000	PROFESSIONAL SERVICES	5,000	(5,000)	-
001-539-310-000	OTHER SERVICES	-	-	-
PUBLIC WORKS TOTAL		5,000	(5,000)	-
GRAND TOTAL EXPENDITURES		1,591,558	73,521	1,665,079

**Transportation Fund
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
----------------	--	------------------------------	-------------------	------------------------------

ESTIMATED REVENUES

101-312-410-000	FIRST LOCAL OPTION FUEL TAX (6 CENT)	249,245	16,499	265,744
101-312-420-000	SECOND LOCAL OPTION FUEL (5 CENT)	117,326	6,331	123,657
101-363-990-000	CONTRIBUTION FROM GENERAL FUND	-	57,099	57,099
101-399-000-000	TRANSFER FROM FUND BALANCE (6 CT)	1,140,000	-	1,140,000
Total Revenue		1,506,571	79,929	1,586,500

APPROPRIATIONS

101-541-467-000	TRAFFIC CONTROL SIGNS - 6 c	15,000	(4,000)	11,000
101-541-468-000	TOWN ROADS MAINT. - 6 c	322,833	142,167	465,000
101-541-469-000	ROAD MAINTENANCE DISTRICT - 6 c	93,738	16,762	110,500
101-541-631-000	ROAD AND STREETS - NEW CONSTRUCTION - 5 c	-	-	-
101-541-632-000	SPECIAL PROJECTS	75,000	(75,000)	-
101-541-633-000	22nd ROAD DITCH	-	-	-
101-541-634-000	148th TERR BRIDGE(5)/CULVERT	-	-	-
101-541-920-000	TRANSFER TO CAPITAL PROJECTS	1,000,000	-	1,000,000
101-541-990-000	TRANSFER TO FUND BALANCE (5 CT)	-	-	-
101-541-996-000	TRANSFER TO FUND BALANCE (6 CT)	-	-	-
Total Expenditure		1,506,571	79,929	1,586,500

CAPITAL IMPROVEMENT FUND
Fiscal Year 2015-16

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
----------------	--	------------------------------	-------------------	------------------------------

ESTIMATED REVENUES

305-363-990-000	CONTRIBUTION FROM GENERAL FUND	296,664	15,000	311,664
305-363-991-000	CONTRIBUTION FROM TRANSPORTATION FUND	1,000,000	-	1,000,000
305-366-305-000	CONTRIBUTIONS AND DONATIONS	1,211,741	(455,678)	756,063
305-399-000-000	TRANSFER FROM FUND BALANCE	1,153,081	20,000	1,173,081
Total Revenue		3,661,486	(420,678)	3,240,808

APPROPRIATIONS

001-519-990-000	CONTINGENCY	-	2,062,643	2,062,643
305-541-610-000	SURVEYING TOWN ROADS	100,000	100	100,100
305-541-620-000	"B" Road OGEM Improvements	1,211,741	(397,310)	814,431
305-541-630-000	Town Roads	1,000,000	(1,000,000)	-
305-541-640-000	Drainage	1,150,000	(1,018,307)	131,693
305-541-650-000	Trails	40,000	(39,681)	319
305-541-652-000	Trails - Town	130,852	(28,123)	102,729
305-541-654-000	Purchase Roads from LGWCD	28,893	-	28,893
305-581-001-000	Inter-fund Transfer Out Gen. Fund	-	-	-
Total Expenditure		3,661,486	(420,678)	3,240,808

**Solid Waste Fund
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
----------------	--	------------------------------	-------------------	------------------------------

ESTIMATED REVENUES

405-325-205-000	SOLID WASTE ASSESSMENTS (1,260 units)	337,253	7,348	344,601
405-325-206-000	DISCOUNT FEES	(10,118)	(152)	(10,270)
405-343-120-000	SWA RECYCLING INCOME	5,500	(4,290)	1,210
405-361-100-000	INTEREST	-	-	-
405-363-990-000	CONTRIBUTION FROM GENERAL FUND	115,583	(18,709)	96,874
405-399-000-000	TRANSFER FROM FUND BALANCE	-	-	-
Total Revenue		448,218	(15,803)	432,415

APPROPRIATIONS

405-534-345-000	CONTRACTUAL-WASTE OVERSIGHT	-	-	-
405-534-346-000	PBC ADMINISTRATION FEE 1%	3,373	(1,953)	1,420
405-534-420-000	POSTAGE & FREIGHT	1,078	(78)	1,000
405-534-434-000	SOLID WASTE CONTRACTOR	428,645	(250)	428,395
405-534-436-000	OTHER SANITATION SERVICES	14,122	(13,922)	200
405-534-490-000	LEGAL ADVERTISING	1,000	400	1,400
405-534-595-000	TOLG MANAGEMENT FEES	-	0	-
Total Expenditure		448,218	(15,803)	432,415

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3d
MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Keshavarz Change Order Number 3

1. BACKGROUND/HISTORY

Problem Statement: Town Council approved change order number 1 to provide specific information relative to drainage easement for the B Road project; however, subsequent work effort with the landowners, meetings, and redrafting of plans has created a need to fund additional hours for the project.

Problem Solution: Approve change order number 3.

As a portion of the B Road construction project, the Town worked to improve the road drainage system by soliciting drainage easements from the properties on the east border of the roadway to construct catch basins and swale drainage elevations. Change order number 1 provided for the surveying and legal description for the easements.

2. CURRENT ACTIVITY

Subsequent activity by the Town Engineer at the request of the Manager to provide extensive work with the landowners and redesign, in some cases, of the drainage system required extensive and prolonged correspondence with residents and Town Manager. Conference calls and coordination with the Town Manager and Attorney to discuss and develop language for drainage easements. Repeated modifications to construction plans to incorporate swales and changes due to resident's desires. Correspondence to residents with draft language regarding drainage easements. Follow up phone calls with residents regarding same. Responding to questions from residents.

3. ATTACHMENTS

Resolution No. 2016-75

Change order number 3 in the amount of \$11,050

4. FINANCIAL IMPACT

This addition to the Keshavarz engineering agreement will increase the Town's participation in the project engineering at the present time to \$23,705.50. The increase impact on for this change order is \$11,050.50 in the FY 2016 budget.

5. RECOMMENDED ACTION

Motion to approve Resolution No. 2016-75, Keshavarz & Associates change order number 3 in an amount not to exceed \$11,050.50.

RESOLUTION NO. 2016-75

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CHANGE ORDER #3 FOR “B” ROAD IMPROVEMENTS, TO KESHARARZ & ASSOCIATES, IN THE AMOUNT OF \$11,050.50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the meeting on April 21, 2015, the Town Council authorized the engagement of Keshararz & Associates for the engineering required for the B Road Improvement Project; and

WHEREAS, at the meeting on August 18, 2015, the Town Council adopted Resolution No. 2015-25, confirming the engagement of Keshararz & Associates for the engineering services associated with the B Road Improvement Project; and

WHEREAS, while implementing this project, several issues and/or additional work required have come to the attention of Staff, the Town Engineers and the Contractor, which have necessitated changes to the original contract; and

WHEREAS, Change Order #1, in the amount of \$3,000 for the B Road surveying and legal description of drainage easements, plus \$1,000 per easement, was approved at the Town Council Meeting on November 3, 2015; and

WHEREAS, Change Order #2, in the amount of \$14,640.00, relating to the six private culverts noted on the B Road Improvement plans, was tabled until the end of the project and for further consideration; and

WHEREAS, Change Order #3, in the amount of \$11,050.50, for additional drainage easement work and modifications to construction plans to incorporate swales is now requested; and

WHEREAS, the Town Council finds it in the best interests of the Town to approve Change Order #3 to Keshavarz & Associates.

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 Town Council hereby approves Change Order #3 in the amount of \$11,050.50. Funds have been budgeted through the Capital Improvement Fund.

Section 3. The Mayor and appropriate Town Officials are hereby authorized to execute any and all documents necessary to complete this Change Order, and the Town Clerk is instructed to deliver a copy of the signed Change Order to Keshavarz & Associates, along with a certified copy of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RONALD JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF NOVEMBER 2016.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Mayor David Browning

ATTEST:

Virginia M. Walton, Town Clerk

Vice-Mayor Tom Goltzené

Council Member Ronal Jarriel

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon



KESHAVARZ & ASSOCIATES, INC. CHANGE ORDER

PROJECT: "B Road Improvements"	PROJECT NO. : 14-1057
TO: Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, FL 33470 Attn: Mr. William F. Underwood II, ICMA-CM	DATE: 10/14/2016 CHANGE ORDER #: 3

Additional Work, which is described below, is:

- Outside the Scope of Services and considered an Extension of the Contract dated August 25, 2015
- Additional Services which are chargeable as an extra in accordance with the Work Request Agreement.

SCOPE OF ADDITIONAL SERVICES:

2) **Coordination with Town Residents in an attempt to secure Drainage Easements** - Search and locate addresses and phone numbers to contact residents regarding swales and drainage easements. Extensive and prolonged correspondence with residents and Town Manager regarding status. Conference calls and coordination with Town Manager and Attorney to discuss and develop language for drainage easements. Repeated modifications to construction plans to incorporate swales and changes due to resident's desires. Correspondence to residents with draft language regarding drainage easements. Follow up phone calls with residents regarding same. Respond to questions from residents. **Please note that the services represented herein were requested by the Client and subsequently performed by the Consultant and most of the associated hours spent had been invoiced on an hourly basis in accordance with the agreed upon time and expense rates contained within the Master Agreement.**

Principal	5.20 hours @ \$ 215.00 per hour	\$ 1,118.00
Senior Project Manager	27.00 hours @ \$ 160.00 per hour	\$ 4,320.00
Principal Surveyor	6.50 hours @ \$ 150.00 per hour	\$ 975.00
Project Manager	20.00 hours @ \$ 140.00 per hour	\$ 2,800.00
Project Engineer	10.00 hours @ \$ 95.00 per hour	\$ 950.00
Regulatory Liaison	6.50 hours @ \$ 80.00 per hour	\$ 520.00
Administrator	5.25 hours @ \$ 70.00 per hour	\$ 367.50
	Total Change Order No. 3	\$ 11,050.50

Contract sum will be increased by this change order. The increase shall be as follows:

ORIGINAL CONTRACT AMOUNT	\$ 154,500.00
CHANGE ORDER NO. 1	\$ 3,655.00
Option: Preparation of Easements (currently 9)	\$ 9,000.00
** See Note on Page 2 regarding Change Order No. 2 **	
CHANGE ORDER NO. 3.	\$ 11,050.50



KESHAVARZ & ASSOCIATES, INC. CHANGE ORDER

PROJECT: "B Road Improvements"

PROJECT NO. : 14-1057

TO: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Attn: Mr. William F. Underwood II, ICMA-CM

DATE: 10/14/2016

CHANGE ORDER #: 3

TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS \$ 178,205.50

*Note: ** Change Order No. 2 for the work associated with drainage culverts, coordination with the Town residents for drainage easements, front end document preparation and alternate bid work is not included in the above amount. It is our understanding that these items will not be paid until the project has been completed. Subsequently, at the request of the Client, the fees reflected for that change order, being \$14,640.00, are excluded from the above Contract Amount.*

Fees Authorized are for LABOR ONLY, and do not include reimbursable expenses.

Signature of authorized agent for the Client indicates their agreement herewith, including any adjustment in the contract sum or contract time.

Keshavarz & Associates, Inc.

Town of Loxahatchee Groves

By: 

By: _____

Date: 10/25/16

Date: _____

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3e.
MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Hardrives Change Order Numbers 5 and 6 B Road Paving Project

1. BACKGROUND/HISTORY

Problem Statement: Town Council previously agreed that landowners whom provide the road drainage easement would remain whole if a fence or other items needed to be managed through the construction project.

Problem Solution: Approve change order numbers 5 and 6.

The B Road construction project is nearing completion. During this project, one landowner agreed to provide the drainage easement however, this would require the relocation of a hog wire fence fronting the road which is reflected in change order #5 for \$1,750. The second landowner required the relocation of their drainage culvert under the B Road. In performing this relocation, the easterly end of the culvert located within their pasture was lowered to meet the road-required grade. The solution is to basically provide a catch basin in the pasture which is reflected in change order #6 for \$1,925 and to which the landowner is agreeable.

2. CURRENT ACTIVITY

The Town Engineer and Hardrives worked with the landowners to handle the problems posed with relocating fence and culvert. The Town Engineer concurs with the estimated cost and recommends approval.

3. ATTACHMENTS

Resolution No. 2016-76

Change order number 5 in the amount of \$1,750 for hog wire fencing relocation.

Change order number 6 in the amount of \$1,925 for culvert relocation.

4. FINANCIAL IMPACT

The addition to the B Road contract for which the Town is responsible is \$3,675. Sufficient funds are available in the FY 2017 budget.

5. RECOMMENDED ACTION

Motion to approve Resolution No. 2016-76, Hardrives, Inc. change order numbers 5 and 6 in an amount not to exceed \$3,675.

RESOLUTION NO. 2016-76

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CHANGE ORDERS #5 AND #6 FOR “B” ROAD PAVEMENT SURFACING, TO HARDRIVES OF DELRAY, INC. d/b/a HARDRIVES, INC., FOR A NEW TOTAL CONTRACT PRICE OF \$1,127,180.80; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the meeting on April 5, 2016, the Town Council adopted Resolution No. 2016-13, awarding Bid No. 2016-001 for “B” Road Pavement Surfacing to Hardrives of Delray, Inc. d/b/a Hardrives, Inc., in the amount of \$1,033,008.80; and

WHEREAS, while implementing this project, several issues and/or additional work required have come to the attention of Staff, the Town Engineers and the Contractor, which have necessitated changes to the original contract; and

WHEREAS, at the meeting on July 10, 2016, the Town Council adopted Resolution No. 2016-13, approving Change Orders #1, #2, #3 and #4, for a total new contract price of \$1,127,180.80

WHEREAS, Change Order #5 would be for the relocation of a hog wire fence fronting the road, for an increase of \$1,750, for a new total contract price of \$1,128,930.80; and

WHEREAS, Change Order #6 would be for the relocation of a drainage culvert under B Road, for an increase of \$1,925, for a new total contract price of \$1,129,230.80; and

WHEREAS, the Town Council finds it in the best interests of the Town to approve Change Orders #5 and #6 from Hardrives, Inc., pursuant to the recommendation of the Town Engineer and the Town Manager.

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 Town Council hereby approves Change Order #5 in the amount of

\$1,750.00; and Change Order #6 in the amount of \$1,925.00, for a new total project contract amount of \$1,129,230.80. Funds have been budgeted through the Capital Improvement Fund.

Section 3. The Mayor and appropriate Town Officials are hereby authorized to execute any and all documents necessary to complete these Change Orders, and the Town Clerk is instructed to deliver a copy of the signed Change Orders to Harddrives of Delray, Inc. d/b/a Harddrives, Inc., along with a certified copy of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RONALD JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF JULY 2016.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Mayor David Browning

ATTEST:

Virginia M. Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Ronal Jarriel

Council Member Ryan Liang

Council Member Todd McLendon

CHANGE ORDER

DRIVEWAYS · PARKING AREAS · STREETS · GRADING · ROCK & FILL · CONCRETE WORK

HARDRIVES, INC.

2101 South Congress Avenue
Delray Beach, Florida 33445

PHONE: 561-278-0456
FAX: 561-278-2147

AN EEO COMPANY

AIA DOCUMENT G701

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

DATE: 9/15/2016

PROJECT: B Road Pavement Resurfacing Project
(name, address) Keshavarz & Associates, Inc.

CHANGE ORDER NUMBER: RCO # 6

711 North Dixie Highway, Suite 201
West Palm Beach, FL 33401

TO: (Contractor) Hardrives of Delray, Inc. dba Hardrives, Inc.
2101 South Congress Avenue
Delray Beach, FL 33445

PROJECT NO.: 3284
CONTRACT FOR:
CONTRACT DATE: 5/6/2016

You are directed to make the following changes in this Contract:

Discription: additional structure in lieu of MES

<u>Qty.</u>	<u>Unit</u>	<u>Item</u>	<u>Price</u>	<u>Cost</u>
1	LS	Nyloplast drain basin grate w/ low profile 18"CAP 90 & 4'x4' pad	\$1,925.00	\$1,925.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL:				\$1,925.00

The original Contract Sum was\$ 1,033,008.80
 Net change by previous Change Orders.....\$ 94,297.00
 The Contract Sum prior to this Change Order was.....\$ 1,127,305.80
 The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order\$ 1,925.00
 The new Contract Sum including this Change Order will be.....\$ 1,129,230.80
 The Contract Time will be (increased) (decreased) (unchanged) by 0 Days

0 Keshavarz & Assoc.

Hardrives, Inc.

Town of Loxahatchee Groves

G.C.

CONTRACTOR

OWNER

0

2101 South Congress Ave.

155 F Road

Address

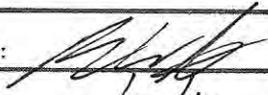
Address

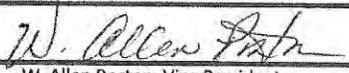
Address

0

Delray Beach, FL 33445

Loxahatchee Groves, FL 33470

By: 

By: 
W. Allen Poston, Vice President

By: David Browning, Mayor

Date: 9/29/16

Date: 9-15-16

Date:

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3f
MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Engage Bond Counsel

1. BACKGROUND/HISTORY

Problem Statement: The Council has expressed a desire to place a specific public referendum to borrow funds to make road improvements by pledging the Town's gas tax revenue for payment of principal and interest.

Problem Solution: Authorize the Town Attorney and Town Manager to engage a bond counsel to assist in the development of referendum language.

As the Council is aware, the citizens generally agree that improved roads are desired; however, the citizens wish to not pay for the road improvement. One possible mechanism to provide funds to make road improvements would be to pledge gas tax revenues that would be used to make the annual payments on the borrowed funds. This is similar to any individual taking out a mortgage to purchase a home. The principal and interest on the mortgage will be paid using gas tax revenues the town collects monthly. .

2. CURRENT ACTIVITY

We have learned the deadline to place a referendum on the March election is February 3, 2017. In order to meet that timeline, the Town will need to engage a bond counsel, draft and approve two readings of an ordinance and approve a resolution before the February 3rd deadline. The Town schedule currently has a December 6th, and January 3rd, 2017 agenda. A bond counsel has to be engaged, and language drafted for first reading before the December meeting with the second reading on January 3rd along with a resolution.

Therefore, the Town Attorney and Town Manager are seeking authorization to engage bond counsel and begin the development of appropriate referendum language, ordinance, and resolution.

3. ATTACHMENTS

None

4. FINANCIAL IMPACT

Bond counsel is only paid from the proceeds of the bond issue if the referendum is approved by the citizens.

5. RECOMMENDED ACTION

Motion to authorize the Town Attorney and Town Manager to enter into an engagement letter with a bond counsel and prepare the appropriate ordinance and resolution to hold a referendum vote.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3g.
MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Intent to Implement Non-Residential Solid Waste Assessment

1. BACKGROUND/HISTORY

Problem Statement: The Town Council has indicated they would like to be prepared to implement a non-residential solid waste assessment in FY 2018.

Problem Solution: Authorize Town Attorney and Town Manager to take all actions necessary to use the uniform method of collection of non-residential solid waste collection.

As the Council is aware, only properties with a residence are assessed for solid waste removal. The Town is unable to verify that all parcels are responsible for the removal of their vegetative or solid waste that may be produced on a specific parcel. Further, approximately 25% of the parcels within the Town do not contribute toward the removal **illegally dumped solid waste** that is a safety and health hazard to the residents, visitors, and workers of the Town.

2. CURRENT ACTIVITY

In order for the Town to be in the position of performing a study to determine the possibility of providing a solid waste assessment for all parcels, the Town must establish through advertising four consecutive weeks beginning November 8th. The Town Council must hold a public hearing at the December 6th regular Town Council meeting. These actions include advertising for four consecutive weeks and passing a resolution of legislative intent to use the uniform method of collection through the property appraiser and tax collector.

The Council should consider passing the resolution of intent in order to have the structure in place regardless of whether or not the Council determines to implement a solid waste fee for all parcels.

3. ATTACHMENTS

None

4. FINANCIAL IMPACT

Estimated cost to be charged to the Solid Waste Fund advertising estimated to cost less than \$1,000.

5. RECOMMENDED ACTION

Motion to approve Town Attorney and Manager to prepare the Resolution of Intent and advertise for four consecutive weeks.



John A. Carey
Inspector General

**OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY**



Inspector General
Accredited

“Enhancing Public Trust in Government”

Audit Report

2016-A-0004

**Town of Loxahatchee Groves
Audit of Contracts, Vendors
and Fixed Assets**

September 23, 2016



John A. Carey
Inspector General

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY



Inspector General
Accredited

September 23, 2016

Mayor David Browning
Vice Mayor Tom Goltzene
Ron Jarrel, Councilman
Ryan Liang, Councilman
Todd McLendon, Councilman

The Honorable Mayor, Town Council, and Citizens:

The Office of Inspector General, Audit Division completed the Audit of the Town of Loxahatchee Groves: Contracts, Vendors and Fixed Assets.

We presented the draft audit report to the Town Council on September 1, 2016, and in accordance with the Inspector General Ordinance, we requested a response to the draft report be provided by September 21, 2016. Since we have not received a response within the requested timeframe, we are issuing the attached final report without a response from the Town Council. The Final report is a public record.

We understand that the Town Council was prohibited by law from discussing the draft report outside a public meeting. If the Town Council chooses to publicly discuss the final report in order to develop a response to it, and we receive such response by October 17, 2016, we will issue a revised final report inclusive of the response.

I would like to take this opportunity to thank each Council Member and the Town Attorney for their cooperation during this audit.

Please contact me at 233-2350 if you have any questions. Thank you.

Sincerely,



John Carey

"Enhancing Public Trust in Government"

PO Box 16568, West Palm Beach, FL 33416-6568
Email: inspector@pbcgov.org Website: <http://www.pbcgov.com/oig/>
Office: (561) 233-2350 Hotline: (877) 283-7068 Fax: (561) 233-2370



John A. Carey
Inspector General

OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY

AUDIT REPORT: 2016-A-0004 AUDIT OF TOWN OF LOXAHATCHEE GROVES

DATE ISSUED: SEPTEMBER 23, 2016



Inspector General
Accredited

"Enhancing Public Trust in Government"

SUMMARY RESULTS AT A GLANCE

What We Did

Our overall audit objective was to determine whether controls over contract management, vendor payments, and fixed assets were in place and working effectively to safeguard the Town's assets. Our scope included activities from October 1, 2013, to September 30, 2015 (FY2014 and FY2015). Our audit procedures included testing \$1,051,603 (FY2014) and \$1,211,763 (FY2015) in contract payments; \$83,064 in vendor payments and \$52,233 in credit card transactions. We also reviewed the Town's inventory of assets.

What We Found

We identified **\$229,019** in total questioned costs,¹ and **\$1,765** in identified costs,² itemized on page 21.

We found that some of the Town's internal controls need improvement. We identified deficiencies and compliance issues related to:

¹ Questioned costs can include costs incurred pursuant to a potential violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the expenditure of funds, and/or a finding that such costs are not supported by adequate documentation, and/or a finding that the expenditure of funds for the intended purpose is unnecessary or unreasonable in amount. As such, not all questioned costs are indicative of potential fraud or waste.

² Identified costs are those dollars that have a potential of being returned to offset the taxpayers' burden.

- Contract monitoring;
- Managing/overseeing the Town Manager contract;
- Purchasing and credit card usage;
- Payment processing; and
- Asset management.

More specifically, our audit identified the following deficiencies and compliance issues:

Contracting

The Town Manager's responsibilities include monitoring and managing the Town's contractual obligations. We tested a sample of service contracts from a list of contracts provided by the Town Manager. We identified weakness in controls over the monitoring of contract performance and payments. We noted **\$95,874** in questioned costs from our contract testing.

Our audit also identified the following issues related to the current Town Management Company's contract:

- It did not align with the Town Charter, and creates risks for the Town;
- The Town Council did not conduct performance reviews of the Town Management Company as required by the contract;
- The contractor was reimbursed for mileage and training expenses. The contract did not provide for

reimbursement for these expenses, resulting in identified costs of \$1,765.

Additionally, two leases and one contract were entered into without the required approval of the Town Attorney, resulting in questioned costs of \$12,430.

Vendor Management

During our testing of vendor payments and credit card transactions, we identified the following issues:

- The Management Company could not provide receipts to support 12 credit card transactions totaling \$1,661;
- Purchases over \$1,000 lacked evidence of required telephone quotes, resulting in questioned costs of \$17,754;
- The Town could not provide documentation to show required Town Manager approval of expenses totaling \$100,602.

Payments not in compliance with the Town's Purchasing Ordinance or Finance and Accounting Procedures resulted in \$120,017 in questioned costs.

The Town paid unnecessary fees for late payments, sales tax and over-limit fees resulting in questioned costs of \$698.

Additionally, we noted the Town Management Company did not appear to follow IRS guidelines regarding the

issuance of Form 1099's on behalf of the Town.

Assets and Inventory Management

We found that the Town Management Company did not maintain an accurate inventory of the Town's equipment. We identified four items costing a total of \$7,849 that were not tagged as required by the Town's Finance and Accounting Procedures Manual.

What We Recommend

We made 22 recommendations to assist the Town in improving controls and ensuring compliance with its Charter, Purchasing Ordinance and Finance and Accounting Procedures. During our audit, the Town has been proactive in improving some of the internal control deficiencies identified.

The Town Manager provided comments on all of our findings and some comments on our recommendations. These comments are included in toto as an attachment to the report. His comments are only included within the body of the report when related to recommendations addressed to the Town Manager. Sixteen of the 22 recommendations are addressed to the Town Council. We will amend our report to include Town Council comments if the Council meets publicly to discuss our report and provides a formal response.

BACKGROUND

The Town of Loxahatchee Groves was founded in 2006, and has an estimated population of 3,180 living within 12.5 square miles. The Town operates under a Council-Manager form of government, with five elected council members, one of whom is the Mayor. The Town has no employees, but instead, uses contractors to perform government services. According to its website, the Town prides itself on its independence, contracted service – type government (“Government Lite”),³ farming/nursery spaces and slow growth rate. In 2011, the Town Council (Council) entered into a contract with its current management firm, which provides a Town Manager, Town Clerk, Planning Technician, and clerical staff. The Town has also entered into other service contracts for Code Enforcement,⁴ Town Attorney, Town Engineer, and a Solid Waste Consultant.⁵



At the outset of this report, we wish to emphasize that our findings and recommendations do not reflect either a positive or negative stance on outsourcing public services. Outsourcing of public services has been a trend in recent years and, when properly executed, can save taxpayers' dollars. Some keys to successful outsourcing include contracts that delineate a clear scope of work, appropriate performance standards, solid performance evaluation techniques, and strong contract administration and management oversight. The degree of outsourcing in the Town of Loxahatchee Groves is uncommon in that the Town has contracted out all of its public services. While outsourcing has a number of advantages, there are also challenges. Our report points out some of the risks in outsourcing all public services and offers recommendations to mitigate those risks.

OBJECTIVES, SCOPE, AND METHODOLOGY

The overall objective of the audit was to determine whether controls over contracts, vendors, and fixed assets were in place and working effectively to safeguard the assets of the Town.

The scope of the audit included a review of activities from October 1, 2013, to September 30, 2015. Our audit procedures included, but were not limited to:

- Reviewing internal controls;

³ http://www.loxahatcheegrovesfl.gov/Pages/LoxahatcheeFL_WebDocs/info

⁴ As of June 2016, the Town Management Contract includes Code Enforcement services.

⁵ The Town terminated the contract with the Solid Waste Consultant in 2015.

- Interviewing contractors and personnel in order to gain an understanding of the controls and ascertain operational compliance;
- Evaluating compliance with applicable policies and procedures;
- Reviewing executed contracts for compliance;
- Performing detailed testing of judgmentally selected transactions; and,
- Reviewing inventory of assets.

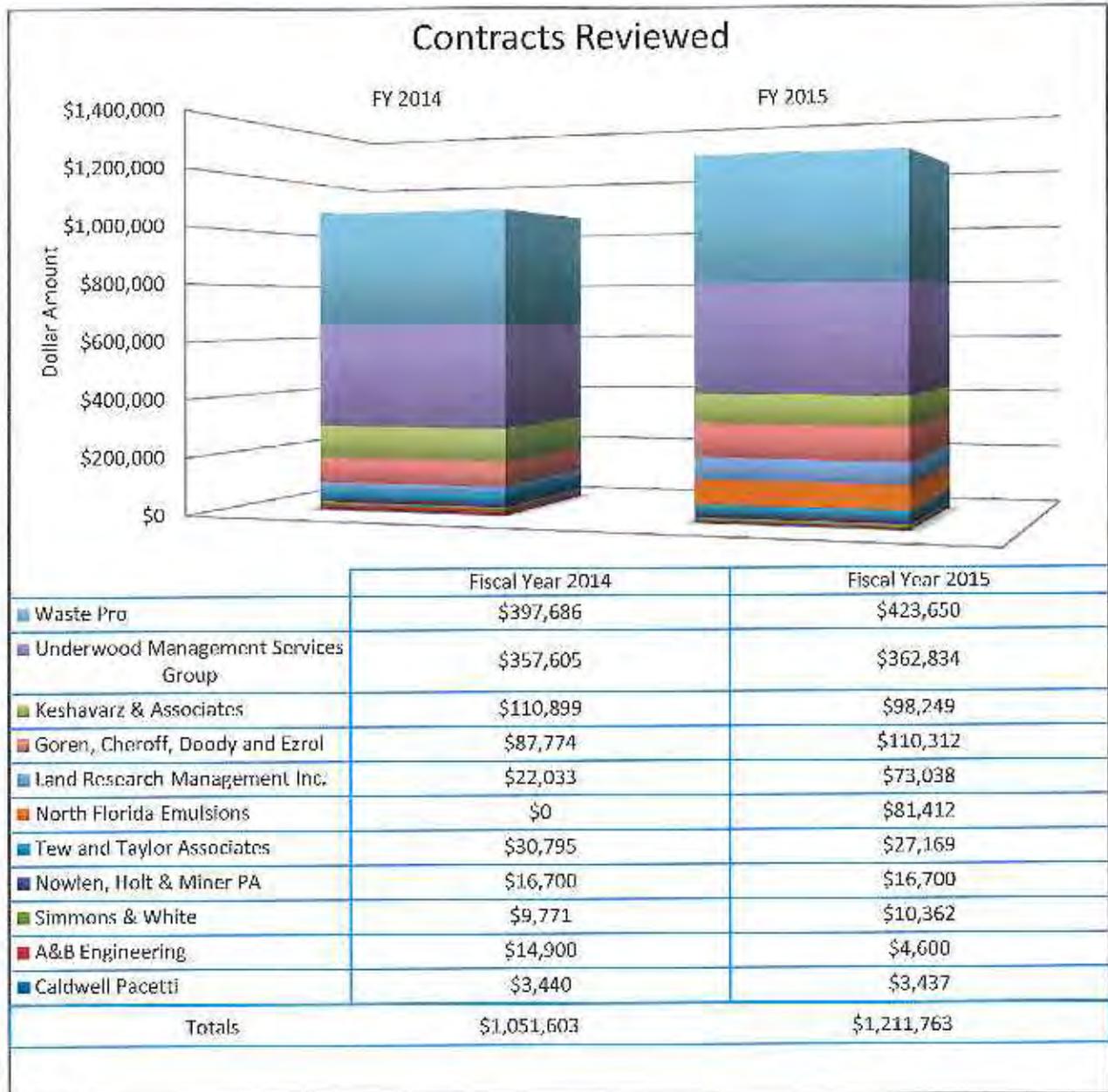
We reviewed the contracts for Town services including Town Manager & Clerk, Attorney, Planner, Engineer, Surveyor, Special Magistrate, Code Enforcement, and Solid Waste and Recycling, as well as contracts for road maintenance to determine whether the management and oversight of these contracts was adequate to ensure that contractors complied with contract terms. Our review of contracts included verifying that a valid executed contract was in effect for the services provided, recalculating payments to contractors, reviewing documentation of deliverables for contracts, and reviewing documentation of monitoring activities performed (e.g. photos of site visits, phone contact logs, daily activity logs, etc).

