



Town of Loxahatchee Groves

Town Council Meeting

Tuesday, May 20, 2014 at 7:00 p.m.

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 Mark Kutney
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. Authorization for execution by Mayor Browning of renewal lease agreement between the Town of Loxahatchee Groves and the Yee Corporation, for Town Hall Offices Suite No's 1,2,4,5,6,7.

3. PUBLIC COMMENT

4. PRESENTATIONS - NONE

5. **COMMITTEE REPORTS** – *NONE*

6. **RESOLUTIONS** - *NONE*

7. **ORDINANCES**

ORDINANCE NO.2014-05 / 1ST READING/PUBLIC NOTICE: (Guns, Firearms, Gun Ranges) AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TOWN'S UNIFIED LAND DEVELOPMENT CODE TO ELIMINATE REGULATIONS RELATING TO GUNS, FIREARMS AND GUN RANGES TO ADDRESS STATE PREEMPTIONS OF THE REGULATION OF THESE SUBJECTS; PROVIDING FOR INTENT OF THE TOWN TO COMPLY WITH THE STATE'S PREEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **ADMINISTRATIVE UPDATE** – *Town Manager Kutney*

9. **OLD BUSINESS**

- a. Discussion of Road Improvement Policy
 - Methodology
 - Roads
- b. Keith Harris, 2580 C Road and Chair for Roadway, Equestrian Trails, and Greenway Advisory Committee:
 - Roadway Canal Crossings
 - Town of Loxahatchee Groves Roadway Canal Crossing – A Study and Recommendation
 - Town of Loxahatchee Groves Gas Tax Map
 - Town of Loxahatchee Groves Vehicular Canal Crossing Photos

10. **NEW BUSINESS**

- a. Debt Issue in Charter

11. **CLOSING COMMENTS**

- a. Public

- b. Town Attorney
- c. Town Council Members

12. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for June 3, 2014.

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

Authorization for Execution of Contracts

Yee Corporation

LEASE AGREEMENT

THIS AGREEMENT, dated this _____ day of _____ 2014, by and between:

THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470, hereinafter referred to as "TENANT",

and

YEE'S CORP., a Florida corporation authorized to conduct business in the State of Florida, with an address of 2375 Vista Parkway, West Palm Beach, Florida 33411 hereinafter referred to as "LANDLORD". LANDLORD and TENANT may hereinafter be collectively referred to as the "Parties".

1.0 PREMISES; LOCATION AND USE THEREOF.

1.1 LANDLORD hereby leases to TENANT and TENANT hereby Leases from LANDLORD a portion of the real property and building located at Palm West Plaza, Executive Suites #1, #2, #3, #5, #6, and #7 Loxahatchee Groves, Florida; ~~subject to Section 4.2 below.~~ All of the real property underlying the building and adjacent thereto, with all improvements thereon, including the building and parking areas, and used in connection with the operation of the Building, shall hereinafter be referred to as "Premises".

1.2 This Lease is subject to the terms, covenants and conditions herein set forth and TENANT covenants as a material part of the consideration for this Lease to keep and perform each and every term, covenant and condition herein set forth.

2.0 USE.

TENANT shall use the Premises for office space only and shall not use or permit the Premises to be used for any other purpose without the prior written consent of LANDLORD.

3.0 RENT.

4.0 ~~Subject to Section 4.2 below,~~ TENANT agrees to pay to LANDLORD as Minimum Rent, without notice or demand, for the period of ~~June 1, 2014 through September 30, 2015~~ ~~June 1, 2014 through September 30, 2015~~, the monthly sum of ~~\$1425.00~~ ~~\$1000.00~~, which amount includes six percent (6%) sales tax. The rental payments shall commence on ~~June 1, 2014~~ ~~June 1, 2014~~ (hereinafter defined as the "Commencement Date"). Rent for any period which is less than one (1) month shall be a prorated portion of the monthly Minimum Rent installment based upon a thirty (30) day month. All rental payments shall be paid to LANDLORD, without deduction or offset, in lawful money of the United States of America. The rent may be increased up to 5% at the conclusion of the term.

4.1 The TENANT's obligation to pay rent is specifically subject to the Town Council's right to budget and appropriate funds to pay rent pursuant to the terms of this Lease.

~~4.2 TENANT acknowledges that LANDLORD is seeking to lease out Suites #3 and #6 to other tenants. In the event LANDLORD secures a tenant for Suites #3 and #6, the TENANT agrees to vacate Suites #3 and #6 within fifteen (15) days of receipt of written notice from LANDLORD. Upon TENANT's vacating of Suite #3 and #6 pursuant to this Section, the definition of the term "Premises" herein shall be amended to exclude Suites #3 and #6, and the TENANT'S rent shall be reduced to \$801.87 per month, with the rent for the month in which the TENANT vacates pursuant to this section pro-rated~~

5.0 TERM: NOTICE OF INTENT TO RENEW.

5.1 Term. The Lease term shall commence on June 1, 2014 ~~November 3, 2011~~ (the "Commencement Date"), and continue until September 30, 2013~~5~~ (hereinafter referred to as the "Term").

5.2 Notice of Intent to Renew. Sixty (60) days before the expiration of the Term of this Lease TENANT shall notify LANDLORD in writing of his intent to renew or not to renew this Lease for an additional One Year Term (hereinafter referred to as the "Optional Term"). If TENANT desires to renew this Lease for the Optional Term, TENANT and LANDLORD shall negotiate and execute a new lease agreement.

5.3 TENANT shall have the right to terminate this Lease prior to the expiration of the Term by providing the LANDLORD with no less than one hundred and twenty (120) days written notice of its intent to terminate. In such event, TENANT shall be released from any obligations to pay rent for the remaining Term of the Lease beyond the effective date of early termination as reflected in the written notice.

6.0 SECURITY DEPOSIT.

6.1 Concurrently with TENANT's execution of this Lease, TENANT has deposited with LANDLORD the sum of \$0.00.

7.0 UTILITIES.

The LANDLORD shall be responsible for payment of the cost of utilities, including electricity, water, sewer, and garbage collection and disposal. TENANT shall be responsible for their own telephone service as well as the cost associated with any other separately metered utilities.

8.0 USES PROHIBITED.

TENANT shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which shall in any way increase the existing rate of or affect any fire or other insurance upon the Premises, including

the building or any of its contents, or cause a cancellation of any insurance policy covering the Premises, including the building or any of its contents. TENANT shall not do or permit anything to be done in or about the Premises which shall in any way obstruct or interfere with the rights of other TENANTS or occupants of the building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall TENANT cause, maintain or permit any nuisance in, on or about the Premises. TENANT shall not commit or allow to be committed any waste in or upon the Premises.

9.0 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA" OR "ACT" AND OTHER LAWS.

9.1 Notwithstanding anything contained in this Lease to the contrary (a) TENANT shall be responsible and required to ensure that its operations are in compliance with the Act and the regulations interpreting the Act currently in effect or hereafter promulgated; (b) Subject to the limitations as provided in Section 768.28, Florida Statutes, and to the statutory limits as to the extent of monetary liability, TENANT agrees to indemnify, hold harmless and defend LANDLORD from and against any claim, demand or cause of action of whatsoever kind or nature sustained by the LANDLORD or third party and arising out of error, act, omission or negligent act of TENANT in connection with TENANT's compliance with the ADA; (c) LANDLORD shall not be obligated to comply with the Act and the regulations interpreting the Act currently in effect or hereafter promulgated; and (d) LANDLORD may withhold consent for TENANT ADA alterations if such alterations do not comply with the Act, or would materially and adversely affect LANDLORD's operations, or would cause LANDLORD to incur costs unless TENANT agrees to pay for all LANDLORD costs associated with the TENANT's ADA alterations.

9.2 TENANT shall not use the Premises, or permit anything to be done in or about the Premises, which shall in any way conflict with any applicable general law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. LANDLORD shall, at its sole cost and expense, throughout the Lease Term, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force, or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by TENANT's improvements or acts.

10.0 IMPROVEMENTS, ALTERATIONS AND ADDITIONS.

10.1 No improvement, alterations or additions shall be made by TENANT without prior written consent of LANDLORD unless specifically permitted hereinbelow, provided, however, LANDLORD's consent shall not be unreasonably withheld.

10.2 Upon occupancy, TENANT shall maintain the interior of the Premises in good condition, except to the extent of any improper workmanship by LANDLORD or latent defects of the Premises. Under no circumstances is the TENANT liable for the maintenance of any portion of the structure of the Premises, except to the extent which damage is caused directly or indirectly by the act, omission or negligence of the Lessee, its employees, agents, invitees, or licensees.

11.0 MAINTENANCE AND REPAIRS.

11.1 TENANT's taking possession of the Premises shall be conclusive evidence of TENANT's acceptance thereof in good, sanitary order, condition and repair, and with no defects of any sort. TENANT shall, at TENANT's sole cost and expense, throughout the Term hereof, keep the Premises in good condition and repair including maintenance, replacement and repairs, which may be necessary, in LANDLORD's discretion, in the Premises, to keep same in the condition delivered to TENANT on the commencement date hereof, ordinary wear and tear excepted. TENANT shall promptly make, at TENANT's sole cost and expense, all repairs in or to the Premises for which TENANT is responsible.

11.2 LANDLORD shall provide sufficient written notice to TENANT of its intent to make repairs such that the making of said repairs does not constitute an inconvenience to the TENANT, but LANDLORD shall have no liability to TENANT, nor shall TENANT's covenants and obligations hereunder be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption, or injury to business arising from LANDLORD's making any repairs or changes which LANDLORD is required to or permitted to make by this Lease or required by law, to make in or to any portion of the Premises, including the building or in or to the fixtures, equipment, or appurtenances therein. LANDLORD agrees to use its best efforts to not interrupt or interfere with the TENANT's business in the event repairs or changes are to be made on the premises.

11.3 LANDLORD shall maintain at its sole expense, the exterior of the structure, the landscaping of the Premises. LANDLORD also agrees to maintain the air conditioning system and all common areas.

12.0 LIENS.

12.1 TENANT agrees that it shall not create, permit, or suffer the imposition of any lien, charge, or encumbrance upon the Premises, Building, Property, or any part thereof. TENANT agrees that it shall make full and prompt payment of all sums necessary to pay for the costs of repairs, alterations, improvements, changes, or other work done by TENANT to the Premises, and further agrees to indemnify and hold harmless LANDLORD from and against any and all costs and liabilities incurred by TENANT and against any and all mechanic's, materialmen's, or laborer's liens arising out of or from such work where the cost thereof which may be asserted, claimed or charged against the Premises.

12.2 In the event any notice of claim of lien shall be asserted of record against the LANDLORD's interest in the Premises on account of or arising out of any improvement or work done by or for TENANT, or any person claiming by, through or under TENANT, for improvements or work the cost of which is the responsibility of TENANT, TENANT agrees to have such notice of claim of lien canceled and discharged of record as a claim against LANDLORD's interest in the Premises (either by payment or bond as permitted by law) within ten (10) days after written notice to TENANT by LANDLORD, and in the event TENANT shall fail to do so, TENANT shall be considered in default under this Lease.

13.0 ASSIGNMENT AND SUBLETTING.

13.1 TENANT shall not assign the right of occupancy under this Lease, or any other interest therein, or sublet the Premises, or any portion thereof, without the prior written consent of the LANDLORD, which consent shall not be unreasonably withheld. Notwithstanding any assignment of the Lease or the subletting of the Premises, or any portion thereof, TENANT shall continue to be primarily liable for the performance of the terms, covenants, and conditions of this Lease, including, but not limited to, the payment of Rent, and any additional amounts due hereunder.

13.2 Notwithstanding the above, or any other provision of this Lease, under no circumstances shall the TENANT mortgage, pledge, encumber, or involuntarily assign (whether by operation of law, legal process, or otherwise) this Lease, the Premises, or TENANT's leasehold estate. In the event of any violation of the preceding sentence, or of any assignment or subletting not in strict conformance with the provisions of this Section, same shall constitute a breach and default of this Lease which shall entitle LANDLORD to immediately terminate this Lease and exercise all the remedies provided to LANDLORD hereunder, and under applicable Florida law.

13.3 For the purposes of this Section 13:

13.3.1 An agreement by any other person, directly or indirectly, to assume TENANT's obligations under this Lease shall be deemed an assignment;

13.3.2 Any person to whom TENANT's interest under this Lease passes by operation of law, or otherwise, shall be bound by the provisions of this Section; and

13.3.3 Each modification, amendment or extension or any sublease which LANDLORD has previously consented shall be deemed a new sublease.

13.4 In the event TENANT shall desire to assign this Lease or sublet all or any portion of the Premises, it shall first submit written request to LANDLORD containing the name and address of the proposed assignee or sublessee; the terms and conditions of the proposed assignment or subletting; and the nature and character of the business of the proposed assignee or sublessee.

13.5 Within thirty (30) days following receipt of the above-referenced written request, LANDLORD shall have the right and the option to accept or reject the above referenced request, and cancel the Lease in the event of a proposed assignment or subletting of the entire Premises.

13.6 If the nature and character of the business of the proposed sublessee or assignee, its financial responsibility, and the proposed use and occupancy of the Premises, or any portion thereof, by the proposed assignee or sublessee is acceptable to the LANDLORD, and if significant alterations and repairs are not required to be made to the Premises, then LANDLORD may, in its sole discretion and at its option, consent to any such proposed assignment or subletting, provided same shall be on the terms communicated to and approved by LANDLORD. In the event LANDLORD shall consent to the assignment proposed hereunder, LANDLORD shall have the right to require assignee or

sublessee to enter into an agreement for the personal guarantee of all terms and provisions of this Lease Agreement directly with LANDLORD, in addition to all documents of Assignment.

