AMENDMENTS TO THE AGENDA
FEBRUARY 27, 2014

AGENDA ITEM # APPLICATION/CHANGE
(PAGE #)

POSTPONEMENTS/REMANDS/WITHDRAWALS

CONSENT AGENDA

AMENDMENTS AND ADDITIONS

7. (104) ZV/ABN/DOA-2013-02593 Jupiter-Palm Beach Motorcoach Resort RVPD
(Control 2006-00185)

AMEND ALL PETITIONS Condition 4 to read as follows:

4. Commencement of the Development Order shall start by on or before February 27, 2017, modifications may be permitted administratively as allowed by Article 2.E of the Unified Land Development Code. (DATE:MONITORING – Zoning)

LANDSCAPE – GENERAL

1. Prior to final approval by the Development Review Officer (DRO), the Property Owner shall submit a Landscape Plan for review and approval by the Zoning Division. (DRO: LANDSCAPE – Zoning)

2. Prior to final approval by the Development Review Officer (DRO), the Property Owner shall revise the Site Plan, where applicable, to indicate the following:
   a. delineate the firebreak areas along the south property line; and,
   b. conversion of Sites 92 and 93 to a recreational area. (DRO: ZONING – Zoning)

3. Prior to final approval by the Development Review Officer (DRO), the Property Owner shall submit an updated Tree Survey that show all the vegetation to be preserved, removed, relocated or mitigated. The Tree Survey shall show the most current site situation within six (6) months of February 27, 2014. (DRO/DATE: ZONING – Zoning)

4. Prior to final approval by the Development Review Officer (DRO), the Property Owner shall revise the Site Plan to incorporate the location and identify all existing preserved trees consistent with the Tree Survey.

5. Prior to final approval by the Development Review Officer (DRO), the Property Owner shall revise the Regulating Plan to include a detail of the six (6) foot high perimeter wall. The wall shall be built from natural materials, including but not limited to: stone or wood. (DRO: Zoning – Zoning)

LANDSCAPE — GENERAL — No change

2. Prior to final Development Review Officer (DRO) approval, the Preliminary Site Plan dated December 12, 2013 shall be amended to incorporate additional areas for the preservation of existing plant materials, including but not limited to: Pines, Saw Palmettos, and Oak.
   a. A landscape peninsula or similar design feature shall be incorporated into the site design in the area east of camping sites 91-94. The existing plant material is generally located east of camping sites 91-94 in the Preliminary Site Plan and on Lots E and O surrounding the mobile
building and wood shed as indicated on the Survey, prepared by Dailey and Associates dated May 9, 2013, amended December 12, 2013.

b. The area of the design feature shall be approximately 6,000 square feet (65 foot length and 90 foot depth);

c. All existing pines that are infested by Pine Bore Beetles shall be removed prior to February 28th, 2014. The intent is to prevent the further infestation of the beetle to other trees.

d. Existing pines, that are removed shall be replaced pursuant to ULDC Table 7.D.2.D. entitled, “Tree Credit and Replacement”, and indicated on the Final Site Plan.

e. The replacement pines shall be planted in the original location or in close proximity of the original location. (DRO: ZONING-Zoning)

LANDSCAPE - GENERAL-ALONG THE SOUTH PROPERTY LINE (FRONTAGE OF INDIANTOWN ROAD)

6. Previous ZONING - LANDSCAPING condition 2 of Resolution R-2008-703, Control No.2006-00185, which currently states:

In addition to the code requirements, landscaping along the south property line shall be upgraded to include:

a. a buffer strip with an average width of twenty-five (25) feet. The Buffer width shall range from twenty (20) to forty-five (45) feet and shall be exempt from the firebreak areas. There shall be a minimum of three locations where the buffer width expands to forty-five (45) feet;

b. one (1) pine for each twenty (20) linear feet of the property line; and shall be planted in clusters of five (5) to seven (7) pines. Pine height shall be a minimum of twelve (12) feet to sixteen (16) feet at installation and have a maximum spacing of forty (40) feet between clusters;

c. a six (6)-foot high continuous hedge consisting of Wax Myrtles or a similar species approved by the Landscape Section. The hedge material shall be allowed to count toward the ULDC required quantity for large shrubs;

d. Saw Palmetto shall replace the ULDC requirement for medium shrubs;

e. all ULDC small shrub materials shall be of native species;

f. in areas where buffer width expands to forty-five (45) feet, a minimum of three (3) Dahoon Hollies with a minimum height of twelve (12) feet shall be provided at each of the expanded buffer areas; and,

g. a three (3) foot high (two railed) split rail fence to be installed meandering between proposed vegetation within this buffer. (BLDG PERMIT: LANDSCAPE - Zoning)