In total, we reviewed \$1,051,603 in payments on contracts for Fiscal year 2014, and \$1,211,763 in payments on contracts for Fiscal Year 2015.

The following items were excluded from our audit scope:

- Fixed monthly payments made to the Town Management Company;
- Payments to the Loxahatchee Groves Water Control District;
- The contract with, and payments to, the Solid Waste Consultant.

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.



FINDINGS AND RECOMMENDATIONS**Finding (1): THE TOWN DOES NOT HAVE ADEQUATE POLICIES AND PROCEDURES FOR CONTRACT MONITORING**

The contract for Town Manager outlines "Contract Manager" as one of the duties in the scope of work to be performed. Specifically, the contract outlines the following operational responsibilities as Contract Manager:

- (1) Monitors all independent contractors on specific projects and on-going contractual agreements on behalf of the Town. Ensures proper compliance with the contract's terms and conditions.
- (2) Monitors all contracts to ensure adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended to the Town Council and enforced.

Although the contract requires the Town Manager to monitor contracts, there are no policies, procedures, or guidelines prescribing what specific activities should be performed. Developing procedures would help ensure that each contract is managed effectively and consistently, and would allow the Town to gauge whether the Town Manager has adequately performed the contract management duties required by the contract.

We selected and reviewed nine contracts to determine whether the contracts were being properly monitored by the Town Manager. We identified weaknesses in controls over the monitoring of contract performance and payments as follows:

- The contract files did not always contain evidence of review or monitoring of the contract such as:
 - Documents supporting the amounts being invoiced or paid,
 - Progress reports provided by contractors, especially for contracts billed based on the percentage of work completed, and
 - Time logs for hourly contracts.
- One of the nine contractors reviewed did not have executed contracts on file with the Town for the services rendered.
- For two of the nine contracts, there was no documentation of required insurance on file for the contract term.

More specifically, we identified the following issues:

- **Land Research Management Inc. (LRMI – Planner Services):** The original contract for LRMI was dated November 27, 2007, and contained a "Scope of Services" that outlined three services to be completed: "(1) Assistance to the Town in establishing a Planning Commission and/or Planning and Zoning Board; (2) Assistance to the Town in establishing a Local Planning Agency (LPA); [and]

(3) Assistance to the LPA in drafting a program for preparing the Town's initial Comprehensive Plan." According to Town records, the three services were completed in 2011.⁶ The services for which LRMI invoiced the Town during the period reviewed were not included in the original contract, and there was no additional or amended contract.

We identified **\$95,071** in payments made to the contractor between October 1, 2013, and September 30, 2015, for which there was no amended contract or agreement on file for the services performed. Therefore, we consider these payments to be questioned costs.

- **Tew and Taylor (Code Enforcement):** The contract required all weekend and holiday hours to be approved by the Town Manager; however, there was no documented approval from the Town Manager for weekend/holiday hours worked. We asked for documentation showing approval by the Town Manager for weekend/holiday hours, of which there was none. We noted six instances totaling **\$803** where the contractor conducted work on the weekend without evidence of the Town Manager's approval, and charged a higher hourly rate. Despite the lack of approval, the invoices for work performed were paid. Thus, we are considering these questioned costs. Also, there was no proof on file that the contractor maintained the automobile and worker's compensation insurance required by the contract.
- **A&B Engineering (Surveying):** The contractor submitted invoices for work performed. Upon our request, the Town Manager could not produce the Work Authorization for this project. Also, there was no proof on file that the contractor maintained the insurance required by the contract.

The above noted questioned costs total **\$95,874**.

Recommendations:

We recommend:

- 1) **The Town Council develop and implement policies, procedures, or guidelines to be used for monitoring the Town's contracts to include ensuring contracts are properly executed, a documented review of deliverables is performed prior to payment, and verifying that required insurance coverage is maintained.**
- 2) **The Town Manager ensure that all contractors have an executed contract on file prior to conducting business and making any payments.**

⁶ The Town's Comprehensive Plan was adopted in February 2009. The Town's Planning and Zoning Board was established in July 2011, and acts as the Town's Local Planning Agency.

- 3) The Town Manager review insurance requirements on a consistent basis (at least annually), and request updated insurance documents from contractors as needed to ensure required coverage is maintained.

Management Response:

- 3) Town Manager response in part:

We concur with the audit recommendation relative to review of insurance requirements, on an annual basis, and will request updated insurance documents as needed. We would further suggest and recommend the Town Council consider uniformity in the contract criteria relative to insurance requirements on future contracts.

OIG Comment:

The Town Manager disagreed with some of the facts supporting finding No. 1. The Town Manager did not address whether recommendation No. 2 will be implemented. The Town Manager's full response is included as Attachment 1 to this report, and begins on page 22.

Finding (2): THE CONTRACT FOR TOWN MANAGEMENT SERVICES DOES NOT ALIGN WITH THE TOWN CHARTER, AND THE ORGANIZATIONAL STRUCTURE CREATES RISKS FOR THE TOWN

The language in Section 4 of the Town Charter refers to an employee when describing the Town Manager per the following clauses:

- "The Town manager and the Town attorney are designated as charter officers, except that the office of Town attorney may be contracted to an attorney or law firm."
- "The compensation of the charter officers shall be fixed by the Town council through the approval of an acceptable employment contract."
- "The Town manager shall be appointed by resolution approving an employment contract between the Town and the Town manager. The Town manager shall receive such compensation as determined by the Town council through the adoption of an appropriate resolution."

Although the Charter specifies that the Town Attorney may be an individual or firm, the charter makes no such concession for the Town Manager. Additionally, the charter specifies that the Town Manager will have an employment contract. Thus, it is anticipated that the Town Manager will be an employee, and not an independent contractor.

Contrary to the Town Charter, the Town Management contract states "This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Underwood is an independent contractor under this Agreement and not the Town's employee for any and all purposes..."

On May 3, 2016, the Town Council passed a resolution to hold a referendum vote to amend the Town Charter to clarify that the Town Manager may be engaged through an agreement with a management firm. On August 30, 2016, the voters approved the amendment to the Town Charter. Nonetheless, placing all of the functions set forth in the current Town Management contract under the responsibility of a single business entity creates several risks for the Town.

Some concerns include the following:

- **Segregation of Duties:** The U.S. General Accounting Office (GAO) *Standards for Internal Control in the Federal Government* states:

Key duties and responsibilities need to be divided or segregated among different people to reduce the risk of error or fraud. This should include separating the responsibilities for authorizing transactions, processing and recording them, reviewing the transactions, and handling any related assets. No one individual should control all key aspects of a transaction or event.

Currently, the Town Management company has the ability to:

- o Invoice the Town for Town Management services, approve the invoice, and print a check.
 - o Receive, approve, collect payments, and record all transactions related to planning and zoning.
 - o Initiate and authorize purchases, authorize payments, receive goods, and manage inventory.
- **Potential for Conflicts of Interest:** We noted that other vendor contracts (i.e. the Engineering and Code Enforcement contracts) contained a Conflict of Interest clause, but the contract for Town Management services does not. A Conflict of Interest clause could provide an additional safeguard for the Town by 1) prohibiting the business from participating in activities which could be construed as a conflict of interest, and/or 2) requiring full disclosure of activities, including work for other municipalities or contractors, which could have the potential for actual and perceived conflicting priorities.
- **Business Continuity and Succession Planning:** Contracting many of the Town's operational functions through one business entity presents the risk that in the event of an emergency or a situation where the contract is unexpectedly terminated, the Town's operations could be negatively impacted. The key functions of the Town Manager, Town Clerk, Planning and Zoning, Code Enforcement, Financial Management, and Office Coordinator (support staff)

could all be vacant simultaneously until a new contractor(s) assumed the duties. Moreover, there is a risk of loss of critical documentation such as financial records because they are not in the custody and control of the Town.

We noted there are no comprehensive standard operating procedures for critical functions of the Town, such as Code Enforcement, Planning and Zoning, and Town Clerk. Having written procedures and a succession plan may assist the Town in resuming these critical functions, obtaining custody of records, and transferring knowledge, if needed.

Recommendations:

We recommend:

- 4) The Town Council consider developing a Town Manager employer/employee relationship to mitigate some of the above noted risks.
- 5) The Town Council separate the financial, clerk, and Town management duties to ensure segregation of duties over key government functions, or create other mitigating controls to address the risks associated with contracting all key functions under one entity.
- 6) The Town Council consider including a Conflict of Interest clause in the Town Management contract, which requires disclosure of activities that have a potential for actual and perceived conflicts of interest.
- 7) The Town Council consider developing written procedures for critical functions, and a succession plan, that can be used in the event of transitioning between town management companies.

Finding (3): THE TOWN COUNCIL DID NOT CONDUCT PERFORMANCE REVIEWS OF THE TOWN MANAGEMENT CONTRACTOR AS REQUIRED BY THE CONTRACT

The Town Council has not conducted a performance review to ensure that the Town Management contractor was in full compliance with the contract. The contract for Town Management services, executed September 30, 2011, states in Exhibit A – Review of Contract for Town Management Services:

The Contract for Town Management Services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established and managed by the Town Council based upon the duties contained in the Contract for Town Management Services along with the Town Management Report through June of the current year prepared by the Town Manager. This annual review of the Contract for Town Management Services shall occur no later than August 1 of each year.

However, no documented annual review of performance has been completed since the beginning of the contract. As discussed in Finding No.'s 1, 4, 6, and 10, we found that the contractor (Underwood Management Services Group, or UMSG) did not always adhere to all requirements of the contract. Conducting annual performance reviews will help ensure that the contractor is adhering to the contract terms and conditions, and that the Council is receiving the intended outcomes of utilizing a Town management company. The Town paid UMSG more than \$357,000 in Fiscal Year 2014 and \$362,000 in Fiscal Year 2015, without conducting a performance review.

Recommendation:

- 8) We recommend Town Council take a more active role in the oversight of the Town Management contract by (a) establishing performance evaluation criteria; (b) performing annual reviews of the Town Management contract; and (c) ensuring all contract deliverables are met.

Finding (4): THE TOWN MANAGEMENT CONTRACTOR WAS REIMBURSED FOR EXPENSES OUTSIDE OF THE SCOPE OF THE CONTRACT

Staff of the Town Management Company received reimbursements from the Town for mileage expenses and notary training costs. The contract does not specify that such expenses would be paid.

The contract specifies a fixed fee that UMSG will be paid monthly for providing the services outlined in the contract. The contract included specific tasks that would require travel such as attend off-site meetings, act as liaison with other governmental entities, deposit monies, perform Planning, Zoning and administrative duties, and perform "other duties as may be required by the Council." Also, Section 7(g) of the contract states "... the Town will not be liable for any obligation incurred by Underwood or other Underwood personnel..."

The Town paid a total of \$1,576 in mileage reimbursements to the Management Company staff from October 1, 2013, through September 30, 2015. Also, we noted several mileage logs attached to the check requests for mileage reimbursement which did not provide the destination, or odometer readings as requested on the forms. Additionally, we noted the Town paid \$189 for one staff of USMG to become a notary. There was no documented approval by the Council for this expense. We noted the Council routinely approves monthly payments and reimbursements to the Town Attorney, but a similar process is not followed for payments to the Town Management firm or its staff.

We consider the above noted reimbursements totaling \$1,765 to be identified costs because such payments are outside the scope of the contract.

Recommendations:**We recommend:**

- 9) The Town Council consider recouping the \$1,765 in identified costs.
- 10) The Town Council consider clarifying the terms of the Town Management contract regarding mileage and training expenses.
- 11) The Town Council consider approving all payments and reimbursements made to the Town Management firm prior to payment.

Finding (5): THE TOWN DID NOT ALWAYS RECORD MEETING MINUTES PROMPTLY, OR MAKE THEM AVAILABLE FOR INSPECTION, AS REQUIRED

The Town Council meeting minutes for two meetings, one held May 19, 2015, and another held June 16, 2015, were approved by the Council on April 5, 2016, more than nine months after the meetings were held. Additionally, as of August 2, 2016, the minutes for the Town Council meetings held July 7, and July 21, 2015, had not been approved by the Council. Upon our initial request for these meeting minutes, the Town Management Company indicated the minutes were not available because they had not yet been approved.



Florida Sunshine Law, FS 286.011, states "(2) The minutes of a meeting of any such board or commission of any such state agency or authority shall be **promptly** recorded, and **such records shall be open to public inspection**... (3)(a) Any public officer who violates any provision of this section is guilty of a noncriminal infraction, punishable by fine not exceeding \$500."

The Town Management Company is responsible for compiling the minutes for the Town Council, Committee and Board meetings. The Town Management Company contract in effect during the aforementioned meetings required these minutes to be available for approval within two weeks. However, 38 of the 49 Council Meeting minutes we reviewed were approved more than 30 days after the meeting. The failure to record and approve minutes within two weeks violated the terms of the contract, and contributed to the Town not making such minutes available for inspection as required by the Florida Sunshine Law.

Recommendation:

- 12) We recommend the Town Council require the Town Management Company to record and submit the meeting minutes within the deadlines prescribed in the Professional Services Contract (or prior to the next regularly scheduled Council Meeting), and make recorded minutes available in accordance with F.S. 286.011.

Finding (6): VENDOR PAYMENTS WERE NOT ALWAYS IN COMPLIANCE WITH THE TOWN'S PURCHASING ORDINANCE AND PROCEDURES

Our test of vendor payments included a review of authorizations and documentation provided with vendor invoices, including credit card statements and receipts supporting the purchase or invoice.

We tested a judgmental sample of 33 transactions totaling \$83,064 in vendor payments and 300 transactions totaling \$52,233 in credit card payments made between October 1, 2013, and September 30, 2015. During this time, three Town credit cards were used by UMSG. One of the cards was cancelled after the prior Town Manager left the position. Two cards are currently in use; one in the name of the current Town Manager, and one in the name of the additional managing partner for UMSG.



We also tested payments made to contractors to ensure these payments were in compliance with purchasing policies.

The controls over the Town's purchases appear to be weak and may not adequately protect the Town's assets. The Town has limited policies regarding Town purchases, and those policies were not consistently followed by the Town Management Company. For example, we noted the following:

- We identified 12 credit card transactions totaling **\$1,661** that were missing receipts to validate the purchase; thus, we consider these transactions to be questioned costs.
- The Town Management Company made purchases over \$1,000 but did not maintain sufficient documentation demonstrating that three quotes were obtained prior to each purchase. The Town's Purchasing Ordinance 2008-09 states in the Procurement Code section (J) "all such purchases of greater than the estimated

cost of one thousand dollars (\$1,000) but less than or equal to five thousand dollars (\$5,000) shall require at least three (3) quotations by telephone.”

- Nine credit card transactions (totaling **\$13,799**) and two payments by check (totaling **\$3,955**) lacked sufficient evidence of at least three telephone quotes; thus, we consider these transactions to be questioned costs.
- The Town Manager did not approve all payments as required. The Town's Finance & Accounting Procedures (Check Disbursements - Check Authorizations) states, "Under no circumstances will; Invoices be paid unless approved by the Town Manager." The process for documenting approval was evidenced by affixing the Town Manager's initials and date on each invoice. We found the process for documenting approval was not always followed:
 - The Town paid **\$5,351** (\$4,997 in credit cards and \$354 in vendor payments) without documented authorization by the Town Manager; thus, we consider these transactions to be questioned costs.
 - We noted that the Town paid **\$95,251** in contractor payments without documented authorization by the Town Manager; thus, we consider these payments to be questioned costs.

Total questioned costs: \$120,017

Recommendations:

We recommend:

- 13) The Town Council take steps to ensure the established procedures requiring the Town Manager's written authorization prior to payment processing are adhered to.
- 14) The Town Manager take steps to ensure sufficient documentation of required telephone quotes is maintained to demonstrate compliance with the Town's purchasing ordinance.
- 15) The Town Council update its Finance and Accounting Procedures to establish procedures for processing payments when receipts or invoices are missing.

Management Response:

- 14) Town Manager response in part:

We concur that we did not always comply with Town's Purchasing Ordinance and procedures. However, we would like to take this opportunity to further illuminate, as some of the comments made in Report may be misleading...

The 9 credit card transaction of \$13,799, and two payments by check totaling \$3955 were supported by written quotes rather than telephone quotes that were received in advance of purchases, and provided for the audit, but rejected for various inconsequential reasons. Town did provide what we believe is sufficient documentation of the quotes received in writing or by internet on all items over \$1000 despite the fact that only verbal quotes by telephone were required...

We agree that payment of \$4,997 in credit card payments and \$354 in vendor payments lacked the signature approval of the Town Manager on the invoice that was processed for payment. We agree there were 11 invoices in contractor payments that did not contain the signature approval of the Town Manager on invoices processed for payment as indicated. The invoices in question represented 2 invoices in FY 2014, and 9 invoices in FY 2015. Even though invoices were not signed by the Town Manager when processed for payment, all services as identified in the questioned invoices were provided by Tew & Taylor, Waste Pro, and Keshavrz & Associates, and the invoices were approved and paid by the Town Council.

OIG Comment:

The Town Manager's response did not address whether recommendation No. 14 will be implemented. The Town Manager's full response is included as Attachment 1 to this report, and begins on page 22.

We reiterate our position that the Town Manager did not maintain sufficient documentation of the required three quotes.

Finding (7): THE TOWN DID NOT ALWAYS ISSUE IRS FORM 1099-MISC TO CONTRACTORS

The Town has no government employees, but depends on independent contractors to provide all services. The instructions for Internal Revenue Service (IRS) Form 1099-MISC indicate that the form is completed for each individual who is paid during the year "at least \$600 in (2) services performed by someone who is not your employee (including parts and materials)... (9) Payments to an attorney." According to the IRS.gov website,⁷ each contractor should provide the Town with a Form W-9 (Request for Taxpayer Identification Number and Certification) so that the Town can report income paid to the contractor.

⁷ <https://www.irs.gov/uac/about-form-w9>, accessed July 7, 2016.

It appears the Town did not follow IRS guidelines regarding form 1099-MISC. During our testing, we reviewed copies of the W-9 forms for 13 individuals who received over \$600 from the Town within a year. Based on the W-9 forms, we identified several individuals and two law firms who were not issued 1099 forms for payments received.

The Town Management Company was responsible for following statutory requirements in maintaining proper municipal accounting, and preparing federal financial reports. These responsibilities should include appropriate issuance of 1099 forms. The Town had no documented procedures regarding issuing of 1099 forms to vendors.

If IRS guidelines are not followed, the Town risks noncompliance with federal reporting requirements and possible penalties. Moreover, contractors could be at risk of not reporting income for tax purposes.

Recommendations:

We recommend:

- 16) The Town Council take steps to ensure compliance with IRS guidelines regarding issuance of 1099s.
- 17) The Town Council seek professional advice to determine if retroactive issuance of 1099s to any contractors is required.

OIG Comment:

The Town Manager concurred with this recommendation. However, the recommendation was directed to the Town Council. We will await the Council's response for inclusion in an amended report.

Finding (8): CONTRACTS WERE ENTERED INTO WITHOUT TOWN ATTORNEY APPROVAL AS REQUIRED BY THE TOWN CHARTER

During testing we noted two leases and a contract which were entered into without the required Town Attorney approval. Under the Town's Charter 2006-328, Section 4, the Town Attorney is required to "approve all contracts, bonds, and other instruments in which the Town is concerned and shall endorse on each his or her approval of the form and correctness thereof." It further states, "No contract with the Town shall take effect until his or her [Town Attorney] approval is so endorsed thereon."

A 48-month lease for a credit card processing service was established by the prior Town Manager. The Town's Attorney did not approve the lease. The lease began in August 2011, and expired in July 2015. This lease bound both the future Town Manager and the future Council into a multi-year, "non-cancellable" lease. The prior Town Manager approved the authorization for all future payments to be automatically deducted from the Town's bank checking account. We found the contracted service

was never used and not needed because the Town does not process credit card payments. Thus, we consider the costs related to this service which amount to \$1,504 for 48 monthly lease payments plus \$473 in fees, for a total of \$1,977 in questioned costs.

Similarly, a month-to-month lease agreement for a storage unit was established in the name of a prior Town Manager in May 2012. Monthly payments of \$149 are automatically charged to the Town's credit card. The Town's Attorney did not approve the lease. Therefore, we consider the monthly payments of \$149 for 24 months between October 1, 2013, and September 30, 2015, a total of \$3,576, to be questioned costs.

Lastly, we noted that the Town made payments to the contractor for Special Magistrate services based on a letter dated August 15, 2011, which outlined an hourly amount to be billed for services. The letter was signed by the prior Town Manager agreeing to the terms of the letter. However, there was no indication that the Town Attorney reviewed or approved the agreement as required by Town Charter. Thus, we are considering the \$6,877 that was paid to the contractor from October 1, 2013, to September 30, 2015, to be questioned costs.

Total questioned costs: \$12,430

Recommendation:

- 18) We recommend the Town Council ensure that all leases are reviewed and approved by the Town Attorney, prior to execution, as required under the Town's Charter.

Finding (9): THE TOWN MADE LATE PAYMENTS TO CONTRACTORS, AND INCURRED UNNECESSARY LATE FEES, SALES TAX, AND OVER-LIMIT FEES

During our review of contract monitoring, we noted that the Town made late payments to contractors as follows:

- Waste Pro: 15 of 24 invoices (or 63%) were paid after the due date.
- Keshavarz and Associates: Nine of the 51 invoices reviewed (or 18%) were paid after the due date.
- Simmons and White: Three of the 17 invoices reviewed (or 18%), were paid after the due date.

The Town did not incur fees for these late payments. However, the contractor's agreement for Simmons and White stated that payments made after the due date "shall include interest from date of invoice at a simple rate of 1 ½ percent per month." By not making timely payments, the Town risked accruing interest charges had the contractor opted to invoke sanctions provided in the contract.

During our review of credit card and vendor payments, we noted that the Town paid for late fees, over-limit fees, and sales tax on some purchases. These fees could have been avoided with better controls over purchasing and credit card payments, including providing proof of sales tax exemption to vendors.

We identified the following unnecessary fees and charges:

- \$442 in late fees and finance charges as a result of not making payments on time;
- \$139 in sales tax; and,
- \$117 in over-limit fees as a result of Town Management Company exceeding credit card limits.

These unnecessary fees and charges amounted to **\$698**, and are considered questioned costs.

The Town Management contract outlines the processing of all invoices and payments as a contractual function of the Town Manager.

Recommendation:

- 19) We recommend the Town Manager and Town Council ensure payments are reviewed and processed to avoid unnecessary late fees, sales tax and over-limit fees.

Management Response:

- 19) Town Manager's response in part:

Regarding late payments to three firms, Waste Pro, Keshavarz and Associates, and Simmons and White, we do not disagree that late payments occurred; however, this report in some instances took into account the date of the invoice not the date it was received. Additionally, cause of some late payments was due to coordination of Town Council members to execute checks. Further, some late payments were because of the Manager questioning specific information, or requests by the Manager to bifurcate invoice billing into separate components contained within an invoice.

OIG Comment:

The Town Manager's response did not address whether recommendation No. 19 will be implemented. The Town Manager's full response is included as Attachment 1 to this report, and begins on page 22.

Finding (10): THE TOWN DID NOT TAG EQUIPMENT, OR PERFORM A PHYSICAL INVENTORY, AS REQUIRED BY THE TOWN'S PROCEDURES MANUAL

The Town Manager does not maintain an accurate listing of equipment that is owned by the Town. At the start of the audit, there was no detailed listing of inventory, furniture and electronics owned by the Town. At our request, the Town Manager created a listing of items, including furniture, computer equipment, and audiovisual equipment. The list did not contain a cost for every item over \$1,000 having a useful life over one year. Also, none of the items were tagged or etched to show Town ownership.

The Town Management company did not follow the guidelines of the Finance and Accounting Procedures Manual and Florida Statutes referenced therein. The Town's Finance and Accounting Procedures Manual, January 2012, states for property (page 6).

Equipment shall be defined as all items (purchased or donated) with a unit cost of \$1000 or more and a useful life of more than one year. Descriptions and serial numbers of all such equipment shall be recorded and kept in the Town office fire-proof safe. In addition all equipment shall be etched to identify ownership as belonging to the Town of Loxahatchee Groves. An annual physical inventory of fixed assets will be conducted in accordance with Florida Statute 274.02.

We identified four items costing \$1,000 or more with a useful life over one year, totaling \$7,849, which should have been tagged or etched as property owned by the Town as required by the accounting procedures manual. There was no documentation of the current value associated with these items.

Without a detailed inventory of equipment, it would be difficult to file a claim after an insured event such as a natural disaster, theft, or fire. For insurance purposes, the existence and value of equipment would be easily determinable if the Town maintained a detailed inventory. Moreover, because the Town Management company has custody of the equipment, the risk of loss of equipment due to a change in management companies is higher without a clear tagging demonstrating which items belong to the Management Company and which items belong to the Town.

Recommendations:

We recommend:

- 20) The Town Manager complete an updated listing of items owned by the Town which have value of \$1,000 or more, or would have a significant impact if lost during a natural disaster, theft, or fire. This listing should:
 - Include a date of purchase and value or cost of equipment, and distinguishing serial numbers;
 - Be kept in the fire-proof safe; and,
 - Be updated at least annually as required by the Town's Finance and Accounting Procedures Manual.

- 21) The Town Manager ensure all equipment valued at \$1,000 or more with a useful life of more than one year is etched or tagged in order to demonstrate ownership by the Town as required by the procedures manual.
- 22) The Town Council require an annual physical inventory of the Town's property to ensure that it aligns with the inventory listing.

Summary of Management Response:

- 20) Town Manager response in part:

An inventory list was already in existence with respect to all electronic equipment. The computer equipment list did included serial numbers, but not identified items costs. The inventory list for the audio visual was prepared by the vendor as part of the vendor payment and provided to Town at time of installation that included identified costs and serial numbers. The Furniture inventory was created specifically for the OIG as requested...While we concur having the information readily available would assist for insurance purposes, each item exceeds the insurance deductible if stolen, or lost through a natural disaster.

- 21) Town Manager response in part:

The Town purchased inventory tags for all mobile items. The tags will be attached to the items and an annual inventory will be completed.

SUMMARY OF POTENTIAL FINANCIAL AND OTHER BENEFITS IDENTIFIED IN THE AUDIT

Questioned Costs⁸

Finding	Description	Questioned Costs
1	Lack of documentation for contract payments.	\$95,874
6	Payments not in compliance with the Town's Purchasing Ordinance and procedures manual	\$120,017
8	Payments for leases entered into without Town Attorney approval as required.	\$12,430
9	Unnecessary fees for late payments, sales tax, and over limit fees.	\$698
	TOTAL QUESTIONED COSTS	<u>\$229,019</u>

Identified Costs⁹

Finding	Description	Identified Costs
4	Reimbursements outside of scope of contract.	\$1,765

ATTACHMENT

Attachment 1 – Complete Management Response from Town Manager

ACKNOWLEDGEMENT

The Inspector General's audit staff would like to extend our appreciation to the Town of Loxahatchee Groves' Town Council, contractors and residents for their assistance in the completion of this audit.

This report is available on the OIG website at: <http://www.pbcgov.com/OIG>. Please address inquiries regarding this report to Robert Bliss, Director of Audit, by email at inspector@pbcgov.org or by telephone at (561) 233-2350.

⁸ Questioned costs can include costs incurred pursuant to a potential violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the expenditure of funds, and/or a finding that such costs are not supported by adequate documentation, and/or a finding that the expenditure of funds for the intended purpose is unnecessary or unreasonable in amount. As such, not all questioned costs are indicative of potential fraud or waste.

⁹ Identified costs are those dollars that have a potential of being returned to offset the taxpayers' burden.

ATTACHMENT 1 - Management Response-Town Manager



Town of Loxahatchee Groves

155 F Road
Loxahatchee Groves, FL 33470

Phone (561) 793-2418
Fax (561) 793-2420
www.loxahatcheegrovesfl.gov

September 20, 2016

We would like to take this opportunity to thank the OIG for their extensive detailed nine (9) month examination of the 2-year study period beginning October 1, 2013 and ending September 30, 2015. Although the review seemed exhaustive, one's perception of the work product does not reflect an unbiased evaluation of the Town of Loxahatchee Groves performance. A fundamental issue is due to the position the OIG takes regarding municipal management services in concept specifically the lack of understanding of the role and function of the Town Manager as anything other than the traditional Manager/Employee municipality as opposed to a municipality that contracts out all its services.

To the Town Council's credit, the three firms engaged to provide municipal services have all had extensive municipal experience in South Florida. None of the three Management firms had a learning curve with respect to operations of local governments.

A theme that contract services create risks for the Town is stressed through the entire Audit Report. The Report begins by acknowledging the trend in outsourcing municipal services, and identifies several factors for success. We feel that "delineation of clear scope of work, appropriate performance standards, solid performance evaluation techniques, and strong contract administration and management oversight" as stressed in the Report is no different than what is expected from the traditional municipality with employees.

