

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July	10, 2007	[] []	Consent Workshop		Regular Public Hearing
Department:	Planning, Zoning & Build	<u>ding</u>		,	
Submitted By:	Zoning Division				
Submitted For:	Zoning Division		-25222222		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve an Interlocal Agreement with the Town of Loxahatchee Groves providing Zoning review for applications within the municipal limits of the Town of Loxahatchee Groves, Florida, by Palm Beach County Planning, Zoning and Building Department (PZ&B).
- **B) adopt** a Resolution revising PZ&B Fee Schedule with a "Surcharge" to be charged to Loxahatchee Groves applicants.

SUMMARY: The Town of Loxahatchee Groves has requested that Palm Beach County Planning, Zoning and Building Department provide zoning review of applications through an Interlocal Agreement. There will be no cost to the County, and no additional staff is needed. Application fees will pay for the full cost of services. The Interlocal Agreement shall be in effect from July 10, 2007 to September 30, 2007 and shall be automatically renewed thereafter from fiscal year (October 1 to September 30), unless either party shall notify the other in writing of the party's desire to terminate all or part of this Agreement. <u>District</u> 6 (RB)

Background and Policy Issues: The Planning, Zoning and Building Department currently provides zoning review, and has previously provided these services for the Village of Wellington. Loxahatchee Groves has requested an Interlocal Agreement to provide similar services within their municipal boundaries. The Town will send a representative to necessary Development Review Officer (DRO) meetings, however, county staff will not attend Town Council meetings. The cost of providing the service will be offset by PZ&B collecting 142 % of the base existing application fees reflected in the "Surcharge" column of the Zoning Division Fee Schedule (Exhibit C). The proposed Interlocal Agreement is consistent with Section 163.01 of Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

Attachments:

- Letter from Loxahatchee Groves (Exhibit A)
- 2. Interlocal Agreement (Exhibit B)
- 3. Resolution revising PZ&B Fee Schedule (Exhibit C)

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Recommended by:	Dalor Alla	6/11/07
77/4/1	Executive Director	Date
Approved By:	CBaker	6/25/07
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Fiv	ve Year Summary o	f Fiscal Imp	act:				
Fisca	l Years	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	
Opera Exter Progr In-Kir	al Expenditures ating Costs nal Revenues ram Income (County) nd Match (County) FISCAL IMPACT	/)					
	DITIONAL FTE SITIONS (Cumulative	e)		·			
ls Iter Budg	n Included In Curre et Account No.:	nt Budget? Fund	Yes Departm Program	_ NoX ent	Unit	_ Rev	
В.	Recommended Sonue not anticipated	urces of Fu in Zoning D	nds/Summa Pivisions bu	ry of Fiscal dget, +hat	impact: Fisca is undeterm	nl impact will be a gived at this tim	idditional と.
C.	Departmental Fisc	al Review:	for &				
Α.	OFMB Fiscal and/	or Contract	Dev. and Co	ontrol Com	ments:		
В.	Legal Sufficiency: Assistant County	Joseph Cilling	Too	This Contract rev	aps Control Lione (1/4) act complies with a view requirements.	#6/14/01 ur	>
C.	Other Department	Review:					
	Donartment Direct	4				4	

EXHIBIT A

JUN 11 2007

GOREN, CHEROF, DOODY & EZROL, P.

