



Town of
LOXAHATCHEE GROVES

TOWN OF LOXAHATCHEE GROVES

FINANCE ADVISORY & AUDIT COMMITTEE MEETING AGENDA

Tuesday, August 26, 2014

Chair Virginia Standish

Vice Chair Cheryl Miller

Committee Member Lung Chiu

Committee Member Ken Johnson

Vacancy

Town Council Liaison Ryan Liang



Finance Advisory & Audit Committee Meeting
Tuesday, August 26, 2014 at 7:00 p.m.
Palms West Chamber of Commerce, 13901 Southern Boulevard

Chair Virginia Standish
Vice Chair Cheryl Miller
Committee Member Lung Chiu
Committee Member Ken Johnson
Vacancy

Town Council Liaison Ryan Liang
Town Manager Mark Kutney
Town Clerk Janet Whipple

PUBLIC NOTICE/AGENDA

1. OPENING

- a. Call to Order & Roll Call
- b. Approval of Agenda

2. CONSENT AGENDA

- a. Approval of Minutes – August 4, 2014 (*Page 4*)

3. PRESENTATION

- a. Review of Draft Capital Improvements Cost Sharing Policy (*Page 7*)

4. OLD BUSINESS

- a. Municipal Financial System Software Proposals – *Postponed until September Agenda*
- b. Review of Purchasing Ordinance – (*Included in 8/4/2014 Agenda Packet*)

5. NEW BUSINESS

- a. Approval of FY 2014 July Financial Statements - *Postponed*
 - 1. Budget vs. Actual
 - 2. Bank Reconciliation
 - 3. General Ledger Report
- b. Bank Statement (*Not included as part of Agenda Packet*)
- c. Review of Planning and Zoning Invoices (*Page 12*)

6. Administrative Updates:

- a. Reimbursements (*Page 18*)
- b. Transfer of Funds for Equestrian Trails Improvement – LGWCD (*Page 26*)
- c. Resolution of Claim – Wells Fargo Bank (*Page 59*)
- d. Rescheduling of September 22, 2014 Meeting

7. CLOSING COMMENTS

- a. Public
- b. Committee Members

8. ADJOURNMENT

The next FAAC meeting is Monday, September 22, 2014

Comments Cards: Anyone from the public wishing to address the FAAC must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Coordinator. 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 FAAC 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.



Finance Advisory & Audit Committee Meeting
Monday, August 4, 2014 at 7:00 p.m.
Palms West Chamber of Commerce, 13901 Southern Boulevard

MINUTES

1. OPENING

a. Call to Order & Roll Call

Vice Chair Miller called the meeting to order at 7:10 P.M. Present at the meeting were Vice Chair Cheryl Miller, and Committee members Lung Chiu, Ken Johnson, and Virginia Standish. Also in attendance were Town Manager Mark Kutney, Bill Underwood, UMSG, and Perla Underwood, UMSG.

b. Approval of Agenda

Member Chiu Moved, Seconded Member Standish **to approve** the Agenda. The vote on the motion passed unanimously, **4/0**.

c. Appointment of Chair

Member Chiu recommended that the Board postpone appointment of a Chair until a replacement member is chosen. Following discussion, Member Johnson Moved **to nominate** Virginia Standish as Chair. Member Johnson advised that Member Standish was most qualified and has the background to serve as Chair. Vice Chair Miller relinquished the gavel, and Seconded the nomination. Motion passed, **4/0**.

2. CONSENT AGENDA

a. Approval of Minutes – June 30, 2014

Motion: Member Chiu Moved **to approve** minutes as presented. Member Johnson Seconded the motion. Motion passed unanimously, **4/0**.

Member Chiu requested that the Committee continue to express its concerns to the Council about the establishment of a Road Improvement Policy to the Town Council. Following a lengthy discussion, the

Committee generally agreed that the Chair would present to the Town Council the FAAC's recommendation on establishment of a policy on how dollars should be spent on road improvements, and other projects and request that Council direct staff to develop a policy for consideration.

3. PRESENTATION - *None*

4. OLD BUSINESS

a. Municipal Financial System Software Proposals

Bill Underwood, UMSG, reviewed the four proposals, and provided preliminary information on each of the proposals submitted. Mr. Underwood requested the Committee's input on the Committee next course of action. Following a lengthy discussion, the Committee generally agreed to contact Blackbaud, Tyler, and Springbrook in order to schedule presentations to the Committee. Additionally, Member Chiu requested that Management contact the proposers to discuss elimination of specific options included that may not be needed by the Town within the next three years. Following discussion Mr. Underwood provided a timeline from selection to implementation, but also reminded the Committee that this process will have to wait until after the Budget process is completed.

Member Chiu Moved, Seconded by Member Johnson to schedule presentations. Motion passed unanimously, **4/0**.

5. NEW BUSINESS

a. Approval of FY 2014 June Financial Statements

1. Budget vs. Actual
2. Bank Reconciliation
3. General Ledger Report

b. Bank Statement

c. Review of Planning and Zoning Invoices

Motion: Member Chiu Moved, Seconded by Vice Chair Miller **to consider** 5a, b, c together. The vote on the motion was unanimous, **4/0**.

Chair Standish questioned the vendor payment schedule and asked if there was sufficient time provided for invoice review. Mr. Underwood advised that local governments must adhere to the Prompt Payment Act. It was also acknowledged that the Town performs two checks runs monthly, on the 10th and on the 20th of each month, and advised that the majority of invoices received by the Town for contractual work and specify payment schedules.

Member Johnson advised the Committee about a garbage problem at B Road and Collecting Canal Road that was immediately resolved by a Waste Pro employee last week.

Vice Chair Miller Moved, Seconded by Member Johnson **to approve** the Financial Statements as presented. The vote on the motion was unanimous, **4/0**.

Keith Harris - C Road

Upon question regarding the Town's public work function and solid waste monitoring, Mr. Harris was advised that work as it relates to public works is authorized by Town Manager as specific assignments deemed necessary. With respect to the solid waste monitoring, that function is complaint driven, or assigned by Town Manager on a case by case basis.

d. Review of Draft Purchasing Ordinance

The Committee discussed and had questions relating to emergency purchases, and public construction bonds.

Motion: Member Chiu Moved that review of the Purchasing Ordinance **be moved** to the next Agenda under Old Business. The Motion was Seconded by Member Johnson. Motion passed, **4.0**.

6. Administrative Updates:

a. Reimbursements

b. Fines Applied to Waste Pro

Committee requested that a letter of thanks be sent to Waste Pro for their assistance to resolving illegal dumping at Collecting Canal Road and B Road.

7. CLOSING COMMENTS

a. Public

b. Committee Members

Committee members congratulated Virginia Standish in her appointment as Chair.

8. ADJOURNMENT

Member Chiu Moved and Seconded by Member Johnson to adjourn at 8:30 PM. Vote the motion was unanimous.

The next FAAC meeting is Tuesday, August 26, 2014

Perla D. Underwood, UMSG

Virginia Standish, Chair

TOWN OF LOXAHATCHEE GROVES

CAPITAL IMPROVEMENT PROJECTS

COST SHARING POLICY

PURPOSE: The purpose of this policy is to provide an orderly and efficient method for the Town to balance the public service needs of the community with the fiscal capabilities. New Programs, services, or facilities shall be based on:

1. General citizen demand
2. Need
3. Or legislative mandate.

The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate.

POLICY: There is hereby established a policy for the creation of an assessment procedure for levy, collection, and adjustment of non-ad valorem assessments:

I. AUTHORITY

A. SECTION 166.021, F.S.

1. The legislative and governing body of a town shall have the power to carry on municipal government. To the extent not inconsistent with general or special law, this power shall include, but shall not be restricted to, the power to establish and subsequently merge or abolish capital improvement projects hereunder, for any part or all of the incorporated areas of the town, within which may be provided specified services.

B. SECTION 197.3632, F.S.

1. Non-ad valorem assessments may be collected in the same manner as ad valorem taxes, provided the Town Council of the Town of Loxahatchee Groves enters into a written agreement with the Property Appraiser and Tax Collector for reimbursement of necessary administrative costs, and provided the Town Council adopts a resolution at a public hearing prior to January 1 of each year stating its intent to use the uniform method of collecting such assessments.

II CREATION

- A. It shall be the policy of the Town Council of the Town of Loxahatchee Groves to require property owners residing on unimproved town roads who wish to have their roads improved may do so by petition process; however, the Town Council, at its discretion, may establish a minimum service area requirement.
- B. Once the petition is completed and application is submitted, and {associated fee} a cost estimate will be prepared and the Town Council approved letter/vote card will be mailed to the benefitting property owners.
1. All services are to be located on Town owned right-of-way, excepting situations wherein the affected properties owners are 100% responsible for the cost.
- C. The vote card must be signed and returned within 45 days of the date of the letter. The vote cards will be verified to determine that at least 51% of the benefitting responding property owners within the proposed unit boundaries signed in favor of the petition. Such verification shall be accomplished by comparing the vote card with the existing tax rolls of the Property Appraiser. The Town Council may also, at its discretion, increase the required percentage of signatures on a letter/vote card.
- D. Upon verification that 51% of the benefitting property owners signed in favor of the improvement, staff shall proceed with scheduling the project for public hearing. If the required 51% is not obtained within the 45 day period, the application will be deemed invalid and a letter will be mailed to the applicant to notify them that the requested improvement has not met the signature requirements.
- E. **CAPITAL IMPROVEMENT PROJECTS**
1. The Town shall develop a “Scope of Project”, engineering cost estimate and a preliminary budget and assessment rate based on the engineering estimate.
 2. For Road Paving projects only, roads that are maintained by Town of Loxahatchee Groves will receive a contribution from Town of Loxahatchee Groves for one-third (1/3) of the all costs associated with the construction cost and the affected property owners will be responsible for two-thirds (2/3) of the construction cost.
 3. On roads that are not town maintained, in addition to any other type of capital improvement project, the affected property owners will be responsible for 100 percent (100%) of the construction costs. Construction cost will include

engineering services such as permits, surveys, inspections, testing and design. The full cost of these items is the responsibility of the affected property owners.

4. Any additional property that is required to complete a paving and drainage project, i.e. right-of-way, drainage retention areas, etc., as determined by Town's engineer, should be donated to the Town prior to the design phase of the project.

F. OTHER SERVICES AUTHORIZED UNDER SECTION 166.021

1. The Town shall develop a recommended project scope and assessment method with input from the petitioner's representative for submitting to the Town Council of the Town of Loxahatchee Groves.
2. The project scope shall include but not be limited to the following:
 - (a) Legal description
 - (b) Plat of project area
 - (c) Location plan (if applicable)
 - (d) Operational and capital budget

G. Upon receipt of the Scope of Project, the Town staff will recommend to the Town Council the procedures for implementing and funding the proposed improvement (per front foot assessment, per lot assessment, per parcel assessment) and recommend a date for a public hearing.

H. The Town staff shall request an assessment roll for the affected area from the Property Appraiser and shall certify the correctness of the roll for submitting to the Town Council at the same time the ordinance is adopted.

I. The Town Attorney shall prepare an ordinance creating the improvement area (IA) for review by the Town Council.

J. The Town Attorney will ensure the proper advertisement of a public hearing for the purpose of adopting the ordinance creating the improvement area (IA). The notice shall be published at least once 10 days prior to the scheduled hearing date. The Clerk's Office shall be responsible for actual placement of the advertisement. On roads that are not Town maintained, the petitioner shall be responsible for paying the cost of the advertisement directly to the newspaper.

K. The Town staff will ensure the proper notice to each affected property owner by first class mail advising them of the date and time of the public hearing for the purpose of adopting the ordinance creating the improvement area (IA).

- L. Between June and September of each year, the Town will hold a public hearing to adopt the proposed non-ad valorem assessment roll for each new improvement area (IA) created during the preceding calendar year. The notice requirement and conduct of the hearing will be in conformance with the provisions of Section 197.3632, F.S. In addition, a similar public hearing will be required in following years whenever there are changes in the boundaries or the purpose of the improvement area (IA) as outlined in Section 197.3632(4) (a).
- M. All service contracts are to be processed and managed by the Town staff and shall be in compliance with the Purchasing policies established by the Town Council.
- N. An improvement area (IA) may be created at any time during the fiscal year. However, implementation shall coincide with the adoption of the annual Town budget October 1. Valid petitions should be submitted by July 1 of the preceding year. All new improvement areas (IAs) must be created (ordinance adopted) by January 1 of each year in order to be implemented the following October.

III. AMENDMENTS TO EXISTING IMPROVEMENT AREAS (IAs)

- A. Any change in an existing improvement area (IA), such as additional must be reviewed by the Town staff and the petitioner’s designated representative. Any proposed revision resulting in an increase or decrease in the services provided to the improvement area shall be reviewed by staff, which shall determine if a public hearing is necessary prior to approval of the revision.