14.0 INDEMNIFICATION/HOLD HARMLESS.

14.1 Subject to the limitations as provided in Section 768.28, Florida Statutes, and subject to the statutory limits as to the extent of monetary liability, and to the extent permitted by law, TENANT shall indemnify, defend and hold harmless LANDLORD from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the LANDLORD arising out of, or by reason of, or resulting from the TENANT's use of the Premises, including the building located thereon, from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the TENANT in or about the Premises, and shall further indemnify and hold harmless LANDLORD against and from any and all claims arising from any breach or default in the performance of any obligation on TENANT's part to be performed under the terms of this Lease, or arising from any act or negligence of the TENANT, or any officer, agent, employee, guest, licensee, or invitee of TENANT, and from all costs, attorneys' fees and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In the event any action or proceeding is brought against LANDLORD by reason of such claim, TENANT, upon notice from LANDLORD, at the LANDLORD's option, shall defend the same at TENANT's expense. TENANT shall have the right to defend the suit as its interest may lie. The TENANT by agreeing to these provisions is not providing any additional rights to any third-party, and does not provide a waiver of sovereign immunity.

14.2 It is further expressly understood by and between the parties that the LANDLORD shall not be liable for any damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other TENANT or its agents, servants and employees by reason of the breakage, leakage or obstruction of the water, sewer or soil pipes, or other leakage in and about said Premises.

15.0 INSURANCE.

15.1 The TENANT shall not enter the property under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the LANDLORD.

15.2 CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the LANDLORD prior to TENANT's occupancy of the Premises. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the LANDLORD. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

15.3 Insurance shall be in force during the term of this Lease and so long as TENANT remains in possession of the Premises. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Lease, then in that event, the TENANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the

contract and extension thereunder is in effect. The TENANT shall not possess the Premises unless all required insurance remains in full force and effect.

15.4 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

| | | |
|----|------------------|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |

16.0 FORCE MAJEURE.

The obligations of TENANT herein shall be excused to the extent arising from the lack of ability of TENANT, to use the Premises as a result of, or by cause or causes beyond TENANT's absolute control which shall include without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums, or controls, fire or other casualty, or through Acts of God.

17.0 PERSONAL PROPERTY TAXES.

17.1 LANDLORD shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all TENANT's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises.

18.0 HOLDING OVER.

18.1 If TENANT remains in possession of the Premises or any part thereof after the expiration of the Term or any Option Period hereof without the express written consent of LANDLORD, such occupancy shall be a tenancy from month to month at a rental in the amount of the last month's Minimum Rent, and all other amounts payable hereunder, and subject to all the terms hereof applicable to a month to month tenancy.

19.0 ENTRY BY LANDLORD.

19.1 Provided prior written notice is given to TENANT not less than five (5) days prior to the requirement of access, except in the case of an emergency, LANDLORD, or its authorized agent or

agents, shall have the right to enter the Premises at all reasonable times to inspect same, to prevent waste, to show the Premises to prospective purchasers or TENANTS, to repair the Premises and any portion of the building that LANDLORD may deem necessary or desirable, without abatement of Minimum Rent or any other amount due hereunder, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the TENANT shall not be interfered with unreasonably. TENANT hereby waives any claim for damages or for any injury or inconvenience to or interference with TENANT's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding TENANT's vaults, safes and files, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises.

19.2 LANDLORD shall have the right to re-enter the Premises, upon reasonable notice to TENANT, sixty (60) days prior to the termination of the Lease Term to show the Premises to prospective TENANTS during normal business hours and, when necessary, after normal business hours.

20.0 TENANT'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by TENANT:

20.1 The vacating or abandonment of the Premises by TENANT for a period of more than 10 business days. Except to the extent that the offices may be closed during vacation periods.

20.2 The failure by TENANT to make any payment of Minimum Rent, or any other amount due hereunder, when due, where such failure shall continue for a period of ten (10) days after the same is due.

20.3 The failure by TENANT to observe or perform any of the terms, covenants, or conditions of this Lease to be observed or performed by TENANT, other than as described in Section 20.2, where such failure shall continue for a period of ten (10) days after written notice thereof by LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

20.4 Anything done by TENANT upon or in connection with the construction of any part thereof which directly or indirectly interferes in any way with, or results in a work stoppage in connection with, construction of any part of any other TENANT's space.

20.5 The Premises come into the hands of any person other than expressly permitted under this Lease.

20.6 The assignment, transfer, mortgage, subletting, encumbrance of this Lease or execution or attachment thereon by TENANT or any other party in a manner not expressly permitted hereunder.

20.7 The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days; or attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the instance of any bankruptcy proceeding involving the TENANT Section 22 herein shall be controlling.

20.8 Except to the extent of TENANT's right to cure upon default by TENANT hereunder, or during the continuance thereof, LANDLORD may, at its option, upon written notice to TENANT, designate a date not less than five (5) days from the giving of such notice on which this Lease and all rights of TENANT hereunder shall terminate.

21.0 REMEDIES IN DEFAULT.

21.1 After the expiration of any grace periods or cure periods in the event of any such default or breach by TENANT, LANDLORD may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

21.2 Terminate TENANT's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT any and all damages incurred by LANDLORD by reason of TENANT's default, including, but not limited to, the cost of recovering possession of the Premises, the expense of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and costs, and damages in an amount equal to the difference between the rental payments and other amounts due hereunder and the fair rental value of the Premises for the balance of the Lease Term, and that portion of any leasing commission paid by LANDLORD and applicable to the unexpired Term of this Lease. Unpaid installments of Minimum Rent or other amounts due shall bear interest from the date due at the maximum legal rate, or

21.3 Resume possession by any lawful means and relet the Premises for the remainder of the Lease Term for the benefit of the TENANT and recover from TENANT at the end of the Lease Term, or at the time each rental payment becomes due under this Lease, as LANDLORD may elect, the difference between the amount of the rental payments due hereunder and the actual amount of rent received after reletting the Premises, together with all costs and expenses of LANDLORD in connection with such reletting, and the costs of all repairs and renovations reasonably necessary in connection with reletting the Premises. In addition, LANDLORD shall recover from TENANT

immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent or other amount due hereunder, including reasonable attorneys' fees and costs incurred.

21.4 Accelerate all future rents that might otherwise be due under the Lease because of a default in the monthly Minimum Rent and/or Additional Rent payments. LANDLORD may notify TENANT of his option to accelerate all payments due and owing provided the TENANT has, in fact, defaulted on its monthly Minimal Rent and/or Additional Rent payments due under the Lease. For the purposes of determining the amounts due upon acceleration, Minimum Rent and Additional Rent shall be treated as fixed at the levels in effect on the date of acceleration for the remaining Term of the Lease.

21.5 Pursue any other remedy now or hereafter available to LANDLORD under the laws or judicial decisions of the State in which the Premises are located.

22.0 RECONSTRUCTION.

22.1 In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, LANDLORD agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that TENANT shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage shall render that portion of the Premises may not be utilized. During any period that the TENANT shall not be entitled to occupy the Premises, all rent due shall be excused and the obligation to pay rent shall not recommence until occupancy is given to the TENANT, which occupancy must be compatible with TENANT's ability to conduct business.

22.2 LANDLORD shall not be responsible for any damage caused by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of TENANT.

23.0 EMINENT DOMAIN.

23.1 In the event of any taking or appropriation by any public or quasi-public authority under the power of eminent domain, or in the event of a conveyance in lieu thereof, LANDLORD shall be entitled to terminate this Lease and be entitled to any and all awards and/or settlements which may be given and TENANT shall have no claim against LANDLORD for the value of any unexpired Term of this Lease or any other claim. If LANDLORD desires to continue the Lease, then TENANT shall remain liable for all terms and provisions herein, and the LANDLORD may proportionately reduce the minimum rent herein based upon the square footage before and after any such taking. TENANT shall have the right to join in any Eminent Domain proceedings as its interests may lie.

23.2 If part of the parking facilities or the land surrounding the Building shall be so taken or conveyed that a reasonable number of parking spaces necessary in the LANDLORD's judgment, for the continued operation of the Building shall not be available for use, then, and in such event, LANDLORD may, by written notice to TENANT, delivered on or before the date of surrendering

possession to the authority, terminate this Lease and the Minimum Rent and Additional Rent due shall be paid or refunded as of the date of termination. All compensation awarded for such taking or conveyance, whether for the whole or part of the premises or otherwise, shall be the property of LANDLORD, and TENANT hereby assigns to the LANDLORD all of TENANT's rights, title and interest in and to any and all compensation. Notwithstanding the foregoing, LANDLORD shall not be able to terminate this Lease in the event that parking facilities or land surrounding the building are taken, so long as there is sufficient parking to meet all code requirements.

24.0 PARKING AND COMMON AREAS.

24.1 LANDLORD reserves the right to change the entrances, exits, traffic lanes, number of spaces, and the boundaries and locations of such parking area or areas during the term of this lease. Furthermore, LANDLORD reserves the right to temporarily close all or any portion of the parking areas needed by LANDLORD for maintenance or other public activities. LANDLORD agrees to use its best efforts to not unreasonably block, close, or obstruct the entrances and exits longer than is reasonable to perform the work.

24.2 TENANT, for the use and benefit of TENANT, its agents, employees, customers, licensees and sub-TENANTS, shall have the non-exclusive right in common with LANDLORD, and other present and future owners, TENANTS and their agents, employees, customers, licensees and sub-TENANTS, to use said parking during the Term of this Lease, or any extension thereof, for ingress and egress, and automobile parking. TENANT shall cause no obstruction to the Premises sidewalks, corridors, common areas, parking areas, emergency exits or fire lanes. If TENANT is notified of such obstruction and it fails to take corrective action, LANDLORD shall, at the sole expense of the TENANT, remove or cause to be removed said obstruction.

25.0 SIGNS.

25.1 The TENANT may affix and maintain only signs which are of such type, size, color, location, copy nature and display qualities and in compliance with all codes, ordinances and regulations of any governing body. Any such failure to comply with the provisions of this Section shall be deemed a default of this Lease.

25.2 TENANT agrees to maintain such signs, or other installations as may be approved by the LANDLORD, in good condition and repair at TENANT's own cost and expense.

26.0 MERCHANDISE DISPLAYS.

TENANT may not display or sell merchandise outside the defined exterior walls and permanent doorways of the Premises. TENANT shall not employ or utilize any device or equipment that can be heard outside the leased Premises.

27.0 QUIET ENJOYMENT.

27.1 TENANT shall not install any showcases, vending machines or other equipment outside the Premises. Any contravention of this Section shall first be brought to the TENANT's attention by the LANDLORD or its agents, and, should TENANT fail to cure the problem within forty-eight (48) hours of such notice, LANDLORD, at TENANT's own expense, shall effectuate cure of same.

27.2 TENANT shall not interfere with, obstruct, annoy or injure any other TENANT through noise, odors, smoke or any other nuisance possible or real. In addition, TENANT shall not burn any incense or other aromatic materials in the Premises. Any breach of this provision by TENANT shall constitute a default by the TENANT subject to all of LANDLORD's remedies provided herein and permitted by law.

28.0 GENERAL PROVISIONS.

28.1 Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

28.2 No Waiver. No waiver by LANDLORD of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Minimum Rent, Additional Rent or any other amount due hereunder by LANDLORD shall not be deemed to be a waiver of any preceding default by TENANT of any term, covenant or condition of this Lease, other than the failure of the TENANT to pay the particular amount so accepted, regardless of LANDLORD's knowledge of such preceding default at the time of the acceptance of such amount. No term, covenant, or condition of this Lease shall have been deemed to have been waived by LANDLORD, unless such waiver be in writing and signed by LANDLORD. The rights and remedies created by this Lease are cumulative, and are not intended to be exclusive. The use of one remedy under this Lease shall not be taken to exclude or waive the right or use of another, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

28.3 Headings. The marginal headings and Section titles set forth in this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

28.4 Time of the Essence. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

28.5 Successors and Assigns. The respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees, and successors in interest of LANDLORD, and shall also inure to, and be binding upon, the permitted assigns and successors in interest of TENANT.

28.6 Recordation. Neither LANDLORD nor TENANT shall record this Lease, nor any memorandum hereof, in the Public Records of Palm Beach County, Florida, or any other place. Any attempted recordation by TENANT shall render this Lease null and void, and shall entitle LANDLORD to the remedies provided for herein by TENANT's default.

28.7 Late Charges. TENANT hereby acknowledges that late payment by TENANT to LANDLORD of Minimum Rent, Additional Rent or any other amount due hereunder shall cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which shall be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges,

and late charges which may be imposed upon LANDLORD by the terms of any mortgage or trust deed covering the Premises or building. Accordingly, if any installment of Minimum Rent, or any other amount due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after said amount is due, then TENANT shall pay to LANDLORD a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, five (5%) percent of such overdue amount), plus any attorneys' fees incurred by LANDLORD by reason of TENANT's failure to pay said amount when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that LANDLORD shall incur by reason of the late payment by TENANT and shall in no way constitute or be construed as a penalty. Acceptance of such late charges by the LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of its other rights and remedies granted hereunder.

28.8 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

28.9 No Representation. TENANT agrees and acknowledges that it has not relied upon any market projections, master development plans, circulars, prospectus, advertisements, drawings, phases, or any other representations made by the LANDLORD, its employees and officers, brokers or agents in executing this Lease other than those set forth herein. TENANT has independently determined the economic benefits of leasing the Premises and agrees to indemnify and hold the LANDLORD harmless from and against any and all loss, damage, claim, demand, liability or other expense by reason of any damage to TENANT, its employees and officers, brokers or agents which may arise or be claimed to have arisen as a result of any representations made by the LANDLORD, its agents, officers, employees, or brokers with respect to the Premises, Building, and/or Property.

28.10 Partial invalidity. Any provision of this Lease which shall prove to be invalid, void, illegal, or otherwise unenforceable, shall be deemed severed from this Lease, and shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

28.11 Choice of Law. This Lease shall be governed by the laws of the State of Florida.

28.12 Accord and Satisfaction. No payment by TENANT or acceptance by LANDLORD of a lesser amount than the Minimum Rent or other amounts due hereunder shall be deemed to be other than on account of the earliest Minimum Rent or other amount due, nor shall any endorsement or statement on any check or payment, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and acceptance of such check or other payment shall be without prejudice to LANDLORD's right to recover the balance of such Minimum Rent or other amount due, or pursue any other remedy provided herein or by law.