ATTORNEYS AT LAW

SUITE 200

3099 EAST COMMERCIAL BOULEVARD

FORT LAUDERDALE, FLORIDA 33308 PHONE: (954) 771-4500 FAX: (954) 771-4923 www.cityatty.com

www.cityatty.com

76 N.E. FIFTH AVENUE DBLRAY BEACH, FL 33483 PHONE: (561) 276-9400 FAX: (561) 819-6559

DELRAY BEACH OFFICE:

PLEASE REPLY TO FORT LAUDERDALE

JULIE F. KLAHR DAVID N. TOLCES JAMILA V. ALEXANDER JACOB G. HOROWITZ

STEVEN L. JOSIAS, OF COUNSEL

June 7, 2007

VIA U.S. MAIL & FACSIMILE: (561) 233-5165

Jon MacGillis, Zoning Director Department of Planning, Zoning, & Building 2300 N. Jog Road West Palm Beach, Florida 33411-2741

RE: Town of Loxahatchee Groves ("Town") / Interlocal Agreement with Palm Beach County ("County") for Zoning Services ("Agreement")

Dear Jon:

SAMUEL S. GOREN

JAMES A. CHEROF

DONALD J. DOODY

KERRY L. EZROL MICHAEL D. CIRULLO, JR.

Our office serves as the Town Attorney for the Town of Loxahatchee Groves. Please allow this correspondence to serve as a request for the Palm Beach County's Planning, Building & Zoning Department to perform zoning services on behalf of the Town.

Thank you for your consideration, and if you have any questions, please do not hesitate to contact our office.

Sincerely,

David N. Tolces Town Attorney

cc: Dave Browning, Mayor

Members of the Town Council

DNT:is

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INTERLOCAL AGREEMENT EXHIBIT B

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LOXAHATCHEE GROVES PROVIDING FOR ZONING SERVICES, WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY THE PALM BEACH COUNTY PLANNING, ZONING AND BUILDING DEPARTMENT.

This Agreement is entered into this	sday	of
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2007, by and between:

THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida, whose permanent address is, hereinafter referred to as "Town"

AND

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County". The TOWN and COUNTY are jointly referred to as "parties".

WITNESSETH:

WHEREAS, Chapter 2006-328, Laws of Florida, set forth the Charter of the TOWN; and

WHEREAS, on October 10, 2006, Chapter 2006-328 was approved by a majority of the voters in a referendum election; and

WHEREAS, Chapter 2006-328 provided that the TOWN came into existence on November 1, 2006 and provided that the TOWN becomes operational on March 30, 2007; and

WHEREAS, the health, safety, and welfare of the residents of both the TOWN and COUNTY will best be served by COUNTY providing certain governmental services; and

WHEREAS, the TOWN is desirous of contracting with COUNTY to provide governmental services within the corporate limits of the TOWN;

WHEREAS, TOWN, is authorized to enter into this Agreement pursuant to Florida Statutes §163.01; and

WHEREAS, this Agreement evidences the intentions of the respective parties to cooperate with each other in furtherance of the public's interest; and

NOW, THEREFORE, in consideration of the mutual obligations and undertakings described below, the parties do hereby agree as follows:

ARTICLE 1

GENERAL CONDITIONS

1. PURPOSE OF AGREEMENT

This Agreement is for the purpose of the TOWN contracting with COUNTY to provide zoning services for the TOWN, more particularly set forth in the Articles hereof.

2. COOPERATION/LIAISON

To facilitate this Agreement, COUNTY shall have the full cooperation and assistance of the TOWN's liaison to work with the COUNTY's Planning Zoning and Building Department for the coordination of services and the handling of complaints.

COUNTY's representative/contract monitor during the term of this Agreement shall be the Jon MacGillis, Palm Beach County Zoning Director, whose phone number is (561) 233-5234. TOWN's liaison during the term of this Agreement shall be Mayor David Browning, whose phone number is (561) 985-2103.

3. ADMINISTRATION/IMPLEMENTATION OF AGREEMENT

Oversight of COUNTY's performance of these public services will be performed by the Town Manager or designee, in conformance with the policies of the Town Council. Rendition of service, standards of performance, discipline of officers and employees, and other matters incidental to performance of services and control of personnel shall remain with COUNTY. This Agreement does not make officers and employees of COUNTY agents, employees, or legal representatives of the TOWN, for any purpose whatsoever, and they are in no way authorized to make any contract, agreement, warranty, or representation on behalf of the TOWN, or to create any obligation on behalf of the TOWN.

4. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to §768.28, Florida Statutes.

5. INDEMNIFICATION

The TOWN agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault whether active or passive of the TOWN, or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Agreement. The TOWN's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by negligence or willful misconduct of COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in §768.28(5), Florida Statutes, be waived.

6. INSURANCE

Without waiving the right to sovereign immunity as provided by s. 768.28, F.S.,

the Town acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Town maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Town shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Town agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Town shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the Town of its liability and obligations under this Interlocal Agreement.

The TOWN expressly understands and agrees that any insurance protection furnished by the TOWN in no way limits its responsibility to indemnify and hold harmless COUNTY under the provisions of this Agreement.

7. TERM OF AGREEMENT

This Interlocal Agreement shall be in effect from the date it is executed by both parties to September 30, 2007, and shall be automatically renewed thereafter from fiscal year to fiscal year (October 1 to September 30), unless either party hereto shall notify the other in writing of the party's desire to terminate all or part of this Agreement six (6) months in advance, no later than April 1 of the previous fiscal year. This Agreement shall not be terminated except at the expiration of the contract term, or at the expiration of any renewal, unless agreed upon in writing sixty (60) days in advance of both parties. If neither party gives notice of its intent to terminate the parties shall negotiate the terms of any revisions to the renewal no later than May 15th of each fiscal year. In the event the terms of the renewal are not agreed to, the contract remains in force with the existing terms.

8. LEVEL OF SERVICE

The level of service provided by COUNTY pursuant to this Agreement shall be the same level of service provided by COUNTY for the unincorporated area for each service outlined in this Agreement. COUNTY staff will not attend the TOWN's public hearings or public meetings to carry out this Agreement.

9. ADOPTION OF ORDINANCES

The TOWN shall adopt all ordinances necessary to effectuate this Agreement.

10. NOTICE

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY	THE TOWN
Name:	Name:
Jon MacGillis, Zoning Director	David Browning, Mayor
Address:	Address:
2300 N. Jog Road	P.O. Box 1202
City, State, Zip:	City, State, Zip:
West Palm Beach, Florida 33411	Loxahatchee Groves, FL 33470

11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of COUNTY or the TOWN officers.

12. ANNUAL APPROPRIATION

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

13. PAYMENT FOR SERVICES

COUNTY shall collect all Zoning Fees and Surcharges from applicants. Such fees shall serve as payment for COUNTY'S services.

14. AMENDMENTS

This Agreement may be amended only by formal action of the Board of County Commissioners of COUNTY and the Town Council of the TOWN.

15. REMEDIES

This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be filed in Palm Beach County, Florida.

16. EFFECTIVE DATE

The provisions of this Agreement shall become effective upon the execution of this agreement by both parties.

17. EXECUTION OF AGREEMENT

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which shall constitute one (1) and the same instrument.

18. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

19. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the

respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

20. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties with respect to the matter hereof.

21. BINDING EFFECT

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

22. ASSIGNABILITY

The responsibility for carrying out any responsibility assumed by any party to this Agreement may not be assigned.

23. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect.

ARTICLE II.

ZONING SERVICES

1. ZONING DIVISION

- A. The Zoning Division of the Palm Beach County Planning, Zoning, and Building Department shall provide the following services:
 - (1) Rezoning, conditional use, requested use, development order amendment or abandonment, development of regional impact, and

variance application review services;