IV ADMINISTRATIVE PROCEDURE FOR ADOPTION OF AN IMPROVEMENT AREA BUDGETS AND ASSESSMENT ROLLS

- A. The Town staff shall prepare the budget for the improvement area (IA) during the annual budget hearings and ensure that they are presented and adopted by the Town Council at the same time and fashion as the adoption of the Town’s Annual Budget. The Town Attorney shall prepare the resolutions documenting the Town Council’s approval of the improvement area (IA) budgets at the final public hearing to adopt the Town-wide budget.
- B. The Town management shall cause notice of the two public hearings (tentative and final) to consider adoption of the proposed improvement area (IA) budgets to be published in the form of a legal advertisement in a newspaper of general circulation. The two public hearings on the adoption of the improved area (IA) budgets shall also serve as the hearings to adopt the improvement area assessments.

- C. The Town staff shall prepare the IA assessment rolls annually and present them to the Town Council for adoption at the same time as the resolution and Town-wide budget. The Town staff will ensure that the assessment roll certifications are submitted to the Property Appraiser and Tax Collector for collection as set forth by F.S., Chapter 197.332.
- D. Upon the annual adoption of the IA assessment rolls, such rolls shall be certified by the Town staff to the Property Appraiser and Tax Collector by September 15 for billing and collections for that year. (Authority under Chapter 197, F.S.)
- E. Assessments become delinquent after April 1, and failure to pay may result in a lien levied against the property and may result in the sale of a tax certificate in accordance with 197.432, Florida Statutes.
- H. In the case when an individual IA is closed out, residual monies remaining in the Fund totaling 10% or more of the original up-front budget will all be refunded back to the property's current owner of record as originally assessed, i.e., per lot, front footage, parcel, etc., unless the refund amount is less than \$50.00. Any residual monies remaining in the Fund totaling less than 10% of the original up-front budget will be transferred to the affected department, i.e., Transportation. Any shortages of monies within an individual IA Fund at close-out shall be transferred from the affected department into the IA Fund.

LAND RESEARCH MANAGEMENT, Inc.

2240 Palm Beach Lakes Blvd., Suite 103, West Palm Beach, FL 33409 Tel: (561)686-2481; Fax: (561) 681-1551

To: Perla Underwood
Underwood Management Services

From: Jim Fleischmann

Date: June 30, 2014

Re: Invoice for services - Council Work Authorization: Wildlife Issue per Mike Cirullo Direction

INVOICE: WILDLIFE ISSUE # 1

1. Land Research Management Hours: June 1 – June 30, 2014.

6.5 hours* x \$125.00 per hour \$ 812.50

Total Amount Due This Invoice \$ **812.50**

* - See attached time sheet.

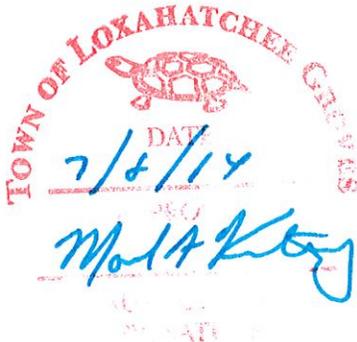
Respectfully submitted,


James P. Fleischmann,
Vice President

001-515-343-000 \$812.50

Please Mail Check To The Following Address:

*Land Research Management, Inc.
2240 Palm Beach Lakes Blvd., Suite 103
West Palm Beach, FL 33409*



LAND RESEARCH MANAGEMENT, Inc.

2240 Palm Beach Lakes Blvd., Suite 103, West Palm Beach, FL 33409 Tel: (561)686-2481; Fax: (561) 681-1551

To: Mark Kutney, Town Manager
Town of Loxahatchee Groves

From: Jim Fleischmann

Date: June 30, 2014

Re: Invoice for services – Cost Recovery Project: Processing of Rezoning 13-2
(Groves Town Center; northeast corner of Southern Boulevard and “B” Road –
Solar Sports, etc.).

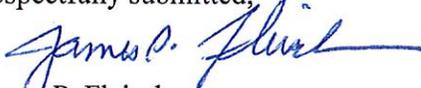
INVOICE #7: REZ 13-2

1. Loxahatchee Town Center Rezoning Application
Hours from 5/1/13 to 6/30/14 (See attached documentation):

1. Hours (Ref: Attached documentation) 2.0 x \$125.00 per hour	\$ 250.00
2. Reimbursable (signs + labels + stamps + stakes prorate share: see Attached)	<u>0.00</u>

Total Amount Due This Invoice \$ **250.00**

Respectfully submitted,

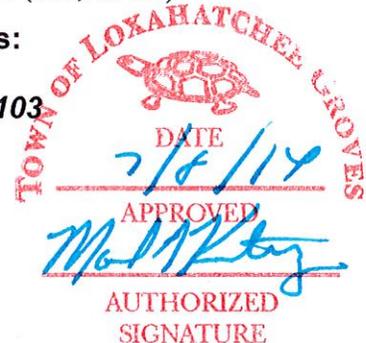


James P. Fleischmann,
Vice President

Total billed to Groves Town Center Town Planner escrow accounts to date: (\$10,107.34).

Please Mail Check To The Following Address:

Land Research Management, Inc.
2240 Palm Beach Lakes Blvd., Suite 103
West Palm Beach, FL 33409



Cost Recovery - Solar Sports

001-515-349-000 - \$250.00

LAND RESEARCH MANAGEMENT, Inc.

2240 Palm Beach Lakes Blvd., Suite 103, West Palm Beach, FL 33409 Tel: (561)686-2481; Fax: (561) 681-1551

To: Mark Kutney, Town Manager
Town of Loxahatchee Groves

From: Jim Fleischmann

Date: June 30, 2014

Re: Invoice for services – Cost Recovery Project: Processing of Rezoning 13-1
(Loxahatchee Groves Commons; northwest corner of Southern Boulevard and “B”
Road – Atlantic Land/Land Design South).

INVOICE #9: REZ 13-1

1. Loxahatchee Groves Commons Rezoning Application

Hours from 4/1/14 to 6/31/14 (See attached documentation):

1. Hours (Ref: Attached documentation) 2.75 x \$125.00 per hour	\$ 343.75
2. Reimbursable	<u>0.00</u>

Total Amount Due This Invoice \$ **343.75**

Respectfully submitted,

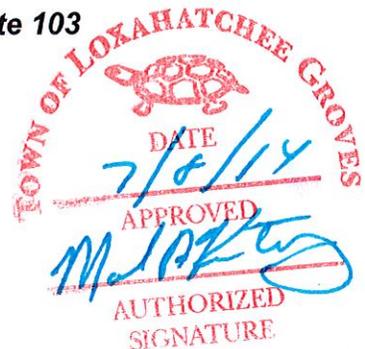


James P. Fleischmann,
Vice President

Total billed to Loxahatchee Groves Commons Town Planner escrow accounts to date:
(\$10,359.91).

Please Mail Check To The Following Address:
Land Research Management, Inc.
2240 Palm Beach Lakes Blvd., Suite 103
West Palm Beach, FL 33409

Cost Recovery - Juniors
001-515-349-000





Town of Loxahatchee Groves

14579 Southern Boulevard, Suite 2 • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax • loxahatcheecgrovesfl.gov

CHECK REQUEST

The requestor hereby certifies that his request is supported by a Sufficient unencumbered balance of duly appropriated funds

Invoice # 2014-0717K
Vendor #

Request Date: July 17, 2014

Vendor Name: Beverly Kuipers

Vendor Address: _____

Request by: _____

Department*: Executive

Account: 000-512-510-000

Description: Reimbursement - Office Supplies
Paper products

Amount: \$55.08

Check #: _____ Check Date: _____

Approved by: _____



DATE
7/17/14

APPROVED

Moul A. Kuntz

AUTHORIZED SIGNATURE

This check request if for all expenditures not accompanied with a properly authorized requisition, purchase order or invoice. Documents supporting this expense must be attached prior to submitting for payment. No Request will be processed without appropriate Department Signature and Supporting Documents.

* Repairs, Capital Expenditure, and extra-ordinary expenses must be approved by Department Commissioner prior to submitting for payment

TOTAL \$55.08



ROYAL PALM BCH 623

11001 SOUTHERN BLVD
ROYAL PALM BEACH, FL 33411
MEMBER #111790696967

99731 PERFECTOUCH 11.99 A
842254 BOUNTY SAS 18.99 A

SUBTOTAL 30.98
6% TAX 1.86

TOTAL 32.84
American Express 32.84

XXXXXXXXXXXX1001
07/10/14 17:24
Seq#: 006313 APP#: 533322
American Express Resp: AA
Tran ID#: 419134176000
Merchant ID 99062311

APPROVED - PURCHASE
AMOUNT: \$32.84

0623 009 0000000003 0365

CHANGE .00

TOTAL NUMBER OF ITEMS SOLD = 2
CASHIER: MIKEY COHEN REG# 9
7/10/2014 17:23 0623 09 0365 3

THANK YOU!
PLEASE COME AGAIN!

REFUND
BEV

RADIOSHACK THANKS YOU.

RADIOSHACK
COBBLESTONE VILLAGE
10229 OKEECHOBEE BLVD #C3
ROYAL PALM BCH, FL 33411-1403
(561) 798-8292

Last Valid Day for Return is 7/26/2014,
see back of receipt for full return policy

2790008 \$8.99
4P 1 TO 2 ADAPTER WHITE
2790344 \$11.99
50'4C MOD-MOD WH
2790344 \$11.99
50'4C MOD-MOD WH

SubTotal \$32.97
Tax 6.00% \$1.98
TOTAL \$34.95

MasterCard \$34.95
CHANGE \$0.00

Total Items Sold: 3

Card number: *****5256 N
Tran # 23250992
Authorization 08135C
Host Captured Y \$34.95

12.71
\$ 22.24

RADIOSHACK THANKS YOU.

RADIOSHACK
COBBLESTONE VILLAGE
10229 OKEECHOBEE BLVD #C3
ROYAL PALM BCH, FL 33411-1403
(561) 798-8292

Return

2790344 (\$11.99) RX
50'4C MOD-MOD WH
Opened or Used Item

SubTotal (\$11.99)
Tax 6.00% (\$0.72)
TOTAL (\$12.71)

MasterCard Refund \$12.71

Original Store .019546
Original Register .001
Original Trans .8246
Original Date .06/26/2014

You are responsible to remove all personal and other confidential information from a product being returned such as photographs, videos, contact lists, personal data, apps, etc. (Data). When You return the product, You are abandoning all rights to all Data remaining on the product and will have no claim should any of this Data be lost, stolen, corrupted or misused. RadioShack assumes no responsibility for this Data, and You release RadioShack from all liability and You will indemnify and hold RadioShack harmless from any and all claims and



Town of Loxahatchee Groves

14579 Southern Boulevard Suite 2 • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax • loxahatcheegrovesfl.gov

CHECK REQUEST

The requestor hereby certifies that his request is supported by a Sufficient unencumbered balance of duly appropriated funds

Invoice # 2014-07MK
Vendor #

Request Date: July 17, 2014

Vendor Name: Mark Kutney

Vendor Address: _____

Request by: _____

Department*: Executive

Account: 001-512-400-000

Description: Town Manager Mileage Reimbursement
May 2014 and June 2014

Amount: \$124.82

Check #: _____ Check Date: _____

Approved by: _____



This check request is for all expenditures not accompanied with a properly authorized requisition, purchase order or invoice. Documents supporting this expense must be attached prior to submitting for payment. No Request will be processed without appropriate Department Signature and Supporting Documents.

* Repairs, Capital Expenditure, and extra-ordinary expenses must be approved by Department Commissioner prior to submitting for payment

Mark Kutney

From: Mark Kutney
Sent: Thursday, July 17, 2014 12:24 PM
To: Beverly G. Kuipers
Subject: May/June Mileage

Bev:

Here is my mileage for May/June of this year.

May

5/15	Meeting at CPBCCOC with wellington/PBSO on Livestock Issues	2.4 miles	227,289
5/19	Meeting at Vista Center with FDOT/Municipalities on SR 80 Lighting	20.7 miles	227,355
5/21	Special Magistrate @CPBCCOC & League of Cities in W. Palm Beach	37.0 miles	227,433
5/22	Meeting with W. Burns at CPBCCOC/site visit Marcella Blvd.	6.8 miles	227,447
5/27	FAAC at CPBCCOC	2.4 miles	227,488
5/29	Meeting with Town Attorney & Caldwell et al On Road Improvements	33.7 miles	227,592
	Total May Miles	103.0	

June

6/5	West Palm Beach for Retaliation lawsuit Deposition & EM Meeting At Lake Clark		
Shores		45.0 miles	227,746
6/13	Meeting at PBSC on Campus Master Plan and B Road Improvements	33.3 miles	227,938
6/16	Vista Center to meet with George Webb	24.7 miles	227,976
6/18	Emergency Management Team meeting in West Palm Beach	24.6 miles	228,024
6/25	League of Cities in Royal Palm Beach	9.1 miles	228,091
6/26	Meeting to discuss potential into conditions in West Palm Beach	38.4 miles	228,141
6/30	FAAC at the CPBCCOC	2.4	
miles	228,181		
	Total June Miles	177.5	

Should you have any questions, please advise.