Is hereby amended to read:

In addition to the code requirements, landscaping and buffering along the south property line, except for the firebreak area, shall be upgraded to include:

a. a buffer strip with an average width of twenty-five (25) feet. The Buffer width shall range from twenty (20) to forty-five (45) feet and shall be exempt from the firebreak areas. There shall be a minimum of three locations where the buffer width expands to forty-five (45) feet;

b. a six (6) foot high wall;

c. one (1) Dahoon Holly for each twenty (20) linear feet of the property line. Height shall be a minimum of twelve (12) feet at installation. Trees shall be planted on the north side of the proposed wall;

d. one (1) pine for each twenty (20) linear feet of the property line; and shall be planted in clusters of five (5) to seven (7) pines. Pine height shall be a minimum of twelve (12) feet to sixteen (16) feet at installation and have a maximum spacing of forty (40) feet between clusters. Pine species shall be of South Florida Slash Pines or a similar species that is approved by the Landscape Section;

e. a six (6)-foot high continuous hedge consisting of Wax Myrtles or a similar species approved by the Landscape Section. The hedge material shall be allowed to count toward the ULDC required quantity for large shrubs;

f. Saw Palmetto shall replace the ULDC requirement for medium shrubs; and,

g. all ULDC small shrub materials shall be of native species.

f. in areas where buffer width expands to forty-five (45) feet, a minimum of three (3) Dahoon Hollies with a minimum height of twelve (12) feet shall be provided at each of the expanded buffer areas; and,
g. a three (3) foot high (two railed) split rail fence to be installed meandering between proposed vegetation within this buffer. (BLDG PERMIT: LANDSCAPE - Zoning)

LANDSCAPE - GENERAL

7. The existing Laurel Oak (identified as Tree #25 on the Tree Survey submitted November 25, 2013) located within the proposed lake shall be replaced with three (3) Live Oaks. Height of the proposed oaks shall be a minimum of twenty-two (22) feet, and shall be planted on the previous Recreational Vehicle (RV) sites 92 and 93. (BLDG PERMIT: LANDSCAPE - Zoning)

8. Prior to final approval by the Development Review Officer (DRO), the Regulating Plan shall be amended to include a lot detail of Recreational Vehicle (RV) sites 26, 27, 28, 36, 37, 71, 73, 91, and 94. The detail shall indicate the location of the RV pad and accessory structure to ensure the preservation of the existing trees on these sites. (DRO: Zoning-Zoning)

9. Prior to the issuance of the building permit for the Recreational Vehicle (RV) pad and accessory structures on RV sites 26, 27, 28, 36, 37, 71, 73, 91, and 94, a tree preservation inspection by the Landscape Section shall be completed. (BLDG PERMIT: LANDSCAPE - Zoning)

10. All preserved trees shall be marked and barricaded past the drip line to ensure survival. Where applicable, tree wells shall be utilized to ensure proposed fill will not impact the root systems of the preserved trees. Deviation in the tree preservation maybe permitted subject to the approval by the Zoning Division and the Environmental Resources Management Department (BLDG PERMIT: LANDSCAPE/ERM– Zoning)

Re-number remaining Conditions as necessary

COMMENTS

A. COUNTY ATTORNEY

ADD ITEMS FOR DISCUSSION (Attachment A)

10. National Rent-A-Car, Unity of Control

MOTION: Motion to approve and authorize the Mayor to execute: Declaration of Unity of Control by the Westcap Corporation, Palm Beach County and Enterprise Leasing Company of Florida required by Zoning Resolution R-2014-0106.
DE high of Unity of Control

THIS DECLARATION of Unity of Control ("Declaration") is made this ___ day of ___ , 2014, by The Westcap Corporation (of Delaware), a Delaware corporation, whose legal mailing address is 850 E. Anderson Lane, Austin, TX 78752 ("Westcap"), and Palm Beach County, a political subdivision of the State of Florida ("County"), whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, and Enterprise Leasing Company of Florida, LLC, d/b/a National Car Rental, a Florida limited liability company ("Tenant"), whose legal mailing address is 5105 Johnson Road, Coconut Creek, FL 33073. Westcap and County shall hereinafter be collectively referred to as the "Declarants". Westcap, County and Tenant shall hereinafter be collectively referred to as the "parties".

