

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Open Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

AUGUST 03, 2021 - 7:00 - 10:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

EX PARTE COMMUNICATION & DECLARED CONFLICTS

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Approval of Resolution No. 2021-36 appointing **Paul Coleman** as a regular voting member of the Town's Charter Review Committee.
2. Approval of Resolution No. 2021-37 appointing **Jackie Roys Clifton** as a regular voting member of the Unified Land Development Committee (ULDC).
3. Approval of forth addendum to the Law Enforcement Service Agreement (LESA).

PRESENTATIONS

4. Presentation by Chair Anita Kane of the Finance Audit and Advisory Committee (FAAC) Report/ Recap of Joint Meeting between FAAC and Town Council.

PUBLIC HEARING

5. Approval of **Ordinance No. 2020-03** on second reading (1) amend map # FLU 1.10 future land use of the future land use element to add the Okeechobee Rural 5 Overlay; (2) amend Table 1-8 future land uses of the future land use element to increase the intensity of the Commercial Low (CL) land use category and add the Okeechobee rural 5 (or 5) land use overlay; (3) add objective 1.16 and supportive policies to the text of the future land use element to regulate land use and intensity of use along the Okeechobee Boulevard and Southern Boulevard corridors; and (4) revise map #TRN 2.3 existing functional classification and maintenance responsibility of the transportation element and add map #TRN 2.3.1 proposed roadway classification, table 2.1 local road functional classification system, and policy 2.2.5 to the transportation element to clarify the functional classification of town roads; providing for codification; providing for conflicts, providing for severability; and providing for an effective date.
6. Approval of **Ordinance No. 2021-05** on second reading amending Article I, in general, and Article III, Collection of Waste; Franchises and Registration of Contractors authorized of

Chapter 38, Solid Waste, Loxahatchee Groves Code; providing for severability; providing for conflicts; and providing for an effective date.

7. Approval of **Ordinance No. 2021-06** on second reading amending Article 10 definitions, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of height: providing for conflict, severability, codification, and an effective date.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

- **Roadway Projects and Conflicts**

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

Note public comment rules are modified during the COVID-19 pandemic, see above.

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda 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.

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Appoint of Paul Coleman to the Charter Review Committee

Background:

Paul Coleman is being nominated as a regular voting member of the Charter Review Committee by Mayor Shorr as his appointee.

Recommendation:

Staff recommends that a motion be made to approve Resolution No. 201-36 appointing Paul Coleman as regular voting member of the Town's Charter Review Committee.

This Page Is Blank Intentionally

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING PAUL COLEMAN AS VOTING MEMBERS OF THE TOWN OF LOXAHATCHEE GROVES' CHARTER REVIEW COMMITTEE, PROVIDING FOR STAFF SUPPORT FOR THE COMMITTEE, AND PROVIDING AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

WHEREAS, the Town Council of the Town of Loxahatchee Groves adopted Resolution No. 2019-45, establishing a Charter Review Committee.

WHEREAS, the Town Council of the Town of Loxahatchee Groves deems it advisable that a study and review of the existing town charter be conducted. The committee shall make a study of such portions of the town charter as it determines or as shall be brought to its attention by the Council or the town manager as being ambiguous, unclear or not in the best interests of efficient economical operation of the town and shall make recommendations for revision of or amendments to the charter as may appear necessary to assure the people of Loxahatchee Groves that the charter will be responsive to their interests and for the purpose of determining the advisability of amending any part or all of said charter in accordance with the provisions of controlling legal authority; and

WHEREAS, it is appropriate to create a Charter Review Committee for the purpose of review and study of the existing charter with said Charter Review Committee submitting recommendations to the Town Council.

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

Section 1. A Charter Review Committee is hereby created, consisting of between 9 and 15 total members to be appointed by the Town Council as follows:

- (a) The Town Council may select up to 3 members: and
- (b) The members shall be citizens of the Town.

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Charter Review Committee:

Paul Coleman

Mayor Shorr

Section 3. The Charter Review Committee shall review and study the existing town charter and possible amendments or revisions thereto and make written recommendations to the Town Council as to suggested amendment or revision of the town charter. The Charter Review Committee shall function as a recommending body to the Town Council.

Section 4. The Town Council, upon receipt of the findings and recommendations of the Charter Review Committee, shall review same and determine whether the existing charter should be amended or revised. The Town Council may cause to be prepared such ordinance or ordinances as it may deem advisable to amend or revise the existing town charter in the manner as provided by law.

Section 5. The town manager may from time-to-time exercise his authority to make expenditures for the Charter Review Committee in the performance of its duties as provided in this Resolution.

Section 6. Upon appointment of members to the Charter Review Committee, the Town Council shall direct staff to establish a time, date, and place for the first meeting of the Committee. At the first meeting of the Committee, the Committee shall select a chairperson and vice chairperson. The vice chairperson shall assume the duties of the chairperson in the absence of the chairperson. Any vacancy created by the incapacity, resignation or otherwise of a board member shall be filled at the next regular or special meeting of the Town Council by the Council member who originally appointed the member.

Section 7. The Charter Review Committee shall hold those public meetings it deems necessary and receive input from the public concerning the advisability of amending the town charter.

Section 8. All meetings of the Charter Review Committee shall be noticed and open to the public. The Committee shall have minutes of each meeting taken. A majority of the Committee shall constitute a quorum.

Section 9. The town manager, town attorney and town clerk are hereby directed to support the Charter Review Committee in its organization and in considering, formulating and making findings and recommendations.

