



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING AGENDA
Tuesday, January 20, 2015

Mayor David Browning (Seat 4)

Vice Mayor Ronald D. Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)



Town of Loxahatchee Groves Town Council Meeting

Tuesday, January 20, 2015 - 7:00 p.m. to 10:30 p.m.

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

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

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

Town Manager William F. Underwood, III
Town Clerk Janet K. Whipple
Town Attorney Michael D. Cirullo, Jr.

Tentative
Subject to Revision

PUBLIC NOTICE/AGENDA

1. **OPENING**

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

2. **CONSENT AGENDA**

- a. Minutes:
 - November 4, 2014, Regular Town Council Meeting

3. **PUBLIC COMMENTS**

4. **PRESENTATIONS**

- a. Ms. Andrea Green, Loxahatchee Groves Elementary School's PTO President would like to make a presentation concerning the School's Annual Spring Carnival and Silent Auction on May 15, 2015.

5. **COMMITTEE REPORTS** - NONE

6. RESOLUTIONS

a. **RESOLUTION NO. 2015-05:** *(Loxahatchee Groves Commons Site Plan)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS SITE PLAN, FOR LAND OWNED BY ERNEST G. SIMON, AS TRUSTEE OF TRUSTS "A" AND "B" U/W/O ALEXANDER ABRAHAM SIMON, CONSISTING OF 21.73 ACRES MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **RESOLUTION NO. 2015-06:** *(Black Baud Financial System Software)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND BLACKBAUD, INC., FOR MUNICIPAL FINANCIAL SYSTEM SOFTWARE AS A SERVICE (SAAS); AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

c. **RESOLUTION NO. 2015-07:** *(Renewal of Local Mitigation Strategy Agreement)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES APPROVING AND ADOPTING THE 2015 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES

QUASI JUDICIAL ORDINANCES

a. **ORDINANCE NO. 2013-09: QUASI JUDICIAL / PUBLIC HEARING
SECOND AND FINAL READING** *(Loxahatchee Groves Commons)*

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 21.73 ACRES, MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT "A" TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION COMMERCIAL LOW PLANNED UNIT DEVELOPMENT (CL/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **ORDINANCE NO. 2013-10: QUASI JUDICIAL / PUBLIC HEARING**
SECOND AND FINAL READING (*Loxahatchee Groves Town Center*)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 90.33 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT "A" TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING ORDINANCES

c. **ORDINANCE NO. 2014-08: PUBLIC HEARING/2ND FIRST READING**
(Okeechobee Boulevard Corridor Moratorium (Tabled At First Reading On 12/02/2014).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR A MORATORIUM UNTIL MAY 31, 2015, ON THE PROCESSING AND REVIEW OF APPLICATIONS FOR AMENDMENTS TO THE TOWN'S COMPREHENSIVE PLAN, INCLUDING FUTURE LAND USE MAP AMENDMENTS AND TEXT AMENDMENTS, RELATING TO COMMERCIAL LAND USES ON PROPERTIES FRONTING ON OKEECHOBEE BOULEVARD WITHIN THE CORPORATE BOUNDARIES OF THE TOWN AS OF DECEMBER 2, 2014; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

d. **ORDINANCE NO 2015-01: PUBLIC HEARING/FIRST READING**
(Wildlife)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE TOWN'S UNIFIED LAND DEVELOPMENT CODE; AMENDING PART I, ENTITLED "ADMINISTRATION AND DEFINITIONS," ARTICLE 10 ENTITLED "DEFINITIONS, ABBREVIATIONS, AND CONSTRUCTION OF TERMS", SECTION 10-015, ENTITLED "DEFINITIONS," TO AMEND THE DEFINITION OF WILDLIFE PETS, AND TO DELETE THE DEFINITION OF WILDLIFE PETS FROM PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 20 ENTITLED "RESIDENTIAL ZONING DISTRICTS," SECTION 20-010, ENTITLED "GENERAL PROVISIONS", SECTION (B), ENTITLED "ANIMALS AND LIVESTOCK"; TO AMEND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 20 ENTITLED "RESIDENTIAL ZONING DISTRICTS," SECTION 20-015, ENTITLED "PERMITTED USES" AND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 25 ENTITLED "COMMERCIAL ZONING DISTRICTS," SECTION 25-015, ENTITLED "PERMITTED USES," AND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 40

ENTITLED “CONSERVATION DISTRICT,” SECTION 40-015, ENTITLED “PERMITTED USES” TO CLARIFY THAT AVICULTURE USE IN THE AGRICULTURAL RESIDENTIAL ZONING DISTRICT, EXHIBITION OF WILDLIFE PETS IN THE COMMERCIAL AND COMMERCIAL LOW ZONING DISTRICTS, AND WILDLIFE OBSERVATION IN THE CONSERVATION DISTRICT ARE PERMITTED AS REGULATED BY STATE LAW; TO DELETE PART III, ENTITLED “SUPPLEMENTAL REGULATIONS,” ARTICLE 80 ENTITLED “CONDITIONAL USES,” SECTION 80-045, ENTITLED “EXHIBITION OF CLASS I AND CLASS II WILDLIFE”, AND SECTION 80-050, ENTITLED “AVICULTURE”; PROVIDING FOR INTENT OF THE TOWN TO COMPLY WITH THE STATE’S PREEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- a. **AGENDA ITEM REPORT (AIR)** - Updates on various activities and issues concerning the Town.
- b. Fire Rescue Annual Report, October 1, 2013 thru September 30, 2014.

9. OLD BUSINESS – *None*

10. NEW BUSINESS

- a. Consideration to provide a waiver to Damian Marrero and Wendy Pimentel to seek permit for trailer, septic and water while tree mitigation issues are being resolved. (*requested by Mayor Browning*)
- b. Consideration requesting a motion for Council to authorize Staff to prepare a resolution welcoming Commissioner Melissa McKinlay (District 6) to the Palm Beach County Board of County Commissioners, and a letter thanking Former Commissioner Jesse Santamaria for his services. (*requested by Vice-Mayor Jarriel*)

11. CLOSING COMMENTS

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

12. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for February 3, 2015.

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



Item 2.a.

Consent Agenda

Minutes

November 4, 2014



Town of Loxahatchee Groves
Town Council Meeting

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

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

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

Town Manager William F. Underwood, II
Town Clerk Janet K. Whipple
Town Attorney Michael D. Cirullo, Jr.

MINUTES

1. OPENING

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. In attendance were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen, Ryan Liang and Jim Rockett. Also in attendance were Town Manager Bill Underwood, Town Attorney Mike Cirullo, and Town Clerk Janet K. Whipple. Councilman Tom Goltzené was not present at this time.

- b. Pledge of Allegiance & Invocation – Mayor Browning
c. Approval of Agenda

Motion: Councilman Liang made a motion to approve the Agenda, as presented. Vice-Mayor Ron Jarriel seconded the motion. Upon vote, the motion passed 4/0.

2. CONSENT AGENDA

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

b. Minutes:

a. **August 5, 2014, Regular Town Council Minutes**

b. **August 19, 2014, Town Council Workshop Minutes**

Motion: Councilman Rockett made a motion to approve the Consent Agenda, as presented. Councilman Liang seconded the motion. Upon vote, the motion passed 4/0.

3. PUBLIC COMMENTS

Dennis Lipp, 13402 North Road and Chair for the Planning & Zoning Board, congratulated Mayor Browning and resident Dr. Bill Louda for their participation during the Palm Beach County Board of County Commission Meeting concerning the Minto West Development Project. Mr. Lipp asked Council if the Town Attorney could participate in a program called ALERTS (no reference to full title). He also noted residents who were in support of the Minto Project.

Bill Louda, 1300 E Road, spoke on Minto and his involvement with the ALERTS group. He requested Council pass a resolution against the five (5) Palm Beach County Commissioners who have no regard for the current residents.

4. PRESENTATIONS

- a. Loxahatchee Groves Girl Scout Troop No. 20673 will be announcing a Thanksgiving Food Drive to benefit the children of the Loxahatchee Groves Elementary School. (*Frank Schiola*)

Frank Schiola and his wife Tracy, along with Girl Scout Troop 20673, attended the Council Meeting to announce the Loxahatchee Groves Thanksgiving Food Drive. A bin will be placed in the Town Hall office on Wednesday, November 5th for donations, and it was noted the food will stay within Loxahatchee Groves. For monetary contributions, checks can be made out to the Loxahatchee Groves Elementary School.

5. COMMITTEE REPORTS

- a. Virginia Standish, Chair of the Finance Advisory & Audit Committee (FAAC) to present the Financials Ending July August, and September FY 2014. She will also provide an update on the municipal Software System search.

b.

Virginia Standish, Finance Audit Advisory Committee (FAAC) member, was not able to give a Financial Report due to software issues. Concerning the Software System; none of the companies could answer whether they were government compliant. There may be an adjustment in price.

Town Manager Underwood noted the reason for the software problem was caused by moving from one system to another.

6. RESOLUTIONS

- a. **RESOLUTION NO. 2014-16:** *(Support for Treasure Coast Regional Planning Council)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, STRONGLY OBJECTING TO RECENT ACTION TAKEN BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO WITHDRAW PALM BEACH COUNTY FROM THE TREASURE COAST REGIONAL PLANNING COUNCIL AND TO REQUEST MEMBERSHIP IN THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL INSTEAD; AND STRONGLY SUPPORTING THE COUNTY'S CONTIUNED MEMBERSHIP IN THE TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING FOR DISTRIBUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Town Manager Underwood explained the background for the purpose of this resolution to support the Treasure Coast Regional Planning Council (TCRPC).

Town Attorney Cirullo read the title of Resolution No. 2014-16.

Motion: Councilman Rockett made a motion to approve Resolution No. 2014-16. Councilman Liang seconded the motion. Discussion.

Bill Louda, 1300 E Road, felt it was ridiculous to pull away from the TCRPC, and hopes the State will have a say-so.

Upon roll call vote, the motion passed 4/0.

- b. **RESOLUTION NO 2014-17:** *(Authorizing 6th Court North Equestrian Trail Improvements)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE 6TH COURT NORTH EQUESTRIAN TRAIL IMPROVEMENTS; FINDING THAT FURTHER COMPETITIVE BIDDING IS NOT IN THE BEST INTEREST OF THE TOWN AS PROVIDED IN ORDINANCE 2008-09; AWARDDING THE CONTRACT TO C & C LOADER SERVICES FOR THE 6TH COURT EQUESTRIAN TRIAL IMPROVEMENTS AND AUTHORIZING THE EXPENDITURE OF TWENTY EIGHT THOUSAND THREE HUNDRED DOLLARS (\$28,300) FOR SUCH WORK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO PROCEED WITH THE WORK; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood provided background and a recommendation.

Town Attorney Cirullo stated this resolution was being presented because the cost of the project was over \$25,000.

Motion: Councilman Rockett made a motion to approve Resolution No. 2014-17. Vice-Mayor Jarriel seconded the motion. Discussion.

Town Attorney Cirullo read the title of Resolution No. 2014-17.

Council discussed bid costs, steel gates versus aluminum and the cost difference.

Members of the audience expressed their opinions.

Upon roll call vote, the motion failed 0/4.

Motion: Vice-Mayor Jarriel made a motion to accept the low bid without the aluminum gate alternative. Councilman Liang seconded the motion. Upon vote, the motion passed 4/0.

7. ORDINANCES

- a. **ORDINANCE NO. 2014-06: PUBLIC HEARING/FIRST READING:** *(Day Property-Land Use Plan Amendment)*

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AMENDMENT 14-2(SS) TO THE TOWN OF LOXAHATCHEE GROVES COMPREHENSIVE PLAN, CONCERNING A SMALL-SCALE LAND USE PLAN AMENDMENT APPLICATION PROPOSED BY THE OWNERS OF THE PROPERTY, WILLIE H. AND FRANKIE J. DAY TO CHANGE THE DESIGNATION OF THE SUBJECT USE OF LAND FROM RURAL RESIDENTIAL (1 DU PER 5 ACRES) TO COMMERCIAL LOW TO ACCOMMODATE THE FUTURE DEVELOPMENT OF A MAXIMUM OF 9.3 ACRES OF COMMERCIAL USES LOCATED AT THE SOUTHWEST CORNER OF OKEECHOBEE BOULEVARD AND FOLSOM ROAD, LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR AMENDMENT TO THE COMPREHENSIVE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood explained Ordinance No. 2014-06.

Town Attorney Cirullo mentioned the publication of Ordinance No. 2014-06 then proceeded to read the title.

Motion: Councilman Liang made a motion to approve Ordinance No. 2014-06 on first reading. Vice-Mayor Jarriel seconded the motion. Discussion.

Council discussed with Mr. Kerry Kilday, from Urban Design Kilday, the Floor to Area Ratio (FAR) on the original Comprehensive Plan, current design plans of September 3, 2014, and background, and traffic calming devises.

Members of the audience also expressed their opinions on traffic calming devises, FAR extending to adjoining properties, proposed lanes on Okeechobee Boulevard, concern with additional footage clause in agreement, a question on deed restrictions, Folsom Road being designed to look like parkland rather than a thoroughfare, and the danger Folsom Road entails as far as safety issues and noise levels.

Town Attorney Cirullo responded to a question from the audience, that there will be deed restriction on second reading.

Upon roll call vote, the motion passed 4/0.

- b. **ORDINANCE NO. 2014-07: PUBLIC HEARING/FIRST READING:** (Day Property – Rezoning)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AMENDMENT REZ 14-02 TO THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE, CONDERNING A REZONING APPLICATION PROPOSED BY THE OWNERS OF THE PROPERTY, WILLIE H. AND FRANKIE J. DAY TO CHANGE THE ZONING DESIGNATION OF THE SUBJECT PROPERTY FROM AGRICULTURAL RESIDENTIAL (AR) TO COMMERCIAL LOW (CL) TO ACCOMMODATE THE FUTURE DEVELOPMENT OF A MAXIMUM OF 9.3 ACRES OF COMMERCIAL USES LOCATED AT THE SOUTHWEST CORNER OF OKEECHOBEE BOULEVARD AND FOLSOM ROAD, LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR AMENDMENT TO THE ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo read the title of Ordinance No. 2014-07, and announced the date of second reading.

Motion: Councilman Rockett made a motion to approve Ordinance No. 2014-07 on first reading. Councilman Liang seconded the motion. Discussion.

Members of the audience expressed their opinion.

Mayor Browning read additional Comment Cards.

Upon roll call vote, the motion passed 4/0.

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

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

Town Manager Underwood elaborated on items listed on his report.

Council expressed comments concerning items on the Manager's Report.

9. **OLD BUSINESS** - *NONE*

10. **NEW BUSINESS**

- a. Consideration for approval of Equestrian Signs designed and approved by the Roadway, Equestrian Trails and Greenway Committee (RETGAC).

Town Attorney Cirullo presented the background on the RETGAC decision.

Motion: Councilman Rockett made a motion to approve the design and purchase of the equestrian signs. Councilman Liang seconded the motion.

Upon vote, the motion passed 4/0.

- b. Consideration for approval to authorize the Town Attorney to draft a referendum to be placed on the March 2015, Town Municipal Election removing all Election criteria from the Charter.

Town Manager Underwood explained why election criteria should be removed from the Town Charter.

Motion: Vice-Mayor Jarriel made a motion to approve authorizing the Town Attorney to draft a referendum removing election criteria from the Town Charter. Councilman Liang seconded the motion. Discussion.

Town Attorney Cirullo, responding to questions from the Council concerning additional items that also could also be place on the 2015 ballot as referendums; stated Council would need to provide direction expeditiously as there is a deadline to have ballot language for the Supervisor of Elections.

Council also included debt/borrowing and roads to be placed on the ballot as referendums. These were then included with the original motion and second.

Council discussed forming a Charter Review Committee.

Upon vote, the motion passed 3/1 with Councilman Rockett dissenting.

- c. Consideration to place the Roadway, Equestrian Trail, and Greenway Advisory Committee (RETGAC) on hiatus.

Town Manager Underwood congratulated the RETGAC and he addressed needing a little more direction from the Council as to the Committee's purpose. He also recommended the committee be put on hiatus temporarily, until the road surveys have been completed.

Motion: Councilman Rockett made a motion to instruct the Town Attorney to review and clarify the role of the RETGAC resolution, and to place the Committee on hiatus. Vice-Mayor Jarriel seconded the motion.

Council discussed RETGAC meeting conduct.

Mayor Browning also requested the role of the Council liaison be included.

Keith Harris stated the Committees resolution is a narrative and serves at the pleasure of Town Council. The board wishes to serve.

Upon vote, the motion passed 4/0.

Councilman Liang had reviewed the video of the RETGAC meeting of concern, and he was disappointed, as well, in the behavior. He exercised his right to replace hi appointee, Keith Harris, be removed as a member of the RETGAC as well as the Planning and Zoning Board/Local Planning Agency (P&Z/LPA). Councilman Rockett seconded the motion. . 4/0 approved????

Town Attorney Cirullo stated this decision had to be made in the form of a motion.

Motion: Councilman Liang made a motion to remove his appointee Keith Harris from the RETGAC and the P&Z/LPA.

Town Attorney Cirullo stated he would have to get back with Councilman Liang concerning the P&Z/LPA as that was statutory, but the removal from the RETGAC could be done by resolution.

Councilman Liang restated his motion to remove his appointee, Keith Harris from the RETGAC. Councilman Rockett seconded the motion.

Upon vote, the motion passed 4/0.

11. CLOSING COMMENTS

a. Public

Bill Louda, 1300 E Road, requested a vote of no confidence ill louda wantas a vote of no confidence of pb county commissioners. Also (listen)

b. Town Attorney

Town Attorney Cirullo responded, *Go Gators*.

c. Town Council Members

Councilman Rockett thanked everyone for coming.

Councilman Liang thanked everyone for coming, *Go Gators*, and expressed his condolences to Town Manager Underwood and his family.

Vice-Mayor Jarriel appreciated Palm Beach County Commissioner Shelley Vana and others who spoke at the Minto meeting, for looking out for Loxahatchee Groves.

Town Manager Underwood asked if Council wanted Staff to send an appreciation letter to Commissioner Vana, on behalf of the Council.

Mayor Browning acknowledged that it was a consensus of Council to send the letter.

Mayor Browning elaborated on other items such as additional traffic lights at D and Okeechobee Boulevard, two (2) horse crossings, and land under to Palm Beach County Board of County Commissioners jurisdiction at the Chamber building, should the Town purchase of lease the land. The Commissioners stated they would work with the Town. Mayor Browning thanked everyone for coming, and hoped residents could work with Minto, but if they choose not to, to consider the ALERT organization.

12. ADJOURNMENT

There being no further business to come before the town Council, Mayor Browning adjourned the meeting at 8:52 p.m.

Janet K. Whipple, Town Clerk

David Browning, Mayor

These minutes were approved during the January 20, 2015 Town Council Meeting.



Item 4.a.

PRESENTATIONS

**Loxahatchee Groves Elementary School's Spring Carnival and Silent
Auction**

**Town of Loxahatchee Groves, FLORIDA
Town Council AGENDA ITEM REPORT**

AGENDA ITEM No. 4.a.

MEETING DATE: 01/20/2015

PREPARED BY: Janet K. Whipple, Town Clerk

SUBJECT: Loxahatchee Groves Elementary School's PTO Annual Spring Carnival and Silent Auction.

1.BACKGROUND/HISTORY

Problem Statement: The LGES's PTO will be sponsoring its Annual Spring Carnival and Silent Auction as a family activity in order to have fun, as well as, raise money for their students.

Problem Solution: Authorize a contribution to the LGES's PTO Annual Spring Carnival and Silent Auction.

2.CURRENT ACTIVITY

The Town has donated \$500.00 in the past years for support.

3.ATTACHMENTS

Information/Request letter from the Loxahatchee Groves Elementary School PTO.

4.FINANCIAL IMPACT

This donation will come out of the General Fund/Special Events/Other Unscheduled Events (001-511-820-000). The current balance in that line item is \$1,281.75.

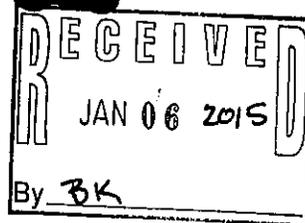
5.RECOMMENDED ACTION

Request Council consider a donation to the Loxahatchee Groves Elementary School's PTO Spring Carnival and Silent Auction.



Loxahatchee Groves Elementary School PTO

16020 Okeechobee Blvd
Loxahatchee, FL 33470
loxahatcheelionspto@yahoo.com
Phone: 561-904-9200 Fax: 561-904-9250



Dear Business Partner;

On Friday, May 15, 2015, Loxahatchee Groves Elementary School's PTO will be sponsoring its Annual Spring Carnival and Silent Auction. This carnival is a family activity that brings everyone from our school and surrounding communities together for a day of family fun while also raising money for our students.

For our Carnival to be successful we are asking for your help by making a tax-deductible donation in the form of a monetary donation, sponsoring a ride or donating items for our Silent Auction! Any donations would be greatly appreciated and the PTO will acknowledge your business in our Carnival Appreciation Brochure that is handed out to the approximately 1,500-2,000 people who attend.

If you choose to sponsor a ride they range in price from \$250-\$650 and a sign will be placed by the ride to show your sponsorship. If you choose to make a monetary donation of \$300 or more, you will receive a beautiful plaque to hang in your place of business. Silent Auction items will have a donation card with your name on it next to the item!

Please know that any help you give us will ultimately help the children at our school. All profits and money raised go directly to our teachers and students to provide resources and items that are in much need.

Thank you in advance for your time and consideration! If you have any questions please contact the PTO at 561-904-9238 and if you have chosen to support our Spring Carnival, please send your donation to the school, Attn: PTO, by Friday, May 1, 2015.

Sincerely,

Andrea Green
LGES PTO President



Item 6.a.

RESOLUTIONS

Resolution No. 2015-05

Loxahatchee Groves Commons Site Plan

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM No. 6.a.

MEETING DATE: January 20, 2015

PREPARED BY: William F. Underwood, II

SUBJECT: Proposed Site Plan SP 2014-02 Approval for Loxahatchee Groves Commons

1.BACKGROUND/HISTORY

Problem Statement: The applicant has requested Site Plan approval for Loxahatchee Groves Commons. The assignment of a Commercial Low Planned Unit Development (CL/PUD) zoning designation to implement the previously assigned CL FLU designation is to be considered earlier at the January 20, 2015 Council meeting.

Problem Solution: Consider approval of Resolution 2015-05. The resolution may only be considered if Ordinance 2013-09 is approved on Second Reading earlier in the meeting.

2.CURRENT ACTIVITY

The PZB at its meeting on December 18, 2014 recommended approval of application SP 2014-02

3.ATTACHMENTS

1. Staff Report SP Application 2014-02
2. Resolution 2015-05

4.FINANCIAL IMPACT

SP Application 2014-02 is funded by the Applicant through the Town's Cost Recovery System.

5.RECOMMENDED ACTION

Approval of Resolution 2015-05.

**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL
January 20, 2015**

**AGENDA ITEM STAFF SUMMARY:
Loxahatchee Groves Commons Site Plan Review (SP 2014-2)**

A. Site and Applicant Information

Project Name	Loxahatchee Groves Commons Site Plan Approval
Project No.	SP 2014-02
Agent	Bob Bentz, Managing Partner, Joe Lelonek, Jeff Zito, Atlantic Land Investments LLC
Applicant	Big Dog Ranch Rescue, Inc.
Owner	Ernest G. Simon Trust
Parcel Control No.	41-41-43-31-09-000-0020
Location	Northwest corner of Southern Boulevard and "B" Road
Size (Acreage)	21.73 acres
Zoning	Commercial Low Planned Unit Development (CL/PUD)
Future Land Use	Commercial Low
Existing Use	Vacant/undeveloped
Approved Use	No prior approvals
Proposed Use	94,655 sq. ft. shopping center

B. Adjacent Properties (Existing Use, Future Land Use and Zoning)

LAND USE	NORTH	SOUTH	EAST	WEST
EXISTING USE	Vacant/ Undeveloped	Southern Boulevard followed by C-51 Canal	"B" Road followed by vacant/ Undeveloped	Vacant/ Undeveloped
APPROVED USE	Palm Beach State College campus	Southern Boulevard	Comprehensive Plan: 103,000 sq. ft. of retail, 44,000 sq. ft. of office and 128 CLF beds.	Palm Beach State College campus
FUTURE LAND USE	RR 5 (Rural Residential 5)	N/A	Multiple Land Use (MLU)	RR 5 (Rural Residential 5)
ZONING	AR (Agricultural Residential)	N/A	Multiple Land Use Planned Unit Development (MLU/PUD)	AR (Agricultural Residential)

C. Submitted Support Documents

ITEM	CONTENT
Site Plan	Tabular computations, location and height of structures, floor area by use, vehicular circulation system and connections to public r-o-w, adjacent public and private r-o-w, location of trash and garbage disposal system, location, dimensions, clearances and access of parking and loading areas, areas for emergency vehicles, location of drainage features, and location, size and design of signs.
Engineering Plans	Water and wastewater provider and drainage maintenance entity, traffic impact analysis, FDOT Pre-Application Letter, Drainage Statement, Preliminary Surface Water Management Calculations, Building and Structure Finish Floor Elevations, Schematic Paving and Stormwater Management Plans, Schematic Water and Sewer Plan, Existing Fire Hydrant Locations.
Architectural Plans	Floor Plans and Elevations for Grocer, Junior Anchor and Local Retail Spaces.
Service Provider Letters	Palm Beach County Water Utilities, South Florida Water Management District, Loxahatchee Groves Water Control District, Florida DOT.
Natural Features Inventory	Vegetation Inventory, Soils, Significant Habitats, Surface Waters and Wetlands
Landscape Plans	Tree Inventory, Mitigation Plan, Landscape Plan

D. Narrative Information

1. Property History

The 21.73 acre property, located at the northwest corner of Southern Boulevard and “B” Road in Loxahatchee Groves, consists of a single parcel. The property was originally a part of the 96.73 acre “Simon Property” which was assigned a Multiple Land Use (MLU) future land use designation by the Town in 2011 (Ref: Ordinance 2011-15) for the purpose of implementing a mixed-use development concept consisting of the following three land uses: Rural Residential 5 (RR 5), Commercial Low (CL) and Commercial Low Office (CL-O).

Subsequent to the MLU approval, Palm Beach State College (PBSC) entered into a contract with the owner to purchase a 75 acre portion of the parcel for the purpose of developing a PBSC branch campus. In order to allow the PBSC proposal to proceed, a Future Land Use Map amendment was approved by the Town (Ordinance 2012-04) rescinding the MLU future land use designation on the entire 96.73 acre property and assigning an RR-5 designation to 75 acres of the property (PBSC parcel) and a CL designation to the balance (21.73 acre subject site). This action allowed the PBSC branch campus (75 acres) and a shopping center (21.73 acres) to be developed on the 96.73 acre “Simon Property”.

In order to accommodate the sale of the 75 acre portion of the property to PBSC, it was necessary to split the 96.73 acre property. A boundary plat, approved by the Town in October 2012 (Resolution 2012-17) accomplished the lot-split.

An application for rezoning to Commercial Low Planned Unit Development (CL/PUD) was approved by the Town Council on First Reading of Ordinance 2013-09. Second reading of the ordinance is scheduled for December 2014 or January 2015.

2. Summary of Request

The Town's Planned Unit Development (PUD) ordinance requires a Conceptual Master Plan to be approved as part of the PUD. The Conceptual Master Plan consists of a 94,665 retail shopping center including the following mix of uses: Main Retail – 63,558 sq. ft.; Agricultural sales - 19,097 sq. ft; Drive-in Bank Outparcel – 4,000 sq. ft.; Fast-food Restaurant with Drive-thru Outparcel - 4,000 sq. ft.; and Retail Building Outparcel (4,000 sq. ft.) In addition, screened outdoor storage and display (16,000 sq. ft.) and unscreened display (3,400 sq. ft.) areas are proposed.

The following descriptions summarize the proposed development components:

- Major Anchor: Retail Grocery (46,031 sq. ft.)
- Minor Anchor: Agricultural Indoor Sales (19,097 sq. ft. building) + 16,000 sq. ft. enclosed outdoor storage and display area + 3,400 sq. ft. open outdoor display area)
- Inline Local Retail (17,527 sq. ft.)
- Three Outparcels (Fast-food – 4,000 sq. ft., + Bank – 4,000 sq. ft. + Retail – 4,000 sq. ft.)
- Other Features of Note: Preserve/Passive_Park (0.72 acres) + Lake Tract (5.40 acres) + Dry Retention Areas (0.94 acres) + Equestrian Trail + Connectivity with future Palm Beach College + “B” Road Improvements.

E. Staff Finding and Recommendation

Staff finds the proposed site plan consistent with the Town's Comprehensive Plan and land development regulations, subject to: (1) rezoning of the property to CL/PUD by the Town Council per Ordinance 2013-09, including the Final Conditions of Approval included therein and Site Plan 2014-02 Conditions of Approval included in Attachment B

F. Planning and Zoning Board (PZB) Recommendation

The PZB, at its meeting on December 18, 2014, voted to recommend approval of SP 2014-02 by a 2 – 1 vote.