RECITALS:

A. The Declarants are the owners of two separate properties in Palm Beach County, Florida, as more particularly and singularly described by the legal descriptions as contained on Exhibit A and Exhibit B, attached hereto (hereinafter collectively referred to as the "Properties" and singularly as the "Property"), which are leased to Tenant for the development, operation and maintenance of a rental car facility pursuant to that certain Lease Agreement between County and Tenant dated February 5, 2013 (R-2013-0137) and that certain Lease Agreement between Westcap and Tenant dated March 30, 2001 (collectively the "Leases") and which are intended to be developed in accordance with following zoning approval: (ZV/DOA-2013-02365 and Resolution No. R-2014-0106) ("Development Order") with a site plan approved by the County, a copy of which is attached hereto as Exhibit C ("Site Plan").

B. The Declarants agree that, for the proper development of the Properties by Tenant as a single rental car facility, the Declarants shall provide for mutual and reciprocal driveway rights of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, as shown on the Site Plan, the enjoyment of which rights shall be shared by the respective parties owning any portion of either Property and their respective heirs, successors, assigns and successors in title to all or part of either Property and to the tenants, lessees, agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property.

C. The County, in its proprietary capacity as an owner of the Property identified in Exhibit A and in its governmental capacity, has a health, safety and welfare interest in safe and
efficient traffic circulation on the road and driveway system and the establishment of common
drainage and utilities through the establishment of this Declaration that covers the Properties.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in
consideration of $10.00 in hand paid, and other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth
in detail in this place.

2. Unified Control. All structures, uses and parking areas on the Properties are and will be
part of a single unified planned development, regardless of ownership. In furtherance of
the foregoing, the Properties shall be developed by Tenant in accordance with the Site
Plan, as may be amended, and shall be considered for the purpose of complying with land
development requirements as if they are one lot.

3. Easements. The Declarants hereby dedicate, grant and establish for
the benefit of the
Properties, and the owners of any portion thereof (as well as their employees, agents,
guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and
assigns) the following easements:

a. A non-exclusive easement for pedestrians and vehicular ingress and egress over,
on and across the areas within the Properties constituting driveways and
roadways, as shown on the Site Plan.

b. A non-exclusive easement for the parking of vehicles over, on and across areas
within the Properties constituting parking areas, as shown on the Site Plan.

c. A non-exclusive easement for the installation, operation and maintenance of
utilities necessary to serve all portions of the Properties, including, but not limited
to, the right to install, maintain, use, repair and replace underground pipes, ducts,
conduits and cables as necessary to transmit and distribute electricity, gas, water,
sewer, cable television, drainage, telephone, lighting and other utilities and
common public services under such present and future areas of the Properties
consisting parking areas, driveways and roadways, as shown on the Site Plan,
and through the other portions of the Properties as shown on the Site Plan which
specifically provide for and contain such utility lines.

d. A non-exclusive easement for surface water management and drainage necessary
to serve all portions of the Properties over, under and across such areas within the
Properties constituting parking areas, driveways and roadways, as shown on the
Site Plan which specifically provide for and contain surface water management
and drainage facilities and through the other portions of the Properties as shown
on the Site Plan which specifically provide for and contain such surface water
management and drainage facilities.
c. During the term of the Leases, Tenant shall provide for the operation and maintenance of all shared/common facilities, and improvements, which are not provided, operated or maintained at public expense.