Section 10. This Resolution shall take effect immediately upon adoption. Upon consideration and acceptance of the findings and recommendations of the Charter Review Committee by the Town Council, the Committee shall be deemed disbanded and the Committee's existence shall terminate.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐
Margaret Herzog, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Council Member Marianne Miles

Town Attorney

Council Member Margaret Herzog

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Appoint of Jackie Roys Clifton to the Unified Land Development Code Committee (ULDC)

Background:

Jackie Roys Clifton is being nominated as a regular voting member of the Unified Land Development Code Committee by Mayor Shorr as his appointee.

Recommendation:

Staff recommends that a motion be made to approve Resolution No. 201-37 appointing Jackie Roys Clifton as regular voting member of the Unified Land Development Code (ULDC).

This Page Is Blank Intentionally

RESOLUTION NO. 2021-37

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JACKIE ROYS CLIFTON AS REGULAR VOTING MEMBERS OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE (ULDC) ADVISORY COMMITTEE TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution No. 2020-03, amending Resolution No. 2016-28 the "Unified Land Development Code Review Committee" to review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, the Town Council adopted Resolution No. 2016-28, reestablishing the "Unified Land Development Code Review Committee" to review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2016-28 to allow for modification of the composition of the Committee, term of appointment and determination of absences, is in the best interests of the residents of the Town.

NOW, THEREFORE, BE IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, as follows:

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

Section 2. The Town Council hereby modifies the Town's "Unified Land Development Code Review Committee" Resolution as follows:

I. Establishment of the "Unified Land Development Code Review Committee."

There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:

- (A) **Membership.** The Committee shall be comprised of five (5) voting members and, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve a term of one year, expiring on the first Tuesday of May of the following year.
- (B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.

- (C) Duty. The Unified Land Development Code Review Committee's duty is to review and provide recommendations on sections of the Town's currently adopted Unified Land Development Code, and pertinent sections of the Town's Comprehensive Plan, as directed by the Town Council, or the Town Manager.
- (D) An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee. A member of the Unified Land Development Code Review Committee may be removed by the Town Council if he/she has missed two (2) consecutive meetings of the Committee, where both absences have been unexcused as determined by the Committee.
- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

- (A) The Unified Land Development Code Review Committee shall hold an organizational meeting, at the first meeting of the board following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting from its voting membership for a term identified in Section 2 I(A).
- (B) The Unified Land Development Code Review Committee shall meet on a monthly basis, unless there is no business to conduct as determined by the Town Manager.
- (C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").

- (D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.
- (E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.
- (F) The Town Manager or his\her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.
- (G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.
- (H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Unified Land Development Code (ULDC) for a term of one (1) year:

Robert Shorr

Jackie Roys Clifton

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

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

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

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Phillis Maniglia, Council Member

Town Attorney

Marianne Mile, Council Member

Margaret Herzog, Council Member

FOURTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Fourth Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as “Loxahatchee Groves”) located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, and a Third Addendum effective October 01, 2020, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2021 through September 30, 2022, as follows: The total cost of personnel and equipment shall be \$622,200.00. Monthly payments shall be \$51,850.00.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF’S OFFICE

TOWN OF LOXAHATCHEE GROVES

BY: _____

Ric L. Bradshaw

Title: Sheriff

Witness: _____

Eric Coleman, Major

DATE: _____

BY: _____

Robert Shorr

Title: Mayor

Witness: _____

Lakisha Burch, Town Clerk

DATE: _____

Reviewed and approved
for execution:

BY: _____

James S. Titcomb, Town Manager

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. Town Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the Town to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF's general orders, the TOWN Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the

TOWN, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. TOWN Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

- F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "Town of Loxahatchee Groves" and the Town logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.
- D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than March 31st of each prior fiscal year through the term of the agreement.
- B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the Town Council.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

ARTICLE 4 – TOWN RESPONSIBILITIES

4.1 Office Space

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

5.1 The total amount due for all services beginning October 1, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$610,000.00.

5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the TOWN'S budget process and approved by the TOWN Council.

5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.

5.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25th day of the month preceding the month of service.

5.5 The TOWN shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.

5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The TOWN may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and SHERIFF may agree.
- 6.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Town of Loxahatchee Groves. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

ARTICLE 8 – INSURANCE

- 8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the

alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the TOWN.

ARTICLE 12 – TERMINATION

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31st of any given year for termination effective as of October 1st of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The Town Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

ARTICLE 15 – NOTICE

- 15.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:

William F. Underwood, II
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

Mike D. Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

- 17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 18 – JOINT PREPARATION

- 18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: Virginia M. Walton
Virginia Walton, Town Clerk

By: David Browning
David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., Town Attorney



ATTEST:

By: Antonio Araujo
Antonio Araujo, Major

SHERIFF OF PALM BEACH COUNTY

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Sheriff's Agency Attorney
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

Palm Beach County Sheriff's Office Allocations	
Title	Quantity
Deputy Sheriff LE	5
TOTAL	5

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

Increases in future allocations will be mutually agreed upon.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Asst. Town Manager

VIA: James Titcomb, Town Manager

SUBJECT: Town Council and Finance Audit and Advisory Committee (FAAC) Joint Meeting Presentation

Presentation by Finance Audit and Advisory Committee Chair Anita Kane on the Town Council/Finance Audit and Advisory Committee (FAAC) Joint meeting.