28.13 Attorneys' Fees. Subject to the limitations as provided in Section 768.28, Florida Statutes, and to the statutory limits as to the extent of monetary liability, in the event that either party shall have to enforce the provisions of this agreement each party shall bear its own attorneys' fees and costs, including costs of appeal and any post-judgment proceedings.

28.14 Sale or Transfer of Premises or any Interest therein by LANDLORD. The LANDLORD shall have the right, to sell, otherwise encumber or dispose of LANDLORD's interest in the Property and Building containing the Premises, and/or this Lease. In the event of any sale or transfer of any interest in the Premises by LANDLORD, LANDLORD shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all covenants and obligations of the LANDLORD under this Lease.

28.15 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between LANDLORD and TENANT or between LANDLORD and any other party or cause either party to be responsible in any for the debts or obligations of the other party.

28.16 Notices. Any notices under this Lease shall be given in writing by mailing the same by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivering the same by professional courier or facsimile transmission with receipt of delivery, addressed to LANDLORD or TENANT, as the case may be, at the respective addresses set out opposite their names below, or at such other address as they may hereafter specify by written notice delivered in accordance herewith:

TENANT: Mark Kutney, Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd, Suite #2
Loxahatchee Groves, Florida 33470
Telephone: (561) 793-2418
Facsimile: (561) 793-2420

WITH COPY TO: Michael D. Cirullo, Jr., Town Attorney
Goren, Cherof, Doody, Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308-4395
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

LANDLORD: Mr. Kan Y. Yee
Yee's Corp.
2375 Vista Parkway
West Palm Beach, Florida 33411

Telephone: (561) 239-0214
Facsimile: (561) 721-9350

28.17 Estoppel Certificates. TENANT shall, at any time or from time to time, within fifteen (15) days after written request by LANDLORD, execute, acknowledge and deliver to LANDLORD a certificate executed by TENANT certifying (i) whether or not this Lease is unmodified and if it is in full force and effect (or, if there have been modifications, the extent to which this Lease is in full force and effect as modified and stating the modifications), (ii) whether or not there are then existing any uncured defaults on the part of LANDLORD or any offsets or defenses against the enforcement of any provision of this Lease by the LANDLORD (and if so, specifying the same), (iii) the dates, if any, to which the Minimum Rent, Additional Rent or other amounts due hereunder have been paid in advance, (iv) the address to which notice to TENANT should be sent, (v) the acceptance by TENANT of the Premises in the condition delivered to TENANT, and (vi) such other matters as LANDLORD may request. In the event TENANT fails to comply with this section, such failure shall constitute a material breach of the Lease.

28.18 Authority of Signatories. Each individual executing this Lease on behalf of a party represents and warrants that he is duly authorized to execute this Lease on behalf of the party for which he signs, in accordance with the bylaws or requirements of that party, and that this Lease is binding upon the parties.

28.19 Limitation of Liability. Under no circumstances shall LANDLORD ever be personally liable for any judgment or for the payment of any monetary obligation to TENANT. Furthermore, in no event shall LANDLORD ever be liable to TENANT for any indirect or consequential damages suffered by TENANT from whatever cause.

28.20 Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit. This notification is provided as required by Section 404.056(8), Florida Statutes.

28.21 Venue. In any proceeding brought relative to the terms or provisions of this Lease, venue shall be in Palm Beach County, Florida.

28.22 Waste or Nuisance. TENANT shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other TENANT in the Shopping Center, or which may adversely affect LANDLORD's fee interest in the Leased Premises or in the Shopping Center.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Janet Whipple, Town Clerk

By: _____
David Browning, Mayor

APPROVED AS TO FORM

TOWN SEAL

Michael D. Cirullo, Jr., Town Attorney

YEE'S CORP.

By: _____
Kan Yee

Title: _____



Item 4.

PRESENTATIONS

None



Item 5.

COMMITTEE REPORTS

None



Item 6.

RESOLUTIONS

None



Item 7.

ORDINANCES

Ordinance No's. 2014-05 (Guns, Firearms, Gun Ranges)

(1st Reading)

TOWN OF LOXAHATCHEE GROVES

MEMORANDUM NO. 2014-08

TO: Members of the Planning and Zoning Board

CC: Mayor David Browning
Members of the Town Council
Mark Kutney, Town Manager
Janet Whipple, Town Clerk
James Fleischman, Planning Consultant

FROM: Michael D. Cirullo, Jr., Office of the Town Attorney *MDC*

DATE: May 15, 2014

RE: Town of Loxahatchee Groves ("Town")/Proposed Ordinance deleting regulations relating to firearms

I have been advised that the Planning and Zoning Board tabled consideration of a recommendation of the proposed ordinance. It is my understanding that the members of the Planning and Zoning Board wanted additional information on the scope of state law preemption on the subject matter.

Briefly, the entire subject matter of firearm regulation has been preempted to the state through two statutes. §790.333, Florida Statutes, preempts the whole field of regulation of the use of firearms and ammunition at sports shooting and training ranges. The Florida Attorney General has opined that this includes land development regulations. AGO 2008-34.

In 2011, (subsequent to AGO 2008-34), the Florida Legislature amended §790.33, Florida Statutes, to preempt the entire field of regulation of firearms and ammunition. It provides an exception for zoning ordinances that encompass firearm businesses along with other businesses except those designed for the purpose of restricting firearms or prohibiting the sale, purchase, transfer, of firearms or as a method of regulating them. The statute provides no guidance on the scope of the exception, or how it would be interpreted by enforcing agencies.

At the same time, significant penalties and sanctions were added to the statute. Those sanctions are as follows:

(3) Prohibitions; penalties.--

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced

any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field **shall be liable as set forth herein.**

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. **It is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.**

(c) If the court determines that a violation was knowing and willful, the court **shall assess a civil fine of up to \$5,000 against the elected or appointed local government official or officials** or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, **public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.**

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law **shall be cause for termination of employment or contract or removal from office by the Governor.**

(f) A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section **may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant** to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

1. **Reasonable attorney's fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and**

2. **The actual damages incurred, but not more than \$100,000.**

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

§ 790.33(3), Florida Statutes (emphasis added).

The Town's ULDC contains provisions that specifically mention firearms and shooting ranges. At the time of the adoption of the 2011 amendment to §790.33, Florida Statutes, many local governments had ordinances that infringed on the preemption. Many repealed such ordinances to avoid possible liabilities and sanctions set forth in § 790.33(3), Florida Statutes.

The subject matter was raised at a Town Council meeting earlier this year. The Town Council authorized an ordinance to be prepared to eliminate references to firearms from the Town's ULDC. As the ordinance is a land development regulation, the planning and zoning board is to review and provide a recommendation to the Town Council.

I trust that the information contained herein will be useful in your consideration of the ordinance.

MDC

sun-sentinel.com/news/broward/fl-gun-laws-palm-broward-20140511,0,2268558.story

Sun Sentinel

Broward County sued over gun law

7:09 PM EDT, May 11, 2014

Three years after the state banned local governments from regulating firearms, Broward County will set a June 10 hearing to undo its gun laws. advertisement

The county was sued on May 2 by Florida Carry Inc. for still having gun regulations on the books.

The Florida gun law says only the state can regulate firearms and ammunition, and it declared the local laws null and void in 2011. In addition, the state set a penalty — removal from office — for local governments enforcing local gun laws or passing new ones. Palm Beach County filed a legal challenge to that penalty provision, and Broward County joined the legal fight.

Broward County Attorney Joni Armstrong Coffey said in a memo to commissioners that the county has not been enforcing its old gun restrictions and was only challenging the penalty provision, along with Palm Beach County.

Brittany Wallman

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TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2014-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TOWN'S UNIFIED LAND DEVELOPMENT CODE TO ELIMINATE REGULATIONS RELATING TO GUNS, FIREARMS AND GUN RANGES TO ADDRESS STATE PREEMPTIONS OF THE REGULATION OF THESE SUBJECTS; PROVIDING FOR INTENT OF THE TOWN TO COMPLY WITH THE STATE'S PREEMPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 790.33, Florida Statutes, preempts to the state the field of regulation of firearms and ammunition, except for zoning ordinances “that encompass firearms businesses” so long as they are not intended to restrict or prohibit the sale of firearms and ammunition as a means of regulating such; and,

WHEREAS, Section 790.333, Florida Statutes, preempts to the state the field of regulation of firearms and ammunition use at sport shooting and training ranges; and,

WHEREAS, the Florida Attorney General has opined that the preemption in Section 790.333, Florida Statutes, includes zoning; and,

WHEREAS, Section 790.33, Florida Statutes, provides substantial penalties for any willful intrusion into the state's preemption on the regulation of firearms and ammunitions, including fines of up to \$5,000, termination of employment or removal from office, and damages of up to \$100,000.00; and,

WHEREAS, the Town's Unified Land Development Code contains zoning regulations relating to shooting and gun ranges, the goal of which was not to restrict gun and ammunition sales and use, but to provide use and development standards for such uses; and,

WHEREAS, the Town of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to remove all references to guns, firearms, and gun and shooting ranges in the Unified Land Development Code in order to avoid the potential of conflict with state law, and to defer to the state for regulations of such pursuant to the state’s preemptions as evidenced by Sections 790.33 and 790.333, Florida Statutes.

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 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 of 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 Mgmt. | 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 | 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 | Not Permitted |
| Gasoline Station | Permitted | Not Permitted |
| Shooting Range, Indoor <u>Archery Range</u> | 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 | Permitted subject to Article 80 and to a Special Exception |
| Retail Plant or Produce Sales | Permitted | Not Permitted |
| Restaurant, Fast Food | Permitted | Not Permitted |
| Restaurant, Full Service | Permitted | Permitted |
| Restaurant, Take Out Only | Permitted | Permitted |
| Retail Services | Permitted | Not Permitted |
| Retail Store | Permitted | Not Permitted |

| | | |
|---|-----------|---------------|
| 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 |

Section 3. Part II, entitled “Zoning Districts,” Article 35 entitled “Parks and Recreation Zoning Districts,” Section 35-015, entitled “Permitted Uses,” of the Town’s Unified Land Development Code, is amended as follows:

Section 35-015. - Permitted uses.

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

| Principal Uses | Parks and Recreation |
|----------------------------------|---------------------------------|
| Gun or Archery Range | Permitted subject to Article 80 |
| Boat Ramp, Fishing Pier and Dock | Permitted |
| Botanical Garden | Permitted |
| Walking and Biking Trail | Permitted |
| Essential Services | Permitted |
| Nature Trail | Permitted |
| Outdoor Events | Permitted subject to Article 80 |
| Lake or Pond | Permitted |
| Public Park | Permitted |

Section 4. Part III, entitled Supplemental Regulations,” Article 80, entitled “Conditional Use,” Section 80-040, entitled “Archery and gun ranges,” of the Town’s Unified Land Development Code, is amended as follows:

Section 80-040. - Archery and gun ranges.

Target areas for archery and gun ranges shall provide sufficient separation and barriers sufficient to preclude any intrusion of such activities (including noise above nuisance levels) upon adjacent properties. ~~All gun ranges shall be within a building located on a parcel that has a land use designation of Commercial Low Retail and shall also conform to the Best Management Practices for Environmental Stewardship of Florida Shooting Ranges as outlined by the Florida Department of Environmental Protection.~~

Section 5. Part IV, entitled “Parking and Loading, Access and Subdivision, Sight Distance,” Division I, entitled “Space Requirements, Size and Use, Section 95-010, entitled “Minimum parking space requirements,” of the Town’s Unified Land Development Code, is amended as follows:

Section 95-010. - Minimum parking space requirements.

The minimum parking requirements for each use is outlined below, however, for uses not specifically listed, the parking requirements for the most similar use shall be used as determined by the Town Manager. When the number of required parking spaces results in a fractional space, any such fraction shall require a full parking space. In the case of mixed uses (not including shopping centers), the total requirement for parking spaces shall be the sum of the various uses computed separately. In stadiums, sports arenas, religious facilities, bars and other places of assembly in which occupants utilize benches, pews, stools or other similar seating facilities, every 20 linear inches of such seating shall be counted as one seat for the purpose of computing parking requirements. Every building, use or structure which complies with the parking requirements of this article may provide additional parking spaces as needed.

(E) *Recreational uses:*

| Uses | Minimum Parking Requirements |
|---------------------------------|---|
| Gun or Archery Range | One parking space per target position |
| Other Recreational Uses | Determined by agency facilitating and maintaining the use |

Section 6: It is 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 fields of guns and ammunition, and gun ranges.

Section 7. All Ordinances or parts of Ordinances, and all Resolutions or parts of

Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 8: This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2014

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2014

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor David Browning

Janet K. Whipple, Town Clerk

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



Item 8.

ADMINISTRATIVE UPDATE

(No Backup)



Item 9.a.

OLD BUSINESS

Discussion of Road Improvement Policy

Methodology for the Prioritization of Town Roads Improvements

Goal: The Town shall balance the public service needs of the community with the fiscal capabilities. New programs, services, or facilities shall be based on general citizen demand, need, or legislative mandate. The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate.