- (2) Development Review Officer, Master/Site Plan Certification and Approval;
- (3) Zoning and Landscape review for Building permit process pursuant to Building Services Interlocal agreement;
- (4) Special permit review;
- (5) Concurrency review and determination;
- (6) Provide both written, walk in and telephone information to the public concerning zoning classifications, permitted uses of property, etc.;
- (7) Routine graphic/mapping services utilizing existing base maps, zoning maps, etc.;
- (8) Assignment of street addresses and updates to zoning maps;
- (9) Review administration, and implementation of the Monitoring Program pursuant to Article 2 of the Unified Land Development Code (ULDC);
- B. The Zoning Division shall administer the zoning process for those properties located within the TOWN's municipal boundaries as provided in the TOWN Charter, as may be amended. This process shall consist of sufficiency and technical review of the application for compliance with COUNTY's Comprehensive Plan and the ULDC and preparation of a staff report with appropriate conditions of approval. Additionally, COUNTY shall require the submittal of plans and other information as required by the TOWN to also allow it to review the application.

- C. The Town Manager, or designee, shall attend the Palm Beach County Development Officer ("DRO") meetings on matters within the TOWN for as long as this Agreement remains in place. The Town Manager shall be responsible for placing public hearing items on the Town Council Agenda for their final action. Special permits shall be prepared by COUNTY and forwarded to the TOWN for issuance. The COUNTY shall provide notice to the Town Manager, or designee, of requests that are typically reviewed only by COUNTY staff for administrative approval: special permits, administrative amendments, signature only, zoning confirmation letters, business tax receipts, final DRO applications.
- D. The TOWN will be responsible for setting the date for any public hearings on any matter which will be presented to the TOWN Council for final action. The COUNTY will advise the Town Manager or designee when an application is certified as being complete, and of the need for any public hearing(s) before the TOWN Council, and the Town Manager will advise the COUNTY as to the date(s) for the TOWN Council public hearing(s). The TOWN will be responsible for the preparation of any notice(s) for any public hearing(s) and the necessary advertisement(s) for any public hearing(s). The COUNTY will advise any applicant of the need to submit sufficient stamped envelopes for the notice to be sent to any parties entitled to receive notice by mail. The TOWN will be responsible for preparing any ordinances,

development orders, or other legal documents related to the TOWN Council's consideration of any item presented to the TOWN Council.

E. COUNTY shall be entitled to collect all application and status report fees regarding items (1) through (9) above. The TOWN acknowledges that the application fees do not cover all direct and indirect costs of providing the above services. The TOWN agrees to pay additional compensation to COUNTY to compensate COUNTY for the cost of providing services regarding items (1) through (9) above by authorizing and agreeing that the County shall charge a surcharge to zoning fees collected in the Town to reflect the actual costs of providing services associated with the fees.

IN WITNESS THEREOF, PALM BEACH COUNTY, Florida, has caused this Interlocal Agreement to be executed by the Chair of its Board of County Commissioners and the seal of said Board to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board; and the TOWN OF LOXAHATCHEE GROVES, Florida, has caused this Interlocal Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the TOWN's Clerk, the date and year first written above.

TOWN OF LOXAHATCHEE GROVES

Attest: Town Clerk	By David Borowning Mayor () Sh day of Jone, 2007 (date)
APPROVED AS TO FORM: By Town Attorney	
Attest: SHARON R. BOCK Clerk & Comptroller By:	PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida BOARD OF COUNTYCOMMISSIONERS By Addie L. Greene, Chairperson
APPROVED AS TO FORM AND LEGAL SUFFIENCY: Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS: Executive Director, PZ&B

RESOLUTION REVISING PZ&B FEE SCHEDULE EXHIBIT C

RESOLUTION NO. R-2007-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING RESOLUTION 92-85 AS AMENDED, AMENDING THE OFFICIAL ZONING FEE SCHEDULE BY PROVIDING FOR A SURCHARGE FOR SUCH FEES COLLECTED WITHIN THE TOWN OF LOXAHATCHEE **GROVES**

WHEREAS, the Town of Loxahatchee Groves has entered into an interlocal agreement with the County to have the County provide zoning services to the Town; and

WHEREAS, it has been determined that the zoning fees collected by the County will not fully recoup the cost of providing zoning services to the Town;