f. The parties acknowledge and agree that notwithstanding anything to the contrary contained herein, each Declarant shall have the right to terminate this Declaration for the purpose of redeveloping the Property owned by such Declarant as a separate development upon the expiration or earlier termination of one or both of the Leases and abandonment of the Development Order. In such event, the parties shall coordinate to abandon the Development Order and take such other actions as may be necessary to permit the Properties to be redeveloped as separate developments. In the event the Development Order is abandoned and either Declarant desires to terminate this Declaration, the Declarants shall execute and record in the Public Records of Palm Beach County, Florida, an instrument terminating this Declaration; provided such termination is in accordance with the terms of this Declaration. Upon the termination of this Declaration, the Properties shall be released from all covenants, easements and restrictions set forth herein.

g. In the event either Declarant desires to terminate this Declaration upon the expiration or earlier termination of one or both of the Leases, Tenant shall be responsible for any and all costs and expenses that may be incurred by the Declarants to obtain the necessary governmental approvals to permit the redevelopment of the Properties as separate developments, including, but not limited to, costs and expenses associated with the abandonment of the Development Order and vacating or abandoning any plats that may have been required as a result of Tenant's development of the Properties as single unified development. The provisions of this paragraph shall survive the termination of this Declaration until Tenant's obligations under this paragraph have been satisfied.

4. Covenants Run with the Land. All of the covenants, easements and restrictions herein will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Properties.

5. Modification and Termination. This Declaration may not be terminated or modified in any way except as provided in paragraph 3(f) above or by means of an instrument executed by the Declarants after the prior written consent of the Palm Beach County Zoning Director.

6. Owners’ Restrictions. No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration
from their full and complete use and enjoyment of the easements herein granted. Without
limiting the generality of the foregoing, free and full access to, from and across all
portions of the Properties which constitute parking areas, driveways and roadways on the
Site Plan shall not be blocked, obstructed or impeded.

7. Miscellaneous.

a. Each covenant in this Declaration is an independent and separate covenant. If any
term or provision of the Declaration or the application thereof to any person or
circumstance should to any extent be invalid or unenforceable, the Remainder of the
Declaration and application of such term or provision to persons or circumstances
other than those to which it is held invalid or unenforceable will not be affected
thereby, and each term and provision of this Declaration will be valid and enforceable
to the fullest extent permitted by law.

b. This Declaration shall be recorded in the Public Records of Palm Beach County
Florida.

c. Failure of any party to insist upon or enforce its rights under this Declaration will not
constitute a waiver of such rights.

d. This Declaration and the rights created hereby, including, but not limited to, the cross
easements shall be paramount and superior to all leases, conveyances, transfers, liens,
assignments, contracts, mortgages, deeds of trust and other encumbrances affecting
the Property, from and after the date of recording of this Declaration. Any person
acquiring possession to, title of, or interest in the Property or any portion thereof shall
so do subject to this Declaration. Any transferee of any interest in any portion of the
Property by any means whatsoever shall be deemed, by acceptance of such interest, to
have agreed to be bound by all of the provisions of this Declaration.

e. In the event the County conveys its interest in the Property identified in Exhibit A to
a third party, the County shall be considered a third party beneficiary to this
Declaration and shall have the right, but not the obligation, to enforce the Declaration
through legal, equitable or administrative proceedings.

f. The venue for any legal action regarding this Declaration shall be in Palm Beach
County Florida.
IN WITNESS WHEREOF, this Declaration is executed on the day and year first above written.

SHARON R. BOCK
CLERK & COMPTROLLER

By: ________________________________
    Deputy Clerk

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: ________________________________
    Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ________________________________
    Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: ________________________________
    Department Director
Witnessesth:

Printed Name: Tony Salazar

Printed Name: Kelley Benson

STATE OF TEXAS  SS.
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Brian M. Pribyl of The Westcap Corporation, as President on behalf of the corporation, ( ) who is personally known to me; or ( X ) who produced ____________, as identification.

Signature of Notary
Beverly Hanaker
Printed Notary Name
My commission expires: 06-16-17

THE WESTCAP CORPORATION
By: Brian M. Pribyl
Signature
Brian M. Pribyl
Printed Name
Title: President
Witnesseth:

STATE OF Florida )
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 1st day of February, 2014, by Alan Levine, as President/CEM of Enterprise Leasing Company of Florida, LLC, on its behalf, (X) who is personally known to me; or ( ) who produced __________________________, as identification.