G. Staff Review Summary

1. Adjacent Land Uses

Direction	Existing/Approved Uses	Potential Issues
North	Approved Palm Beach State College campus	None – Buffers, screening and connectivity to be provided
South	Southern Boulevard followed by the C-51 Canal	None – FDOT approved access improvements to be provided
East	“B” Road followed by approved MUPD: Groves Town Center - 103,000 sq. ft. of retail, 44,000 sq. ft. of office and 128 CLF beds.	None – B Road improvements to address drainage, access and connectivity issues
West	Approved Palm Beach State College campus	None – Buffers, screening and connectivity to be provided

2. Infrastructure Impacts

Infrastructure Service	Summary
Water/wastewater	Property can be served by County central water/wastewater along Southern Boulevard. Applicant currently coordinating a Standard Developers Agreement (SDA) with PBCWUD. An executed SDA will be presented to the Town within 30 days of Site Plan Approval by the Town
Surface Water Management	Drainage statement and Engineering Plans provided. The drainage system will consist of a dry detention areas, lakes, inlets and culverts. Legal positive outfall provided by discharge to the C-51 Canal. A control structure will regulate discharge to C-51 Canal to not exceed the 25-Year Storm, 3-Day Event criterion established by SFWMD.
Solid Waste Disposal	Solid Waste Authority letter confirms disposal capacity available. Applicant must execute contract with private hauler for collection.
Transportation	Palm Beach County Traffic Division has issued a TPS Review indicating that the proposed development meets the Traffic Performance Standards of Palm Beach County, subject to conditions which are incorporated within the Conditions of Approval. A Traffic Equivalency Letter has been supplied by the Applicant’s Engineer indicating that final Site Plan revisions will not generate additional traffic above previous approvals and therefore meet County TPS Standards.
Parks and Recreation	LOS Standards not Applicable – Commercial land use and zoning; however a 0.72 acre preserve/passive park and multi-use trails around the lake have been included in the Site Plan.
Public Schools	Not Applicable – Commercial land use and zoning
FIRE/EMS	Letter from Palm Beach County Fire/Rescue indicating an estimated response time less than the average for the nearest station.

3. Environment

Item	Summary
Natural Resources	<p>An Environmental Assessment Report (EAR) was prepared in June of 2012 by EW Consultants as part of Future Land Use Amendment Application 2012-01. No animal species listed as protected by federal, state or local environmental regulatory agencies, nor any signs of such animals were observed on the property.</p> <p>A majority of the first 300 feet into the property along the Southern Boulevard frontage was used for grazing and is not heavily vegetated. The portion further to the North includes an area native species and exotic plants primarily located where the 5.40 acre lake is planned to satisfy SFWMD regulations and buffer the PBSC property. A tree mitigation plan will be prepared pursuant to ULDC Article 87 to compensate for the removal of native vegetation</p>
Historical Resources	<p>An historical sites review was prepared by the Palm Beach County Archaeologist and independently by the Applicant. One known archaeological site (i.e. No. 8PB11426 -West Palm Beach Canal) is located on or within 500 feet of the subject property. If activities on the subject property impact the Canal, mitigation work may be required by the Florida Division of Historic Resources.</p>
Flood Zone	<p>Zone X-500, per Map # FLU 1.5 of the Comprehensive Plan . Zone X-500 is generally the area between the limits of the 100-year and 500-year flood.</p>

4. Comprehensive Plan and Zoning Consistency

Proposed SP 14-2 is consistent with the Comprehensive Plan

- The current Future Land Use Map designation of the property is Commercial Low
- The proposed (i.e. Ordinance 2013-010) Zoning Map designation of the property is Commercial Low/Planned Unit Development (CL/PUD).
- The proposed commercial shopping center is a permitted use within the Commercial Low (CL) zoning district subject to meeting the requirements of Article 25 “*Commercial Zoning Districts*” of the ULDC.
- Per the Staff Report supporting Ordinance 2013-010, the proposed commercial shopping center has met the PUD requirements, including Conceptual Master Plan, Statement of Use, Consistency with PUD Design Requirements, Statement of Intent to Subdivide, Justification of Proposed Waivers, Conceptual Driveway Permit, Market Study, and Environmental Assessment of Article 41 “*Planned Unit Development*”.

5. Zoning Requirements: CL Zoning District Regulations

Regulation	Standard	Property Complies?
Minimum lot size	5 acres	Yes – 21.73 acres
Frontage and Access	ULDC Section 100-35: legal access from a publically dedicated street	Yes – Proposed access to both Southern Blvd. and “B” Road
Minimum frontage/width	200 feet	Yes – 1,022 ft. on Southern Blvd. and 771 ft. on “B” Road
Minimum depth	200 feet	Yes - 771 feet
Maximum Floor-Area-Ratio	0.10	Yes – 0.10
Maximum building and roofed structures lot coverage	25%	Yes – 10%
Front setback	50 feet	Yes – 80 feet
Side street setback	25 feet	Yes – 93 feet
Rear setback	50 feet	Yes – 299 feet
Minimum pervious area	30%	Yes – 44%
Maximum building height	35 feet	Yes – 35 feet maximum

6. ULDC Section 155-020: Substantive Requirements (Site Plan)

Criterion	Compliance
Section 150-020 (A) Conformance to the approved and/or recorded plat, if applicable	Property is in conformance with the Simon Trust Boundary Plat, Lot 2, approved by the Town (Resolution 2012-17).
Section 150-020 (B) Consistency with the Loxahatchee Groves Comprehensive Plan	Yes – Refer to Section D, above.
Section 150-020 (C) Conformance with the Town of Loxahatchee Groves ULDC	Yes – Refer to Section D, and E above and Section G, below.
Section 150-020 (D) Conformity with the water control district’s requirements and regulations.	Proposed drainage discharge to C-51 Canal. “B” Road R.O.W addressed in the “B Road Agreement”. No LGWCD issues.

7. ULDC Supplementary Requirements

a. ULDC Article 85: Landscape Plan Requirements

Requirement	Response
Section 85-025 (B) Plots of 2 acres or more shall preserve or create and maintain an ecological community of at least 3% of area of the property – 0.65 acres required	0.72 acres of preserve area/passive park provided. Meets code requirement.

Requirement	Response (continued)
Section 85-040 (D) (2) and (3) A tree survey, including trees to be removed or relocated, including proposed relocation sites	Tree inventory and tabular list provided
Section 85-040 (D) (7) The location, including height, caliper and canopy spread of all landscape materials	Provided in the Landscape Plan
Section 85-040 (E) Irrigation plan if irrigation system to be used	Provided in the Irrigation Plan
Section 85-050 (A) (1) No substances that prevent water percolation in areas not containing structures or paving	Provided in the Landscape Plan
Section 85-050 (A) (2) Primary structures treated with shrubs @ 2.5 foot height along 20% of the structure frontage	Provided in the Landscape Plan @ 40% of structure frontage.
Section 85-050 (C) Interior open space area defined and located @ 10% of the area of vehicular use areas, excluding landscape strip or perimeter buffers	Provided in the Landscape Plan @ 14%.
Section 85-050 (B) Meets interior open space tree and shrub requirements	Provided in the Landscape Plan – Exceeds requirement.
Section 85-050 (D) Dumpsters, mechanical equipment and electrical transformers screened	Provided in the Landscape Plan
Section 85-050 (E) Signs screened	Provided in the Landscape Plan
Section 85-050 (F) Existing vegetation credit requested and calculated	Credit calculated and credit requested by Applicant.
Section 85-055 (B) Landscape buffer along property line abutting AR District	N/A – Adjacent property to west and north – PBSC campus.
Section 85-050 (C) 15 foot vehicular use landscape strip (not counted as interior open space)	Provided per Site Plan drawing.
Section 85-050 (C) (1) Vehicular use landscape requirements	Provided in the Landscape Plan.
Section 85-065 Site distance requirements (Ref: ULDC Article 105)	Requirements met per Landscape Plan.

b. ULDC Article 90 Signs

Allowed Signs	Response
Sections 05-040 Permits required and 90-070 Sign permit requirements	Condition of Approval
Section 90-040(B) Standards by sign type and zoning district (CL District shopping center or other multi-tenant center)	
(1) Mandatory attached building identification (i.e. address) sign : 1 per structure or business @ maximum sign face of 4 sq. ft.	Condition of Approval
(2) Attached awning sign (optional): Maximum 1 per structure or business @ maximum sign face of 4 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.

Allowed Signs	Response (continued)
(3a) Outparcel or individual stand-alone building wall sign(s): 1 per building, 2 if corner location @ maximum sign face of 18 sq. ft. to 36 sq. ft. Applies to Buildings D, E and F.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
(3b) Shopping Center attached building wall sign(s): 1 per tenant, 2 if corner location: Anchor tenants @ maximum sign face of 60 sq. ft.; other tenants sign face @ 18 sq. ft. to 36 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements. Major and Minor Anchor tenants = corner locations.
(4) Attached canopy sign: 1 per canopy or 2 per building which ever is less @ 16 sq. ft. to 24 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
(5a) Outparcel or individual stand-alone building free-standing monument or panel sign(s): Primary sign - 1 per building @ maximum sign face of 60 sq. ft.; Drive-thru secondary sign @ maximum sign face of 12 sq. ft. Applies to Buildings D, E and F.	3 Primary Signs allowed – 3 proposed. Condition limiting sign face to 60 sq. ft.
(5b) Shopping Center free-standing monument or panel sign(s): Primary sign - 1 per driveway: @ maximum sign face of 72 sq. ft.; Drive-thru and multi-tenant buildings secondary sign – 1 sign @ maximum o sign face of 12 sq. ft. Applies to Buildings A - F	3 Primary Signs allowed – 3 proposed. Condition limiting to 3 signs. Two with sign face maximum of 72 sq. ft. (“B” Road and Southern Boulevard driveway entrances); and one with sign face maximum of 16 sq. ft. (Cross-access off PBSC driveway entrance).
(6) Real Estate or Project Sign (to be removed after sale or project completion) 1 per street frontage @ maximum sign face of 12 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
Sections 90-065 Landscaping around signage to meet the requirements of Section 85-050 Landscape design for interior open space	Provided in the Landscape Plan.

c. ULDC Article 95 Parking and Loading

Requirement	Response
Section 95-010 Minimum parking space requirements – 474 spaces required. 11 handicap spaces required (Ref: Table 208.2 PBC ULDC – 2% of total)	541 spaces provided. 22 handicap spaces provided.
Section 95-025 Size of parking spaces – Standard space = 11’ x 22.5”. Handicap space = 14’ x 22.5’	Waiver requested (required spaces) – 89 spaces @ 11’ x 22.5’ and 385 spaces @ 10’ x 20’. Angled handicap spaces @ 12’ + 5’ ada space x 20’/36’ (meets ADA requirements)
Section 95-050 Minimum loading space requirements (i.e. for uses that receive materials by truck).- 6 spaces	6 provided (2 @ Building A; 1 @ Building B; 2 @ Building C; and 1 @ Building F)
Section 95-070 Size of loading spaces – 12’ x 45’ with 14’ vertical clearance	4 spaces @ 12’ x 55’; 2 spaces @ 12’ x 45’; and 1 space @ 12’ x 25’.
Section 95-085 and 95-095 Minimum requirements (Queueing Spaces and) for drive-thru establishments and Queueing by-pass lane	Building A – 6 spaces; Building E – 15 spaces; Building F – 20 spaces. By-pass lanes provided. Meets ULDC requirements

8. Architecture (Discussion of Rural Vista Guidelines by Applicant)

The proposed development plans are consistent with the Rural Vista Guidelines as outlined below. The Applicant has carefully considered these guidelines and applied them, where applicable, to the various design elements throughout the project.

- Areas of materials applied to mimic wood lap siding on the building and signs
- Trim at corners of buildings
- Breaks at larger building walls using arcades, banding, dormers and projections
- Use of the continuous arcade (porch) to keep the human scale along the fronts of buildings
- Use of metal roofing where applicable
- Use of dormers, mansard and other vertical elements to bring down the scale of the buildings and break up the roof line
- Integration of complex window elements on buildings
- Screening of mechanical and service areas
- Signage structures mimicking the architecture of the buildings
- Split Rail Fence and Equestrian Path
- Proposed Native Landscape material where possible
- All exterior lighting is directed downward and contains shields to be contained within the property boundaries

9. Compatibility

An inventory of land uses adjacent to the 21.73 acre subject property is presented in Section B of this analysis. The adjacent property to the north and west is currently assigned a Future Land Use designation of Rural Residential 5 (density of one dwelling unit per five acres). However, the property is owned by Palm Beach State College and is the site of a proposed branch campus. The 16.4 acre parcel adjacent to the subject site to its east, at the northeast corner of Southern Boulevard and "B" Road, is a portion of the 90.32 acre proposed Groves Town Center. The property is assigned a Multiple Land Use land use designation and the Owner has filed an application for a MLU/PUD zoning designation including retail and office commercial and assisted living uses.

Compatible land uses are defined as those which are consistent with each other in that they do not create or foster undesirable health, safety, or aesthetic effects arising from direct association of dissimilar activities, including the impacts of intensity of use, traffic, hours of operation, aesthetics, noise vibration, smoke, hazardous odors, radiation, and other land use conditions.

To be compatible, it is not necessary that two uses have the exact same function (e.g. residential, commercial, institutional, etc.). Rather, compatibility is attained when uses do not adversely affect each other. Further, uses whose functions are different can compliment and support each other. For example, a residential use can help support a commercial use and, conversely, the commercial use can provide essential goods and services to residents and businesses of surrounding neighborhoods.

In addition, separation of uses, access management, buffering, screening, setback, height, landscaping, and incorporation of Rural Vista Guidelines design criteria can further enhance compatibility, and reduce the potential negative effects of functionally different land uses. Due to the size of the subject property, each of these techniques and directives can be used to insure compatibility with neighboring properties.

The Site Plan includes a large lake along the northern boundary of the project that will create an entry feature for Loxahatchee Groves Commons as well as the Palm Beach State College's B Road entrance.

The Site Plan indicates perimeter landscape buffers in order to insure compatibility with PBSC. In addition to perimeter buffers, the preliminary site plan includes landscape planting areas adjacent to the buildings that will compliment the architecture of each building.

10. Development Review Committee (DRC) Comments

The following were notified and requested to provide any comments regarding issues or concerns with the proposed Loxahatchee Groves Commons Site Plan:

Agency/Entity	Response/Comment
County Agricultural Extension Office	No response
PBC Sheriff's Department	No response
PBC Health Department	Response/No objections
Lox. Groves Water Control District	Response (verbal) "B" Road r.o.w. to be dedicated to the Town. No drainage issues.
PBC Solid Waste Authority	Response/Comments but no objections
Keschavarz & Assoc. (Town Engineer)	Response/Comments but no objections
PBC Fire Rescue	No response
Simmons & White (Town Traffic Engineer)	Response/No objections

ATTACHMENT A
Loxahatchee Groves Commons Site Plan: SP 2014-02

Loxahatchee Groves Commons Site Plan: SP 2014-02

Statement of Use

Resubmitted July 22, 2014

APPLICANT'S STATEMENT OF USE

The request of the proposed amendment is to modify +/-21.73-acres from the current AR (Agricultural Residential) Zoning designation to Planned Commercial Development (PCD). Loxahatchee Groves Commons has been designed to enhance and preserve the rural character of the area and promote economic development in the Town through the placement and design of each proposed use.

Concurrent with this rezoning request is the creation of the Planned Commercial Development (PCD) district. The intent of the PCD district is to allow for creative use of land resulting in quality development. The PCD district will encourage ingenuity and imagination with an intent to promote sustainable development, creates logical street and transportation networks, preserves the natural environment, enhances the built environment, provides services to the community and minimizes impacts on the surrounding areas through the use of flexible and innovative land development techniques. The subject property has been designed to be consistent with the proposed PCD Zoning requirements.

The location for the requested PCD Zoning designation is the most appropriate location for commercial retail uses, as it is located at the corner of a major intersection with a State SIS roadway, and located across B Road from a proposed commercial and office project located on the east side of B Road. This will create a node of community-serving uses at a logical intersection. The planned western campus of the Palm Beach State College will wrap around the west and north sides of the site as well with cross access being proposed to the campus's main entrance from Southern Boulevard. In addition, B Road connects to Binks Forest Drive to the south. The proposed commercial retail uses have been designed to promote economic development and create jobs within the Town of Loxahatchee Groves.

The subject property has been designed to locate a lake tract along the northern boundary, adjacent to the future Palm Beach State College western campus and to cluster the uses along the high traffic area of Southern Boulevard. The applicant has previously made changes to the master plan pursuant to comments received at the Planning and Zoning Board Meetings. These changes addressed the two previous main concerns of parking space sizes and circulation. Further changes have evolved with the current layout which also further the ease of circulation, cross connection with the neighboring college, and access between users on the site.

One of the changes made was to relocate the community park to be adjacent to the lake and project entrance. The location has been modified slightly to help the circulation for the center, while keeping the park area in a prominent location. In addition, the applicant is also proposing an equestrian trail around the lake providing an additional amenity for the community. The applicant has also been working with their anchor tenants to provide safer access from B Road and better vehicular circulation throughout the property. Along with these changes, one of the most important changes was to create better visibility to

ensure the project is viable. This was accomplished by pulling the entire development and all buildings closer to Southern Blvd. The proposed revisions are being made to create a better site plan for the community and the customers who will be frequenting the proposed businesses.

All exotic vegetation will be removed from the subject property. In addition, the subject property has been designed with a 10' landscape buffer along the western boundary of the property and a 15' landscape buffer along the southern boundary of the property.

STATEMENT OF INTENT TO SUBDIVIDE

The subject property is consistent with the provisions of ULDC Article 41.1.E.4.b. The development plan has been designed to allow subdivision of the outparcels (Buildings D, E, F, & G) by fee title conveyance of these internal lots, upon approval of the Town Manager. Each of these outparcels have been designed to be consistent with the requirements of Article 41.1.E.4.b.

STATEMENT OF ACKNOWLEDGEMENT OF THE DELINEATION OF NATIVE VEGETATION TO BE PRESERVED

Pursuant to the Town's comprehensive plan and land development regulations, the applicant is proposing to cluster the commercial development on the +/-21.73-acres located at the corner of the intersection of B Road and Southern Boulevard. The majority of the first +/-300' into the property along the frontage of Southern Boulevard has been used for grazing thus is not heavily vegetated. However, the portion further into the development does include an area of pines, oaks, sabal palms, other native species and exotic plants such as Brazilian Pepper. This area lies mostly where the applicant is proposing a lake to be consistent with South Florida Water Management regulations such as compensating storage and retention requirements for the property which equates to approximately 6.5 acres of required area. The lake was located on the Northern third of the property to help buffer and transition into the PBSC property to the north and west. The applicant is proposing to cluster the commercial area as close to Southern Boulevard and B Road as possible to be consistent with the Town's comprehensive plan and land development regulations. It is important to note that most of the native plant material would fall under the retention area and thus not being suitable for preservation. The areas in and around the development area will also be re-graded to meet SFWMD drainage requirements and keep the site and off-site areas from flooding. Lastly, the applicant has provided several open space areas and perimeter buffer's where trees could be preserved however most of these areas are encompassed by brazilian pepper and not native vegetation. The applicants intends on removing all exotic vegetation from the open space areas and install new, healthy native vegetation and will utilize any existing sabal palms if they are able to be relocated from the proposed lake area.

BUFFER DETAIL FOR ANY PROPERTY LINE ADJACENT TO A RESIDENTIAL ZONING DISTRICT

This requirement is not applicable due to the commercial property bordering the future Palm Beach State College Property. The applicant has provided landscape buffers on the master plan/site plan which will be stripped of all exotic plant material and re-planted with native vegetation.

ATTACHMENT B
Loxahatchee Groves Commons Site Plan: SP 2014-02
Conditions of Approval

GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
2. The Final Conditions of Approval of Town Ordinance 2013-09 which assigned a Commercial Low Planned Unit Development (CL/PUD) zoning designation to the site, are adopted and incorporated herein.
3. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit C (Loxahatchee Groves Commons Final Site Plan and Statement of Use) of Resolution 2015-05. The approved Final Site Plan is dated December 12, 2014. The approved Statement of Use is dated July 22, 2014. All modifications to the approved Final Site Plan and/or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.
4. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager shall review and approve the following plans for consistency with the approved Final Site Plan and Statement of Use: Site Plan, Landscape Plan, Floor Plans, and Photometric Plan.

ARCHITECTURAL

1. Building sidings and signs materials shall mimic wood lap siding
2. Trim shall be applied at the corners of buildings
3. Wall breaks on the larger buildings shall be enhanced by using arcades, banding, dormers and projections
4. Continuous arcades (porch) shall be used as a means of creating human scale along the fronts of buildings
5. Metal roofing shall be used on all buildings
6. Dormers, mansard and other vertical elements shall be used to break up the roof line
7. Integration of complex window elements on buildings

8. Mechanical and service areas shall be screened from public view
9. Signage structures shall mimic building architecture
10. Split Rail Fencing shall be used around the Equestrian Path

ENGINEERING

1. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.
2. "B" Road right-of way conveyance shall be accomplished pursuant to the Final Conditions of Approval of Town Ordinance 2013-09.
3. The Property Owner shall participate in the "B" Road improvements program pursuant to the Final Conditions of Approval of Town Ordinance 2013-09.

LAND CLEARING AND LANDSCAPING

1. Any land clearing activities shall comply with the permit requirements of Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" of the Loxahatchee Groves Unified Land Development Code. Included in the required land clearing permit application, a "Created Ecological Community Installation and Management Plan" shall be submitted for the 0.72 acre "Reserve/Passive Park to satisfy the requirements of ULDC Section 85-025 (C) *"Preserved/created ecological communities."*
2. Project landscaping shall conform to the Landscape Plan dated December 12, 2014.

EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated December 12, 2014 .
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

PALM TRAN

1. Not Applicable.

PARKING AND LOADING

1. All parking and loading shall occur on site as indicated on the approved Final Site Plan dated December 12, 2014.

SIGNS

The number of monument signs shall be limited to the following:

1. Three outparcel free-standing signs with a maximum sign face of 60 sq. ft.
2. Three shopping center free-standing signs at the following locations: "B" Road entrance with a maximum sign face of 72 sq. ft.; Southern Boulevard entrance with a maximum sign face of 72 sq. ft.; and PBSC entrance off of Southern Boulevard, located at the cross-access drive with a maximum sign face of 16 sq. ft.

USE LIMITATIONS

1. Bars and night clubs are prohibited.

UTILITIES AND SERVICES

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town of Loxahatchee Groves for the provision of central water and wastewater service to the project prior to issuance of the first project building permit.
2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and a third-party hauler prior to issuance of the initial certificate of occupancy

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS SITE PLAN, FOR LAND OWNED BY ERNEST G. SIMON, AS TRUSTEE OF TRUSTS "A" AND "B" U/W/O ALEXANDER ABRAHAM SIMON, CONSISTING OF 21.73 ACRES MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, on January 20, 2015, adopted Ordinance 2013-09 approving the rezoning of the property from the Agricultural Residential (AR) zoning district to Commercial Low Planned Unit Development (CL/PUD), including the Final Conceptual Master Plan and Final Conditions of Approval ; and.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meetings of June 13, 2013 and August 14, 2014 recommended approval of the Loxahatchee Groves Commons Site Plan Application SP 2014-02; and

WHEREAS, the Loxahatchee Groves Commons Site Plan Application SP 2014-02, was presented to the Town Council at a quasi-judicial public hearing conducted on January 20, 2015; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

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

Section 2. The Town Council has considered the findings in the staff report dated January 10, 2015 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. This Site Plan is consistent with the Final Conceptual Master Plan approved by the Town Council in Town Ordinance 2013-09.
1. This Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit C hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations. This Site Plan, along with conditions of approval, as adopted and presented in Exhibit D hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit D hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town’s character.
3. This Site Plan and Statement of Use, as presented in Exhibit C hereto, along with conditions of approval, as adopted and presented in Exhibit D hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with conditions as adopted and presented in Exhibit D hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan and Statement of Use, as presented in Exhibit C hereto, along with conditions of approval, as adopted and presented in Exhibit D hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment.
6. This Site Plan and Statement of Use, as presented in Exhibit C hereto, along with conditions of approval, as adopted and presented in Exhibit D hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Loxahatchee Groves Commons Site Plan SP 2014-02 for the parcel of land legally described in EXHIBIT “A”, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in EXHIBIT “B”, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit D, is attached hereto as Exhibit C and made a part hereof.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

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RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 20th Day of January, 2015.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Janet K. Whipple, Town Clerk

Mayor David Browning

Vice Mayor Ron Jarriel

Council Member Tom Goltzené

Council Member Ryan Liang

Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

Town Attorney

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2015-05:

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

LOCATION MAP

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2015-05:

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LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

LOCATION MAP

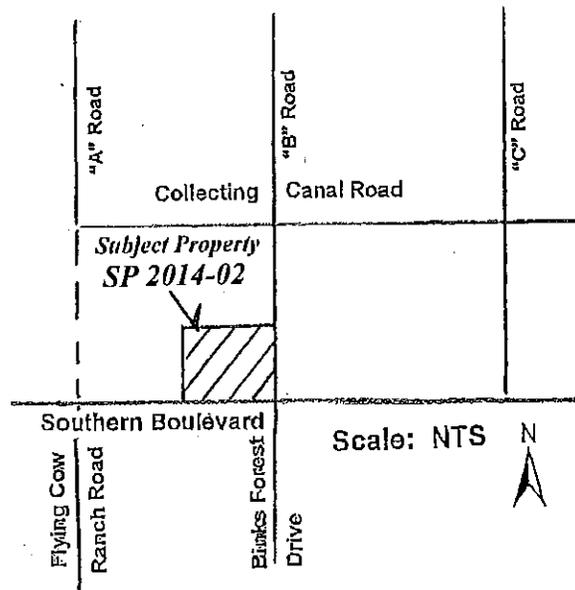


EXHIBIT B

LOXAHATCHEE GROVES COMMONS FINAL SITE PLAN 2014-02

EXHIBIT B

LOXAHATCHEE GROVES COMMONS FINAL SITE PLAN 2014-02

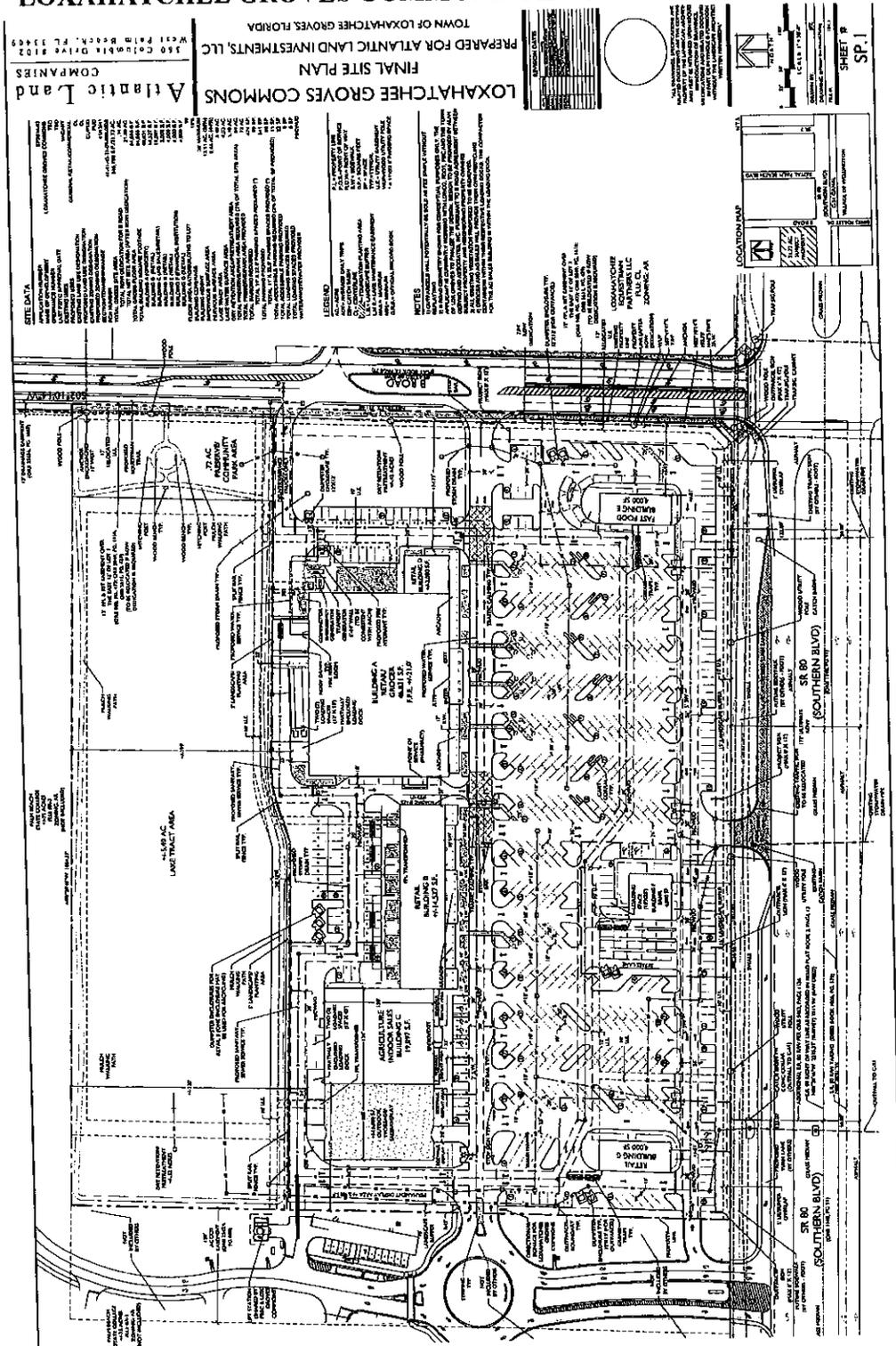


EXHIBIT C
LOXAHATCHEE GROVES COMMONS FINAL SITE PLAN: SP 2014-02
STATEMENT OF USE
 July 22, 2014

APPLICANT'S STATEMENT OF USE

The request of the proposed amendment is to modify +/-21.73-acres from the current AR (Agricultural Residential) Zoning designation to Planned Commercial Development (PCD). Loxahatchee Groves Commons has been designed to enhance and preserve the rural character of the area and promote economic development in the Town through the placement and design of each proposed use.