WHEREAS, collection of a surcharge on zoning application fees in the Town will allow the County to provide such services in the Town, without burdening the taxpayers of the County;

WHEREAS, in order to collect the surcharge it is necessary to amend the Official Schedule Fees To Be Charged for Zoning Applications, Services and Special Permits as adopted by Resolution 92-85 and amended by Resolution 92-995 and Resolution 99-573.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1: The Official Zoning Division Fee Schedule as adopted by Resolution 92-85 and amended by Resolution 92-995 and Resolution 99-573 is hereby amended to charge a 42% surcharge for such fees collected regarding properties located within the Town of Loxahatchee Groves as provided in Attachment 1.

Section 2: This Resolution shall take effect immediately upon adoption.

The	foregoing	Resolution	was	offered	by	Commissioner
 , w	ho moved its	adoption. The	motion	was secor	nded b	y Commissioner
, ar	nd upon being	put to a vote,	the vote	was as foll	ows:	

	Com Com Com Com	imissioner Adamissioner Jef imissioner Ka imissioner Wa imissioner Ma imissioner Bu imissioner Jes	f Koons, Vic ren T. Marcu arren H. New Iry McCarty rt Aaronson	e Chair us vell	erson	- - - - -				
	The	Chairperson	thereupon	declared	the	Resolut	ion di	uly pa	assed	and
adopted this		day of		, 2007.						
				BEACH D OF COU						ITS
			SHAR	ON R. BO	CK,	CLERK 8	& CON	/PTR	OLLEF	₹
			Ву	:		Deputy	Clark			
		O FORM ANI)			Deputy	CICIK			
LEGAL SUFI	FICIE	NCY		\bigcirc						
By: Assis	stant	County Attorn	ey Z	5						

		ZODĘ	Z	CONING FEES INCLUDING SURCHARGE OF 42%	genman e	ACREAGNEES (
	ZONING REVIEW FEES					
207	Liens and Fines Research	\$ 35.00	1\$	49.70	Per PCN	
380	General Application Submittal	\$ 100.00	\$	142.00	NA	NO
381	Threshold Review	\$ 100.00	\$		NA	NO
382	Advertising (BCC hearings - fee includes two publications)	\$ 79.00	\$	112.18	NA	NO
383	Hearing Continuance / Postponement Fee	\$ 100.00	\$	142.00		NO
384	Rezoning to Standard District	\$ 900.00	\$	1,278.00	NA	\$20.00 per acre rounded up
385	Rezoning to Planned Development District	\$ 1,900.00	\$	2,698.00	NA	\$20.00 per acre rounded up
386	Amendment to Planned Development less than half of the development	\$ 500.00	\$	710.00		\$20.00 per acre (affected area) rounded up
387	Amendment to Planned Development more than half of the development	\$ 1,200.00	\$	1,704.00	NA	\$20.00 per acre (affected area) rounded up
306	Conditional Use "A"	\$ 1,200.00	\$	1,704.00	NA	\$20.00 per acre rounded up
306	Requested Use (Planned Development District)	\$ 1,200.00	\$	1,704.00	NA	NO
388	Conditional Use "B"	\$ 900.00		1,278.00	NA	\$20.00 per acre rounded up
313	Modification to conditions	\$ 400.00	\$		\$400.00 initially + \$100.00 each additional	NO
316	Type II Zoning Variance - Residential (single family or two units)	\$ 250.00	\$	355.00	\$250.00 for 1st variance plus \$25.00 for each additional variance	NO
317	Type II Zoning Variance - Multi-family and Non-Residential	\$ 600.00	\$	852.00	\$600.00 for 1st variance plus \$50.00 for each additional variance	NO
389	Modification to Development Plan (fast tract)	\$ 800.00	\$	1,136.00		\$20.00 per acre (affected area) rounded up
390	Text or Document Change, Site Plan or PDP Change	\$ 75.00	\$	106.50	NA	NO
309	DRI Review and Processing of application for approval	\$ 3,000.00	\$	4,260.00	NA	\$20.00 per acre rounded up
310	Determination of substantial deviation	\$ 1,000.00	\$	1,420.00	NA	NO
311	Annual Report Review	\$ 250.00		355.00	\$250.00 plus \$35.00 each hour in excess of seven hours	NO