This Page Is Blank Intentionally

To: TOWN COUNCIL **Agenda Item # 5**
Through: JAMIE TITCOMB, TOWN MANAGER
From: JIM FLEISCHMANN, TOWN PLANNING CONSULTANT
Re: TOWN COUNCIL AGENDA ITEM REPORT – COMPREHENSIVE PLAN
AMENDMENT (CPA) 2020-01: FDEO PLANNING GRANT
AMENDMENTS
Date: August 3, 2021

Amendment 2020-01 is a revision of Comprehensive Plan Transportation and Future Land Use Elements, including text and map amendments generated by Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361 - *Update the Future Land Use and Transportation Elements of the Comprehensive Plan.*

I. GENERAL INFORMATION

A. APPLICANT: Town of Loxahatchee Groves.

B. LOCATION: Town of Loxahatchee Groves, Palm Beach County, Florida.

II. INITIAL PROPOSED COMPREHENSIVE PLAN AMENDMENTS:

The following Proposed Comprehensive Plan Amendments were generated by Community Planning Technical Assistance Grant work products.

A. MAP AMENDMENTS: The following Map amendments were proposed for the Future Land Use and Transportation Elements of the Comprehensive Plan.

1. Future Land Use Element

- Amend Map #FLU-1.10.1 *Future Land Use* to map the extent of the Okeechobee Rural 5 Overlay (OR 5 Overlay).

2. Transportation Element

- Amend Map TRN 2.3 to re-classify Okeechobee Boulevard as a Minor Collector.
- Add Map TRN 2.3.1 to classify local roads.

B. TEXT AMENDMENTS: Text amendments were proposed for the Future Land Use and Transportation Elements of the Comprehensive Plan.

1. Future Land Use Element (Okeechobee Boulevard)

- Revise Future Land Use Element Policy 1.1A.1 to read as follows:
Coordinate with Palm Beach County to designate the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Parkway.
- Add Future Land Use Element Objective 1.16 to read as follows:
Insure compatible, Low impact uses on properties with frontage on Okeechobee Boulevard by establishing and implementing the OR 5 Overlay as a means to control the allocation, location, scale, and timing of development along the corridor.
- Add Future Land Use Element Policy 16.1 to read as follows:

The minimum parcel size of a development within the OR 5 Overlay shall be 5 acres and comply with the land development regulations of the Town's Agricultural Residential (AR) zoning district, unless specifically countermanded by the provisions of this Comprehensive Plan.

- Add Future Land Use Element Policy 1.16.2 to read as follows:
Low impact development within the OR 5 Overlay may occur only in accordance with designated uses within the following six categories:
 - (1) Residential and non-residential principal and accessory uses within the Town's Agricultural Residential (AR) zoning district.
 - (2) Conditional Uses previously allowed in the AR zoning district prior to incorporation of the Town: bed and breakfast; landscape service; medical or dental office; farmer's market; or farrier.
 - (3) Cottage Business Conditional Uses (Home Office or Residential Enterprise). Permitted businesses shall be defined by the Town Council and incorporated within the ULDC. Numbers of employees and/or customers for individual businesses shall be determined by the Town Council through the Category a Special Exception approval process.
 - (4) Low Impact Non-Residential Uses, including saddle shop/leather works; Agri/Eco tourism, to be defined by the Town Council; coffee shop/breakfast and lunch; farm-to-table restaurant; specialty foods (ice cream, yogurt, bakery, butcher, etc.); and antiques.

~~(5)~~ Historical Legacy Uses, as approved by the Town Council.

~~(6)~~ Community Serving Uses: Town Center; multi-purpose arena; botanical gardens; and park/public events.

- Add Future Land Use Element Policy 1.16.3 to read as follows:
The Maximum Floor-Area-Ratio of a development within the OR Overlay, with the exception of residential and agriculture uses shall not exceed 0.10.
- Add Future Land Use Element Policy 1.16.4 to read as follows:
The Town shall require a consistent architectural theme within the OR 5 Overlay.
- Add Future Land Use Element Policy 1.16.5 to read as follows:
The owners of non-conforming uses within the OR 5 Overlay shall meet with Town staff to establish a program to identify and rectify such non-conformities. The program shall be subject to a Category B Special Exception review and approval process.

2. Future Land Use Element (Southern Boulevard):

- Amend Table 1-8 to: (1) increase the Intensity (Maximum Floor-Area-Ratio) of the Commercial Low Uses Land Use Category from 0.10 to 0.15; and (2) add a reference to Policy 1.2.6 which provides an F.A.R. exception for self-storage facilities.
- Add Policy 1.2.5 to prohibit the following uses: additional big box; gas station; vehicle/car dealerships; and large industrial complexes.
- Add Policy 1.2.6 to read as follows:
The maximum Floor-Area-Ratio of a self-storage facility may be increased above 0.15 provided that parking, loading, landscape, building height, setback and buffer requirements are satisfied.

3. Transportation Element

- Add Transportation Element Policy 2.2.5 to read as follows:
The following shall be Town policies: (1) permanent removal of the “E” road, 140th Avenue thoroughfare from the Palm Beach County Thoroughfare Right-of-Way Identification Map; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to

State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

- Add Table TRN 2.1 to establish a local road classification system.

The Local Planning Agency recommended approval of the Proposed Map Amendments and Transportation Element Text Amendments with additional review needed of the Future Land Use Element Text Amendments.