Concurrent with this rezoning request is the creation of the Planned Commercial Development (PCD) district. The intent of the PCD district is to allow for creative use of land resulting in quality development. The PCD district will encourage ingenuity and imagination with an intent to promote sustainable development, creates logical street and transportation networks, preserves the natural environment, enhances the built environment, provides services to the community and minimizes impacts on the surrounding areas through the use of flexible and innovative land development techniques. The subject property has been designed to be consistent with the proposed PCD Zoning requirements.

The location for the requested PCD Zoning designation is the most appropriate location for commercial retail uses, as it is located at the corner of a major intersection with a State SIS roadway, and located across B Road from a proposed commercial and office project located on the east side of B Road. This will create a node of community-serving uses at a logical intersection. The planned western campus of the Palm Beach State College will wrap around the west and north sides of the site as well with cross access being proposed to the campus's main entrance from Southern Boulevard. In addition, B Road connects to Binks Forest Drive to the south. The proposed commercial retail uses have been designed to promote economic development and create jobs within the Town of Loxahatchee Groves.

The subject property has been designed to locate a lake tract along the northern boundary, adjacent to the future Palm Beach State College western campus and to cluster the uses along the high traffic area of Southern Boulevard. The applicant has previously made changes to the master plan pursuant to comments received at the Planning and Zoning Board Meetings. These changes addressed the two previous main concerns of parking space sizes and circulation. Further changes have evolved with the current layout which also further the ease of circulation, cross connection with the neighboring college, and access between users on the site.

One of the changes made was to relocate the community park to be adjacent to the lake and project entrance. The location has been modified slightly to help the circulation for the center, while keeping the park area in a prominent location. In addition, the applicant is also proposing an equestrian trail around the lake providing an additional amenity for the community. The applicant has also been working with their anchor tenants to provide safer access from B Road and better vehicular circulation throughout the property. Along with these changes, one of the most important changes was to create better visibility to ensure the project is viable. This was accomplished by pulling the entire development and all buildings closer to Southern Blvd. The proposed revisions are being made to create a better site plan for the community and the customers who will be frequenting the proposed businesses.

All exotic vegetation will be removed from the subject property. In addition, the subject property has been designed with a 10' landscape buffer along the western boundary of the property and a 15'

landscape buffer along the southern boundary of the property.

STATEMENT OF INTENT TO SUBDIVIDE

The subject property is consistent with the provisions of ULDC Article 41.1.E.4.b. The development plan has been designed to allow subdivision of the outparcels (Buildings D, E, F, & G) by fee title conveyance of these internal lots, upon approval of the Town Manager. Each of these outparcels have been designed to be consistent with the requirements of Article 41.1.E.4.b.

STATEMENT OF ACKNOWLEDGEMENT OF THE DELINEATION OF NATIVE VEGETATION TO BE PRESERVED

Pursuant to the Town's comprehensive plan and land development regulations, the applicant is proposing to cluster the commercial development on the +/-21.73-acres located at the corner of the intersection of B Road and Southern Boulevard. The majority of the first +/-300' into the property along the frontage of Southern Boulevard has been used for grazing thus is not heavily vegetated. However, the portion further into the development does include an area of pines, oaks, sabal palms, other native species and exotic plants such as Brazilian Pepper. This area lies mostly where the applicant is proposing a lake to be consistent with South Florida Water Management regulations such as compensating storage and retention requirements for the property which equates to approximately 6.5 acres of required area. The lake was located on the Northern third of the property to help buffer and transition into the PBSC property to the north and west. The applicant is proposing to cluster the commercial area as close to Southern Boulevard and B Road as possible to be consistent with the Town's comprehensive plan and land development regulations. It is important to note that most of the native plant material would fall under the retention area and thus not being suitable for preservation. The areas in and around the development area will also be re-graded to meet SFWMD drainage requirements and keep the site and off-site areas from flooding. Lastly, the applicant has provided several open space areas and perimeter buffer's where trees could be preserved however most of these areas are encompassed by brazilian pepper and not native vegetation. The applicants intends on removing all exotic vegetation from the open space areas and install new, healthy native vegetation and will utilize any existing sabal palms if they are able to be relocated from the proposed lake area.

BUFFER DETAIL FOR ANY PROPERTY LINE ADJACENT TO A RESIDENTIAL ZONING DISTRICT

This requirement is not applicable due to the commercial property bordering the future Palm Beach State College Property. The applicant has provided landscape buffers on the master plan/site plan which will be stripped of all exotic plant material and re-planted with native vegetation.

**EXHIBIT D
FINAL SITE PLAN CONDITIONS OF APPROVAL**

GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
2. The Final Conditions of Approval of Town Ordinance 2013-09 (Ref: Exhibit E) which assigned a Commercial Low Planned Unit Development (CL/PUD) zoning designation to the site, are adopted and incorporated herein.
3. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit C (Loxahatchee Groves Commons Final Site Plan and Statement of Use) of Resolution 2015-05. The approved Final Site Plan is dated December 12, 2014. The approved Statement of Use is dated July 22, 2014. All modifications to the approved Final Site Plan and/or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.
4. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager shall review and approve the following plans for consistency with the approved Final Site Plan and Statement of Use: Site Plan, Landscape Plan, Floor Plans, and Photometric Plan.

ARCHITECTURAL

1. Building sidings and signs materials shall mimic wood lap siding
2. Trim shall be applied at the corners of buildings
3. Wall breaks on the larger buildings shall be enhanced by using arcades, banding, dormers and projections
4. Continuous arcades (porch) shall be used as a means of creating human scale along the fronts of buildings
5. Metal roofing shall be used on all buildings
6. Dormers, mansard and other vertical elements shall be used to break up the roof line
7. Integration of complex window elements on buildings
8. Mechanical and service areas shall be screened from public view

9. Signage structures shall mimic building architecture
10. Split Rail Fencing shall be used around the Equestrian Path

ENGINEERING

1. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.
2. "B" Road right-of way conveyance shall be accomplished pursuant to the Final Conditions of Approval of Town Ordinance 2013-09 (Ref: Attachment E).
3. The Property Owner shall participate in the "B" Road improvements program pursuant to the Final Conditions of Approval of Town Ordinance 2013-09 (Ref: Attachment E).

LAND CLEARING AND LANDSCAPING

1. Any land clearing activities shall comply with the permit requirements of Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" of the Loxahatchee Groves Unified Land Development Code. Included in the required land clearing permit application, a "Created Ecological Community Installation and Management Plan" shall be submitted for the 0.72 acre "Reserve/Passive Park to satisfy the requirements of ULDC Section 85-025 (C) *"Preserved/created ecological communities."*
2. Project landscaping shall conform to the Landscape Plan dated December 12, 2014.

EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated December 12, 2014 .
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

PALM TRAN

1. Not Applicable.

PARKING AND LOADING

1. All parking and loading shall occur on site as indicated on the approved Final Site Plan dated December 12, 2014.

SIGNS

The number of monument signs shall be limited to the following:

1. Three outparcel free-standing signs with a maximum sign face of 60 sq. ft.
2. Three shopping center free-standing signs at the following locations: “B” Road entrance with a maximum sign face of 72 sq. ft.; Southern Boulevard entrance with a maximum sign face of 72 sq. ft.; and PBSC entrance off of Southern Boulevard, located at the cross-access drive with a maximum sign face of 16 sq. ft.

USE LIMITATIONS

1. Bars and night clubs are prohibited.

UTILITIES AND SERVICES

1. A Developer’s Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town of Loxahatchee Groves for the provision of central water and wastewater service to the project prior to issuance of the first project building permit.
2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and a third-party hauler prior to issuance of the initial certificate of occupancy

EXHIBIT E
ORDINANCE 2013-09 REZONING FINAL CONDITIONS OF APPROVAL
LOXAHATCHEE GROVES COMMONS

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Site Plan (Final Conceptual Master Plan) dated December 12, 2014 and the Statement of Use dated July 22, 2014 and included as Attachment J2 of the CL/PUD Rezoning Application REZ 2013-01, or amendments thereto approved by the Town Council. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Cross access shall be provided to the Palm Beach State College property, as indicated on the Final Conceptual Master Plan dated December 12, 2014, or amendments thereto approved by the Town Council.

5. Prior to submitting an initial final site plan approval application and all subsequent final site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the final site plan application(s).

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 94,655 sq. ft. of commercial low uses consistent with the Final Conceptual Master Plan dated December 12, 2014.

2. Bars and night clubs are prohibited.

3. The initial site plan submitted for the development shall include the 5.40 acre Lake Tract Area, and 0.72 acre Preserve/Community Park, including an equestrian trail as shown on the Final Conceptual Master Plan dated December 12, 2014.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

C. ENGINEERING

1. Consistent with Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no Building Permits, for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

3. No Building Permits shall be issued until construction commences for a south approach left turn lane on B Road at the project's first access connection north of the terminus for the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. No Building Permits shall be issued until construction commences for east approach right turn lanes on Southern Boulevard at each of the project access connections. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

5. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the B Road Improvement Agreement dated January x, 2015 ("B Road Agreement") between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

6. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, may be deposited in an escrow account according to the terms of the "B Road Agreement" between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves.

7. Construction of paved road improvements cited in Condition C.5, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Groves Town Center, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the "B Road Agreement". These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

8. Construction pursuant to Condition C.6 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to the Town of Loxahatchee Groves according to the terms established in the "B Road Agreement". Costs, assuming construction on the existing

unpaved roadway section, shall include roadway design, permitting, construction and inspection.

9. Any future request to modify Condition C.1 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

10. The northernmost project driveway along “B” Road shall be channelized and limited to right turn only traffic exiting the property.

11. Any future realignment of either or both of the “B” Road access drives shall require approval by the Town’s Consulting Engineer.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.

3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase I Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trail depicted on the Final Conceptual Master Plan shall include a connector along “B” Road, inside of the “B” Road right-of-way, to facilitate cross-access with the Palm Beach County State College property, as stated in the “B Road Agreement”.

2. As part of the joint traffic improvements effort detailed in Section C:

(a) Equestrian traffic control devices shall be installed at points where trails cross “B” Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the “B Road Agreement” per Condition C.6.

(b) “Local traffic only” signage, as addressed in the “B Road Agreement”, shall be placed on “B” Road north of the Palm Beach State College entrance.

(c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the “B Road Agreement” per Condition C.5. If feasible, the

applicant, along with Palm Beach State College and the owner of the Groves Town Center property shall share any associated costs of placing and constructing the signage.

3. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from commercial buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

4. Equestrian trails shall comply with the Town design and sign guidelines.

F. ARCHITECTURAL

Architectural elevations for initial buildings, as well as a theme for the entire Loxahatchee Groves Commons development, shall be submitted with the application for initial site plan approval. Elevations for subsequent buildings shall be reviewed and approved by the Town Manager for consistency with said architectural theme. The Town Manager may refer subsequent building elevations to the Town Council for approval if he determines that an inconsistency with the approved architectural theme is proposed. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

G. SIGNAGE

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

H. PUD WAIVERS

1. A waiver to Section 95-025: "*Size of parking spaces*" of the ULDC is granted, as follows: A minimum of eighty-six (86) spaces shall be provided at the standard parking space size of eleven feet by twenty-two and one-half feet (11.5' x 22') with twenty-eight foot (28') wide drive aisles. The balance of the spaces shall be provided at a minimum ten feet by twenty feet (10' x 20') with drive aisles twenty-six feet (26') in width.

2. A waiver to Section 25-010 (D) (1) "*Mobility and Storage*" of the ULDC is granted to allow outdoor display of merchandise for sale on a 24 hours per day basis only in the following locations: (a) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (b) the unscreened outdoor display area located to the west of the screened outdoor storage and display area located across the drive aisle.



Item 6.b.

RESOLUTIONS

Resolution No. 2015-06

Black Baud Financial System Software

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 6.b.

MEETING DATE: 1/13/2015

PREPARED BY: William F. Underwood, III Budget Analyst

- **SUBJECT:** Municipal Financial System Software as a Service (SaaS).

1. BACKGROUND/HISTORY

Problem Statement: Fulfill an acquisition for a Municipal Financial System SaaS as approved by the Council in the 2015 Fiscal Budget.

Problem Solution: Seeking authorization of the Council to enter into contract with SaaS provider, Blackbaud

The SaaS system provided by Blackbaud will include installation of the hosted software with specifications that meet or exceed the system recommendations. Blackbaud will provide a secure access to said software. They guarantee a 99.9% access availability rate with a cost reduction should they not meet that standard. They will monitor the performance indicators, automatically upgrade and update small patches and updates, whereas they will work hand in hand with management to assist with any major upgrades. As well, they have the ability to host our email server and monitor if requested.

Protecting your data is an important benefit Blackbaud offers, whether it's 24/7 accessibility, or the encryption types used.

Blackbaud's statement of work describes all functions made possible by the SaaS. Granting us Application Hosting Configuration, System Configuration and Administration, General Ledger, Accounts Payable Configuration, Purchase Orders and WebPurchasing/WebInvoicing Configuration, Accounts Receivable and Misc. Cash Receipts Configuration, Budget Management Configuration, Fixed Assets Configuration, Allocation Management Configuration, and F9 Implementation.

2. CURRENT ACTIVITY

- On 10/27/2014, the FAAC heard presentations from three (3) potential bidders that provide their Financial Software as a SaaS. The committee requested that staff review information that was provided at the presentation, and contact information for company references, and report findings and recommendation for selection to the FAAC at the next meeting.
- On 11/24/2014, staff recommended Blackbaud for Municipal Financial System Software as a Service (SaaS) to the FAAC.
- On 12/2/2014 Town Council approved the FAAC and Management's recommendation to select Blackbaud as the town's provider for Municipal Financial System Software as a Service (SaaS).

Staff in coordination with the Town Attorney and Blackbaud's legal department have formulated a contract for Town council consideration.

3. ATTACHMENTS

- Resolution No. 2015-06
- Agreement with Attachments

4. FINANCIAL IMPACT

Year 1: \$8,906.67

(Note: Year 1's cost of \$10688.00 is prorated)

- The Financial Edge Subscription Package: \$5,988
- Training: \$2,000
- 3 years of GL History Conversion: \$2,700

Years 2 & 3: \$7,988

- The Financial Edge Subscription
- Training

Years 4 & 5: \$5,988

- The Financial Edge Subscription

Total Cost: \$38,640

- Sufficient fund are budgeted in the Fiscal year 2015 to pay the 1st year

5. RECOMMENDED ACTION

Adopt Resolution No. 2015-06 approving the execution of the Contract with Blackbaud for a Municipal Financial System software as a Service(SaaS).

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND BLACKBAUD, INC., FOR MUNICIPAL FINANCIAL SYSTEM SOFTWARE AS A SERVICE (SAAS); AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town is in need of Municipal Financial System Software as a Service (SaaS), and engaged in a procurement process to obtain such; and,

WHEREAS, on October 27, 2014, the Town's Finance and Audit Advisory Committee (FAAC) heard presentations from three(3) potential bidders that provide SaaS, and requested that Town staff review information that was provided at the presentation and contact references, and report findings and recommendation for selection to the FAAC at the FAAC's next meeting; and,

WHEREAS, on November 4, 2014, Town staff recommended Blackbaud, Inc., for Municipal Financial SaaS to the FAAC; and,

WHEREAS, on December 2, 2014, the Town Council approved the FAAC and Town Management's recommendation to select Blackbaud as the Town's provider for Municipal (SaaS); and,

WHEREAS, the Town staff and Town Attorney have formulated an agreement with Blackbaud, a copy of which is attached hereto; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve the Agreement with Blackbaud.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves approves the Agreement with Blackbaud, Inc., for Municipal Software as a Service (SaaS), attached hereto and incorporated herein, and authorizes the appropriate Town Officials to execute same.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AND THIS 20TH DAY OF JANUARY, 2015.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Janet K. Whipple, Town Clerk

Mayor David Browning

Vice Mayor Ron Jarriel

Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of the Town Attorney

Council Member Jim Rockett

{00053404.1 1574-0702400 }

AGREEMENT FOR MUNICIPAL SOFTWARE AS A SERVICE



Order Form

The fees and terms quoted in this Order Form ("Order Form") are valid until 12/26/2014. This Order Form and the purchases set forth herein are subject to and governed by the Blackbaud Solutions Agreement available at <https://www.blackbaud.com/files/BlackbaudSolutionsAgreement.pdf> and by signing this Order Form you agree to be bound by the Blackbaud Solutions Agreement.

Client Information

Issued to: Town of Loxahatchee	Bill to: Town of Loxahatchee
Mailing address: 14579 Southern Boulevard Suite 2 Loxahatchee Groves, FL, 33470	Billing address: 14579 Southern Boulevard Suite 2 Loxahatchee Groves, FL 33470
Principal contact: Perla Underwood	Billing contact: Perla Underwood
Principal contact email: punderwood@loxahatcheegrovesfl.gov	Billing contact email: punderwood@loxahatcheegrovesfl.gov
Net Terms: NT15	Order Form No.: Q-00050535

Order Summary

	One Time Fees	Annual Recurring Fees	Total Recurring Fees
Subscriptions		\$7,988.00	\$35,940.00
Software	\$0.00		
Services	\$2,700.00		
Maintenance		\$0.00	\$0.00
Totals	\$2,700.00	\$7,988.00	\$35,940.00
Grand Total	\$38,640.00		

Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED :

Client : **Town of Loxahatchee**

By : {{_es_:signer:signature}}

Name : {{_es_:signer:fullname}}

Title : {{_es_:signer:title}}

Date : {{_es_:signer:date}}

(*Effective Date)

Subscription

Type	Monthly Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
FE:NXT Pro Subscription Offer	\$499.00	\$5,988.00	User/1	60	\$29,940.00	Annual
Learn: The Financial Edge More	\$166.67	\$2,000.00	User/3	36	\$6,000.00	Annual
Subtotal*					\$35,940.00	

Services

Type	Price	Adjusted Price	UoM/Qty	Total Fees	Billing
FE Pro Service for NXT Offer	\$19,000.00	\$0.00	Each/1	\$0.00	100% upon completion
GL Detail Import for FE (3 years)	\$2,700.00		Each/1	\$2,700.00	100% upon completion
Subtotal*				\$2,700.00	

General Terms

Fees are in **USD**

Our records indicate that you are taxable. Blackbaud may charge sales tax on all or a portion of this purchase, depending on state law. If you provide a valid exemption certificate at a later date, you will not receive a credit for sales tax billed prior to receipt of the exemption certificate. If you feel this is incorrect, please send a valid certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the <http://www.blackbaud.com/files/bbms/bbpstc.pdf> and by signing this Order Form you agree to be bound by the BBPS Addendum.

The services to be provided are described in the accompanying Statement of Work. Additional Operating Guidelines and General Assumptions applicable to your Statement of Work can be found at <https://www.blackbaud.com/files/sow/BlackbaudProfessionalServicesGuidelinesandAssumptions.pdf>.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

Your Blackbaud Learn® subscription includes access to specific instructor-led online and self-paced training for everyone at your organization. Classes have minimum attendance requirements and may be rescheduled if those requirements are



not met. Please check course schedules frequently. Blackbaud may cancel scheduled classes up to ten (10) days prior to the scheduled start of the class for instructor-led classroom training classes and up to three (3) days prior to the scheduled start of the class for instructor-led online training classes. In most instances, a minimum of five (5) attendees per class are required for a class to be held. All available seats are distributed on a first come first served basis. Cancellations, last-minute schedule changes, and no-shows are subject to a fee. Please see our cancellation policy at <https://www.blackbaud.com/nonprofit-training/help/cancellation-policy>. This is a renewable subscription which is billed annually in advance. The term of your subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above.

A description of the services provided for our Hosting and Software as a Service solution is available at <http://www.blackbaud.com/files/maint/HostingSaaSDescription.pdf>. As part of this subscription Blackbaud will provide default storage space as outlined in the Hosting/SaaS Description for each application operated from the Blackbaud data center. Should you need to exceed this allocation for any of the applications operated by Blackbaud, additional space may be purchased in 5 GB increments for a fee of \$1200 per annual period.

FE Pro Service for NXT Offer	https://www.blackbaud.com/files/sow/ACSFENXTPROFPEFinancialEdgeNXTProfessionalImplementation.pdf
GL Detail Import for FE (3 years)	www.blackbaud.com/files/sow/ACSFE3GLHISTFPE3YearGLDetailSOWv2.pdf

Blackbaud Solutions Agreement

This Blackbaud Solutions Agreement (“**Agreement**”), effective as of the date of Client’s signature on the Order Form (“**Effective Date**”), is made by and between Blackbaud, Inc., a Delaware corporation having a place of business at 2000 Daniel Island Drive, Charleston, SC 29492, and Client. “**Blackbaud**” means Blackbaud, Inc. and its affiliates and subsidiaries. “**Client**” means the client set forth on the Order Form. “**Party**” means Blackbaud or Client. “**Parties**” means Blackbaud and Client collectively.

The Parties agree as follows:

1. DEFINITIONS.

Defined terms shall have the meanings set forth in this Agreement.

2. ORDERING PROCEDURE.

Blackbaud will furnish to Client and Client will pay for Blackbaud software (“**Software**”), subscription(s), including application services and payment services (“**Subscription**” or “**Application Services**”), support and maintenance (“**Maintenance**”), and other professional, consulting or training services (“**Services**”) detailed in the applicable order form (“**Order Form**”). Software, Subscriptions, Maintenance, and Services are each individually a “**Blackbaud Solution**” and collectively “**Blackbaud Solutions.**” The Order Form along with its attachments, which may include a statement of work (“**SOW**”), constitutes the complete and entire Agreement, and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. In the event of any conflict among the terms of this Agreement, an Order Form, or a SOW, the following order of precedence shall apply: (1) Order Form; (2) Agreement; (3) SOW.

3. FEES, EXPENSES, & PAYMENT.

- a. **Fees, Duties, and Taxes.** Fees are described in the applicable Order Form. Such fees are exclusive of all duties and taxes imposed on the provision of goods and services (“**Taxes**”). Unless Client provides Blackbaud with a valid tax exemption certificate on or before the Effective Date of this Agreement, Client will be responsible for all Taxes. Client shall maintain a current tax exemption certificate on file with Blackbaud and promptly notify Blackbaud if Client’s tax status changes.
- b. **Expenses.** Client shall reimburse Blackbaud for all reasonable and necessary travel and living expenses Blackbaud incurs performing Services, all such expenses to be incurred pursuant to Blackbaud’s then-current travel policy.

Continued

- c. Invoices.** Initial invoices for Software, Subscriptions, and Maintenance will be issued immediately following Order Form signature. All other invoices will be issued as follows: (i) invoices for Services will be issued in accordance with the applicable SOW; (ii) renewal invoices for Subscriptions and Maintenance will be issued at least thirty (30) days prior to the start of the renewal term.
- d. Payments and Late Payments.** Payment is due within fifteen (15) days of invoice date and all payments must be made without deduction or offset, except for those amounts for which there is a good faith dispute. Renewal invoices are due within thirty (30) days of invoice date. All payments are non-refundable (except as set forth in Section 8 (a)(i) below). All invoices shall be deemed final and binding unless Client notifies Blackbaud in writing of any alleged discrepancies no later than thirty (30) days from the date of such invoice. Blackbaud reserves the right to invoice Client the lesser of 1.5% per month or the highest interest rate allowable under applicable laws for any outstanding invoice (other than those under good faith dispute) not paid within thirty (30) days after receipt.

4. CONFIDENTIAL INFORMATION.

- a. Definitions. “Confidential Information”** means (i) all information disclosed by the Owner to the Recipient orally, electronically, visually or in a tangible form which is either (a) marked as “confidential” (or with a similar legend), (b) is identified at the time of disclosure as being confidential, or (c) should be reasonably understood to be confidential or proprietary; and (ii) the terms of this Agreement, Order Form(s), SOW(s), and any proposals or other documents that preceded this Agreement. Confidential Information includes pricing, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, donor, prospect, and donation information, employee information, financial information, confidential information concerning Owner’s business or organization, information concerning any of Owner’s past, current, or possible future products or methods, including information about Owner’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and software. **“Owner”** means the Party providing Confidential Information to the Recipient. **“Recipient”** means the Party receiving Confidential Information from the Owner.
- b. Ownership of Confidential Information.** Recipient shall not obtain any rights, title, or interest in any Confidential Information of Owner.
- c. Treatment of Confidential Information.**
- i. Recipient shall only (i) use Owner’s Confidential Information to carry out the purposes of this Agreement; and (ii) disclose Owner’s Confidential Information to those third parties operating under non-disclosure provisions no less restrictive than those set forth in this Section 4 and who have a “need to know” based on reasonable business justifications. Each Party shall protect the other Party’s Confidential Information using the same degree of care it uses to protect its own confidential and proprietary information, but in any case not less than reasonable care, and shall protect the other Party’s Confidential Information in accordance with applicable laws.
 - ii. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to any Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided Recipient promptly gives notice to Owner of such disclosure (to the extent legally permissible) and undertakes reasonable efforts to limit such disclosure.

Continued

5. LICENSE AND ACCESS.

- a. License Grant.** Blackbaud grants to Client, and Client accepts, an irrevocable (subject to Section 5(b) below), nontransferable, nonassignable, nonsublicensable, nonexclusive, and perpetual (subject to Section 5(b) below) license to use one (1) copy of the Software in machine readable object code form only (“**License**”). The License includes the right to use the applicable manuals and documentation that Blackbaud generally provides or makes available for Blackbaud Solutions (“**Documentation**”) solely for the furtherance of Client’s internal business purposes. The License extends to the computer program delivered by Blackbaud and updates provided by Blackbaud pursuant to Client’s continued enrollment in Maintenance and, where applicable, applications created by or on behalf of Client utilizing the Application Programming Interface, Software Development Kit, or Visual Basic for Application contained in the Software (“**Blackbaud Tools**”). Client may only install and use the Software (i) in accordance with Section 5(f) below, and (ii) in a manner that ensures that Client’s simultaneous use of and access to the Software will be limited as set forth in the applicable Order Form. Unless otherwise expressly set forth in an Order Form, Client shall not share Licenses with subsidiaries or affiliates without the express written agreement of Blackbaud and Client’s payment of additional License fees.
- b. License Termination.** Unless terminated pursuant to this Section 5(b), the License is effective in perpetuity. Client may terminate a License at any time by providing written notice to Blackbaud. Blackbaud shall have the right to terminate a License by providing written notice to Client (i) upon Client’s failure to pay when due any undisputed invoices issued pursuant to this Agreement, provided that Blackbaud has given Client at least five (5) days prior notice of Blackbaud’s intention to terminate the License and Client fails to pay the undisputed invoice during that five (5) day period, (ii) upon Client’s failure to cure a material default pursuant to Section 15(b), or (iii) if Blackbaud is unable, using commercially reasonable efforts, to obtain the right for Client to continue using the Software if the Software becomes the subject of an infringement claim for which Blackbaud is indemnifying Client pursuant to Section 8 below. Within fifteen (15) days of the effective date of termination of a License Client shall return all copies of the Software to Blackbaud or certify in writing to Blackbaud that it has destroyed or erased all copies of the Software.
- c. Subscription Access.** Blackbaud grants to Client, and Client accepts, a nonassignable, nontransferable, nonsublicensable, and nonexclusive right to access the Subscription and use the Subscription and Documentation solely for the furtherance of Client’s internal business purposes during the Subscription term set forth on the Order Form. Subscriptions will not be provided to Client on any form of media and will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. During the Subscription term Blackbaud shall provide Client with secure access to the latest supported version of the Subscription, to be accessed and used by Client through the use of the Internet. Blackbaud shall provide Client with administrator rights permitting secure administrator access and allowing the administrator to create other users to access the Subscription. Client agrees that it has elected to access the Blackbaud offering through a Subscription and that this Agreement confers no right to convert the Subscription to a License as described in Section 5(a). Client’s use of the Subscription is subject to the scope of the use provisions above and unless otherwise expressly set forth in an Order Form, Client shall not share Subscriptions with subsidiaries or affiliates without the express written agreement of Blackbaud and Client’s payment of additional Subscription fees.
- d. Subscriptions and Maintenance.** Unless cancelled in accordance with this section, Subscriptions and Maintenance shall renew for consecutive one (1) year terms following the initial term set forth on the Order Form. Renewal fees for Subscriptions and Maintenance are subject to an adjustment, such adjustment to be included in the renewal notice. Client may cancel a Subscription or Maintenance by providing written notice to Blackbaud at least forty-five (45) days prior to the start of the renewal term. No credit or refunds

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will be given for partial Subscription or Maintenance periods. Cancellations will become effective as of the final day of the then-current term. Reinstatement of a lapsed Subscription or Maintenance requires full payment of fees that would have been due from the expiration of the last active term through the reinstatement date.