Thanks,
Mark

TOTAL 280.5
001-512-400-000 \$ 124.82

Mark A. Kutney, AICP, ICMA-CM



Town of Loxahatchee Groves

14579 Southern Boulevard, Suite 2 • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax • loxahatcheecgrovesfl.gov

CHECK REQUEST

The requestor hereby certifies that his request is supported by a Sufficient unencumbered balance of duly appropriated funds

Invoice # 2014-07W
Vendor #

Request Date: July 8, 2014

Vendor Name: Janet Whipple

Vendor Address: _____

Request by: _____

Department*: Executive

Account: 001-512-490-000

Description: Reimbursement - Recording Fees -
LGWCD Interlocal Agreement

Amount: \$7.00

Issuance of this payment is authorized for the purpose noted

Check #: _____ Check Date: _____

Approved by: _____


 DATE 7/8/14
 APPROVED

 AUTHORIZED SIGNATURE

This check request is for all expenditures not accompanied with a properly authorized requisition, purchase order or invoice. Documents supporting this expense must be attached prior to submitting for payment. No Request will be processed without appropriate Department Signature and Supporting Documents.

* Repairs, Capital Expenditure, and extra-ordinary expenses must be approved by Department Commissioner prior to submitting for payment

Bev,
This is my receipt
for filing the
Interlocal Agreement
between the Town &
LGWLD - Road Maint.
Thanks.

Janet
07/01/2014

Sharon R. Bock
Palm Beach County Clerk & Comptrol
205 North Dixie Highway
West Palm Beach, Florida
Main Office Recording
561-355-2998

DATE: 07/01/2014
TIME: 11:51:46 AM
RECEIPT: 4254327

J WHIPPLE

ITEM -01		
Interlocal Agreement		7.00
Sub. Total	7.00	

AMOUNT DUE:	\$7.00	
PAID CHECK:	\$7.00	
Check #:267		\$7.00
TOTAL PAID:	\$7.00	

REC BY: RRF
DEPUTY CLERK

www.mypalmbeachclerk.com

001-511-540-000

\$ 7.00



Town of Loxahatchee Groves

14579 Southern Boulevard, Suite 2 • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax • loxahatcheegrovesfl.gov

CHECK REQUEST

The requestor hereby certifies that his request is supported by a Sufficient unencumbered balance of duly appropriated funds

Invoice # 2014-07K
Vendor #

Request Date: July 8, 2014

Vendor Name: Beverly Kuipers

Vendor Address: _____

Request by: _____

Department*: Executive

Account: 001-512-510-000

Description: Reimbursement - Batteries

Amount: 3.98 Issuance of this payment is authorized for the purpose noted.

Check #: _____ Check Date: _____

Approved by: _____



This check request is for all expenditures not accompanied with a properly authorized requisition, purchase order or invoice. Documents supporting this expense must be attached prior to submitting for payment. No Request will be processed without appropriate Department Signature and Supporting Documents.

* Repairs, Capital Expenditure, and extra-ordinary expenses must be approved by Department Commissioner prior to submitting for payment

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE



www.oeprts.com

ORIGINAL EQUIPMENT COMPANY
1348 SOUTH MAIN STREET
BELLE GLADE, FL 33430
Ph. (561) 996-5501

GLADES PARTS COMPANY
125 S.W. AVE. B
BELLE GLADE, FL 33430
Ph. (561) 996-5261

ORIGINAL EQUIPMENT CLEWISTON
824 E. SUGARLAND HIGHWAY
CLEWISTON, FL 33440
Ph. (863) 983-1991

ORIGINAL EQUIPMENT OKEECHOBEE
415 NE PARK STREET
OKEECHOBEE, FL 34974
Ph. (863) 763-3939

ORIGINAL EQUIPMENT PAHOKEE
205 SOUTH LAKE AVENUE
PAHOKEE, FL 33476
Ph. (561) 994-5111

COUNTRY AUTO PARTS
14573 SOUTHERN BLVD.
LOXAHATCHEE, FL 33470
Ph. (561) 790-0864

ORIGINAL EQUIPMENT PINELLAS PARK
7301 74TH STREET NORTH
PINELLAS PARK, FL 33781
Ph. (800) 733-6858
Fax. (800) 727-4306

INVOICES AVAILABLE ONLINE
GO TO WWW.OEPRTS.COM FOR MORE

User: kh
Loc #: 6
Page: 1



CUSTOMER

Cash Account Cust: 0 CASH INVOICE: 701638
33430 Ph: 06/23/2014 9:04AM

QUANTITY	LINE	PART NUMBER	DESCRIPTION	CORE	LIST EACH	YOUR COST	EXTENSION	TAX	
1	RAY	815-4E	ALK AA CARD 4PK		3.75	3.75	3.75		
		Cash	3.98						
1					3.75		3.75	0.23	
TOTAL UNITS		FREIGHT	LABOR	MISC	CORE TOTAL	LIST TOTAL	NON-TAXABLE	TAXABLE	TOTAL TAX

*Buy Bought
Cash*

TERMS ARE LISTED ON THIS INVOICE. SERVICE CHARGES MAY BE APPLIED TO PAST DUE INVOICES. IF NOT PAID, WILL BE CHARGED FOR ALL COLLECTION OR ATTORNEY FEES.

RECEIVED BY: X

PAY THIS AMOUNT

3.98 1

**INTERLOCAL AGREEMENT
TRANSFER OF FUNDS FOR EQUESTRIAN TRAIL IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT made and entered into by and between the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation of the State of Florida, the mailing address of which is 14579 Southern Blvd. Suite 2, Loxahatchee Groves, FL 33470, by and through its Town Council (hereafter referred to as "Town"), and **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special District of the State of Florida, the mailing address of which is 101 West "D" Road, Loxahatchee, Florida 33470 (hereafter referred to as "District").

WITNESSETH

WHEREAS, District is an independent special district of the State of Florida, the powers and responsibilities of which are defined in Chapter 189, Florida Statutes and in Chapter 99-425, Laws of Florida, as amended, (collectively, the District's "Authorizing Legislation"); and

WHEREAS, Town is a municipal corporation of the State of Florida, the powers and responsibilities of which are defined in the Town Charter and in General State Law; and

WHEREAS, on August 16, 2005, District executed a certain Interlocal Agreement (the "ILA") with Palm Beach County ("County"), a true copy of which is attached hereto as **Exhibit "A"**, by the terms of which District agreed not to contest an eminent domain proceeding initiated by County to condemn a utility easement within certain District right-of-way therein described; and

WHEREAS, in return for which forbearance, among other valuable consideration, County agreed to provide District the sum of \$40,000.00 to be used for the installation and construction of an equestrian trail, signage and/or fencing (the "Equestrian Trail Improvements") along the north side of the right-of-way subject to the eminent domain proceeding (see ILA Sec. 5), which sum of \$40,000.00 was received and is being held by District for the purposes stated in the ILA; and

WHEREAS, District has not to date installed or constructed the Equestrian Trail Improvements; and

WHEREAS, Town was incorporated as a municipality after the effective date of the ILA and wishes to proceed with and incorporate the Equestrian Trail Improvements identified in the ILA into Town's proposed equestrian trail system; and

WHEREAS, District wishes to support Town's development of an equestrian trail system by transferring to Town the \$40,000.00 received from County to be used exclusively for the purposes stated in the ILA; and

WHEREAS, Town agreed to accept from District the \$40,000.00 and will use said funds exclusively for the purposes stated in the ILA; and

WHEREAS, the Town and District are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Town and District for and in consideration of the mutual benefits and promises as set forth herein do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to provide for the transfer by District to Town of the sum of \$40,000.00 received from County to be used for the purposes set forth in the ILA.

SECTION 3. TOWN'S DUTIES AND OBLIGATIONS. Town agrees to accept the sum of \$40,000.00 from District to be used exclusively for the purpose of installation and construction of the Equestrian Trail Improvements identified in the ILA, attached hereto as **Exhibit "A"**. Upon receipt of the funds, Town accepts exclusive and full responsibility for installation and construction of the Equestrian Trail Improvements according to the terms of the ILA without recourse to District.

SECTION 4. DISTRICT'S DUTIES AND OBLIGATIONS. Upon execution of this ILA and upon demand by the Town Clerk, District shall transfer to Town the sum of \$40,000.00 by electronic transfer or other means acceptable to Town. District makes no warranties or representations regarding the ability of Town to install or construct the Equestrian Trail Improvements, but will cooperate with and reasonably assist Town in Town's efforts to the extent permitted by law.

SECTION 5. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.

SECTION 6. TOWN INDEMNIFICATION OF DISTRICT. In the event a claim or lawsuit is brought against the District, its officers, employees, servants, or agents, related to an alleged act or omission by the Town for which the Town was solely responsible under this Agreement, the Town agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the District, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that District, its officers, employees, servants or agents may or could sustain.

SECTION 7. NOTICES. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the TOWN shall be sent to:

Town of Loxahatchee Groves
14579 Southern Blvd. Suite 2
Loxahatchee Groves, FL 33470
Designated Representative: Town Manager
Phone: 561-793-2418
Fax: 561-793-2420

All notices to DISTRICT shall be sent to:

Loxahatchee Groves Water Control District
101 West "D" Road
P.O. Box 407
Loxahatchee, Florida 33470,
Designated Representative: District Administrator
Phone: (561) 793-0884
Fax: (561) 795-6157

SECTION 8. AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 9. VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the 15th Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 10. WAIVER OF JURY TRIAL. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 11. DISCRIMINATION. District and the Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or

sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 12. CONSTRUCTION. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 13. SEVERABILITY. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

SECTION 14. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to the matters which are the subject of this Agreement.

SECTION 15. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

SECTION 16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 17. EFFECTIVE DATE. This Agreement shall be effective as of the last date that it is signed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Executed by **TOWN** this 6th day of May, 2014.

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA, a Florida
Municipal Corporation

Janet K. Whipple

Janet K. Whipple
Town Clerk

By: David Browning
David Browning

Its: Mayor

[TOWN SEAL]



Executed by **DISTRICT** this 27th day of May, 2014.

ATTEST:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT,
an independent special district of the State of Florida

John Ryan

John Ryan
Secretary/Treasurer

By: David DeMarois
David DeMarois

Its: Chair

[DISTRICT SEAL]

EXHIBIT "A"
INTERLOCAL AGREEMENT BETWEEN PAM BEACH COUNTY & LGWCD
DATED 08-16-05 (PBC RES. R2005-1529)

R 2005 1529

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
LOXAHATCHEE GROVES WATER CONTROL DISTRICT**

THIS AGREEMENT made and entered into this _____ day of AUG 16 2005, 2005, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter "County"), and the LOXAHATCHEE GROVES WATER CONTROL DISTRICT, a water control district organized under the laws of the State of Florida (hereinafter "District").

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County has a need to locate water and wastewater pipelines within a certain right-of-way located within the District; and

WHEREAS, the County has initiated or will initiate eminent domain proceedings to acquire a utility easement for pipelines through said right-of-way; and

WHEREAS, the District holds certain ownership and control rights over said right-of-way; and

WHEREAS, the County and the District wish to reach mutual agreement as to the County's use of the utility easement, specifically agreeing to the requirements for the design and construction of the County's facilities within the right-of-way and the restoration of the right-of-way following construction of the pipelines; and

WHEREAS, the County agrees that it shall not require mandatory utility service or connection to the facilities located within the right-of-way; and

WHEREAS, the District agrees that it will not contest the eminent domain action filed by the County for acquisition of a utility easement for pipelines through the right-of-way and further will cooperate with the County in said eminent domain proceeding.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and District hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners.
3. Definitions.
 - (a) "Facilities" means any of the potable water and wastewater pipelines, and all other appurtenant facilities, that the County wishes to construct within the Right-of-Way (or, for fire hydrants, adjacent to the Right-of-Way). For purposes of this Agreement, "appurtenant facilities" shall refer only to fire hydrants, air release valves with manholes, isolation valves, pipelines, and fittings.
 - (b) "Right-of-Way" means a stretch of land in Sections 17 and 18 located within Township 43 South, Range 41 East, Palm Beach County, Florida. A depiction of said Right-of-Way is attached hereto and incorporated herein as Exhibit "A".
 - (c) "Utility Easement" means the easement that the County wishes to acquire through the Right-of-Way for the construction and maintenance of the Facilities. A depiction of

the Utility Easement is attached hereto and incorporated herein as Exhibit "A".

4. Scope of Agreement. The County wishes to condemn a Utility Easement through the Right-of-Way through the eminent domain process. District agrees to cooperate in the eminent domain process and relinquish all of its rights to challenge the eminent domain proceeding, provided that County complies with the terms and conditions herein. The District specifically agrees that all conditions precedent to this lawsuit, including, but not limited to, good faith pre-suit negotiations and pre-suit notice have either occurred or been waived by the District. This Agreement will be attached to the Stipulated Order of Taking and Final Judgment in the eminent domain proceeding.