One could argue the work performed in this Report could have yielded a better product for the Town and its citizens if the effort had focused on identifying the inconsistencies between the Town Charter, RFP for Management Services, Management Services Contract and FAAC Policies and Procedures Policy. Instead, the Report cherry picks pieces of the four documents in an effort to apply to what they perceive as specific standards. These same documents applied by this audit to a traditional municipality with Manager/Employees would produce similar if not the same outcome.

In fact, the Management staff has been working to identify the various inconsistencies that create what the OIG believes is failed performance in the Town before the OIG had announced its Audit Schedule of FY2016 which included the Town of Loxahatchee Groves.

At no time did the Report try to meld the Charter, RFP for Management Services, Management Services Contract, and the FAAC Policies and Procedures Manual to any of the findings identified. On the other hand, the Audit Report never looks to the Fiscal Policies that are adopted annually by the Town Council, with respect to any of its findings.

The following is Management's Response to the Audit Report.

William F. Underwood, II, Town Manager

ATTACHMENT 1 - Management Response continued

Finding (1): THE TOWN DOES NOT HAVE ADEQUATE POLICIES AND PROCEDURES FOR CONTRACT MONITORING

While it is true that the Town Manager's Contract states the Manager monitors all Town Contracts, that is in conflict with certain Town contracts whereby others are designated as monitors on those specific contracts. Presently, we can specifically identify three contracts that are outside the Manager's purview.

- Contract files are not used for documents supporting amounts being paid.
- Project reports and correspondence were primarily maintained in electronic files.
- Of the 16 contracts provided to OIG, there is no requirement in those contracts to provide time logs for contracts that bill on an hourly rate basis. We do not understand how a time log is evidence of contract review or monitoring.

We would recommend the Town Council consider uniformity in the Contract criteria relative to payment structure.

No Executed Contracts:

- Land Research Management did have an executed contract with the Town for services rendered; however, the contract may have or may not be expired. It is questionable that the firm has fully completed the task identified in the Contract relative to the Comp Plan as the Town continues to work on modifications to its Comp Plan beginning in 2011 and continuing through today. With regard to the services contract, the Town Council Agenda Report of 2007 reflects LRM engagement to provide Town planning consultant services (See Exhibit A).

In addition, the Town Council has continued to use LRM for planning consultant services and rendered payment for services received continuously since 2007.

- The contract for Special Magistrate services with Caldwell Pacetti was not mentioned in the Audit Report under "Finding 1" even though it too was included as one of the 16 contracts provided by the Town. Even though there was a letter agreement approved by the previous management firm, there was no approved contract by the Town Council. Just like the LRM contract, the Town Council continued to use their services and rendered payment for services received.

In August, the Town issued Requests for Letters of Interest for Special Magistrate services, and three (3) proposals were submitted. The Town Council is scheduled to interview all applicants at its September 20, 2016 meeting.

No Insurance Documentation:

- While the Contract with Land Research Management identified specific insurance requirements, the Town Council took specific action waiving identified insurance requirements in 2007.
- We disagree with the Audit Report that Tew & Taylor did not have Workers Compensation Insurance on file with the Town. Tew & Taylor provided their annual exemption from Workers Compensation through the State of Florida each year.

ATTACHMENT 1 - Management Response continued

The Audit Reports ignores several Town Contracts that were provided and reviewed that also did not have insurance policies on file as follows: Town Road Maintenance Services Contract with Loxahatchee Groves Water Control District, and Frank Schiola Contract.

Questionable Costs:

- **Land Research Management Inc. (LRMI – Planner Services):**

We disagree with the Audit Report relative to the questionable cost of \$95,071 to Land Research Management for the Audit period beginning October 2013 and September 30, 2015. Specifically most of those payments were ordered and work directed by the Town Council to LRM for services including, but not limited to planning, comprehensive plan modifications, moratorium issues, and various other Council directed planning related services.

- **Tew & Taylor (Code Enforcement):**

We disagree with the Audit Report relative to questionable cost of \$803 to Tew & Taylor for contractor to conduct work on weekends without evidence of the Town Manager approval at a higher hourly rate for the Audit period. Code Enforcement Services Contract allows a higher hourly rate for weekend work. The Contract does not specify the methodology of approval for this weekend work to be performed. All cases identified as questionable by the OIG are regarding noise complaints with the exception of one case, and in that instance there was a specific reason for the early morning call out.

Additionally, to the best of our knowledge, the Audit Report does not reflect that they contacted the Town's former Town Manager Kutney to inquire if he had approved the weekend hours as submitted in the Tew & Taylor invoicing. We would assume that the OIG would have a policy of contacting specific parties to gain a perspective of oral conversations regarding the authorization in question.

- **A&B Engineering:**

We disagree with the Audit Report relative to Work Authorization, percent complete or fee earned, and no approved insurance on file relative to A&B Engineering. We have provided the Work Authorization, correspondence between the contractor and Town Manager, correspondence reflecting telephone conference calls with Town Manager and Town Attorney, preliminary survey and road plat relative to legal descriptions and survey work performed on the three projects identified as Bryan Road, Glen Platt/Folsom, and North Road Survey. Legal descriptions for Bryan Road were incorporated into Easements signed over to the Town by all Bryan Road residents, and Glen Platt/Folsom properties and recorded in the PBC public records prior to the Town resurfacing those specific roadways.

With respect to Insurance policies, the Town received the required insurance certificate from the contractor for 2013-2014. No further services have been provided by contractor after the completion of the above mention work in 2013, and as such no updated insurance has been required (See Exhibit B).

Payments to A&B Engineering were not identified in the Audit Report as questioned costs even though the Report identifies many of the same deficiencies as identified in the LMR and Tew & Taylor Contracts.

With the exception of the three Town engineering contract, most Town contracts in place precede our commencement date with the Town. Because of undocumented changes to many of the Town's existing contracts, we have implemented adoption of Resolutions for Town Council action as it provides the ability to better track Council actions. For example when we were researching LRM insurance requirements, we

ATTACHMENT 1 - Management Response continued

discovered that in 2007 the Town Council at a regular meeting waived insurance requirements included in the LRM contract by a voice vote only without ever amending the contract.

We concur with the Audit recommendation relative to review of insurance requirements, on an annual basis, and will request updated insurance documents as needed.

We would further suggest and recommend the Town Council consider uniformity in the Contract criteria relative to insurance requirements on future contracts.

Finding (2): THE CONTRACT FOR TOWN MANAGEMENT SERVICES DOES NOT ALIGN WITH THE TOWN CHARTER, AND THE ORGANIZATIONAL STRUCTURE CREATES RISKS FOR THE TOWN

This is an accurate statement; however, the finding is insufficient. Not only does the Town Management contract not align with the Town charter, it does not align with the Request for Proposals (RFP), or the Town's policy and procedures. The Audit's characterization ignores the Town's inalienable right to determine how it desires to manage the Town. In other words, the Town Council and citizens have the right to self-determination through home-rule.

The report ignores the fact Town Manager is "appointed by resolution," and presumes the Town Manager shall receive such compensation as determined by the Town Council. The report implies that after the issue was brought forward to the Town Manager on March 4, 2016 by OIG, that the issue would be addressed by a resolution to hold a referendum vote to amend the Town Charter. Had the investigation inquired, the report would have stated the discussion regarding conflicts between the Town Charter, Management Services RFP, Management Services Contract, and FAAC Policy and Procedures Manual along with policy aspects of Town Manager duties and responsibilities were first addressed by Loxahatchee Groves Water Control District Supervisor John Ryan at the Town Council meeting in August 2015.

At the October 13, 2015, meeting, the Town Manager identified the conflicts regarding management duties and responsibilities in the four documents. At that time, the Town Council requested that the Town Manager provide a revised Contract to address all the necessary changes for Town Council consideration. At no time was the matter of employee/firm relationship identified as a concern.

In March, the Town Council modified the UMSG Contract to reconcile the discrepancies between the documents. In relation to other separate matters, the Town Council decided to include three (3) Charter referendums questions for voter consideration, as changes to the Charter cannot be modified, changed, or altered through a legislative resolution, or ordinance.

The Audit Report chose to identify only a very select portion of the Charter while ignoring other conflicts in the Charter, RFP, Contract, and policies as it relates to management.

For example, as part of the duties and responsibilities included in the Charter is the provision that identifies the Town Manager as the sole signer on all checks of the Town even though in 2010-2011, the Town Council adopted a Resolution identifying the Town Council as sole signers on all checks. Additionally, the FAAC Policy and Procedures specifies that checks to be signed by Town Council members only.

The Audit Report chose only to focus on the language of the Charter as it relates to the form of employment by the Town of a Manager as employee rather than as contracted services without at a minimum identifying other language contradictions of the Charter. In fact, the check signing conflict was identified to the OIG staff, but was dismissed because the Town adopted a Resolution making the change. Changes to the Charter cannot be

ATTACHMENT 1 - Management Response continued

modified, changed, or altered through a legislative resolution, or ordinance, however in this Audit Report the OIG attributed their suggestions of March 2016 as a factor for the Charter change to be included in a voter referendum.

At no time since the Town incorporated in 2007, has the Town of Loxahatchee Groves ever entered into an employer/employee relationship with its previous Managers. In fact, four of the five original Town Council members were also part of the Incorporation committee. Additionally, the Town's legal firm was used by the Incorporation committee in drafting its charter and preparing the RFPs and contracts for management services for the previous and current management company.

- **Segregation of Duties:**

It remains unclear how managing the Town through a management contract or employee Town Manager creates "several risks for the Town." Specifically, the report identifies an issue with "Segregation of Duties" as recommended in the U. S. General Accounting Office (GAO) *Standards for Internal Control in the Federal Government*. First, the Town's Charter has a no interference clause regarding Council interference with Town staff, whether a contract company or Town Manager employee, all employees report to the head of the operation, i.e. Town Manager. In either case, the employees work at the pleasure and under the control of the Manager. We believe that this noninterference clause is a standard practice in most cities in South Florida, to include Palm Beach County.

- The report states the Town Management company has the ability to "[i]nvoice the Town for Town Management services, approve the invoice, and print a check to pay itself." The Town management company, under current circumstances, cannot "pay itself." Only the Town Council has the ability to pay the management company as two of the authorized signatories of Town Council members sign all checks issued.

The structure used by the Town is likely more secure than most local governments. For example, a typical local government in Palm Beach County, a Manager or through its Finance Director approves the invoices, authorizing the check printing to pay invoices without Council direct oversight and review as very few cities still manually sign all checks. City Managers/Employees in traditional municipalities approve, print, and pay themselves, without the benefit of their respective legislative bodies reviewing and signing those checks individually.

- Approximately 98% of all payments received by the Town are through wire transfer or EFT, we are responsible to record them, as well as planning and zoning permit payments that over 99% received by the Town are through checks.
- It is true the management firm oversees the code enforcement contract function; however, the Audit report is completely incorrect, as the Management Company does not fine individuals for code enforcement infractions. The Town's Special Magistrate sets the amount for infractions and records the magistrate's order, collects and reconciles the amount collected in the accounting system.

As in many local governments, whether contracted or employee hired, the Town Manager has the responsibility to initiate and authorize purchases, authorize payments, receive goods, and manage inventory.

The Audit Report failed to acknowledge a vital internal control function provided by the Finance Advisory and Audit Committee (FAAC) composed of the following members:

- Chairman Lung Chiu, Inspector General of the Palm Beach County School Board;
- Vice Chair Elise Ryan, former Finance Director Lucent Technologies;

ATTACHMENT 1 - Management Response continued

- Chery Miller, IRS Enrolled Agent;
- Ken Johnson, former JC Penney Company Finance Division; and
- Virginia Standish, private sector accounting.

This committee is charged with reviewing all financial statements, payments, deposits and expenses incurred monthly, and provide the Town Council with monthly reports. This committee specifically reviewed all Land Research Management invoices, all cost recovery accounts, all reimbursements including mileage reimbursements to staff, sales tax charges, late payments, and finance charges on a monthly basis as well.

Finally, it should be noted that with respect to segregation of duties and internal controls there are several governments in Palm Beach County, and throughout Florida, that have as many employees as Town management staff has, and those municipalities are faced with the same situation with respect to segregation of duties and internal controls regardless of structure.

- **Potential for Conflicts of Interest:** The Town Management firm does not participate in activities which could be construed as a conflict of interest and the firm has disclosed activities including work for other municipalities, but has no relationships with any Town contractors that could have the potential for actual or perceived conflicting priorities. The Town Manager and management staff adhere to the Palm Beach County Ethics Ordinance, and all state filing and reporting requirements similar to the requirements for municipal employees in Palm Beach County.
- **Business Continuity and Succession Planning:** "The key functions of the Town Manager, Town Clerk, Planning and Zoning, Code Enforcement, Financial Management, and Office Coordinator (support staff) could all be vacant simultaneously until a new contractor(s) assumed the duties."

The Town Council has always had a past practice of arranging with its previous management firms to assist in the transition to a new company. The three firms the Town has selected have all been prior professional city, town, or village managers. As professional managers, the transition between management companies has occurred somewhat seamlessly each time.

If the OIG had inquired about past transitions, there would have been no need to comment on succession planning as the Town Council has always provided for seamless transitions. With respect to Community Strategies (the first management company) they continued to provide financial support during the transition to Frank Spence (the second management company), and the Town Clerk was hired by Spence. When UMSG began, it spent the last week of the Spence contract in the office with the Manager Spence and Town Clerk Harper. It also received all requested financial documents from the Financial Services provider used by Spence firm so that UMSG could close out their fiscal year.

During the study period, the report stated that code enforcement was a key function even though the Audit Report identifies Tew & Taylor as the Code Enforcement Services provider. Again, the contradictions of FAAC Policy and Procedures Manual which identifies code enforcement as a key function of the management firm.

The report also stated: "Moreover, there is a risk of loss of critical documentation such as financial records because they are not in the custody and control of the Town."

The current Town Management firm provided the Town Council an assessment over four years ago that they, the Council, should provide for their own financial recording and reporting system rather than rely on its management firms to provide the information in a usable format. The Town Manager urged the Town Council to contract with a firm that could provide a financial SaaS solution for the Town. The Council approved a contract during the examination period and implementation is scheduled for FY2017.

ATTACHMENT 1 - Management Response continued

The Audit Report did not identify this activity even though they reviewed the Contract with Blackbaud, the financial SaaS provider.

At this point, the Town will have complete control of its financial records.

Finding (3): THE TOWN COUNCIL DID NOT CONDUCT PERFORMANCE REVIEWS OF THE TOWN MANAGEMENT CONTRACTOR AS REQUIRED BY THE CONTRACT

Town Management has provided the Town Council with two separate Performance Evaluation Review Templates for their review and consideration. To date, the Town Council has not taken action to review, revise, seek other templates, or accept those received.

Evaluations are identified to occur each year to coincide with the release of the annual Audit. The Town Council in the past has looked to bidding Management Services each year beginning in Year 3 and 4 of the current ongoing contract rather than conducting performance reviews. The contract was renewed on each of those identified years as there was no majority to go out to bid. In fiscal year 2015, a majority of Town Council decided to bid Management Services in June. Again, no evaluation was considered. Bids were received, and a new management firm was selected; however, they withdrew their proposal the following week.

At no time did UMSG consider resubmitting a proposal for the contract. UMSG did advise the Council each year that it would do whatever was necessary to ensure a successful transition with the successful firm selected. In addition, UMSG requested the Town Council allow it to help develop a new RFP that was in line with the requirements of the separate governing documents to include current or more effective standards. Each time the Town Council majority chose to use the same RFP that has been used since 2007 with the exception of the 2015 RFP that the Town Council requested FAAC input. The only change to the RFP provided was for the Planning and Zoning function to be included as part of the services to be provided.

We would recommend that the Town Council should seek guidance in drafting a new RFP for Management Services that ensures that all provisions of the Charter, RFP, Management Contract and any policies and procedures in place are addressed to avoid confusion in the future choices.

Finding (4): THE TOWN MANAGEMENT CONTRACTOR WAS REIMBURSED FOR EXPENSES OUTSIDE OF THE SCOPE OF THE CONTRACT

Town Management Contractor was reimbursed for expenses outside of the scope of the Contract.

If it was the intent of the Council to not reimburse mileage, or notary training costs and fees, then the Council would have noted such in the Addendum to the RFP. This Addendum to RFP 2011-006 specifically identified, and included that the contractor would be responsible to pay, through their contract, for the cost of the proportionate share of the OIG costs of \$0.25% of certain contract expenses to the Office of Inspector General, and proposers should include such in the cost proposal of a response to the RFP.

In order for Council to expect the contractor to include mileage costs in their proposals, the RFP would have indicated the number of miles to be traveled, on behalf of the Town, by the contractor, similarly to what was included in the Addendum for OIG expenses. Additionally, when we entered into the contract, it was past practice to reimburse previous management companies for mileage and any expenses incurred on behalf of the Town.

ATTACHMENT 1 - Management Response continued

While the OIG is stating a fact that the contract does not state that such expenses will be paid, it is also a fact that the contract does state that such expenses will not be paid. While it is true that the Contract with UMSG indicated that payment would be made monthly for providing services as outlined in the contract, specifically 95 hours, it is not necessarily true that specific tasks would require travel to offsite meetings as offsite meeting are not identified in the contract or RFP.

Additionally, deposit of monies, performance of planning, zoning, administrative, and other duties as may be required by the Council does not imply or infer that UMSG or its employees will incur the cost of such travel on behalf of the Town. In fact, the Town could engage an armored car firm to provide for the pickup and delivery of the deposits at an approximate annual cost of \$6,000 and use alternative mode travel to include taxi services throughout the Town, to attend meeting, or perform other duties required by the Town Council. Alternatively, the Town could purchase a vehicle.

Reimbursements of \$1576.00, made by the Town, to specific personnel of UMSG for individual expenses incurred on behalf of the Town is an obligation of the Town, and not of UMSG. For example, travel by staff to PBC Water Utilities in Boynton Beach, FL for establishing water service at the Town Hall is an obligation of the Town, not one of UMSG or its employees.

The Audit noted that the Town paid \$189 for a UMSG staff member to become a Notary. There is no requirement in the contract or elsewhere that UMSG provide notary services on behalf of the town. Every municipal government in PBC pays for the training and associated fees of its employees to become Notaries. Specifically, UMSG contract stated that that "it would be responsible for payment of all fees and/or costs associated with Professional Designation, Certifications, and Licenses of any individual required to possess a professional designation, certification, or license by the Town Charter or the RFP 2011-16." The only position that requires a professional designation, certification, or license in the Town Charter or the RFP is that of the Town Manager which is required to be a Credentialed Manager, not a Notary.

UMSG has not requested or been reimbursement for payment of all fees and/or costs associated with the Town Manager professional designation, certifications, and licenses, or those held by the Town Clerk or any of its staff.

The Audit Report failed to report that the FAAC Committee reviews all reimbursements to include mileage, and notary services. At no time did the FAAC express concerns or include comments to the Town Council as part of their monthly report about the mileage reimbursement, reimbursement forms used, or the detail included as part of the reimbursement. Beginning in April 2015, Vice Chair Else Ryan questioned staff mileage reimbursement to Boynton Beach relative to establishing a water utility account for the New Town Hall. While the FAAC chose not to address this concern to the Town Council, Management advised the Town Council on the concern expressed by Vice Chair Ryan.

Additionally, the Audit Report failed to report the reimbursement of purchases made individual members of the Citizen Emergency Response Team "CERT" for purchases made.

Finding (5): THE TOWN DID NOT ALWAYS RECORD MEETING MINUTES PROMPTLY, OR MAKE THEM AVAILABLE FOR INSPECTION, AS REQUIRED

We concur that meeting minutes be made available as soon as practical after the meeting. In the meantime, web-streaming video is recorded and available for review within 24 to 48 hours after the meeting to the public. On occasion, circumstances beyond our control may cause a delay in minute presentation to Council.

ATTACHMENT 1 - Management Response continued

Finding (6): VENDOR PAYMENTS WERE NOT ALWAYS IN COMPLIANCE WITH THE TOWN'S PURCHASING ORDINANCE AND PROCEDURES PURCHASING ORDINANCE AND PROCEDURES

Vendor Payment not always in compliance with Town's Purchasing Ordinance and procedures

We concur that we did not always comply with Town's Purchasing Ordinance and procedures. However, we would like to take this opportunity to further illuminate, as some of the comments made in Report may be misleading. For instance, while it may be true that OIG sampled 33 transactions in vendor payments and 300 transactions in credit card payments made during the two (2) year period, we believe based on our observation, and evidentiary material of nearly 100% of vendor transactions and credit card transactions were reviewed by OIG staff.

- Examples noted by the report of 12 credit card transactions with missing receipt that have been identified as questioned costs can be supported through visual identification, and independent third party confirmation.

For instance, the Town provides delivered meals to Town Election workers, and within the statement, the receipt for the meals delivered was noted as missing and included a copy of the Tou Jay's Restaurant food order placed for the date of election with the associated cost.

While the Audit Report states that it may appear that controls are weak and do not adequately protect the Town's assets, it should have identified all payments for any invoice whether it is by vendor, payments, or contractor payments are reviewed by at least two council members. Executed transactions logs by Town Council members were included as part of the review and approval of purchases and payments.

Additionally, the Report should have acknowledged that credit card transactions are also reviewed by the Town's Finance Advisory and Accounting Committee on a monthly basis. Committee members were provided information with respect to purchases and missing receipts. Chair Chiu had previously advised that notations of missing receipts should be included as part of the credit invoicing, and payment. FAAC always has urged and staff concurs that every attempt be made to avoid loss of receipts.

While the Audit Report identifies the issuance of multiple credit cards by the Town, it could have been beneficial to the OIG staff if they had inquired as to why there were multiple cards issued. The FAAC recommended that an additional Town credit card be issued to a managing partner for UMSG as the firm was making purchases on behalf of the Town, and sales tax was being charged to UMSG credit card for such purchases. (See Exhibit D).

- With respect to payments made over \$1000, the Audit states that staff did not maintain sufficient documentation demonstrating that telephone quotes were obtained prior to each purchase. The 9 credit card transaction of \$13,799, and two payments by check totaling \$3955 were supported by written quotes rather than telephone quotes that were received in advance of purchases, and provided for the Audit, but rejected for various inconsequential reasons.

ATTACHMENT 1 - Management Response continued

Town did provide what we believe is sufficient documentation of the quotes received in writing or by internet on all items over \$1000 despite the fact that only verbal quotes by telephone were required. For example, it has been indicated that evidentiary documentation for Town Hall dedication barbeque was insufficient, as the selected menu, items did not provide totals from one of the vendors. Secondly, adequate quotes were provided for necessary furniture items needed for the New Town Hall by more than three (3) vendors. The quotes were not acceptable because they identified in an aggregated list of office items needed rather than segregated by individual item such as conference room chairs, and some quotes did not contain identical items for comparison.

The Town Manager did not approve all payments as required. The Town's Finance & Accounting Procedures states, "Under no circumstances will: Invoices be paid unless approved by the Town Manager."

- We agree that payment of \$4,997 in credit card payments and \$354 in vendor payments lacked the signature approval of the Town Manager on the invoice that was processed for payment.
- We agree there were 11 invoices in contractor payments that did not contain the signature approval of the Town Manager on invoices processed for payment as indicated. The invoices in question represented 7 invoices in FY2014, and 4 invoices in FY2015.

Even though invoices were not signed by the Town Manager when processed for payment, all services as identified in the questioned invoices were provided by Tew & Taylor, Waste Pro, and Keshavz & Associates, and the invoices were approved and paid by the Town Council.

As mentioned in Management's response throughout this report, there are many conflicts between many of the Town's documents. The Manager function is to verify and process invoices for payments, and approval authority rests solely with the Town Council. While the FAAC policies state that the Town Manager shall approve all invoices, the Town Management Contract reflects that the Town Manager shall process payments, and does not address signing invoices as a requirement.

DIG staff reviewed invoices submitted by Loxahatchee Groves Water Control District for road maintenance services contract that there not signed or verified for payment by the Town Manager, but the Audit Report failed to identify those invoices payments.

The invoices in question were paid by official action of the Town Council without the approval or ability of work verification, or resubmission of corrected invoicing by the contractor was provided.

Finding (7): THE TOWN DID NOT ALWAYS ISSUE IRS FORM 1099-MISC TO CONTRACTORS.

We concur with the recommendation and will seek guidance to ensure compliance with IRS guidelines.

Finding (8): CONTRACTS WERE ENTERED INTO WITHOUT TOWN ATTORNEY APPROVAL AS REQUIRED BY TOWN CHARTER

We agree that Town Attorney did not approve the credit card processing service established in August 2011 by the former Management Company. Staff attempted to cancel the lease to include requesting an early release consideration, but to no avail.

ATTACHMENT 1 - Management Response continued

- The month to month storage facility lease agreement was entered into by Town Manager Kutney as a result of the loss of one office unit rented to another vendor by the landlord, Yee's Corporation. The rental charge for the storage unit at the time was less expensive than renting an additional office unit of \$600 monthly as proposed by Yee's Corporation. (See Exhibit C)

We would like to point out that two separate monthly subscription services that also were not approved by the Town Attorney as follows: Boost Mobile in the amount of \$55.00 monthly for cellular phone service for the Town's Waste Monitor, and Microsoft Exchange in the amount of \$112.00 monthly for email service accounts for 14 users. Carbonite and Dropbox are two other services used by the Town that are paid electronic and no contract is available for Town Attorney approval. While reviewed by the OIG, it was not included in the Audit Report.

We will ensure that all contracts are signed by the Town Attorney; however, we have no solution for such approvals for subscriptions such as those identified above.

Finding (9): THE TOWN MADE LATE PAYMENTS TO CONTRACTORS, AND INCURRED UNNECESSARY LATE FEES, SALES TAX, AND OVER-LIMIT FEES

Regarding late payments to three firms, Waste Pro, Keshavarz and Associates, and Simmons and White, we do not disagree that late payments occurred; however, this report in some instances took into account the date of the invoice not the date it was received. Additionally, cause of some late payments was due to coordination of Town Council members to execute checks. Further, some late payments were because of the Manager questioning specific information, or requests by the Manager to bifurcate invoice billing into separate components contained within an invoice.

The report also noted "...that the Town paid for late fees, over-limit fees, and sales tax on some purchases." Again, Town Management does not control elected officials or their schedules. Since management is not a signatory on the Town's checking account, late fees for credit card payments are a function of signatory availability. Over-limit fees are a function credit card posting reserves against the available balance and orders being fulfilled concurrently. Sales tax proof of tax exemption is used whenever and wherever practical. Unfortunately, there are times when management staff is coincidentally at a vendor that can provide supplies needed by the Town; however, the tax-exempt form cannot be used because the staff uses their personal credit or debit card to make the needed purchase.

These three categories totaling \$689 were reviewed, and payment approved and signed by members of the Town Council. Additionally, these items were reviewed, discussed, and approved at various times during the performance period by the FAAC, chaired by Mr. Lung Chiu. At no time earlier in the FAAC review was this matter ever reported to the Town Council as a concern.

Management does not disagree that the Town Management contract outlines the processing of all invoices and payments as a contractual function of the Town Manager. However, as indicated throughout this report and our response, the conflicts between the RFP, Town Charter, Management Contract, FAAC Policy and Procedures, and the Town Council Fiscal Policy, mitigating the matters raised in this report are more complex than delineated by the OIG through selective application of specific rules in conflict.

ATTACHMENT 1 - Management Response continued

Finding (10): THE TOWN DID NOT TAG EQUIPMENT, OR PERFORM A PHYSICAL INVENTORY, AS REQUIRED BY THE TOWN'S PROCEDURES MANUAL

OIG states: "At the start of the audit, there was no detailed listing of inventory, furniture and electronics owned by the Town. At our request, the Town Manager created a listing of items, including furniture, computer equipment, and audiovisual equipment. The list did not contain a cost for every item over \$1,000 having a useful life over one year. Also, none of the items were tagged or etched to show Town ownership."

- An inventory list was already in existence with respect to all electronic equipment. The computer equipment list did include serial numbers, but not identified items costs.
- The inventory list for the audio visual was prepared by the vendor as part of the vendor payment and provided to Town at time of installation that included identified costs and serial numbers.
- The Furniture Inventory was created specifically for the OIG as requested.

It must be noted that with the exception of the digital camera in the council chambers that is used for web streaming video of Town Council Meetings, the encoder that transmits the video to the website, receiver, along with the rack that holds the encoder, and the Town Manage Desk, no other items identified in the Inventory provided or created for the OIG are over \$1,000.

The Town purchased inventory tags for all mobile items. The tags will be attached to the items and an annual inventory will be completed.

While we concur having the information readily available would assist for insurance purposes, each item exceeds the insurance deductible if stolen, or lost through a natural disaster.

The Town Council Fiscal Policy adopted annually states that in 1.B.5, "The Town shall maintain its capital and non-capital asset records in accordance with the policy and procedures set forth by the Town Manager. Individual asset costing \$5,000 or more shall be capitalized. However, non-capital mobile assets costing \$1,000 or more and electronic equipment shall be tracked for inventory purposes."

ATTACHMENT 1 - Management Response continued

Management Response Loxahatchee Groves

Exhibit "A"

ATTACHMENT 1 - Management Response continued



Regular Town Council Meeting
AGENDA PACKET

Tuesday, June 21, 2011

Master Page 1 of 52

ATTACHMENT 1 - Management Response continued



Meeting Date: November 6, 2007

Regular Agenda Item No. 15

Town of Loxahatchee Groves

155 F Road
Loxahatchee Groves, FL 33470

TOWN OF LOXAHATCHEE GROVES

Phone (361) 793-2418
Fax (361) 793-2420
www.loxahatcheegrovesfl.gov

AGENDA MEMO

Subject Matter: Planning Consultant Contract – Land Research Management

Background: The Town has retained the services of Land Research Management to provide the Town with planning consultant services in respect to addressing applicants in the county's DRO process and other various planning issues that may arise. Town staff is looking for approval of the contract to provide such services.

Backup Material: Planning Consultant Contract – Land Research Management

Action: To approve above stated contract

ATTACHMENT 1 - Management Response continued

Management Response – Town of Loxahatchee Groves

Exhibit "B"

ATTACHMENT 1 - Management Response continued

1/20/10 Discovery - Perla Underwood - Outlook

Addressing search (process: MS1, 10/10)

The top 500 mailboxes and public folders with the most hits are displayed below.