1. Incorporate existing Town roads provided by LGWCD into plan to meet the Goals of service needs, fiscal capabilities managed on a fair and equitable basis.
 - a. Existing OGEM roads are now Town roads at a construction price of about \$1.5 million
 - i. Excess borrowed funds in LGWCD used to liquidate ~\$1.0 million outstanding loan
 - ii. Funding provided from transfer to LGWCD discontinued
 - iii. Town annually appropriates \$150,000 to pay for existing transferred roads
2. What funding level is the Town willing to commit?
 - a. Millage increase
 - b. Reduction in expenses
 - c. Bond Referendum through dedicated millage
 - d. Expansion of other revenue sources
3. Establishment of prioritization
 - a. Road improvements should be based on a cost benefit analysis, i.e., the greatest benefit to the most people at the least cost per capita
 - i. Would residents on prioritized Roads be in favor of such improvements?
 - b. Random selection for improvements
 - i. Would residents on random selection be in favor of such improvements?
 - c. Improve Roads classified in the most deteriorated conditions
 - i. Would residents on road classified in the most deteriorated conditions be in favor of such improvements?
4. Selection of Identified Roads
 - a. Cost Benefit Analysis for selection for funding
 - b. Random selection for funding (pulling out of a hat)

Methodology for the Prioritization of Town Roads Improvements

5. Upon identification and consent for selected road improvement by citizens
 - a. Legal requirements are completed
 - b. Survey completed if necessary
 - c. Plan & Design Bid Specifications for Improvements by Town Engineers
 - d. Drainage accommodation with respect to improvements

DRAFT

**Assessment of Town Roads
Ranking: 1 (Acceptable) - 5 (Unacceptable)**

| Road | Rock Material Needed | Vegetation obstructing Drainage | Vegetation obstructing Roadway | Other | Ranking LG/WCD |
|--|-----------------------------|--|---------------------------------------|--------------------------------|-----------------------|
| South of Okeechobee/ Folsom to D Rd | | | | | |
| Raymond Drive | | | | | 2/3 |
| Casey/Wilson | | | Yes | | 3/2 |
| 13th Place/F Rd | | | Yes | Ashphalt surface/Speed Humps | 2/ NA |
| 11th Lane/F Road | | | | Private Property sign at 13265 | 2/NA |
| 12th Place North/F Road | | | Yes | Private Property Sign on Road | 2/2 |
| 14th Place North/F Road | | | | | 2/2 |
| Edith | | | Yes | | 2/2 |
| Fox Trail | | | | | 2/3 |
| Farley | | | Yes | | 2/2 |
| Quail Road | | | | Ashphalt surface | 1/ NA |
| 131st Terrace N | | | | | 2 |
| Rackley Road | Rock Material | | | | 2/4 |
| Hyde Park/Collecting Canal | | | | | 2/2 |
| Kerry Lane | | | | | /2 |
| E. Critus Drive/F Rd to E Rd | | | | | 2/2 |
| W. Critus Drive/Tangerine | | | | | 2/2 |
| Tangerine/ E Rd to D Rd | | | | | 2/2 |
| Valencia | | | | | 2/2 |
| Loxahatchee Drive | | | | | 2/2 |
| 13th Place/Folsom | | | | EXCLUDED | |
| Perkins Drive | | | | EXCLUDED | |

South of Okeechobee/D Rd to A Rd

OFF D Road

| | | | | | |
|-----------------|--|--|-----|--|-------|
| Pineapple | | | | | 2/2 |
| Temple | | | | | 2/2 |
| 8th Place North | | | Yes | | 2/ NA |
| 11th Terrace | | | | | 2/ |
| Gruber Lane | | | | | 2/3 |
| Bunny Lane | | | | | 2/2 |

| Road | Rock Material Needed | Vegetation obstructing Drainage | Vegetation obstructing Roadway | Other | Ranking LG/WCD |
|---|----------------------|---------------------------------|--------------------------------|-------------------------|----------------|
| OFF C Road | | | | | |
| Snail Trail | | | | | 2/ |
| 17th Road North | | | | Driveway | N/A |
| Timberlane | | | | | 2/3 |
| Roberts Way | | | | | 1.5/3 |
| Williams Drive | | | | | 2/3 |
| Scott Place | | | | | 2/2 |
| Forest Lane | Rock Needed | | | | 3/5 |
| | | | | | |
| OFF B Road | | | | | |
| Los Angeles | | | | Possible Grant Funding | 2/3 |
| San Diego | | | | Possible Grant Funding | 2/3 |
| | | | | | |
| North of Okeechobee/A Rd to C Rd | | | | | |
| | | | | | |
| OFF A Road to North Rd | | | | | |
| Lakeside Drive | | | | | N/A |
| 161st Terrace North | | | | | 2/2 |
| 160th Avenue North | | | | | 2/2 |
| 42nd Road N/off 160th | | | | Driveway | / 3 |
| 42nd Street N/off Global | | | | | N/A |
| 44th Street N/off 160th | | | | | 2/3 |
| 40th Street N | | | Vegetation | | 3/ |
| 41st Court N | | | | Driveway | N/A |
| Global Trail | | Vegetation | | | 2/ |
| 43rd Street N | | | | Driveway | N/A |
| Ian Trail | Rock Material | | | | 5/5 |
| 152nd Way N | | | | Driveway | N/A |
| | | | | | |
| OFF B Road to North Road | | | | | |
| | | | | | |
| Ferris Lane | | | | No grading - Owner req. | 2/ |
| Morrow Court | | | | | 2/NA |
| Jewel Lane | | | | EXCLUDED | |
| Shamrock Drive | | | | EXCLUDED | |
| Fortner Drive | | | | EXCLUDED | |

| | Rock Material | Vegetation obstructing | Vegetation obstructing | Other | Ranking |
|---------------------------------|---------------|------------------------|------------------------|------------------------|---------|
| Road | Needed | Drainage | Roadway | | LG/WCD |
| OFF C Road to North Road | | | | | |
| 22nd Road N | | | | | 2/1 |
| 24th Circle N | | Vegetation | | | 2/3 |
| Flamingo | | | | Possible Grant Funding | 2/2 |
| Paradise | | | | Possible Grant Funding | 2/2 |
| 24th Circle N | | | | | |
| Karen Lane | | | | Did not find | N/A |
| Thomas Court | | | | Driveway | N/A |
| 24th Court N | | | | | 2/ |
| 25th Place N | Rock Material | Vegetation | | | 2/3 |
| 28th Lane N | | | | Did not find | N/A |
| Sheffan Lane | | | | Driveway | 2/NA |
| April Drive | | | | | 1/1 |
| 148th Terrace N | Rock Material | | | | 3/5 |
| 40th Street N | | | | | 3/ |
| 147th Avenue N | | | | Possible Grant Funding | 1/1 |
| | | | | | |
| OFF D Road to North | | | | | |
| 145th Avenue N | | Vegetation | | | 3/ |
| 34th Place N | | Vegetation | | | 3/ |
| Tripp Road | | | | Paved to 14404 | 1/2 |
| 30th Court | | | | N/A | |
| 27th Lane | | | | N/A | |
| 25th | | | | Driveway | NA/ |
| 21st Road N | | | | | 2/NA |

| | Rock Material | Vegetation obstructing | Vegetation obstructing | Other | Ranking |
|----------------------------------|---------------|---------------------------|------------------------|------------------------|---------|
| Road | Needed | Drainage | Roadway | | LG/WCD |
| OFF E Road to North | | | | | |
| 22nd Road N | | | | Possible Grant Funding | 2/2 |
| 23rd Court N | | | | Possible Grant Funding | 2/2 |
| 24th Court N | | | | | 2/2 |
| Biddix Road | | | | | 2/3 |
| 35th Place N | | | | | 2/NA |
| 40th Street N | | | | | 2/NA |
| Paddlefoot Lane | | | | EXCLUDED | |
| OFF F Road to North | | | | | |
| 24th Court N | | Vegetation | | | 2/1 |
| 22nd Road N | | | | | 2/2 |
| OFF G Road West to Folsum | | | | | |
| Great Dane Lane | | | | N/A | |
| March Circle | | Vegetation | | | 2/1 |
| 25th Street N | | | | | 1/NA |
| 22nd Court N | | | | | 3/5 |
| OFF G Road East | | | | | |
| Kazee Road | Rock Material | Vegetation 1/2 of roadway | | | 3/4 |
| | | | | | |
| | | | | | |



Item 9.b.

OLD BUSINESS

Keith Harris Presentartion

**Town of Loxahatchee Groves Roadway Canal Crossings
A Study and Recommendation**

**Submitted to the Roadway, Equestrian Trail,
Greenway Advisory Committee**

Prepared By

Keith Harris

January 22, 2014

INTRODUCTION

The Town of Loxahatchee Groves is a collection of complex issues. One is having two governmental entities to which each is responsible for running a portion of The Groves. Citizens are often asked what did the other one say. The ownership of the Town's road system is even obscured.

Palm Beach County claims Okeechobee Boulevard for its own even though some refer it to as our main street. The ownership of the Lettered Roads is still in partial hands of both the Water District and the Town. All the other roads are simply a collection of easements from the adjacent property owners that simply provides a path for a roadway base.

These other roads are maintained with monthly grading and any required placement of rock and fill to provide a smooth usable surface. Currently, the Water District under contract with the Town is performing the maintainance. The roads are designated with fictional or numerical names with traffic signage maintained by the Town. Waste Pro's large heavy refuge trucks travels them twice a week. The firm's biological truck and the re-cycling truck each travels them once a week. The majority of them, some 29 miles are included in the Town's road miles as reviewed by the state. The review determines the gas tax revenue the Town receives. Many of these other roads share a sensitive safety issue as the roads cross the Water Districts canal system. The roadway canal crossing design is a clear span bridge or a bridge/culvert. The roadway canal crossings are a componet of the roads considered by the Loxahatchee Groves Gas Tax Map.

A casual non confirmed survey of the Water Districts canal network taken in April 2012, revealed some 90 roadway canal crossings. The Water District's Permit files indicates 74 of the 90 crossings as permitted. Of these 90 crossings, some 25 crossings, serving some 365 properties, are componets of roadways indicated on the Loxahatchee Groves Gas Tax Map.

PURPOSE AND INTENT

Currently, the replacement costs of roadway canal crossings are being borne by the property owners that the roadway canal crossing serves. The purpose of this study is to address the towns and water districts roles in maintenance of various roads. More specifically, roads with roadway canal crossings that are considered by the Loxahatchee Groves Gas Tax Map. The intent is to have town to become financially accountable for roadway canal crossing replacement costs for roads that are, currently, or in, the future that are considered by the Loxahatchee groves Gas Tax Map.

OWNERSHIP

Apparently. The roadway canal crossings in Loxahatchee Groves are not owned by anyone. Mr, Mark Kutney, Town Manager has indicated that the roadway canal crossings are not owned by the Town. Mr. Steve Yohe, Water District Administrator has indicated that the roadway canal crossings do not belong to the Water District. Property Surveys do not indicate ownership of the crossings. Therefore, may it be assumed that property owners do not own it. Apparently, the roadway canal crossings may be considered to be owned by the entity who made application for the Water District Permit? In a property owner dispute, could a roadway canal crossing permit holder have that crossing demolished without consideration of other property owners who use the crossing?



There are two (2) bridge/culverts at the intersection of D Road and Connecting Canal Rd. The aforementioned “its not my property” scenario is confusing as to whom is financially responsible for the repair or replacement of them? Loxahatchee Groves, Water District, or adjacent property Owners?

FINDING OF FACT

Comprehensive Plan appears not to consider roadway canal crossings

The Loxahatchee Groves Water District permit files includes roadway canal crossings permit applicants name applicants address permit number and date of issuance

The Town of Loxahatchee Groves Gas Tax Map indicates streets with roadway canal crossings are being submitted to the state for the purpose of receiving state shared gas tax revenue.

DEMAND OF USE

The following roadway canal crossings are considered by the Loxahatchee Groves Gas Tax Map. The crossings traffic trips vary as to the quantity of properties they serve.

| <u>BRIDGE/CULVERT LOCATION</u> | <u>SERVES</u> | <u>NO. OF RESIDENCES AFFECTED</u> |
|--|--|-----------------------------------|
| A Road and Lakeside Drive | Lakeside Drive and 161 st Terrace North | 59 |
| B Road and West B Road | West B Road | 6 |
| B Road and Ferris Lane | Ferris Lane | 4 |
| C Road and Gruber Lane | West C Road, Forest Lane, Scott Place, Williams Drive Robert Way, Timberlane Place, and 17 th Road North | 44 |
| C Road and 25 th Place North | 25 th Place North | 4 |
| C Road and Fortner Drive | Fortner Drive | 3 |
| C Road and 28 th Lane North | 28 th Lane North | 3 |
| C Road and Steffan Lane | Steffan Lane | 3 |
| D Road and Tangerine Drive | W D Road, Pineapple Drive, Temple Drive, and 6 th Court North | 19 |
| D Road and 11 th Terrace | 11 th Terrace | 17 |
| D Road and Gruber Lane | Gruber Lane | 14 |
| D Road and Bunny Lane | Bunny Lane | 6 |
| D Road and 21 st Road North | 21 st Road North | 4 |
| D Road and 25 th Place North | 25 th Place North | 4 |
| D Road and 27 th Lane North | 27 th Lane North | 4 |
| D Road and 34 th Place North | 34 th Place North | 8 |
| E Road and 24 th Court North | 24 th Court North | 7 |
| E Road and Biddix Road | Biddix Road | 7 |
| F Road and 12 th Place North | 12 th Place North | 7 |
| F Road and 14 th Place North | 14 th Place North | 4 |
| F Road and Bryan Road | Kerry Lane, Edith Road, Fox Trail, and Farley Road | 30 |
| F Road and 24 th Court North | 24 th Court North | 17 |
| North Road and 160 th Ave North | 160 th Ave. North, 42 nd Street North, 44 th Street North | 29 |
| North Road and Global Trail | Global Trail, 40 th Street North, 41 st Court North, 43 rd Road North | 28 |
| North Road and 152 nd Way North | 40 th Street North and Ian Trail | 11 |
| North Road and C Road | 40 th Street North, 148 th Terrace North, and 145 th Ave. North | 23 |

Note: Quantities have not been confirmed

CAUSES FOR REPLACEMENT

The layout of the Water District canal system does not lend itself directly to cause a roadway canal crossing to fail. The interconnecting canals tend to be a self leveling system with a conservative flow surge. However, many roadway canal crossings were constructed without water district permits and/or receive periodic inspections. They maybe susceptible to canal bank collapse and or structural failure in heavy rains as

recently experienced with Tropical Storm Issac. Such a failure will cause debris to flow with the canal water current until it is obstructed by another roadway canal crossing. Such a blockage combined with flow surge will place compressive pressure on a roadway canal crossing.