- e. **Copyright.** Blackbaud Solutions (i) contain trade secret and proprietary information owned by Blackbaud or its third party licensors and (ii) are protected by United States and international copyright laws and trade provisions. Except for copies as may be required by Client for backup or archival purposes, Client may not disclose, copy, transfer or transmit Blackbaud Solutions for any purpose. All permitted copies of Blackbaud Solutions must retain Blackbaud's copyright and other proprietary notices and be identified as Blackbaud Confidential Information. Client agrees that all right, title, and interest in and to Blackbaud Solutions remains with Blackbaud and its third party licensors.
- f. **System Requirements.** Certain Blackbaud Solutions may only be used or accessed from Client's computer systems that meet the Blackbaud system requirements published at <https://www.blackbaud.com/systemrequirements>, which Client acknowledges it has reviewed.
- g. **Suspension; Acceptable Use Policy.** Blackbaud may suspend Client's use of or access to Blackbaud Solutions upon written notice to Client (i) in response to Client's failure to pay when due any undisputed invoices issued pursuant to this Agreement, provided that Blackbaud has given Client at least five (5) days prior notice of Blackbaud's intention to suspend the Blackbaud Solution and Client fails to pay the undisputed invoice during that five (5) day period, or (ii) in response to a violation by Client of the acceptable use policy posted at: <http://internet.blackbaud.com/eua/aupolicy> ("AUP"). Blackbaud will lift any payment-related suspension promptly following Client's payment of the undisputed invoice on which the suspension is based. When exercising its right to suspend a Blackbaud Solution for a breach of the AUP, Blackbaud will respond in a manner proportionate to the severity of the violation (e.g., when a single user has breached the AUP, by suspending Subscription access to the user rather than suspending all users or Blackbaud Solutions). With respect to any suspension, Blackbaud and Client agree to work together in good faith to address the violation in a reasonable manner, to prevent similar violations in the future, and to reinstate the suspended Blackbaud Solution as quickly as possible.

6. SECURITY.

Blackbaud will use commercially reasonable efforts to maintain database security for online financial transactions and Client Confidential Information. Blackbaud uses industry standard encryption technologies to transmit Client Confidential Information. Blackbaud also employs industry standard network security techniques including firewalls, virus and intrusion detection, and authentication protocols. With respect to online financial transactions conducted through Blackbaud Solutions the relevant portions of the applicable Blackbaud Solution are maintained in compliance with the Payment Card Industry Data Security Standard ("PCIDSS"). Client understands that Blackbaud Solutions include sending email and publishing web-pages over the Internet using SMTP or HTTP protocols, and that these standard protocols do not support many enhanced data security protections. In no case will the use of the Internet in this manner be deemed to violate Blackbaud's obligations under this Agreement. Blackbaud reserves the right, in its sole discretion, to change or modify its data security program at any time, but at all times will maintain commercially reasonable database security. Client shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Blackbaud Solutions by Client, Client's employees, agents or any other third parties.

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7. CLIENT OBLIGATIONS.

- a. Client Control.** Client shall be solely responsible for administering and monitoring the use of login IDs and passwords by its administrators and users. Upon the termination of employment of any such Client administrator or user Client will immediately terminate access by the login ID and password of that individual to Blackbaud Solutions. Client shall be responsible for using commercially reasonable practices to protect Client Confidential Information it shares with Blackbaud. Blackbaud is not responsible for any damages resulting from Client's failure to manage the confidentiality of its login ID and passwords. Blackbaud will not solicit any contributions for or on behalf of Client, and will not employ or procure any person to do so.
- b. Prohibited Uses.** Client shall not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, derive works from, decompile, or reverse engineer Blackbaud Solutions, except as explicitly permitted hereunder. Unless otherwise expressly set forth in an Order Form, Blackbaud Solutions shall be used solely by Client, and not (by implication or otherwise) by any subsidiary or affiliate of Client. In addition, Client shall not use Blackbaud Solutions for any benchmarking or competitive purposes. Client shall not: (a) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs in, to or from Blackbaud Solutions; (b) interfere with or disrupt the integrity or performance of Blackbaud Solutions, or the data contained therein; (c) use Blackbaud Solutions in a manner inconsistent with applicable Documentation; or (d) attempt to gain unauthorized access to Blackbaud Solutions or related systems or networks.

8. INDEMNITY.**a. Patent and Copyright Indemnity.**

- i. Blackbaud shall indemnify and defend Client against any third party claims that Blackbaud Solutions as delivered or made available to Client infringe any United States or Canadian patent, trademark, or copyright owned by such third party. Blackbaud shall, in its reasonable judgment and at its option and expense: (a) obtain for Client the right to continue using the affected Blackbaud Solution; (b) replace or modify the Blackbaud Solution so that it becomes non-infringing while giving equivalent performance; or (c) if Blackbaud cannot obtain the remedies in (a) or (b), as its sole obligation, terminate the License or access to the infringing Blackbaud Solution and refund any pre-paid Subscription or Maintenance fees related to such Blackbaud Solution.
- ii. Notwithstanding Section 8(a)(i), Blackbaud shall have no liability to indemnify and defend Client to the extent (a) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client; (b) the alleged infringement is the result of a modification made by anyone other than Blackbaud; or (c) Client uses the Blackbaud Solution other than in accordance with this Agreement, any Documentation or any delivered Documentation under a SOW(s).
- iii. This Section states the entire liability of Blackbaud with respect to any type of infringement claim.

b. Client Indemnity. Client shall indemnify and defend Blackbaud from and against any third party claim arising from Client's breach of the AUP or Section 7, Client Obligations.

c. Mutual Indemnity. Each Party shall indemnify and defend the other Party against any third party claims arising from the indemnifying Party's gross negligence or willful misconduct.

Continued

d. Indemnification Procedures. The indemnified Party shall give the indemnifying Party prompt written notice of any claims for indemnification and the indemnified Party agrees to relinquish control of defending any such claim to the indemnifying Party, including the right to settle; provided however, that the indemnifying Party will not settle any such suit or claim without the indemnified Party's prior written consent if such settlement would be materially adverse to the indemnified Party's interests.

9. REPRESENTATIONS, WARRANTIES, AND DISCLAIMER.

a. Mutual Representations and Warranties. Each Party represents and warrants that (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has accepted this Agreement, and (iii) it will comply with all applicable laws and regulations pertaining to this Agreement.

b. Blackbaud Warranties.

- i. **Services.** Blackbaud warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards.
- ii. **Software and Subscriptions.** Blackbaud warrants that Software and Subscriptions will perform substantially in conformance with the functional specifications in the then-current Documentation, provided that, in the case of Software, Client maintains active enrollment in Maintenance. This warranty does not apply if the Software or Subscription is not administered in accordance with the applicable instructions and training provided by Blackbaud. If the Software or Subscription fails to operate as warranted in this Section and Client notifies Blackbaud in writing of the nature of the non-conformance, Blackbaud will use commercially reasonable efforts to promptly repair or replace the non-conforming Software or Subscription without charge. The foregoing provides Client's sole and exclusive remedy for breach of this warranty.

c. Disclaimer. Other than applications made by or on behalf of Client using the Blackbaud Tools and within the scope of Section 5(a), any modifications that Client makes to Blackbaud Solutions will void any warranty obligations set forth in this Agreement as well as any Maintenance. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 9, BLACKBAUD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER BLACKBAUD EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

10. LIMITATION OF LIABILITY.

a. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 AND CLIENT'S PAYMENT OBLIGATIONS, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE GREATER OF (X) \$25,000 OR (Y) THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT FOR THE BLACKBAUD SOLUTION FROM WHICH THE CLAIM AROSE DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

Continued

- b. Blackbaud shall have no liability under this Agreement with respect to: (i) customizations created by or on behalf of Client; (ii) use of Blackbaud Solutions by or on behalf of Client other than in accordance with this Agreement and the Documentation; (iii) combination use, failures or incompatibility caused by third party software or hardware not supplied by Blackbaud; (iv) modifications to Blackbaud Solutions other than those contemplated in Section 9(c); (v) Client's failure to timely install updates to Blackbaud Solutions; or (vi) compliance with designs, plans or specifications furnished by or on behalf of Client.

11. OWNERSHIP.

- a. **Client Ownership and License.** Subject to the rights of Blackbaud set forth below, Client has all right, title, and interest in and to all Client Confidential Information and all Client-provided artwork, logos, trade names, and trademarks ("**Client Content**"). Solely to the extent necessary for Blackbaud and its agents to perform their obligations under this Agreement, Client grants to Blackbaud and its suppliers a non exclusive, fully paid-up license to use, reproduce, store, modify, and publicly display Client Confidential Information and Client Content.
- b. **Blackbaud Ownership and License.** Subject to the rights of Client set forth above, Blackbaud has all right, title, and interest in and to any expressions and results of Blackbaud Solutions, the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, other technical information, and all derivatives of the foregoing created in connection with this Agreement ("**Work Product**"). Blackbaud grants to Client a nonexclusive, fully paid-up license to use Work Product, solely to the extent necessary for Client and its end users to use Blackbaud Solutions in accordance with this Agreement. If Client provides any feedback, comments, suggestions, ideas, requests, or recommendations for modifications or improvements to Blackbaud ("**Feedback**"), Client hereby assigns all right, title, and interest in any such Feedback to Blackbaud to be used for any purpose. All rights not expressly granted to Client hereunder are reserved by Blackbaud.
- c. **Results.** Client agrees that Blackbaud may (a) aggregate benchmarking results of Client's use of Blackbaud Solutions with results of other clients' use (collectively "**Results**"), and (b) use and disclose the Results for any purpose provided that the Results do not individually identify Client, Client's Confidential Information, or Client's use of Blackbaud Solutions.

12. NOTICE.

All notices or other communications referenced under this Agreement shall be made in writing and, in the case of Blackbaud, sent to the address designated above, or in the case of Client, sent to the address set forth on the Order Form, or as designated from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed using registered or certified first class mail, postage prepaid, or recognized courier delivery. Operational notices, such as those related to payments or renewals, may be delivered in any reasonable manner, including email.

13. FORCE MAJEURE.

Neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control (each such cause, a "**Force Majeure**"). Any delay in performance due to Force Majeure will be excused for the duration of the event of Force Majeure and the obligations of the Parties will resume immediately upon written notice from the non-performing Party that it is again able to perform.

Continued

14. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes and claims arising out of this Agreement first will be submitted to senior management of both Parties for amicable resolution. If the Parties cannot settle the matter within a reasonable period of time, the dispute or claim shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules, with one (1) arbitrator appointed to conduct arbitration and arbitration taking place in a mutually agreed location. Any decision in arbitration shall be final and binding upon the Parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may sue in any court for infringement of its proprietary or intellectual property rights or to seek injunctive relief and Blackbaud may sue in any court to collect unpaid amounts. CLIENT AND BLACKBAUD EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING UNDER OR RELATED TO THIS AGREEMENT. This Agreement shall be governed by the laws of the State of New York, excluding choice of law principles.

15. TERM AND TERMINATION.

- a. Term.** The term of this Agreement shall commence on the Effective Date and continue unless terminated in accordance with this Section 15.
- b. Default.** Unless otherwise specified in this Agreement, either Party may terminate this Agreement if the other Party materially defaults in performing any of its obligations under this Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the nondefaulting Party. Upon written notice from either Party, this Agreement shall also terminate upon (i) the making of an assignment for the benefit of creditors by a Party, or (ii) the dissolution of a Party.
- c. Effect of Termination.** Upon termination of this Agreement or termination of a Blackbaud Solution, Blackbaud may immediately cease providing any such terminated offering. Where Blackbaud hosts Client's database, Blackbaud will provide a copy of such database to Client upon termination. To the extent an archive copy of Client's database or Client Confidential Information was created by Blackbaud during the course of performing its obligations under this Agreement, Client agrees that Blackbaud may retain such copies following termination subject to Blackbaud's internal practices for record destruction. If this Agreement is terminated for any reason, Client shall nonetheless be obligated to pay Blackbaud upon such termination any and all accrued and unpaid fees and expenses due and payable to Blackbaud as of the date of termination.

16. MUTUAL PUBLICITY.

Except for disclosures required by law, each Party agrees not to issue a press release or public statement relating to this Agreement or its terms or use the other Party's name, logo, or other identifying information unless in each case the other Party has provided written consent, which shall not be unreasonably withheld. Any such disclosures or uses of name, logos, and identifying information shall be in good taste, shall not be disparaging and shall uphold the professional standards and goodwill associated with the other Party.

17. STATUTORY EXCEPTIONS.

For clients who are qualified public educational or government institutions: Any part of this Agreement, such as, by way of example, all or part of the indemnification section, which may be invalid or unenforceable against Client because of applicable state or federal law, shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law. If required by law this Agreement will be governed by applicable state or federal law.

Continued

18. GENERAL.

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. No failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by a duly authorized representative of each Party. If any provision of this Agreement is held to be unenforceable, the other provisions shall remain in full force and effect. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any attached or referenced document shall add to or vary the terms of this Agreement. All proposed modifications, variations, edits, or additions to this Agreement, Order Form(s) or SOW(s) are objected to and deemed material unless otherwise mutually agreed to in writing. Order Forms may be executed in counterparts, which together form one legal instrument. An executed copy of an Order Form made by reliable means shall be considered an original. Either Party may assign its rights or obligations under this Agreement with the non-assigning Party's written consent, such consent not to be unreasonably withheld, provided, however, that Blackbaud may assign its rights and obligations in connection with a change of control without Client's consent. Except as explicitly stated in this Agreement, nothing in this Agreement is intended to confer on third party any right, benefit or remedy of any nature. Blackbaud performs its obligations under this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Blackbaud. Client shall not contract for services related to the Services detailed in the applicable SOW(s) with any current or former Blackbaud employees or subcontractors for a period of six (6) months from the date their agreement or employment relationship with Blackbaud terminated. Blackbaud shall at all times during the Term maintain in effect commercially reasonable insurance coverage which will in no event be less than the following insurance: (i) workers' compensation and employers liability insurance as required by law; and (ii) commercial general liability insurance with a general aggregate liability limit of not less than \$2,000,000. Upon written request, Blackbaud will provide Client with a copy of its current certificate of insurance for coverage listed above

Any provision of this Agreement that contemplates performance or observance subsequent to termination of the Agreement, regardless of the date, cause or manner of such termination, shall survive such termination and shall continue in full force and effect.

Client has accepted this Agreement by the signing of the Order Form by a duly authorized officer or officer representative.

BSA Addendum

The Agreement between the Town of Loxahatchee Groves, a municipality organized under the laws of the State of Florida, with an address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 (“Client”) and Blackbaud, Inc. (“Blackbaud”) is hereby modified as follows:

1. Section 3.c is hereby deleted and replaced with the following:

“Invoices. Initial invoices for Software, Subscriptions, and Maintenance will be issued immediately following Order Form signature. All other invoices will be issued pursuant to Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes.”

2. Section 3.d is hereby deleted and replaced with the following:

“All terms regarding payment, late payment, and interest charges shall be consistent with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes.”

3. Section 4 of the Agreement is hereby modified to insert the following as a new Section 4.d:

“Blackbaud acknowledges that Client is subject to the requirements of the Florida’s ‘Sunshine Laws,’ Chapters 119 and 286, Florida Statutes, and agrees to provide Client with reasonable assistance and information as and when necessary to enable Client to comply with any information disclosure requirements. Client acknowledges that certain information, including this Agreement and all aspects of the Blackbaud Solutions, including pricing, methodology and Documentation, is confidential and proprietary to Blackbaud and if disclosed would prejudice Blackbaud’s commercial interests. Client agrees to take Blackbaud’s position fully into account and not to prejudice their commercial interests and to undertake a full and meaningful consultation, prior to any decision to disclose such information.”

4. The first two sentence of Section 5.d are hereby deleted and replaced with the following:

Unless cancelled in accordance with this section, Subscriptions and Maintenance may renew for consecutive one (1) year terms following the initial term set forth on the Order Form provided the Parties agree to the additional term in writing. Renewal fees for Subscriptions and Maintenance are subject to an adjustment, such adjustment to be included in the renewal notice and provided to Client at least one-hundred twenty (120) days prior to the end of the term of the Agreement.

5. Section 12 of the Agreement is hereby deleted and replaced with the following:

“Whenever any Party desires to give notice referenced under this Agreement unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is

intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Operational notices, such as those related to payments or renewals, may be delivered in any reasonable manner, including email. For the present, the Parties designate the following as the respective places for giving of notice:

CLIENT: Town of Loxahatchee Groves
Attention: William Underwood, Town Manager
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

WITH COPY TO: Michael D. Cirullo, Town Attorney
Goren, Cherof, Doody, & Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Ft. Lauderdale, FL 33308

BLACKBAUD: Blackbaud, Inc.
Attention: General Counsel
2000 Daniel Island Drive
Charleston, SC 29492

6. Section 14 is hereby revised to replace “New York” with “Florida.”

7. The following is added as a new Section 19:

“19. FLORIDA INFORMATION PROTECTION ACT. The Parties agree and understand that in fulfilling their obligations under the Agreement they may handle, at least in part, “customer records” that contain “personal information,” as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the “Act”). Accordingly, as required by the Act, each Party agrees to maintain safeguards to protect customer records containing such personal information, in whatever form retained and stored, from a breach of security. If personal information in the possession or control of Blackbaud are breached in the manner set forth in the Act, Blackbaud shall promptly notify Client as indicated herein, and the Parties shall work together as required by the Act to:

- a. Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials mutually determined by the Parties; and
- b. Provide all legally required notices to consumers and governmental agencies as required by the Act; and
- c. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.”

8. The following is added as a new Section 20:

“20. SOVEREIGN IMMUNITY. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof.”

9. The following is added as a new Section 21:

“COMPLIANCE WITH FLORIDA’S PUBLIC RECORDS ACT. To the extent required by section 119.0701, Florida Statutes, Blackbaud shall (a) keep and maintain public records that ordinarily and necessarily would be required by Client in order to perform the service; (b) provide the public with access to such public records on the same terms and conditions

that the Client would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and (d) Blackbaud shall meet all requirements for retaining public records and transfer to the Client, at no cost, all public records in possession of the Blackbaud upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the agency.”

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective authorized representatives.

TOWN OF LOXAHATCHEE GROVES

Blackbaud, Inc.

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

APPROVED AS TO FORM

Town Attorney



Item 6.c.

RESOLUTIONS

Resolution No. 2015-07

Local Mitigation Strategy

**Town of Loxahatchee Groves, FLORIDA
Town Council AGENDA ITEM REPORT**

AGENDA ITEM NO. 6.c.

MEETING DATE: 01/20/2015

PREPARED BY: Janet K. Whipple, Town Clerk

SUBJECT: Approving and adopting the 2015 revised Palm Beach County Local Mitigation Strategy Plan.

1.BACKGROUND/HISTORY

Problem Statement: The Local Mitigation Strategy Plan pertaining to the threat of numerous potential natural and human disasters, was established as a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance cost resulting from disaster, and is in need of renewal for continual critical service, facilities, and funding after a natural disaster.

Problem Solution: Approve Resolution No. 2015-07 for the Approval and Adoption of the 2015 Revised Palm Beach County Local Mitigation Strategy Plan.

2.CURRENT ACTIVITY

3.ATTACHMENTS

1. Email from Kelvin Bledsoe, Special Project Coordinator, Palm Beach County Division of Emergency Management, which includes the dates for the mandatory meetings.
2. Resolution No. 2015-07
3. LMS Overview

4.FINANCIAL IMPACT

N/A

5.RECOMMENDED ACTION

Request Council approve Resolution No. 2015-07 which will be sent to Palm Beach County for renewal and adoption of the 2015 Revised Palm Beach County Local Mitigation Strategy Plan.

Janet Whipple

From: Kelvin Bledsoe <KBledsoe@pbcgov.org>
Sent: Monday, December 29, 2014 10:41 AM
To: Janet Whipple
Cc: William (Bill) Underwood, II; Jeffrey Goldberg
Subject: LMS Resolution
Attachments: R14-110 boynton beach.pdf; 201411201104 green acres.pdf; 2015 PBC Local Mitigation Strategy.pdf; LMS Overview Nov 2014.pptx

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Janet,

I am sending you a copy of the approved LMS from the State of Florida along with two adoption resolutions from other Cities as examples. I am also sending you an overview of what the LMS is and does.

In addition, I will be sending you the schedule for up-coming meeting for the LMS working Group Committee that each municipality is required to attend. Each municipality is required to have a representative on the working group committee.

Our next scheduled meeting is March 11, 2015 at 9:00 a.m., at the Division of Emergency Management at 20 S. Military Trail – West Palm Beach - 33415

I hope that you will be able to schedule and adopt the resolution as soon possible. Please email or mail a copy of your approved resolution to me at my below address.

If you have any further questions, please let me know.

Very Respectfully

Kelvin Bledsoe
Special Project Coordinator
Division of Emergency Management
Palm Beach County
20 S. Military Trail
West Palm Beach, FL 33415
kbledsoe@pbcgov.org
561-712-6481
561-712-6464 (fax)



TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES APPROVING AND ADOPTING THE 2015 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County is susceptible to a variety of natural and human disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents, as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and,

WHEREAS, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local and Indian tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster Mitigation Act of 2000, as a condition for qualifying for the receiving future Federal Mitigation assistance funding requires such governments to have Federal Emergency Management Agency approved hazard mitigation plans in place that identify the natural hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, Palm Beach County's Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of natural disasters, and with input from the private sector and other members of the public,

developed and revised the Palm Beach County Unified Local Mitigation Strategy; and

WHEREAS, the 2015 Revised Local Mitigation Plan has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency and was adopted by the Board of County Commissioners on January 12, 2010; and

WHEREAS, the Palm Beach County LMS Steering Committee recommends the formal adoption of the 2015 Revised LMS Plan, including planned future enhancements and modifications described therein, by the County and all 38 participating municipalities.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town hereby approves and adopts the 2015 Revised Local Mitigation Strategy Plan in its entirety, a copy of which is on file in the Town Clerk's Office, as revised by the LMS Steering Committee and approved by the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management and the Federal Emergency Management Agency ("FEMA"),

Section 3. The Town of Loxahatchee Groves authorizes the Town Manager to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Plan, and upon receipt of such funding or other necessary resources, to seek to implement the actions in accordance with the mitigation strategies set out by the plan.

Section 4. The Town of Loxahatchee Groves will continue to support and participate in the LMS planning and implementation process as required by FEMA, the Florida Division of Emergency Management, and the Palm Beach County LMS Steering Committee.

Section 5. The Town of Loxahatchee Groves will consider incorporating climate

change concerns, sea level rise and natural hazards in the local comprehensive plan and into future reviews of flood prevention regulation and zoning codes.

Section 6. The Town of Loxahatchee Groves directs the Town Clerk to transmit an original of the executed Resolution to the Palm Beach County Division of Emergency Management, attention LMS Coordinator (712-6481), for filing in the Office of the Clerk and Comptroller.

Section 7. This Resolution shall be effective immediately upon adoption.

ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, FLORIDA, this 20th day of January, 2015.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Janet K. Whipple, Town Clerk

Mayor David Browning

Vice-Mayor Ron Jarriel

APPROVED AS TO LEGAL FORM:

Council Member Tom Goltzené

Office of the Town Attorney

Council Member Ryan Liang

Council Member Jim Rockett



Item 7.a.

ORDINANCES

Ordinance No. 2013-09

Loxahatchee Groves Commons

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM No. 7.a.

MEETING DATE: January 20, 2015

PREPARED BY: William F. Underwood, II

**SUBJECT: Ordinance 2013-09; Loxahatchee Groves Commons Rezoning (REZ-2013-01)
AR to CL/MUPD**

1.BACKGROUND/HISTORY

Problem Statement: The applicant has requested the assignment of the Commercial Low Planned Unit Development (CL/PUD) zoning designation to implement the previously assigned CL FLU designation.

Problem Solution: Consider adoption of Ordinance 2013-09

2.CURRENT ACTIVITY

The RETAG Advisory Committee at its April 24, 2013 and recommend approval subject to several actions.

The PZB at its meetings on June, 13, 2013 and August 14, 2014 recommended approval of application REZ 2013-01 subject to conditions

The Town Council, at its meeting of November 5, 2013 voted to approve REZ 2013 – 01 on first reading (i.e. Ordinance 2013-09) subject to the Initial Conceptual Master Plan and Conditions of Approval.

3.ATTACHMENTS

1. Staff Report REZ Application 2013-01
2. Ordinance 2013-09

4.FINANCIAL IMPACT

REZ Application 2013-01 is funded by the Applicant through the Town's Cost Recovery System.

5.RECOMMENDED ACTION

Approval of Ordinance 2013-09 on Second Reading.

TO: TOWN COUNCIL

FROM: JIM FLEISCHMANN TOWN PLANNING CONSULTANT

RE: SIMON TRUST PROPERTY REZONING APPLICATION REZ 2013-01: AGRICULTURAL RESIDENTIAL (AR) TO COMMERCIAL LOW PLANNED UNIT DEVELOPMENT (CL/PUD).

DATE: January 10, 2015

I. GENERAL INFORMATION

A. Applicant: Atlantic Land Investments, LLC, contract purchaser. The applicant is being represented by Bob Bentz and Joseph D. Lelonek, Managing Members, Atlantic Land Investments, LLC.

B. Owner: Ernest G. Simon, as Trustee of Trusts “A” and “B” u/w/o Alexander Abraham Simon.

C. Location: The property is located at the northwest corner of Southern Boulevard and “B” Road, Loxahatchee Groves, Florida.

D. Legal Description: Simon Trust Boundary Plat, Lot 2.

E. Parcel Size: 21.73 acres.

F. Existing Future Land Use (FLU) Designation: Commercial Low (CL).

G. Existing Zoning: Agricultural Residential (AR).

H. Existing Use Vacant land.

II. APPLICATION HISTORY

The current future land Use category assigned to the subject property is Commercial Low (CL), which was assigned by Future Land Use (FLU) Amendment 2012 – 01 (Ordinance 2012-04). The applicant has requested the assignment of the Commercial Low Planned Unit Development (CL/PUD) zoning designation to implement the previously assigned CL FLU designation.

The following is a summary of the review and approval history of the CL/PUD rezoning application:

A. April 11, 2013 Planning and Zoning Board (PZB) Meeting

The Planning and Zoning Board, at its meeting of April 11, 2013 and following a public hearing on the matter, voted to continue application REZ 2013-01 to a future meeting, by a 5-0 vote, to allow staff and the applicant additional time to address several issues.

B. April 24, 2013 Roadway Equestrian Trails and Greenways (RETAG) Advisory Committee Meeting

The RETAG Advisory Committee reviewed application REZ 2013-01 at its April 24, 2013 meeting. The RETAG passed a motion by a 3 – 0 vote to compliment the applicant for including an equestrian trail element within the Conceptual Master Plan, and recommend the following actions:

1. Include an equestrian traffic control device(s) (e.g. flashing light, monuments, or bridge, etc.) on “B” Road at the point where trails in Loxahatchee Groves Commons and Groves Town Center meet.
2. Expand the equestrian trail to include a connector along “B” Road to facilitate cross-access with the Palm Beach County State College property.
3. As part of the joint traffic improvements effort (i.e. Loxahatchee Groves Commons, Palm Beach State College and Groves Town Center), investigate and report on the feasibility of incorporating a traffic circle on “B” Road, north of the Palm Beach State College entrance.
4. As part of the joint traffic improvements effort (i.e. Loxahatchee Groves Commons, Palm Beach State College and Groves Town Center), incorporate “local traffic only” signage on “B” Road north of the Palm Beach State College entrance.
5. As part of the joint traffic improvements effort (i.e. Loxahatchee Groves Commons, Palm Beach State College and Groves Town Center), limit the northward extent of paving on “B” Road to the Palm Beach State College entrance or a traffic circle, if included.
6. Add signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Folsom Road.

7. Incorporate fencing to separate the equestrian trails from commercial buildings and parking areas. Also, incorporate shade trees along the trail routes.
8. Comply with the RETAG design and sign guidelines.
9. Retain native plants to the extent possible.
10. Staff shall consult with the Palm Beach County Traffic Division to confirm that a second east-bound left turn lane at the “B” Road/Southern Boulevard intersection is not necessary.

C. June 13, 2013 PZB Meeting

Regarding the issues raised by the PZB at its April 11, 2013 meeting, staff confirmed that Palm Beach County has concluded that two east bound left turn lanes at the “B” Road/Southern Boulevard intersection are not required at this time. Further, the applicant provided a revised Conceptual Master Plan which: (1) shifted the fast-food parcel to the east to allow for easier ingress and egress and minimizes conflicts with cars entering the site; (2) relocated the community park to the north of the “B” Road entrance; (3) identified areas for code-required parking spaces centrally located within the shopping center; and (4) relocated the entrance on Southern Boulevard further to the east.

Based upon the revisions to the Conceptual Master Plan and comments from the RETAG Advisory Committee (see above), the PZB at its meeting on June, 13, 2013 recommended approval of application REZ 2013-01 by a 3-0 vote subject to the following conditions:

1. In areas where parking spaces are 11.5’ x 22’, drive aisles shall be 28’ wide.
2. Bars are to be prohibited.
3. The applicant shall consider relocating Buildings “F” and “G” for better traffic flow.
4. A package liquor store shall be granted a separation distance waiver.
5. All conditions of approval as presented in the staff recommendation.

D. November 5, 2013 Town Council Meeting

The Town Council, at its meeting of November 5, 2013 voted to approve REZ 2013 – 01 on first reading (i.e. Ordinance 2013-09) by a 4-0 vote, subject to the Initial Conceptual Master Plan (Ref: Attachment A) and Conditions of Approval.

E. August 14, 2014 PZB Meeting

The Applicant presented the First Revision of the Conceptual Master Plan (Ref: Attachment B) component of the CL/PUD that was approved by the Town Council on First Reading in order to accommodate a tractor supply business and outdoor display and storage areas.

Outdoor display and storage uses in the CL zoning district are regulated by Sections 25-010 (C) "Outdoor Storage" and 25-010 (D) "Outdoor Display" of the Town's Unified Land Development Code (ULDC). Copies of these ULDC Sections are provided in Attachment D.