All items
Item count: 97
Size: 214 MB

Will Underwood 1
Item count: 97
Size: 214 MB

Item Name	Date	Preview
Mark Kutney Draft Agreement Land Surveying Services	6/28/2013	
dpainter@ahengineering.net Re: Draft Agreement Land Surveying Servis	7/1/2013	
Bram A. Maravent Revised Professional Agreements (E&O)	7/1/2013	
FW: Revised Professional Agreements (Eng)	7/1/2013	
FW Draft Agreement Land Surveying Servis	7/1/2013	
Mark Kutney FW Draft Agreement Land Surveying Servis	7/1/2013	
Dennis Painter RE: FW: E&O Insurance	7/9/2013	
Mark Kutney FW: E&O Insurance	7/9/2013	
Bram A. Maravent RE: FW: E&O Insurance	7/23/2013	
Mark Kutney RE: E&O Insurance	7/23/2013	
Bram A. Maravent Land Surveying - Final Proposed 070913.doc	7/9/2013	
Mark Kutney FW: Land Surveying - Final Proposed 070913	7/10/2013	
Susan Eichhorn Agenda Packet for 7-16-13 Town Council M	7/16/2013	
Andrea Lemer Loxahatchee Groves SWA matter	7/16/2013	
Susan Eichhorn Contract ready for signing	7/23/2013	
Mark Kutney Dennis Painter Contact	7/23/2013	
Mark Kutney		

FW: E&O Insurance

Mark Kutney
1/9/2013
Invoiced 2/20/13

Blank

What do you think good to go?

Mark

Mark A. Kutney, MCP, SCMA, CM
Town Manager

TOWN OF LOXAHATCHEE GROVES
14579 Southern Blvd, Suite 7
Loxahatchee Groves, FL 33478
(561) 793-2410, Phone
(561) 793-2420, Fax
www.loxahatcheegroves.org

Note: Please direct all future correspondence to:
mkutney@loxahatcheegrovesfl.gov

Original Message-----
From: Dennis Painter [mailto:DPainter@ahengineering.com]
Sent: Tuesday, July 09, 2013 1:15 PM
To: Mark Kutney
Subject: RE: FW: E&O Insurance

Mark

Regarding our insurance policy, our policy is for \$1,000 each occurrence and \$2,000,000 aggregate. According to our agent, we can add the Town to our general liability policy, but not to our professional liability policy.

Is there anything else that the Town requires from us?

Dennis Painter
Registered Land Surveyor

A & B Engineering, Inc.
3461 Fairlane Farms Road
Wellington, FL 33414
Phone: (561) 393-7480

Quoting Mark Kutney
mkutney@loxahatcheegrovesfl.gov:

> Gentlemen,
>
> As promised, here is the final request related to the Insurance.
>
> Please respond back to me as quickly as you can addressing the items
> so that I can get this to the attorney and keep the agreements moving
> forward for approval tonight.
>
> Best regards,
> Mark
>

ATTACHMENT 1 - Management Response continued

August 26, 2013



A&B Engineering, Inc.

Mark Kutney, Town Manager
Town of Loxahatchee Groves
114579 Southern Blvd. Suite 2
Loxahatchee Groves, FL 33470

**RE: PROPOSAL FOR LAND SURVEYING SERVICES:
PREPARE MAINTENANCE MAP FOR PORTIONS OF NORTH ROAD
OUR PROJECT NO. 96035-NN, DRAWING NO. FP-1589V**

Dear Mr. Kutney:

A & B Engineering, Inc. will prepare a Roadway Maintenance Map and Special Purpose Survey for the southerly maintained side of North Road adjacent to "B" Road, and E Road for a lump sum fee of \$11,660. The Maintenance Map will include the determination and survey of the historic roadway maintenance line as currently in use. The Maintenance Map and certified Special Purpose Survey will be drawn in such a manner so as to be approved and executed by the Town Council and/or District Board, and suitable for filing in the Public Records of Palm Beach County, Florida. Printing will be additional and copies will be billed at 115% of our cost. We expect the project to be completed and delivered to the District for filing within 4 to 6 weeks from receipt of your written authorization to proceed.

Thank you for your consideration and we look forward to serving you.

Sincerely,

A & B ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Dennis Painter'.

Dennis Painter
Registered Land Surveyor
Chief of Survey

DP:s

M:\PROPOSALS\SURVEY\96035NN - 1 OF NORTH ROAD Maintenance Map & Survey.dwg

Consulting Engineers • Land Surveyors

3461 Fairlane Farms Road, Wellington, Florida 33414 • Tel: 561-383-7480 • Fax: 561-383-7485
E-mail: abengineering@abengineering.net • Website: www.abengineering.net

ATTACHMENT 1 - Management Response continued

August 29, 2013



A&B Engineering, Inc.

Mack Kutney, Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd. Suite 2
Loxahatchee Groves, FL 33470

**RE: PROPOSAL FOR LAND SURVEYING SERVICES:
REVIEW DEEDS OF ADJACENT GLENN TRACTS ON FOISOM ROAD
OUR PROJECT NO. 96035-PP**

Dear Mr. Kutney:

A & B Engineering, Inc. will review deeds and prepare a statement as to the findings of the adjacent parcel locations for a lump sum fee of \$240.

This proposal is based on the title information being provided to A & B Engineering by the Town. We expect the project to be completed within 1 week from receipt of the Town's written authorization to proceed.

Thank you for your consideration and we look forward to serving you.

Sincerely,

A & B ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Dennis Painter', written over a horizontal line.

Dennis Painter
Registered Land Surveyor
Chief of Survey

DP:s

AL:PROPOSAL SURVEY 96035-PP - FOX - LINA GLENN PARCEL LOCATIONS.doc

Consulting Engineers • Land Surveyors
3441 Fairlane Farms Road, Wellington, Florida 33414 • Tel: 561-383-7480 • Fax: 561-383-7485
E-mail: abcengineering@abcengineering.net • Website: www.abcengineering.net

ATTACHMENT 1 - Management Response continued

August 29, 2013



A&B Engineering, Inc.

Mark Kutney, Town Manager
 Town of Loxahatchee Groves
 14579 Southern Blvd. Suite 2
 Loxahatchee Groves, FL 33470

**RE: PROPOSAL FOR LAND SURVEYING SERVICES:
 BRYAN ROAD LOCATION & REVIEW - 0.73 MILES
 OUR PROJECT NO. 96035-00, DRAWING NO. FP-1589W**

Dear Mr. Kutney:

A & B Engineering, Inc. will review deeds, calculate, stake for viewing and prepare a sketch of the Bryan Road location for a lump sum fee of \$3,000. The determination of fees is as follows:

Review Deeds:	\$ 480
Stake R/W Lines:	\$ 1,560
Draft Sketch:	\$ 960
Total:	\$ 3,000

This proposal is based on the title information being provided to A & B Engineering by the Town. We expect the project to be completed within 2 weeks from receipt of the Town's written authorization to proceed.

Thank you for your consideration and we look forward to serving you.

Sincerely,

A & B ENGINEERING, INC.

Dennis Painter
 Registered Land Surveyor
 Chief of Survey

DP:s

M:\PROPOSALS\SURVEY\96035-00 - LOX BRYAN ROAD LOCATION.doc

Consulting Engineers • Land Surveyors

3461 Fairlane Farms Road, Wellington, Florida 33414 • Tel: 561-383-7480 • Fax: 561-383-7485
 E-mail: abengineering@abengineering.net • Website: www.abengineering.net

ATTACHMENT 1 - Management Response continued

9/22/2016

Discovery - Perla Underwood - Outlook

All discovery search results: Dennis Painter

The top 500 mailboxes and public folders with the most hits are displayed below

All Items
Item count: 97
Size: 214 MB

Will Underwood 1
Item count: 97
Size: 214 MB

Items by Date (Click on top)

survey cad FW: Proposal for Land Surveying Services	8/29/2013
Weekly Significant Issues email 8/19/13-8/7	7/30/2013
Mark Kutney Weekly Significant Issues email 8/19/13-8/7	8/30/2013
Mike Cirullo Dennis Painter	9/5/2013
Lynnette Ballard 2013 09-11 BOARD MEETING PACKET - PM	9/6/2013
Mark Kutney RE: Dennis Painter	9/9/2013
Mike Cirullo RE: Dennis Painter	9/9/2013
Jim Rockett 9/17/13-TC Agenda	9/10/2013
Dennis Painter Bryan Road - Review Deeds and Stakeout	9/27/2013
Dennis Painter RE: Bryan Road - Review Deeds and Stakeout	9/30/2013
Mark Kutney FW: Bryan Road - Review Deeds and Stakeout	9/30/2013
Mike Cirullo RE: Notice to Proceed - Work Authorization	10/1/2013
Braeden Garrett FW: Bryan Road - Review Deeds and Stakeout	10/1/2013
Dennis Painter Bryan Road - Stakeout Scheduling	10/11/2013
Dennis Painter RE: FW: Bryan Road - Review Deeds and Stakeout	10/22/2013
Mike Cirullo Pending Items	10/30/2013
Mark Kutney RE: Pending Items	10/30/2013

RE: Bryan Road - Review Deeds and Stakeout - North Road Update

DP Dennis Painter <survey-cad1@abe.com>
3/5/2013
Mark Kutney &

You forwarded this message on 9/30/2013 4:26 PM

Mark:

Should I call the attorney directly with my request (shown below). I can't proceed with the road sig of-way staking until I receive the title information Bryan Road. Thank you for your assistance.

Dennis Painter
Registered Land Surveyor

A & B Engineering, Inc.

----- Original Message -----

Subject: Bryan Road - Review Deeds and Stakeout - North Road Update
Date: Fri, 27 Sep 2013 08:56:04 -0400
From: Dennis Painter <survey-cad1@abengineering.net>
Organization: A & B Engineering, Inc.
To: Mark Kutney <mkutney@loxahatcheegravesllc.com>

Mark:

I am ready to begin the review of the B location for stakeout of the right-of-way. I am requesting copies of the adjacent describe the location of the road right

We have completed the field work for Na drawings next week.

Thank you for your assistance.

Dennis Painter
Registered Land Surveyor

A & B Engineering, Inc.

ATTACHMENT 1 - Management Response continued

10/2/2016

Discovery - Perla Underwood - Outlook

-Discovery is used to present folders. To view

The top 500 mailboxes and public folders with the most hits are displayed below.

All items
Item count: 97
Size: 214 MB

Will Underwood 1
Item count: 97
Size: 214 MB

Item	Date	Count
survey cad Final Proposal for Land Surveying Services I	8/29/2013	1
Weekly Significant Issues email 8/29/13-8/29	8/29/2013	1
Mark Kutney Weekly Significant Issues email 8/29/13-8/29	8/29/2013	1
Mike Cirullo Dennis Painter	8/6/2013	1
Lynnette Ballard 2013 09 11 BOARD MEETING PACKET - PAI	8/6/2013	1
Mark Kutney RE: Dennis Painter	8/5/2013	1
Mike Cirullo RE: Dennis Painter	8/5/2013	1
Jim Rockett 9/17/13 LC Agenda	8/20/2013	1
Dennis Painter Bryan Road - Review Deeds and Stalouff	8/27/2013	1
Dennis Painter RE: Bryan Road - Review Deeds and Stalouff	8/26/2013	1
Mark Kutney FW: Bryan Road - Review Deeds and Stalouff	8/26/2013	1
Mike Cirullo RE: Notice to Proceed - Work Authorization	10/1/2013	1
Braeden Garrett FW: Bryan Road - Review Deeds and Stalouff	10/1/2013	1
Dennis Painter Bryan Road - Stalouff Scheduling	10/1/2013	1
Dennis Painter RE: FW: Bryan Road - Review Deeds and Stalouff	10/22/2013	1
Mike Cirullo Pending Items	10/30/2013	1
Mark Kutney RE: Pending Items	10/30/2013	1

MC Mike Cirullo <MCirullo@cityatly.co>
10/1/2013
Mark Kutney, Perla

Good afternoon, Mark. Any update from Dennis on the matters?

-Mike-

----- Original Message -----

From: Mark Kutney
mailto:mkutney@loxahatchee.gov
Sent: Tuesday, September 10, 2013 10:01 AM
To: Mike Cirullo
Cc: Perla Underwood
Subject: FW: Notice to Proceed - Work Authorization & 13-0901- Survey

Mike:

FW: per your inquiry.

Mark

Mark A. Kutney, AICP, ICMA-CM
Town Manager

TOWN OF LOXAHATCHEE GROVES
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470
(561) 793-2418; Phone
(561) 793-2420; Fax
www.loxahatcheegroves.org

Note: Please direct all future correspondence to
mkutney@loxahatcheegroves.org

----- Original Message -----

From: Denise Rodriguez
Sent: Monday, September 08, 2013 3:01 PM
To: 'survey-cad@lchengineering.net'
Cc: Mark Kutney
Subject: Notice to Proceed - Work Authorization No. 1, 0901- Survey

Good afternoon Mr. Painter.

Please find attached the "Notice to Proceed" Work Authorization No. 13-0901-Survey, for your review and signature.

Please sign in BLUE INK, and return it back to our office.

Sincerely,

Denise O. Rodriguez
Office Coordinator

TOWN OF LOXAHATCHEE GROVES
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470
(561) 793-2418; Phone
(561) 793-2420; Fax
www.loxahatcheegroves.org

ATTACHMENT 1 - Management Response continued

9/2/2015

Discovery - Peter Underwood - Outlook

Discovery (Folder: Will Underwood) (10/1/2015)

The top 500 mailboxes and public folders with the most hits are displayed below.

All items
Item count: 97
Size: 214 MB

Will Underwood |
Item count: 97
Size: 214 MB

Sort by Date (click on flag)

Dennis Painter	↓	10/27/2013
Re: FW: Bryan Road - Pending Deeds and Sit		
Mike Cirullo		10/30/2013
Pending Items		
Mark Kutney	↓	10/30/2013
RE: Pending Items		
Mike Cirullo		10/30/2013
RE: Pending Items		
Dennis Painter	↓	11/01/2013
BRYAN ROAD - LAND SURVEYOR'S REPORT		
Mark Kutney	↓	11/01/2013
FW: BRYAN ROAD - LAND SURVEYOR'S REP		
Ronald Jarriel		11/05/2013
Re: BRYAN ROAD - LAND SURVEYOR'S REP		
Mike Cirullo		11/05/2013
RE: BRYAN ROAD - LAND SURVEYOR'S REP		
Dennis Painter		11/12/2013
Land Surveyor's Report - 1361 PL North - 4c		
Braeden Garrett	↓	11/14/2013
FW: Land Surveyor's Report - 1315 PL North		
Dennis Painter	↓	11/25/2013
North Road Survey and Road Plat (Preliminary)		
		12/11/13-12/31/13 The "50" YDI
		12/11/2013
Mark Kutney		12/11/13-12/31/13 The "50" YDI
		12/11/2013
Lynnette Ballard	↓	5/9/2014
2014-05-12 BOARD MEETING PACKET		
Lynnette Ballard	↓	7/11/2014
2014-07-14 BOARD MEETING PACKET - FIN		
Mark Kutney	↓	7/14/2014
FW: 2014-07-14 BOARD MEETING PACKET		
F. Martin Perry	↓	7/17/2014
Groves Loan Center @ Loxahatchee Groves C		

RE: Pending Items

MC Mike Cirullo <MCirullo@cityatty.com>
10/30/2013
Mark Kutney <>

Monday 10/30, Thanks

From: Mark Kutney
[mailto:mkutney@loxahatcheegrovesfl.gov]
Sent: Wednesday, October 30, 2013 11:01 AM
To: Mike Cirullo
Subject: RE: Pending Items

Mike:

If we can, let's do it Monday.

Thanks,
Mark

Mark A. Kutney, AICP, ICMA-CM
Town Manager



TOWN OF LOXAHATCHEE GROVES
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470
(561) 793-2418: Phone
(561) 793-2428: Fax
www.loxahatchee.org

Note: Please direct all future correspondence to
[mailto:mkutney@loxahatcheegrovesfl.gov]

From: Mike Cirullo [mailto:MCirullo@cityatty.com]
Sent: Wednesday, October 30, 2013 10:21 AM
To: Mark Kutney
Subject: Pending Items

Mark, I wanted to follow up on 2 items:

1. Dennis Painter/Bryan Road and North Road
2. Srdar

I know we're busy with the items for Tuesday, so if the need to wait until next week, that's fine. But we may need to be prepared for questions on Bryan and North since roads will be discussed extensively Tuesday night at a several items.

Let me know if you want to talk today or tomorrow on Monday.

Thanks...

Michael D. Cirullo, Jr.
GOREN, CHEROKEE, DODD & FZROU, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500 x 325 * Fax (954) 771-4927
Email: MCirullo@cityatty.com
www.cityatty.com

ATTACHMENT 1 - Management Response continued

November 4, 2013



A&B Engineering, Inc.

Mark A. Kutney, AICP, ICMA-CM
Town Manager
TOWN OF LOXAHATCHEE GROVES
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470

**RE: BRYAN ROAD - LAND SURVEYOR'S REPORT
OUR PROJECT NO. 96035-00**

Dear Mr. Kutney:

The undersigned land surveyor at A & B Engineering, Inc. has reviewed the title information that was provided by the Town, and we have surveyed and staked the right-of-way lines for Bryan Road from T-Road to Folsom Road according to said title information, and we have determined that the physical road paving does in fact lie entirely within the right-of-way.

Please contact me if you have any questions regarding this proposal.

A & B ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Dennis Painter', is written over a horizontal line.

Dennis Painter
Registered Land Surveyor
Chief of Survey
DP/s

C:\Documents and Settings\Dpainter\Desktop\Bryan Road Photos\96035-00 Bryan Road Land Surveyor's Report.doc

Consulting Engineers • Land Surveyors

3461 Fairlane Farms Road, Wellington, Florida 33414 • Tel: 561-383-7480 • Fax: 561-383-7485
E-mail: abengineering@abengineering.net • Website: www.abengineering.net

ATTACHMENT 1 - Management Response continued

9/2/2016

Discovery - Perla Underwood - Outlook

https://mail.yahoo.com/owa/Discovery/Outlook

The top 500 mailboxes and public folders with the most hits are displayed below.

All items
Item count: 97
Size: 214 MB

Will Underwood I
Item count: 97
Size: 214 MB

Item	Item by Date (Oldest on top)
FW: Bryan Road - Review Deeds and Stakes	9/30/2013
Mike Cirullo	
RE: Motion to Proceed - Walk Authorization	10/3/2013
Braeden Garrett	0
RE: Bryan Road - Review Deeds and Stakes	10/1/2013
Dennis Painter	↓
Bryan Road - Stakeout Scheduling	10/11/2013
Dennis Painter	↓
RE: FW: Bryan Road - Review Deeds and Sta	10/22/2013
Mike Cirullo	↓
Pending Items	10/30/2013
Mark Kutney	↓
RE: Pending Items	10/16/2013
Mike Cirullo	↓
RE: Pending Items	10/30/2013
Dennis Painter	0
BRYAN ROAD - LAND SURVEYOR'S REPORT	11/4/2013
Mark Kutney	B
FW: BRYAN ROAD - LAND SURVEYOR'S REP	11/5/2013
Ronald Jarrel	↓
RE: BRYAN ROAD - LAND SURVEYOR'S REP	11/5/2013
Mike Cirullo	↓
RE: BRYAN ROAD - LAND SURVEYOR'S REP	11/5/2013
Dennis Painter	↓
Land Surveyor's Report - 12th St North - 11	11/12/2013
Braeden Garrett	↓
FW: Land Surveyor's Report - 12th St North	11/14/2013
Dennis Painter	B ↓
North Road Survey and Road Plat (Prelimin	11/25/2013
	↓
12/11/13-12/25/13 The "50" Tr.	12/11/2013
Mark Kutney	↓
12/11/13-12/25/13 The "50" Tr.	12/12/2013
Lynnette Ballard	B ↓

FW: BRYAN ROAD - LAND SURVEYOR'S REPORT

MX Mark Kutney
11/1/2013
Run Jarrel, Denis+3 more *

96035-00 Bryan Road I...
166 KB

Download

Run

As you requested, here is the copy of the email transmitted to me by Dennis Painter yesterday afternoon.

Mark

Mark A. Kutney, AICP, ICMA-CM
Town Manager



TOWN OF LOXAHATCHEE GROVES
14578 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470
(561) 793-2415 Phone
(561) 793-2470 Fax
www.loxahatcheegroves.org

Note: Please direct all future correspondence to mkutney@loxahatcheegrovesfl.gov.

From: Dennis Painter [mailto:DPainter@abengineering.com]
Sent: Monday, November 04, 2013 4:25 PM
To: Mark Kutney
Subject: BRYAN ROAD - LAND SURVEYOR'S REPORT

Dear Mr. Kutney:

Transmitted herewith is a copy of my PDF surveyor's report regarding the location of pavement of Bryan Road. Please call me if I can be of further service.

Sincerely,

Dennis Painter
Registered Land Surveyor

A & B Engineering, Inc.
3461 Fairlane Farms Road
Wellington, FL 33414

ATTACHMENT 1 - Management Response continued

9/2/2016

Discovery - Perla Underwood - Outlook

Discovery search process: Dennis Painter

The top 500 mailboxes and public folders with the most hits are displayed below.

All items
Item count: 97
Size: 214 MB

Will Underwood |
Item count: 97
Size: 214 MB

Items by Day (Sorted on top) 10/27/2014

Mike Cirullo	↓	10/22/2013
Re: Pending Items		
Mark Kutney	↓	10/22/2013
RE: Pending Items		
Mike Cirullo	↓	10/20/2013
RE: Pending Items		
Dennis Painter	↓	11/4/2013
RE: BRYAN ROAD - LAND SURVEYOR'S REPORT		
Mark Kutney	↓	11/5/2013
RE: BRYAN ROAD - LAND SURVEYOR'S REP		
Ronald Jamiel	↓	11/5/2013
RE: BRYAN ROAD - LAND SURVEYOR'S REP		
Mike Cirullo	↓	11/5/2013
RE: BRYAN ROAD - LAND SURVEYOR'S REP		
Dennis Painter	↓	11/12/2013
Land Surveyor's Report - 13th Pl. North - 40		
Braeden Garrett	↓	11/14/2013
FW: Land Surveyor's Report - 13th Pl. North		
Dennis Painter	↓	11/25/2013
Herf Road Survey and Road Plan Prelims		
12/11/13-12/11/13 The "50" TOE	↓	12/11/2013
Mark Kutney	↓	12/12/2013
12/11/13-12/11/13 The "50" TOE		
Lynnette Ballard	↓	5/9/2014
2014-05-11 BOARD MEETING PACKET		
Lynnette Ballard	↓	7/13/2014
2014-07-14 BOARD MEETING PACKET - FIN		
Mark Kutney	↓	1/14/2014
FW: 2014-07-14 BOARD MEETING PACKET		
F. Martin Perry	↓	3/17/2014
Gravel Trap Criteria/Loxahatchee Groves E		
Town Engineer Review-B Rev'd Criteria	↓	7/23/2014

Land Surveyor's Report -
13th Pl. North - Lisa
Glenn

Dennis Painter <DPainter@abergit
11/12/2013
'Mike Cirullo' <MVC>

Mike:

From review of the title information provic
Lisa Glenn owns the east half of Tract 39,
Block F, and Marine Services Agency, Inc.
owns the east half of Tract 40, Block F.
Tract 39 is located north of and adjacent t
Tract 40.

I have reviewed all the deeds that I have f
the east half (E.1/2) of Tracts 39 and 40,
Block F, and I cannot find any reference to
road or access easement, except for the
additional right-of-way that was taken for
Folsom Road (the east 50 feet).

These are the deeds that I reviewed:

ORB/PAGE

5801/1721
6293/521
25396/586
25621/863
26113/81

However, upon reviewing the deed for the
adjacent property located to the west of t
east half of Tracts 39 & 40, which is filed
O.R.B. 25282, page 536, I found the follow
easement:

"... an easement for ingress and egress ove
the North 30 feet of the East 1/2 of Tract
Block F, LOXAHATCHEE GROVES...." (the
deed also calls for an access & utility
easement over the North 30 feet of the e
half of Tract 40).

This would indicate that there could be a r
or driveway over the north 30 feet of Trac
40, being south of and adjacent to the Lisa
Glenn parcel. Although there appears to be

ATTACHMENT 1 - Management Response continued

6/22/2014

Discovery - Parla Underwood - Outlook

Discovery with properties: Dennis Painter

The top 500 mailboxes and public folders with the most hits are displayed below.

All items
Item count: 97
Size: 214 MB

Will Underwood I
Item count: 97
Size: 214 MB

Sender	Item by Date (Sorted on top)	
Mike Cirullo	10/30/2013	↓
Mark Kutney	10/30/2013	↓
Mike Cirullo	10/30/2013	↓
Dennis Painter	11/4/2013	0
Mark Kutney	11/5/2013	0
Ronald Jarriel	11/5/2013	0
Mike Cirullo	11/5/2013	0
Dennis Painter	11/12/2013	0
Braeden Garrett	11/14/2013	↓
Dennis Painter	11/25/2013	0
	12/11/2013	↓
Mark Kutney	12/12/2013	↓
Lynnette Ballard	5/9/2014	0 ↓
Lynnette Ballard	7/11/2014	0 ↓
Mark Kutney	7/14/2014	0 ↓
F. Martin Perry	7/17/2014	0 ↓
	7/28/2014	0 ↓

North Road Survey and Road Plat (Preliminary)

DP Dennis Painter <DPainter@abengh...>
10/25/2013
Mark Kutney, Mr.

96035 NN-North Rd - C...
157 KB

Attachments (724 KB) Download all

Mr. Kutney,

Transmitted herewith is a PDF copy of the preliminary survey and Road Plat for North Road.

Please review the first sheet as I am not sure who will be signing the plat, or what entries should be included for signing.

The remainder of the sheets should be ready and are included for your information.

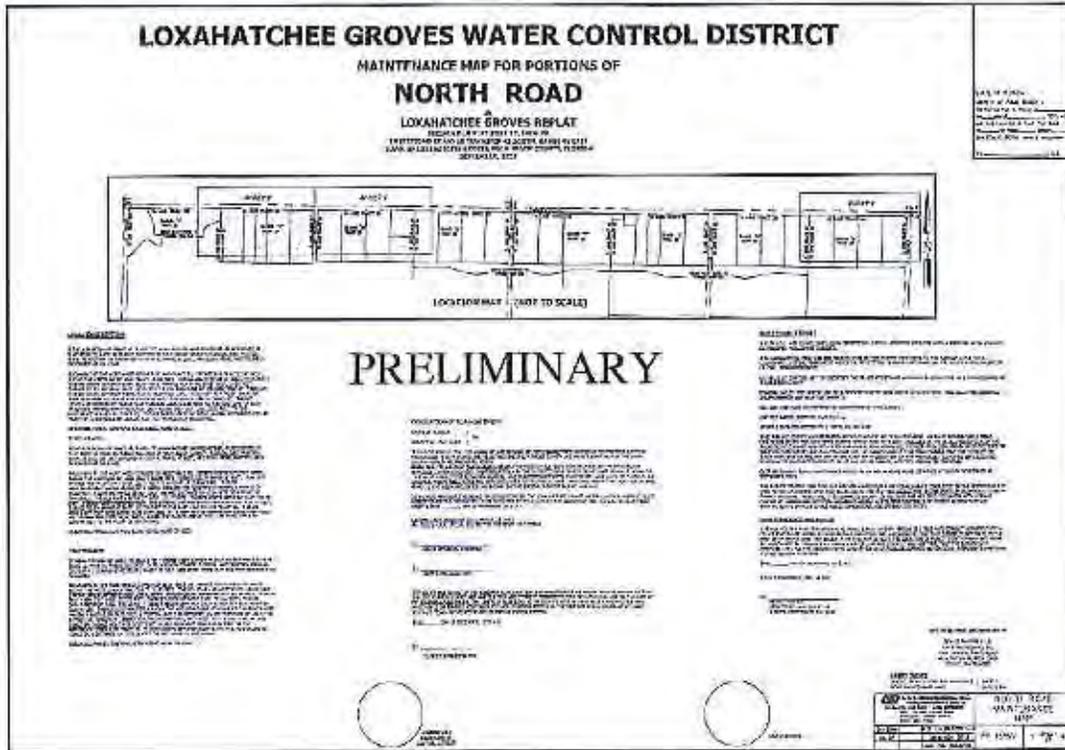
Please inform me as to any corrections. Thank you.