des	DESCRIPTION		ZONING	ZONING FEES INCLUDING	COMMENTS	ACREAGE FEE
			FEES	SURCHARGE OF 42%		
391	Additional DRC hearings for Certification prior to or subsequent Board approval		\$ 100.00	\$ 142.00	NA	NO
485 *	Land Development Review for ZC/BCC		\$ 200.00	\$ 284.00	NA	\$15.00 per acre round up (max \$4,700.00)
486 *	Land Development Review for Towers		\$ 150.00	\$ 213.00	NA	NO
488 *	Land Development DRC Postponement		\$ 25.00	\$ 35.50	NA	NO
362	Staff Research - Abandonment		\$ 250.00	\$ 355.00	NA	NO
315	Appeal to Board of County Commissioners		\$ 350.00	\$ 497.00	NA	NO
374	Re-advertisement		\$ 55.00	\$ 78.10	Plus cost of ad	
378	Corrective Resolution - Petitioners error		\$ 175.00	\$ 248.50	Plus \$35.00 per hour	NO
441*	Environmental Evaluation		\$ 50.00	\$ 71.00		NO
312	Reconsideration of Zoning Petitions		\$ 275.00		NA	NO
372	Administrative Inquiry to Board of County Commissioners		\$ 350.00		NA	NO
407	Concurrency Reservation <200 ADT		\$ 235.00		NA	NO
408	Concurrency Reservation >200 ADT	_	\$ 250.00		NA	NO
410	Concurrency Equivalency Determination		\$ 110.00		NA	NO
489 *	School Concurrency - Regular (more than 20 units)		\$ 200.00	\$ 284.00	NA	NO
490 *	School Concurrency - Small (20 units or less)		\$ 100.00	· · · · · · · · · · · · · · · · · · ·	NA	NO
491 *	School Concurrency - Equivalency		\$ 125.00		NA	NO
492 *	School Concurrency - No Impact		\$ 25.00		NA	NO
493 *	School Concurrency - Time Extension Government Delay	_	\$ 75.00		NA	NO
	DEVELOPMENT REVIEW COMMITTEE FEES					
392	1. '	.08				
393	880.	.32				
394	\$ 14.4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	56	\$ 1,976.93		\$ 6,288.23	
395	\$ 884.	.80	\$ 1,981.95			
396	887.	.04	\$ 1,986.97		\$ 6,320.15	
397	\$.28	\$ 1,991.99	\$ 2,828.62	\$ 6,336.11	
487 *		-	\$ -	\$ -	- <u>- </u>	\$
407	\$ 3 S S S S S S S S S S S S S S S S S S	.68	\$ 2,042.16	\$ 2,899.87	\$ 6,495.71	\$ 14,550.40
408	\$13.1 4 (24.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.	92	\$ 2,047.18	\$ 2,907.00	\$ 6,511.67	\$ 14,586.15
410	\$ 2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.	40	\$ 2,057.22	\$ 2,921.25	\$ 6,543.59	
489 *	\$	-	\$ -	\$ -	\$ -	-
490 *		-	\$ -	\$	\$ -	-
491 *		- 1	\$ -	\$ -	\$ -	
492 *	\$	-	\$ -	\$ -	\$ -	\$ -
493 *	\$	-	\$ -	\$ -	\$ -	