5. Responsibilities of County. The County shall initiate an eminent domain proceeding in the Circuit Court for Palm Beach County to obtain the Utility Easement through the Right of Way. After obtaining the required Utility Easement through the eminent domain process, the County shall adhere to certain design, construction and restoration requirements, which are attached hereto and incorporated herein as Exhibit "B". In addition, County agrees to provide the District \$40,000.00 to be used for construction of an equestrian trail, signage, and/or fencing along the north side of the Right-of-Way, said funds to be provided to the District within sixty (60) days following the entry of a final order of taking in the eminent domain proceeding. County also agrees to pay the District \$150,000.00 to be used for the installation of six (6) inches of base rock material along the full width of impacted roadways within the Right-of-Way and any other necessary transportation-related improvements to said roadways, said funds to be provided to the District within sixty (60) days following the entry of a final order of taking in the eminent domain proceeding.

6. Responsibilities of District. District agrees that it will not contest the eminent domain proceeding brought by the County to condemn the Utility Easement and that it shall cooperate to the fullest extent possible with the County in the lawsuit, including entering into any additional agreements required by the court to approve the condemnation of the Utility Easement, provided such additional agreements do not adversely affect the rights and obligations of the District hereunder. Further, District agrees that the terms of this Agreement comprise the settlement of the eminent domain proceeding, and that no additional compensation will be required over and above the compensation provided for in this Agreement.

7. Road Closures. No District road, or any road connecting with any District road, shall be closed to the public in connection with the installation of the Facilities unless: (i) the consent of the Engineer, or his/her designee, of the Palm Beach County Water Utilities Department and of the District Administrator of Loxahatchee Groves Water Control District has been obtained, (ii) at least 48 hours advance notice is given by the County in writing to any landowners affected by such road closing(s), and (iii) alternative access, in some form, is provided to affected landowners so that no one is denied access to his/her property.

8. Scope of Utility Easement. The Utility Easement taken in the condemnation proceeding, as depicted in Exhibit "A", shall be perpetual, and shall grant the County the authority to enter the Right-of-Way, upon reasonable notice to the District, to install, operate, maintain, service, construct, reconstruct, remove, repair, replace, and inspect the Facilities. The requirement of reasonable notice to the District shall be waived in cases of emergency. The County shall not expand, improve, relocate, or tie into the Facilities without providing the District written notice and an opportunity to respond. The District may impose reasonable design, construction, and restoration requirements upon any expansion, improvement, relocation, or tying into the Facilities; however, any such requirements shall be solely related to compatibility with the District's use of the Right-of-Way, and shall only require restoration of the Right-of-Way to the condition prior to the requested expansion, improvement, relocation, or tying into the Facilities. Said Utility Easement shall not interfere with any of the rights and obligations that the District has in relation to the Right-of-Way. In case of a conflict in the use of the Right-of-Way by the County and the District, the District's use shall have priority.

9. Indemnification. Each party shall be liable for its own actions and negligence, and, to the extent permitted by law, County shall indemnify, defend and hold harmless the District against any actions, claims, or damages arising out of County's negligence in connection

with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by County to indemnify the District for the District's negligent, willful, or intentional acts or omissions. In addition, the County shall be solely responsible for the operation and maintenance of the Facilities.

10. No Requirement for Service or Connection. The County shall not require any properties adjacent to the Facilities and located within the District to involuntarily connect to or receive potable water or wastewater service from the Facilities. It is the County's interpretation that this restriction renders the Facilities unavailable for sanitary sewer purposes so as to require connection under Environmental Control Rule I, and further that the Facilities are unavailable for potable water purposes so as to require connection under Environmental Control Rule II. The Palm Beach County Health Department shall be the final decision-maker as to when connections are required under Environmental Control Rules I and II. The Health Department has provided a letter, attached hereto as Exhibit "C", confirming this interpretation of Environmental Control Rules I and II. Additionally, both parties agree that nothing in this Agreement shall be construed to supercede any rights of the parties or any third parties under local or state law to provide water or wastewater services within the District.

11. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for County and District shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

12. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

13. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

14. Successors and Assigns. County and District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor District shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

15. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

16. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

17. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to District, shall be mailed or delivered to District at:

Loxahatchee Groves Water Control District
P.O. Box 407
Loxahatchee, FL 33470
Attn: District Administrator

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097.
Attn: Department Director

18. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

19. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

20. Entirety of Agreement. County and District agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superceded or otherwise altered, except by written instrument executed by the parties.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and District have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

R 2005 1529

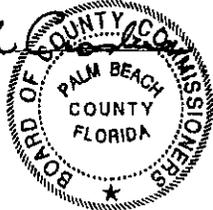
AUG 16 2005

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: Judith
Deputy Clerk

(SEAL)



By: [Signature]
Tony Masilotti, Chairman

Karen T. Marcus

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Director of Water Utilities

ATTEST:

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

By: Lauren Patricia Devine
Clerk

By: Donald P. Wiedig

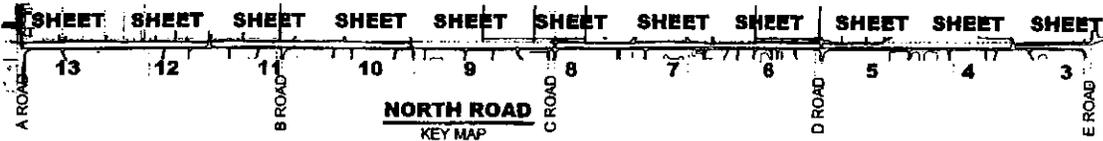
APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: Thom A. Skelton III
District Attorney

**NORTH ROAD
UTILITY EASEMENT SURVEY**

EXHIBIT A

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA



UTILITY EASEMENT LEGAL DESCRIPTION:

AN EASEMENT LYING WITHIN SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND LYING WITHIN LOXAHATCHEE GROVES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, AT PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 43 SOUTH RANGE 41 EAST, THENCE SOUTH 02°16'20" WEST ALONG THE EAST LINE OF SAID SECTION 17 BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, AT PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA FOR A DISTANCE OF 62.72 FEET; THENCE NORTH 89°12'23" WEST ALONG THE SOUTH RIGHT OF WAY OF NORTH ROAD BEING COINCIDENT WITH THE NORTH LINE OF BLOCKS A, B, C, AND D OF SAID LOXAHATCHEE GROVES PLAT, AS MONUMENTED BY THAT CERTAIN BOUNDARY SURVEY FOR LOXAHATCHEE GROVES WATER CONTROL DISTRICT, PREPARED BY ADAIR AND BRADY, INC. DATED NOVEMBER 1991 UNDER WORK ORDER 86035E FOR A DISTANCE OF 10,459.42 FEET; THENCE NORTH 01°34'03" EAST FOR A DISTANCE OF 61.70 FEET TO THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST. THENCE SOUTH 89°12'43" EAST ALONG THE NORTH SECTION LINE OF SAID SECTIONS 18 AND 17 FOR A DISTANCE OF 10,460.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN PALM BEACH COUNTY, FLORIDA.

CONTAINING 14.93 ACRES MORE OR LESS.

SHEET 1 OF 13 SHEETS

HWS FILE NO. 05-16391.001 SS1

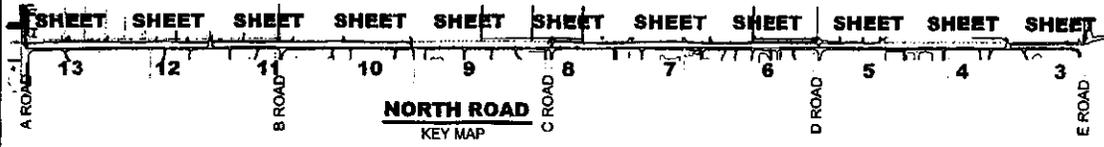
eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA



NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION REPRESENTS A BOUNDARY SURVEY.
- 2) NO ABSTRACT OF TITLE WAS PERFORMED BY THE UNDERSIGNED FIRM.
- 3) BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM FLORIDA EAST ZONE NORTH AMERICAN DATUM 1983 (ADJUSTMENT OF 1990) NORTH LINE OF SECTION 17 TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A BEARING OF NORTH 89°12'43" WEST. SCALE FACTOR 1.00000441
- 4) SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- 5) THE LEGAL DESCRIPTION SHOWN HEREON WAS CREATED BY THE UNDERSIGNED FIRM AS DIRECTED BY THE CLIENT.
- 6) REFERENCE DOCUMENTS USED:
 *UNRECORDED PLAT OF LOXAHATCHEE GROVES WEST
 *LOXAHATCHEE GROVES PLAT (PLAT BOOK 12, PAGE 29)
 *ADAIR AND BRADY, INC. BOUNDARY SURVEY DATED NOVEMBER 1991, UNDER WORK ORDER 86035E.

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY *[Signature]*
DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND
MAPPER FLORIDA REG. NO. 5118

DATED: 03-25-2005

LEGEND:

- H.W.S. = HELLER WEAVER & SHEREMETA INC.
- PB. = PLAT BOOK
- PG. = PAGE
- O.R.B. = OFFICIAL RECORD BOOK

SHEET 2 OF 13 SHEETS

HWS FILE NO. 05-16391.001 SS2

Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



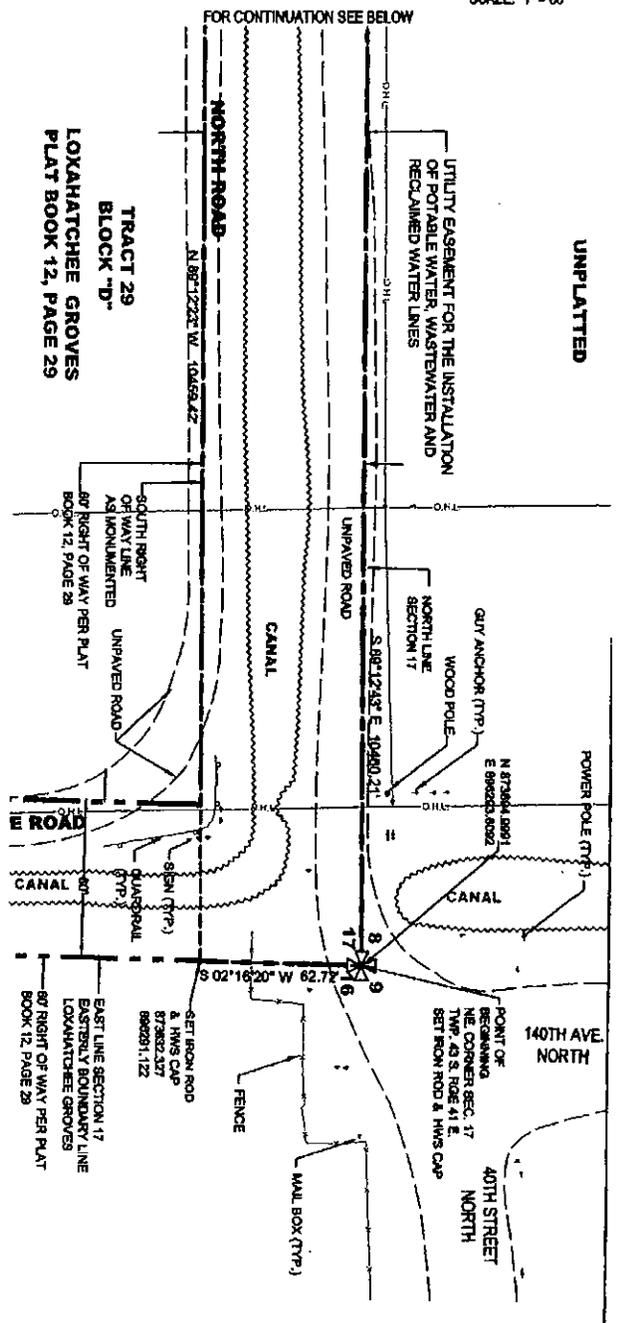
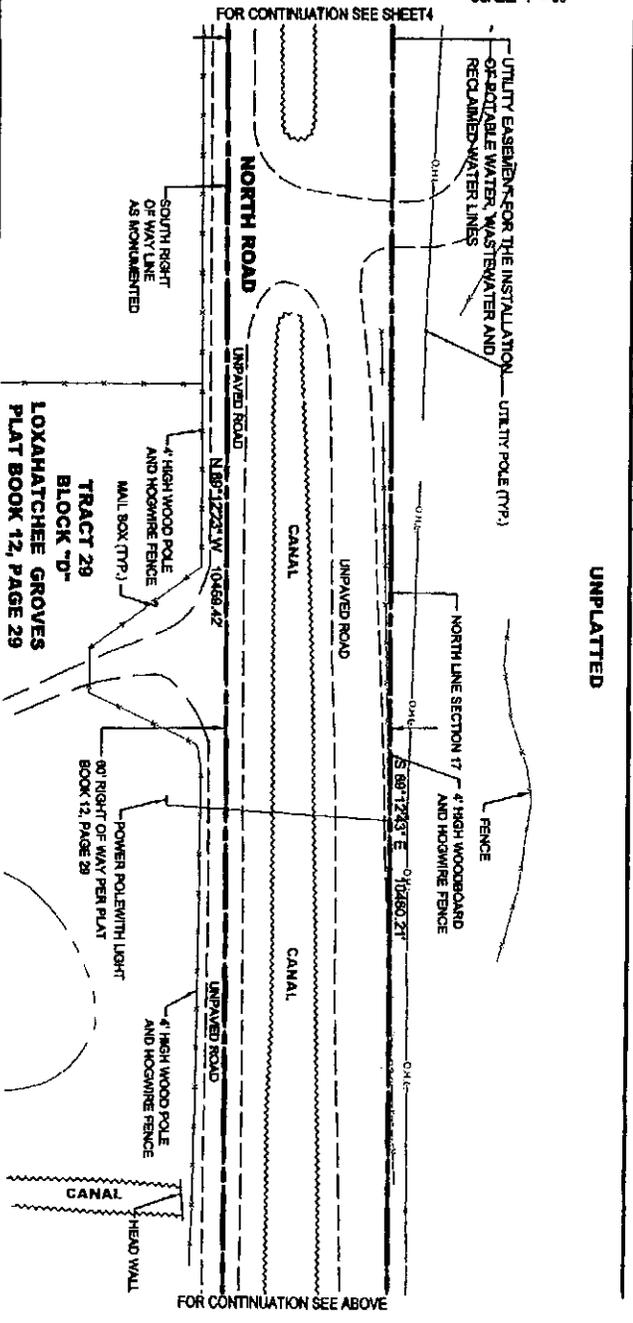
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