Dennis Painter
Registered Land Surveyor

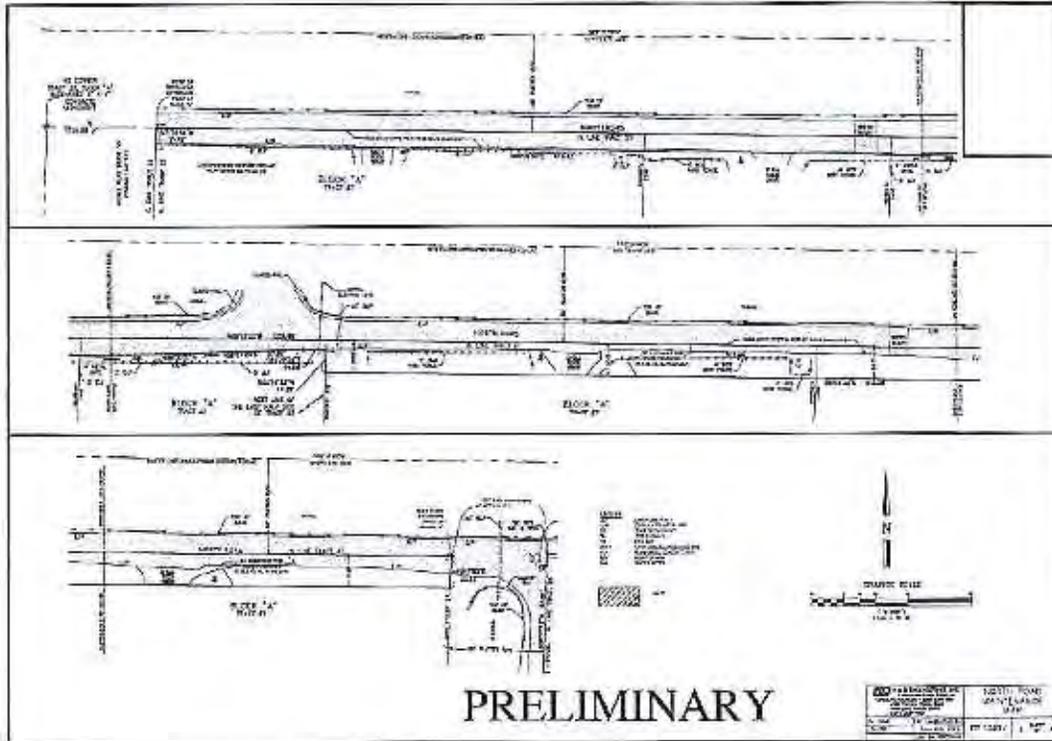
A & B Engineering, Inc.
3451 Fairlane Farms Road
Wellington, FL 33414

Phone: (561) 383-7480

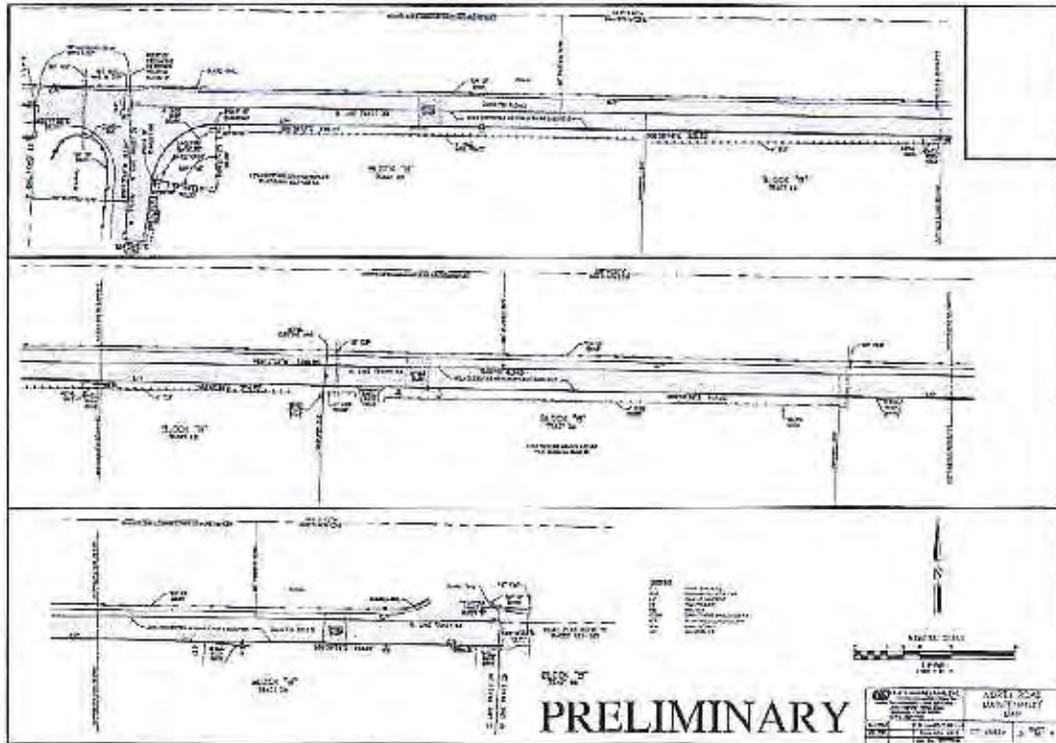
ATTACHMENT 1 - Management Response continued



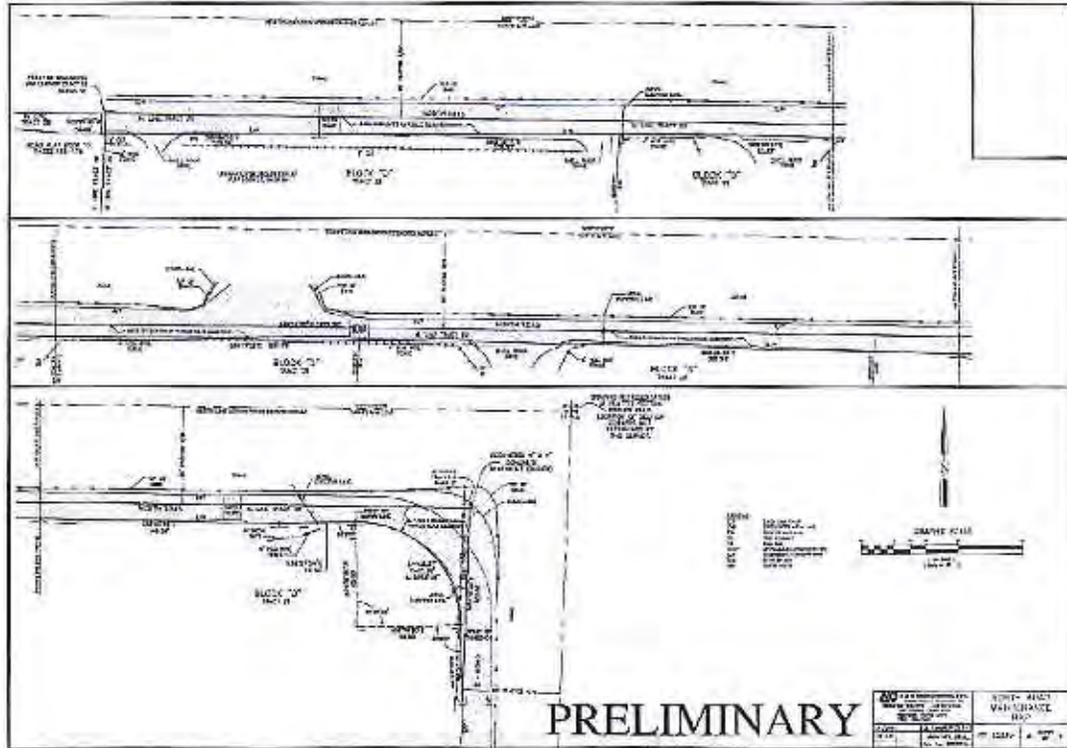
ATTACHMENT 1 - Management Response continued



ATTACHMENT 1 - Management Response continued



ATTACHMENT 1 - Management Response continued



ATTACHMENT 1 - Management Response continued

Management Response – Town of Loxahatchee Groves

Exhibit "C"

ATTACHMENT 1 - Management Response continued**Public comments:****Marge Herzog:**

Stated that if one reads the contracts, it should say that the contractors should provide insurance liability policy. Committee should be directing that all contracts be required to carry the required insurance coverage.

Town Manager Kutney advised that he feels the current contracts were done on a case by case basis. Chair Chiu suggested that staff bring this to Town Council attention.

A discussion took place with respect to the Town's Procurement Ordinance. It was agreed that the staff should include the Procurement Ordinance in a future agenda under Old Business.

Chair Chiu inquired about the sales tax being charged on Underwood Management Services credit card when they make purchases on behalf of the Town. Chair Chiu suggested that Underwood Management should be provided a Town credit card. Bill Underwood explained that the Town's Bank, Wells Fargo, requires a resolution for another person to have a credit card. Following discussion, it was recommended that the Committee recommend to the Town Council that Perla Underwood be approved for a Town credit card when they make the next monthly financial report at the Town Council Meeting.

Member Johnson inquired about the Storage Unit charges, and why is the town renting a storage unit. Town Manager Kutney explained that the storage unit was rented when Mr. Yee rented Room #3 that the town was using as a conference room to another vendor. Mr. Kutney advised that the CERT supplies, along with the recording from Palm Beach County, and other supplies were moved to the new storage facility.

Public comments:**Marge Herzog:**

She asked if it would be less expensive to rent the additional office that is available from Mr. Yee. Mr. Kutney advised that Mr. Yee rental charge for the extra room is \$600 monthly, and the cost of the storage unit is approximately \$149 monthly.

h. Review of Planning & Zoning Invoices

Member Johnson inquired about the invoices for Valley Crest and the Hay Sale. The Committee was advised that the Work Authorization for Hay sales is not subject to Cost Recovery, as this matter was Council initiated.

Chair Chiu inquired about Underwood Management Services Group reimbursements. Mr. Underwood advised that the Management Company always provides its reimbursement payments that include all reimbursement requests with support documentation to the Committee for their review and information.

Chair Chiu asked when the Town Council members sign the checks, if they go over and verify that they know what they are signing so that they can determine they have correct information.

ATTACHMENT 1 - Management Response continued

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING MINUTES, TUESDAY, MARCH 5, 2013

acres of rice paddies that were being flooded at the same time that there was a drought. He maintained that was a decision of the South Florida Water Management.

4. Committee Reports

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

Virginia Standish presented the Finance Advisory & Audit Committee (FAAC) Report and Approval of the January 2013 Financial Reports. The committee is recommending issuing another credit card for the use of the office.

Motion: Vice Mayor Jim Rockett moved to approve the Finance Advisory and Audit Committee Report and Approval of the January 2013 Financial Report. Councilman Ron Jarriel seconded the motion, which passed 5-0.

Motion: Councilman Ron Jarriel moved to approve that an additional credit card be issued to Town Staff. Councilman Ryan Liang seconded the motion, which passed 5/0.

5. PUBLIC HEARINGS – (Ordinance 2nd Reading) -

- a. Ordinance No. 2012-12

AN ORDINANCE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC), TO AMEND ARTICLE 10 ENTITLED "DEFINITIONS, ABBREVIATIONS, AND CONSTRUCTION OF TERMS," SECTION 10-015, ENTITLED "DEFINITIONS" TO ADD A NEW DEFINITION FOR "RESIDENTIAL AGRICULTURAL SALES AND SERVICES;" TO AMEND ARTICLE 20, ENTITLED "RESIDENTIAL ZONING DISTRICTS," SECTION 20-015, ENTITLED "PERMITTED USES," TO ADD RESIDENTIAL AGRICULTURAL SALES AND SERVICES AS AN ACCESSORY USE SUBJECT TO ARTICLE 80 (CONDITIONAL USE) IN THE AGRICULTURAL RESIDENTIAL (AR) ZONING DISTRICT; TO AMEND ARTICLE 80, ENTITLED "CONDITIONAL USES," TO ADD A NEW SECTION 80-60, ENTITLED "RESIDENTIAL AGRICULTURAL SALES AND SERVICES," TO PROVIDE CONDITIONS ON RESIDENTIAL AGRICULTURAL SALES AND SERVICES USES IN THE AGRICULTURAL RESIDENTIAL (AR) ZONING DISTRICT; PROVIDING FOR

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 6a.

MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Work Authorization Land Research Management, Inc.

1. BACKGROUND/HISTORY

Problem Statement: The ULDC/Comprehensive Plan committee requires assistance in the revisions to both plans.

Problem Solution: Authorize Work Authorization with Land Research Management, Inc.

As the Council is aware, the committee is working diligently to review and recommend changes to the Town's land development regulations and the comprehensive plan. To facilitate these activities, the committee requires the assistance and guidance of the Town's contracted planner, Land Research Management, Inc.

2. CURRENT ACTIVITY

Staff has requested the Town's planner to provide a scope of work and an amount not-to-exceed for both the comprehensive plan and the land development regulations. The planner will bill monthly and is estimating the cost for the comprehensive plan portion of the work to be \$10,000 and the cost for the ULDC to be \$20,000. The amounts are based on the estimated hours to be provided during the project.

3. ATTACHMENTS

Work Authorization

4. FINANCIAL IMPACT

Estimated cost to be charged the planning department is \$30,000. The budget for this type of work is \$40,000 for the fiscal year.

5. RECOMMENDED ACTION

Motion to authorize the Mayor to execute the work authorization with Land Research Management, Inc.

LRM Work Order – Various Town Council Directives

SCOPE OF SERVICES

I. Comprehensive Plan Amendments – Okeechobee Boulevard roadway policy.

A. Meetings with Town Manager and Council members to gain pre-Amendment consensus on text amendments.

B. Review the following Comprehensive Plan Elements and incorporate text changes determined in Task A: Future Land Use, Transportation, Intergovernmental Coordination, and Capital Improvements.

C. Prepare revised (underline and strikethrough) Comprehensive Plan Elements based upon Task B.

D. Prepare legal ads for public hearings (LPA =1 and Town Council = 2).

E. Prepare Comprehensive Plan Amendment ordinance.

F. Prepare Agenda Information Reports and supportive documentation ((LPA =1 and Town Council = 2).

G. Attend LPA and Town Council meetings ((LPA =1 and Town Council = 2).

H. Prepare Transmittal phase letter and package for submittal to FDEO and required agencies.after first reading by the town Council

I. Prepare Submittal phase letter and package for FDEO and required agencies.after second reading by the Town Council

II. Zoning Text Amendment – Revision to ULDC Section 25-050: *Frontage on and access from a paved road to require commercial development to locate on, or with access to Southern boulevard.*

A. Meetings with Town Manager and Council members to gain pre-Amendment consensus on text amendment..

B. Prepare revised (underline and strikethrough) revisions to ULDC Section 25-050.

C. Prepare legal ads for public hearings (Town Council = 2).

D. Prepare ULDC text revision ordinance.

E. Prepare Agenda Information Reports and supportive documentation ((PZB=1 and Town Council = 2).

F. Attend PZB and Town Council meetings ((LPA =1 and Town Council = 2).

III. Comprehensive Plan Amendments – Create Comprehensive Plan Annexation element.

A. Meetings with Town Manager and Council members to gain pre-Amendment consensus on text and map amendments..

B. Prepare new Comprehensive Plan Annexation Elements based upon Task A.

C. Prepare legal ads for public hearings (LPA =1 and Town Council = 2).

D. Prepare Comprehensive Plan Amendment ordinance.

E. Prepare Agenda Information Reports and supportive documentation ((LPA =1 and Town Council = 2).

F. Attend LPA and Town Council meetings ((LPA =1 and Town Council = 2).

G. Prepare Transmittal phase letter and package for submittal to FDEO and required agencies.after first reading by the town Council

H. Prepare Submittal phase letter and package for FDEO and required agencies.after second reading by the Town Council

PROPOSED BUDGET: \$10,000 (80 hours)

IV. ULDC Review Committee.

A. Meetings with ULDC (estimate 2 per month)

1. Agenda/meeting backup prep – 2 hours/meeting
2. Meeting attendance –1 hour/meeting

B. Draft ordinance /Comp Plan revisions for ULDC Committee review

C. LPA, PZB and Town Council approval processes for proposed ULDC and Comprehensive Plan amendments

1. Prepare revised (underline and strikethrough) revisions to ULDC and/or Comprehensive Plan
2. Prepare legal ads for public hearings (LPA, PZB, Town Council)

3. Prepare ULDC and Comprehensive Plan text revision ordinances.
4. Prepare Agenda Information Reports and supportive documentation (LPA, PZB and Town Council).
5. Attend LPA, PZB and Town Council meetings, as required.
6. Administer Comprehensive Plan Amendment Transmittal and Submittal Phases.

PROPOSED BUDGET: \$20,000 (160 hours). The proposed budget is based upon an estimated number of ULDC Committee meetings and pre and post-meeting work activities resulting from Committee directives. As associated work activities can potentially exceed the budgeted number of hours, additional funding may be requested during the course of ULDC Committee activity.

APPROVED ___ DAY OF _____ 2016 BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES.

Mayor David Browning

ORDINANCE NO. 2016-09

TEXT AMENDMENT TO THE COMPREHENSIVE PLAN

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA COMPREHENSIVE PLAN, IN ACCORDANCE WITH SECTION 163.3184(3) FLORIDA STATUTES TO ADD SPECIAL POLICY 1.15.7 TO THE TEXT OF THE FUTURE LAND USE ELEMENT RELATING TO FUTURE LAND USE WITHIN THE AREA DEFINED BY THE FOLLOWING FEATURES: COLLECTING CANAL (NORTH); SOUTHERN BOULEVARD (SOUTH); “C” ROAD (EAST); AND “B” ROAD (WEST); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and;

WHEREAS, the Town of Loxahatchee Groves, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, adopted a Comprehensive Plan which has been found to be “in compliance” by, the State Department of Community Affairs (DCA); and,

WHEREAS, the Town’s Planning Consultant recommends approval of the Future Land Use Text Amendment Application CPA 2016-04, as set forth in a staff report dated October 18, 2016 to the Town Council, setting forth conditions and recommendations, which report is incorporated herein; and,

WHEREAS, Seth Brier has applied to amend the Comprehensive Plan as it relates to future land use opportunities within the area defined by the following features: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west); and,

WHEREAS, the application meets all conditions as an amendment subject to the “Expedited Review Process”, pursuant to Section 163.3184(2)(a), Florida Statutes; and,

Ordinance No. 2016-09

WHEREAS, the Town of Loxahatchee Groves Local Planning Agency, at its meeting on September 29, 2016, conducted the required public hearing on this Amendment to the Town of Loxahatchee Groves adopted Comprehensive Plan and recommended approval; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves conducted the required public hearing on this Amendment to the Town of Loxahatchee Groves adopted Comprehensive Plan on October 18, 2016; and,

WHEREAS, the reports, records, and materials from the public hearings to adopt Ordinance 2016-09 are incorporated herein and relied upon by the Town Council to the extent not inconsistent with this Ordinance; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves has deemed it to be in the best interest of the citizens and residents of the Town of Loxahatchee Groves to adopt Amendment CPA 2016-04 to the Town’s Adopted Comprehensive Plan in accordance with Chapter 163, Florida Statutes, concerning a text amendment proposed by Seth Brier, the Applicant, to add Special Policy 1.15.7 to the Future Land Use Element of the Town’s adopted Comprehensive Plan, as recommended by the Town’s Planning Consultant and Local Planning

Agency, to confirm the ability of property owners to apply for non-residential future land use designations within the area defined by the following features: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west).

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

SECTION 1: The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto or referenced herein are incorporated herein and made a specific part of this Ordinance.

SECTION 2: The Town Council has reviewed Comprehensive Plan Amendment Application CPA 2016-04 and finds the following:

1. Amendment CPA 2016-04, as presented in Exhibit A, attached hereto and included herein, is consistent with the goals, objectives and policies of the Town of Loxahatchee Groves Adopted Comprehensive Plan;

2. The characteristics of the surrounding area are compatible with the proposed Amendment;

3. The Town of Loxahatchee Groves has the ability or will have the ability to provide necessary services for the additional demand for public facilities.

SECTION 3: The Town Council approves and adopts the recommendations of the Town's Planning Consultant and Local Planning Agency, which are presented in the staff report dated October 18, 2016 and incorporated herein by reference.

SECTION 4: Comprehensive Plan Amendment CPA 2016-04 to the adopted Comprehensive Plan of the Town of Loxahatchee Groves, as presented in Exhibit A, attached hereto and included herein, is hereby adopted.

SECTION 5: The Town's Planning Consultant is further authorized and directed to make the necessary changes to the text of the Future Land Use Element of the adopted Comprehensive Plan, in order to reflect the above-stated change.

SECTION 6: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8: This Ordinance shall become effective as provided in Section 163.3187(5) (c), Florida Statutes.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 18th DAY OF OCTOBER, 2016.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____, 2016

ATTEST: TOWN OF LOXAHATCHEE GROVES, FLORIDA

TOWN CLERK Mayor David Browning

APPROVED AS TO LEGAL FORM: _____
Vice Mayor Tom Goltzene

Town Attorney Council Member Ron Jerriel

Council Member Ryan Liang

Council Member Todd McLendon

EXHIBIT A – AMENDMENT CPA 2016-04

1. Addition of Special Policy 1.15.7 to the text of the Future Land Use Element to clarify the future development potential within the area defined by the following features: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west)..

Words underlined are additions to the current text of the Comprehensive Plan.

1.15.5: Special Policy:

Properties within the area defined by the following features, where a planned mixture of non-residential land use designations currently predominates, may apply for a change in land use to a CL, CLO, INST or CON Future Land Use designation: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west).

**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Future Land Use Element Text Amendment**

PREPARED BY: Jim Fleischmann

November 1, 2016

SUBJECT: The following Future Land Use Element Text Amendment application:

1. Addition of Special Policy 1.15.7 to the Text of the Future Land Use Element

1. BACKGROUND

History: Seth Brier, Agent for two properties on “B” Road (444 “B” Road and 556 “B” Road), south of Collecting Canal filed a Comprehensive Plan Amendment application (CPA 2016-04) to add the following two Special Policies to the Text of the Future Land Use Element and revise the Future Land Use designation of the two properties, summarized as follows:

A. Future Land Use Element Text Amendments

1.15.7: Special Policy:

Properties within the area defined by the following features, in combination, are defined as a “Mixed-Use Superblock” where a planned mixture of non-residential land use designations, including Commercial Low (CL), Commercial Low Office (CLO) , Institutional and Public Facilities (INST) and Conservation (CON), currently predominates. In keeping with the planned character of the “Mixed-Use Superblock”, properties assigned an RR 5 future land use designation may apply for a change in land use to a CL, CLO, INST or CON Future Land Use designation: Collecting Canal (north); Southern Boulevard (south); “C” Road (east); and “B” Road (west).

1.15.8: Special Policy:

Existing residential and commercial equestrian uses on the property delineated as “Special Policy 1.15.6” on the Future Land Use Map, Map # FLU-1.10, may remain subject to Sections 75-020: Nonconforming uses and 75-025: Nonconforming Structures of the Loxahatchee Groves Unified Land Development Code (ULDC). The existing residential and commercial land uses shall not be included in the floor-area-ratio (F.A.R.) calculation for the property.

B. Future Land Use Map Amendment

The current future land Use category assigned to the subject properties is Rural Residential 5. The applicant requested the assignment of a Commercial Low (CL)/Special Policy 1.15.8 Future Land Use (FLU) Map designation for the subject property.

The Town Local Planning Agency (LPA) held a public hearing on proposed CPA 2016-04 at its meeting on September 29, 2016. At the meeting, LPA members had several questions regarding the history of the two properties that are the subject of Special Policy 1.15.8 and the FLU Map amendment. As a result of those questions, Special Policy a.15.8 and the FLU Map amendment were tabled to allow the Applicant to respond to LPA questions.

The LPA determined that Special Policy 1.15.7, which would allow the remaining three properties with an RR 5 FLU designation within the defined area to apply for a non-residential FLU designation, had some merit due to the changed nature of the surrounding area (i.e. Palm Beach State College, Loxahatchee Groves Commons, and the approved Groves Town Center). As a result, the LPA recommended approval of Special Policy 1.15.8, subject to the following revised wording:

1.15.5: Special Policy:

Properties within the area defined by the following features, where a planned mixture of non-residential land use designations currently predominates, may apply for a change in land use to a CL, CLO, INST or CON Future Land Use designation: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west).

Problem Statement: The Town Council should consider proposed Ordinance 2016-09, which would approve CPA 2016-04, as revised by the Town’s Local Planning Agency.

- **Problem Solution:** The Town Council should hear testimony and approve, approve with conditions, or deny Ordinance 2016-09 which pertains to Comprehensive Plan Amendment CPA 2016-04.

2. CURRENT ACTIVITY

The Applicant of CPA 2016-04, Seth Brier, has reviewed the proposed revisions and consents to the further processing of the amended version of the original Comprehensive Plan Amendment application., as recommended by the Local Planning Agency (i.e. Special Policy 1.15.7 only).

3. ATTACHMENTS

1. Ordinance 2016-09

4. FINANCIAL IMPACT

Processing of the application is funded by the Applicant's Cost Recovery Account,

5. RECOMMENDED ACTIONS:

1. That the Town Council approve Ordinance 2016-09 on first reading.

ORDINANCE NO. 2016-09

TEXT AMENDMENT TO THE COMPREHENSIVE PLAN

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA COMPREHENSIVE PLAN, IN ACCORDANCE WITH SECTION 163.3184(3) FLORIDA STATUTES TO ADD SPECIAL POLICY 1.15.7 TO THE TEXT OF THE FUTURE LAND USE ELEMENT RELATING TO FUTURE LAND USE WITHIN THE AREA DEFINED BY THE FOLLOWING FEATURES: COLLECTING CANAL (NORTH); SOUTHERN BOULEVARD (SOUTH); “C” ROAD (EAST); AND “B” ROAD (WEST); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and;

WHEREAS, the Town of Loxahatchee Groves, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, adopted a Comprehensive Plan which has been found to be “in compliance” by, the State Department of Community Affairs (DCA); and,

WHEREAS, the Town’s Planning Consultant recommends approval of the Future Land Use Text Amendment Application CPA 2016-04, as set forth in a staff report dated October 18, 2016 to the Town Council, setting forth conditions and recommendations, which report is incorporated herein; and,

WHEREAS, Seth Brier has applied to amend the Comprehensive Plan as it relates to future land use opportunities within the area defined by the following features: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west); and,

WHEREAS, the application meets all conditions as an amendment subject to the “Expedited Review Process”, pursuant to Section 163.3184(2)(a), Florida Statutes; and,

Ordinance No. 2016-09

WHEREAS, the Town of Loxahatchee Groves Local Planning Agency, at its meeting on September 29, 2016, conducted the required public hearing on this Amendment to the Town of Loxahatchee Groves adopted Comprehensive Plan and recommended approval; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves conducted the required public hearing on this Amendment to the Town of Loxahatchee Groves adopted Comprehensive Plan on October 18, 2016; and,

WHEREAS, the reports, records, and materials from the public hearings to adopt Ordinance 2016-09 are incorporated herein and relied upon by the Town Council to the extent not inconsistent with this Ordinance; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves has deemed it to be in the best interest of the citizens and residents of the Town of Loxahatchee Groves to adopt Amendment CPA 2016-04 to the Town’s Adopted Comprehensive Plan in accordance with Chapter 163, Florida Statutes, concerning a text amendment proposed by Seth Brier, the Applicant, to add Special Policy 1.15.7 to the Future Land Use Element of the Town’s adopted Comprehensive Plan, as recommended by the Town’s Planning Consultant and Local Planning

Agency, to confirm the ability of property owners to apply for non-residential future land use designations within the area defined by the following features: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west).

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

SECTION 1: The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto or referenced herein are incorporated herein and made a specific part of this Ordinance.

SECTION 2: The Town Council has reviewed Comprehensive Plan Amendment Application CPA 2016-04 and finds the following:

1. Amendment CPA 2016-04, as presented in Exhibit A, attached hereto and included herein, is consistent with the goals, objectives and policies of the Town of Loxahatchee Groves Adopted Comprehensive Plan;

2. The characteristics of the surrounding area are compatible with the proposed Amendment;

3. The Town of Loxahatchee Groves has the ability or will have the ability to provide necessary services for the additional demand for public facilities.

SECTION 3: The Town Council approves and adopts the recommendations of the Town's Planning Consultant and Local Planning Agency, which are presented in the staff report dated October 18, 2016 and incorporated herein by reference.

SECTION 4: Comprehensive Plan Amendment CPA 2016-04 to the adopted Comprehensive Plan of the Town of Loxahatchee Groves, as presented in Exhibit A, attached hereto and included herein, is hereby adopted.

SECTION 5: The Town's Planning Consultant is further authorized and directed to make the necessary changes to the text of the Future Land Use Element of the adopted Comprehensive Plan, in order to reflect the above-stated change.

SECTION 6: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8: This Ordinance shall become effective as provided in Section 163.3187(5) (c), Florida Statutes.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 18th DAY OF OCTOBER, 2016.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2016

ATTEST: TOWN OF LOXAHATCHEE GROVES, FLORIDA

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Tom Goltzene

Town Attorney

Council Member Ron Jerriel

Council Member Ryan Liang

Council Member Todd McLendon

EXHIBIT A – AMENDMENT CPA 2016-04

1. Addition of Special Policy 1.15.7 to the text of the Future Land Use Element to clarify the future development potential within the area defined by the following features: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west)..

Words underlined are additions to the current text of the Comprehensive Plan.

1.15.5: Special Policy:

Properties within the area defined by the following features, where a planned mixture of non-residential land use designations currently predominates, may apply for a change in land use to a CL, CLO, INST or CON Future Land Use designation: Collecting Canal (north), Southern Boulevard (south), “C” Road (east), and “B” Road (west).

Map 1 – Site Location



II. Adjacent Land Uses

The property is bordered on its east and south by the approved 90.32 acre Groves Town Center Multiple Land Use Planned Unit Development (MLU/PUD), which consists of the following uses: Commercial Low (34.34 acres/103,000 sq. ft. of retail commercial space); Commercial Low Office (16.0 acres/44,000 sq. ft. of office space); and Institutional (40 acres/128 assisted living beds)..

To the north is a 5.03 acre property assigned a wholesale nursery Use Code (6900). The property is owned by Red Clover Lawn Service, Inc.

The property is bordered by "B" Road on the west followed by the Palm Beach State College Campus. "B" Road is currently being paved from Sothern Boulevard north to the Collecting Canal.

III. Requested Comprehensive Plan Amendments

Proposed CPA 2016-04 consists of adding two Special Policy Text Amendments to the Future Land Use Element and a Map Amendment to the Future Land Use Map.

A. Future Land Use Element Text Amendments

1.15.7: Special Policy:

Properties within the area defined by the following features, in combination, are defined as a "Mixed-Use Superblock" where a planned mixture of non-residential land use designations, including Commercial Low (CL), Commercial Low Office (CLO), Institutional and Public Facilities (INST) and Conservation (CON), currently predominates. In keeping with the planned character of the "Mixed-Use Superblock", properties assigned an RR 5 future land use designation may apply for a change in land use to a CL, CLO, INST or CON Future Land Use designation.

1.15.8: Special Policy:

Existing residential and commercial equestrian uses on the property delineated as "Special Policy 1.15.7" on the Future Land Use Map, Map # FLU-1.10, may remain subject to Sections 75-020: Nonconforming uses and 75-025: Nonconforming Structures of the Loxahatchee Groves Unified Land Development Code (ULDC). The existing residential and commercial land uses shall not be included in the floor-area-ratio (F.A.R.) calculation for the property.

B. Future Land Use Map Amendment

The current future land Use category assigned to the subject property is Rural Residential 5. The applicant has requested the assignment of a Commercial Low (CL) Future Land Use (FLU) Map designation to the subject property.

Uses permitted under the requested CL FLU category are described in Table 1-8 of the Future Land Use Element of the Comprehensive Plan, as follows:

- Commercial Low (CL): “A limited range of neighborhood-oriented commercial activities designed primarily to provide services to adjacent residential areas and public schools. Limited institutional and public facilities allowed.

Under the Comprehensive Plan, the Commercial Low FLU category allows for a maximum development intensity (Floor-Area-Ratio) of 0.10. The maximum development intensity under the proposed CL Future Land Use designation is 68,041 sq. ft. of retail commercial space.

IV. Proposed Development Program

The applicant has requested the assignment of a CL FLU designation for the 15.62 acre parcel. A specific plan of development has not been submitted to the Town at this point. However, via proposed Special Policy 1.15.8, the Applicant proposes two conditions: (1) to be allowed to maintain the existing residential and commercial equestrian land uses until development of a development concept under the CL designation; and (2) be allowed a 0.1 commercial F.A.R. in addition to maintaining existing residential and commercial uses. Detailed plans will be submitted with the rezoning and site plan approval applications.