To accommodate the outdoor display needs of the tenants, the Applicant has requested a waiver to Section 25-010 (D) (1) of the ULDC which requires that merchandise in outdoor display areas be mobile and stored indoors overnight. Approval of the requested waiver would permit merchandise in outdoor display areas to remain in specified locations 24 hours per day. As this waiver was not included in the initial application, Staff requested that the PZB consider a recommendation to the Town Council on the subject.

In addition, due to the repositioning of buildings in the First Revision of the Conceptual Master Plan, the Applicant has withdrawn the previous request for a waiver from Section 55-010: "*Separation requirements*" of the ULDC for alcoholic beverage establishments.

Regarding the request for a waiver, the PZB, at its meeting of August 14, 2014 passed the following motion by a 3-1 vote:

That the Town Council grant a waiver to Section 25-010 (D) (1) of the ULDC to allow outdoor display of merchandise for sale on a 24hours per day basis only in the following locations: (1) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (2) the unscreened outdoor display area located to the west of the screened outdoor storage and display area located across the drive aisle.

The PZB motion to recommend approval did not include a waiver to allow 24 hours per day outdoor display on the sidewalk areas in front of buildings A or B.

In addition to the motion to recommend approval, the PZB requested that Staff prepare a summary of the revisions to the Initial Conceptual Master Plan made by the Applicant since First Reading of Ordinance 2013-09 by the Town Council. A summary of the Applicant's revisions to the initial Conceptual Master Plan and PZB suggestions for additional considerations by the Applicant are presented in Sections III and IV below.

III. FIRST REVISION OF THE CONCEPTUAL MASTER PLAN

The Initial Conceptual Master Plan (Ref: Attachment A) approved by the Town Council on First Reading of Ordinance 2013-09 consisted of a 94,665 sq. ft. retail shopping center (Loxahatchee Groves Commons). The following mix of uses was proposed: Retail – 72,255 sq. ft.; Pharmacy with Drive-Thru - 14,600 sq. ft; Drive-in Bank – 3,800 sq. ft.; and Fast-food Restaurant with Drive-thru - 4,000 sq. ft (Ref: Attachment A). The 94,665 sq. ft. shopping center met the 0.1 floor-area-ratio (F.A.R.) limitation of the CL zoning district.

The First Revision (Ref: Attachment B) of the Conceptual Master Plan, as presented to the PZB maintained the 94,665 retail shopping center, but consisted of the following modified mix of uses: Retail – 69,058 sq. ft.; Agricultural sales (tractor supply) - 19,097 sq. ft; Drive-in Bank – 2,500 sq. ft.; and Fast-food Restaurant with Drive-thru - 4,000 sq. ft. In addition screened outdoor storage and display (16,000 sq. ft.), unscreened display (3,400 sq. ft.) and sidewalk display areas were proposed. Per Section 10-15 of the ULDC, outdoor storage and display areas are not included in F.A.R..

The principal differences between the Initial Conceptual Master Plan (Attachment A) and the First Revision Conceptual Master Plan (Attachment B) are summarized as follows:

1. Major building locations: The Initial Plan had the grocer located on the west side of the property and the local retail buildings located along the north side of the property. A pharmacy was located in the southeast corner of the property. The First Revision Plan eliminated the pharmacy, included an agricultural indoor sales building and related outdoor storage and display areas, and located the grocer and retail buildings along the north side of the property.

2. Outparcels: The initial plan had 4 outparcel uses, including the pharmacy. The First Revision Conceptual Master Plan had 3 outparcel uses.

3. Community Park: The Initial Plan had a 0.5 acre community park located on the north side of the “B Road” entrance adjacent to the Lake Tract Area. The First Revision Plan reduced the size of the Community Park and relocated it south of the “B Road” entrance.

4. Lake Tract: The Initial Plan had a 6.45 acre Lake Tract Area along the northern property line. The Revised Plan had a 6.66 acre Lake Tract Area, including 4.05 acres of lake surface area and 2.61 acres of lake uplands area.

IV. FINAL CONCEPTUAL MASTER PLAN

The Applicant revised the First Revision Conceptual Master Plan component of the CL/PUD application to accommodate a tractor supply business, including outdoor display and storage areas and comments by the Planning and Zoning Board. The Final Conceptual Master Plan, dated December 12, 2014, is included in Attachment C.

The principal differences between the First Revision Conceptual Master Plan (Attachment B) and the Final Conceptual Master Plan (Attachment C) are summarized as follows:

1. Community Park: Increased the size of the Community Park (0.33 acres) to 0.72 acres, designated it as "Preserve/Community Park" and relocated it north of the northern "B Road" driveway.
2. The northern "B" Road driveway was redesigned and designated as right-turn only to southbound "B" Road.
3. One of the dry retention areas, previously located north of the northern "B" Road driveway was relocated to its south at the previous location of the Community Park.
4. Retail Buildings B (16,027 sq. ft.) was reduced in size to 14,527 sq. ft.
5. Outparcel Building F (2,500 sq. ft.) was increased in size to 4,000 sq. ft.

The Application includes a request for two waivers:

(1) to Section 25-010 (D) (1) of the ULDC which requires merchandise in outdoor display areas must be mobile and stored indoors overnight in order to allow outdoor display of merchandise for sale on a 24 hours per day basis in selected areas adjacent to Buildings A, B and C; and

(2) to Section 95-025: "*Size of parking spaces*" to require a minimum of 89 parking spaces at the standard parking space size of eleven feet by twenty-two and one-half feet (11' x 22.5') with twenty-eight foot (28') wide drive aisles. The balance of the parking spaces shall be provided at a minimum ten feet by twenty feet (10' x 20') with drive aisles twenty-six feet (26') in width.

Outdoor display and storage uses in the CL zoning district are regulated by Sections 25-010 (C) "Outdoor Storage" and 25-010 (D) "Outdoor Display" of the Town's Unified Land Development Code (ULDC).

The Applicant has withdrawn the previous request for a waiver from Section 55-010: "*Separation requirements*" of the ULDC for alcoholic beverage establishments. Section 55-

010 requires a 750 foot separation between alcoholic beverage establishments and other such establishments, education center, place of worship, or child care center. The waiver is no longer necessary due to the reconfiguration of buildings on the Final Conceptual Master Plan (Ref: Attachment C).

A. Revised Statement of Use: (NOTE: The following is a summary of the Applicant's Revised Statement of Use, dated July 22, 2014, which is included in Attachment J2 of the PUD Application). The subject property has been designed to locate a +/-6.50-acre lake tract, including 4.03 acres of lake surface area, along the northern boundary, adjacent to the future Palm Beach State College western campus and to cluster the uses along the high traffic area of Southern Boulevard. The applicant has previously made changes to the Conceptual Master Plan pursuant to comments received at the PZB and RETAG Advisory Committee meetings. These changes addressed the two principal concerns of parking space sizes and circulation. Further changes have evolved with the current layout which enhance circulation, cross connection with the Palm Beach State College, and access between users on the site.

One change was to relocate the community park to be adjacent to the lake and project entrance. The location has been modified to improve the circulation for the center, while keeping the park area in a prominent location. In addition, the Applicant is also proposing an equestrian trail around the lake providing an additional amenity for the community.

The Applicant has also been working with anchor tenants to provide safer access from B Road and better vehicular circulation throughout the property. Along with these changes, one of the most important changes was to create better visibility to ensure the project is viable. This was accomplished by pulling the entire development and all buildings closer to Southern Blvd. The proposed revisions are being made to create an improved Conceptual Master Plan for the community and the customers who will be frequenting proposed businesses.

All exotic vegetation will be removed from the subject property. In addition, the subject property has been designed with a 10' landscape buffer along the western boundary of the property and a 15' landscape buffer along the southern boundary of the property.

B. Justification of Additional Waiver. (NOTE: The following is a summary of the Applicant's Revised Waivers Requested Statement, dated July 22, 2104, which is included in Attachment J5 of the PUD Application). The applicant is requesting a waiver from Section 25-010 (D) (1) of the Outdoor Display area requirements, specifically as it relates to Building C, which will house a tractor supply business. In addition waivers are requested for the sidewalk areas in front of Buildings A, B and C.

All of the requirements listed in 25-010 (C) (1 through 3) are met. The proposed Conceptual Master Plan complies with all requirements for Outdoor Storage found in

Section 25-010 (C) by providing an outdoor storage area that is fenced, screened and not located in required setbacks, easements or rights-of-way.

All of the outdoor display requirements listed in 25-010 (D) (2 and 3) are met since the areas are accessory to the principal businesses and not located in required setbacks, easements or rights-of-way. The applicant believes the standard operations of all tenants will comply with these standards by providing separate areas for display that do not impede overall vehicular and pedestrian circulation.

There is a large display area located to the west of the fenced storage area for use by the proposed tractor supply tenant (Building C). The area will be used to display large equipment while not impeding parking spaces or vehicular circulation. This area and the fenced area adjacent to Building C (Agricultural Sales Building) are the subject of two of the waiver requests to allow merchandise to be displayed 24 hours per day. It is not practical for this tenant's operations, due to the size and nature of the equipment and merchandise that will be displayed outdoors, to be brought inside each night.

Wide sidewalks are proposed in front of Buildings A, B and C to allow any displayed merchandise to be free and clear of pedestrian walkways at all times. Items such as lawn and garden equipment, fencing materials, pet and livestock equipment, 3-point equipment, and miscellaneous/seasonal items are some of the items that the proposed tenant for Building C lists as items that may be stored in the sidewalk display areas in front of the store. More temporary display of outdoor items would apply to Buildings A and B, which at times may have seasonal items such as pumpkins or Christmas trees or seasonal sales items located outside of their front door or may have propane tanks permanently displayed.

The waiver request is specifically for the Outdoor Display area requirements found in Sub-section 25-010 (D) (1).

In all instances, outdoor display areas will be maintained and organized to be esthetically pleasing and it is critical that these areas be allowed to be permanently displayed in the areas shown on the site plan in order for the operation of each business to be run effectively. Thus the applicant respectfully requests a waiver from 25-010(D) (1).

The Applicant has withdrawn the request for a waiver from Article 55 of the ULDC related separation requirements for alcoholic beverage establishments.

V. STAFF RECOMMENDATION

The applicant is requesting approval of Application REZ 2013-01 to rezone the subject property from Agricultural Residential (AR) to Commercial Low Planned Unit Development (CL/PUD) subject to the Final Conceptual Master Plan, dated December 12 2014 (Ref: Attachment C), and Conditions of Approval listed in Attachment D which includes the following ULDC waivers:

1. Section 25-010 (D) (1) "*Mobility and Storage*" of the ULDC to allow outdoor display of merchandise for sale 24 hours per day in the following locations: (a) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (b) the unscreened outdoor display area to the west of the screened outdoor storage and display area adjacent to Building C, located across the drive aisle.
2. Section 95-025: "*Size of parking spaces*" of the ULDC is granted, as follows: A minimum of eighty-nine (89) spaces shall be provided at the standard parking space size of eleven feet by twenty-two and one-half feet (11.5' x 22') with twenty-eight foot (28') wide drive aisles. The balance of the spaces shall be provided at a minimum ten feet by twenty feet (10' x 20') with drive aisles twenty-six feet (26') in width.

Staff recommends approval of REZ 2013-01 subject to the Conditions of Approval included in Attachment D and the Final Conceptual Master Plan, dated December 12, 2014, included in Attachment C.

ATTACHMENT A
October 16, 2013 Initial Conceptual Master Plan

ATTACHMENT B
July 22, 2014 First Revision of the Conceptual Master Plan

ATTACHMENT C
December 12, 2014 Final Conceptual Master Plan

ATTACHMENT D
LOXAHATCHEE GROVES COMMONS
Final Conditions of Approval ~~per First Reading~~ of Ordinance 2013-09

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Site Plan (Final Conceptual Master Plan) dated ~~October 16, 2013~~ December 12, 2014 and the Statement of Use dated ~~October 17, 2013~~ July 22, 2014 and included as Attachment J2 of the CL/PUD Rezoning Application REZ 2013-01, or amendments thereto approved by the Town Council. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Cross access shall be provided to the Palm Beach State College property, as indicated on the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014, or amendments thereto approved by the Town Council.

5. Prior to submitting an initial final site plan approval application and all subsequent final site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the final site plan application(s).

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 94,655 sq. ft. of commercial low uses consistent with the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014.

2. Bars and night clubs are prohibited.

3. The initial site plan submitted for the development shall include the ~~6.45~~ 5.40 acre Lake Tract Area and ~~0.50~~ 0.72 acre Preserve/Community Park, including an equestrian trail as shown on the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

C. ENGINEERING

3. Consistent with Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no Building Permits, for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

4. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

3. No Building Permits shall be issued until construction commences for a south approach left turn lane on B Road at the project's first access connection north of the terminus for the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. No Building Permits shall be issued until construction commences for east approach right turn lanes on Southern Boulevard at each of the project access connections. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

5. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the ~~three-party agreement~~ B Road Improvement Agreement dated ~~November x, 2013~~ January x, 2015 ("B Road Agreement") between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

6. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, ~~shall~~ may be deposited in an escrow account according to the terms of the ~~three-party agreement dated November x, 2013~~ "B Road Agreement" between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves.

7. Construction of paved road improvements cited in Condition C.5, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Groves Town Center, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the ~~above referenced agreement~~ "B Road Agreement" ~~with Palm Beach State College and the Owner of the Groves Town Center property.~~ These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

8. Construction pursuant to Condition C.6 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to the Town of Loxahatchee Groves ~~an escrow account established for this purpose~~ according to the terms established in the "B Road Agreement" ~~above referenced agreement with Palm Beach State College and the Owner of the Groves Town Center property~~. Costs, assuming construction on the existing unpaved roadway section, shall include roadway design, permitting, construction and inspection.

9. Any future request to modify Condition C.1 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

10. The northernmost project driveway along "B" Road shall be channelized and limited to right turn only traffic exiting the property.

11. Any future realignment of either of or both of the "B" Road access drives shall require approval by the Town's Consulting Engineer.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.

3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase 1 Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trail depicted on the Final Conceptual Master Plan shall include a connector along "B" Road, inside of the "B" Road right-of-way, to facilitate cross-access with the Palm Beach County State College property.

2. As part of the joint traffic improvements effort detailed in Section C:

(a) Equestrian traffic control devices shall be installed at points where trails cross "B" Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the ~~three-party agreement~~ "B Road Agreement" per Condition C.6.

- (b) "Local traffic only" signage shall be placed on "B" Road north of the Palm Beach State College entrance.
- (c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the ~~three-party agreement~~ "B Road Agreement" per Condition C.5. If feasible, the applicant, along with Palm Beach State College and the owner of the Groves Town Center property shall share any associated costs of placing and constructing the signage.

3. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from commercial buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

4. Equestrian trails shall comply with the Town design and sign guidelines.

F. ARCHITECTURAL

Architectural elevations for initial buildings, as well as a theme for the entire Loxahatchee Groves Commons development, shall be submitted with the application for initial site plan approval. Elevations for subsequent buildings shall be reviewed and approved by the Town Manager for consistency with said architectural theme. The Town Manager may refer subsequent building elevations to the Town Council for approval if he determines that an inconsistency with the approved architectural theme is proposed. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

G. SIGNAGE

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

H. PUD WAIVERS

1. A waiver to Section 95-025: "*Size of parking spaces*" of the ULDC is granted, as follows: A minimum of ~~ninety-one (91)~~ eighty-nine (89) spaces shall be provided at the standard parking space size of eleven feet by twenty-two and one-half feet (11.5' x 22') with twenty-eight foot (28') wide drive aisles. The balance of the spaces shall be provided at a minimum ten feet by twenty feet (10' x 20') with drive aisles twenty-six feet (26') in width.

~~2. A waiver to Section 55-010: "*Separation requirements*" of the Unified Land Development Code (ULDC) for alcoholic beverage establishments, as defined in Section 10-015 of the ULDC, is granted eliminating the 750 foot separation requirement as it may specifically pertain to the location of a single beer, wine and alcohol package liquor sales store, not to allow on-site consumption, and any future education center buildings located on the adjacent Palm Beach State College property.~~

2. A waiver to Section 25-010 (D) (1) "Mobility and Storage" of the ULDC is granted to allow outdoor display of merchandise for sale on a 24 hours per day basis only in the following locations: (a) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (b) the unscreened outdoor display area located to the west of the Building C screened outdoor storage and display area located across the drive aisle to the west.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 21.73 ACRES, MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT “A” TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION COMMERCIAL LOW PLANNED UNIT DEVELOPMENT (CL/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town’s Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town’s Comprehensive Plan; and,

WHEREAS, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development (“PUD”), to facilitate development on property that exceeds expectations of standard zoning districts, implements the Town’s Comprehensive Plan, and to allow for creative use of land and quality development; and,

WHEREAS, the Property Owner, Ernest G. Simon, as Trustee of Trusts “A” and “B” u/w/o Alexander Abraham Simon, has submitted petition REZ 2013-01 to rezone certain property located at the northwest corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 21.73 acres, more or less, legally described and as designated on the map in Exhibit “A”, attached hereto (the “Property”), from Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Loxahatchee Groves

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

zoning designation of Commercial Low Planned Unit Development (CL/PUD); and,

WHEREAS, at its meeting of April 24, 2013, the Town’s Recreation Equestrian Trails and Greenways Advisory Committee (RETGAC), considered petition REZ 2013-01 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, at its meetings of June 13, 2013 and August 14, 2014, the Town’s Planning and Zoning Board (PZB) considered petition REZ 2013-01 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, at its meeting of November 5, 2013, the Town Council approved REZ 2013-01 on First Reading to rezone the Property subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, the notice and hearing requirements for adoption of rezoning ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered petition REZ 2013-01 for rezoning, the recommendation of the RETGAC, the PZB, Town Staff, and the comments from the public; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

authorized and empowered to consider petitions relating to the rezoning of property within the Town; and

WHEREAS, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, approve with conditions PUD rezoning petitions;

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

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

Section 2. The Town Council has considered the findings in the Staff Report dated January 10, 2015 and the Town RETGAC and LPA recommendations and makes the following findings of fact:

1. The Town Council finds petition REZ 2013-01 to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160-020(A) (1) – (6) of the Town of Loxahatchee Groves Unified Land Development Regulations and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

2. To insure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of rezoning petition REZ 2013-01, certain conditions of approval are necessary.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

Section 3. The zoning of the property located at the northwest corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 21.73 acres, more or less, legally described, and as designated on the map, in Exhibit “A”, attached hereto, from Town of Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Town of Loxahatchee Groves zoning designation of Commercial Low Planned Unit Development (CL/PUD) is hereby approved subject to the Final Conceptual Master Plan, dated December 12, 2014 and Conditions of Approval in Exhibit “B”, attached hereto.

Section 4. The Town Administration is hereby authorized and directed to make appropriate changes on the zoning map of the Town, to effectuate the purpose of this ordinance.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

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

Section 7. This Ordinance shall take effect as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 5th DAY OF NOVEMBER, 2013.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____, 2015.**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor David Browning

Janet K. Whipple, Town Clerk

Vice-Mayor Ron Jarriel

Council Member Tom Goltzené

Council Member Ryan Liang

Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Ordinance 2013-09:

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

LOCATION MAP

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

EXHIBIT B

LOXAHATCHEE GROVES COMMONS

FINAL CONCEPTUAL MASTER PLAN AND CONDITIONS OF APPROVAL

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

FINAL CONCEPTUAL MASTER PLAN

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

Final Conditions of Approval per First Reading of Ordinance 2013-09

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Site Plan (Final Conceptual Master Plan) dated ~~October 16, 2013~~ December 12, 2014 and the Statement of Use dated ~~October 17, 2013~~ July 22, 2014 and included as Attachment J2 of the CL/PUD Rezoning Application REZ 2013-01, or amendments thereto approved by the Town Council. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Cross access shall be provided to the Palm Beach State College property, as indicated on the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014, or amendments thereto approved by the Town Council.

5. Prior to submitting an initial final site plan approval application and all subsequent final site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the final site plan application(s).

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 94,655 sq. ft. of commercial low uses consistent with the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014.

2. Bars and night clubs are prohibited.

3. The initial site plan submitted for the development shall include the ~~6.45~~ 5.40 acre Lake Tract Area, and ~~0.50~~ 0.72 acre Preserve/Community Park, including an equestrian trail as shown on the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014.

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TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

C. ENGINEERING

1. Consistent with Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no Building Permits, for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

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7. Construction of paved road improvements cited in Condition C.5, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Groves Town Center, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the ~~above referenced agreement~~ "B Road Agreement", ~~with Palm Beach State College and the Owner of the Groves Town Center property.~~ These costs shall include, but are not

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

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8. Construction pursuant to Condition C.6 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to ~~the Town of Loxahatchee Groves an eserow account established for this purpose~~ according to the terms established in the "B Road Agreement", ~~above referenced agreement with Palm Beach State College and the Owner of the Groves Town Center property.~~ Costs, assuming construction on the existing unpaved roadway section, shall include roadway design, permitting, construction and inspection.

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4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase 1 Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trail depicted on the Final Conceptual Master Plan shall include a connector along "B" Road, inside of the "B" Road right-of-way, to facilitate cross-access with the Palm Beach County State College property, as stated in the "B Road Agreement".

2. As part of the joint traffic improvements effort detailed in Section C:

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

- (a) Equestrian traffic control devices shall be installed at points where trails cross “B” Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the ~~three party agreement~~ “B Road Agreement” per Condition C.6.
- (b) “Local traffic only” signage, ~~as addressed in the~~ “B Road Agreement”, shall be placed on “B” Road north of the Palm Beach State College entrance.
- (c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the ~~three party agreement~~ “B Road Agreement” per Condition C.5. If feasible, the applicant, along with Palm Beach State College and the owner of the Groves Town Center property shall share any associated costs of placing and constructing the signage.

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Architectural elevations for initial buildings, as well as a theme for the entire Loxahatchee Groves Commons development, shall be submitted with the application for initial site plan approval. Elevations for subsequent buildings shall be reviewed and approved by the Town Manager for consistency with said architectural theme. The Town Manager may refer subsequent building elevations to the Town Council for approval if he determines that an inconsistency with the approved architectural theme is proposed. Elevations shall be designed to be consistent with the Town’s Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

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The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

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1. A waiver to Section 95-025: “*Size of parking spaces*” of the ULDC is granted, as follows: A minimum of ~~ninety-one (91)~~ eighty-six (86) spaces shall be provided at the standard parking space size of eleven feet by twenty-two and one-half feet (11.5’ x 22’) with twenty-eight foot (28’) wide drive aisles. The balance of the spaces shall be provided at a minimum ten feet by twenty feet (10’ x 20’) with drive aisles twenty-six feet (26’) in width.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

~~2. A waiver to Section 55-010: “*Separation requirements*” of the Unified Land Development Code (ULDC) for alcoholic beverage establishments, as defined in Section 10-015 of the ULDC, is granted eliminating the 750 foot separation requirement as it may specifically pertain to the location of a single beer, wine and alcohol package liquor sales store, not to allow on site consumption, and any future education center buildings located on the adjacent Palm Beach State College property.~~

2. A waiver to Section 25-010 (D) (1) “*Mobility and Storage*” of the ULDC is granted to allow outdoor display of merchandise for sale on a 24 hours per day basis only in the following locations: (a) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (b) the unscreened outdoor display area located to the west of the screened outdoor storage and display area located across the drive aisle.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-09

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

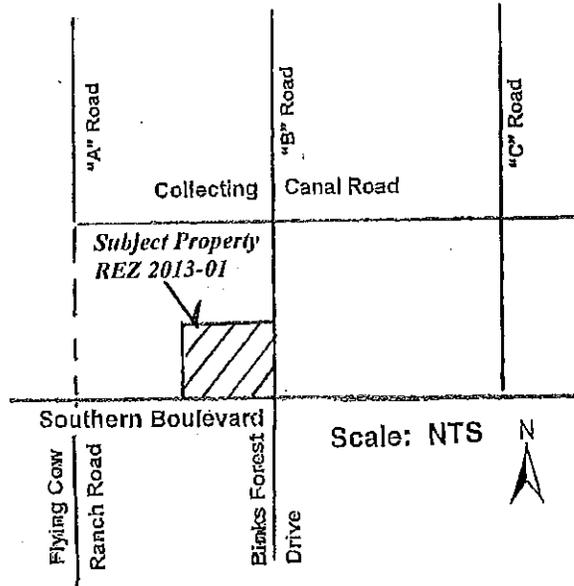
The following Legal Description is applicable to Ordinance 2013-09:

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

LOCATION MAP





Item 7.b.

ORDINANCES

Ordinance No. 2013-10

Loxahatchee Groves Town Center

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM No. 7.b.

MEETING DATE: January 20, 2015

PREPARED BY: William F. Underwood, II

SUBJECT: Ordinance 2013-10 – Groves Town Center Rezoning (REZ-2013-01) AR to MLU/PUD

1.BACKGROUND/HISTORY

Problem Statement: The applicant has requested the assignment of the Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to implement the previously assigned Multiple Land Use FLU designation.

Problem Solution: Consider adoption of Ordinance 2013-10

2.CURRENT ACTIVITY

The RETAG Advisory Committee at its April 24, 2013 and recommend approval subject to several actions several actions.

The PZB at its meeting on April 11, 2013 recommended approval of application REZ 2013-02 subject to conditions

The Town Council, at its meeting of November 5, 2013 voted to approve REZ 2013 – 01 on first reading (i.e. Ordinance 2013-10) subject to the Initial Conceptual Master Plan and Conditions of Approval.

3.ATTACHMENTS

1. Staff Report REZ Application 2013-02
2. Ordinance 2013-10

4.FINANCIAL IMPACT

REZ Application 2013-02 is funded by the Applicant through the Town's Cost Recovery System.

5.RECOMMENDED ACTION

Approval of Ordinance 2013-10

TO: TOWN COUNCIL

FROM: JIM FLEISCHMANN TOWN PLANNING CONSULTANT

RE: STAFF REPORT: LOXAHATCHEE EQUESTRIAN PARTNERS LLC/SOLAR SPORTSYSTEMS, INC. REZONING APPLICATION REZ 2013-02: AGRICULTURAL RESIDENTIAL (AR) TO MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD).

DATE: JANUARY 10, 2015

I. GENERAL INFORMATION

A. Applicant: Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC, property owners. The applicant is being represented by F. Martin Perry of the firm Perry and Taylor, P.A.

B. Owner: Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC.

C. Location: The property is located at the northeast corner of Southern Boulevard and “B” Road, south of Collecting Canal, Loxahatchee Groves, Florida (Ref: Map 1).

D. Legal Description: The property is legally described as including the following parcels of land: (1) The south 1000 feet of Tract 4, Block I of the Loxahatchee Groves Plat; (2) a portion of Lot 5, Block I of the Loxahatchee Groves Plat; and (3) a portion of Lot 6, Block I, of the Loxahatchee Groves Plat. The full legal description is included as Attachment A of the associated General Application.

E. Parcel Size: 90.32 acres.

F. Existing Future Land Use (FLU) Designation: The Multiple Land Use (MLU) future land use designation was assigned to the property by Future Land Use Amendment 11-1.3 (Ordinance 2011-017).

G. Existing Zoning: Agricultural Residential.

H. Existing Use: Vacant/pasture land.

II. APPLICATION HISTORY

The Multiple Land Use (MLU) Future Land Use category was assigned to the subject property by Town Ordinance 2011-017. The applicant has requested the assignment of a Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation in order to accommodate the integrated development concept assigned to the property by Comprehensive Plan Amendment 11-1.3 (CPA 11-1.3). CPA 11-1.3 assigned the MLU future land use designation to the property and imposed the following development limitations by incorporating Special Policy 1.15.2 within the text of the Future Land Use Element of the Comprehensive Plan.

1. Development on the property shall be regulated by the application of the following criteria:

- Commercial Low (CL) – Maximum of 34.34 acres/103,000 sq. ft. of retail commercial space.
- Commercial Low Office - Maximum of 16.0 acres/44,000 sq. ft. of professional and medical office commercial space.
- Institutional – Minimum of 40.0 acres/Maximum of 128 congregate living beds.

2. A 300 foot wide buffer shall be incorporated within the master plan along that portion of the MLU adjacent to the Collecting Canal.

A. April 11, 2013 Planning and Zoning Board Meeting

The Planning and Zoning Board, at its meeting of April 11, 2013 and following a public hearing on the matter, voted to recommend approval of application REZ 2013-02 by a 5-0 vote.

B. April 24, 2013 Roadway Equestrian Trails and Greenways (RETAG) Advisory Committee Meeting

The RETAG Committee reviewed application REZ 2013-02 at its April 24, 2013 meeting. The RETAG passed a motion by a 3 – 0 vote to compliment the applicant for including an equestrian trail element within the preliminary site plan, and recommend the following actions:

1. Include an equestrian traffic control device(s) (e.g. flashing light, monuments, bridge, etc.) on “B” Road at the point where trails in Loxahatchee Groves Commons and Groves Town Center meet.
2. Expand the equestrian trail to connect to the east-west easement along Collecting Canal in order to facilitate expansion of the trail to the east of “C” Road.
3. Incorporate a second equestrian trail along the Collecting Canal within the 300 foot buffer and within 100 foot buffer areas
4. As part of the joint traffic improvements effort (i.e. Loxahatchee Groves Commons, Palm Beach State College and Groves Town Center), investigate and report on the feasibility of incorporating a traffic circle on “B” Road, north of the Palm Beach State College entrance.
5. As part of the joint traffic improvements effort (i.e. Loxahatchee Groves Commons, Palm Beach State College and Groves Town Center), incorporate “local traffic only” signage on “B” Road north of the Palm Beach State College entrance.
6. As part of the joint traffic improvements effort (i.e. Loxahatchee Groves Commons, Palm Beach State College and Groves Town Center), limit the northward extent of paving on “B” Road to the Palm Beach State College entrance or a traffic circle, if included.
7. Incorporate fencing on the final site plan to separate equestrian trails from commercial or CLF buildings and parking areas. Incorporate shade trees along the trail routes.
8. Comply with the RETAG design and sign guidelines.
9. Retain native plants to the extent possible.
10. Staff shall consult with the Palm Beach County Traffic Division to confirm that a second east-bound left turn lane at the “B” Road/Southern Boulevard intersection is not necessary.