A vehicular accident may also cause failure. Heavy Equipment such as graders, Garbage Trucks such as used by the town's vendor Waste Pro, Delivery Trucks, etc. traversing a roadway may cause structural failure of a roadway canal crossing such as the case with Arlene White who owns property on C Road. A Rinker concrete truck caused the bridge/culvert crossing to her property to fail.

Canal maintenance can also create the necessity of repairs to a roadway canal crossing. The periodic canal re-sectioning caused damage to the roadway canal crossing of 25th Place North at C Road. The south side rip rap embankment collapsed due the Water District's subcontractor digging in too close of a proximity to the structure.

REPLACEMENT COSTS

Water District Administrator, Steve Yohe, has indicated that construction costs of a bridge/culvert is \$70,000.00. The Water District can furnish a ten year payment financing plan for those who require replacement of a roadway canal crossing.

RECOMMENDATION

The Town of Loxahatchee Groves to fund the repairs and or replacement of those roadway canal crossings that serve roads designated on the Gas Tax Map.

RECOMMENDATION RATIONALE

Town funds are maintaining the roads with periodic grading and placement of materials. The roadway surface on top of the canal crossings is also maintained by Town Funds. This is an indication of the town demonstrating it is responsible for the crossing..

The Town is maintaining signage. This is an indication of ownership.

The Town Vendors, Water District, and Waste Pro, heavy equipment are causing wear

The Town is receiving Local Option Fuel Tax revenue of which is designated for roadway maintenance.

Existing policy is unfair to town citizens. Under current policy, the repair and or replacement costs of a roadway canal crossing will be borne in some cases by as little as three property owners while others will be borne by as much as 59 property owners.

Final Thoughts

The Town Council just allocated 75K from the general fund for the micro surfacing of Macella, Compton, and Bryan which serves some 95 properties.. The allocation was necessary and proper. The Water District estimate of cost for the replacement of a roadway canal crossings is 70K. Both scopes of work do not occur frequently.

The town will benefit with appearance uniformity of the town's roadway canal crossings. A recently constructed roadway canal crossing located on North Road offers nice landscaping features including wrap around rip rap and sodded banks. One may consider to specify this look as a standard specification for future crossings.



The width of the existing roadway canal crossings are averaging a 20 foot wide roadway with five foot shoulders. The shortness of the span between banks does not offer adequate space to construct radius corners. RV Drivers, Large 5th wheel Camping Trailers Horse trailers, and delivery Trucks are having difficulty negotiating the \ limited turning radius from 20 foot wide road to a 20 foot wide road. One may consider to specify the roadway canal crossings to have a specification standard dimensions of a minimum of 30 foot wide roadway with five foot wide shoulders. This will allow a large vehicle using the crossing roadway and a shoulder, some 35 feet to make turns with.



A Road and 161st Terrace North

Serves: Lakeside Drive and 161st Terrace

Property Use 59

Gas Tax Map Designation: Yes



North Road and 160th Avenue North

Serves: 160th Ave. north, 42nd Street North, 44th Street North

Property Use 29

Gas Tax Map Designation: Yes



B Road and Ferris Lane

Serves: Ferris Lane

Property Use 4

Gas Tax Map Designation: Yes



B Road and West B Road

Serves: West B Road

Property Use 6

Gas Tax Map Designation: Yes



C Road and Gruber Lane

Serves: West C Road, Forest Lane, Scott Place, Williams Drive, Robert Way, Timberlane Place, and 17th Road North.

Property Use: 44

Gas Tax Map Designation: Yes



C Road and 25th Place North

Serves: 25th Place North

Property Use 4

Gas Tax Map Designation: Yes



C Road and Fortner Drive

Serves: Fortner Drive

Property Use: 3

Gas Tax Map Designation: Yes

No photo as location has one clear span bridge and one bridge/culvert. Neither one has road signage.

C Road and 28th Lane North

Serves: 28th Lane North

Property Use: 3

Gas Tax Map Designation: Yes



C Road and Stefan Lane

Serves: Stefan Lane

Property Use: 3

Gas Tax Map Designation: Yes



C Road and North Road

Serves: 40th Street North, 148th Terrace North, and 145th Ave. North

Property Use: 23

Gas Tax Map Designation: Yes



D Road and North Road

Serves:

Property Use

Gas Tax Map Designation: Yes



D Road and 27th Lane North

Serves: 27th Lane North

Property Use: 4

Gas Tax Map Designation: Yes



D Road and 25th Place North

Serves: 25th Place North

Property Use: 4

Gas Tax Map Designation: Yes



D Road and 21st Road North

Serves: 21st Road North

Property Use: 4

Gas Tax Map Designation: Yes



D Road and Bunny Lane

Serves: Bunny Lane

Property Use: 4

Gas Tax Map Designation: Yes



D Road and Gruber Lane

Serves: Gruber Lane

Property Use: 14

Gas Tax Map Designation: Yes



D Road and 11th Terrace

Serves: 11th Terrace

Property Use: 17

Gas Tax Map Designation: Yes



D Road and Pineapple



E Road and 24th Court North

Serves: 24th Court North

Property Use: 7

Gas Tax Map Designation: Yes



E Road and Biddix Road

Serves: Biddix road

Property Use: 7

Gas Tax Map Designation: Yes



F Road and 24th Court North

Serves: 24th Court North

Property Use: 17

Gas Tax Map Designation: Yes



F Road and 12th Place North

Serves: 12th Place North

Property Use: 7

Gas Tax Map Designation: Yes



F Road and 14th Place North

Serves: 14th Place North

Property Use: 4

Gas Tax Map Designation: Yes



F Road and Bryan Road

Serves: Kerry Lane, Edith Road, Fox Trail, and Farley Road

Property Use: 30

Gas Tax Map Designation: Yes



North Road and Global Trail

Serves: Global Trail, 40th Street North, 41st Court North, and 43rd Road North

Property Use: 28

Gas Tax Map Designation: Yes



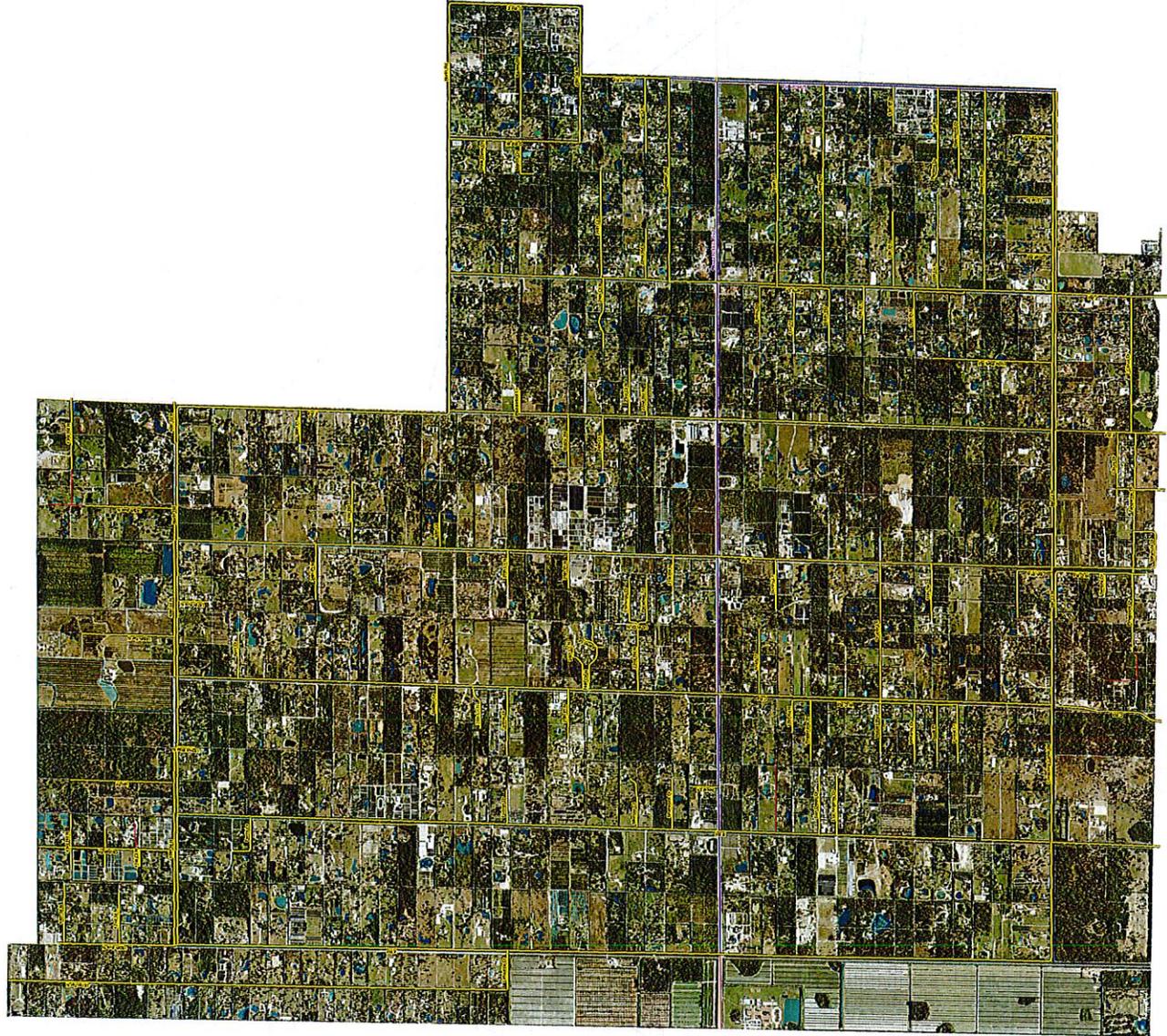
North Road and 148th Terrace North

Serves:

Property Use

Gas Tax Map Designation: Yes

April 2013



Town of
**LOXAHATCHEE
GROVES**

← N

TOTAL MUNICIPAL LANE MILES
2012 = 117.027
2013 = 115.787

Legend
Responsible Authority

- Loxahatchee Groves Area
- Palm Beach County Role
- Private Role



Item 10.a.

NEW BUSINESS

Debt Issue in Charter

CHAPTER 2006-328

House Bill No. 951

An act relating to Palm Beach County; creating the Town of Loxahatchee Groves; providing a charter; providing legislative intent; providing a council-manager form of government; providing boundaries; providing municipal powers; providing for a town council; providing for membership, qualifications, terms, powers, and duties of its members, including the mayor; providing for a vice mayor; providing general powers and duties; providing circumstances resulting in vacancy in office; providing grounds for forfeiture and suspension; providing for filling of vacancies; providing for compensation and expenses; providing for appointment of charter officers, including a town manager and town attorney; providing for removal, compensation, and filling of vacancies; providing qualifications, powers, and duties; providing for meetings; providing for adoption, distribution, and recording of technical codes; providing for recordkeeping; providing a limitation upon employment of council members; prohibiting certain interference with town employees; establishing the fiscal year; providing for adoption of annual budget and appropriations; providing for supplemental, reduction, and transfer of appropriations; providing for limitations; providing for referendum requirements for revenue bonds and other multiyear contracts; providing for financial audit; providing for nonpartisan elections and matters relative thereto; providing for recall; providing for initiative and referenda; providing for future amendments of the charter; providing for standards of conduct in office; providing for severability; providing for a personnel system; providing for charitable contributions; providing for land use changes; providing the town a transitional schedule and procedures for first election; providing for first-year expenses; providing for adoption of transitional ordinances, resolutions, comprehensive plan, and local development regulations; providing for sharing of communications services tax; providing for accelerated entitlement to state-shared revenues; providing for receipt and distribution of gas tax revenues; providing for continuation of the Palm Beach County Fire Rescue Municipal Service Taxing Unit; providing for law enforcement; providing for continuation of the Palm Beach County Library District; providing for dissolution of the Palm Beach County Municipal Service Taxing Unit B and dissolution of the Palm Beach County Municipal Service Taxing Unit F; providing for continuation of the Loxahatchee Groves Water Control District; providing for continuation of Loxahatchee Groves Park; repealing s. 6 of s. 2 of chapter 99-425, Laws of Florida, relating to a restriction on annexation of the Loxahatchee Groves Water Control District; providing for waivers; requiring a referendum; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Charter; creation; form of government; boundaries and powers.—

1

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(1) CHARTER; CREATION.—

(a) This act, together with any future amendments thereto, may be known as the “Charter of the Town of Loxahatchee Groves” (the “charter”), and the Town of Loxahatchee Groves (the “town”) is hereby created.

(b) The Loxahatchee Groves area in Palm Beach County includes a compact and contiguous rural community of approximately 3,120 persons who are experiencing certain impacts, such as the destruction of rural habitats and the threat to equestrian, farming, and nursery businesses, resulting from urbanization in the surrounding areas. The residents within the town would like to control the effects of those impacts through the incorporation of the town and its continued existence as a historic, rural community with the benefits of self-determination.

(c) It is in the best interests of the public health, safety, and welfare of the residents of the Loxahatchee Groves area to form a separate municipality for the Loxahatchee Groves area with all the powers and authority necessary to provide adequate and efficient municipal services to its residents.

(d) It is intended that this charter and the incorporation of the Loxahatchee Groves area will serve to preserve and protect the distinctive rural characteristics of the community, such as low density, minimal lot coverage, substantial open spaces, agricultural and nursery interests, and rural habitats, and to acknowledge its close ties to the agriculture and equestrian industries within the boundaries of the town.

(e) It is the intent of this charter and the incorporation of the town to secure the benefits of self-determination and affirm the values of representative democracy, citizen participation, strong community leadership, professional management, and regional cooperation.

(2) FORM OF GOVERNMENT.—The town shall have a council-manager form of government.