Michelle R. Boy
Notary Public - State of Florida
My Comm. Expires Feb 19, 2016
Commission # FF 052319

Signature of Notary
Michelle R. Boy
Printed Notary Name

My commission expires: 2/19/14
LEGAL DESCRIPTION:

PARCEL 1: 2125 BELVEDERE ROAD, PER DEED BOOK 0856 PAGE 31 & 32


LESS THE RIGHT OF WAY IN ORB ORB 992 PAGE 35.
LEGAL DESCRIPTION:

PARCEL 2: 2121 BELVEDERE ROAD: PER DEED BOOK 687 PAGE 038

ALL OF THAT CERTAIN PLOT OR PARCEL OF LAND IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1025 FEET EAST OF THE WEST LINE AND 726 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 42° EAST TO A POINT IN THE NORTH RIGHT OF WAY LINE OF BELVEDERE ROAD, 1650 FEET EAST OF THE WEST LINE AND 66 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID BELVEDERE ROAD 280 FEET; THENCE NORTH AT RIGHT ANGLES OR NEARLY SO TO BELVEDERE ROAD 660 FEET AND THENCE WESTERLY PARALLEL OR NEARLY SO TO SAID NORTH LINE OF BELVEDERE ROAD 909.58 FEET TO THE POINT OF PLACE OF BEGINNING.

LESS THE SOUTH 1.0 FOOT PER ORB 6395 PAGE 571.

PARCEL 3: EASTERLY 50 FEET: PER ORB 4274 PG 224:

A STRIP OF LAND, BEING 50 FEET IN WIDTH, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWESTERLY CORNER OF THE PLAT OF BELVEDERE HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 163, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH 01°55' 46 WEST, ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID PLAT, A DISTANCE OF 0.79 FEET FOR A POINT OF BEGINNING; THENCE, CONTINUE SOUTH 01°55'46' WEST ALONG SAID LINE, A DISTANCE OF 660.01 FEET TO THE NORTH RIGHT OF WAY LINE OF BELVEDERE ROAD; THENCE, NORTH 88°26'57" WEST, ALONG SAID RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND 66 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 50.00 FEET; THENCE NORTH 01.55'46" EAST, A DISTANCE OF 660.01 FEET; THENCE, SOUTH 88°26 57" EAST, ALONG A LINE PARALLEL WITH AND 726 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 0.78 FEET THEREOF PER DEED BOOK 976, PAGE 506.

AND LESS THE SOUTH 1.0 FOOT PER ORB 4285 PAGE 1197.
BOARD OF COUNTY COMMISSIONERS
ZONING MEETING

THURSDAY FEBRUARY 27, 2014
9:30 A.M.  6TH FLOOR
JANE M. THOMPSON MEMORIAL CHAMBERS

CALL TO ORDER
A. Roll Call
B. Opening Prayer and Pledge of Allegiance
C. Proof of Publication
D. Swearing In
E. Adoption of Agenda

POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA

CONSENT AGENDA

REGULAR AGENDA

COMMENTS

ADJOURNMENT

Web address: www.pbcgov.com/pzb/

Disclaimer: Agenda subject to changes at or prior to the public hearing.
CALL TO ORDER

A. Roll Call - 9:30 A.M.

B. Opening Prayer and Pledge of Allegiance

C. Proof of Publication - Motion to receive and file

D. Swearing In - County Attorney

E. Motion to Adopt Agenda
POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA

A. POSTPONEMENTS

1. **ZV/ABN/DOA-2013-01347**  
   **Title:** a Type II Variance application of Boca Medical Plaza, LLC by RKB Architects Planners Inc., Agent.  
   **Request:** to allow a reduction in the number of parking spaces and eliminate a loading space.  
   **Title:** a Development Order Abandonment of Boca Medical Plaza, LLC by RKB Architects Planners Inc., Agent.  
   **Request:** to abandon the Special Exception for a Helipad approved by resolution R-80-1010 and amended by resolutions R-86-96 and R-86-98.  
   **Title:** a Development Order Amendment of Boca Medical Plaza, LLC by RKB Architects Planners Inc., Agent.  
   **Request:** to modify the Site Plan and add square footage.  
   **General Location:** Southwest corner of Powerline Road and Camino Real.  
   **(Fountains Center aka Camino Real Centre) (Control 1980-00108)**

   Pages: 1 - 1
   Project Manager: Carol Glasser
   Size: 14.60 acres +  
   BCC District: 4