The Town Council adopted the Map and Text Amendments on First Reading and directed that a Joint Committee, consisting of members of the Planning and Zoning Board (PZB) and Unified Land Development Code Review Committee (ULDC Review Committee), be created, and directed to review the Okeechobee Boulevard Future Land Use Element Text Amendments:

III. PZB/ULDC JOINT COMMITTEE REVIEW:

The Joint Committee met seven times during the December 17, 2020, to July 7, 2021, period concentrating on the Future Land Use Element Text Amendments related to the proposed Okeechobee Boulevard Overlay. The following is a summary of Joint Committee recommendations for revision of the Initial Proposed Comprehensive Plan Amendments:

A. MAP AMENDMENTS: No proposed revisions.

B. TEXT AMENDMENTS: Text Amendment revisions are proposed for the Future Land Use and Transportation Elements of the Comprehensive Plan.

1. Future Land Use Element (Okeechobee Boulevard):

- **Amend Proposed Future Land Use Element Policy 16.1 to read as follows:**

The minimum parcel size of a development pursuant to Policy 1.16.2 within the OR 5 Overlay shall be 5 acres and comply with the land development regulations of the Town's Agricultural Residential (AR) zoning district, unless specifically ~~countermanded~~ stated otherwise by the provisions of this Comprehensive Plan.

- **Amend Proposed Future Land Use Element Policy 1.16.2 to read as follows:**

Low impact development within the OR 5 Overlay may ~~occur~~ be granted by Category a Special Exception and Site Plan Approvals pursuant to Sections 170-010(B) and 155-005 only in accordance with designated uses within the following six categories:

(1) Residential and non-residential principal and accessory uses permitted on conforming and legal non-conforming parcels within the Town's Agricultural Residential (AR) zoning district.

~~(2) Conditional Uses previously allowed in the AR zoning district prior to incorporation of the Town: bed and breakfast; landscape service; medical or dental office; farmer's market; or farrier. Agricultural Retail Uses not co-located on a bona fide agriculture property including Agriculture products, including hay, feed, and bedding, etc., Retail nursery; Lawn and garden sales and services; Farmer's market (generally year-round operation five to seven days per week); Green Market (seasonal and/or weekend operation); and Agri/Eco Tourism including: Educational and event venues and tours.~~

~~(7) Cottage Business Conditional Uses (Home Office or Residential Enterprise). Permitted businesses shall be defined by the Town Council and incorporated within the ULDC. Numbers of employees and/or customers for individual businesses shall be determined by the Town Council through the Category a Special Exception approval process.~~

(3) Low Impact ~~Non-Residential~~ Commercial Uses, including saddle shop/leather works; Agri/Eco tourism, to be defined by the Town Council; coffee shop/family-style restaurant; breakfast and lunch; farm-to-table restaurant; specialty foods (ice cream, yogurt, bakery, butcher, etc.); florist; bed and breakfast; Residential Enterprise; landscape service; and antiques-pet grooming.

~~(4) Historical Legacy Uses, as approved by the Town Council.~~

(4) Community Serving Uses: Town Center; multi-purpose arena; botanical gardens; institutional agriculture-related scientific research and development; and park/public events.

(5) Historical Legacy Uses, as approved by the Town Council. Certain uses that were in existence as of December 31, 2020, within the ~~Okeechobee Rural~~ OR 5 Overlay are not contained in the table of permitted uses for in the Agricultural Residential (AR) zoning district or Policies 1.16.2. (1) – (4), above. Such uses, referred to as "Okeechobee Overlay Historical Legacy Uses", may be allowed to continue to exist, subject to the following:

(a) The property owner/operator shall apply for a Category A Special Exception and Site Plan approvals pursuant to ULDC Sections 170-010(B) and 155-005;

(b) The use does not present a threat to public health or safety.

(c) If the property is currently the subject of a Town code enforcement action, the code violation shall be resolved during the Special Exception and Site Plan approval processes.

(d) The property owner shall submit an affidavit: (1) limiting the continued operation of the existing business to the current owner/operator; (2) agreeing not to diversify or expand the existing business; (3) agreeing to maintain an active annual Town local business tax receipt; (4) acknowledging that, in the event of the transfer of the property to a new owner the right to operate the use shall cease; and (5) agreeing to Site Plan Conditions of Approval imposed approved by Town Council including, but not limited to, landscaping and buffering, access, parking, hours of operation, noise generation, location of the business activities upon the property, number of on-site employees, clients or customers allowed, deliveries, waste disposal, proof of insurance, etc.

(e) Uses determined by the Town ~~staff~~ Council to be non-compliant with Articles 45: Property Maintenance and/or Article 50: Public Nuisances shall not be eligible for designation as an Okeechobee Overlay Historical Legacy Use under this section unless and until such maintenance and nuisance issues are resolved to the satisfaction of the Town Council.

(6) Multiple Uses, including combinations of (1) – (5), above.

- **Amend Proposed Future Land Use Element Policy 1.16.3 to read as follows:**

The Maximum Floor-Area-Ratio of a development within the OR Overlay, with the exception of residential and agriculture uses, which shall comply with the AR zoning district standards, shall not exceed 0.10, with a maximum of 25,000 sq. ft. of buildings per parcel.

- Amend Proposed Future Land Use Element Policy 1.16.4 to read as follows:

The Town shall require a consistent architectural theme following Business and Design Standards shall apply to non-residential uses within the OR 5 Overlay.

(1) The business shall not alter the identity of the OR-5 Overlay in a way that detracts from its rural character.