(3)(a) CORPORATE BOUNDARIES.—The corporate boundaries of the Town of Loxahatchee Groves shall be as described as follows:

That portion of Loxahatchee Sub-Drainage District, Township 43 South, Range 41 East and Range 40 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of Section Eighteen (18) in Township Forty-three (43) South, Range Forty-one (41) East, Palm Beach County, Florida, and run thence along the North line of Section Eighteen (18) and Seventeen (17) of said Township to the Northeast corner of Section Seventeen (17) in said Township and Range; thence run South along the Eastern boundary of Section Seventeen (17) to the Southeast corner of said Section;

Thence run East along the Northern boundary of Section Twenty-one (21) and of Section Twenty-two (22) to the Northeast corner of the Northwest quarter of the said Section Twenty-two (22); Thence run South

along the East line of the Northwest quarter of said Section Twenty-two (22) to the Southeast corner of said Northwest quarter of said Section; Thence run West along the South line of the Southeast quarter of Northwest quarter of said Section Twenty-two (22) to the Southwest corner of said Southeast quarter of Northwest quarter of said Section; Thence run South along the East line of the West half of the Southwest quarter of Section Twenty-two (22) and of the West half of West half of Section Twenty-seven (27) and of the West half of West half of Section Thirty-four (34) to the North Right of Way line of State Road 80, in Section Thirty-four (34); Thence West along the Northern edge of the North Right of Way line of State Road 80, across the West half of West half of Section Thirty-four (34) and across Section Thirty-three (33), Thirty-two (32), and Thirty-one (31) in said Township to the point where the range line dividing ranges Forty (40) and Forty-one (41) East intersects said North Right of Way line of State Road 80;

Thence North along the West line of Sections Thirty-one (31), Thirty (30), Nineteen (19) and Eighteen (18) to the Point of Beginning, embracing approximately Six Thousand Nine Hundred Thirty five and ⁵⁶/₁₀₀ (6,935.56) acres.

Said lands lying within the above described boundary lines are described more particularly as follow, to wit:

All of Section Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21) and the Northwest quarter and West half of Southwest quarter of Section Twenty-two (22); and West half of West half of Section Twenty-seven (27); and all Section Twenty-eight (28), Twenty-nine (29) and Thirty (30) and all of Section Thirty-one (31) North of North Right of Way line of State Road 80; and all of Section Thirty-three (32) North of North Right of Way line of State Road 80; and all of Section Thirty-three (33) North of North Right of Way line of State Road 80; and all of the West half of West half of Section Thirty-four (34) North of North Right of Way line of State Road 80; all in Township Forty-three (43) South Range Forty-one (41) East, all of said lands being situate in Palm Beach County, State of Florida, according to the United States official surveys of said lands.

TOGETHER WITH

The South $\frac{1}{2}$ of Sections 7 and 8, T43S, R41E.

The South $\frac{1}{2}$ of the East $\frac{1}{4}$ of Section 12, The East $\frac{1}{4}$ of Sections 13, 24, 25, T43S, R40E, and that part of the East $\frac{1}{4}$ of Section 36, T43S, R40E, lying North of the North Right of Way of S.R. 80, all in Palm Beach County, Florida, containing 1320 acres, more or less.

LESS AND EXCEPT The All or Nothing Legislation Parcel as described in Senate Bill No. 2616, Laws of Florida, Chapter 99-425, formerly known as The Palms West Hospital property

A parcel bounded by Southern Boulevard (S.R. 80) on the South, the Southern boundary of the drainage/road Right of Way known as collect-

ing canal on the North, Folsom/Crestwood of the East, and the Western boundary of The All or Nothing Legislation Parcel as described in Senate Bill No. 2616, Laws of Florida, Chapter 99-425 on the west, said parcel being more particularly described as follows:

A parcel of land located in the County of Palm Beach, State of Florida, to wit:

The point of beginning being the intersection of the Easterly line of Lot 4, Block K, Loxahatchee District, according to the plat thereof on file in the Office of the Clerk of the Circuit Court recorded in Plat Book 7, Page 81, of the Public Records of Palm Beach County, Florida, and the Southerly boundary of the "Collecting Canal" as shown on the Replat of Loxahatchee Groves Subdivision according to the Plat thereof, recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida; Thence Easterly along said Southerly boundary of the "Collecting Canal" to the Easterly boundary of said Replat of Loxahatchee Groves; Thence South along said Easterly boundary line of the Replat of Loxahatchee Groves to the North Right of Way line of State Road 80; Thence Westerly along said Northerly Right of Way line of State Road 80 to the Easterly line of Lot 4, Block K, Loxahatchee District;

Thence Northerly along said Easterly line of Lot 4 to the Point of Beginning, and

A portion of Lot 4, Block "K," Loxahatchee District subdivision, according to the map or plat thereof as recorded in Plat Book 7, page 81, public records, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said lot 4; thence, south 02°16'42" west, along the east line of said lot 4, a distance of 834.00 feet for a point of beginning.

Thence, continue south 02°16'42" west along said east line, a distance of 1221.92 feet, more or less, to the intersection thereof with the north right-of-way line of State Road No. 80 as recorded in official records book 12372, page 468, said public records; thence, north 88°08'61" west, departing said east line and along said north right-of-way line, a distance of 260.20 feet; thence, north 02°16'46" east, departing said right-of-way line, a distance of 80.00 feet; thence, north 88°08'51" west, a distance of 248.59 feet; thence, north 02°16'46" east, a distance of 321.11; thence, north 88°08'51" west, a distance of 275.01 feet, more or less, to the intersection thereof with the west line of said lot 4; thence, north 02°16'46" east, along said west line, a distance of 806.33 feet; thence, south 89°12'21" east, departing said west line and along the south line of the north 834.00 feet of said lot 4, as measured along the east and west lines of said lot 4, a distance of 784.02 feet to the point of beginning.

Containing: 18.867 acres, more or less.

(b) The town shall not annex that area now known as Callery-Judge Groves, generally described as that area of land bounded on the north by M

canal, on the south by the northern border of the town, on the east by 140th, and on the west by M canal.

(4) MUNICIPAL POWERS.—The town shall be a body corporate and politic and shall have all available governmental, corporate, and proprietary powers of a municipality under the State Constitution and laws of the state, as fully and completely as though such powers were specifically enumerated in this charter, and may exercise them, except when prohibited by law. Through the adoption of this charter, it is the intent of the electors of the town that the municipal government established herein have the broadest exercise of home rule powers permitted under the State Constitution and laws of the state. This charter and the powers of the town shall be construed liberally in favor of the town. It is recognized that certain services within the municipal boundaries are provided by independent special districts created by special acts of the Legislature and by Palm Beach County.

Section 2. Council; mayor and vice mayor.—

(1) TOWN COUNCIL.—There shall be a five-member town council (“council”) vested with all legislative powers of the town, consisting of five members (“council members”), each elected from and representing the town at large. Unless otherwise stated within this charter, all charter powers shall be exercised by the council.

(2) THE MAYOR; POWERS AND DUTIES.—

(a) The council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its members a mayor who shall serve for a period of 1 year and who shall have the same legislative powers and duties as any other council member, except as provided herein.

(b) In addition to carrying out the regular duties of a council member, the mayor shall preside at the meetings of the council and shall be recognized as the head of town government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents and for purposes of military law. The mayor shall also serve as the ceremonial head of the town and the town official designated to represent the town when dealing with other entities. The mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the town council, consistent with general or special law.

(3) THE VICE MAYOR.—

(a) The council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its members a vice mayor who shall serve for a period of 1 year and who shall have the same legislative powers and duties while serving as any other council member.

(b) The vice mayor shall serve as acting mayor during the absence or disability of the mayor. In the absence of the mayor and the vice mayor, the remaining council members shall select a council member to serve as acting mayor.

Section 3. Election and terms of office.—

(1) TERM OF OFFICE.—Each council member shall be elected at large for a 3-year term by the electors of the town in the manner provided herein. Council members shall be sworn into office at the first regularly scheduled meeting following their election. Each council member shall remain in office until his or her successor is elected and assumes the duties of the position.

(2) SEATS.—The town council shall be divided into five separate council seats to be designated as seats 1, 2, 3, 4, and 5, to be voted on townwide, with each qualified elector entitled to vote for one candidate for each seat.

(3) QUALIFICATION.—Candidates for each council seat must qualify for council elections by seat in accordance with applicable general law, and the council members elected to those seats shall hold the seats 1 through 5, respectively. To qualify for office:

(a) Filing.—Each candidate for council member shall file a written notice of candidacy with the town clerk at such time and in such manner as may be prescribed by ordinance and shall make payment to the town of any fees required by general law as a qualifying fee.

(b) Registered elector.—Each candidate for council member shall be a registered elector in the state.

(c) Residency.—Each candidate for council member shall have maintained his or her domicile within the boundaries of the town for a period of 1 year prior to qualifying for election and, if elected, shall maintain such residency throughout his or her term of office.

(d) Deadline.—Any resident of the town who wishes to become a candidate for a council member seat shall qualify with the town clerk no sooner than noon on the last Tuesday in January, nor later than noon on the first Tuesday in February, of the year in which the election is to be held.

(4) VACANCIES IN OFFICE; FORFEITURE; SUSPENSION; FILLING OF VACANCIES.—

(a) Vacancies.—A vacancy in the office of mayor, vice mayor, or any council member shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetence, or forfeiture of office as described in paragraph (b).

(b) Forfeiture of office.—Any council member shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:

1. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this charter or otherwise required by law;

2. Is convicted of a felony or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;

3. Is convicted of a first degree misdemeanor arising directly out of his or her official conduct or duties, or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three consecutive regular council meetings without good cause, or for any other reason established in this charter.

The council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a council member's office, including whether good cause for absence has been or may be established. The burden of establishing good cause shall be on the council member in question; however, any council member may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other commission member from any past, present, or future meeting or meetings, which motion, if carried, shall be conclusive. A council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on any such matters. The council member in question shall be entitled to a public hearing on request regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the town at least 1 week in advance of the hearing. Any final determination by the council that a council member has forfeited his or her office shall be made by resolution. All votes and other acts of the council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

(c) Suspension from office.—Any council member shall be suspended from office upon return of an indictment or issuance of any information charging the council member with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:

1. During a period of suspension, a council member shall not perform any official act, duty, or function or receive any pay, allowance, emolument, or privilege of office.

2. If the council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the council member shall be entitled to receive full back pay and such other emoluments or allowances as he or she would have been entitled to had the suspension not occurred.

(d) Filling of vacancies.—

1. If any vacancy occurs in the office of any council member and the remainder of the council member's unexpired term is less than 1 year and 81 days, the remaining council members shall, within 30 days following the

occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term.

2. If any vacancy occurs in the office of any council member and the remainder of the unexpired term is equal to or exceeds 1 year and 81 days, the remaining council members shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy until the next regularly scheduled town election, at which time an election shall be held to fill the vacancy.

3. If a vacancy occurs in the office of mayor and fewer than 120 days remain in the term of the council member who was elected mayor, the vice mayor shall serve as mayor until a new mayor is elected by the council and assumes the duties of his or her office. If a vacancy occurs in the office of mayor and 120 days or more remain in the term of the mayor, the vice mayor shall serve as mayor until a new council member is elected and the council elects a new mayor and vice mayor as provided by this charter.

4. Any person appointed to fill a vacancy on the council shall be required to meet the qualifications of the seat to which he or she is appointed.

5. Notwithstanding any quorum requirements established herein, if at any time the full membership of the council is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members to the extent otherwise permitted or required under this subsection.

6. In the event that all the members of the council are removed by death, disability, recall, forfeiture of office, or resignation, or any combination thereof, the Governor shall appoint interim council members who shall call a special election within not fewer than 30 days or more than 60 days after such appointment. Such election shall be held in the same manner as the initial elections under this charter. However, if there are fewer than 6 months remaining in any unexpired terms, the interim council appointed by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates as provided in this charter.

(e) Compensation and expenses.—

1. Town council members shall be entitled to receive reimbursement in accordance with general law for authorized travel and per diem expenses incurred in the performance of their official duties.

2. The town council, by not fewer than four affirmative votes, may elect to provide for compensation and any increase in such compensation by ordinance. However, no such ordinance establishing or increasing compensation shall take effect until the date of commencement of the terms of council members elected at the next regular election which follows the adoption of such ordinance.

Section 4. Administrative.—

(1) DESIGNATION OF CHARTER OFFICERS.—The town manager and the town attorney are designated as charter officers, except that the office of town attorney may be contracted to an attorney or law firm.

(2) APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES.—

(a) The charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.

(b) The charter officers shall be removed from office only by a super majority vote of the full council. Upon demand by a charter officer, a public hearing shall be held prior to such removal.

(c) The compensation of the charter officers shall be fixed by the town council through the approval of an acceptable employment contract.

(d) The town council shall begin the process to fill a vacancy in a charter office within 90 days after the vacancy. An acting town manager or an acting town attorney may be appointed by the council during a vacancy in such charter office.

(e) A charter officer shall not be a member of the town council or a candidate for town council while holding a charter officer position.

(3) TOWN MANAGER.—The town manager shall be the chief administrative officer of the town.

(a) The town council shall appoint a town manager who shall be the administrative head of the municipal government under the direction and supervision of the town council. The town manager shall hold office at the pleasure of the town council. The town manager shall be appointed by resolution approving an employment contract between the town and the town manager. The town manager shall receive such compensation as determined by the town council through the adoption of an appropriate resolution.

(b) The town manager shall have the minimum qualifications of a combination of a bachelor's degree in public administration, business administration, or other related fields from an accredited college or university and 3 years' public administration experience or 6 years' experience in a city manager or assistant city manager position, preferably in an International City/County Management Association-recognized local government.

(c) It is preferred that the town manager be an International City/County Management Association-credentialed manager or obtain such credential within 2 years after being appointed.