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(elopie			FEES!	-		\$ 5,490.23	\$ 12,298.12
344	770.56		1,726.05	_		\$ 5,474.27	The state of the s
343	768.32		1,721.04			\$ 5,506.19	
345	772.80	_	1,731.07	\$		\$ 3,300.19	S
441 *	<u> </u>	\$		ĮΨ		The state of the first of the firs	
	PRELIMINARY DEVELOPMENT PLAN MODIFICATION						
354	PDP simple reduction of units to match site plan	\$_	150.00				NO
398	PDP - reconfiguration of zone boundaries and/or density transfer and unit	\$	350.00	\$	497.00	NA	\$10.00 per acre rounded up
	count changes						
	SITE PLAN AND FINAL SUBDIVISION PLAN MODIFICATION						
357	Site Plan / Final Subdivision Plan Modification - minor dimensional changes,	<u>s</u>	200.00	T\$	284.00	NA	\$20.00 per acre rounded up
007	lot reconfiguration or parking modification] `		,	
359	Site Plan / Final subdivision Plan Modification - major site design	\$	400.00	\$	568.00	NA	\$20.00 per acre rounded up
000	reconfiguration			ľ			
	EXCAVATION PERMITS / ADMINISTRATIVE REVIEW						
0.40		<u> </u>	50.00	T or	71.00	NA	INO
349_	Excavation Permit / Administrative Review - Type 1A, Single family	\$_ \$	50.00 150.00				no (This does not include the
418	Excavation Permit / Administrative Review - Type 1B, Single family, DRC Required	3	150.00	P		INA	DRC submittal fee)
	VEGETATION PROTECTION PERMITS						
399	Vegetation Protection Permits Type I (1-2 units) No Vegetation (verified)	\$	35.00	1\$	49.70	NA	NO
336	Vegetation Protection Permits Type I (1-2 units) Vegetation	\$	50.00			NA	NO
337	Vegetation Protection Permits Type II (3 or more units and Non-residential)		35.00			NA	NO
	No Vegetation (verified)	•		Ι.			<u> </u>
338		\$	125.00	\$	177.50	NA	\$25.00 per acre rounded up
	Vegetation						
	VEGETATION REMOVAL PERMIT INSPECTIONS			•			
340	Vegetation Removal Permit Single Family	\$	25.00	T \$	35.50	Per Inspection	
341	Vegetation Removal Permit Multi-Family and Non-residential	\$	50.00			Per Inspection	
342	Vegetation Removal Permit Bona Fide Agriculture	\$	50.00			Per Inspection	
	LANDSCAPE PLAN REVIEW			•			
344	Landscape Plan, Initial Review	<u> </u>	75.00	\$	106.50	NA	\$8.00 per page
343	Landscape Plan, Revisions	\$	30.00				\$8.00 per page
345	Alternative Landscape Plan	\$	75.00				\$8.00 per page
0-10	Landscape Field Inspection / Re-Inspection	† `	NC	\$		NA	
346	Landscape Field Inspection - Second inspection	\$	50.00				NO