SCALE: 1" = 60'



SHEET 3 OF 13 SHEETS

HWYS FILE NO. 05-15391.001 SSS

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



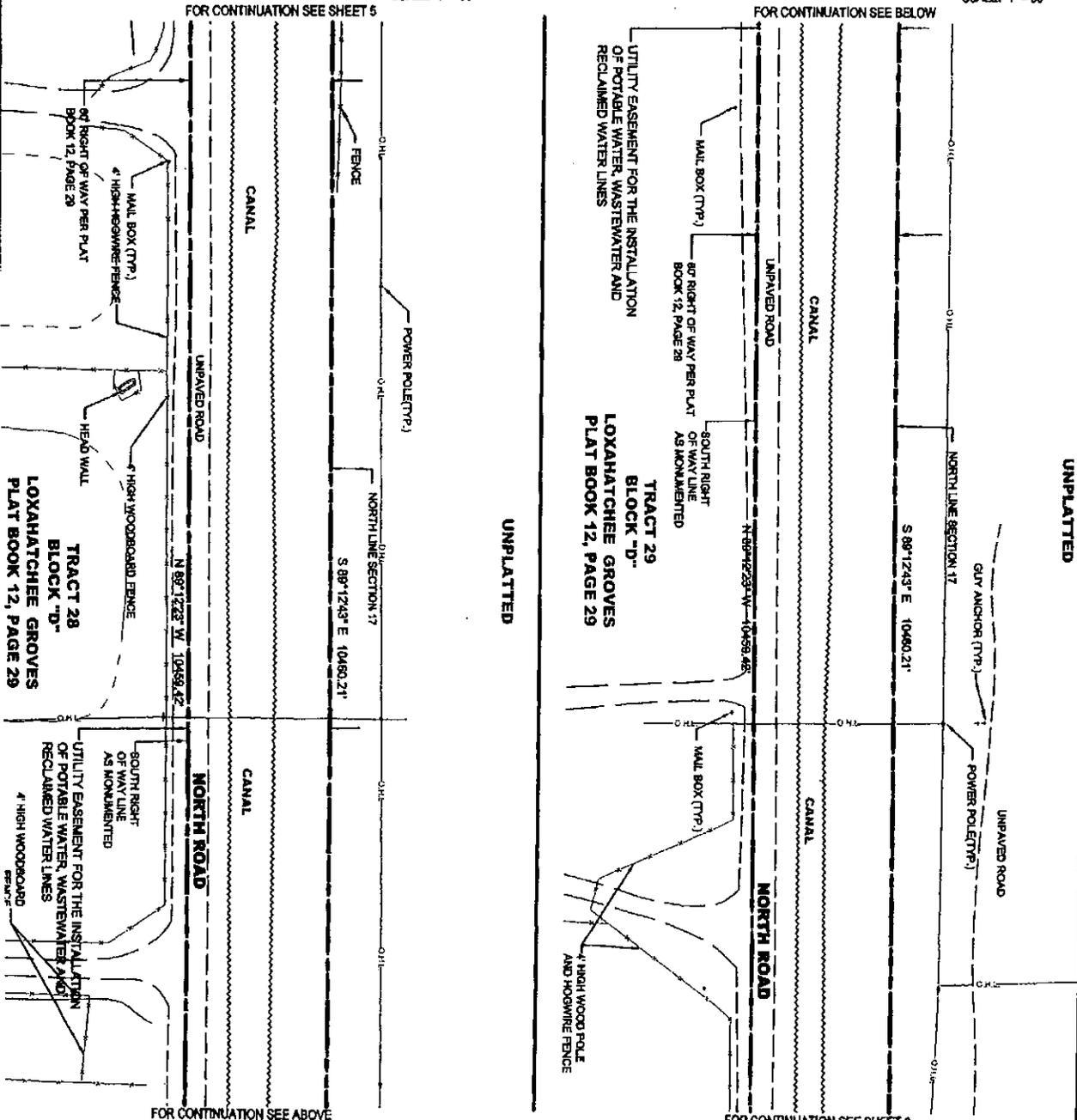
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 28, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

SCALE: 1" = 60'



SHEET 4 OF 13 SHEETS

HWS FILE NO. 05-15381.001.9S4

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



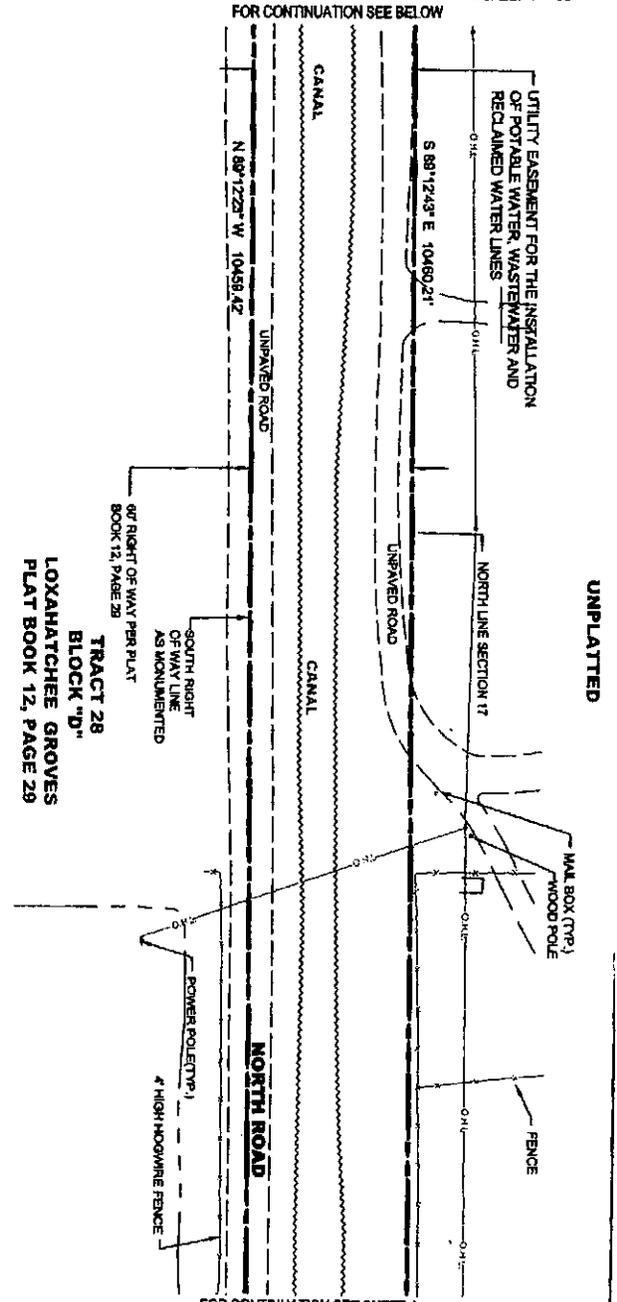
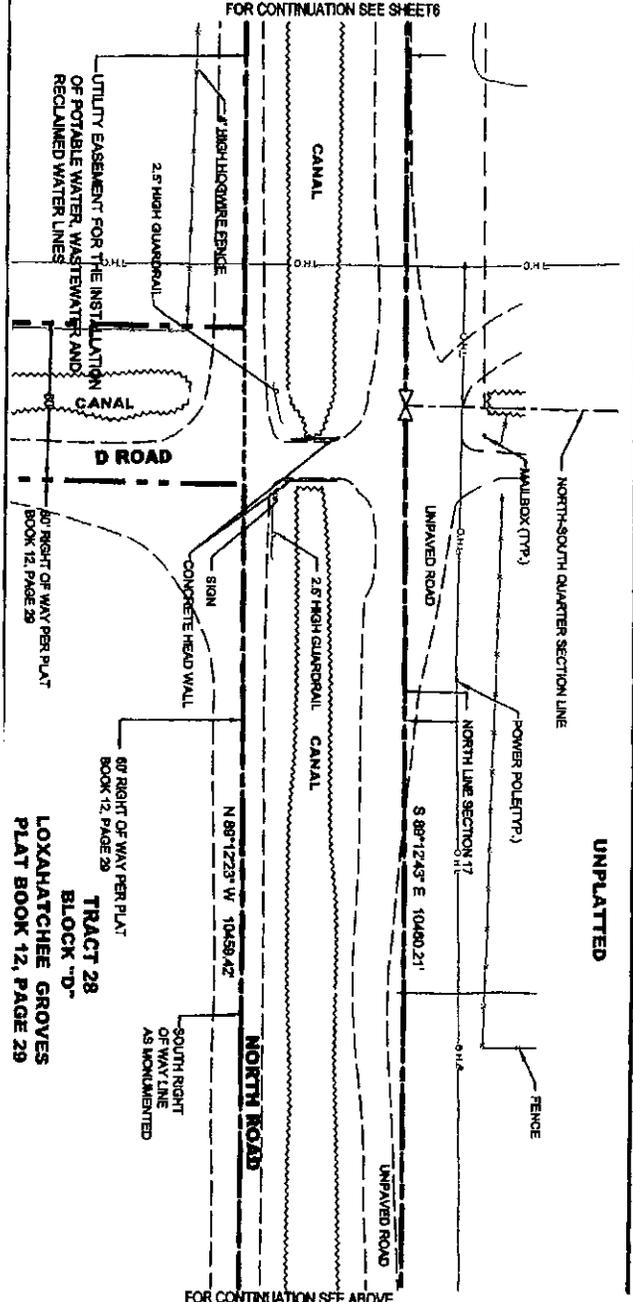
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60' 

SCALE: 1" = 60' 