The RETAG passed a separate motion, by a 3 – 0 vote, requesting the Town Council to consider constructing an equestrian bridge over Collecting Canal at “C” Road.

B. June 13, 2013 Planning and Zoning Board Meeting

As Application REZ 2013-02 was recommended for approval at the April 11, 2013 meeting, it was not discussed at the June 13, 2013 meeting.

C. November 5, 2013 Town Council Meeting

The Town Council, at its meeting of November 5, 2013 and following a public hearing on the matter, voted to approve REZ 2013 – 02 on first reading (i.e. Ordinance 2013-10) by a 4-0 vote.

D. January 10, 2015 Town Council Meeting

The Town Council, at its meeting of January 10, 2014⁵ and following a public hearing on the matter, voted to approve/deny REZ 2013 – 02 on second reading (i.e. Ordinance 2014-10) by a x-y vote.

III. CONCEPTUAL MASTER PLAN

The Applicant has not revised the Conceptual Master Plan (Ref: Attachment B) since the approval by Town Council on First Reading of Ordinance 2013-010

A. Statement of Use

(NOTE: The following is a summary of the Applicant’s Statement of Use which is included in Attachment J2 of the PUD Application). The proposed development concept is consistent with and implements Special Policy 1.15.2 of the Future Land Use Element (Ordinance Number 2011-017), which changed the site’s Future Land Use designation from Rural Residential 5 (RR 5) to Multiple Land Use (MLU) and established specific development intensities for the following uses: Commercial Low, Commercial Low Office and Institutional.

B. Justification of Waiver

The Applicant requests a waiver from Section 95-025 of the ULDC, which requires that parking spaces be sized at minimum of 11 feet by 22.5 feet and that handicap parking spaces be sized at a minimum of 14 feet by 22.5 feet. The applicant proposes that parking spaces be sized at 10 feet by 20 feet and handicap parking spaces at 12 by 20 feet. A waiver is therefore requested from the minimum parking space size requirements set forth in Section 95-025 of the ULDC.

Pursuant to the requirements of Article 41, Section 2.E.2 of the ULDC, the applicant has submitted a justification of the proposed waivers. The justification, in terms of the required evaluation criteria, is summarized in the Staff Report dated October 26, 2013 and included herein by reference..

XI. FINAL STAFF FINDING AND RECOMMENDATION

Town Planning Staff completed a detailed analysis of REZ Application 2013-02 on October 26, 2013 which is incorporated herein by reference. Based upon the analysis and conclusions presented in the October 26, 2013 report and recommendations by the Town's Planning and Zoning Board and RETAG Advisory Committee, Planning staff finds REZ 2013-02 to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160-020(A)(1) – (6) of the ULDC, and the objectives and standards of a planned unit development, as depicted in Section 41-3 of the ULDC.

However to insure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of this application, Staff recommends approval of REZ 2013-02 subject to the Conditions of Approval and Conceptual Master Plan presented in Attachments A and B

The Applicant has requested a waiver from the minimum standard parking space dimensions of 11 feet by 22.5 feet and handicap parking spaces dimensions of 14 feet by 22.5 feet. The applicant proposes that standard parking spaces be sized at 10 feet by 20 feet and handicap parking spaces at 12 by 20 feet. Due to the current lack of detail in the Conceptual Master Plan, including building and bay sizes and locations and expected tenant mix, staff cannot support the proposed waivers at this time. However, staff can support providing the Applicant with an additional opportunity to request the proposed waivers during the site plan review process when greater project detail is available.

**ATTACHMENT A
GROVES TOWN CENTER
CONDITIONS OF APPROVAL**

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated April 4, 2013 and the Statement of Use included as Attachment J2 of the MLU/PUD Rezoning Application REZ 2013-02, dated August 22, 2012. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 103,000 sq. ft. of commercial low uses, 44,000 sq. ft. of commercial low professional office and medical office uses, and a 128-bed assisted living facility, consistent with the Conceptual Master Plan dated April 4, 2013.

2. A separate site plan pursuant to ULDC Article 155 for the 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, shall be submitted concurrently with, or a component of, the site plan for the first phase of development.

3. A Conservation Easement, Restrictive Covenant or Deed Restriction, as determined by the Town Council, limiting the use of the 300-foot wide buffer areas along the northern and eastern property lines, as indicated on the Conceptual Master Plan dated April 4, 2013, to conservation and equestrian trail uses, shall be approved by the Town and recorded with the Palm Beach County Clerk of Courts ~~prior to receiving the first project building permit~~. On or before the time of the recording of the plat for Pods E and F as depicted in the Conceptual Master Plan dated April 4, 2013. The Easement, ~~or~~ Deed Restriction, or Restrictive Covenant shall include but is not limited to an approved landscape plan and buffer management plan.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. Building Permits for more than 14,600 sq. ft. of general office, 21,000 sq. ft. of medical office, and the 128 unit congregate care facility (or development generating an equivalent number of external PM peak hour outbound trips, as approved by the County Engineer) shall not be issued until the Property Owner makes a proportionate share payment to the Palm Beach County Board of County Commissioners to pay for its proportionate share of the required improvement to widen Southern Blvd. from a 4-lane divided highway to a 6-lane divided highway from ¼ mile west of Big Blue Trace to the existing 6-lane section east of Palms West Parkway. The proportionate share payment shall be 7% of the total cost to construct the additional eastbound lane and 5.3% of the total cost to construct the westbound lane. The amount of the proportionate share payment shall be calculated at the time of payment based on the best estimate of the total cost of the required improvement as approved by the County Engineer.

3. Building Permits for more than 21,000 sq. ft. of retail, 23,000 sq. ft. of general office, 21,000 sq. ft. of medical office, and the 128 unit congregate care facility (or development generating an equivalent number of total PM peak hour outbound trips, as approved by the County Engineer) shall not be issued until construction commences for a second west approach left turn lane (and appropriate receiving lanes) and an exclusive north approach left turn lane, through lane and right turn lane at the intersection of Southern Blvd. and B Road. Construction shall include any required signal modifications in conjunction with the roadway improvements, and may also include installation of mast arms. "Construction commences" is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. Acceptable surety for the design, right of way acquisition, the construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 3 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

5. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard.

Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

6. No Building Permits shall be issued until construction commences for a north approach left turn lane on B Road at the project's first access connection north of the terminus of the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

7. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the ~~three-party agreement~~ B Road Improvement Agreement dated November x, 2013 2014 ("B Road Agreement") between the property owner, Palm Beach State College and the owner of the Loxahatchee Groves Commons property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

8. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, ~~shall~~ may be deposited in an escrow account according to the terms of the ~~three-party agreement dated November x, 2013~~ "B" Road Agreement between the property owner, Palm Beach State College and the owner of the Loxahatchee Groves Commons property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves.

9. Construction of paved roadway improvements cited in Condition C.7, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Loxahatchee Groves Commons, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the ~~above referenced agreement with Palm Beach State College and the Owner of the Loxahatchee Groves Commons property~~ "B" Road Agreement. These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

10. Construction pursuant to Condition C.8 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to ~~an escrow account established for this purpose~~ according to the terms established in the ~~above referenced agreement with Palm Beach State College and the Owner of the Loxahatchee Groves Commons property.~~ "B" Road Agreement. Costs, assuming construction on the existing unpaved roadway section, shall include roadway design, permitting, construction and inspection.

11. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first.

12. Any future request to modify Conditions C.1 – C.3 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

13. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan, shall require approval by the Town's Consulting Engineer.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).
2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.
3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.
4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase 1 Archaeological Survey of the property shall be completed.
5. Native plants shall be retained to the extent possible.

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trails depicted on the Master Plan are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment along Collecting Canal to facilitate Town-wide east-west connectivity. Existing fencing on the west side of "C" Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan
2. The equestrian trail depicted on the Conceptual Master Plan shall include an equestrian bridge at the intersection of Collecting Canal and "C" Road to facilitate Town-wide north-south connectivity.
3. As part of the joint traffic improvements effort detailed in Section C:
 - (a) Equestrian traffic control devices shall be installed at points where trails cross "B" Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the ~~three-party agreement~~ "B" Road Agreement per Condition C.9.
 - (b) "Local traffic only" signage, as addressed in the "B" Road Agreement, shall be placed on "B" Road north of the Palm Beach State College entrance.
 - (c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the three-party agreement per Condition C.8. If feasible, the owner of Groves Town Center, along with Palm Beach

State College and the owner of the Loxahatchee Groves Commons property shall share any associated costs of placing and constructing the signage.

4. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from assisted living facility buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

5. Equestrian trails shall comply with the Town design and sign guidelines.

F. ARCHITECTURAL

The architectural elevations for included buildings, as well as a theme for the entire Groves Town Center development, shall be submitted simultaneously with the application for initial site plan approval. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

G. SIGNAGE

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

H. PUD WAIVERS

1. The Applicant may propose, and the Town Council may consider waivers to standard and handicapped parking minimum space requirements during the site plan approval process for a specific development parcel or pod.

**ATTACHMENT B - GROVES TOWN CENTER
CONCEPTUAL MASTER PLAN**

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 90.33 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT “A” TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town’s Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town’s Comprehensive Plan; and,

WHEREAS, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development (“PUD”), to facilitate development on property that exceeds expectations of standard zoning districts, implements the Town’s Comprehensive Plan, and to allow for creative use of land and quality development; and,

WHEREAS, the Property Owners, Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC, have submitted petition REZ 2013-02 to rezone certain property located at the northeast corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 90.33 acres, more or less, legally described and as designated on the map in Exhibit “A”, attached hereto (the “Property”), from Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Loxahatchee Groves zoning designation of

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

Multiple Land Use Planned Unit Development (MLU/PUD), and,

WHEREAS, at its meeting of April 11, 2013, the Town's Planning and Zoning Board (PZB), considered petition REZ 2013-02 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, at its meeting of April 24, 2013, the Town's Recreation Equestrian Trails and Greenways Advisory Committee (RETGAC), considered petition REZ 2013-02 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, at its meeting of April 24, 2013, the Town's Recreation Equestrian Trails and Greenways Advisory Committee (RETGAC), considered petition REZ 2013-02 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, at its meeting of November 5, 2013, the Town Council approved REZ 2013-02 on First Reading to rezone the Property subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

WHEREAS, the notice and hearing requirements for adoption of rezoning ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered petition REZ 2013-02 for rezoning, the recommendation of the RETGAC, the PZB, Town Staff, and the comments from the public; and

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to consider petitions relating to the rezoning of property within the Town; and

WHEREAS, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, approve with conditions PUD rezoning petitions;

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

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

Section 2. The Town Council has considered the findings in the Staff Reports dated April 4, 2013 and January 10, 2015 and the Town RETGAC and LPA recommendations and makes the following findings of fact:

1. The Town Council finds petition REZ 2013-02 to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160-020(A) (1) – (6) of the Town of Loxahatchee Groves Unified Land Development Regulations, and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

2. To insure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of rezoning petition REZ 2013-02, certain conditions of approval are necessary.

Section 3. The zoning of the property located at the northeast corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 90.33 acres, more or less, legally described, and as designated on the map, in Exhibit “A”, attached hereto, from Town of Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Town of Loxahatchee Groves zoning designation of Multiple Land Use Planned Unit Development (MLU/PUD) is hereby approved subject to the Master Plan and Conditions of Approval in Exhibit “B”, attached hereto.

Section 4. The Town Administration is hereby authorized and directed to make appropriate changes on the zoning map of the Town, to effectuate the purpose of this ordinance.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

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

Section 7. This Ordinance shall take effect as provided by law.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 5th DAY OF NOVEMBER, 2013.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2015.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor David Browning

Janet K. Whipple, Town Clerk

Vice-Mayor Ron Jarriel

Council Member Tom Goltzene

Council Member Ryan Liang

Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

EXHIBIT A

LEGAL DESCRIPTION:

LAND DESCRIPTION:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD STATE ROAD 80 ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA. CONTAINING 3,934,972 SQUARE FEET/90.3345 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOWN OF LOXAHATCHEE GROVES

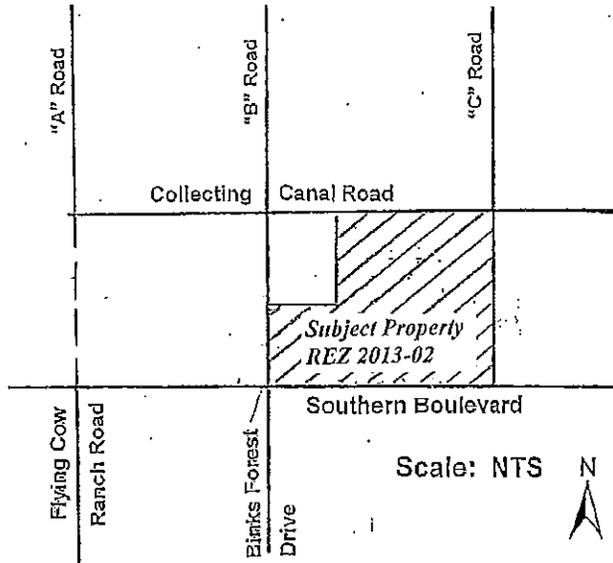
ORDINANCE NO. 2013-010

LOCATION MAP:

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

LOCATION MAP:



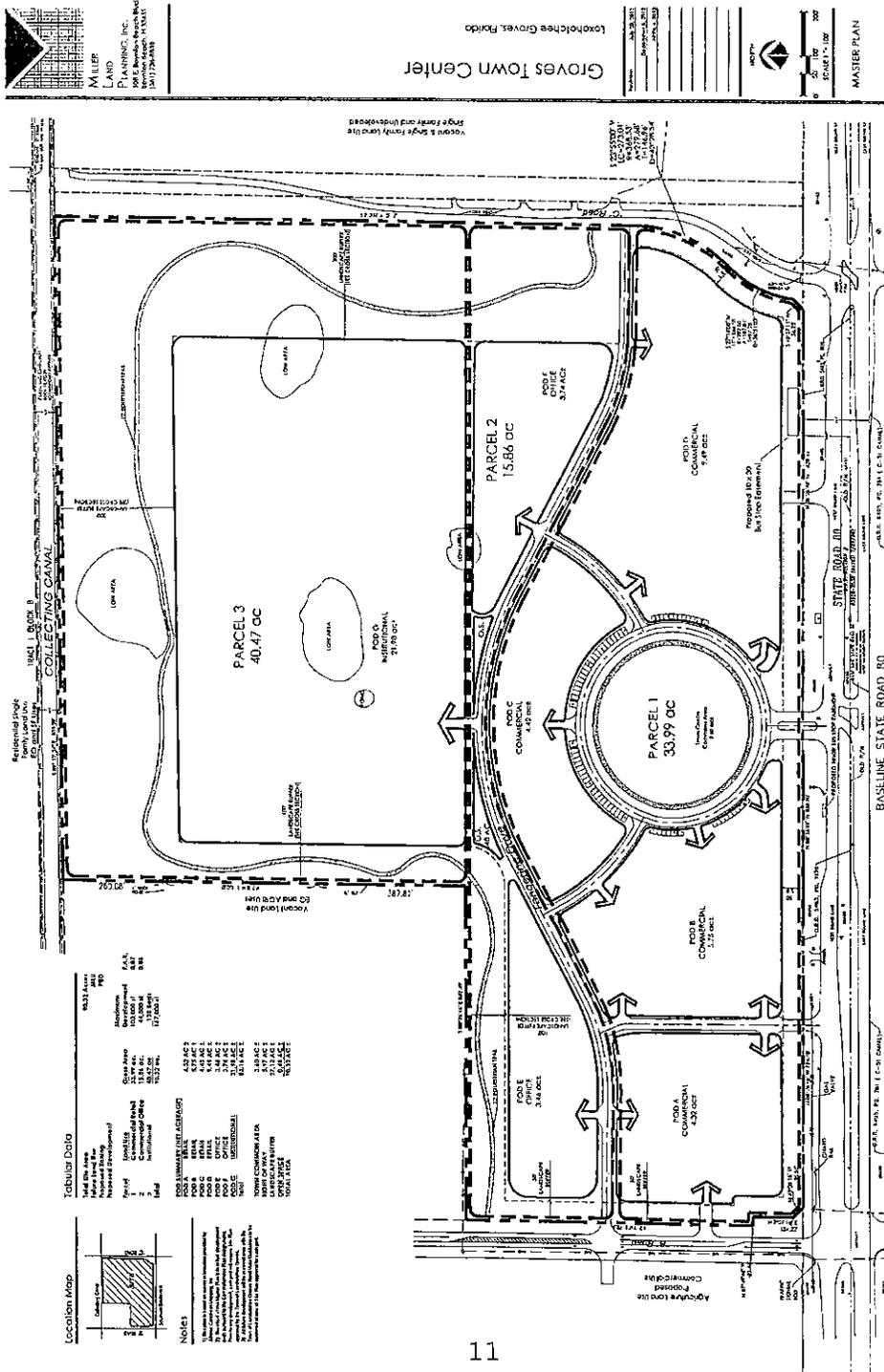
TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

EXHIBIT B

**GROVES TOWN CENTER
CONCEPTUAL MASTER PLAN AND CONDITIONS OF APPROVAL**

ATTACHMENT B - GROVES TOWN CENTER CONCEPTUAL MASTER PLAN



Tabular Data

Item	Quantity	Unit	Notes
Lot Area	163,711	SQ FT	
Proposed Building	1,000,000	SQ FT	
Proposed Parking	10,000	SPACES	
Proposed Landscaping	10,000	SQ FT	
Proposed Stormwater	10,000	MG	
Proposed Water	10,000	MG	
Proposed Sewer	10,000	MG	
Proposed Gas	10,000	MG	
Proposed Electric	10,000	MG	
Proposed Fiber Optic	10,000	MG	
Proposed Telecommunications	10,000	MG	
Proposed Other	10,000	MG	

NOTES

1. This plan is a conceptual master plan and is not intended to be used for any other purpose.
2. All dimensions are in feet and inches.
3. All areas are in acres.
4. All distances are in feet.
5. All bearings are in degrees, minutes, and seconds.
6. All curves are in feet.
7. All easements are in feet.
8. All utility lines are in feet.
9. All other features are in feet.

REZ 2013-02
Groves Town Center MLU/PUD Rezoning
January 10, 2015

TOWN OF LOXAHATCHEE GROVES

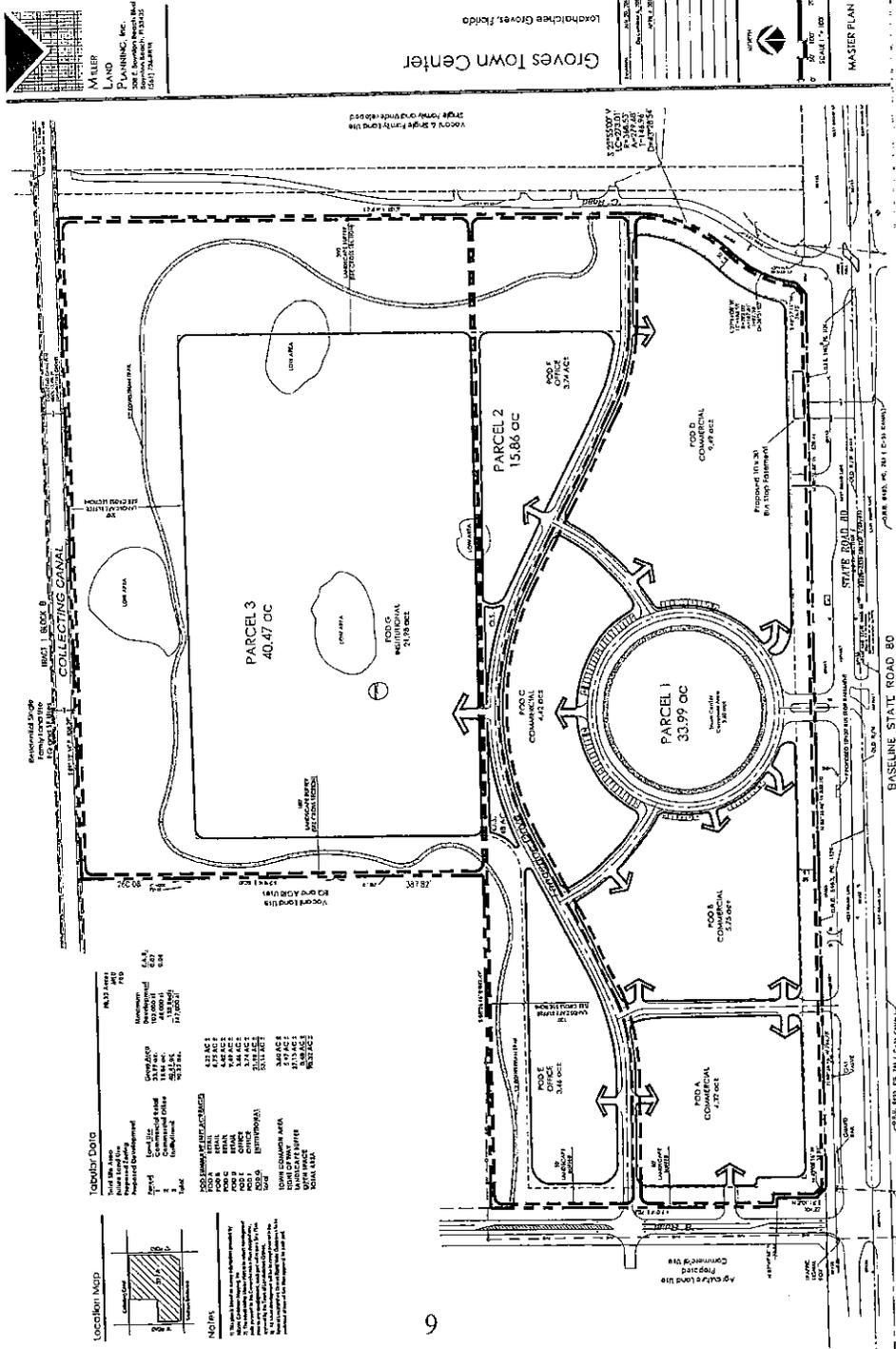
ORDINANCE NO. 2013-010

**GROVES TOWN CENTER
CONCEPTUAL MASTER PLAN – APRIL 4, 2013**

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

GROVES TOWN CENTER
CONCEPTUAL MASTER PLAN – APRIL 4, 2013



TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

GROVES TOWN CENTER CONDITIONS OF APPROVAL

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated April 4, 2013 and the Statement of Use included as Attachment J2 of the MLU/PUD Rezoning Application REZ 2013-02, dated August 22, 2012. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 103,000 sq. ft. of commercial low uses, 44,000 sq. ft. of commercial low professional office and medical office uses, and a 128-bed assisted living facility, consistent with the Conceptual Master Plan dated April 4, 2013.

2. A separate site plan pursuant to ULDC Article 155 for the 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, shall be submitted concurrently with, or a component of, the site plan for the first phase of development.

3. A Conservation Easement, Restrictive Covenant or Deed Restriction, as determined by the Town Council, limiting the use of the 300-foot wide buffer areas along the northern and eastern property lines, as indicated on the Conceptual Master Plan dated April 4, 2013, to conservation and equestrian trail uses, shall be approved by the Town and recorded with the Palm Beach County Clerk of Courts prior to receiving the first project building permit. On or before the time of the recording of the plat for Pods E and F as depicted in the Conceptual Master Plan dated April 4, 2013. The Easement, or Deed Restriction, or Restrictive Covenant shall include but is not limited to an approved landscape plan and buffer management plan.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. Building Permits for more than 14,600 sq. ft. of general office, 21,000 sq. ft. of medical office, and the 128 unit congregate care facility (or development generating an equivalent number of external PM peak hour outbound trips, as approved by the County Engineer) shall not be issued until the Property Owner makes a proportionate share payment to the Palm Beach County Board of County Commissioners to pay for its proportionate share of the required improvement to widen Southern Blvd. from a 4-lane divided highway to a 6-lane divided highway from ¼ mile west of Big Blue Trace to the existing 6-lane section east of Palms West Parkway. The proportionate share payment shall be 7% of the total cost to construct the additional eastbound lane and 5.3% of the total cost to construct the westbound lane. The amount of the proportionate share payment shall be calculated at the time of payment based on the best estimate of the total cost of the required improvement as approved by the County Engineer.

3. Building Permits for more than 21,000 sq. ft. of retail, 23,000 sq. ft. of general office, 21,000 sq. ft. of medical office, and the 128 unit congregate care facility (or development generating an equivalent number of total PM peak hour outbound trips, as approved by the County Engineer) shall not be issued until construction commences for a second west approach left turn lane (and appropriate receiving lanes) and an exclusive north approach left turn lane, through lane and right turn lane at the intersection of Southern Blvd. and B Road. Construction shall include any required signal modifications in conjunction with the roadway improvements, and may also include installation of mast arms. "Construction commences" is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. Acceptable surety for the design, right of way acquisition, the construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 3 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

5. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

6. No Building Permits shall be issued until construction commences for a north approach left turn lane on B Road at the project's first access connection north of the terminus of the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

7. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the ~~three party agreement~~ B Road Improvement Agreement dated November x, 2013 2014 TOWN ("B Road Agreement) between the property owner, Palm Beach State College and the owner of the Loxahatchee Groves Commons property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

8. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, ~~shall~~ may be deposited in an escrow account according to the terms of the ~~three party agreement dated November x, 2013~~ "B" Road Agreement between the property owner, Palm Beach State College and the owner of the Loxahatchee Groves Commons property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves. TOWN

9. Construction of paved roadway improvements cited in Condition C.7, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Loxahatchee Groves Commons, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the ~~above referenced agreement with Palm Beach State College and the Owner of the Loxahatchee Groves Commons property~~ "B" Road Agreement. These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

10. Construction pursuant to Condition C.8 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to ~~an escrow account established for this purpose~~ according to the terms established in the ~~above referenced agreement with Palm Beach State College and the Owner of the Loxahatchee Groves Commons property.~~ "B" Road Agreement. Costs, assuming construction on the existing unpaved roadway section, shall include roadway design, permitting, construction and inspection.

11. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first.

12. Any future request to modify Conditions C.1 – C.3 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

13. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan, shall require approval by the Town's Consulting Engineer.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.

3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase I Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trails depicted on the Master Plan are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment along Collecting Canal to facilitate Town-wide east-west connectivity. Existing fencing on the west side of "C" Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan

2. The equestrian trail depicted on the Conceptual Master Plan shall include an equestrian bridge at the intersection of Collecting Canal and "C" Road to facilitate Town-wide north-south connectivity.

3. As part of the joint traffic improvements effort detailed in Section C:

(a) Equestrian traffic control devices shall be installed at points where trails cross "B" Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the ~~three-party agreement~~ "B" Road Agreement per Condition C.9.

(b) "Local traffic only" signage, as addressed in the "B" Road Agreement, shall be placed on "B" Road north of the Palm Beach State College entrance.

(c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the three-party agreement per Condition C.8. If feasible, the

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

owner of Groves Town Center, along with Palm Beach State College and the owner of the Loxahatchee Groves Commons property shall share any associated costs of placing and constructing the signage.

4. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from assisted living facility buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

5. Equestrian trails shall comply with the Town design and sign guidelines.

F. ARCHITECTURAL

The architectural elevations for included buildings, as well as a theme for the entire Groves Town Center development, shall be submitted simultaneously with the application for initial site plan approval. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

G. SIGNAGE

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

H. PUD WAIVERS

1. The Applicant may propose, and the Town Council may consider waivers to standard and handicapped parking minimum space requirements during the site plan approval process for a specific development parcel or pod.



Item 7.c.

ORDINANCES

Ordinance No. 2014-08

Okeechobee Boulevard Corridor Moratorium

**Town of Loxahatchee Groves, FLORIDA
Town Council AGENDA ITEM REPORT**

AGENDA ITEM NO. 7.c.

MEETING DATE: 1/20/2015

PREPARED BY: William F. Underwood, II

**SUBJECT: Okeechobee Boulevard Commercial Land Use Plan Amendment Application
Moratorium; Ordinance 2014-08**

1.BACKGROUND/HISTORY

Problem Statement: the Town Council directed staff to prepare a moratorium ordinance on commercial land use plan amendment applications for properties fronting Okeechobee Boulevard.

Problem Solution: Adopt an ordinance implementing the moratorium.

2.CURRENT ACTIVITY

Staff prepared a draft of proposed Ordinance 2014-08 which imposes a moratorium on Okeechobee Boulevard commercial future land use plan amendment applications until May 31, 2015. Town Council forwarded the proposed ordinance to the Planning and Zoning Board (PZB) for review and comment. PZB reviewed the proposed ordinance at its December 18, 2014 meeting and recommended approval by a 3 – 0 vote

3.ATTACHMENTS

Staff Report and proposed Ordinance 2014-08

4.FINANCIAL IMPACT

The proposed ordinance was funded by a Council work authorization to the Town Attorney.

5.RECOMMENDED ACTION

Approval of Ordinance 2014-08.

Loxahatchee Groves Town Council Staff Report
Meeting Date: January 20, 2015

Prepared By: Jim Fleischmann, Town Planning Consultant

Subject: Okeechobee Boulevard Moratorium Ordinance

A. Background/History: Following a recommendation by the Local Planning Agency (LPA), the Town Council, at its December 2, 2014 meeting, directed the Town Attorney to draft an ordinance declaring a 6-month moratorium, to May 31, 2015, on commercial future land use plan amendment applications on Okeechobee Boulevard. The purpose of the moratorium is to allow the Town an opportunity to review Comprehensive Plan policies related to commercial development.