V. Support Data

The Applicant has submitted the following support documents: Justification Statement; Built features inventory and map and list of structures currently located on the property; Transportation Analysis (Pinder Troutman Consulting, Inc.; 3/13/2015); Drainage Statement (Engenuity Group, Inc.); Wellfield Zone Map; Natural Features Inventory and Map (Jon E. Schmidt & Associates); Request for Historic Resources letter from Palm Beach County; Fire Rescue response letter; and Request for water and sewer letter from Palm Beach County;

The Transportation Analysis evaluated the impacts of a mixed development concept consisting of the following components: 49,984 sq. ft. of retail space; 4 single-family dwellings; 3 groom’s quarters; equestrian stables (40 stalls); and a 1.39 acre wholesale/retail nursery. All impacted roadway segments are projected to meet the adopted LOS “D” standard for the long-range (2035) analysis. A TPS analysis will be required when a specific plan of development (i.e. Site Plan approval application) is submitted to the Town.

VI. Staff Analysis

A. Appropriateness of the Current Future Land Use (FLU) Map Designation

The subject property consists of two parcels (a total of approximately 15 acres) located on the east side of “B” Road, approximately 0.2 miles north of Southern Boulevard. The current FLU Map designation is Rural Residential 5 (RR 5). At the time of the adoption of the Town’s Comprehensive

Plan, "B" Road was not improved and all surrounding properties were assigned the RR 5 FLU designation.

The principal justification for the proposed FLU amendment is that a substantial change in circumstances in the surrounding area since the adoption of the Town's Comprehensive Plan (Town Plan) leads to the conclusion that the current FLU designation is no longer the most appropriate.. Within the area bounded by Collecting Canal (north), Southern Boulevard (south), "C" Road (east), and "A" Road (west), the following approvals have occurred since the Town Plan was adopted: Palm Beach State College campus (75 acres); Loxahatchee Groves Commons shopping center (22 acres); and Groves Town Center mixed use development (90 acres). Combined, these approvals encompass approximately 187 acres, or 90% of the 207 acres within the area described above. Only 20 acres of conventional RR 5 land remain; the subject site at 15 acres and the 5 acre property to its immediate north.

B. Appropriateness of the Proposed Amendment

The changed nature of the surrounding area is also the principal justification for the proposed CL FLU Map designation. In addition to the large-scale non-residential approvals cited above, "B" Road improvements (i.e. paving and the addition of turn lanes, from Southern Boulevard to Collecting Canal and Collecting Canal bridge improvements) and central water and sewer improvements along "B" Road increase site accessibility, desirability and marketability of the property. The character of the surrounding area has dramatically changed from that of agriculture to mixed-use (Institutional and Retail and Office Commercial). The proposed FLU Map amendment is consistent with the recent areal change in character.

VII. Staff Findings

Planning staff finds proposed Special Policy 1.15.7 and Future Land Use Map Amendment 2016-04 generally consistent with the Comprehensive Plan and the changing nature of the surrounding area. Further, Staff finds proposed Special Policy 1.15.8 consistent with the Comprehensive Plan and land development regulations, with the exception that the maximum F.A.R. should not exceed 0.10, for all onsite uses, including those retained existing structures.

VIII. Local Planning Agency (LPA) Recommendation

To be included following the LPA meeting on the subject.

IX. Town Council Transmittal

To be determined by the Town Council at its meeting on the subject.

X. Regional And State Agency Review

To be included if the Town Council decides to transmit the application for appropriate regional and state agency review.

XI. Staff Recommendation

Staff recommends approval of proposed Special Policy 1.15.7 and FLU Map Amendment 2016-04.. It is further recommended that proposed Special Policy 1.15.8 be revised to read as follows:

1.15.8: Special Policy:

Existing residential and commercial equestrian uses on the property delineated as "Special Policy 1.15.7" on the Future Land Use Map, Map # FLU-1.10, may remain subject to Sections 75-020: Nonconforming uses and 75-025: Nonconforming Structures of the Loxahatchee Groves Unified Land Development Code (ULDC). ~~The existing residential and commercial land uses shall not be included in the floor-area-ratio (F.A.R.) calculation for the property.~~

XII. Town Council Adoption

To be included if, and when the Town Council has second reading of the related adoption ordinance.

ATTACHMENT A1
FUTURE LAND USE ELEMENT TEXT AMENDMENT 2016-4

1. Addition of Special Policies 1.15.7 and 1.15.8 of the Future Land Use Element

Words underlined are added to the current text of the Future Land Use element of the Loxahatchee Groves Comprehensive Plan.

1.15.7: Special Policy:

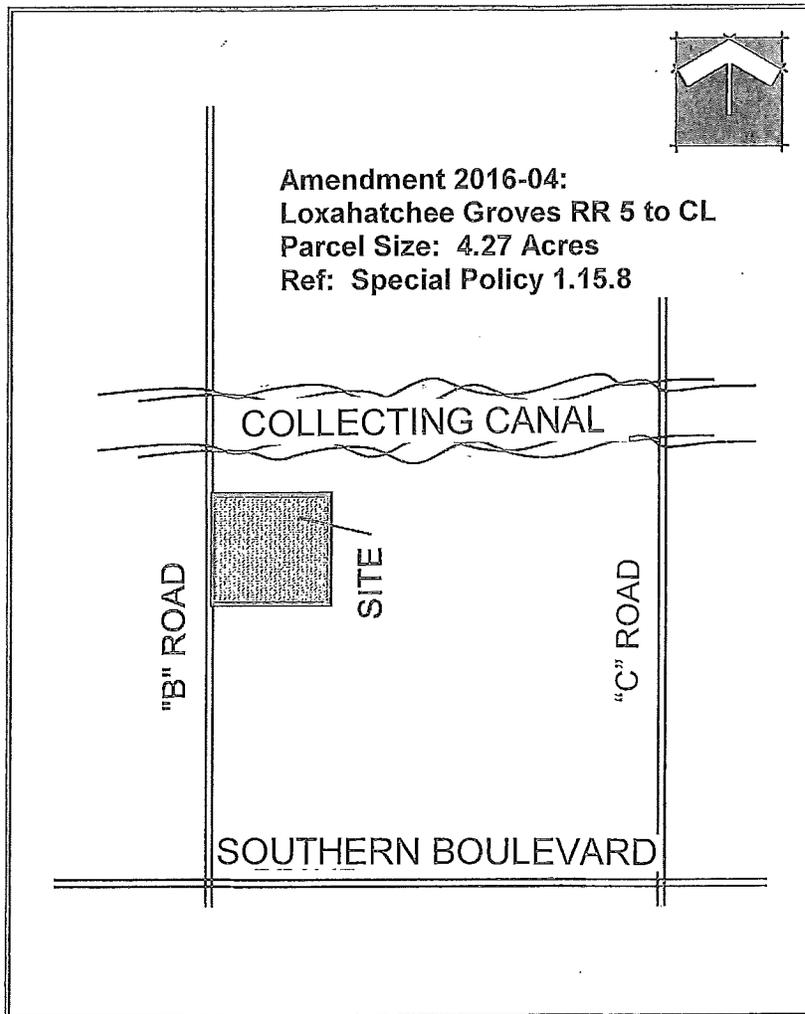
Properties within the area defined by the following features, in combination, are defined as a "Mixed-Use Superblock" where a planned mixture of non-residential land use designations, including Commercial Low (CL), Commercial Low Office (CLO), Institutional and Public Facilities (INST) and Conservation (CON), currently predominates. In keeping with the planned character of the "Mixed-Use Superblock", properties assigned an RR 5 future land use designation may apply for a change in land use to a CL, CLO, INST or CON Future Land Use designation.

1.15.8: Special Policy:

Existing residential and commercial equestrian uses on the property delineated as "Special Policy 1.15.6" on the Future Land Use Map, Map # FLU-1.10, may remain subject to Sections 75-020: Nonconforming uses and 75-025: Nonconforming Structures of the Loxahatchee Groves Unified Land Development Code (ULDC). The existing residential and commercial land uses shall not be included in the floor-area-ratio (F.A.R.) calculation for the property.

ATTACHMENT A2
FUTURE LAND USE MAP #FLU-1.10 AMENDMENT 2016-04

1. Amendment of the Future Land Use Map FLU-1.10 of the Future Land Element of the Loxahatchee Groves Comprehensive Plan to assign the Commercial Low (CL) Future Land Use designation to the subject property and incorporate a specific reference to Special Policy 1.15.8.



Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Mobile Home and Congregate Living Facility ULDC Revisions

PREPARED BY: Jim Fleischmann

November 1, 2016

SUBJECT: The following ULDC Revisions

1. Deletion of the term “Mobile home” from ULDC Article 10 – *Definitions, Abbreviations, and construction of Terms*
2. Addition of the terms “Manufactured home” and “Modular home” to ULDC Article 10 – *Definitions, Abbreviations, and construction of Terms*
3. Deletion of “Mobile home” and addition of “Manufactured Home” and “Modular home” to the list of permitted uses to ULDC Section 20-015 – *Permitted Uses* (AR District)
4. Deletion of “Congregate Living Facility, Type I” from the list of permitted uses to ULDC Section 20-015 – *Permitted Uses* (AR District)

1. BACKGROUND

History: Mobile home and Congregate Living Facility, Type I are currently a permitted use in the Town’s Agricultural Residential (AR) District.

Problem Statement: Mobile homes and Congregate Living Facilities, Type I have become an issue in Loxahatchee Groves and are essentially unregulated. Congregate Living Facilities, Type I are not defined in the ULDC, but are listed as a permitted use in the AR District.

Problem Solution: The Town Council has determined that unregulated mobile homes and undefined Congregate Living Facilities, Type I are not consistent with the character of Loxahatchee Groves.

These changes does not address the usage of temporary housing facilities for seasonal time periods.

2. CURRENT ACTIVITY

The Town Council has directed the Town’s Unified Land Development Code (ULDC) Review Committee to review the mobile home issue and permitted uses in the Town’s various zoning districts and recommend appropriate revisions to the ULDC. The ULDC Review committee reviewed potential revisions to the ULDC to address the mobile home issue in Town at its August 16, August 25, September 13, September 28, 2016, and October 14, 2016 meetings. The differences between mobile home, manufactured home and modular home were discussed at length. In addition, Staff consulted with Palm Beach County Building division staff to determine the differences in county review and approval procedures related to the issue. The ULDC Review Committee

recommended approval of the ULDC revisions included in proposed Ordinance 2016-010 at its October 14th meeting.

The Planning and Zoning Board recommended approval of a slightly different revision, as follows, at its September 29, 2016 meeting:

1. Deletion of the term “Mobile home” from ULDC Article 10 – *Definitions, Abbreviations, and construction of Terms* (**No change from the ULDC Committee**).

2. Addition of the terms “Manufactured home” and “Modular home” to ULDC Article 10 – *Definitions, Abbreviations, and construction of Terms*. The definitions of Manufactured Home and Modular Home differed from those recommended by the ULDC Review Committee. A comparison of the two versions is as follows (**differences highlighted by underlining**):

Planning and Zoning Board Recommendation

Manufactured home. A structure, not permitted in Loxahatchee Groves, and commonly referred to as a mobile home, constructed in the factory according to the national Department of Housing and Urban Development (HUD) building code governing building standards for factory-built homes, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chassis/undercarriage that provides structural support after installation, and designed to be used as a dwelling unit when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. The structure shall remain a manufactured home regardless of how it is installed, what type of foundation and skirting are used, or improvements made.

Modular home. A structure requiring a building permit, constructed in a factory designed to be used as a dwelling unit which is permanently affixed to an engineered foundation (i.e. concrete slab, stem-wall or poured or driven piles) and built in accordance with the provisions of the Florida minimum building codes intended to regulate site-built construction, including plumbing, electrical, fire, accessibility and energy codes. The Florida Department of Economic Opportunity certifies that the factory-built structure is in compliance with the Florida Manufactured Buildings Act (Florida Statutes Part IV, Chapter 553).

ULDC Committee Recommendation

Manufactured home. A structure requiring a building permit, and often referred to as a mobile home, constructed in a factory and transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chassis/undercarriage that provides structural support after installation on a permanent engineered foundation (i.e. concrete slab, stem-wall or poured or driven piles), and designed to be used as a dwelling unit when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.. The Florida Department of Economic Opportunity, as evidenced by a plate attached to the structure, certifies that the factory-built structure is in compliance with the Florida Manufactured Buildings Act (Florida Statutes Part IV, Chapter 553).

Modular home. A structure requiring a building permit, constructed in a factory designed to be used as a dwelling unit which is permanently affixed to an engineered foundation (i.e. concrete slab, stem-wall or poured or driven piles) and built in accordance with the provisions of the Florida minimum building codes intended to regulate site-built construction, including plumbing, electrical, fire, accessibility and energy codes. The Florida Department of Economic Opportunity, as evidenced by a plate attached to the structure, certifies that the factory-built structure is in compliance with the Florida Manufactured Buildings Act (Florida Statutes Part IV, Chapter 553).

3. Deletion of “Mobile home” and addition **only** of “Modular home” to the list of permitted uses to ULDC Section 20-015 – *Permitted Uses* (AR District).

4. Deletion of “Congregate Living Facility, Type I” from the list of permitted uses to ULDC Section 20-015 – *Permitted Uses* (AR District). **(No change from the ULDC Committee).**

3. ATTACHMENTS

1. Proposed Ordinance 2016-10 which includes text amendments to ULDC Article 10 – 015 *Definitions* and ULDC Section 20-015 – *Permitted Uses* (**ULDC Review Committee recommendation**).

4. FINANCIAL IMPACT

Work on this project is funded by a Town Council Work Authorization

5. RECOMMENDED ACTIONS:

1. That the Town Council approve the ULDC Review Committee recommendation of the proposed Ordinance 2016-10 on First Reading, as attached hereto.

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE TOWN'S UNIFIED LAND DEVELOPMENT CODE; AMENDING PART I, ENTITLED "ADMINISTRATION AND DEFINITIONS," ARTICLE 10 ENTITLED "DEFINITIONS, ABBREVIATIONS, AND CONSTRUCTION OF TERMS", SECTION 10-015, ENTITLED "DEFINITIONS," TO DELETE THE DEFINITION OF MOBILE HOME AND ADD THE DEFINITIONS OF MANUFACTURED HOME AND MODULAR HOME, AND TO AMEND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 20 ENTITLED "RESIDENTIAL ZONING DISTRICTS," SECTION 20-015, ENTITLED "PERMITTED USES" BY DELETING MOBILE HOME AND CONGREGATE LIVING FACILITY, TYPE I AS PRINCIPAL USES AND ADDING MANUFACTURED HOME AND MODULAR HOME AS PRINCIPAL USES IN THE AR ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council directed the Unified Land Development Code (ULDC) Committee to review provisions of the Town's ULDC related to topics specified by the Town Council; and,

WHEREAS, pursuant to the direction of the Town Council, the ULDC Committee and Planning and Zoning Board (PZB), pursuant to Town Ordinance 2011-011, have reviewed the matter of mobile homes and Congregate Living Facility, Type I and,

WHEREAS, consistent with the direction of the Town Council, the Town ULDC Committee and PZB have reviewed appropriate provisions of the Town's ULDC and recommend that certain provisions be deleted or added; and

WHEREAS, the Town of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend the Town's ULDC to: (1) delete the definition of Mobile Home from ULDC Part I, Article 10, Section 10-015 *Definitions*; (2) add the definitions of Manufactured Home and Modular Home to ULDC Part I, Article 10, Section 10-015 *Definitions*; (3) delete Mobile Home and Congregate Living Facility, Type I from ULDC Part II,

Article 20, Section 20-015 *Permitted Uses*; and (4) add Manufactured Home and Modular Home to ULDC Part II, Article 20, Section 20-015 *Permitted Uses*.

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

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

Section 2. Part I, entitled “Administration and Definitions,” Article 10 entitled “Definitions, Abbreviations, and Construction of Terms”, Section 10-015, entitled “Definitions,” of the Town’s Unified Land Development Code, is amended as follows. ~~Struck through~~ text is deleted and underlined text is added:

Section 10-015: Definitions.

~~**Mobile home.** A structure, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein.~~

Manufactured home. A structure requiring a building permit, and often referred to as a mobile home, constructed in a factory and transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chassis/undercarriage that provides structural support after installation on a permanent engineered foundation (i.e. concrete slab, stem-wall or poured or driven piles), and designed to be used as a dwelling unit when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.. The Florida Department of Economic Opportunity, as evidenced by a plate attached to the structure, certifies that the factory-built structure is in compliance with the Florida Manufactured Buildings Act (Florida Statutes Part IV, Chapter 553).

Modular home. A structure requiring a building permit, constructed in a factory designed to be used as a dwelling unit which is permanently affixed to an engineered foundation (i.e. concrete slab, stem-wall or poured or driven piles) and built in accordance with the provisions of the Florida minimum building codes intended to regulate site-built construction, including plumbing, electrical, fire, accessibility and

energy codes. The Florida Department of Economic Opportunity, as evidenced by a plate attached to the structure, certifies that the factory-built structure is in compliance with the Florida Manufactured Buildings Act (Florida Statutes Part IV, Chapter 553).

Section 3. Part II entitled “Zoning Districts”, Article 20 entitled “Residential Zoning Districts, Section 20-015, entitled “Permitted Uses”, is amended as follows. ~~Struck through text~~ is deleted and underlined text is added:

Section 20-015. - Permitted uses.

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

Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Mobile Home	Permitted w/Special Exception Category B
<u>Manufactured Home</u>	<u>Permitted</u>
<u>Modular Home</u>	<u>Permitted</u>
Public Schools	Permitted
Congregate Living Facility, Type I	Permitted
Non-Profit Community Recreational Facilities	Permitted w/Special Exception Category A
Essential Services	Permitted
Commercial Equestrian Operations	Permitted
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category A
Aviculture	See Note 1 below
Commercial Kennels	Not Permitted
Chipping and Mulching	Permitted subject to Article 80
Feed Lots	Not Permitted
Commercial Animal Manure Management	Not Permitted
Commercial Chipping and Mulching	Permitted subject to Article 80
Rescued Animal Care	Permitted w/Special Exception Category A
Outdoor Events	Permitted subject to Article 80 and to a Special Exception Category A
Agriculture	Permitted
Bona Fide Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A
Rodeo Events	Permitted w/Special Exception Category A

Note 1: The regulation of exhibition or sale of wildlife and personal possession of wildlife are preempted by state law and regulated by the State of Florida. See Sections 379.3761 and 379.762, Florida Statutes and Florida Administrative Code Chapters 68A-1.002 and 68A-6.

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

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

Section 7. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2016.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____, 2016.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Tom Goltzene

Town Attorney

Council Member Ron Jerriel

Council Member Ryan Liang

Council Member Todd McLendon

Town of Loxahatchee Groves, Florida

Town Council Agenda

AGENDA ITEM REPORT

ITEM NO. 6 E

MEETING DATE: 10/18/16

PREPARED BY: BARRY TROMBLEY

SUBJECT: 8th Place North

1. BACKGROUND/HISTORY:

Problem Statement: The erection of a fence over previously open travel lane has restricted access to the property owned by Zara LLC and Cletus Keaton.

Problem Solution: Restore the road to the historical travel path which has been maintained for the required 7 year period under F.S.S. 95.361.

8th Place North is a dirt/gravel road which runs north off Collecting Canal Road west of D Road along the western edge of the canal, turning west at the property line between the two properties owned by Mark Jackson. This road services four (4) property parcels with three (3) property owners affected. The road has historically been used for travel unimpeded and maintained by the Town of Loxahatchee Groves for the past seven (7) years. Property owner Jackson has recently erected a fence over a portion of the road historically used for travel.

2. CURRENT ACTIVITY

The property owner, Jackson, has fenced off a portion of the road historically used for travel thereby restricting access to the western properties located on the road

3. ATTACHEMNTS

Florida State Statute 95.361
Deeds of Mark Jackson properties

4. FINANCIAL IMPACT

Currently unknown

5. RECOMMENDATIONS

Authorize the Town Manager and Town Attorney to resolve this matter through any and all legal mechanisms

#53 Warrant Deed

(STATUTORY FORM-SECTION 689)

SEP-06-1988 02:44pm 88-246880 ORB 5797 Pg 1740

This Indenture, Made this 5th day of May, 1988 Between

EDWARD V. COELHO and LUCILLE COELHO, his wife

of the County of City of Mountain View State of California grantor*, and

MARVIN FRANCIS JACKSON, JR., and TONIA ROSE, his wife

whose post office address is 687 "D" Road; Loxahatchee

of the County of Palm Beach State of Florida 33470 grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of

TEN (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

The E 332.70' of the following-described property: The E 1/4 of Tract 2, less the W 626.10' and the N 20' thereof, Block C, LOXAHATCHEE GROVES, according to the Plat thereof filed in Plat Book 12, Page 29, public records of Palm Beach County, Florida. Subject to an easement for road purposes over the S 20' thereof and together with an easement for ingress and egress over and across the East 30' of the following-described parcel: Tract 1, less the W 2259.32', Block C, LOXAHATCHEE GROVES, according to Plat filed in Plat Book 12, Page 29, public records of Palm Beach County, Florida; both aforescribed easements as created by and subject to Easement Agreement recorded in Official Record Book 3142, Page 1554, public records of Palm Beach County, Florida.

SUBJECT TO restrictions, reservations, easements, and limitations of record and taxes and assessments for 1987 and subsequent years.

Con 60,000.00 Doc 330.00 JOHN B DUNKLE, CLERK - PB COUNTY, FL

and said grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

John P. Dahl (Seal) Edward V. Coelho (Seal) Lucille Coelho (Seal) AS TO BOTH

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EDWARD V. COELHO and LUCILLE COELHO, his wife

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of May 1988.

My commission expires:



Carolyn B. Hughes Notary Public

[Notarial Seal]

This instrument was prepared by: and RETURN TO:



DeSANTIS, COOK, KAUFFMAN, GASKILL, et al. 11891 U.S. HIGHWAY ONE NORTH PALM BEACH, FLORIDA 33408

RECORD VERIFIED PALM BEACH COUNTY, FLA. JOHN B. DUNKLE CLERK CIRCUIT COURT

82 090017

Print

This instrument was prepared by:

R. K. KRAMER

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

Law Office of
R. K. KRAMER
2273 Palm Beach Lakes Boulevard
WEST PALM BEACH, FLORIDA 33409

This Indenture, Made this 20th day of May 1982, Between

MARK JACKSON joined by his wife, TONIA ROSE JACKSON

of the County of Palm Beach, State of Florida, grantor*, and

MARK JACKSON and TONIA ROSE JACKSON, his wife

whose post office address is 687 "D" Road, Loxahatchee

of the County of Palm Beach, State of Florida, grantee*,

Witnesseth: That said grantor, for and in consideration of the sum of

TEN and NO/100 (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Tract 1, less the West 2259.32 feet, Block C, LOXAHATCHEE GROVES, according to the Plat thereof filed in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida.

460
45

Subject to an easement over the South 20 feet thereof for road purposes; also subject to an easement over the North 20 feet thereof for drainage and utilities; also subject to an easement over the East 30 feet thereof for road purposes which easement shall be created by and subject to that certain easement agreement recorded simultaneously herewith under Clerk's File Number 79-169221, Public Records of Palm Beach County, Florida.

Subject to easements, restrictions, reservations and limitations of record and taxes for the year 1982 and to zoning and other governmental regulations.

It is the intention of this conveyance to create an estate by the entirety in this property, and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

R. K. Kramer

Mark Jackson (Seal)
MARK JACKSON

Chashe V. Lish

Tonia Rose Jackson (Seal)

Tonia Rose Jackson (Seal)
TONIA ROSE JACKSON

(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

MARK JACKSON joined by his wife, TONIA ROSE JACKSON

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

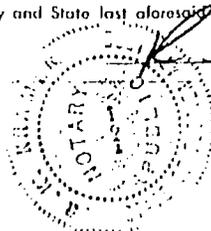
WITNESS my hand and official seal in the County and State last aforesaid this 20th day of May 1982

My commission expires:

R. K. Kramer
Notary Public

B3738 P0046

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 31 1983
BONDED THROUGH CLERICAL INS. UNDERWRITERS



RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway.

The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. [366.02\(2\)](#). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or**
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

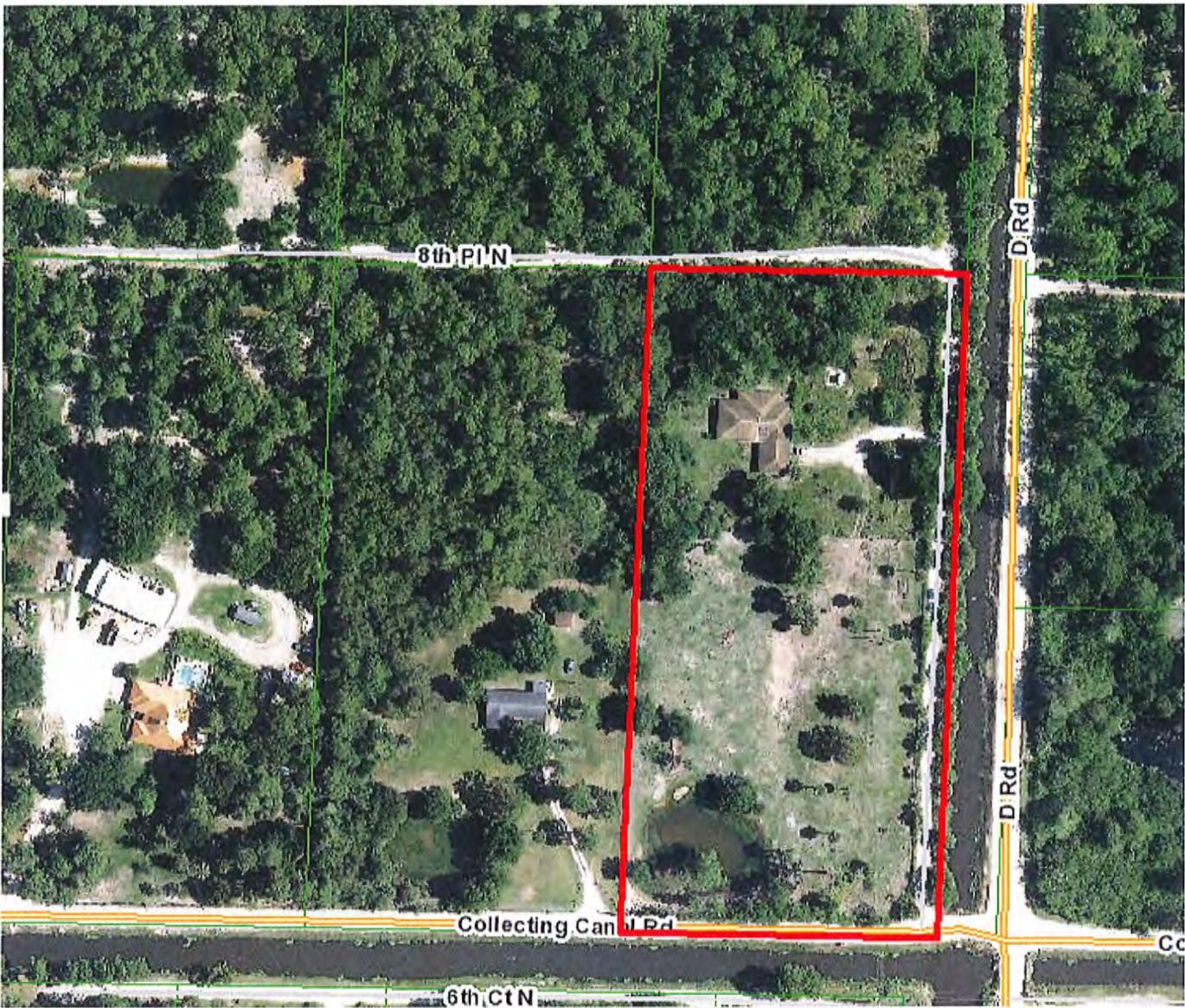
(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a

court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

History.—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

Note.—Former s. 337.31.



8th P/N

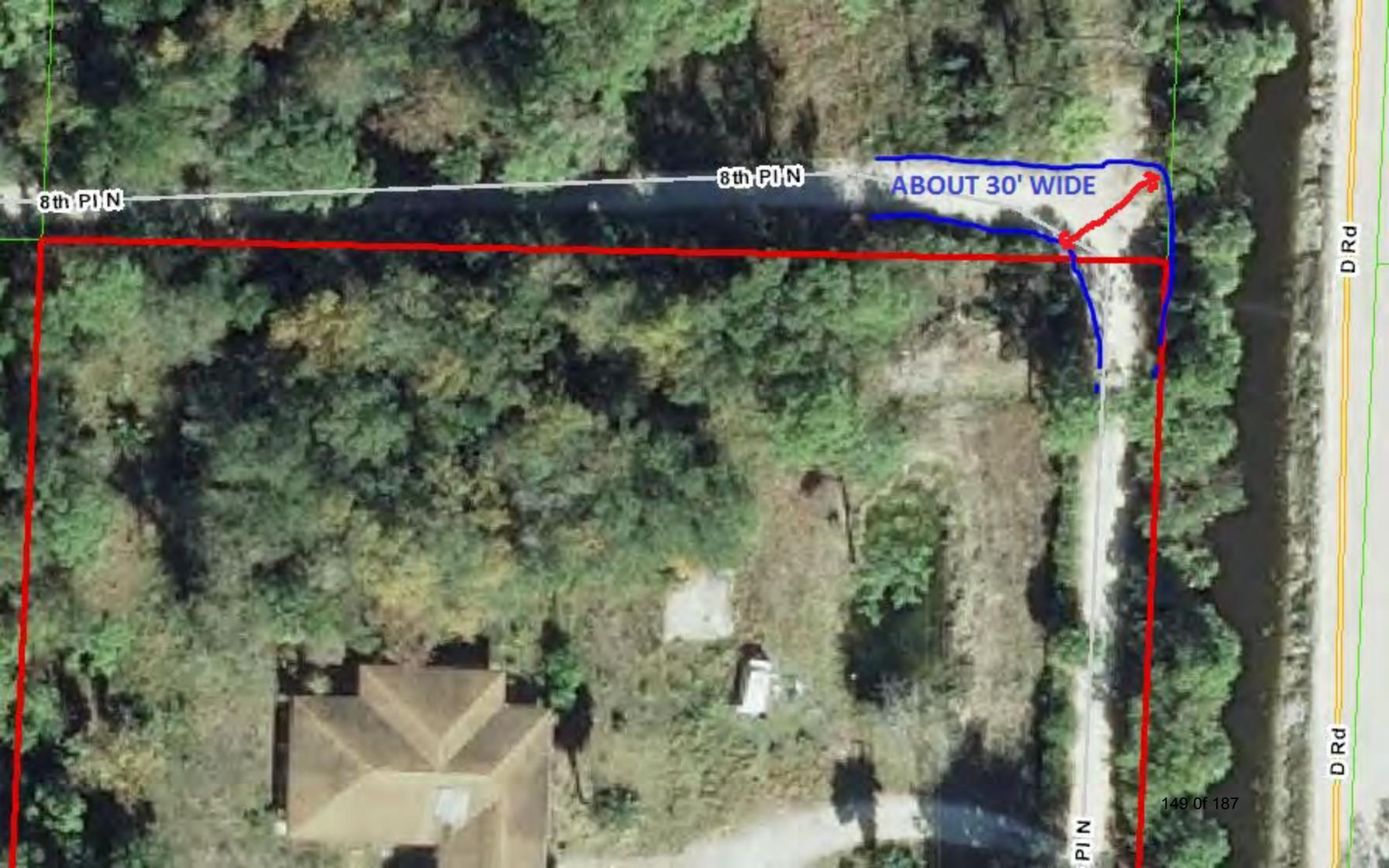
8th P/N

ABOUT 30' WIDE

P/N

D Rd

D Rd



Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 6 F
MEETING DATE: 10/18/16
MEETING DATE: 11/01/2016

PREPARED BY: BARRY TROMBLEY

SUBJECT: Hiring of outside Council and Code Investigator

BACKGROUND/HISTORY –

1. Problem Statement:

There is a conflict between Staff and Town Council

2. Problem Solution:

The hiring of an outside Code Investigator and outside Legal Counsel.