(2) The business shall contribute to a diverse and appropriate blend of businesses in the OR-5 Overlay.

(3) The business shall promote and foster the local economic base as a whole.

(4) The business will be compatible with existing surrounding uses.

(5) The business is designed and will be operated in a nonobtrusive manner to preserve the Town's rural character and ambiance and the intensity of uses is appropriate given the uses permitted on the site and on adjoining sites.

(6) The business meets all of the following fixed design criteria:

(a) Uses permitted pursuant to Policy 1.16.2 (2) – (5) shall comply with ULDC design requirements applicable to all developments in Loxahatchee Groves, including commercial standards for the following: Setbacks; height; parking; and signage. Pervious parking for required spaces may be considered by the Town Council.

(b) The following shall be incorporated within each OR-5 Overlay development approval: Front (Okeechobee Boulevard) – 50-foot wide equestrian/recreation easement including a 20-foot landscape buffer; rear – 100-foot-wide buffer; side – 25-foot buffer; side street – 50-foot buffer.

(c). Corporate advertising shall not be used which is visible from the exterior of the premises Okeechobee Boulevard.

(d) Exterior building facade and colors shall comply with the requirements of the OR-5 Overlay additions to Rural Vista Guidelines as amended.

(e) Signage shall be designed to be in harmony with architectural features and elements of the building as approved by the Town and consistent with the requirements of the OR-5 Overlay additions to Rural Vista Guidelines as amended.

- **Amend Proposed Future Land Use Element Policy 1.16.5 to read as follows:**

The owners of ~~non-conforming uses~~ parcels within the OR 5 Overlay with minor non-conformities, including lot size, F.A.R., setbacks, density, signage, etc. shall meet with Town staff to establish a program to identify and rectify such non-conformities. The program shall be subject to a Category B Special Exception review and approval process.

2. Future Land Use Element (Southern Boulevard): No proposed revisions.

The Joint Committee recommended approval of the above revisions at their July 7, 2021 meeting.

IV. ADDITIONAL STAFF POLICY RECOMMENDATION:

Staff recommends the addition of Transportation Element Policy 2.5.4 in support of recently adopted Town Ordinance 2021-04 to read as follows:

Policy 2.5.4:

Service Level 4 and Service Level 5 roads, including private access easements, shall not provide ingress to and/or egress from the Town from areas outside of its corporate limits.

V. STAFF ANALYSIS

The proposed amendments consist of revisions and additions to the Maps and text of the Future Land Use and Transportation Elements necessary to refine Town land use planning policy along the Okeechobee and Southern Boulevard corridors.

Amendments are based upon the support data and analysis presented in Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361 Deliverable #2 - *Update the Future Land Use and Transportation Elements of the Comprehensive Plan*, incorporated by reference herein supplemented by extensive review by the Town's appointed PZB/ULDC Joint Committee.

It is concluded that the proposed amendments are consistent with the goals, objectives and policies of the Town's Comprehensive Plan and community involvement efforts related to the Okeechobee Boulevard and Southern Boulevard planning issues.

VI. STAFF FINDINGS AND RECOMMENDATION:

Planning staff finds Comprehensive Plan Amendment 2020-01 to be consistent with the intent and direction of the Loxahatchee Groves Comprehensive Plan, historical planning documents and community input regarding development along the Okeechobee Boulevard and Southern Boulevard corridors.. Final amendments, including PZB/ULDC Joint Committee and Staff recommendations are included in Ordinance 2021-03.

Staff recommends approval of the proposed Transportation Element and Future Land Use Element amendments. Staff further recommends that proposed Ordinance 2021-03 adopting CPA Amendment 2020-01 be submitted to the Florida Department of Economic Opportunity (DOE) and other required government agencies for review and processing.

**Town of Loxahatchee Groves, Florida
Staff Report**

Comprehensive Plan Amendment 2020-01 (Ordinance 2020-03)

PREPARED BY: Jim Fleischmann

August 3, 2021

SUBJECT: Town roadway functional classification system and Okeechobee Boulevard Corridor Overlay Maps and Future Land Use and Transportation Elements Text Amendments 2020-01

1. BACKGROUND/HISTORY

The attached report, titled: Agenda Item Report: Comprehensive Plan Amendment (CPA) 2020-01: FDEO Planning Grant Amendments was prepared pursuant to the scope requirements of Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361. In summary, the following work activities were completed and used as the basis to prepare Comprehensive Plan Amendment 2020-01;

1. Town Visioning Session, and grant-funded public workshop and online survey oriented to clarifying the desired future development character of Okeechobee Boulevard and Southern Boulevard;
2. Review of the "Urban Collector" classification of Okeechobee Boulevard and local road classifications;
3. Review of the term "Low Impact Non-Residential Development";
4. Local Planning Agency (LPA) recommendation of approval of CPA 2020-01 with conditions.
5. Town Council approval on First Reading of Ordinance 2020-03, including direction for further review by a Joint Committee composed of Planning and Zoning Board (PZB) and Unified Land Development Review Committee (ULDC) members; and.
6. Joint ULDC/PZB Committee review and recommendation

Comprehensive Plan Amendment CPA 2020-01 based upon the results of Tasks 1-6, above, is presented in the attached Agenda Item Report.