Issue Statement: Consideration of the proposed Okeechobee Blvd. corridor Moratorium Ordinance 2014-08.

Potential Actions: (1) Approval on First Reading; (2) denial; or (3) approval on First Reading subject to revisions.

B. Current Activity:

Staff prepared a draft of proposed Moratorium Ordinance 2014-08 for review by the Planning and Zoning Board, which recommended approval by a 3 – 0 vote, at its December 18, 2014 meeting.

C. Attachments:

Proposed Moratorium Ordinance 2014-08.

D. Town Financial Impact:

The Ordinance was funded by the Town through a Town Attorney Work Authorization.

E. Recommended Action:

Approval of Moratorium Ordinance 2014-08 on First Reading.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2014-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR A MORATORIUM UNTIL MAY 31, 2015, ON THE PROCESSING AND REVIEW OF APPLICATIONS FOR AMENDMENTS TO THE TOWN'S COMPREHENSIVE PLAN, INCLUDING FUTURE LAND USE MAP AMENDMENTS AND TEXT AMENDMENTS, RELATING TO COMMERCIAL LAND USES ON PROPERTIES FRONTING ON OKEECHOBEE BOULEVARD WITHIN THE CORPORATE BOUNDARIES OF THE TOWN AS OF DECEMBER 2, 2014; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the requirements of Chapter 2006-328, Laws of Florida the Town Charter of the Town of Loxahatchee Groves, on October 10, 2006, the voters within the area of unincorporated Palm Beach County known as Loxahatchee Groves voted to incorporate as the Town of Loxahatchee Groves (the "Town"); and,

WHEREAS, one of the primary motivations of incorporation was to preserve the rural nature of the area in which the Town is located; and,

WHEREAS, the Town initially adopted its Comprehensive Plan in 2009; and,

WHEREAS, after an administrative challenge to the Town's Comprehensive Plan was dismissed, the Town's Comprehensive Plan became effective in August, 2011; and,

WHEREAS, since 2012, Palm Beach County has approved several significant projects in unincorporated areas of the County near the Town that could affect Okeechobee Boulevard; and,

WHEREAS, since the Town's Comprehensive Plan has come into effect, the Town has received and considered several applications for Land Use Amendments, as well as Text Amendments, to the Town's Comprehensive Plan, including for property fronting along

Okeechobee Boulevard; and,

WHEREAS, during the review of the Land Use Amendments and Text Amendments received and reviewed by the Town since the Town's Comprehensive Plan came into effect, issues relating to consistency between language in the Comprehensive Plan and the preservation of the Town's rural character were identified by the Town Council and the Town's Planning and Zoning Board during the above referenced review; and,

WHEREAS, the Town expects continuing pressure to develop commercial uses along Okeechobee Boulevard within the Town which may threaten the Town's historical rural character and lifestyle; and,

WHEREAS, the Town's Planning Consultant has proposed text amendments for the Town's Comprehensive Plan, which has been reviewed by the Town's Planning and Zoning Board and Town Council, but which have not been approved and require additional time to develop and adopt; and,

WHEREAS, the adoption of a moratorium on the receipt and processing of applications for Land Use Applications and Text Amendments to the Town's Comprehensive Plan relating to commercial land uses on property fronting Okeechobee Boulevard will provide the Town with time to complete its review of the Comprehensive Plan, and adopt same; and,

WHEREAS, the Town Council believes that it is in the best interest of the Town, and its residents, to review the Town's Comprehensive Plan given the issues that have arisen, and to consider the need for amendments to the Town's Comprehensive Plan that will enhance the Comprehensive Plan's consistency with the Town's historical conditions and vision of remaining a rural area; and,

WHEREAS, the Town's Planning and Zoning Board considered this Ordinance at its

December 18, 2014 , meeting and recommended that the Town Council approve the moratorium.

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

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

Section 2. Moratorium Imposed. The Town Council of the Town of Loxahatchee Groves hereby declares a moratorium as of December 2, 2014, for the time period specified in Section 4, on the processing and review of Land Use Amendments and Text Amendments to the Town's Comprehensive Plan relating to commercial land uses on property fronting Okeechobee Boulevard.

Section 3. Exceptions to Moratorium. The Town Council hereby declares that Amendments to the Town's Comprehensive Plan initiated by the Town shall be exempt from the Moratorium.

Section 4. Period of Moratorium. The Town Council of the Town of Loxahatchee Groves hereby declares that the moratorium shall be effective for the period through May 31, 2015, unless otherwise modified by the Town Council by ordinance.

Section 5. All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of such conflict.

Section 6. If any Section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____, 2015.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____, 2015.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor David Browning

Janet K. Whipple, Town Clerk

Vice-Mayor Ron Jarriel

Council Member Tom Goltzené

Council Member Ryan Liang

Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney



Item 7.d.

ORDINANCES

Ordinance No. 2015-01

Wildlife

**Town of Loxahatchee Groves, FLORIDA
Town Council AGENDA ITEM REPORT**

AGENDA ITEM No. 7.d.

MEETING DATE: 1/20/2015

PREPARED BY: William F. Underwood, II

SUBJECT: Wildlife ULDC revisions

1.BACKGROUND/HISTORY

Problem Statement: the Town Council directed staff to prepare ULDC revisions to insure that there is no conflict with state regulatory authority on the issue of Wildlife regulation

Problem Solution: Adopt ULDC revisions to insure that there is no conflict with State regulatory authority

2.CURRENT ACTIVITY

Staff prepared a draft of proposed ULDC revisions which was presented to the Town Council at its August 14, 2014 meeting. Town Council forwarded the proposed ULDC revisions to the Planning and Zoning Board (PZB) for review and comment. PZB reviewed the proposed amendments at its November 20, 2014 and December 18, 2014 meetings. At its December 18, 2014 meeting, the PZB recommended approval of the proposed amendments by a 3 – 0 vote, as attached.

3.ATTACHMENTS

Proposed Ordinance 2015-01

4.FINANCIAL IMPACT

The proposed ordinance was funded by a Council work authorization to the own Attorney.

5.RECOMMENDED ACTION

Approval of Ordinance 2015-01 on First Reading.

Loxahatchee Groves Town Council Staff Report

Meeting Date: January 20, 2015

Prepared By: Jim Fleischmann, Town Planning Consultant
Subject: Wildlife regulation ULDC revisions; Ordinance 2015-01

A. Background/History:

Issue Statement: Due to the existence of current State regulations regarding captive wildlife, and an opinion from the Assistant General Council to the Florida Fish and Wildlife Conservation Commission which limits local government control, the Town Council directed staff to prepare ULDC revisions to insure that there is no conflict with state regulatory authority over the matter.

Potential Actions: (1) Approve proposed Wildlife ULDC revisions; (2) deny proposed Wildlife ULDC revisions; or (3) approve proposed Wildlife ULDC revisions subject to conditions.

B. Current Activity:

Staff prepared a draft of proposed ULDC revisions which was presented to the Town Council at its August 14, 2014 meeting. With minor changes to the Staff proposal, the Town Council forwarded the proposed ULDC revisions to the Planning and Zoning Board (PZB) for review and comment. At the November 20, 2014 meeting, the PZB Voted to continue discussion to the December 18, 2014 meeting to allow additional time to review background information that was not included in its November Agenda package. In the December 18, 2014 Agenda package, Staff included the following materials:

1. Proposed ULDC revisions to Sections 10-15. "*Definitions*", 20-010 (B). "*Animals and Livestock*", Section 20-015. "*Permitted Uses*" (AR District), Section 25-015. "*Permitted Uses*" (Commercial Low and Commercial Low Office Districts), Section 40-015 "*Permitted Uses*" (Conservation District), Section 80-45. "*Exhibition of Class I and Class II Wildlife*", and Section 80-50. "*Aviculture*".
2. Florida Fish and Wildlife Conservation Commission (FFWCC) Office of the General Counsel opinion regarding local regulation of captive wildlife.
3. E-Mail correspondence between Town Attorney Cirullo and the FFWCC
4. Florida Statutes Sections 379.3761 and 379.762
5. Florida Administrative Code (FAC) Section 68A-1.002 and Chapter 688A-6.

The PZB discussed the proposed ULDC revisions and also heard comments from Larry Lefkowitz, primarily on the issue of noise.

C. Planning and Zoning Board Recommendation:

At its December 18, 2014 meeting, the PZB recommended approval by a 3 – 0 vote (members Close and Joyce absent). of the proposed amendments with the insertion of a reference to F.S. 379.3762 “*Personal possession of wildlife*” within the proposed revision of ULDC Section 10-015 “*Definitions*”. Staff has included the PZB recommendation in the proposed wildlife revisions.

D. Recommended Action:

Staff recommends approval of Ordinance 2015-01 on First Reading, including the following ULDC revisions

Section 10-015. - Definitions.

Wildlife pets. Shall include only those animals listed, categorized and regulated under Florida Statutes Sections 379.3761: “*Exhibition or sale of wildlife; fees; classifications* ”and 379.3762 “*Personal possession of wildlife*” and Florida Administrative Code Chapter 68A-6: “*Wildlife as Personal Pets*”, that have been designated as endangered species, threatened species, or species of special concern by the State of Florida or federal government, and are permitted in private ownership by the Florida Fish and Wildlife Conservation Commission. This definition shall not include any dangerous or poisonous animal of the reptile or amphibian species.

Section 20-010. - General provisions.

The following requirements shall apply to the Agricultural Residential (AR) Zoning District.

(B) Animals and livestock. The breeding raising, and/or keeping of animals and livestock as an accessory use to a permanent dwelling shall be subject to the following standards:

(1) *Number.* The number of animals and livestock permitted shall be based on parcel size as follows.

a. *Livestock.* Four livestock, not including swine, are permitted per every one acre of land, except that parcels of at least five acres are permitted eight livestock per every acre of land and parcels over ten acres in size shall have no limit to the number of livestock per acre.

b. *Small domesticated farm animals.* Fifteen (15) small domesticated animals are permitted per every one-half (1/2) acre of land.

c. *Large domesticated farm animals.* Two (2) large domesticated animals are permitted per every one (1) acre of land.

d. *Poultry.* Parcels under one acre shall be limited to four (4) birds per every one-quarter (1/4) acre.

e. *Swine.* One (1) swine is permitted per property of one (1) acre or greater, except for pot bellied pigs, which shall be considered livestock.

f. ~~Wildlife pets. Ten wildlife pets are permitted on properties of five acres or greater provided that the wildlife pets are permitted and licensed by the State of Florida.~~

g. f. Household pets. A maximum of ten (1) household pets are permitted on a property.

Section 20-015. - Permitted uses.

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

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

Note 1: The exhibition of wildlife pets is preempted by state law and regulated by the State of Florida. See Sections 379.3761 and 379.62, Florida Statutes and Florida Administrative Code Chapter 68A-6.

Accessory Uses	Agricultural Residential (AR)
Accessory Dwelling	Permitted
Groom's Quarter	Permitted
Caretaker's Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80
Veterinarian Services	Permitted
Private Kennels	Permitted
Private Stables	Permitted

Section 25-015. Permitted uses.

Plots located in the Commercial Low and Commercial Low Office zoning districts may be used for one or more the following uses.

Principal Uses	Commercial Low (CL)	Commercial Low Office (CLO)
Adult Entertainment	Permitted subject to Article 20	Not Permitted
Arcade, Video	Permitted	Not Permitted
Automobile Repair Garage	Permitted	Not Permitted
Bank or Financial Institution	Permitted	Permitted
Bar, Lounge, Tavern or Pub	Permitted	Not Permitted
Barber Shop, Beauty or Nail Salon	Permitted	Not Permitted
Pool Hall	Permitted	Not Permitted
Car Wash, Self-Service or Automated	Permitted	Not Permitted
Catering or Food Service Delivery	Permitted	Not Permitted
Child Care Center	Permitted	Not Permitted
Commercial Animal Manure Management	Not Permitted	Not Permitted
Commercial Chipping and Mulching	Permitted subject to Article 80	Not Permitted
Convenience Store	Permitted	Not Permitted
Dance/Night Club	Permitted	Not Permitted
Day Labor Hiring Center	Permitted w/Special Exception Category A	Not Permitted
Delicatessen	Permitted	Not Permitted
Theater or Auditorium	Permitted	Not Permitted
Dry Cleaning or Laundry Service	Permitted	Not Permitted
Employment Agency	Not Permitted	Not Permitted
Essential Services and Utilities	Permitted	Permitted
Exhibition of Wildlife Pets	Permitted subject to Article 80—See Note 2 below	Not Permitted—See Note 2 below
Gasoline Station	Permitted	Not Permitted
Shooting Range	See Note 1 below	See Note 1 below
Archery Range	Permitted subject to Article 80	Not Permitted
Hotel	Permitted	Not Permitted
Holiday Wayside Stand	Permitted subject to Article 80	Permitted subject to Article 80
Laboratory (e.g., medical, dental, research)	Permitted	Permitted
Offices (e.g. business, professional, medical)	Permitted	Permitted
Package Liquor, Beer or Wine Store	Permitted	Not Permitted
Outdoor Events	Permitted subject to Article 80 and to a Special Exception Category B	Permitted subject to Article 80 and to a Special Exception Category B
Retail Plant or Produce Sales	Permitted	Not Permitted
Restaurant, Fast Food	Permitted	Not Permitted
Restaurant, Full Service	Permitted	Permitted
Restaurant, Take Out	Permitted	Permitted
Retail Services	Permitted	Not Permitted
Retail Store	Permitted	Not Permitted

Principal Uses (continued)	Commercial Low (CL)	Commercial Low Office (CLO)
Commercial Recreation (e.g. batting cages, rink)	Permitted	Not Permitted
Veterinary Clinic or Hospital	Permitted	Not Permitted
Warehouse, Self Storage	Permitted	Not Permitted
Wireless Communication Facilities	Permitted	Permitted
Adult Day Care	Permitted	Permitted
Schools, Public or Private	Permitted	Not Permitted
Gym or Fitness Center	Permitted	Permitted

Note 1: The regulation of guns and shooting ranges is preempted by state law and regulated solely by the State of Florida. See Sections 790.33 and 790.333, Florida Statutes.

Note 2: The exhibition of wildlife pets is preempted by state law and regulated by the State of Florida. See Sections 379.3761 and 379.62, Florida Statutes and Florida Administrative Code Chapter 68A-6.

Section 40-015. - Permitted uses.

Plots located in the Conservation zoning district may be used for one or more of the following specified uses.

Principal Uses	Parks and Recreation
Natural open Space	Permitted
Passive Park	Permitted
Walking and Biking Trail	Permitted
Wildlife Observation	Permitted See Note 1 below

Note 1: The exhibition of wildlife pets is preempted by state law and regulated by the State of Florida. See Sections 379.3761 and 379.62, Florida Statutes and Florida Administrative Code Chapter 68A-6.

Section 80-045. - Exhibition of Class I and Class II Wildlife.

Individuals providing care and permanent habitat for Class I and Class II Wildlife that have been abused, neglected or otherwise need sanctuary may request a license from the Town to allow limited exhibition of said wildlife, subject to the provisions of this section.

(A) For purposes of this section only, exhibition of wildlife shall be defined as a public or private showing of Class I and Class II wildlife for financial or other consideration.

(B) For purposes of this section, Class I and Class II wildlife are defined pursuant to Chapter 68 A6, F.A.C., as amended.

(C) The property on which the animals are kept shall have a minimum plot size of five acres and a minimum plot width and length of 300 feet and must conform with all of the minimum requirements established in the Florida Administrative Code.

(D) No wildlife exhibition license may be issued for a location that is within 1,000 feet of another licensed wildlife exhibitor.

(E) Signage is not permitted.

(F) The owner of the animals must hold a USDA, Animal Welfare Act, Class C Exhibitor License and a Florida Fish and Game Conservation Commission Class I or II (as applicable) License, and must live on the property on a permanent basis.

(G) The owner of the animals shall maintain 501(C)(3) non-profit status for the specific purpose of caring and providing habitat for the wild animals.

(H) All wildlife habitat areas shall be surrounded by a minimum of a six foot high barrier/fence to prevent unauthorized access. The wildlife habitat areas shall also be fully screened from all property lines to a height of six feet through the use of landscape materials or opaque fence materials.

(I) Public premises liability coverage in the amount of \$1,000,000.00 shall be maintained at all times. The policy must name the Town as an additional insured and must be issued by an insurance company authorized by the Florida Department of Insurance to do business in the State of Florida. The Town Attorney must approve the policy.

(J) The number of wild animals on the property shall be limited to three per acre.

(K) At no time shall the property be unattended and without the presence of someone licensed to handle wild animals, or with at least six months experience working under the jurisdiction of the licensee's Federal and State licenses when the owner of the animal(s) is away from the premises.

(L) All parking shall be accommodated on-site, and shall be screened from view along all property lines adjoining any private or public street, or residential plot. Parking areas shall be set back at least 25 feet from any residential plot line. Parking areas need not be paved.

(M) Public admission shall be by appointment only, and shall be limited to 40 people on the property at any given time, except that groups from educational institutions arriving by bus shall be limited to 100 people, and that special events with attendance greater than that provided for herein may be held up to 12 times per year, provided the

owner notifies the Town Clerk's Office in writing at least five days prior to the event. The notification shall state the date and hours, nature of the event, and maximum number of people expected.

(N) Noise levels, including noises resulting from public admission, shall not exceed the limits set forth in Section 50-010, " Excessive Noise."

(O) Noise abatement. Wildlife habitat areas shall be designed, constructed and located using noise abatement measures (e.g., locating wildlife which excessively screech, howl, or make loud noises away from property lines; maintaining a thick, vegetated buffer along property lines) to help ensure that noise levels do not exceed the limits set forth in Section 50-010, " Excessive Noise."

(P) Upon determination that an application for an exhibition of Class I and Class II wildlife license satisfies the criteria of this section, the Town shall notice property owners within 1,000 feet of the subject property, by certified mail, that an application for a wild animal habitat license will be administratively approved and issued ten days from the mailing date indicated on the notice, unless a written objection is received by the Town Clerk within the ten day period.

(Q) Upon satisfying all of the conditions for licensure, a license under this section shall be issued administratively unless the Town receives written objection from a noticed property owner within the ten day response period. In the case of a timely objection, the application for licensure shall be scheduled for the next available Town Council agenda as an advertised public hearing. After hearing the testimony of affected property owners, the Town Council may approve, approve with conditions, or deny the application for licensure based upon consideration of the following criteria:

(1) That the use is compatible with the existing natural environment and other properties in the vicinity;

(2) That there will be adequate provision for safe traffic movement, both vehicular and pedestrian, in the area which will serve the use;

(3) That there are adequate setbacks, buffering, and general amenities in order to control any adverse effects of noise, light, dust and other potential nuisances; and,

(4) That the land area is sufficient, appropriate and adequate for the use as proposed. Conditions placed upon the license by Town Council may supplement the requirements of this section contained in provisions (A) through (O).

(R) Licenses are valid only to the person named on the license and shall not be transferable.

(S) Upon a second violation of any one or more provisions of this section within a 24 month period, as determined pursuant to the Town's code enforcement procedures, the Town shall notify the licensee, by certified mail, of its intent to revoke the license. The licensee or designee may initiate an appeal of the revocation by filing written notice

of intent to appeal with the Town Clerk's Office no later than 15 days from receipt of the Town's notice of intent to revoke the license. The license will be administratively revoked should the licensee not file an appeal within the allotted time. The Town Clerk shall schedule the appeal for the next available Town Council meeting. In determining the existence of extenuating factors contributing to the code violation(s), Council may uphold the revocation or continue the license with any conditions Council may deem appropriate to protect the public health, safety and welfare.

(T) Nothing within this section shall be construed to prevent the Town Council from revoking the license at any time, provided that after conducting an advertised public hearing on the matter, a supermajority of council members make a determination that the licensed activity no longer satisfies the criteria for licensure.

(U) All exhibition of Class I and Class II wildlife shall occur on a parcel that has a land use designation of Commercial Low.

Section 80-050. -- Aviculture.

Permits for aviculture, as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" may be issued in the Agricultural Residential (AR) zoning district subject to the following:

(A) Minimum plot size requirements:

(1) Two acres for 40 to 200 birds.

(2) Five acres for 201 or more birds.

(B) Breeder:

(1) The minimum plot size shall be two acres; and

(2) Shelters, cages and accessory structures shall be set back a minimum of 50 feet from all property lines; and

(3) Outdoor shelters and cages shall be contained to specific areas of the plot and completely screened from view from adjacent properties with a visual barrier. Such barriers may include natural vegetation, landscaping, fencing or other opaque structures; and

(4) The breeder shall locate birds that excessively screech, chirp, crow or make loud noises away from residential properties to the maximum extent possible; and

(5) The care, licensing, registration and inspections shall be as required by applicable regulations; and

(6) Any avicultural endeavor shall comply with Article 50, "Public Nuisances," of this Code.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2015-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE TOWN'S UNIFIED LAND DEVELOPMENT CODE; AMENDING PART I, ENTITLED "ADMINISTRATION AND DEFINITIONS," ARTICLE 10 ENTITLED "DEFINITIONS, ABBREVIATIONS, AND CONSTRUCTION OF TERMS", SECTION 10-015, ENTITLED "DEFINITIONS," TO AMEND THE DEFINITION OF WILDLIFE PETS, AND TO DELETE THE DEFINITION OF WILDLIFE PETS FROM PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 20 ENTITLED "RESIDENTIAL ZONING DISTRICTS," SECTION 20-010, ENTITLED "GENERAL PROVISIONS", SECTION (B), ENTITLED "ANIMALS AND LIVESTOCK"; TO AMEND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 20 ENTITLED "RESIDENTIAL ZONING DISTRICTS," SECTION 20-015, ENTITLED "PERMITTED USES" AND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 25 ENTITLED "COMMERCIAL ZONING DISTRICTS," SECTION 25-015, ENTITLED "PERMITTED USES," AND PART II, ENTITLED "ZONING DISTRICTS," ARTICLE 40 ENTITLED "CONSERVATION DISTRICT," SECTION 40-015, ENTITLED "PERMITTED USES" TO CLARIFY THAT AVICULTURE USE IN THE AGRICULTURAL RESIDENTIAL ZONING DISTRICT, EXHIBITION OF WILDLIFE PETS IN THE COMMERCIAL AND COMMERCIAL LOW ZONING DISTRICTS, AND WILDLIFE OBSERVATION IN THE CONSERVATION DISTRICT ARE PERMITTED AS REGULATED BY STATE LAW; TO DELETE PART III, ENTITLED "SUPPLEMENTAL REGULATIONS," ARTICLE 80 ENTITLED "CONDITIONAL USES," SECTION 80-045, ENTITLED "EXHIBITION OF CLASS I AND CLASS II WILDLIFE", AND SECTION 80-050, ENTITLED "AVICULTURE"; PROVIDING FOR INTENT OF THE TOWN TO COMPLY WITH THE STATE'S PREEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council directed Town Administration to review provisions of the Town's Unified Land Development Code (ULDC) relating to the

exhibition of wildlife as it relates to regulation by the Florida Fish and Wildlife Conservation Commission (FWC); and,

WHEREAS, pursuant to the direction of the Town Council, the Town Administration has reviewed the matter, including consulting with FWC counsel, on the scope of FWC regulation and local government regulation of wildlife exhibition; and,

WHEREAS, the FWC recommends that local governments not establish different standards for wildlife exhibition and other activities within its constitutional jurisdiction to regulate, but that such uses may fall within local regulations that are generally applicable throughout the Town, such as noise and nuisance; and,

WHEREAS, consistent with the direction of the Town Council, and based upon review of FWC regulations and guidance from FWC counsel, the Town Administration has reviewed the provisions of the Town's ULDC and recommends that certain provisions that specifically regulate activities covered by FWC regulation be deleted to avoid any potential conflicts with FWC preemption in those areas; and

WHEREAS, the Town of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend the Town's ULDC to defer to the state for specific regulations of such pursuant to the state's preemptions as evidenced by Sections 379.3761 and 379.62, Florida Statutes and Florida Administrative Chapter 68A-6, Florida Administrative Code.

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

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

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

Section 10-015. - Definitions.

Wildlife ~~pets~~. Shall include only those animals listed, categorized and regulated under Florida Statutes Section 379.3761: “Exhibition or sale of wildlife; fees; classifications”, Florida Statutes Section 379.62: “Personal possession of wildlife”, Florida Administrative Code Chapter 68A-1.002 “Regulation of Wild Animal Life and Freshwater Aquatic Life in the State”, and Florida Administrative Code Chapter 68A-6: “Wildlife as Personal Pets”. ~~that have been designated as endangered species, threatened species, or species of special concern by the State of Florida or federal government, and are permitted in private ownership by the Florida Fish and Wildlife Conservation Commission. This definition shall not include any dangerous or poisonous animal of the reptile or amphibian species.~~

Section 3. Part II, entitled “Zoning Districts,” Article 20 entitled “Residential Zoning Districts,” Section 20-010, entitled “General Provisions”, Section (B), entitled “Animals and Livestock”, of the Town’s Unified Land Development Code, is amended as follows:

Section 20-010. - General provisions.

The following requirements shall apply to the Agricultural Residential (AR) Zoning District.

(B) Animals and livestock. The breeding raising, and/or keeping of animals and livestock as an accessory use to a permanent dwelling shall be subject to the following standards:

(1) *Number.* The number of animals and livestock permitted shall be based on parcel size as follows.

a. *Livestock.* Four livestock, not including swine, are permitted per every one acre of land, except that parcels of at least five acres are permitted eight livestock per every acre of land and parcels over ten acres in size shall have no limit to the number of livestock per acre.

b. *Small domesticated farm animals.* Fifteen (15) small domesticated animals are permitted per every one-half (1/2) acre of land.

c. *Large domesticated farm animals.* Two (2) large domesticated animals are permitted per every one (1) acre of land.

d. *Poultry.* Parcels under one acre shall be limited to four (4) birds per every one-quarter (1/4) acre.

e. *Swine.* One (1) swine is permitted per property of one (1) acre or greater, except for pot bellied pigs, which shall be considered livestock.

~~f. *Wildlife pets.* Ten wildlife pets are permitted on properties of five acres or greater provided that the wildlife pets are permitted and licensed by the State of Florida.~~

g. f. Household pets. A maximum of ten (1) household pets are permitted on a property.

Section 4. Part II, entitled “Zoning Districts,” Article 20 entitled “Residential Zoning Districts,” Section 20-015, entitled “Permitted Uses”, of the Town’s Unified Land Development Code, is amended as follows:

Section 20-015. - Permitted uses.

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

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

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

Accessory Uses	Agricultural Residential (AR)
Accessory Dwelling	Permitted
Groom's Quarter	Permitted
Caretaker's Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B

Accessory Uses (Continued)	Agricultural Residential (AR)
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80
Veterinarian Services	Permitted
Dog Boarding	Permitted
Temporary Events	Permitted w/Special Exception Category C

Section 5. Part II, entitled “Zoning Districts,” Article 25 entitled “Commercial Zoning Districts,” Section 25-015, entitled “Permitted Uses”, of the Town’s Unified Land Development Code, is amended as follows:

Section 25-015. Permitted uses.

Plots located in the Commercial Low and Commercial Low Office zoning districts may be used for one or more the following uses.

Principal Uses	Commercial Low (CL)	Commercial Low Office (CLO)
Adult Entertainment	Permitted subject to Article 20	Not Permitted
Arcade, Video	Permitted	Not Permitted
Automobile Repair Garage	Permitted	Not Permitted
Bank or Financial Institution	Permitted	Permitted
Bar, Lounge, Tavern or Pub	Permitted	Not Permitted
Barber Shop, Beauty or Nail Salon	Permitted	Not Permitted
Pool Hall	Permitted	Not Permitted
Car Wash, Self-Service or Automated	Permitted	Not Permitted
Catering or Food Service Delivery	Permitted	Not Permitted

Principal Uses (continued)	Commercial Low (CL)	Commercial Low Office (CLO)
Child Care Center	Permitted	Not Permitted
Commercial Animal Manure Management	Not Permitted	Not Permitted
Commercial Chipping and Mulching	Permitted subject to Article 80	Not Permitted
Convenience Store	Permitted	Not Permitted
Dance/Night Club	Permitted	Not Permitted
Day Labor Hiring Center	Permitted w/Special Exception Category A	Not Permitted
Delicatessen	Permitted	Not Permitted
Theater or Auditorium	Permitted	Not Permitted
Dry Cleaning or Laundry Service	Permitted	Not Permitted
Employment Agency	Not Permitted	Not Permitted
Essential Services and Utilities	Permitted	Permitted
Exhibition of Wildlife Pets	Permitted subject to Article 80 – See Note 2 below	Not Permitted – See Note 2 below
Gasoline Station	Permitted	Not Permitted
Shooting Range	See Note 1 below	See Note 1 below
Archery Range	Permitted subject to Article 80	Not Permitted
Hotel	Permitted	Not Permitted
Holiday Wayside Stand	Permitted subject to Article 80	Permitted subject to Article 80
Laboratory (e.g., medical, dental, research)	Permitted	Permitted
Offices (e.g. business, professional, medical)	Permitted	Permitted
Package Liquor, Beer or Wine Store	Permitted	Not Permitted
Outdoor Events	Permitted subject to Article 80 and to a Special Exception Category B	Permitted subject to Article 80 and to a Special Exception Category B
Retail Plant or Produce Sales	Permitted	Not Permitted
Restaurant, Fast Food	Permitted	Not Permitted
Restaurant, Full Service	Permitted	Permitted
Restaurant, Take Out	Permitted	Permitted
Retail Services	Permitted	Not Permitted
Retail Store	Permitted	Not Permitted
Commercial Recreation (e.g. batting cages, rink)	Permitted	Not Permitted

Principal Uses (continued)	Commercial Low (CL)	Commercial Low Office (CLO)
Veterinary Clinic or Hospital	Permitted	Not Permitted
Warehouse, Self Storage	Permitted	Not Permitted
Wireless Communication Facilities	Permitted	Permitted
Adult Day Care	Permitted	Permitted
Schools, Public or Private	Permitted	Not Permitted
Gym or Fitness Center	Permitted	Permitted

Note 1: The regulation of guns and shooting ranges is preempted by state law and regulated solely by the State of Florida. See Sections 790.33 and 790.333, Florida Statutes.