   **Staff Recommendation:** Staff recommends a postponement to March 27, 2014.

   **MOTION:** To postpone to March 27, 2014.

2. **ZV/DOA/R-2013-02595**  
   **Title:** a Type II Variance application of Shoppes on 18 Street, Inc by Perry & Taylor PA, Agent.  
   **Request:** to allow a business activity between 11:00 p.m. and 6:00 a.m. within 300 feet of a residential unit; a reduction in the landscape buffer width and plant materials; and, elimination of the required wall.  
   **Title:** a Development Order Amendment of Shoppes on 18 Street, Inc by Perry & Taylor PA, Agent.  
   **Request:** to modify the Site Plan; and, to add a Requested Use.  
   **Title:** a Requested Use of Shoppes on 18 Street, Inc by Perry & Taylor PA, Agent.  
   **Request:** to allow a Cocktail Lounge within 300 feet of a Residential District.  
   **General Location:** Approximately 0.5 miles west of Military Trail on the south side of SW 18th Street.  
   **(Shoppes at Village Pointe) (Control 1984-00152)**

   Pages: 2 - 2
   Project Manager: Joyce Lawrence
   Size: 7.00 acres +  
   (affected area 0.22 acres +)
   BCC District: 4

   **Staff Recommendation:** Staff recommends a postponement to March 27, 2014.

   **MOTION:** To postpone to March 27, 2014.

B. REMANDS

C. WITHDRAWALS
END OF POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA
CONSENT AGENDA

A. REQUESTS TO PULL ITEMS FROM CONSENT

B. DISCLOSURES FOR THE CONSENT ITEMS

C. STATUS REPORTS - NEW

D. PREVIOUSLY POSTPONED ZONING APPLICATIONS

E. ZONING APPLICATIONS - NEW

3. **ZV/DOA-2013-01605**  
   **Title:** a Development Order Amendment application of Partners Point LLC by Jeff H. Iravani Inc., Agent. **Request:** to reconfigure the Site Plan; and, to add square footage.  
   **General Location:** Southwest corner of Atlantic Avenue and Jog Road. (King's Point Plaza-Walgreens) (Control 1979-00129)  
   
   Pages: 3 - 26  
   Conditions of Approval (9 - 13)  
   Project Manager: David McGuire  
   Size: 14.15 acres +  
   (affected area 0.95 acres +)  
   BCC District: 5  

   **Staff Recommendation:** Staff recommends approval of the Development Order Amendment to reconfigure the site plan and add square footage subject to 19 Conditions of Approval as indicated in Exhibit C-2.  

   **Zoning Commission Recommendation:** Approved the Type II Variance easement overlap and hours of operation: 8-0; and the buffer reduction: 7-1; and recommended approval of the Development Order Amendment: 8-0.  

   **MOTION:** To adopt a resolution approving a Development Order Amendment to reconfigure the Site Plan; and, to add square footage subject to the Conditions of Approval as indicated in Exhibit C-2.
4. **EAC-2013-02908**  
Title: an Expedited Application Consideration application of Palm Beach County by Palm Beach County, Agent.  
Request: to delete Conditions of Approval (Landscape).  
General Location: Approximately 0.5 mile south of Forest Hill Boulevard on the east side of the Florida's Turnpike. (Forest Hill Tower) (Control 1996-00057)  

Pages: 27 - 41  
Conditions of Approval (31 - 32)  
Project Manager: Carol Glasser  
Size: 10.18 acres +  
BCC District: 2  

Staff Recommendation: Staff recommends approval of the request subject to 11 Conditions of Approval as indicated in Exhibit C.  

**MOTION:** To adopt a resolution approving an Expedited Application Consideration to delete Conditions of Approval (Landscape) subject to the Conditions of Approval as indicated in Exhibit C.

5. **EAC-2013-02917**  
Title: an Expedited Application Consideration application of Bridgewater Lake Osborne, LLC by Cotleur & Hearing Inc., Agent.  
Request: to modify and delete Conditions of Approval (Landscaping, Planning).  
General Location: Approximately 0.7 mile east of Congress Avenue on the south side of Lantana Road. (Bridgewater at Lake Osborne) (Control 2003-00001)  

Pages: 42 - 65  
Conditions of Approval (46 - 54)  
Project Manager: Carol Glasser  
Size: 9.86 acres +  
BCC District: 3  

Staff Recommendation: Staff recommends approval of the requests subject to 42 Conditions of Approval as indicated in Exhibit C.  