This complaint spans 9 years. The complaining party, Leftkowitz, and the alleged violator, McLendon, have been at odds over the fact that McLendon has a large number of birds and the alleged noise produced from these birds. The presence of the birds, the number of birds, and the placement of the birds is not in question. The complaint revolves around the Loxahatchee Groves ULDC section regulating noise, 55 dm. At the time of the initial complaint the area was under the jurisdiction of the Palm Beach County ULDC. At the time of incorporation, while the county ULDC still regulated the Town, the County Code Enforcement abandoned the case as it no longer fell within its jurisdiction.

3. CURRENT ACTIVITY

The case is presently open but inactive pending direction of the Town Council.

4. ATTACHEMENTS

Case complaint sheets for 2015-0434 and 2015-0439

5. FINANCIAL IMPACT

Unknown

6. RECOMMENDATIONS

Authorize the Town Attorney and Manager to engage outside Legal Counsel and an outside Code Investigator to complete the investigation to resolve this matter through any and all legal mechanisms.



RECEIVED
OCT 23 2015

Town of Loxahatchee Groves

BY: BK

155 F Road, Loxahatchee Groves, Florida 33470

Phone (561) 793-2418

Fax (561) 793-2420

CODE COMPLIANCE – AFFIDAVIT OF COMPLAINT

Ongoing Since 2006

Date: 10/23/15

Case #: 20150439

COMPLAINANT CONTACT INFORMATION:

Name:	<u>Lefkowitz, Maureen</u>
Street Address:	<u>3485 D Rd.</u>
City, State, Zip	<u>Loxahatchee, FL 33470</u>
Contact Phone Number:	<u>Maureen 561-386-1049</u>
Email Address:	<u>maureenlef@gmail.com</u>

Maureen Lefkowitz (Signature)

Must be signed in person at Town Hall

I give permission to the Town Code Enforcement Officer to enter my property to view the violator's actions:

<input checked="" type="checkbox"/>	At will <u>Maureen Lefkowitz</u>
<input checked="" type="checkbox"/>	With prior verbal consent, at a scheduled time, to be accompanied by me or my representative

VIOLATOR INFORMATION:

Name:	<u>McLendon, Todd & Shire</u>
Street Address:	<u>3481 D Rd.</u>
City, State, Zip	<u>Loxahatchee FL 33470</u>
Nature of Alleged Violation:	<u>Daily every day some time @ different hrs Severe Screaming MACAWS But avg. 4hrs Trespassing can hear them in per day our Bedroom / Office - extreme outdoors in our yard.</u>

OFFICIAL USE ONLY

PCN: 41-41-43-17-01-332-0010 Date Inspected: _____

Results: _____

Violation Issued: No / Yes _____ (Code Officer)

AUG 06 2015

BK



14579 Southern Blvd #2
Loxahatchee Groves, FL 33470
Office Hours: Mon. - Fri. 9:00 am to 4:00 pm
Phone: 561-793-2418 Fax: 561-792-2420

CODE COMPLIANCE - AFFIDAVIT OF COMPLAINT

Date: 8-6-15

Case #: 20150434

Complainant Contact Information:

Name: Larry LeFKowitz
3485 D Road
(Street Address) Loxahatchee
(City)

Contact Phone: 561-313-5012
[Signature] (Signature)
(must be signed in person at the Town Office)

I give permission to the Town Code Enforcement Officer to enter my property to view the violator's actions:

- at will,
- with prior verbal consent, at a scheduled time, to be accompanied by me or my representative

Name of Violator: Todd McLendon

Nature of alleged violation: Daily multiple violations of noise ordinance for several years. New 7 day noise study shows continuous & egregious nature of violation

Address/location of Violation: 3481 D Road

OFFICIAL USE ONLY

PCN: 41 41 43 _____ Mailing address of Violator: _____

Action Taken By Code Compliance Division: _____ Date Inspected: _____

Results: _____

Violation Issued: No Yes _____ (Code Officer)

Town of Loxahatchee Groves, FLORIDA
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 6f.

MEETING DATE: 11/01/2016

PREPARED BY: William F. Underwood, II, Town Manager

SUBJECT: Prepare Specific Purpose Surveys for Acquisition of Road Right-of-Way

1.BACKGROUND/HISTORY

Problem Statement: Town Council needs to continue the process of acquiring road right-of-way

Problem Solution: Authorize staff to execute agreement with Town’s consulting engineer to prepare specific purpose surveys for the acquisition of road right-of-way for 41 roadways totaling 10.573 Miles.

The Town Council budgeted \$100,000 in the Capital Improvement Fund to survey Town Road for filing pursuant to SS 95.361 (2)(b). Upon completion of the survey and legal description, the Town can file with the Clerk of the Court those roads under the Town’s maintenance (see below).

95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System, whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. [366.02](#)(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;

- (b) The municipality, if it is a municipal street or road; or
 - (c) The state, if it is a road in the State Highway System or State Park Road System, whether or not there is a record of conveyance, dedication, or appropriation to the public use.
 - (3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:
 - (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
 - (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
 - (c) The mayor and clerk of the municipality, if the road is a municipal road or street, shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.
 - (4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).
 - (5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.
- History.—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.
- Note.—Former s. 337.31.

2.CURRENT ACTIVITY

Staff has worked with the Town's Engineer to identify roads within close geographical proximity of each other. Due to the quantity of intersects with existing lettered and sometimes non-lettered roads, the work effort is much greater than that performed by the Loxahatchee Groves Water Control District.

3.ATTACHMENTS

Proposal dated October 21, 2016 – Keshavarz & Associates
 Resolution No. 2016-77

4.FINANCIAL IMPACT

Funding is available in the CIP Fund and this work will cost \$98,542.40, leaving a balance of \$1,457.60.

5.RECOMMENDED ACTION

A motion to approve Resolution No. 2016-77 and authorize the Town Manager to execute work authorization in an amount not to exceed \$98,542.40.

RESOLUTION NO. 2016-77

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING PREPARATION OF PHASE 2 SURVEYS FOR ACQUISITION OF ROAD RIGHT-OF-WAY TO KESHARARZ & ASSOCIATES, IN THE AMOUNT OF \$98,542.40; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council had budgeted \$100,000 in the Capital Improvement Fund for Fiscal Year 2015/2016 to surveying of town roads; and

WHEREAS, at the meeting on December 1, 2015, the Town Council authorized the engagement of Keshavarz & Associates for the preparation of Phase 1 specific purpose surveys for the acquisition of road right-of-way for 41 roadways totaling 9.95 miles, in the amount of \$97,585.40; and

WHEREAS, at the meeting on May 17, 2016, the Town Council adopted Resolution No. 2016-38, accepting the Phase 1 survey maps; and

WHEREAS, Keshavarz & Associates has now submitted a proposal for Phase 2 specific purpose surveys for the acquisition of road right-of-way for an additional 41 roadways totaling 10.573 miles, in the amount of \$98,542.40 ; and

WHEREAS, the Town Council finds it in the best interests of the Town to approve the Phase 2 Proposal from Keshavarz & Associates for the specific purpose surveys for the acquisition of road right-of-ways.

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 Town Council hereby approves the Phase 2 proposal from Keshavarz & Associates, in the amount of \$98,542.40. Funds have been budgeted through the Capital Improvement Fund.

Section 3. The Mayor and appropriate Town Officials are hereby authorized to execute any and all documents necessary to complete this Proposal, and the Town Clerk is instructed to deliver a copy of the signed Proposal to Keshavarz & Associates, along with a certified copy of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RONALD JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF NOVEMBER 2016.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST: _____
Mayor David Browning

Virginia M. Walton, Town Clerk

Vice-Mayor Tom Goltzené

Council Member Ronal Jarriel

APPROVED AS TO LEGAL FORM: _____
Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon



Town of Loxahatchee Groves (Client)
155 F Road
Loxahatchee Groves, FL 33470

October 21st, 2016

Project No. 16-1136

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

Reference: Preparation of “Maintenance Maps / Specific Purpose Surveys Phase 2” for Acquisition of Road Right-of-Way for 41 Roadways Totaling 10.573 Miles of Town Roadways, Loxahatchee Groves, Florida

Dear Mr. Underwood:

Based upon your request and with utmost pleasure, we are presenting you with this proposal to perform the services associated with the Town’s desire to secure the right to access public rights-of-way for roadways it currently maintains and has reportedly maintained for at least the past seven (7) years. Please refer to the attached exhibits outlining the specific roadways to be included. It is our understanding that the Town’s intent is to exercise their rights as a municipality to acquire the public rights-of-way for maintained roads in accordance with the provisions of section 337.31 (renumbered 95.361), Florida Statutes 1961.

Please note that Keshavarz & Associates, Inc. (K&A) is acting strictly as the Town’s Engineering / Surveying Consultant to carry out the services necessary only in those disciplines towards this effort upon the Town’s interpretation of the above referenced Florida Statute. No legal interpretation or advice is or will be provided by K&A regarding the matter.

This proposal is presented to you under the auspices of the “Agreement for Professional Engineering Services for the Town of Loxahatchee Groves” currently in place between the Client and Keshavarz & Associates, Inc. (Consultant).

Our scope of services is outlined as follows:

1. Coordinate with the Town to locate the maintained limits by either the town providing maintenance personnel to work with Consultants survey crew to place a stake or other marking at the maintained limits or by the Town confirming in certain instances and on specific roadways that the outside edge, or a specific offset outside of, the apparent ‘grading hump’ shall be the maintained limits. The Town shall produce a statement signed by it’s appropriate staff that satisfies the requirements set forth in the provisions of Section 337.31 (renumbered 95.361), Florida Statutes 1961 in regards to the required signatories for “Field Maintenance Certifications” on behalf of the Town. This statement will be placed on the subject maintenance maps attesting to the Town’s uninterrupted maintenance of it’s roadways that are the subject of this proposal.

2. Field locate the limits of the Town maintained roadway in conjunction with the town's representative using a Hyper V GPS Unit (in conjunction with the Lenggemann of Florida statewide GPS Network) and a Topcon Total Station to locate the maintained limits for each of the 41 roadways. This task shall include field acquisition of state plane coordinates in the North American Datum of 1983, 2007 adjustment (SPCS NAD 83-2007) on existing section corners, horizontal control points and GPS control points, as published by Palm Beach County Engineering at <http://www.pbcgov.com/engineering/roadwayproduction/survey/> all to be within the Town of Loxahatchee Groves and more specifically to be on, and/or around the general vicinity of the assigned roadways. As such, all control points, pursuant to all of the above either found or established, shall be observed with a GPS unit a minimum of two times to attempt a high probability for a horizontal accuracy of +/- 0.12'. If the control points differ from the published value, the published value shall be held and depicted on the horizontal control map as described below within Task 4 based on the survey premise of that specific control point has an accepted and recognized position within the survey community.
3. Coordinate and combine Palm Beach County Geographic Information System (PBCGIS) parcel maps as published for download by Palm Beach County with the above described field acquisition of state plane coordinates to prepare the proposed Maintenance Map / Specific Purpose Survey to include a horizontal control map as either its own sheet or made a part thereof for the specific map associated with the specific roadway(s). The acquired state plane coordinates shall be depicted at the maintenance limits for each roadway and shall also depict a bearing and distance between each coordinate representing a change in direction of the maintenance limits.

Should the maintenance limits significantly disagree with the PBCGIS property line locations and/or alignment, Consultant shall notify the Client. Upon request from the Client, the Consultant shall, on an hourly basis, research deeds, plats (either recorded or unrecorded) and/or right-of-way maps as researched by this office by accessing Palm Beach County Property Appraisers (PAPA), Clerk of the Circuit Court, Palm Beach County Engineering / Surveying Departments and/or "Labins" websites to assist in resolving any discrepancies. This effort may also require the need to engage a Title Company/Agent and / or attorney.

4. Coordinate with Town Manager and Town Attorney as needed to include language on the maintenance maps to satisfy the requirements of the provisions of section 337.31 (renumbered 95.361), Florida Statutes 1961 with respect to required signatories for 'field maintenance certifications' on behalf of the Town.
5. Coordinate with the Town Staff to execute mylars of the Maintenance Map / Specific Purpose Survey for recordation (by others) with Palm Beach County to obtain official Road Plat Book number(s) and Page(s). Recording fees are not included in this proposal and shall be paid for by the Town as a direct reimbursable.

Our fees for the services outlined above shall be as follows:

Maintenance Maps / Specific Purpose Survey Phase 2	\$ 93,042.40
Estimated Direct Expenses	<u>\$ 5,500.00</u>
TOTAL	\$ 98,542.40

General Consulting Services / Meeting Attendance, which includes any services not included in this proposal but requested by Client or his agents shall be performed on an agreed upon fixed fee or time and material basis in accordance with the "Agreement for Professional Engineering Services for the Town of Loxahatchee Groves" executed on July 24th, 2013.

As a notice to proceed, please sign one copy of the attached Authorization Statement and return it to our office.

We certainly appreciate the opportunity to present you with this proposal. Upon authorization, we will do our best to be an effective member of your development team.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.



Scott F. Bryson, P.S.M.
Vice President of Surveying



AUTHORIZATION STATEMENT

PROFESSIONAL SURVEYING SERVICES

for

**Preparation of
“Maintenance Maps / Specific Purpose Surveys Phase 2”
for Acquisition of Road Right-of-Way for
Town Roadways**

Loxahatchee Groves, Florida

I hereby acknowledge and agree with all the conditions reflected in the attached proposal dated October 21, 2016, together with the "Contract 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.

NAME AND TITLE: _____

ACKNOWLEDGMENT: _____

DATE: _____

Road Mileage For Loxahatchee Groves for 2016

Plat Designation	Town Road Name	Road Mileage	Type of Road	Dirt, Ogem, or Private	
T:43S/ R: 40E:	161st Terrace N	1.832	Public	Dirt	Milage Inlcudes Lakeside Drive
	160th Street N	0.423	Public	Dirt	
	44th Street N	0.211	Public	Dirt	
	42nd Street N	0.189	Public	Dirt	
	Global Trail	0.501	Public	Dirt	
	43rd Road N	0.194	Public	Dirt	
	42nd Road N	0.141	Public	Dirt	
	41st Road N	0.062	Public	Dirt	
	Ian Trial	0.376	Public	Dirt	
	148th Terrace N	0.334	Public	Dirt	
	145th Terrace N	0.32	Public	Dirt	
	43rd Road N	0.25	Public	Dirt	
Block B:	West "C" Rd	0.607	Public	Dirt	
	Jewel Lane	0.094	Public	Dirt	
Block C:	8th Place N	0.3	Public	Dirt	Coord with Town Prior
	West "D" Road	0.394	Public	Dirt	
	Snail Trail	0.24	Public	Dirt	
	April Drive	0.16	Public	Dirt	
	25th Place N	0.145	Public	Dirt	
	34th Place N	0.202	Public	Dirt	
	147th Ave N	0.115	Public	Dirt	
	30th Court N	0.124	Public	Dirt	
	Karen Lane	0.035	Public	Dirt	
Block D:	Tripp Rd	0.225	Public	Dirt	
	35th Place N	0.12	Public	Dirt	
Block F:	131st Terrace N	0.135	Public	Dirt	
	11th Lane N	0.266	Public	Dirt	
	13th Place N	0.166	Public	Dirt	Coord with Town Prior
Block I:	Sixth Ct N	0.17	Public	Dirt	
	West "D" Road	0.322	Public	Dirt	
	Pineapple Dr	0.2	Public	Dirt	
Block K:	Sixth Ct N	1.72	Public	Dirt	
Total Road Mileage		10.573			



**BUDGET VS ACTUAL
AS OF JULY 31, 2016**
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	16,193	314,700	-	311,616	3,084	101%
	Ad Valorem Taxes Subtotal	16,193	314,700	-	311,616	3,084	101%
001-314-100-000	Electric Utility Tax	22,845	234,644	-	233,000	1,644	101%
001-315-100-000	Communications Services	7,323	82,160	-	91,919	(9,759)	89%
001-316-200-000	County Occupational License	176	5,129	-	6,000	(871)	85%
	Local Taxes Subtotal	30,344	321,933	-	330,919	(8,986)	97%
001-323-100-000	FPL Franchise Fee	-	152,183	-	200,000	(47,817)	76%
001-323-125-000	Hauler's License Fee	-	1,515	-	1,050	465	144%
001-323-300-000	PBC Water Utility Franchise	86,439	101,602	-	14,000	87,602	726%
001-329-100-000	Planning & Zoning Permit	3,926	21,894	-	7,000	14,894	313%
001-329-125-000	PDU	-	-	-	-	-	NA
	Permits, Franchise Fees & Special Subtotal	90,365	277,193	-	222,050	55,143	125%
001-335-120-000	State Revenue Sharing	6,613	73,482	-	90,890	(17,408)	81%
001-335-180-000	Half Cent Sales Tax	19,939	229,134	-	260,461	(31,327)	88%
	Intergovernmental Revenue Subtotal	26,552	302,616	-	351,351	(48,735)	86%
001-341-000-000	General Government Charges	675	5,105	-	3,000	2,105	170%
001-343-349-000	Cost Recovery Fees	23,820	81,710	-	47,000	34,710	174%
	Charges for Services Subtotal	24,495	86,815	-	50,000	36,815	174%
001-354-100-000	Code Enforcement Fines	11,351	11,351	-	1,000	10,351	1135%
	Code Enforcement Fines Subtotal	11,351	11,351	-	1,000	10,351	1135%
001-361-100-000	Interest	653	685	-	200	485	342%
001-366-100-000	Contributions and Donations Private Sources	-	-	-	7,000	-	-
001-369-000-000	Other Misc Income	-	397	-	300	97	132%
	Other Misc Revenue Subtotal	653	1,082	-	7,500	582	14%
001-399-000-000	Transfer from Fund Balance*	-	-	-	311,621	(311,621)	0%
	Other Non-operating Sources Subtotal	-	-	-	311,621	(311,621)	0%
	Grand Total Revenue	199,953	1,315,690	-	1,586,057	(263,367)	83%



**TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JULY 31, 2016**

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	-	-	-	10,400	10,400	0%
001-511-400-000	Travel	2,100	1,403	-	3,000	1,597	47%
001-511-410-000	Communication Services	6,664	6,664	-	6,395	(269)	104%
001-511-492-000	Other Operating Expenses	1,404	1,404	-	1,500	96	94%
001-511-499-000	Other Current Charges - Council Reimbursement	3,750	31,250	-	37,500	6,250	83%
001-511-500-000	Education & Training	-	450	-	1,000	550	45%
001-511-510-000	Office Supplies	-	513	-	500	(13)	103%
001-511-520-000	Operating Supplies	-	36	-	500	464	7%
001-511-540-000	Books, Publications & Subscriptions	-	8,532	-	2,500	(6,032)	341%
001-511-820-000	Special Events/Contributions	-	4,748	-	8,700	3,952	55%
	Legislative Total	13,918	54,999	-	71,995	16,996	76%
001-512-340-000	Other Services	23,379	233,788	-	280,546	46,758	83%
001-512-400-000	Travel	651	754	-	1,500	746	50%
001-512-410-000	Communication Services	-	-	-	4,399	4,399	0%
001-512-420-000	Postage & Freight	17	1,949	-	1,000	(949)	195%
001-512-490-000	Legal Advertising	-	5,386	-	700	(4,686)	769%
001-512-492-000	Other Operating Expenses	39	578	-	7,044	6,466	8%
001-512-493-000	Election Expense	-	10,509	-	8,010	(2,499)	131%
001-512-510-000	Office Supplies	1,743	13,290	-	12,000	(1,290)	111%
001-512-540-000	Books, Publications & Subscriptions	-	370	-	570	200	65%
	Executive Total	25,828	266,624	-	315,769	49,145	84%
001-513-320-000	Accounting and Auditing	-	16,700	-	18,000	1,300	93%
001-513-470-000	Printing and Binding	-	279	-	1,396	1,117	20%
001-513-490-000	Legal Advertising	-	1,845	-	2,000	155	92%
001-513-491-000	Computer Services	2,280	8,091	-	11,820	3,729	68%
	Financial & Administrative Total	2,280	26,915	-	33,216	6,301	81%
001-514-310-000	Professional Services	7,575	79,806	-	90,000	10,194	89%
	Legal Total	7,575	79,806	-	90,000	10,194	89%



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JULY 31, 2016
 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	1,989	17,319	-	40,000	22,681	43%
001-515-340-000	Other Services	6,985	69,852	-	83,822	13,970	83%
001-515-343-000	Planning & Zoning Contract	2,617	13,270	-	20,000	6,730	66%
001-515-347-000	Comprehensive Plan	-	-	-	15,000		
001-515-349-000	Cost Recovery Expenditure	31,426	89,640	-	47,000	(42,640)	191%
001-515-490-000	Legal Advertising	1,047	3,338	-	10,000	6,662	33%
	Comprehensive Planning & Zoning Total	44,064	193,419	-	215,822	7,403	90%
001-519-315-000	Special Magistrate	-	345	-	10,000	9,655	3%
001-519-340-000	Other Services	-	3,286	-	4,600	1,315	71%
001-519-354-000	Code Compliance	8,833	17,667	-	20,000	2,333	88%
001-519-410-000	Communications Services	-	5,582	-	11,100	5,518	50%
001-519-420-000	Utilities	587	4,671	-	10,560	5,889	44%
001-519-440-000	Rentals and Leases	155	4,373	-	10,300	5,927	42%
001-519-450-000	Insurance	-	32,686	-	31,000	(1,686)	105%
001-519-460-000	Repair & Maint - Building	4,222	14,281	-	4,200	(10,081)	340%
001-519-490-000	Computer Repair	-	825	-	5,500	4,675	15%
001-519-491-000	Computer Services	212	7,372	-	7,292	(80)	101%
001-519-494-000	Inspector General Office	-	-	-	5,300	5,300	0%
001-519-620-000	Buildings	-	10,145	-	21,410	11,266	47%
001-519-820-000	Loxahatchee Groves CERT	-	37	-	2,000	1,963	2%
001-519-910-000	Transfer to Sanitation Fund	-	-	-	115,583	115,583	0%
001-519-920-000	Transfer to Capital Projects	-	-	-	296,664	296,664	0%
	Other Governmental Services Total	14,009	101,270	-	555,509	454,239	18%
001-521-341-000	Professional Services-PBSO	24,062	240,622	-	288,746	48,124	83%
001-521-342-000	Contractual-ADDL PBSO	-	1,302	-	10,000	8,698	13%
	Law Enforcement Total	24,062	241,924	-	298,746	56,822	81%
001-539-340-000	Professional Services	-	-	-	5,000	5,000	0%
	Public Works Total	-	-	-	5,000	5,000	0%
	Grand Total Expenditure	131,737	964,956	-	1,586,057	606,101	61%
	Net Revenue	68,216	350,734	-	-		



**TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JULY 31, 2016**

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 (1 to 6 cent)	26,816	243,910	-	249,245	(5,335)	98%
101-312-420-000	2nd Local Option Fuel Tax (1 to 5 cent)	12,574	113,639	-	117,326	(3,687)	97%
101-399-000-000	Transfer from Fund Balance	-	-	-	1,140,000	(1,140,000)	0%
	Total Revenue	39,390	357,549	-	1,506,571	(1,149,022)	24%
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.	30	7,876	-	15,000	7,124	53%
101-541-468-000	Non-District Roads (6 ct) Maint.	-	437,633	-	322,833	(114,800)	136%
101-541-469-000	District Roads (6 ct) Maint.	-	16,513	-	93,738	77,226	18%
101-541-632-000	Special Projects (6 cent)	-	-	-	75,000	75,000	0%
101-541-920-000	Transfer to Capital Projects	-	-	-	1,000,000	1,000,000	0%
101-541-990-000	Transfer to Fund Balance 5ct.	-	-	-	-	-	#DIV/0!
	Total Expenditure	30	462,022	-	1,506,571	1,044,549	31%
	Net Revenue	39,360	(104,473)		-		



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JULY 31, 2016
 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	Transfer In From General Fund	-	-	-	296,664	(296,664)	0%
305-363-991-000	Contributions from Transportation Fund	-	-	-	1,000,000	(1,000,000)	0%
305-366-100-000	Contributions and Donations Private Sources	-	100,000	-	1,211,741	(1,111,741)	8%
305-399-000-000	Transfer from Fund Balance	-	-	-	1,153,081	(1,153,081)	0%
	Total Revenue	-	100,000	-	3,661,486	(3,561,486)	3%

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	-	98,471	-	100,000	1,529	98%
305-541-620-000	OGEM Town Roads - "B" and "D" Roads	-	15,804	-	1,211,741		
305-541-630-000	Town Roads	-	-	-	1,000,000		
305-541-640-000	Drainage	7,519	108,093	-	1,150,000	1,041,907	9%
305-541-650-000	Trails	-	319	-	40,000	39,681	1%
305-541-652-000	Trails-Town	-	3,544	-	130,852		
305-541-654-000	Purchase Roads from LGWCD	-	154,675	-	28,893	(125,782)	535%
	Total Expenditure	7,519	380,906	-	3,661,486	957,335	10%
	Net Revenue	(7,519)	(280,906)		-		



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF JULY 31, 2016
 83% 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	21,665	344,601	-	337,253	7,348	102%
405-325-206-000	Discount Fees	602	(10,270)	-	(10,118)	(152)	102%
405-343-120-000	SWA Recycling Income	-	1,210	-	5,500	(4,290)	22%
405-343-125-000	PDU	-	-	-	-	-	-
405-363-990-000	Contributions from General Fund	-	-	-	115,583	(115,583)	0%
	Total Revenue	22,267	335,540	-	448,218	(112,678)	75%

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-534-346-000	PBC Administration Fee 1	-	1,416	-	3,373	1,957	42%
405-534-420-000	Postage & Freight	-	26	-	1,078	1,052	2%
405-534-434-000	Solid Waste Contractor	-	355,996	-	428,645	72,649	83%
405-534-436-000	Other Sanitation Service	-	-	-	14,122	14,122	0%
405-534-490-000	Legal Advertising	-	700	-	1,000	300	70%
	Total Expenditure	-	358,139	-	448,218	90,079	80%
	Net Revenue	22,267	(22,598)		-		

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

Hurricane Mathew: State of Emergency

Town offices closed due to the the state of emergency provided by Governor Scott and the impending hurricane. Offices remained closed on Friday October 14, 2016.

October 13, 2016

Minimal damage and rainfall for the Town of Loxahatchee Groves. No actions were needed. C.E.R.T. did use the emergency to futrher practice and refine their skills on damage assessments and road clearance measures, if necessary.

Roads: Speed limit reduction on Okeechobee and Folsom

September 29, 2016

Authorized work by Town's traffic engineer to prepare necessary items for speed limit reduction to meet traffic laws.

Filming and surveying Folsom and Okeechobee for baseline condition and signs

August 23, 2016

Ordering speed limit signs for Okeechobee and Folsom. Signs are expected to arrive in two to three weeks.

July 27, 2016

Staff is expecting information shortly from the County regarding the installation of 30 MPH signs on the roads.

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.

October 11, 2016

No activity on this item

August 31, 2016

No activity

July 27, 2016

No activity on this item

July 14, 2016

No activity

May 10, 2016

No activity on this item

April 27, 2016

No activity

April 13, 2016

No activity on this item

March 29, 2016

No activity on this item

February 24, 2016

No activity on this item

February 10, 2016

No activity on this item

January 26, 2016

No activity on this item

January 12, 2016

No activity on this item

December 29, 2015

No activity on this item

November 25, 2015

Will be setting a teleconference the week of 11/30/2015

November 13, 2015

Emailed bullets and report to G. Webb

October 29, 2015

Provided J. Easton copy of bullet points and report

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

October 27, 2015	No activity on this item
October 13, 2015	Telephone call to Mr. George Webb, County engineer, and left a message for a return call.
October 8, 2015	Simmons & White submitted an analysis of the traffic light cost (attached) based on the Minto Proposal.
September 29, 2015	The town's traffic engineer should finish the costing during this week and can be available on the agenda of 10/20/2015.
September 1, 2015	Town traffic engineer determining cost for items not included in the Minto proposal. This is needed in order to determine amount of Town funding needed.
August 25, 2015	Received email and will look to analyzing potential cost to implement light at D Road and Okeechobee. Transmitted information to Town Engineer for very preliminary estimates of cost.
August 12, 2015	No activity on this item
July 15, 2015	No activity on this item
June 30, 2015	No activity on this item
May 11, 2015	No activity on this item
April 15, 2015	This office met with representatives from Minto. Discussion points were covered regarding the proposed funding of the traffic control appurtenances for D Road and Okeechobee. Staff will review the information and report progress at the June 16 Town Council meeting.
April 1, 2015	No activity on this item
March 1, 2015	This office has received communication and we are trying to establish a date and time during the week of March 9 th .
February 10, 2015	No activity on this item
January 26, 2015	No activity on this item
January 14, 2015	No activity on this item
December 29, 2014	A discussion with Minto's attorney indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.