2. LEGAL REVIEW

This is a legislative matter. Legislative decisions are those in which the local government formulates policy rather than applying specific rules to a particular situation. A local government's approval or denial of an issue in its legislative capacity is typically subject to a fairly debatable standard of review. Fairly debatable means that the government's action

must be upheld if reasonable minds could differ as to the propriety of the decision reached. Decisions subject to the fairly debatable standard of review need only be rationally related to a legitimate public purpose, such as the health, safety and welfare of the public, to be valid. Given this broad direction, only decisions that are arbitrary and capricious or illegal are subject to serious legal challenge.

3. COUNCIL ACTION

The Council should consider amendments to the Comprehensive Plan as recommended in the attached Agenda Item Report, including any comments received from the Local Planning Agency and the public, regarding: (1) the classification of Town roads; and (2) future land use and development along the Okeechobee Boulevard and Southern Boulevard corridors. Following its consideration, the Council should consider a motion to approve, approve with conditions, or deny Ordinance 2021-03.

4. ATTACHMENTS

To aid in its review, Staff has prepared the following two attached documents:

1. Agenda Item Report: Comprehensive Plan Amendment (CPA) 2020-01: FDEO Planning Grant Amendments
2. Ordinance 2021-03

5. FINANCIAL IMPACT

Work on this project was funded, in part, by Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361

6. RECOMMENDED ACTION

Staff recommends approval of Ordinance 2020-03 on Second Reading and authorization to submit Comprehensive Plan Amendment 2020-01 to the Florida Department of Economic Opportunity and other required agencies.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2020-03

1 **COMPREHENSIVE PLAN AMENDMENTS PROPOSED BY THE TOWN OF**
2 **LOXAHATCHEE GROVES, TO AMEND THE TOWN OF LOXAHATCHEE GROVES**
3 **COMPREHENSIVE PLAN TO: (1) AMEND MAP #FLU 1.10 FUTURE LAND USE OF**
4 **THE FUTURE LAND USE ELEMENT TO ADD THE OKEECHOBEE RURAL 5**
5 **OVERLAY; (2) AMEND TABLE 1-8 FUTURE LAND USES OF THE FUTURE LAND**
6 **USE ELEMENT TO INCREASE THE INTENSITY OF THE COMMERCIAL LOW (CL)**
7 **LAND USE CATEGORY AND ADD THE OKEECHOBEE RURAL 5 (OR 5) LAND USE**
8 **OVERLAY; (3) ADD OBJECTIVE 1.16 AND SUPPORTIVE POLICIES TO THE TEXT**
9 **OF THE FUTURE LAND USE ELEMENT TO REGULATE LAND USE AND**
10 **INTENSITY OF USE ALONG THE OKEECHOBEE BOULEVARD AND SOUTHERN**
11 **BOULEVARD CORRIDORS; AND (4) REVISE MAP #TRN 2.3 EXISTING**
12 **FUNCTIONAL CLASSIFICATION AND MAINTENANCE RESPONSIBILITY OF THE**
13 **TRANSPORTATION ELEMENT AND ADD MAP #TRN 2.3.1 PROPOSED ROADWAY**
14 **CLASSIFICATION, TABLE 2.1 LOCAL ROAD FUNCTIONAL CLASSIFICATION**
15 **SYSTEM, AND POLICIES 2.2.5 AND 2.5.4 TO THE TRANSPORTATION ELEMENT**
16 **TO CLARIFY THE FUNCTIONAL CLASSIFICATION OF TOWN ROADS;**
17 **PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS, PROVIDING**
18 **FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

19
20
21 **WHEREAS**, Section 163.3167, Florida Statutes, requires that each local government
22 prepare a Comprehensive Plan in compliance with the Local Government Comprehensive
23 Planning and Development Act, as amended; and

24 **WHEREAS**, the Town of Loxahatchee Groves, Florida, pursuant to the Local
25 Government Comprehensive Planning Act, and in accordance with all of its terms and
26 provisions, adopted a Comprehensive Plan which has been found to be “in compliance” by, the
27 State Department of Community Affairs (DCA); and,

28 **WHEREAS**, Section 163.3184, Florida Statutes allows the Comprehensive Plan to be
29 amended in order to further the Town’s planning goals and objectives and address changing
30 conditions; and,

31 **WHEREAS**, the Town’s Planning Consultant recommends approval of Town of
32 Loxahatchee Groves Comprehensive Plan as provided herein, through Amendment CPA
33 2020-01 as set forth in a report to the Town Council, which sets forth findings and
34 recommendations, and which report is incorporated herein; and,

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

1 **WHEREAS**, the Local Planning Agency and Town Council of the Town of Loxahatchee
2 Groves have conducted the required public hearings on Amendment CPA 2020-01 to the Town
3 of Loxahatchee Groves adopted Comprehensive Plan; and,

4 **WHEREAS**, the reports, records, and materials from the public hearings to adopt
5 Amendment CPA 2020-01 are incorporated herein and relied upon by the Town Council to the
6 extent not inconsistent with this Ordinance; and,

7 **WHEREAS**, the Town Council of the Town of Loxahatchee Groves has deemed it to be
8 in the best interest of the citizens and residents of the Town of Loxahatchee Groves to adopt
9 Amendment 2020-01 to the Town of Loxahatchee Groves Comprehensive Plan in accordance
10 with Chapter 163, Florida Statutes to revise the following elements of the Town of Loxahatchee
11 Groves Comprehensive Plan: Future Land Use Element and Transportation Element.

12 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
13 **TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

14 **SECTION 1:** The foregoing “WHEREAS” clauses are hereby ratified and
15 confirmed as being true and correct and are hereby made a specific part of this Ordinance upon
16 adoption hereof; all exhibits attached hereto or referenced herein are incorporated herein and
17 made a specific part of this Ordinance.