(d) During the absence or disability of the town manager, the town council may by resolution designate some properly qualified person to temporarily execute the functions of the town manager. The person thus designated shall have the same powers and duties as the town manager and shall be known while serving as acting town manager. The town manager or acting town manager may be removed by the town council at any time.

(e) As the chief administrative officer, the town manager shall:

1. Direct and supervise the administration of all departments, offices, and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law.

2. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The town manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.

3. Ensure that all laws, provisions of this charter, and acts of the council are faithfully executed.

4. Prepare and submit the annual budget and capital program to the council in the form prescribed by ordinance.

5. Attend meetings of the town council.

6. Draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.

7. Sign all licenses issued by the town, issue receipts for all moneys paid to the town, and deposit such moneys in the proper depositories on the first banking day after receipt. The town manager may delegate the responsibilities of this subparagraph to an appropriate town employee who shall be bonded.

8. Provide administrative services in support of the official duties of the mayor and the council.

9. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the town.

10. Submit to the council, and make available to the public, a complete report on finances and administrative activities of the town as of the end of each fiscal year.

11. Sign contracts on behalf of the town to the extent authorized by ordinance.

12. Perform such other duties as are specified in this charter or as may be required by the council.

(4) TOWN ATTORNEY.—

(a) The town attorney shall be employed under terms and conditions deemed advisable by the town council, which may include the appointment of a law firm.

(b) The town attorney shall be a member in good standing with The Florida Bar, have been admitted to practice in the state for at least 5 years,

and have not less than 2 years' experience in the practice of local government law.

(c) The town attorney has sole discretion to appoint, promote, suspend, demote, remove, or terminate deputy and assistant town attorneys, subject to the town's annual budget.

(d) The town attorney shall perform the following functions in addition to other functions as designated by the town council:

1. Serve as chief legal advisor to the town council, the charter officers, and all town departments, offices, and agencies.

2. Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.

3. Approve all contracts, bonds, and other instruments in which the town is concerned and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon.

4. When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party.

5. Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with this charter.

6. Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.

(5) TOWN CLERK.—The town manager shall appoint a town clerk or management firm to serve as town clerk (the "clerk"). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

(6) EXPENDITURE OF TOWN FUNDS.—No funds of the town shall be expended except pursuant to duly approved appropriations or for the payment of bonds, notes, or other indebtedness duly authorized by the council and only from such funds so authorized.

(7) TOWN BOARDS AND AGENCIES.—Except as otherwise provided by law, the council may establish or terminate such boards and agencies as it may deem advisable from time to time. The boards and agencies shall report to the council. Members of boards and agencies shall be appointed by the council by resolution.

Section 5. Legislative.—

(1) REGULAR MEETINGS.—The council shall conduct regular meetings at such times and places as the council shall prescribe by resolution. Such meetings shall be public meetings within the meaning of state law and shall be subject to notice and other requirements of law applicable to public meetings.

(2) SPECIAL MEETINGS.—Special meetings may be held at the call of the mayor or, in his or her absence, at the call of the vice mayor. Special meetings may also be called upon the request of a majority of the council members. Unless the meeting is of an emergency nature, the person or persons calling such a meeting shall provide not less than 72 hours' prior notice of the meeting to the public.

(3) COMMENCEMENT.—All meetings shall be scheduled to commence no earlier than 7 a.m. nor later than 10 p.m.

(4) RULES; ORDER OF BUSINESS.—The council shall determine its own rules and order of business.

(5) QUORUM.—A majority of the full council shall constitute a quorum.

(6) VALIDITY OF ACTION.—No action of the council shall be valid unless adopted by an affirmative vote of the majority of the full council, unless otherwise provided by law.

(7) LEGISLATIVE POWERS.—Except as otherwise prescribed herein or as provided by law, the legislative powers of the town shall be vested in the council. The council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the town by law.

(8) DEPARTMENTS.—The council may establish such other departments as it determines necessary for the efficient administration and operation of the town. Such departments, offices, or agencies shall be established by ordinance.

(9) CODE.—The council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance and may amend the code in the adopting ordinance or later amendatory ordinance. The procedures and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally, except that:

(a) Requirements regarding distribution and filing of copies of the ordinance shall not be construed to require distribution and filing of copies of the adopted code of technical regulations.

(b) A copy of each adopted code of technical regulations, as well as of the adopting ordinance, shall be authenticated and recorded by the town clerk.

(10) EMERGENCY ORDINANCES.—

(a) To meet a public emergency affecting life, health, property, or the public peace, the council may adopt, in the manner provided by general law, one or more emergency ordinances, but such ordinances may not enact or amend a land use plan or rezone private property; levy taxes; grant, renew,

or extend any municipal franchise; set service or user charges for any municipal services; or authorize the borrowing of money, except as provided under the emergency appropriations provisions of this charter, if applicable. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

(b) Upon the affirmative vote of four council members, an emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced. After its adoption, the ordinance shall be advertised and printed as prescribed for other ordinances.

(c) Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

(d) Every emergency ordinance, except emergency appropriation ordinances, shall automatically be repealed as of the 61st day following its effective date, but this shall not prevent reenactment of the ordinance under regular procedures or, if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(11) EMERGENCY APPROPRIATIONS.—To meet a public emergency affecting life, health, property, or the public peace, the council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriation, the council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made.

(12) RECORDKEEPING.—The council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings and all ordinances and resolutions adopted by the council, and the same shall at all times be a public record. The council shall further maintain a current codification of all ordinances. Such codification shall be printed and shall be made available for distribution to the public on a continuing basis. All ordinances or resolutions of the council shall be signed by all council members and attested to by the town clerk.

(13) DUAL OFFICE HOLDING.—No present elected town official shall hold any compensated appointive office or employment of the town while in office, nor shall any former council member be employed by the town until after the expiration of 1 year from the time of leaving office.

(14) NONINTERFERENCE BY TOWN COUNCIL.—Except for the purposes of inquiry and information, council members are expressly prohibited from interfering with the performance of the duties of any employee of the town government who is under the direct or indirect supervision of the town manager or town attorney. Such action shall be malfeasance within the

meaning of section 112.51, Florida Statutes. Recommendations for improvements in the town government operations shall come through the town manager, but each member of the council shall be free to discuss or recommend improvements to the town manager, and the council is free to direct the town manager to implement specific recommendations for improvement in town government operations.

Section 6. Budget and appropriations.—

(1) FISCAL YEAR.—The town shall have a fiscal year which shall begin on the first day of October and shall end on the last day of September of the following calendar year, unless otherwise defined by general law. Such fiscal year shall also constitute the annual budget and accounting year.

(2) BUDGET ADOPTION.—The council shall adopt a budget in accordance with applicable general law, following a minimum of two public hearings on the proposed budget. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) EXPENDITURES.—The budget shall not provide for expenditures in an amount greater than the revenues budgeted.

(4) APPROPRIATIONS.—

(a) If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the council by resolution may make supplemental appropriations for the year in an amount not to exceed such excess.

(b) If, at any time during the fiscal year, it appears probable to the town manager that the revenues available will be insufficient to meet the amount appropriated, the town manager shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly.

(c) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(5) BONDS; INDEBTEDNESS.—

(a) Subject to the referendum requirements of the State Constitution, if applicable, the town may from time to time borrow money and issue bonds or other obligations or evidence of indebtedness (collectively, "bonds") of any type or character for any of the purposes for which the town is now or

hereafter authorized by law to borrow money, including to finance the cost of any capital or other project and to refund any and all previous issues of bonds at or prior to maturity. Such bonds may be issued pursuant to one or more resolutions adopted by a majority of the council.

(b) The town may assume all outstanding indebtedness related to facilities it acquires from other units of local government and be liable for payment thereon in accordance with its terms.

(6) REVENUE BONDS; LEASE-PURCHASE CONTRACTS.—Unless authorized by the electors of the town at a duly held referendum election, the council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease-purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of 36 months, unless mandated by state or federal governing agencies.

(7) ANNUAL AUDIT.—The council shall provide for an independent annual financial audit of all town accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the town government or in any of its officers. Residency in the town shall not be construed as a prohibited interest.

Section 7. Elections.—

(1) ELECTORS.—Any person who is a resident of the town, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the town.

(2) NONPARTISAN ELECTIONS.—All elections for the town council members shall be conducted on a nonpartisan basis without any designation of political party affiliation.

(3) ELECTION DATES.—A special election shall be held on the second Tuesday in March 2007, and regular elections shall be held on the second Tuesday in March of each election year, provided as follows:

(a) For the two council member seats that received the highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2010, and every 3 years thereafter.

(b) For the two council member seats that received the next highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2009, and every 3 years thereafter.

(c) For the remaining council member seat, the next election to fill the council member seat shall be held on the second Tuesday in March after the first Monday in March in 2008, and every 3 years thereafter.

(d) Such town elections shall be general town elections.

(4) RUNOFF ELECTIONS.—In the event no candidate for an office receives a majority of the votes cast for such office, the person receiving the largest number of votes cast will be elected. In the event two candidates receive an equal number of votes, a runoff election shall be held on the fourth Tuesday in March.

(5) TOWN CANVASSING BOARD.—The town canvassing board shall be composed of those members of the town council who are not candidates for reelection and the town clerk, who shall act as chair. At the close of the polls of any town election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chair and shall proceed to publicly canvass the vote as shown by the returns then on file in the office of the town clerk, and then shall publicly canvass the absentee elector ballots. The canvassing board shall prepare and sign a certificate containing the total number of votes cast for each candidate or other measure voted upon. The certificate shall be placed on file with the town clerk.

(6) SPECIAL ELECTIONS.—Special municipal elections, when required, shall be held in the same manner as regular elections, except that the town council, by ordinance, shall fix the time for holding such elections consistent with this charter and state law.

(7) GENERAL ELECTION.—

(a) The ballot for the general election shall contain the names of all qualified candidates for each respective council member seat and shall instruct electors to cast one vote for each council member seat, with a maximum of one vote per candidate. The candidate for each council member seat receiving the most votes shall be the duly elected council member for that designated council member seat.

(b) No election for any council member seat shall be required in any election if there is only one duly qualified candidate for the council member seat.

(c) If more than one candidate for a designated council member seat receive an equal and highest number of votes, the candidates for the office receiving the highest vote in the general election shall run again in the runoff election.

(d) The candidate receiving the highest number of votes cast for the designated council member seat in the runoff election shall be elected to the designated council member seat. If the vote at the runoff election results in a tie, the outcome shall be determined by lot.

(e) The term of office of any elected official shall commence immediately after the election.

(f) All elected officers, before entering upon their duties, shall take and subscribe to the following oath of office:

“I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the state, and the charter of the Town of Loxahatchee Groves; that I am duly qualified to hold office under the Constitution of the State and the charter of the Town of Loxahatchee Groves; and that I will well and faithfully perform the duties of council member upon which I am now about to enter.”

(g) The election laws of the state shall apply to all elections.

(h) Any member of the town council may be removed from office by the electors of the town following the procedures for recall established by general law.

Section 8. Initiative and referendum.—

(1) POWER TO INITIATE AND RECONSIDER ORDINANCES.—

(a) The electors of the town shall have the power to propose ordinances to the town council and, if the town council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a town election, provided that such power shall not extend to the annual budget or capital program or any ordinance appropriating money, levying taxes, or setting salaries of town officers or employees.

(b)1. The town council shall have the power, by resolution, to call for a referendum vote by the electors of the town at any time, provided that the purpose of such referendum is presented to the town at a public hearing at least 60 days prior to the adoption of such resolution. Any resolution calling for a referendum vote of the electors of the town must be passed by the affirmative vote of not less than four members of the council.

2. The electors of the town shall have the power to require reconsideration by the town council of any adopted ordinance and, if the town council fails to repeal an ordinance so reconsidered, to approve or reject it at a town election, provided that such power shall not extend to the annual budget or capital program or any ordinance appropriating money, levying taxes, or setting salaries of town officers or employees.

(2) COMMENCEMENT OF PROCEEDINGS.—Any 10 electors may commence initiative or referendum proceedings by filing with the town clerk an affidavit stating that they shall constitute the petitioner’s committee and be responsible for circulating the petition and filing it in proper form stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered. Promptly after the affidavit of the petitioner’s committee is filed, the town clerk may, at the committee’s request, issue the appropriate petition blanks to the petitioner’s committee at the committee’s expense.

(3) PETITIONS.—

(a) Initiative and referendum petitions must be signed by electors of the town equal in number to at least 10 percent of the total number of electors registered to vote in the last regular town election.

(b) All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(c) Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(d) Except as otherwise provided herein, all initiative and referendum petitions must be filed within 60 days of the date on which proceedings with respect to such initiative or referendum are commenced, and all requirements of the process, including, but not limited to, the submission of the signatures required, must be completed no later than 90 days following the date of filing such initiative or referendum petition.

(4) PROCEDURE FOR FILING.—

(a) Within 20 days after an initiative petition or a referendum petition is filed, the town clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective, and shall promptly send a copy of the certificate to the petitioner's committee by registered mail. Grounds for insufficiency are only those specified herein that are not met. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioner's committee files a notice of intent to amend it with the designated official within 2 business days after receiving the copy of the certificate and files a supplementary petition upon additional papers within 10 days after receiving the copy of such certificate. Such supplementary petition shall comply with original petition requirements, and within 5 days after it is filed the town clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioner's committee by registered mail. If a petition or an amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioner's committee does not elect to amend or request the town council review within the time required, the town clerk shall promptly present a certificate to the town council and such certificate shall then be a final determination as to the sufficiency of the petition.

(b) If a petition has been certified insufficient and the petitioner's committee does not file notice of intent to amend it or if an amended petition has been certified insufficient, the committee may, within 2 business days after receiving the copy of such certificate, file a request that it be reviewed by the town council. The town council shall review the certificate at its next meeting following the town council's filing of such request and approve or disapprove it, and determination shall then be final as to the sufficiency of the petition.