Code Enforcement: CEO is working to close old open cases

October 11, 2016	10 cases have been closed, 34 open cases, 15 new cases have been filed and 4 are being scheduled for the magistrate.
August 31, 2016	All case files from 2007 to present have been reviewed and catalogued. 30 cases have been closed, 12 are scheduled to be closed due to lack of information, 9 older cases remain open, 15 new cases have been filed.
July 27, 2016	Code officer continues to work on active cases and is closing cases.

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

July 14, 2016 Staff is closing or taken specific action on more than 15 cases. Many are simply closed for lack of an issue and others are pending the parties action or inaction over a specified time period.

Code Enforcement: Need a Special Majistrate

October 11, 2016 **Negotiating with Council selected firms on a common contract for both.**

August 16, 2016 Town received three (3) responses for majistrate services: BRANDENBURG & ASSOCIATES, P.A.; CORBETT, WHITE, DAVIS AND ASHTON, P.A.; PAUL J. NICOLETTI

July 27, 2016 Council direction is requested at the 9/8/2016 regular meeting
Bid is prepared for advertising and responses are to be received by 1:00 PM
August 16, 2016

July 14, 2016 It has been nearly a year since the Town had a code enforcement officer. Presently, the CEO does not require a majistrate. Staff has requested that PBC contract with the Town for the provision of a majistrate. In the meantime, the Town should consider engaging a majistrate to hear and rule on cases

Trails: Permit to all non-motorized trails

October 12, 2016 **LGWCD removed only a portion of the PBSC from the perpetual permit despite the Town's request to exclude the entire parcel. The permit has been executed and is on the Town's agenda for 10/18/2016**

August 24, 2016 LGWCD Administrator will be taking an agenda item to the board at their 9/12/2016 meeting to remove the PBSC from the perpetual permit

July 27, 2016 Legal continues to work through methodology to exclude PBSC property

July 14, 2016 No activity

May 10, 2016 No activity

April 27, 2016 LGWCD has declined to meet with the Palm Beach State College stating they believe the issue is with the Town and potential trail on the property. We have provided a letter from the College's attorney and email on the subject under Councilman Jarriel's reports on 5/3/2016.

April 13, 2016 No activity on this item

March 29, 2016 No activity on this item. Based on discussion at the last IGC meeting, the perpetual permit offered by the LGWCD is not offered in segments. In other words, the Town accepts all the berms for trails or none.

February 24, 2016 No activity

February 10, 2016 No activity on this item

February 8, 2016 Town Council removed trails agenda item and staff requested the LGWCD provide better detail information to Exhibit A of the trail permit

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

Trails: 6th Court North, Red Clover Nursery

October 12, 2016	No activity
July 27, 2016	No activity on this item
July 14, 2016	No activity
May 10, 2016	No activity on this item
April 27, 2016	No activity
April 13, 2016	No activity on this item
March 29, 2016	No activity
February 24, 2016	No activity
February 10, 2016	No activity on this item
January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
October 12, 2015	Preparing scope of project to survey needed property for trails on 6th Court North
October 29, 2015	No activity on this item
September 17, 2015	Met with owners, Denise & Marcel Bosse, of Red Clover Nursery to discuss potential of expanding the trail easement along the northern boundary of their property. The owners were general receptive. I advised the Town would prepare a survey after the Town receives the survey from the LGWCD.

Roads/Culvert Replacement: Attended a meeting at West C Road and Timberlane to meet the District

October 11, 2016	No activity on this item
July 14, 2016	No activity
May 10, 2016	No activity on this item
April 27, 2016	No activity
April 13, 2016	No activity on this item
March 29, 2016	No activity on this item
February 24, 2016	No activity
February 10, 2016	No activity
January 26, 2016	Town Council adopted a culvert replacement policy that can be used for this area of concern.
December 29, 2015	No activity on this item
November 25, 2015	Formulating policy for Council consideration delayed from 11/03/2015 meeting.
October 29, 2015	No activity on this item
October 29, 2015	No activity on this item. Due to return to Council for further consideration.

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

October 6, 2015	Town Council requested this item for the 10/20/15 agenda for culvert replacement policy postponed to 11/6/15
September 22, 2015	A culvert appears to be collapsed under the road leading into C canal. Property Owners are looking for relief in fixing the culvert and road after the repair. The Town collects gas tax for this road; however, the road is not the same as Compton, Marcella, and Bryan.
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
October 11, 2016	Landscape, site, elevations for the property have been submitted and approved. The Town Planner and Engineer have reviewed appropriate documents and accepted the product.
August 31, 2016	No activity on this item
July 27, 2016	No activity
July 14, 2016	This office executed an administrative amendment to the property to allow a phasing in of the building development.
June 30, 2015	All funds have been received in this cost recovery accounts.
May 20, 2015	Staff began working with the owner to remediate the outstanding balance from the cost recovery that occurred prior to the settlement.
May 19, 2015	Town Council approved the site plan
May 19, 2015	The site plan with conditions supported by staff is being presented to the Town Council at its May 19, 2015 meeting.
	Town Attorney spoke with Day's counsel.
	The Town Attorney has received comments regarding the requested trail easement and will be providing a response soon.
February 19, 2015	The February 19 th 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.
February 19, 2015	This item is due to be presented to the P&Z and RETGAC committees jointly at their meeting.
January 12, 2015	Staff and Mr. Lipp, met with representatives reviewing Rural Vista guidelines assisting the representatives determine the guidelines.
December 16, 2014	No Activity
December 9, 2014	Discussed the site plan specifically the following: Timing of submittal and hearings addressing conditions of approval perimeter landscaping buffer requirements horse trail potential

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

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.

We reviewed the site plan submission requirements

Roads: Balance of District Roads

October 11, 2016	The October 4, 2016 joint workshop with the LGWCD was cancelled due to a lack of quorum in the LGWCD Supervisors. A new invitation was submitted offering to have a round table discussion on November 14, 2016.
August 16, 2016	A joint workshop is being scheduled for a date in October. The district offered October 10, which is a holiday, so I recommended October 4 before the Town Council meeting. We have no response to the counter proposal
July 14, 2016	At the LGWCD meeting on July 11, 2016, the Board of Supervisors again discussed roads under the districts control.
February 9, 2016	LGWCD denied the request of Town Council to place all district roads under the operation and maintenance of the Town

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.

October 11, 2016	No activity on this item
July 27, 2016	No activity
July 14, 2016	No activity on this item
May 10, 2016	No activity
April 27, 2016	No activity on this item
April 13, 2016	No activity
March 29, 2016	No activity on this item
February 24, 2016	No activity on this item

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

February 10, 2016	No activity on this item
January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No response as of this date to request for meeting.
November 13, 2015	Email to SFWMD staff to set a meeting.
October 29, 2015	No activity on this item
October 14, 2015	Staff was unable to contact SFWMD to set a meeting to review letter to property owners on 43rd
September 30, 2015	No activity on this item. Staff will reach out to the SFWMD during the week of October 5.
September 7, 2015	No activity on this item
August 12, 2015	No activity on this item
July 15, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 30, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 11, 2015	Staff received a proposed letter from SFWMD to the property owners on 43rd
May 27, 2015	Received a telephone call from Ken Mudd regarding a draft letter that will be sent and establishing a meeting date. It is believed the draft letter will be forthcoming in the next week or two.
May 11, 2015	No activity.
April 14, 2015	No activity on this item.
April 1, 2015	No activity.
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.
February 11, 2015	No activity.
January 15, 2015	This office received communication from SFWMD regarding their internal work to plan their path forward. Upon completing their planning effort, they will be in touch with staff.
January 14, 2015	No activity from SFWMD representative
December 16, 2015	No activity

Manure Dumping: We continue to monitor equestrian waste hauling

October 11, 2016 No activity on this item

August 24, 2016 Attended Equestrian Waste Management - Staff Level Meeting at Clayton Hutchinson Agricultural Center - 559 North Military Trail, WPB

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

March 29, 2016	No activity on this item
February 24, 2016	Received a concern regarding dumping and contacting PBSO
February 10, 2016	We have received no more complaints and no activity from PBSO
January 26, 2016	We have received no more complaints and no activity from PBSO
January 12, 2016	Special detail has been ordered and awaiting further details.
December 29, 2015	We have contact PBSO to implement a targeted effort to put a stop to this activity.

IGC Meeting:

September 21, 2016	The meeting was held in Town Hall and items discussed was the closing of the LGWCD Code Violation on North "A" canal maintenance berm. No activity on pilot dust control. Trails perpetual permit was discussed in conjunction with the LGWCD action and the 2 notices submitted regarding 2014-247 Laws of Florida, maintenance berm, quit claim dees for South B Road; North and South F Road, and North Road "Gaps." Also discussed was the funding for FY 2017 of the LGWCD road component.
--------------------	---

August 24, 2016	Meeting held in the Council Chambers at Town Hall. The district's proposed fill management policy needed additional research before futher consideration; code enforcement violation on North A Road canal maintenance berm was discuss but no action currently; the perpetual trail permit excluding the Palm Beach State College will be presented to their board at the 9/12/2016 meeting; tire amnesty program is not moving forward; discussed the Town's and the district's standard permitting process.
-----------------	--

July 27, 2016	Meeting held; advised Council approved ILA for FY 2017; discussed having the perpetual permit ILA modified to eliminate PBSC property and we send a letter to LGWCD for their consideration; changing the IGC meeting location from the LGWCD to Town Hall.
---------------	---

July 14, 2016	No activity on this item
---------------	--------------------------

April 27, 2016	No activity on this item
----------------	--------------------------

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO. 8a
MEETING DATE: ~~10/18/2016~~ 11/01/2016

March 23, 2016

This office, Vice Mayor Jarriel, and LGWCD representative met 3/23/2016. Discussion concerning quit claim deeds for North and South F Road and South B Road occurred and it was determined the LGWD would hold off for several months before submitting the quit claim deed to the Town. In other action, Vice Mayor Jarriel placed on the agenda discussion regarding the Town's standard permit for the LGWCD or anyone performing work on Town roads. The discussion surrounded the matter the LGWCD had not submitted the permit for work they were doing on North A Road and others. The Administrator requested that the Town forgo having plans submitted to the Town in advance for approval, however, the LGWCD would submit as-built plans. In reciprocity, the Town would not have to submit plans to the LGWCD for road work. Currently, the Town is not or should not be required to submit plans on Town roads. Only when or if the work has direct impact on the canal system would such a permit be necessary under the current program. I requested the reciprocity be extended to the future trail network and I was discussed the current ILA with the LGWCD requires the permit from them. I recommended the LGWCD undertake a change in the ILA to allow similar treatment of Town trail projects as the LGWCD desires to have on the work they perform on Town roads. There was no resolution at this time.

February 23, 2015

This office, Vice Mayor Jarriel, and LGWCD representative met 2/23/2016. Some discussion occurred regarding the LGWCD fill policy. No action is recommended regarding the issue between Palm Beach State College and the LGWCD. No presentation regarding culvert replacement. 40th North was closed with no discussion. Dust control program had no action.

January 22, 2016

Town advertised RFP No. 2016-002 RFP Disaster Debris Monitoring Services. Sealed proposals must be received no later than 2:00pm on Wednesday, February 10, 2016. Services required are pre-event, post-event, and other necessary debris monitoring services as needed by the Town as a result of a hurricane or other disaster, as required. This is required due to the existing contract expiration.

Roads: 8th Place North

October 12, 2016

Staff has tried to work with road issue at this location to no avail. Mr. Jackson continues to block the historical roadway usage of this road which appears to be about 35 feet wide at the north east turn to the west.

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

August 29, 2016 Pursuant to Council direction, staff removed from the public road on 8th Place North, a gate intruding into the right-of-way. On Friday August 29, about 11 a.m., Mr Jackson claimed the gate to be his property. We asked him to execute a statement acknowledging the gate was in good condition and the Town, henceforth, would consider items located within the road would be considered abandoned property. Mr. Jackson refused to execute the notice; however, the statement was read to him in the presence of two witnesses. Mr. Jackson asked the gate be returned to the road and we asked for another location. He stated it could be returned to his property which was done.

July 27, 2016 Records submitted to Town Attorney and he is working with their attorney to resolve the matter.

July 14, 2016 Staff continues research for work on this road. The LGWCD provided records back to January 2012 and stated that records before that date are not as complete

May 3, 2016 Staff has worked to locate records requested by Mr. Kurtz, Attorney for Mark Jackson. Records have been transmitted; however, more research and cost would be incurred. Staff presented the Town Attorney with records, some of which date back seven years, and due to the billing methodology at that time, we presume that billing provided by the LGWCD providing for non-district road grading or "courtesy grading" was for all Town roads.

The Town Attorney will advise counsel for Mr. Jackson the road is a public road and for Mr. Jackson to remove the pole and gate from hindering vehicular ROW. In the event the items are not moved, staff, under the auspices of the Town Council, will remove the pole and open the gate now hindering access to properties to the north and west on 8th Place North, no later than Friday, May 13, 2017.

Water Utility: Franchise fee to Royal Palm Beach Work to avoid Town residents from paying an extra 10% for potable water service to Royal Palm Beach Request for Proposals for Public Works related functions.

October 11, 2016

No activity on this item

August 29, 2016

Mayor Browning and Town Manager met with the Royal Palm Beach Mayor and Village Manager to discuss the 10% franchise fee charged Town properties by the PBC Utilities for all water sales in the Town on Tuesday, August 30, 2016 . Further investigation should be pursued to correct the matter.

July 27, 2016

Meeting set for 7/25/16 temporarily postponed to be reset

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

July 14, 2016	No activity on this item
May 10, 2016	No activity
April 13, 2016	No activity
March 29, 2016	No activity on this item
February 24, 2016	No activity on this item
February 10, 2016	No activity on this item
February 10, 2016	No activity on this item
January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No activity on this item
November 13, 2015	Teleconference with Ed Lowrey; teleconference with Shannon LaRoque RE: funding and large user agreement.
October 29, 2015	Met with Jim Stiles, PBC Utility Director for preliminary discussions.

Building: Big Dog Ranch Real Estate Holdings, LLC

October 11, 2016	Big Dog Ranch Real Estate Holdings, LLC has brought their outstanding cost recovery account current. Roofing permits were issued along with an MOT for the installation of a culvert crossing from Okeechobee Blvd into their property.
August 17, 2016	The Town received payment for outstanding cost recovery amount and staff is working to release the request MOT for Big Dog to install a crossing onto Okeechobee Blvd.
July 14, 2016	Attorneys are continuing to work on the matter.
May 10, 2016	Contacted PB County and requested they take appropriate action to cause non-construction activity to cease. My understanding is they have investigated to determine if the operation is more than construction offices. PB County advised them that Big Dog must correct the matter with the Town within 10 working days from May 9, 2016. If non-construction oriented operations do not cease, the electrical services will be terminated.

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

Met with PB County Building Department, Doug Wise, and Bradford Brown regarding processing commercial applications in the Town. Near the end of the meeting, we discussed activity occurring in Town at the Big Dog Ranch Rescue site at D Road and Okeechobee Blvd. We were provided a copy of an application and site plan that reflected two (2) temporary office trailers (construction trailers), and a house all located in the southwest quadrant of the property. The copies we received had neither approval on the application nor the site plan. We have asked Lauren Simmons, to please submit the approved documents for our inspection. As of 4/28/2016, the this office has not received confirmation. Electrical services were provided without authorization from the Town. Pursuant to 20-010 (D) CONSTRUCTION TRAILERS. One construction trailer may be placed on the site for up to one year after

April 26, 2016

Additionally, I was advised by Ms. Simmons that one trailer was for medical/veterinary clinic, one trailer was for adoptions, and another for administrative purposes. Additionally, a house is included on the site plan and is being used for another purpose.

Dogs are being processed and housed through the site.

Building: Loxahatchee Groves Commons

August 31, 2016

Met with representative for Taco Bell to review signs, elevations, and other pertinent information. Tara Toto, Jim F., Tina B. attended.
Issued approval for PBC to move forward, if acceptable, with certificate of occupancy for the Commons.

June 13, 2015

Town Hall dedication will be Saturday, June 13, 2015 from 10 A.M. to 1 P.M.

Financial Software Implementation: Financial Edge software implementation

October 10, 2016

Town is currently using the software in transition from Blackbaud. I would like to thank Cheryl Miller and Will Underwood for their efforts to make this happen for the Town.

August 31, 2016

Implementation go-live date is 10/1/2016 and a representative from Blackbaud will be present during/immediately prior to the go-live date.

July 27, 2016

Implementation continues pursuant to the 10/1/2016 go-live date

July 14, 2016

Staff has met with representative of Blackbaud and the new goal is to go live on the software near the beginning of the new fiscal year.

May 10, 2016

No activity

April 27, 2016

Waiting for Blackbaud contract execution and return

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

March 29, 2016	Due to delays in the implementation beyond the staff control, Blackbaud has requested a change order in methodology of payment. For specific implementation tasks being completed. The changes orders are being presented at the April 5, 2016 meeting.
February 24, 2016	Staff continues to push the project forward; however, there have been months of inactivity due to Town Council actions. The attached report reflects tasks and items completed or yet to be completed before full implementation can occur Additionally, staff has proceeded with various actions on other properties
Roads: B Road Improvement	
October 11, 2016	Construction is progressing and the hurricane should not be a factor and we believe the timeline will still be met for completion of the project
August 31, 2016	Construction was slowed due to weather but we believe the timeline will still be met for completion of the project
July 14, 2016	Construction is progressing and 10 of the 20 catch basins have been installed beginning at the north end of B Road moving south. The project is still on schedule to be completed shortly after the beginning of the new fiscal year.
April 27, 2016	Hardrives has been notified to submit contract documentation for contract award by Town Council
April 13, 2016	Town received and place on the 4/19/2016 agenda a modification to the original four -party agreement for the B Road improvement project to allow the Town to substitute paving for OGEM. Upon Council approval, the Town staff will move forward with contract execution after all elements are in place.
April 4, 2016	Town Council awarded the construction bid to Hardrives, Inc. for \$1,033,008.80
March 29, 2016	No activity on this item
February 24, 2016	Attorney and Manager meeting to review responses, bid results, and multi-party agreement for the construction of B Road improvements.
February 10, 2016	Pre-bid conference held and waiting for questions and answers.
January 26, 2016	Advertisements for contractors was advertised in the Palm Beach Post and on the Town's web site.
December 29, 2015	Per discussion with Randy Wertepny, Town Engineer, significant progress has been made in the design and permitting portion of the improvement. We will receive an update of their progress at the next Town Council meeting. Bid documents are nearing completion which will facilitate meeting the completion date.

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

The FAAC voted for a new Chairperson Mr. Lung Chiu, and Vice-chair Greg Tindall. The FAAC was educated on the sunshine law and how committee members are allowed to interact presented by Jacob Horowitz, substituting for Mike Cirullo.

May 26, 2015

The committee did not accept the financial data as it was presented to them very late in the agenda process and the budget to actual report had incorrect formulas in the printed version. Staff indicated that corrections would be made to the formulas prior to presentation to the Town Council; however, the committee decided to not the information due to formulaic errors and lateness of reporting.

Subsequent to this, the committee determined that it would not review the waste monitoring contract brought forward by the prior Chairperson of the committee. Further, the majority of the members indicated the committee does not perform audits of contracts or other items despite that being included as part of their charge and the fact the committee has performed other similar inspections of contracts.

Annexation: 556 FOLSOM RD

August 31, 2016

Scheduled to be back on 9/29/2017

July 27, 2016

Planning and zoning Board heard the applicant and the annexation is continued to the next P&Z meeting.

July 14, 2016

The owner, Dr. Ira Grossman, has requested the Town annex their property into the Town of Loxahatchee Groves. The application has been submitted and thus far, Palm Beach County staff has no objections to the annexation. PBC staff would request the Town include the easterly portion of Folsom Road to the canal berm within the annexed area. We will have a meets and bounds survey prepared for this process.

Annexation: 455 FOLSOM RD

August 31, 2016

No Activity except a telephone call from the applicant

July 14, 2016

The owners, Debra and Gary Cramer, have requested the application for voluntary annexation. Staff is waiting for the submittal.

ULDC/Comp Plan: Committee meets to review ULDC and Comprehensive Plan

August 25, 2016

AR zone discussions continue with proposed language modifications to ULDC and associated chapters and comprehensive plan

Town of Loxahatchee Groves, Florida

Town Council

AGENDA ITEM REPORT AGENDA

MANAGER'S REPORT ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

- August 5, 2016 Begin discussion of permitted, and accessory uses in the Agricultural Residential (AR) zone.
- July 28, 2016 Organizational meeting to be held on 8/28/2016 and receive first work program

RETGAC: Committee meeting

- August 31, 2016 Meeting is set for 10/27/2016 at 10:00 a.m. in Town Hall
- August 31, 2016 Meeting is set for 9/27/2016 at 10:00 a.m. in Town Hall

Legislative Priorities: Town Council needs to develop its legislative priorities for the State of Florida

- October 10, 2016 Revised appropriation requests have been submitted to the current Chair of the Appropriations committee with reduced amount requests.
- August 31, 2016 Approval of appropriation requests on the 9/8/2016 agenda
- July 14, 2016 Staff would like to begin the process for the development of the next (2017) legislative session in Tallahassee

3. ATTACHMENTS

House Appropriation Form

4. FINANCIAL IMPACT

Not applicable.

5. RECOMMENDED ACTION

Motion to receive and file report.



U.S. Department of Homeland Security
Region IV
3003 Chamblee-Tucker Road
Atlanta, Georgia 30341



FEMA

August 18, 2014

Revised Prelim-EAP

The Honorable David Browning
Mayor, Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470

Community Name: Town of Loxahatchee Groves,
Palm Beach County,
Florida
Community No.: 120309

Dear Mayor Browning:

On May 31, 2013, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of the Flood Insurance Rate Map (FIRM) panels and a Flood Insurance Study (FIS) report for Palm Beach County, Florida and Incorporated Areas for your review and comment. The FIRM panels and FIS report were produced in the countywide format, which means that flooding information for the entire county, including Palm Beach County Unincorporated Areas and all incorporated areas, is also shown.

Select Preliminary FIRM panels (shown and listed on the enclosed Map Index Overview) have been revised to incorporate the data received between June 1, 2013 and February 28, 2014 for the following flooding sources: the C-51 Basin; E2, E3, and E4 Canals; Coastal Transects 7, 8, 9, and 15; AO Zones in the City of Palm Beach Gardens and Palm Beach County Unincorporated Areas; and various other community updates. We have enclosed a full set of FIRM panels for your community, including those revised Preliminary FIRM panels (dated August 18, 2014) for which revised flood hazard information was prepared and those which remain the same from the May 31, 2013 Preliminary distribution. Your community is receiving an updated FIS Report and Summary of Map Actions (SOMA), both dated August 18, 2014.

We are sending the revised Preliminary copies at this time to give your community an opportunity to review them. Additionally, in an effort to assist you in circulating the information, FEMA has posted digital copies of the FIRM and FIS report materials online. To view Preliminary Flood Hazard Data, visit <https://hazards.fema.gov/femajportal/prelimdownload>.

A formal Preliminary DFIRM Community Coordination (PDCC) meeting to discuss the revised flood hazard information, ordinance adoption, and other frequently asked questions and concerns has been scheduled for Monday September 8, 2014. Four public Open House Meetings have been scheduled across Palm Beach County the week of September 8th through September 11th. Detailed information about these meetings will be sent in a separate letter from FEMA later this month. In the meantime, we encourage you to circulate the enclosed copies as widely as possible among elected officials, staff, and other individuals or organizations in the community that would have an interest in the FIRM and FIS report so that they will have the opportunity to review them thoroughly before the formal community coordination meeting. The review period provides community officials and citizens in the affected communities with an opportunity to identify changes or corrections to non-technical information, such as corporate limits, road names, and stream names on the FIRM or in the FIS report.

Comments may be sent to:

Michael Taylor, PE, CFM
AECOM
1360 Peachtree Street NE, Suite 500
Atlanta, GA 30309

All comments and changes received during this review period will be incorporated, as appropriate, before the FIRM and FIS report become effective.

As shown on the enclosed FIRM panels, we have identified Special Flood Hazard Areas (SFHAs), areas that would be inundated by the flood having a 1-percent-annual-chance of being equaled or exceeded in any given year (also known as the base, or 100-year, flood), within the limits of your community. According to our records, your community is not participating in the National Flood Insurance Program (NFIP). Participation in the NFIP makes flood insurance available to residents, thereby providing valuable financial protection against potential flood losses. Participation in the NFIP provides additional protection because it leads to local enactment of a sound floodplain management program that will ensure safe construction standards in identified SFHAs. Therefore, we encourage your community to consider participating in the NFIP. The enclosed brochure, titled *Joining the National Flood Insurance Program*, explains the effects of non-participation and the benefits of participation in the NFIP for communities that have been identified as having SFHAs. Please contact our office or your State NFIP Coordinator to discuss participation in the NFIP.

We reviewed our records to determine if any previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment, Letters of Map Revision [LOMRs]) for your community will be superseded when the FIRM becomes effective. According to our records, no LOMCs have been issued for your community.

Your community should be aware that recently approved LOMCs, specifically LOMRs, may have been issued for your community. The LOMR process is dynamic and FEMA is reviewing LOMR applications regularly. To complete production of the Preliminary FIRMs which includes incorporating the effects of "mappable" LOMRs issued since the last map effective date, a specific cutoff was established. FEMA will address any approved LOMRs issued after the cutoff date when the final SOMA is distributed. If your community has concerns regarding a specific case, please submit the LOMR case number, as well as any appropriate documentation, to our FEMA Regional Office at 3003 Chamblee-Tucker Road, Atlanta, Georgia 30341 before the end of the comment or appeal periods discussed below to assist us in keeping the map up to date.

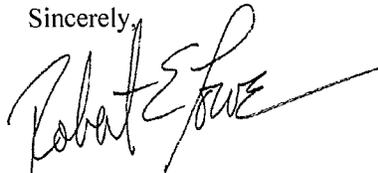
After the PDCC Meeting, we will initiate a statutory 90-day appeal period for certain communities within Palm Beach County. A statutory 90-day appeal period is required when FEMA adds or modifies Base (1-percent-annual-chance) Flood Elevations (BFEs), base flood depths, SFHAs, flood zone designations, or regulatory floodways within a community, as shown on the revised Preliminary FIRM panels. If your community is identified as requiring an appeal period, we will send you a letter approximately 2 weeks before the start of the 90-day appeal period to detail the appeal process. The letter will forward information regarding notifications to be published in the FEDERAL REGISTER and local newspaper(s) and will provide the first and second publication dates. The appeal period will start on the second newspaper publication date. Additional information concerning the 90-day appeal period will be provided during the PDCC Meeting.

After the 90 day appeal period has ended and we have addressed all comments/appeals, we will initiate final preparation of the FIRM and FIS report. The new FIRM and FIS report for your community will become effective approximately 7 to 10 months later. Before the effective date, you will be notified in writing of the official FIRM and FIS report effective date and asked to adopt floodplain ordinances or

modify existing ordinances as necessary that correspond with the new FIRM or FIS report. If you or other community officials have any questions regarding floodplain ordinances, you may raise them with our FEMA Regional Office or you may discuss those issues with your State NFIP Coordinator. Several months before the effective date, we will mail one set of printed copies of the finalized FIRM and FIS report and digital copies of the map and report products.

Your community's comments on the Preliminary FIRM panels and FIS report are an important part of our review process, and we will consider them carefully before we publish the FIRM and FIS report in their final form. If you have any questions regarding the Preliminary copies of the FIRM and FIS report, please contact the Mitigation Division of FEMA in Region IV at 770-220-5406 and ask for the Regional Project Officer assigned to your community, for assistance. If you have general questions about mapping issues, please call our FEMA Map Information eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or e-mail our FMIX staff at FEMAMapSpecialist@riskmapcds.com.

Sincerely,



Robert E. Lowe, Chief
Risk Analysis Branch
FEMA Region IV

Enclosures:

Index Overview of Revised Panels
Revised Preliminary FIRM Panels
Revised Preliminary FIS Report
Joining the National Flood Insurance Program Brochure

cc: Marianne Arbulu, State NFIP Coordinator (without enclosures)
Mark Kutney, Town Manager, Town of Loxahatchee Groves (without enclosures)

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 8a

MEETING DATE: ~~10/18/2016~~ 11/01/2016

PREPARED BY: William F. Underwood, Town Manager

SUBJECT: Roads Joint Meeting with LGWCD

1. BACKGROUND/HISTORY

Problem Statement: LGWCD Board of Supervisors has invited the Town Council and staff to discuss roads from 6:30 PM to 7:30 PM on Monday, November 14, 2016.

Problem Solution: Accept, modify, or deny the meeting date and time.

As the Council is aware, a meeting was set for October 4, 2016 at 6:00 PM at town hall. Unfortunately, it is my understanding that only two of the five supervisors would or could attend the meeting at Town Hall. As a result, the meeting was canceled.

2. CURRENT ACTIVITY

We anticipate the meeting may have a number of concerned citizens attending and others that may wish to view it live through the Town's web streaming system. The district's offer to host the meeting is appreciated but I believe that Town Council chambers in Town Hall is a better location to hold the meeting as we can accommodate over 110 individuals in the Council Chambers, in the lobby, which has live viewing, and on the covered porch which includes a sound system. All meetings are streamed live and recorded for future review and the meetings can be held with ease at this location.

3. ATTACHMENTS

Email invitation from Steve Yohe, Administrator, LGWCD

4. FINANCIAL IMPACT

N/A

5. RECOMMENDED ACTION

Motion by the Town Council to accept, modify or deny the meeting date and time.

William (Bill) Underwood, II

From: Stephen E. Yohe <yohe@lgwcd.org>
Sent: Tuesday, October 11, 2016 12:14 PM
To: William (Bill) Underwood, II
Cc: schiola@lgwcd.org; danowski@lgwcd.org; kane@lgwcd.org; widening@lgwcd.org; fernandez@lgwcd.org; viator@caldwellpacetti.com
Subject: November 14, 2016 Town Council and District Supervisors Round Table Discussion

Bill,

At the District Board Meeting last night, the Board directed staff to invite the Town Council and staff to attend a Round Table Discussion on roads from 6:30 pm to 7:30 pm on Monday, November 14, 2016. Please let me know if this is satisfactory to the Town Council.

Thanks.

Steve



Stephen E. Yohe, P.E.
District Administrator
Loxahatchee Groves Water Control District
P.O. Box 407, 101 West "D" Road
Loxahatchee, FL 33470-0407
Phone: 561-793-0884
Fax: 561-795-6157
E-mail: yohe@lgwcd.org

While I attempt to respond to my email requests in a timely manner, please do not rely on email alone as a means to communicate time-sensitive requests and notifications. Refer to the contact number provided so that I may assist you promptly. Please note that Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.