	DESGRIPTION	CONTROL CONTRO	SURCHARGE OF 42%	#32 95 15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The state of the second st
348	Landscape Field Inspection - Third and each subsequent inspection	\$ 75.00			NO
506 *	Completion Agreement	\$ 50.00	\$ 71.00	NA	NO
	EXCAVATION INSPECTIONS				
350	Excavation Inspections Single Family, Type 1A & 1B	\$ 25.00		Per Inspection	
351	Excavation Inspections Bona Fide Agricultural	\$ 50.00	\$ 71.00	Per Inspection	
	SPECIAL PERMITS				
318	Certificate of Conformity	\$ 500.00			NO
319	Grass Parking	\$ 250.00			NO
320	Shared Parking	\$ 350.00			NO
322	Caretaker/Security Quarters	\$ 350.00		<u> </u>	NO
323	Amateur, C.B. and TV Antenna	\$ 35.00	\$ 49.70		NO
420	Advertising Balloon (per event)	\$ 40.00	\$ 56.80		NO
421	Temporary Sign announcing a campaign drive or civic event	\$ 200.00	\$ 284.00		NO
422	Temporary Sign for Grand Opening	\$ 150.00			NO
423	Temporary Sign for Residential Development	\$ 250.00	\$ 355.00		NO
325	Radio Tower Accessory to Agricultural Use	\$ 350.00	\$ 497.00		NO
424	Stand for the Sale of Agricultural Products	\$ 125.00	\$ 177.50		NO
327	Temporary Amusements Srides, Carnivals, Revival Tents, Bazaars, and	\$ 350.00	\$ 497.00	NA	NO
	Temporary Open Auctions				
329	Non-Retail Greenhouse Nursery	\$ 350.00			NO
328	Temporary Christmas Tree Sales	\$ 350.00	\$ 497.00		NO
330	Glades Area Economic Development Overlay	\$ 350.00			NO
331	Mobile Home Accessory to Agricultural Use	\$ 150.00			NO
332	Mobile Home as Security or Temporary Office	\$ 400.00			NO
333	Mobile Home while constructing SFD	\$ 150.00			NO
425	Air Curtain Incinerator	\$ 350.00			NO
426	Mobile Sales	\$ 125.00			NO
427	Bed and Breakfast	\$ 350.00			NO
428	Temporary Agricultural Operation	\$ 400.00			NO
429	Recycling Collection Bin (Renewed Annually)	\$ 125.00			NO
430	Mobile Medical or Professional Unit (Renewed Annually) per location	\$ 350.00			NO
334	Adult Entertainment Establishment	\$ 500.00			NO
435	Temporary Film Permit	\$ 350.00			NO
436	Private Stable	\$ 150.00	\$ 213.00	NA	NO

	PROJECT (PROJECT)	2 - Zoninda 3 - Zoninda	ZONING FEES INCLUDING SURCHARGE OF 42%	(40)/N/E/FE	
	ADMINISTRATIVE VARIANCE				
316	Type IAResidential (single family or two units)	\$ 250.00	\$ 355.00	\$250.00 for 1st variance plus \$25.00 for each additional variance	NO
317	Type 1BMulti-family and Non-Residential	\$ 600.00	\$ 852.00	\$600.00 for 1st variance plus \$50.00 for each additional variance	NO
	FEE FOR SERVICES				
314	Appeal to Hearing Officer	\$ 350.00			NO
315	Appeal to Board of County Commissioners	\$ 350.00			NO
432	Appeal to Development Review Appeal Board	\$ 100.00		NA	NO
362	Staff Research	\$ 35.00	· ·	Per Hour	NO
366	Unity of Title for Mobile Homes (acceptance or release)	\$ 55.00	\$ 78.10	NA	NO
367	Unity of Title or Control (acceptance)	\$ 55.00		NA	NO
368	Unity of Title or Control (release)	\$ 150.00		NA	NO
375	Zoning Confirmation without Map Plotting	\$ 35.00		NA	
376	Zoning Confirmation with Map Plotting	\$ 35.00	\$ 49.70	Plus \$35.00 per hour	NO

NOTES: All Fees are cumulative per each request, use or application.

Any process or fee not referenced on this schedule, contact The Zoning Division at 233-5200.

* Indicates fees collected for other agencies as part of the review process for zoning.

All Fees to be calculated based on the effected area only.

All SF figures are total gross building floor area.

CLF's use the non-residential fees.

PDP includes Regulating Plan, Phasing Plan and Master Sign Plan.

Multiple requests - \$20.00 per acre fee to be calculated once only, based on the maximum effected area.

Payment of all fees required prior to acceptance of application.

Final fee subject to approval by the Zoning Director.

**Full Cost Fee - Cost is 142% of the base application fee to cover costs of PBC Zoning Division for processing application.

U:\zoning\ADMIN\Shared Information\Fee Schedules\Loxahatchee Groves Fee at 142% 5-31-07.xls