(5) ACTION ON PETITIONS.—

(a) When an initiative or referendum petition has been determined sufficient, the town council shall promptly consider the proposed initiative ordinance or reconsider the referendum ordinance by voting its repeal. If the town council fails to adopt a proposed initiative ordinance without any change in substance within 45 days or fails to repeal the referendum ordinance within 30 days after the date on which the petition is determined to be sufficient, it shall submit the proposed initiative or referendum ordinance to the electors of the town. If the town council fails to act on a proposed initiative ordinance or a referendum ordinance within the time period specified, the town council shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal the referendum ordinance on the last day that the town council was authorized to act on such matter.

(b) The vote of the town on a proposed initiative or referendum ordinance shall be held not fewer than 30 days or more than 60 days from the date the town council acted or was deemed to have acted pursuant to this charter. If no regular election is to be held within the period described in this paragraph, the town council shall provide for a special election, except that the town council may, in its discretion, provide for a special election at an earlier date within the described period. Copies of the proposed initiative or referendum ordinance shall be made available at the polls.

(c) An initiative or referendum petition may be withdrawn at any time prior to the 15th day preceding the day scheduled for a vote of the town by filing with the town clerk a request for withdrawal signed by at least eight members of the petitioner's committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(6) RESULTS OF ELECTION.—

(a) If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(b) If a majority of the qualified electors voting on a referendum ordinance vote against it, it shall be considered repealed upon certification of the election results.

Section 9. General provisions.—

(1) SEVERABILITY.—If any section or part of any section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter or the context in which such section or part of a section so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

(2) TOWN PERSONNEL SYSTEM.—All new employments, appointments, and promotions of town officers and employees shall be made pursuant to personnel procedures to be established by the town manager from time to time.

(3) CHARITABLE CONTRIBUTIONS.—The town shall not make any charitable contribution to any person or entity unless authorized by the council.

(4) VARIATION OF PRONOUNS.—All pronouns and any variations thereof used in this charter shall be deemed to refer to masculine, feminine, neutral, singular, or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this charter.

(5) CALENDAR DAY.—For the purpose of this charter, a day shall mean a calendar day.

(6) CHARTER REVIEW COMMITTEE.—

(a) At its first regular meeting in March 2012, and every 10th year thereafter, the town council may appoint a charter review committee consisting of 15 individuals who are not members of the town council to serve in an advisory capacity to the town council.

(b) Each council member shall recommend and nominate three individuals to serve on the committee as regular members, which appointments shall be approved by a majority vote of the town council. Individuals appointed to the charter review committee shall be citizens of the town.

(c) The charter review committee shall appoint its own chair and vice chair and adopt its own rules and procedures.

(d) The town clerk and the town attorney shall advise the town council in advance of the date when such appointments may be made.

(e) If appointed, the charter review committee shall commence its proceedings within 30 days after the committee is appointed by the town council. The committee shall review the charter and provide input to the town council to modernize and improve the charter. The public shall be given an opportunity to speak and participate at charter review committee meetings in accordance with the rules of the charter review committee.

(f) All recommendations by the charter review committee shall be forwarded to the town council in ordinance form for consideration no later than the 1st day of March of the year following the appointment of the charter review committee, and in sufficient time for any recommendations to be considered by the town council as provided herein.

(g) The town council shall consider the recommendations of the charter review committee at the regular meeting in November and the regular meeting in December of the year following appointment of the charter review committee.

(7) CHARTER AMENDMENTS.—This charter may be amended in accordance with the provisions for charter amendments as specified in general law or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.

(8) INITIATION BY PETITION.—The electors of the town may propose amendments to this charter by petition to be submitted to the council to be placed before the electors, as provided by general law.

(9) STANDARDS OF CONDUCT.—All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the town council shall, no later than 6 months from the effective date of incorporation, establish by ordinance a code of ethics for officials and employees of the town which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law. The intent of this subsection is to require more stringent standards than those provided under general law.

(10) LAND USE, REZONING.—Any change to the town’s future land use map, or any change to the zoning designation for any parcel within the town shall require the affirmative vote of no fewer than four members of the town council.

Section 10. Transition schedule.—

(1) REFERENDUM.—The Palm Beach County Commission shall hold the referendum election called for by this act on October 10, 2006, at which time the following question shall be placed upon the ballot:

“Shall the creation of the Town of Loxahatchee Groves and its charter be approved?”

Yes

No

(2) INITIAL ELECTION OF COUNCIL MEMBERS: DATES.—

(a) Following the adoption of this charter, the Palm Beach County Commission shall call a special election for the election of the five town council members to be held on March 13, 2007. Candidates for the election shall qualify for seat 1, seat 2, seat 3, seat 4, and seat 5. The candidate receiving the highest number of votes for that seat shall be elected. If more than one candidate for a designated council member seat receives an equal and highest number of votes, then the candidates receiving the highest votes in the general election shall run again in the runoff election which shall be held on March 27, 2007.

(b) Any individual who wishes to run for one of the five initial seats on the council shall qualify as a candidate with the Palm Beach County Supervisor of Elections in accordance with the provisions of this charter and general law.

(c) The Palm Beach County Commission shall appoint a canvassing board which shall certify the results of the election.

(d) Those candidates who are elected on March 13, 2007, and March 27, 2007, shall take office at the initial town council meeting, which shall be held at 7 p.m. on March 29, 2007.

(3) CREATION AND ESTABLISHMENT OF THE TOWN.—For the purpose of compliance with section 200.066, Florida Statutes, relating to assessment and collection of ad valorem taxes, the town is hereby created and established effective November 1, 2006; notwithstanding anything to the contrary contained herein, the town, although created and established as of November 1, 2006, shall not be operational until March 30, 2007.

(4) FIRST YEAR EXPENSES.—The town council, in order to provide moneys for the expenses and support of the town, shall have the power to borrow money necessary for the operation of town government until such time as a budget is adopted and revenues are raised in accordance with the provisions of this charter.

(5) TRANSITIONAL ORDINANCES AND RESOLUTIONS.—All applicable county ordinances currently in place at the time of passage of the referendum, unless specifically referenced herein, shall remain in place until and unless rescinded by action of the town council, except that a county ordinance, rule, or regulation which is in conflict with an ordinance, rule, or regulation of the town shall not be effective to the extent of such conflict, except as otherwise provided by the Palm Beach County Charter, as may be amended from time to time. Any existing Palm Beach County ordinances, rules, and regulations as of October 12, 2006, shall not be altered, changed, rescinded, or added to, nor shall any variance be granted thereto insofar as such action would affect the town without the approval of the town council.

(6) TEMPORARY EMERGENCY ORDINANCES.—The town council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting may be passed as emergency ordinances. These transitional ordinances, passed as emergency ordinances, shall be effective for no longer than 90 days after adoption and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.

(7) TRANSITIONAL COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS.—

(a) Until such time as the town adopts a comprehensive plan, the Palm Beach County Future Land Use Map, the Palm Beach County Zoning Map, and all other applicable provisions applicable to the town, of the Comprehensive Plan and Land Development Regulations of Palm Beach County, as the same exist on the day the town commences corporate existence, shall remain in effect as the town's transitional comprehensive plan and land development regulations. However, all planning functions, duties, and authority shall thereafter be vested in the Town Council of Loxahatchee Groves which shall also be deemed the local planning agency until the council establishes a separate local planning agency.

(b) Upon this act becoming a law, no changes in the future land use map or the zoning districts within the boundaries of the town shall be considered for alteration, amendment, or other modification in any way until such time as the town adopts appropriate procedures as referenced in this act.

(c) All powers and duties of the planning commission, zoning authority, any boards of adjustment, and the County Commission of Palm Beach County, as set forth in these transitional zoning and land use regulations, shall be vested in the Town Council of Loxahatchee Groves until such time as the town council delegates all or a portion thereof to another entity.

(d) Subsequent to the passage of this act, no amendment of the comprehensive plan or land development regulations enacted by the Palm Beach County Commission shall be deemed as an amendment of the town's transitional comprehensive plan or land development regulations or otherwise take effect within the town's corporate limits except in accordance with the requirements, and upon adoption of the procedures specified in this act.

(e)1. The owner or assigns of the 97+/- acre property located at the north-west corner of B-Road and Southern Boulevard, commonly known as the "Simon property," have applied for a land use change through the Palm Beach County comprehensive plan amendment process (LGA 2004-00037). This parcel and its owners and assigns will remain subject to the Palm Beach County comprehensive plan and approval process until such time as the town adopts its own comprehensive plan.

2. In the event that the town initiates a review and approval process in a timeframe that is faster than presently expected, the owner or assigns of the Simon property may elect, at their own option, to go through the town's zoning approval process.

(8) COMMUNICATIONS SERVICES TAX.—The communications services tax imposed under s. 202.19, F.S., by Palm Beach County will continue within the town boundaries during the period commencing with the date of incorporation through December 31, 2007. Revenues from the tax shall be shared by Palm Beach County with the town in proportion to the projected town population estimate of the Palm Beach County Planning Division compared with the unincorporated population of Palm Beach County before the incorporation of Loxahatchee Groves.

(9) STATE SHARED REVENUES.—The Town of Loxahatchee Groves shall be entitled to participate in all shared revenue programs of the state available to municipalities effective April 1, 2007. The provisions of section 218.23(1), Florida Statutes, shall be waived for the purpose of eligibility to receive revenue sharing funds from the date of incorporation through the state fiscal year 2009-2010. Initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research. Should the bureau be unable to provide an appropriate population estimate, the Palm Beach County Planning Division estimate should be utilized. For the purposes of qualifying for revenue sharing, the following revenue sources shall be considered: municipal service taxing units, fire municipal service taxing units, water

control district revenues, occupational license taxes, ad valorem taxes, public utility service taxes, communications services tax, and franchise fees.

(10) GAS TAX REVENUES.—Notwithstanding the requirements of section 336.025, Florida Statutes, to the contrary, the town shall be entitled to receive local option gas tax revenues beginning October 1, 2007. These revenues shall be distributed in accordance with the interlocal agreements with Palm Beach County.

(11) WAIVER.—The provisions of section 218.23(1), Florida Statutes, shall be waived for the purpose of conducting audits and financial reporting through fiscal year 2007-2008.

Section 11. Continuation, merger, and dissolution of existing districts and service providers.—

(1) PALM BEACH COUNTY FIRE RESCUE MUNICIPAL SERVICE TAXING UNIT; CONTINUATION.—Notwithstanding the incorporation of the Town of Loxahatchee Groves, that portion of the Palm Beach County Fire Rescue Municipal Service Taxing Unit, a special taxing district created by the Palm Beach County Commission that lies within the boundaries of the Town of Loxahatchee Groves, is authorized to continue in existence until the town adopts an ordinance to the contrary. However, the town shall not establish a town fire department without a referendum.

(2) LAW ENFORCEMENT.—Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum.

(3) PALM BEACH COUNTY LIBRARY DISTRICT; CONTINUATION.—Notwithstanding the incorporation of the Town of Loxahatchee Groves, that portion of the Palm Beach County Library District, a dependent district of Palm Beach County created by chapter 2000-405, Laws of Florida, that lies within the boundaries of the Town of Loxahatchee Groves, is authorized but not required to continue in existence, provided that in order to be excluded from the library district the town shall establish a municipal-funded library.

(4) PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT B.—That portion of Palm Beach County Municipal Service Taxing Unit B, a dependent district of Palm Beach County created by the Palm Beach Commission that lies within the boundaries of the Town of Loxahatchee Groves, shall cease to exist within the municipal boundaries of the Town of Loxahatchee Groves on October 10, 2006.

(5) PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT F.—That portion of Palm Beach County Municipal Service Taxing Unit F, a dependent district of Palm Beach County created by the Palm Beach County Commission that lies within the boundaries of the Town of Loxahatchee Groves, shall cease to exist within the municipal boundaries of the Town of Loxahatchee Groves on October 10, 2006.

(6) LOXAHATCHEE GROVES WATER CONTROL DISTRICT; CONTINUATION.—Notwithstanding the incorporation of the Town of Loxahatchee Groves, the Loxahatchee Groves Water Control District, an independent special district created pursuant to the laws of the state, is authorized to continue in existence.

(7) LOXAHATCHEE GROVES PARK; CONTINUATION.—Notwithstanding the incorporation of the Town of Loxahatchee Groves, the Loxahatchee Groves Park will continue to be operated by the Palm Beach County Department of Parks and Recreation, in accordance with existing Palm Beach County standards. All planned improvements to the park shall be subject to approval of the Town of Loxahatchee Groves but are the responsibility of Palm Beach County. Nothing contained herein shall prevent Palm Beach County and the Town of Loxahatchee Groves from entering into an interlocal agreement related to maintenance, planned improvements, sale, or transfer of the park.

Section 12. Repeal.—Section 6 of section 2 of chapter 99-425, Laws of Florida, is repealed.

Section 13. Waivers.—The thresholds established by section 165.061, Florida Statutes, for incorporation have been met with the following exceptions:

(1) A waiver is granted to provisions of section 165.061(1)(b), Florida Statutes, relating to minimum population requirements of 5,000, due to the rural character of the Town of Loxahatchee Groves.

(2) A waiver is granted to provisions of section 165.061(1)(c), Florida Statutes, relating to the minimum density of population of 1.5 persons per acre, to protect the historic, rural, and agricultural character of the town from surrounding development pressure.

(3) A waiver is granted to provisions of section 165.061(1)(d), Florida Statutes, relating to the minimum distance of 2 miles from the town to an existing municipality due to the marked difference in character between the town, a historic and rural community, and surrounding communities with significantly greater density and urban characteristics.

Section 14. This act shall only take effect upon approval by a majority of those qualified electors residing within the proposed corporate limits of the proposed Town of Loxahatchee Groves as described in section 1, voting in a referendum election to be called by the Board of County Commissioners of Palm Beach County and to be held on October 10, 2006, in accordance with the provisions relating to elections currently in force, except that section 10(1) and this section shall take effect upon this act becoming a law.

Approved by the Governor June 23, 2006.

Filed in Office Secretary of State June 23, 2006.