18 **SECTION 2:** The Town Council approves and adopts the recommendations of
19 the Town’s Planning Consultant, which are incorporated herein.

20 **SECTION 3:** In accordance with the requirements of Section 163.3184, Florida
21 Statutes, the Town Council hereby adopts the following amended elements of the Town of
22 Loxahatchee Groves Comprehensive Plan: Future Land Use Element; and Transportation

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2020-03

Element, as set forth in Exhibits “A-1 to A-7”, which are attached hereto and incorporated herein by reference.

SECTION 4: The Town’s Planning Consultant is further authorized and directed to make the necessary map and textual changes to the Town of Loxahatchee Groves Comprehensive Plan in order to reflect the above-stated changes consistent with the recommendations of the Town Planning Consultant Report.

SECTION 5: 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 6: 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 7: 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 4th DAY OF AUGUST, 2020.

Council Member Maniglia offered the foregoing ordinance. Council Member Danowski seconded the motion, and upon being put to a vote, the vote was as follow:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
PHYLLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2020-03

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____ 2021.**

Council Member _____ offered the foregoing ordinance. Council Member
_____seconded the motion, and upon being put to a vote, the vote was as follow

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHYLLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES COUNCIL MEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

Phillis Maniglia, Council Member

Town Attorney

Marg Herzog, Council Member

Marianne Miles, Council Member

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.1 – Revision of Future Land Use Element Map #FLU-1.10 Future Land Use

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.2 – Revision of Transportation Element Map #TRN 2.3

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.3 – Addition of Transportation Element Map #TRN 2.3.1

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.4 – Addition of Transportation Element Table #TRN 2-1 Local Road Functional Classification System

(Underlined text is an addition to and ~~struck through~~ text is a deletion from existing text)

Safety, Maintenance and Improvement of Roadways

2.7 Objective

The Town shall maintain a safe local roadway network.

2.7.1 Policy:

For the purpose of allocating public maintenance and capital improvements projects funds, the Town's local roads shall be classified as follows:

- ~~1. Category 1 – Surfaced local public roads under the jurisdiction of the Town.~~
 - ~~1. A. – Paved local public roads.~~
 - ~~1. B. – OGEM surfaced local public roads.~~
- ~~2. Category 2 – Unsurfaced local public roads.~~
 - ~~2. A. – Loxahatchee Groves Water Control District roads.~~
 - ~~2. B. – Town of Loxahatchee Groves roads~~
- ~~3. Category 3 – Private local roads (public access).~~
- ~~4. Category 4 – Private local roads (no public access).~~

Table #TRN 2-1
Local Road Functional Classification System

<u>Road Classification</u>	<u>Function</u>	<u>Design Objective</u>	<u>Funding</u>
<u>Service Level 1</u>	Principal public access from Town properties to Okeechobee Boulevard and Southern Boulevard	Improved or unimproved, as determined by the Town	Town gas tax, road & drainage assessments, and/or a cost-sharing assessment
<u>Service Level 2</u>	Public access from Town properties to Okeechobee Boulevard or Southern Boulevard	Improved or unimproved, as determined by the Town	Town gas tax and road & drainage assessments, and/or a cost-sharing assessment
<u>Service Level 3</u>	Connector public access between two or more Service Level 1 Roads	Improved or unimproved to be determined by Town and abutting owners	Town gas tax and road & drainage assessments, cost sharing assessment
<u>Service Level 4</u>	Non-through public direct access to Town properties	Improvement can be requested by abutting owners and approved by Town.	Town gas tax and road & drainage assessments, cost sharing assessment
<u>Service Level 5</u>	Non-through private direct access to Town properties	Improvements may be made by abutting owners	Owner's responsible for improvements and maintenance at Town standards.

Source: Town of Loxahatchee Groves Roadway Equestrian Trail and Greenways Advisory Committee: 2019.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.5 – Future Land Use Element Text Amendments

(Underlined text is an addition to and ~~struckthrough~~ text is a deletion from existing Future Land Use Element text)

(Underlined text is an addition to and ~~struckthrough~~ text is a deletion from existing Comprehensive Plan text)

Policy 1.1A.1:

In order to maintain the two-lane section, the Town shall support implementation of the following Okeechobee Boulevard improvements:

- a) Designation, in cooperation with Palm Beach County, of the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Parkway; specifically Expansion expansion to a two-lane divided median enhanced rural parkway with properly-spaced left-turn lanes.
- b) Traffic calming features, to include but not limited to roundabouts at Folsom Road and the Letter Road intersections with Okeechobee Boulevard.
- c) Implementation and enforcement of reduced speed limits.

1.2 Objective: *Development of a rural style commercial center shall be limited to the Southern Boulevard Corridor.*

Policy 1.2.5:

The following uses: are prohibited: additional big box; vehicle/car dealerships; and large industrial complexes.

Policy 1.2.6:

The maximum Floor-Area-Ratio of a self-storage facility may be increased above 0.15 provided that parking, loading, landscape, building height, setback and buffer requirements are satisfied,

1.16 Objective: Insure compatible, Low impact uses on properties with frontage on Okeechobee Boulevard by establishing and implementing the Okeechobee Rural 5 Overlay (OR 5 Overlay) as a means to control the allocation, location, scale and timing of development along the corridor.