SHEET 5 OF 13 SHEETS

HWS FILE NO. 06-15391.001 SS5

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



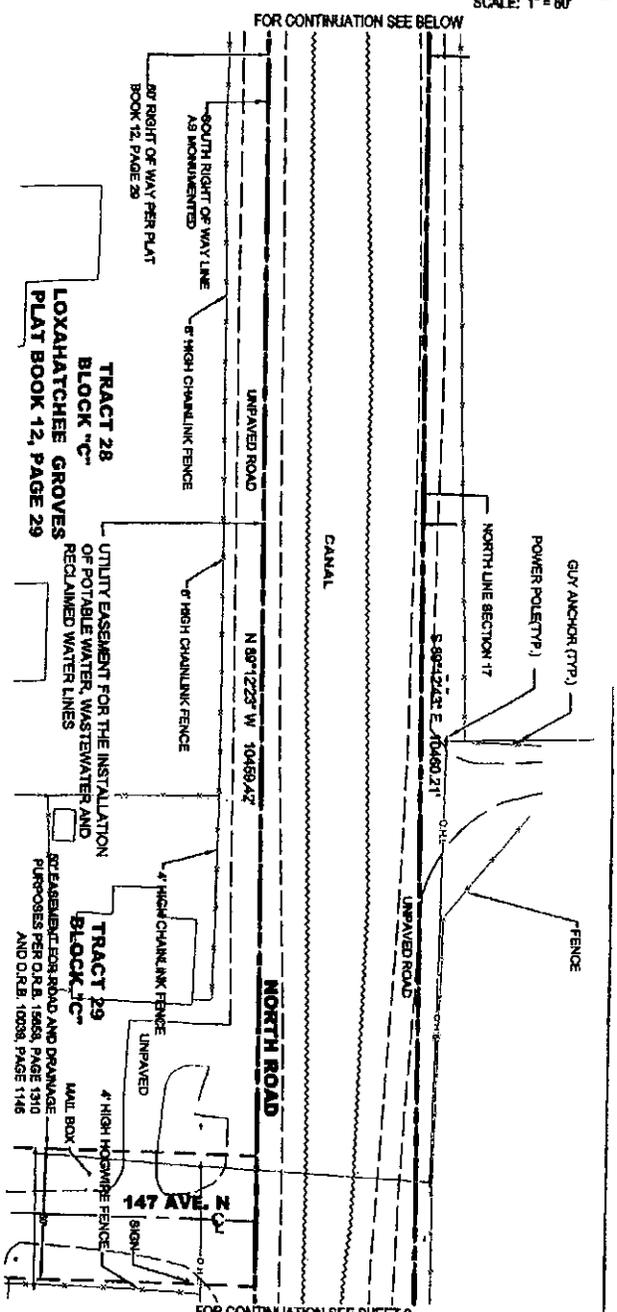
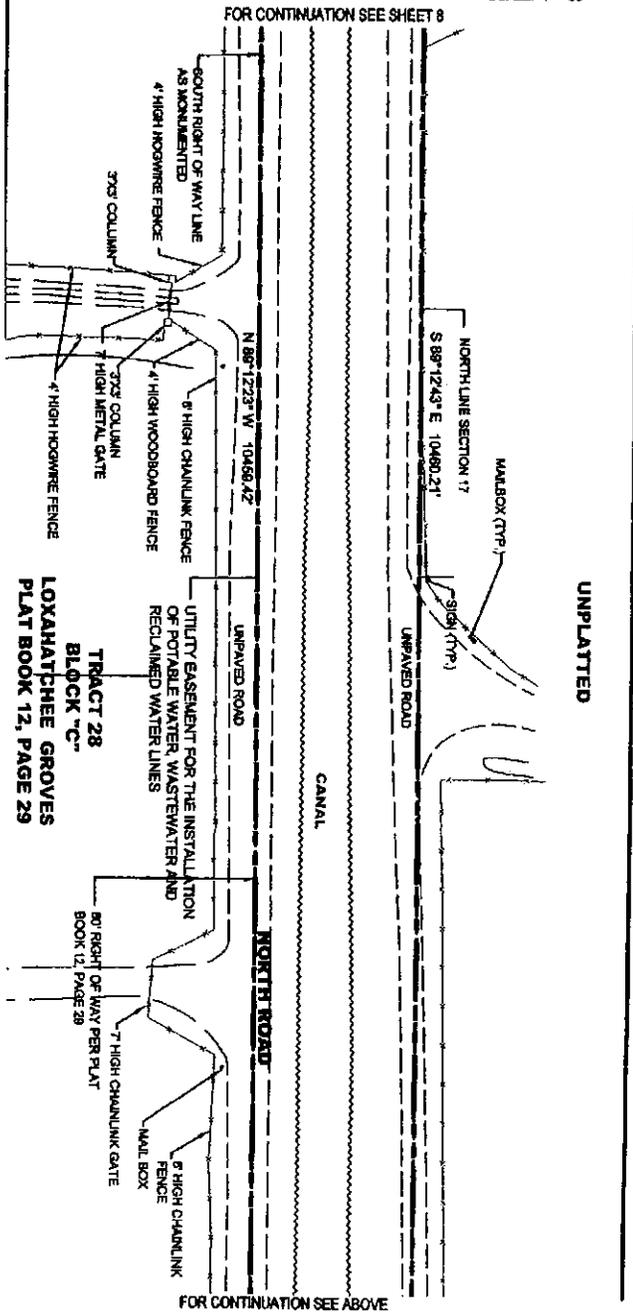
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60' ZZ

SCALE: 1" = 60' ZZ



SHEET 7 OF 13 SHEETS

HWS FILE NO. 05-15391.001 S87

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



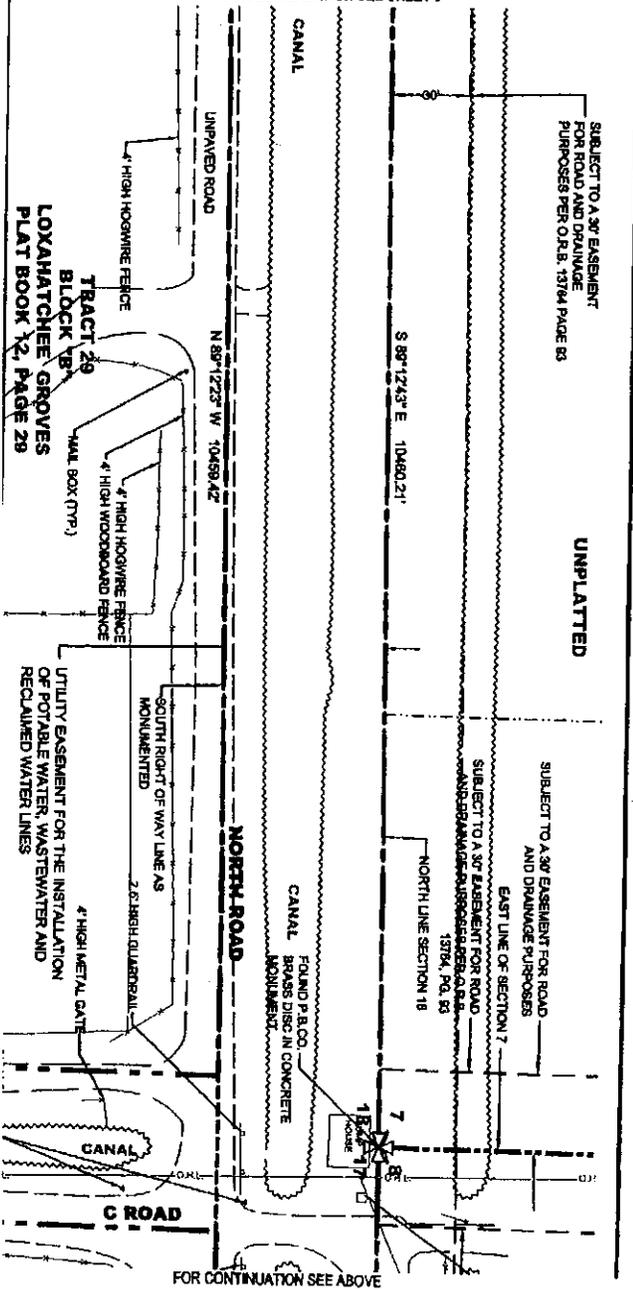
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

FOR CONTINUATION SEE SHEET 9



SHEET 8 OF 13 SHEETS

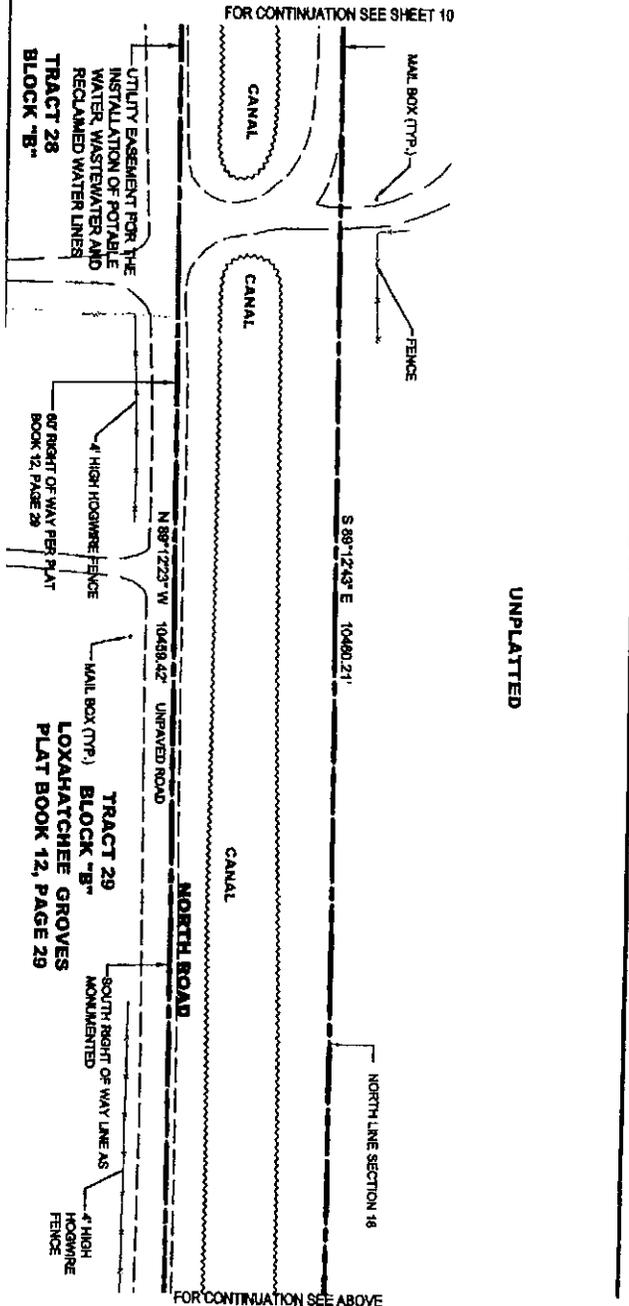
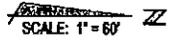
eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

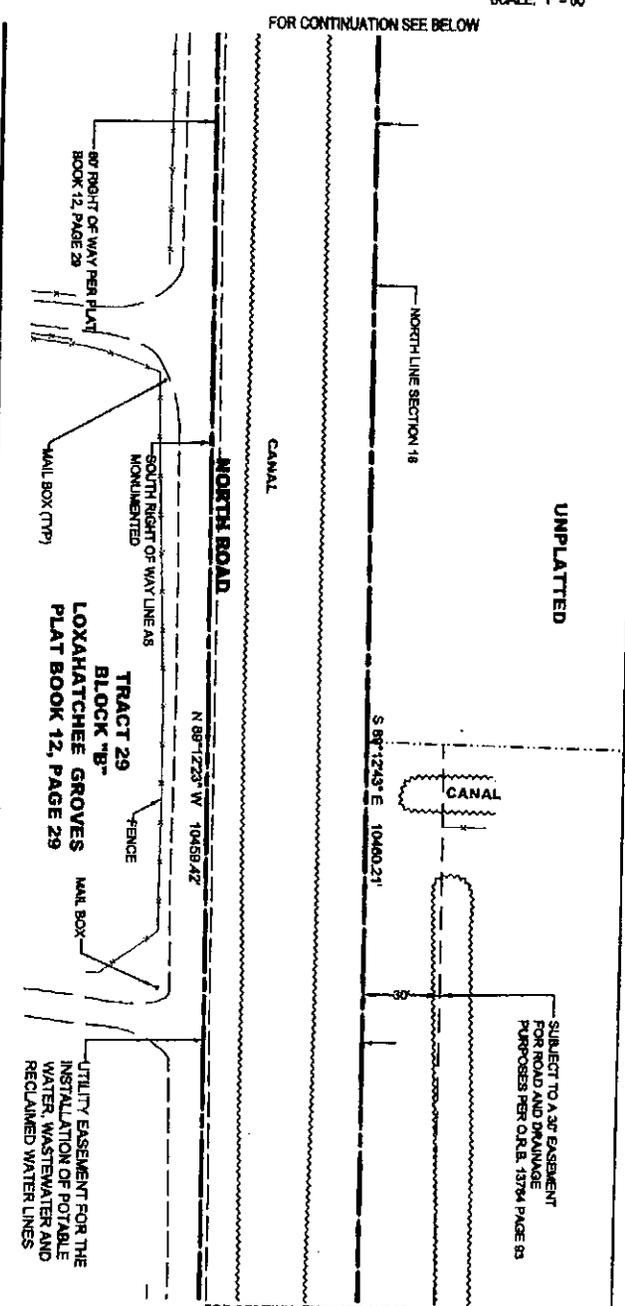
**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA



FOR CONTINUATION SEE ABOVE

SHEET 9 OF 13 SHEETS



FOR CONTINUATION SEE SHEET 8

HWS FILE NO. 05-15391.001 658

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



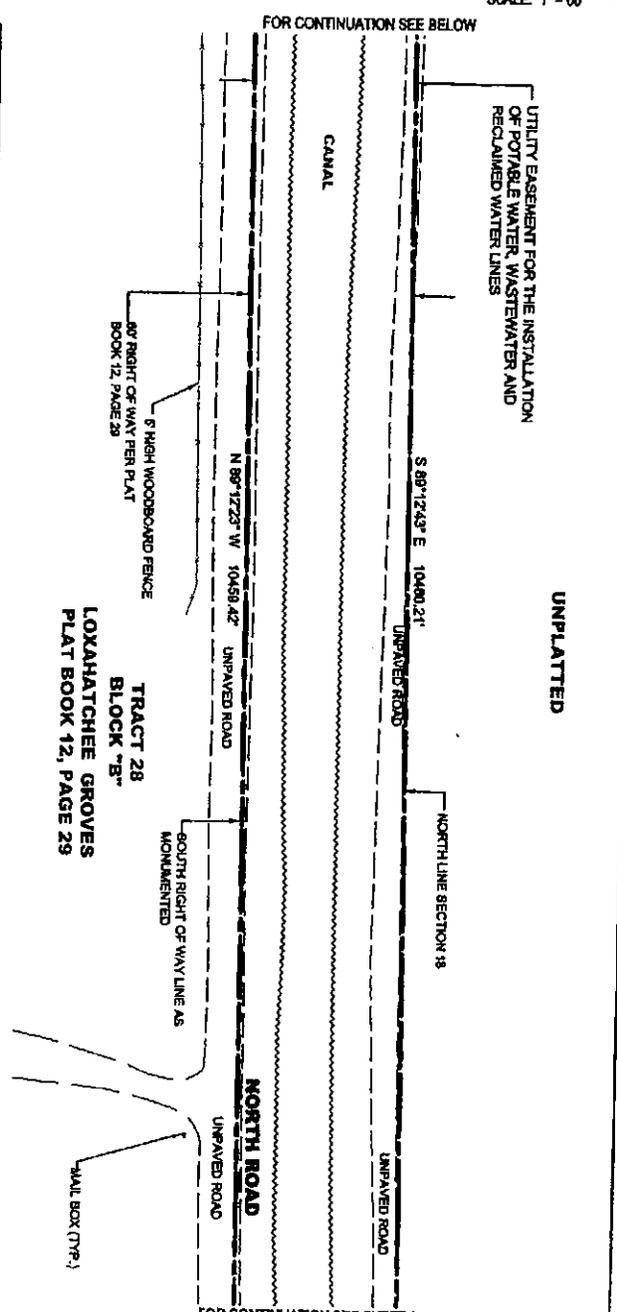
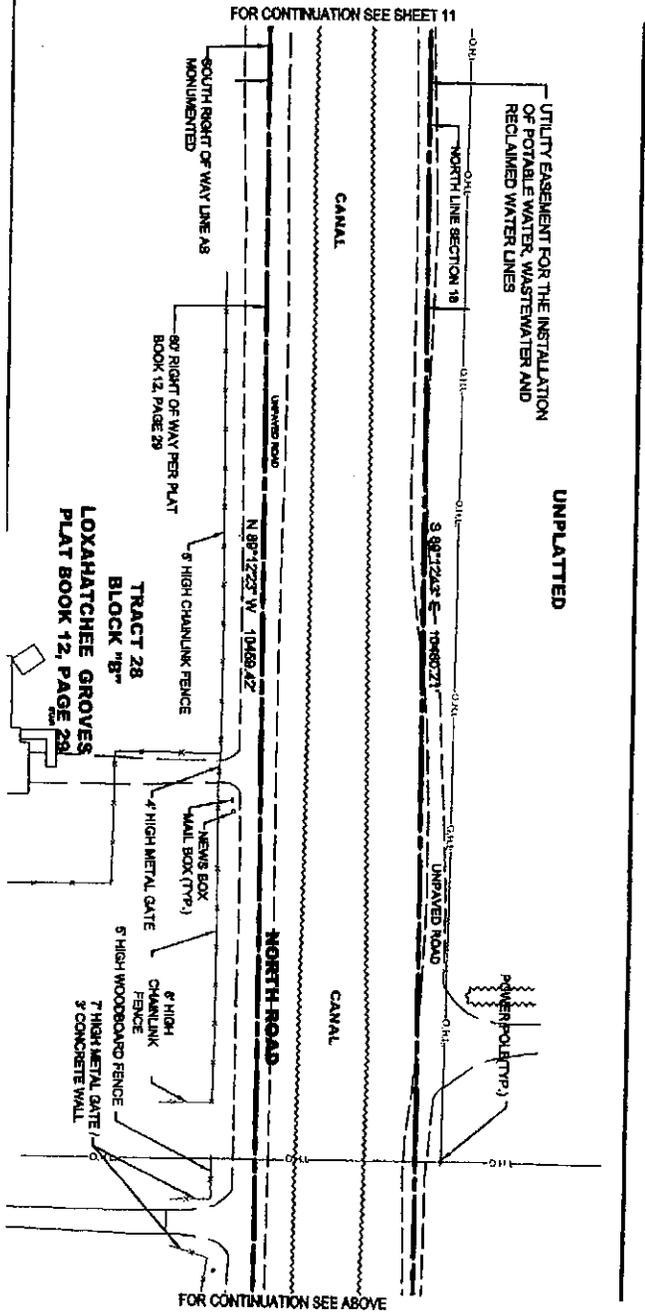
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

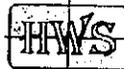
SCALE: 1" = 60'



SHEET 10 OF 13 SHEETS

HWS FILE NO. 05-15381.001 8S10

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



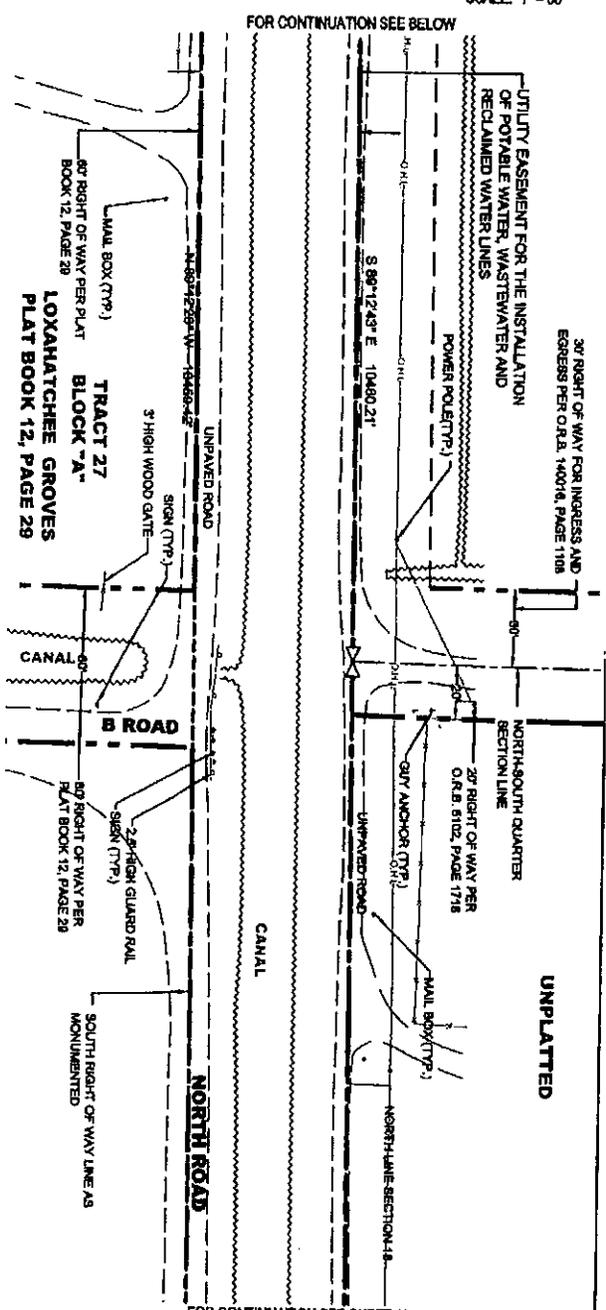
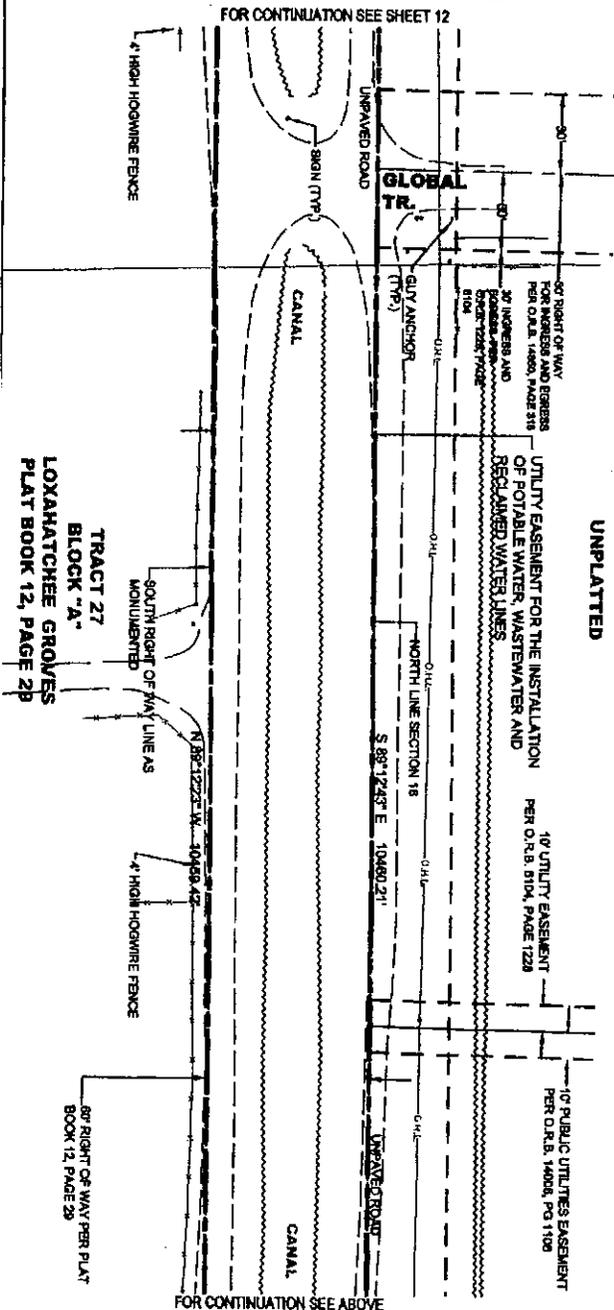
310 S.E. 1st Street, Suite 4
Dunley Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 28, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

SCALE: 1" = 60'



SHEET 11 OF 13 SHEETS

HWS FILE NO. 05-15391.001 SS11

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



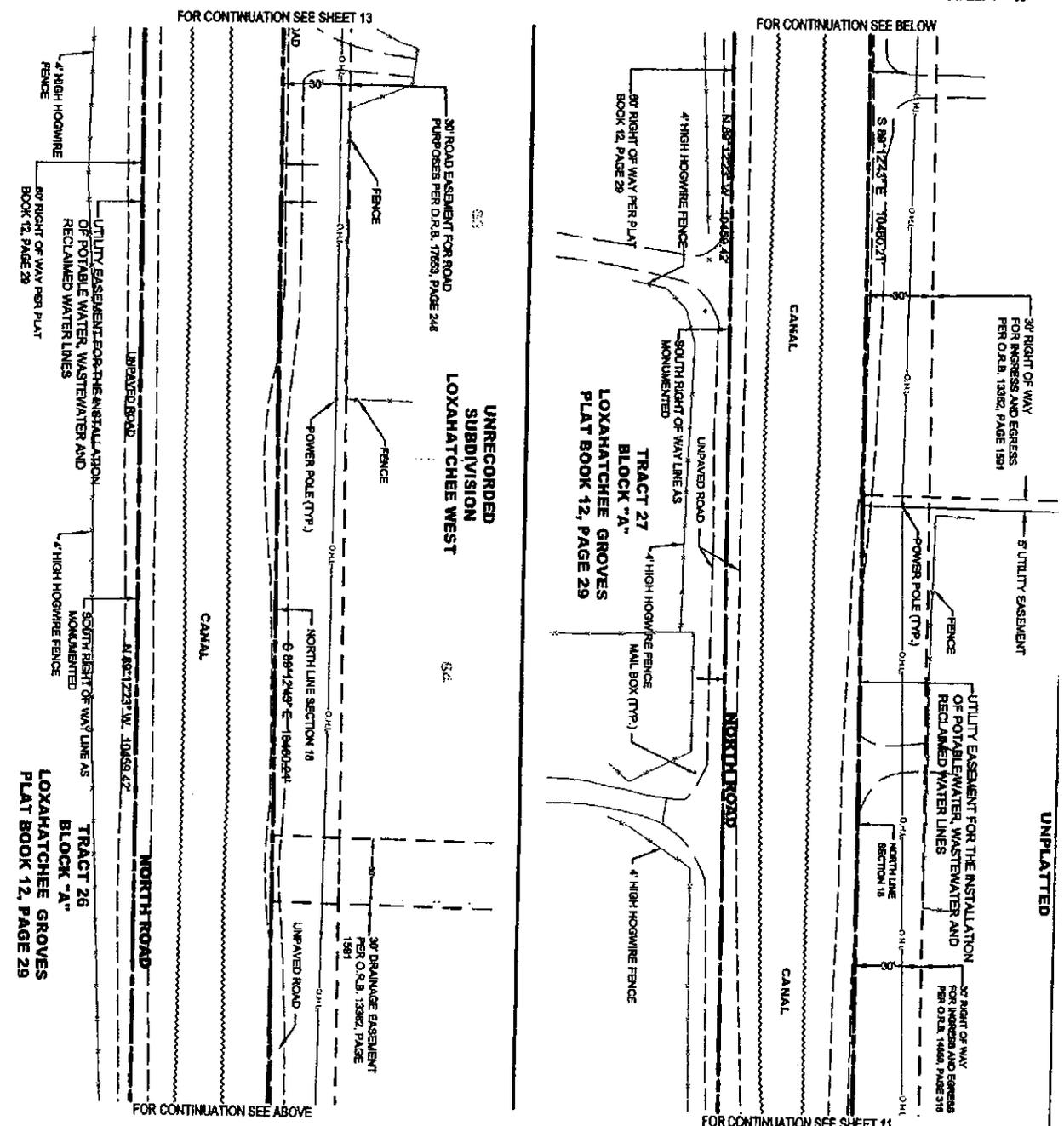
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