**MOTION:** To adopt a resolution approving an Expedited Application Consideration to modify and delete Conditions of Approval (Landscaping, Planning) subject to the Conditions of Approval as indicated in Exhibit C.

F. CORRECTIVE RESOLUTIONS

G. ABANDONMENTS

END OF CONSENT AGENDA
REGULAR AGENDA

A. ITEMS PULLED FROM CONSENT

B. DISCLOSURES FOR ITEMS PULLED FROM THE CONSENT AGENDA

C. PUBLIC OWNERSHIP ZONING DISTRICT - DEVIATIONS

D. PREVIOUSLY POSTPONED STATUS REPORTS

E. STATUS REPORTS - NEW

F. SMALL SCALE LAND USE AMENDMENTS AND ZONING APPLICATIONS

G. LARGE SCALE LAND USE PLAN AMENDMENT ADOPTION
H. PREVIOUSLY POSTPONED ZONING APPLICATIONS


   Title: a Class A Conditional Use of Scott Freeland by Charles Putman & Associates, Agent. Request: to allow a General Day Care Center.

   General Location: South of Hypoluxo Road on the northeast side of Jog Road and Ranches Road. (Learning Place Academy) (Control 1975-00145)

   Pages: 66 - 96
   Conditions of Approval (73 - 76)
   Project Manager: Joyce Lawrence
   Size: 1.06 acres +

DISCLOSURE

   Staff Recommendation: Staff recommends approval of the requests subject to 8 Conditions of Approval as indicated Exhibit C-2.

   Zoning Commission Recommendation: Approved the Subdivision Variance: 8-0; and recommended approval of the Rezoning and Class A Conditional Use: 8-0.

   MOTION: To adopt a resolution approving an Official Zoning Map Amendment to allow a rezoning from the Residential Single Family (RS) Zoning District to the Residential Transitional (RT) Zoning District.

   MOTION: To adopt a resolution approving a Class A Conditional Use to allow a General Day Care Center subject to the Conditions of Approval as indicated in Exhibit C-2.
I. ZONING APPLICATIONS - NEW


Title: a Development Order Amendment of LeRoy Vander Putten by Urban Design Kilday Studios, Agent. Request: to modify the Site Plan; delete a Condition of Approval (Use Limitation and Landscaping); and, decrease the number of RV sites from 140 to 100.

General Location: Approximately one mile west of Jupiter Farms Road on the north side of Indiantown Road. (Jupiter-Palm Beach Motorcoach Resort RVPD) (Control 2006-00185)

Pages: 97 - 129
Conditions of Approval (103 - 111)
Project Manager: Roger Ramdeen
Size: 17.21 acres  BCC District: 1

DISCLOSURE

Staff Recommendation: Staff recommends approval of the Development Order Amendment subject to 28 Conditions of Approval as indicated in Exhibit C-2.

Zoning Commission Recommendation: Approved the Type II Variance: 8-0; and recommended approval of the Abandonment and Development order Amendment: 8-0.

MOTION: To adopt a resolution approving a Development Order Abandonment to abandon Resolution Number R-2008-0704, that allowed for a Water Treatment Plant in the Recreational Vehicle Planned Development (RVPD) Zoning District.

MOTION: To adopt a resolution approving a Development Order Amendment to modify the Site Plan; delete a Condition of Approval (Use Limitation and Landscaping); and, decrease the number of RV sites from 140 to 100 subject to the Conditions of Approval as indicated in Exhibit C-2.

J. ULDC AMENDMENTS


Pages: 130 - 134


Pages: 135 - 169

K. COMPREHENSIVE PLAN TEXT AMENDMENTS

L. OTHER ITEMS
END OF REGULAR AGENDA

COMMENTS
A. COUNTY ATTORNEY

B. ZONING DIRECTOR

C. PLANNING DIRECTOR

D. EXECUTIVE DIRECTOR

E. DEPUTY COUNTY ADMINISTRATOR

F. COMMISSIONERS

ADJOURNMENT