Note 2: The regulation of exhibition or sale of wildlife and personal possession of wildlife are preempted by state law and regulated by the State of Florida. See Sections 379.3761 and 379.762, Florida Statutes and Florida Administrative Code Chapters 68A-1.002 and 68A-6.

Section 6. Part II, entitled “Zoning Districts,” Article 40 entitled “Conservation District,” Section 40-015, entitled “Permitted Uses”, of the Town’s Unified Land Development Code, is amended as follows:

Section 40-015. - Permitted uses.

Plots located in the Conservation zoning district may be used for one or more of the following specified uses.

Principal Uses	Parks and Recreation
Natural open Space	Permitted
Passive Park	Permitted
Walking and Biking Trail	Permitted
Wildlife Observation	Permitted <u>See Note 1 below</u>

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

Section 7. Part III, entitled “Supplemental Regulations,” Article 80 entitled “Conditional Uses,” Section 80-045, entitled “Exhibition of Class I and Class II Wildlife”, of the Town’s Unified Land Development Code, is amended as follows:

Section 80-045. -- Exhibition of Class I and Class II Wildlife.

Individuals providing care and permanent habitat for Class I and Class II Wildlife that have been abused, neglected or otherwise need sanctuary may request a license from the Town to allow limited exhibition of said wildlife, subject to the provisions of this section.

(A) For purposes of this section only, exhibition of wildlife shall be defined as a public or private showing of Class I and Class II wildlife for financial or other consideration.

(B) For purposes of this section, Class I and Class II wildlife are defined pursuant to Chapter 68 A6, F.A.C., as amended.

(C) The property on which the animals are kept shall have a minimum plot size of five acres and a minimum plot width and length of 300 feet and must conform with all of the minimum requirements established in the Florida Administrative Code.

(D) No wildlife exhibition license may be issued for a location that is within 1,000 feet of another licensed wildlife exhibitor.

(E) Signage is not permitted.

(F) The owner of the animals must hold a USDA, Animal Welfare Act, Class C Exhibitor License and a Florida Fish and Game Conservation Commission Class I or II (as applicable) License, and must live on the property on a permanent basis.

(G) The owner of the animals shall maintain 501(C)(3) non profit status for the specific purpose of caring and providing habitat for the wild animals.

~~(H) All wildlife habitat areas shall be surrounded by a minimum of a six-foot high barrier/fence to prevent unauthorized access. The wildlife habitat areas shall also be fully screened from all property lines to a height of six feet through the use of landscape materials or opaque fence materials.~~

~~(I) Public premises liability coverage in the amount of \$1,000,000.00 shall be maintained at all times. The policy must name the Town as an additional insured and must be issued by an insurance company authorized by the Florida Department of Insurance to do business in the State of Florida. The Town Attorney must approve the policy.~~

~~(J) The number of wild animals on the property shall be limited to three per acre.~~

~~(K) At no time shall the property be unattended and without the presence of someone licensed to handle wild animals, or with at least six months experience working under the jurisdiction of the licensee's Federal and State licenses when the owner of the animal(s) is away from the premises.~~

~~(L) All parking shall be accommodated on site, and shall be screened from view along all property lines adjoining any private or public street, or residential plot. Parking areas shall be set back at least 25 feet from any residential plot line. Parking areas need not be paved.~~

~~(M) Public admission shall be by appointment only, and shall be limited to 40 people on the property at any given time, except that groups from educational institutions arriving by bus shall be limited to 100 people, and that special events with attendance greater than that provided for herein may be held up to 12 times per year, provided the owner notifies the Town Clerk's Office in writing at least five days prior to the event. The~~

notification shall state the date and hours, nature of the event, and maximum number of people expected.

(N) Noise levels, including noises resulting from public admission, shall not exceed the limits set forth in Section 50-010, "Excessive Noise."

(O) Noise abatement. Wildlife habitat areas shall be designed, constructed and located using noise abatement measures (e.g., locating wildlife which excessively screech, howl, or make loud noises away from property lines; maintaining a thick, vegetated buffer along property lines) to help ensure that noise levels do not exceed the limits set forth in Section 50-010, "Excessive Noise."

(P) Upon determination that an application for an exhibition of Class I and Class II wildlife license satisfies the criteria of this section, the Town shall notice property owners within 1,000 feet of the subject property, by certified mail, that an application for a wild animal habitat license will be administratively approved and issued ten days from the mailing date indicated on the notice, unless a written objection is received by the Town Clerk within the ten day period.

(Q) Upon satisfying all of the conditions for licensure, a license under this section shall be issued administratively unless the Town receives written objection from a noticed property owner within the ten day response period. In the case of a timely objection, the application for licensure shall be scheduled for the next available Town Council agenda as an advertised public hearing. After hearing the testimony of affected property owners, the Town Council may approve, approve with conditions, or deny the application for licensure based upon consideration of the following criteria:

~~(1) That the use is compatible with the existing natural environment and other properties in the vicinity;~~

~~(2) That there will be adequate provision for safe traffic movement, both vehicular and pedestrian, in the area which will serve the use;~~

~~(3) That there are adequate setbacks, buffering, and general amenities in order to control any adverse effects of noise, light, dust and other potential nuisances; and,~~

~~(4) That the land area is sufficient, appropriate and adequate for the use as proposed. Conditions placed upon the license by Town Council may supplement the requirements of this section contained in provisions (A) through (O).~~

~~(R) Licenses are valid only to the person named on the license and shall not be transferable.~~

~~(S) Upon a second violation of any one or more provisions of this section within a 24 month period, as determined pursuant to the Town's code enforcement procedures, the Town shall notify the licensee, by certified mail, of its intent to revoke the license. The licensee or designee may initiate an appeal of the revocation by filing written notice of intent to appeal with the Town Clerk's Office no later than 15 days from receipt of the Town's notice of intent to revoke the license. The license will be administratively revoked should the licensee not file an appeal within the allotted time. The Town Clerk shall schedule the appeal for the next available Town Council meeting. In determining the existence of extenuating factors contributing to the code violation(s), Council may uphold the revocation or continue the license with any conditions Council may deem appropriate to protect the public health, safety and welfare.~~

~~(T) Nothing within this section shall be construed to prevent the Town Council from revoking the license at any time, provided that after conducting an advertised public hearing on the matter, a supermajority of council members make a determination that the licensed activity no longer satisfies the criteria for licensure.~~

~~(U) All exhibition of Class I and Class II wildlife shall occur on a parcel that has a land use designation of Commercial Low.~~

Section 8. Part III, entitled “Supplemental Regulations,” Article 80 entitled “Conditional Uses,” Section 80-050, entitled “Aviculture”, of the Town’s Unified Land Development Code, is amended as follows:

Section 80-050. Aviculture.
~~Permits for aviculture, as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" may be issued in the Agricultural Residential (AR) zoning district subject to the following:~~

~~(A) Minimum plot size requirements:~~

~~(1) Two acres for 40 to 200 birds.~~

~~(2) Five acres for 201 or more birds.~~

~~(B) Breeder:~~

~~(1) The minimum plot size shall be two acres; and~~

~~(2) Shelters, cages and accessory structures shall be set back a minimum of 50 feet from all property lines; and~~

~~(3) Outdoor shelters and cages shall be contained to specific areas of the plot and completely screened from view from adjacent properties with a visual~~

~~barrier. Such barriers may include natural vegetation, landscaping, fencing or other opaque structures; and~~

~~(4) The breeder shall locate birds that excessively screech, chirp, crow or make loud noises away from residential properties to the maximum extent possible; and~~

~~(5) The care, licensing, registration and inspections shall be as required by applicable regulations; and~~

~~(6) Any avicultural endeavor shall comply with Article 50, "Public Nuisances," of this Code.~~

Section 9. Nothing in this Ordinance is intended to exempt any uses regulated by the FWC to be exempt from provisions of the ULDC generally applicable throughout the Town; provided that it is also the intent of the Town Council that the Town's ordinances and Unified Land Development Code be interpreted and administered consistent with the state's preemptions of the regulation of wildlife pets.

Section 10. All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 12. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the

Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 13. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2015.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____, 2015.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Janet Whipple, Town Clerk

Mayor David Browning

Vice-Mayor Ron Jarriel

Council Member Tom Goltzené

Council Member Ryan Liang

APPROVED AS TO LEGAL FORM:

Council Member Jim Rockett

Office of the Town Attorney



Item 8.a.

Manager's Report

AIR

Town of Loxahatchee Groves, Florida Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 8.a.

MEETING DATE: 1/20/2015

PREPARED BY: William F. Underwood, II

SUBJECT: Manager Update

1.BACKGROUND/HISTORY

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

Problem Solution: Provide the Council with an update.

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

2.CURRENT ACTIVITY

- **Trails:** At the Town Council meeting of 11/18/2014, the Council approved the Town drafted ILA for funding the trails, maintenance easements, and roads. The ILA was transmitted to the LGWCD on Wednesday, 11/19/2014.
 - Subsequent to the ILA transmittal, the Town Attorney, and staff met with the LGWCD attorney and administrator on Friday, 11/21/2014, at the office of the District's attorney.
 - Substantial progress was made. The Town attorney provided the District's attorney with a summary of the discussion points to be incorporated within a jointly prepared ILA.
 - On or about December 3, the Town received comments from the attorney for the LGWCD.
 - On December 9, the Town Attorney and I were reviewing the points of the agreement.
 - This working group will labor to complete the agreement and present to the respective legislative boards as soon as practical.
 - As of December 30, 2014, the Town is on hold pending a response from LGWCD.
 - Recent discussion on January 13, 2015 with the Administrator indicates the Town should be reviewing a response soon.
- **Building:** Discussions with Atlantic Land Companies regarding their site plan occurred and this item is scheduled for the P&Z review in December.
 - The site plan was approved by the LPA at its December meeting.
 - Set for the January 20, 2015 agenda

- **Building:** Update to work related to the Chamber of Commerce building was included in the November 18, 2014 agenda. The Council instructed staff to begin negotiations with the Chamber of Commerce staff.
 - Staff has entered this discussion, the Town Attorney and staff had a teleconference to draft a contract for the acquisition.
 - A teleconference was held on 11/24/2014 with Wayne Burns, Executive Director of the Chamber.
 - Staff is attempting to finalize negotiations and should be able to complete the process and present a contract for purchase at the 12/16/2014 Council meeting.
 - On December 4, 2014, staff and Vice Mayor Jarriel attended the Tri-cities League BBQ in Belle Glade and discussed the subject with PBC Commission and staff.
 - December 9th, the Town Attorney and I received a revised contract from the Chamber of Commerce which included significant changes, some of substance, to the contract the Town submitted.
 - Due to some of the items included in the revised contract, I feel it is necessary to delay the contract consideration until the January meeting.
 - Staff continues to be in discussions with various parties on this subject. Staff members and Town Attorney have been actively pursuing a positive response from the County regarding a donation of the land.
 - Dialogue between County and Town staff indicates that an offer by the Town to purchase the land for \$20,000 would not be a recommended denial but a request for the County Commission to provide direction to County staff in this matter. Staff has submitted a letter to Robert Weisman, County Administrator, advising the Town continues to affirm the position of receiving a waiver on the cost of the land; however, pursuant to Council direction, staff negotiated with the County staff and I advised the Town is prepared to offer \$20,000 to purchase the property from the County.
- **Traffic:** Staff is working with Minto to draft an agreement between Minto and the Town for the funding of the traffic light at Okeechobee Boulevard and D Road.
 - A discussion with Minto's attorney on December 29, 2014, indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.
 - No activity on this item as of January 14, 2015.
- **Building:** Staff had a meeting with the Day property representative to preliminary discuss the prospective site plan for the property on Tuesday, December 9. The meeting was to review site plan requirements and process
 - We reviewed the site plan submission requirements
 - Discussed the site plan specifically
 - addressing conditions of approval
 - perimeter landscaping buffer requirements
 - horse trail potential
 - Timing of submittal and hearings
 - PBC manages traffic related issues and may need to be at meetings
 - LGWCD to affirm positive outfall for drainage
 - Interconnection to westerly property discussion
 - Set RETGAC meeting for January 2015
 - P&Z meeting for January 2015
 - About March present to Town Council.
 - No Activity since the 12/16/2014 meeting.

- On 1/12/2015, staff and Mr. Lipp, met with representatives reviewing Rural Vista guidelines assisting the representatives determine the guidelines.
- **Roads:** This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd, Resource Professional IV, representing South Florida Water Management District (SFWMD) in reference to a permit the SFWMD issued in 1982 for a road and swale improvement on 43rd. As I understand the purpose of the meeting, SFWMD was looking to determine whether or not the Town would assist them in correcting a deficiency in the road and swale drainage system on the road. The Town will be contacted in the future regarding the next step to be taken to correct the problem.
 - No activity since the 12/16/2014 meeting.
 - No activity from SFWMD representative as of 1/14/2015.
- **Roads:** Negotiations continue for B Road improvements which will go from Southern Boulevard to Okeechobee Boulevard.
 - Staff was working toward holding the second hearing on an ordinance in November to provide appropriate zoning classification to the involved parcels.
 - Initially, staff worked to have this item tentatively move forward for the December 2, 2014 Council Meeting.
 - This effort is being moved to a January timeframe.
 - Town Attorney and I met with the working group on Friday 11/21/2014 in West Palm Beach. Significant discussion occurred and the Town Attorney and I reiterated the Town Council position that no funding will come from the Town for this improvement.
 - The LGWCD will be providing necessary easement for this road prior to the project initiation.
 - Another meeting was held on 12/30/2014 in preparation of a January approval meeting. There continue to be funding issues to be resolved in order to protect the Town from incurring any cost.
 - A draft agreement is presented and currently under review by the Town's Attorney, Management, and Engineer as of 1/14/2015.

3.ATTACHMENTS

4.FINANCIAL IMPACT

Not applicable.

5.RECOMMENDED ACTION

Motion to receive and file report.



Item 8.b.

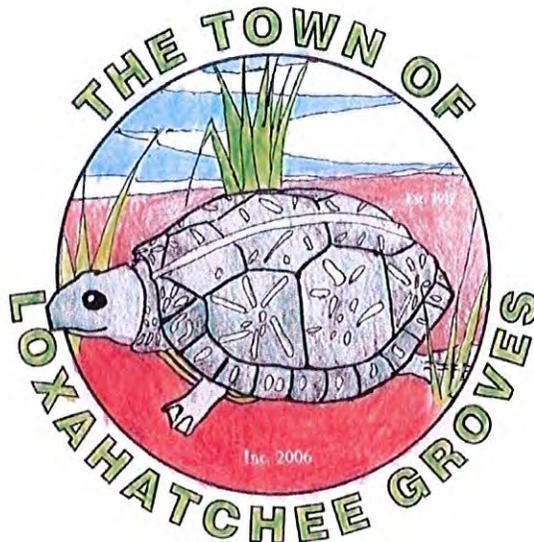
Manager's Report

Fire Rescue Annual Report

Palm Beach County Fire Rescue



Annual Report
Town of Loxahatchee Groves
October 1, 2013 – September 30, 2014

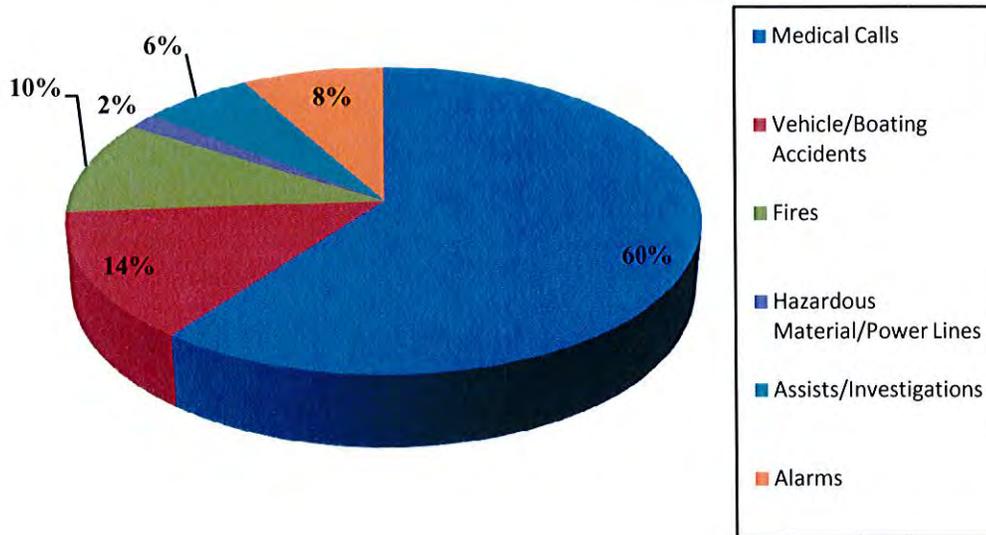


Submitted By:
Michael Arena, Battalion Chief

Emergency Response Activity

During the period from October 1, 2013 through September 30, 2014, Fire Rescue responded to 410 emergency calls within the Town of Loxahatchee Groves. The following is a breakdown of the major call types:

Loxahatchee Groves Alarm Activity - FY 2014

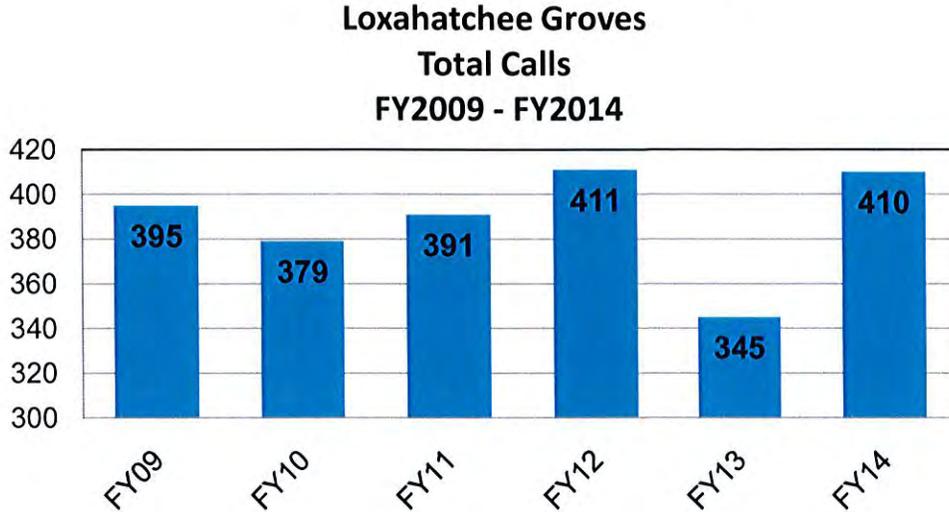


Loxahatchee Groves - FY14

Type	# of Incidents
Medical Calls	245
Vehicle/Boating Accidents	56
Fires	42
Hazardous Material/Power Lines	8
Assists/Investigations	26
Alarms	33
Total:	410

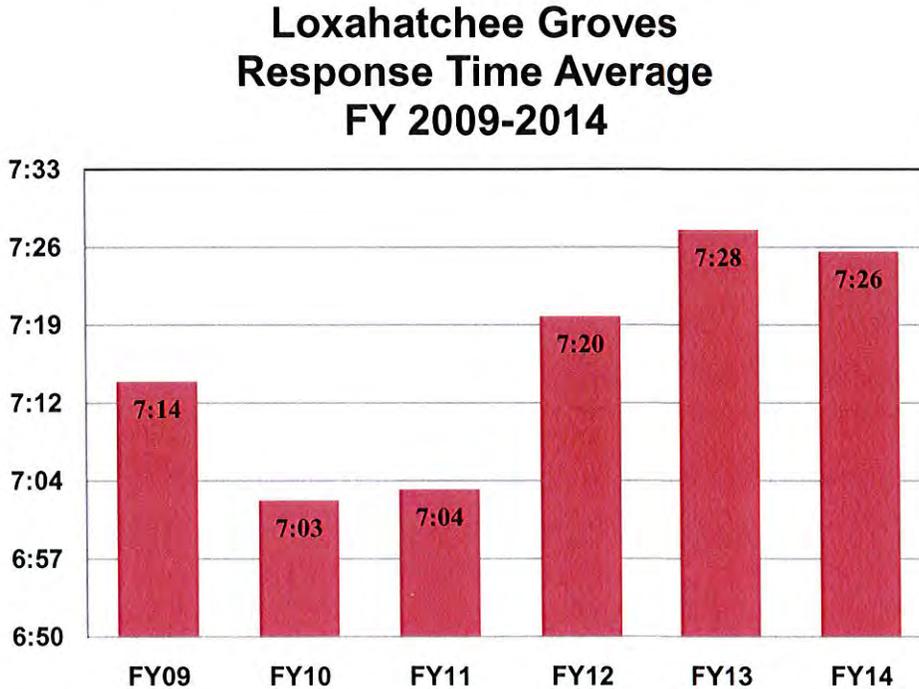
Emergency Response Activity

The following chart reflects the emergency response activity for the last six years.



Response Times

Total response time is determined by utilizing three components which are: call handling time, turnout time, and travel time. The following chart reflects the average response time for the last six years.



Auto Accidents

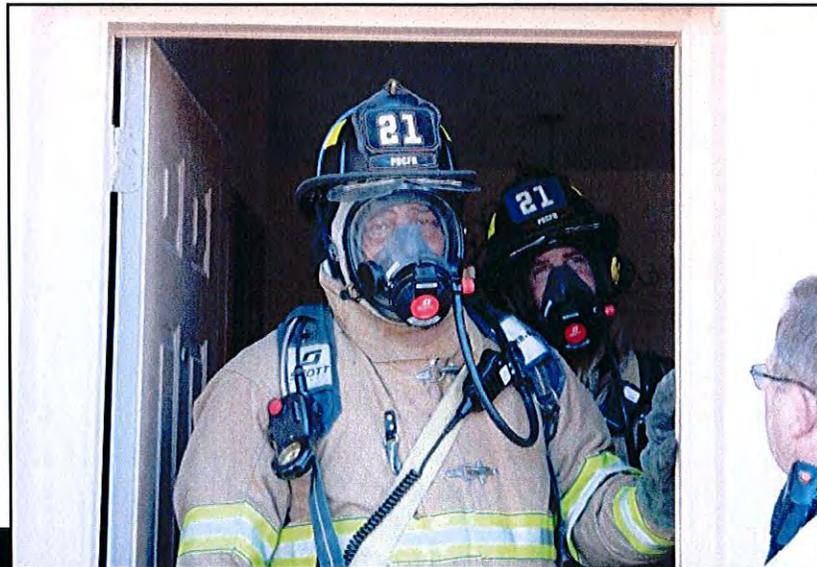
Fire Rescue responded to 46 vehicle accidents within Loxahatchee Groves in fiscal year 2014. Although vehicle accidents can be a serious matter, Palm Beach County Fire Rescue personnel are trained to handle these situations. The Training and Safety Division is currently providing extrication training for all personnel. This training is on going to stay proficient in the art of disassembling vehicles.



Structure Fires

Structure fires pose the most serious threat to life safety and are the highest fire loss potential to the citizens we serve. Fire Rescue must be prepared and respond to each structure fire call with adequate personnel and equipment. Therefore, each reported structure fire receives 3 fire engines, 2 rescues, 1 quint (ladder), 1 EMS Captain, and a District Chief Commander. This is considered a national standard to adequately handle a structure fire.

Fortunately, due to smoke detectors and early fire discovery, human casualties have been held at a minimum. Palm Beach County Fire Rescue has an ongoing program to install smoke detectors in homes of those who are unable due to physical or monetary needs.



Fire Stations and Personnel

The Town of Loxahatchee Groves is primarily covered by Station 21 located at 14200 Okeechobee Boulevard. Station 21 is staffed 24 hours a day with six personnel. Three personnel are assigned to the engine, two personnel are assigned to the rescue unit and one person is assigned to the tender. The Town's service area is part of our regional system and is immediately backed-up by mutual aid or surrounding stations with resources and equipment when needed.



Vehicles and Equipment

The following vehicles are assigned in the Town of Loxahatchee Groves:

Station 21

2001 Brush Truck
2014 ALS Engine
2010 ALS Rescue
2003 Tender

Condition

Good
Excellent
Excellent
Good



Tender #21



Brush #21



Engine #21



Rescue #21

All firefighting vehicles meet current National Fire Protection Association specifications.

Special Event Activities

Fire Rescue has participated in numerous community activities in Loxahatchee Groves. Palm Beach County Fire Rescue is always eager to be a part of community based activities and events.



COMMUNITY ASSISTANCE TEAM

The Community Assistance Team (C.A.T.) is a volunteer-based team who are committed to providing the residents and visitors of Palm Beach County with emotional support during their time of crisis. They also are committed to supporting operational personnel by accepting referrals and assisting the community with non-emergency needs through partnering agencies. Presently the team automatically responds to deaths, cardiac arrests, structure fires, drowning and suicide attempts. The Community Assistance Team also provides welfare checks, grief support, service program information, caregiver support, fall prevention, sunshine visits and many more. We are short term help to long term help by connecting residents to agencies that can assist in their needs.

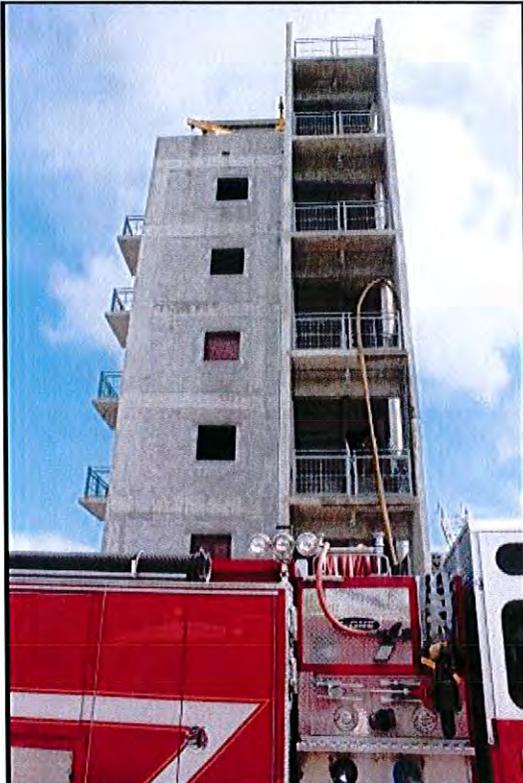


Fire Rescue Continuing Education Training

Continuing Education training is conducted throughout the year for Fire Rescue personnel. Each employee receives over 100 hours of training annually. This year the training included, but was not limited to:

- Pediatric Advanced Life Support
- Advanced Cardiac Life Support
- Basic Trauma Life Support
- Medical Documentation
- Wildland Firefighting
- WMD Training
- Self Contained Breathing Apparatus / Smoke Drills
- Map and area familiarization training
- Water Rescue
- Extrication
- Heavy Extrication/USAR
- Hi-Rise Firefighting
- Thermal Imaging Technique

The "Critical Minutes" video tele-course medical training through Palm Beach Community College was also viewed by the Fire Rescue personnel. Additionally, personnel may have received additional training hours individually by attending off-duty classes.



Fire and Safety Inspections

Palm Beach County Fire Rescues' Bureau of Safety Services conducts safety and fire inspections annually on commercial and multi-family buildings. The purpose of these inspections is to increase fire safety and assure compliance with the local fire code. Additionally, all residential inspections are completed by the station personnel. This is part of our Residential/Company Inspection program which requires inspections of all buildings with three or more living units. These inspections are conducted on a regular basis depending on the type of property. During these inspections, the personnel are able to answer any questions from the residents, or they may be able to assist them with any other fire related needs. The following inspections were completed in the Town of Loxahatchee Groves.

Type of Inspection	Number of Inspections Completed
Annual Business	43
Annual Residential	0
Re-Inspection Business	0
Re-Inspection Residential	0
New Construction Inspection	4
Occupational License Inspection	0
Vacant Inspection	17
Other Misc. Inspections	1
Complaints	0
Total Inspection Activity	65

Community Education Programs

Palm Beach County Fire Rescue takes community education very seriously. We feel the best way to save lives and property, is to teach the public how to prevent fires and emergencies from ever occurring. This past fiscal year 5 community education programs were conducted in the Town of Loxahatchee Groves. These programs brought fire safety and education training to 708 individuals, which resulted in a total of 633 contact hours. A complete list of these classes is attached to this report.



DATE	SCHOOL/BUSINESS	PARTICIPANTS	HOURS	STA
11/14/13	Loxahatchee Groves Elementary	259	259	21
11/14/13	Loxahatchee Groves Elementary	259	259	21
04/13/14	Seventh Day Adventist Church	20	20	21
05/11/14	1st Seventh Day Adventist Church of Lox Grove	20	20	21
07/24/14	Noahs Ark Preschool	150	75	21
TOTALS		708	633	



Item 10.a.b.

New Business

No backup