SCALE: 1" = 60'



SHEET 12 OF 13 SHEETS

HWS FILE NO. 05-15391.001 5512

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



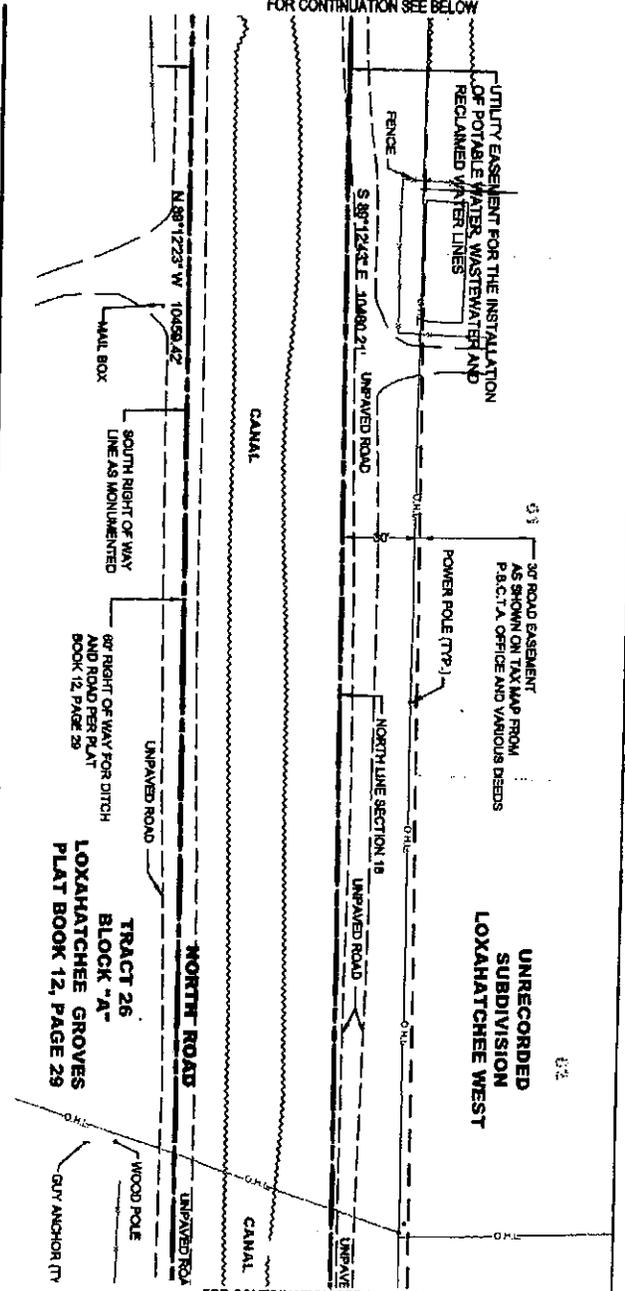
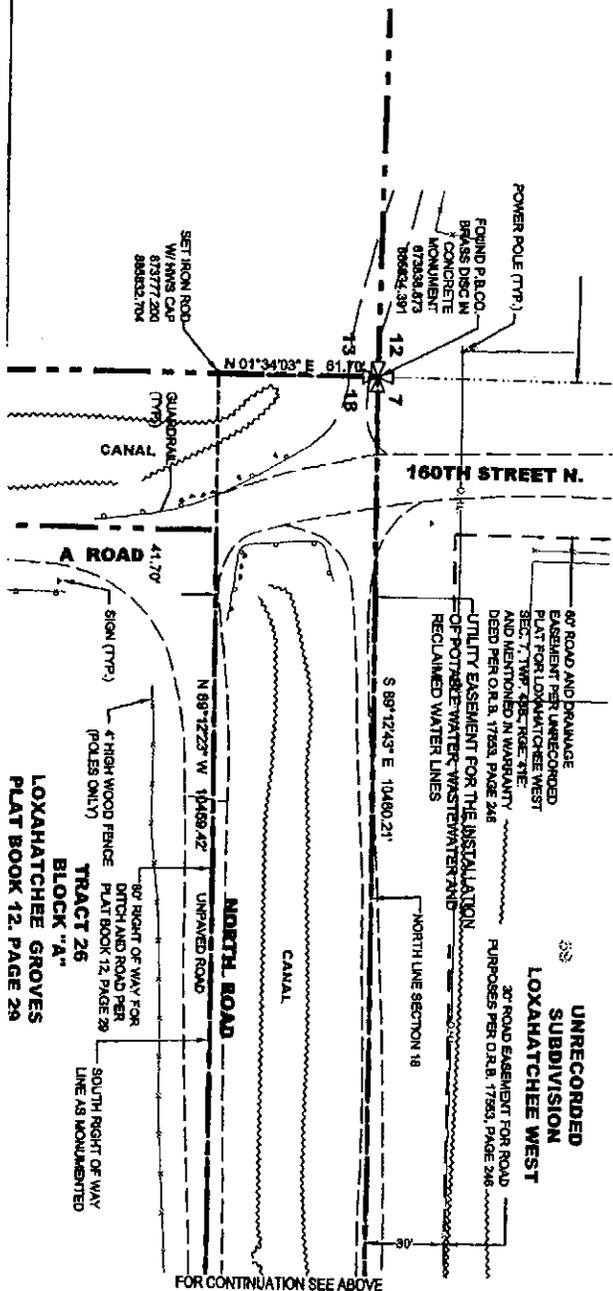
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

**NORTH ROAD
UTILITY EASEMENT SURVEY**

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND A PORTION OF LOXAHATCHEE GROVES
PLAT BOOK 12, PAGE 29, PALM BEACH COUNTY, FLORIDA

SCALE: 1" = 60'

SCALE: 1" = 60'



SHEET 13 OF 13 SHEETS

HWS FILE NO. 05-15391.001 SS13

eller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

EXHIBIT "B"
DESIGN, CONSTRUCTION, AND RESTORATION REQUIREMENTS

1. The County and District have corroborated on the design of the Facilities. County has provided District with the final design drawings (which the County acknowledges will need to be modified to incorporate design criteria for new bridge culvert crossings and fire hydrants, see Section 7 below) and, by entering into this Agreement, District accepts the final design of the Facilities within the Right-of-Way. The parties acknowledge that during the course of construction issues may arise that could cause modifications to the design drawings; to the extent such modifications adversely impact the ability of the District to maintain District services in the Right-of-Way, the County will review and adequately address suggestions of the District during construction.
2. County shall furnish and install conflict structures for existing and future drainage lines permitted by the District that are in direct conflict with the proposed Facilities.
3. Within the Right-of-Way, County shall remove and replace all bridge culverts that the Facilities traverse with new 72-inch diameter culverts per the District's standards.
4. County agrees to clear and remove all vegetation within the Right-of-Way for drainage purposes. Since this work is not required to construct the Facilities, such work shall be exempt from the requirements imposed by the PBC Department of Environmental Resource Management for utility pipeline projects.
5. County will dredge and finish grade the canal section to the District's design standards. The design section shall be provided to the Contractor. The contract documents shall clearly indicate the contractor shall not be required to move soil materials off site or on-site to construct the design section. Instead, the Contractor shall be allowed to spread any excess materials uniformly along canal banks. If a shortage of materials is encountered during construction, the Contractor shall be authorized to uniformly expand the canal bottom to a maximum width of ten feet along the entire canal right-of-way.
6. County will seed and mulch all disturbed areas in accordance with the specifications provided by the District.
7. The District shall assist the County in identifying landowners willing to give easements for the installation of fire hydrants adjacent to the Right-of-Way and secure the necessary easements for the County to install fire hydrants adjacent to the Right-of-Way. The County agrees to pay for preparing and recording such easements, but in no case shall the County be responsible for compensating property owners for the grant of said easements. Hydrant locations shall be located every 500 feet. Where easements have been secured, the County shall construct a fire hydrant on the easement premises. Where easements have not

been obtained, the County will construct a t-valve at the hydrant location within the Right-of-Way, which will allow for future hydrant connection. Said hydrant locations shall be depicted on the construction drawings. The County is under no obligation to secure any easements, other than those identified by the District, for fire hydrants adjacent to the Right-of-Way. The County will construct the hydrants and maintain them in perpetuity.

8. All obligations of the County under this Exhibit "B" shall be done at the County's sole expense.



EXHIBIT C

Gov. Jeb Bush
Governor

John O. Agwunobi, M.D., M.B.A.
Secretary

May 2, 2005

Jean Creamer
Assistant County Administrator
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

RE: Water and Sewer Connection Requirements under Palm Beach County
Environmental Control Rules I & II.

Dear Ms. Creamer:

This is in response to your recent inquiry pertaining to the connection requirements.

Your question relates to the circumstance when installation of the pipeline is the result of an agreement to avoid, limit, or end litigation, and the agreement contains provisions which restrict or prohibit connections to the pipeline. In this case the pipeline is not deemed "available" under Palm Beach County Environmental Control Rules I & II and a connection will not be required by the Health Department.

Please let me know if you require further clarification.

Sincerely,

Umesh Asrani, PE, MPH, Assistant Director
Division of Environmental Health & Engineering



Post Office Box 29 / 901 Evernia Street, West Palm Beach, FL 33402
Jean M. Malecki, MD, MPH, FACPM, Director

**FILED WITH THE CLERK OF CIRCUIT COURT
IN AND FOR PALM BEACH COUNTY, FLORIDA
THIS _____ DAY OF _____, 201__.**

**FOR: SHARON R. BOCK,
CLERK AND COMPTROLLER
PALM BEACH COUNTY, FLORIDA**

BY: _____

ASSISTANT CLERK

[CLERK' SEAL]



LOXAHATCHEE GROVES WATER CONTROL DISTRICT

July 28, 2014

VIA HAND-DELIVERY

Perla D. Underwood
Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470



**RE: INTERLOCAL AGREEMENT for TRANSFER OF FUNDS FOR
EQUESTRIAN TRAIL IMPROVEMENTS**

Dear Perla:

Attached is a fully executed copy of the referenced and a check from the District to the Town in the amount of Forty Thousand Dollars (\$40,000.00).

Please let me know if you have any questions.

Thank you.

Sincerely,
LOXAHATCHEE GROVES WATER CONTROL DISTRICT

Stephen E. Yohe, P.E.

Enclosures

Cc: Mark Kutney/enclosures via e-mail
Mary Viator/enclosures via e-mail
Frank Palen/enclosures via e-mail

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
PO BOX 407
LOXAHATCHEE, FL 33470-4866
PH (561) 793-0884
FAX (561) 795-6157

SUNTRUST BANK
FORT LAUDERDALE, FL 33301
ACH RT 061000104
63-215/631

19665

7/24/2014

© 2011 INTUIT INC # 785 1-800-438-8610

PAY TO THE ORDER OF TOWN OF LOXAHATCHEE GROVES

\$*40,000.00

Forty Thousand and 00/100***** DOLLARS

TOWN OF LOXAHATCHEE GROVES
14579 SOUTHERN BOULEVARD
LOXAHATCHEE, FL 33470

MEMO

[Redacted Signature Box]

David R. Morris

Intuit® CheckLock™ Secure Check

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

19665

TOWN OF LOXAHATCHEE GROVES
Date 7/24/2014 Type Bill Reference R2005 - 1529

Original Amt. 40,000.00

Balance Due 40,000.00

7/24/2014
Discount
Check Amount

Payment 40,000.00
40,000.00

CASH IN BANK SUNTRUS

40,000.00

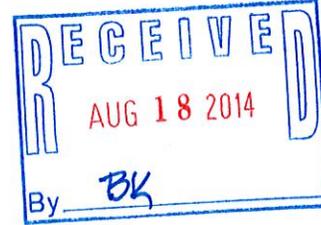




Treasury Management Fraud Operations
101 Greystone Boulevard 1st Floor
Columbia, SC 29210-8002

August 12, 2014

TOWN OF LOXAHATCHEE GROVES
14579 SOUTHERN BLVD STE 2
LOXAHATCHEE GROVES, FL 334709226



Subject: Resolution of claim for your account ending in 0124
Fraud: Counterfeit Check : FC-135185

Dear TOWN OF LOXAHATCHEE GROVES:

We have resolved your claim for check 6445 in the amount of \$28,000.00.

If you have questions, please call your Relationship Manager MANNING, MICHELE L at (334)-309-3871.

Thank you. We appreciate your business.

Sincerely,

Wynette Goodwin
Financial Crime Specialist
Treasury Management Fraud Operations