Policy 1.16.1:

The minimum parcel size of a development pursuant to Policy 1.16.2 within the OR 5 Overlay shall be 5 acres and comply with the land development regulations of the Town's Agricultural Residential (AR) zoning district, unless specifically stated otherwise by the provisions of this Comprehensive Plan.

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

Policy 1.16.2:

Low impact development within the OR 5 Overlay may be granted by Category A Special Exception and Site Plan approvals pursuant to ULDC Sections 170-010(B) and 155-005 only in accordance with designated uses within the following six categories:

- (1) Residential and non-residential principal and accessory uses permitted on conforming and legal non-conforming parcels within the Town's Agricultural Residential (AR) zoning district.
- (2) Agricultural retail uses not co-located on a bona fide agriculture property including: Agriculture products, including hay, feed, bedding, etc.; retail nursery; lawn and garden sales and services; farmer's market (generally year-round operation five to seven days per week); green market (seasonal and/or weekend operation); and Agri/Eco Tourism, including educational and event venues and tours.
- (3) Low impact commercial uses, including saddle shop/leather goods; coffee shop/breakfast and lunch; family-style restaurant; farm-to-table restaurant; specialty foods (ice cream, yogurt, bakery, butcher, etc.); florist; bed and breakfast; Residential Enterprise; landscape service; and pet grooming.
- (4) Community Serving Uses: Town Center; multi-purpose arena; botanical gardens; and park/public events.
- (5) Historical Legacy Uses, as approved by the Town Council. Certain uses that were in existence as of December 31, 2020 within the OR 5 Overlay are not contained in the table of permitted uses in the Agricultural Residential (AR) zoning district or Policies 1.16.2. (1) – (4), above. Such uses, referred to as "Okeechobee Overlay Historical Legacy Uses", may be allowed to continue to exist, subject to the following:

(a) The property owner/operator shall apply for a Category A Special Exception and Site Plan approvals pursuant to ULDC Sections 170-010(B) and 155-005;

(b) The use does not present a threat to public health or safety.

(c) If the property is currently the subject of a Town code enforcement action, the code violation shall be resolved during the Special Exception and Site Plan approval processes.

(d) The property owner shall submit an affidavit: (1) limiting the continued operation of the existing business to the current owner/operator; (2) agreeing not to diversify or expand the existing business; (3) agreeing to maintain an active annual Town local business tax receipt; (4) acknowledging that, in the event of the transfer of the

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

property to a new owner the right to operate the use shall cease; and (5) agreeing to Site Plan Conditions of Approval approved by Town Council including, but not limited to, landscaping and buffering, access, parking, hours of operation, noise generation, location of the business activities upon the property, number of on-site employees, clients or customers allowed, deliveries, waste disposal, proof of insurance, etc.

(e) Uses determined by the Town Council to be non-compliant with Articles 45: Property Maintenance and/or Article 50: Public Nuisances shall not be eligible for designation as an Okeechobee Overlay Historical Legacy Use under this section unless and until such maintenance and nuisance issues are resolved to the satisfaction of the Town Council.

(6) Multiple Uses, including combinations of (1) – (4), above.

Policy 1.16.3:

The Maximum Floor-Area-Ratio of a development within the OR 5 Overlay, with the exception of residential and agriculture uses which shall comply with AR zoning district standards shall not exceed 0.10 with a maximum of 25,000 sq. f t. of building per parcel.

Policy 1.16.4:

The following business and design standards shall apply to non-residential uses in the OR-5 Overlay.

- (1) The business shall not alter the identity of the OR-5 Overlay in a way that detracts from its rural character.
- (2) The business shall contribute to a diverse and appropriate blend of businesses in the OR-5 Overlay.
- (3) The business shall promote and foster the local economic base as a whole.
- (4) The business will be compatible with existing surrounding uses.
- (5) The business is designed and will be operated in a nonobtrusive manner to preserve the Town's rural character and ambiance and the intensity of use is appropriate given the uses permitted on the site and on adjoining sites.
- (6) The business meets all of the following fixed design criteria:

(a) Uses permitted pursuant to Policy 1.16.2 (2) – (6) shall comply with ULDC design requirements applicable to all developments in Loxahatchee Groves, including commercial standards for the following: Setbacks; height; parking; and signage. Pervious parking for required spaces may be considered by the Town Council.

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

(b) The following shall be incorporated within each OR-5 Overlay development approval: Front (Okeechobee Boulevard) – 50-foot wide equestrian/recreation easement including a 20-foot landscape buffer ; rear – 100-foot wide buffer; side – 25-foot buffer; side street – 50-foot buffer.

(c) Corporate advertising shall not be used which is visible from Okeechobee Boulevard.

(d) Exterior building facade and colors shall comply with the requirements of the OR-5 Overlay additions to Rural Vista Guidelines as amended.

(e) Signage shall be designed to be in harmony with architectural features and elements of the building as approved by the Town and consistent with the requirements of the OR-5 Overlay additions to Rural Vista Guidelines as amended.

(f) No drive thru windows shall be used.

Policy 1.16.5:

The owners of parcels within the OR 5 Overlay with minor non-conformities, including lot size, F.A.R., setbacks, density, signage, etc. shall meet with Town staff to establish a program to identify and rectify such non-conformities. The program shall be subject to a Category B Special Exception review and approval process

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.6 – Table # FLU 1-8 Amendments

(Underlined text is an addition to and ~~struckthrough~~ text is a deletion from existing Future Land Use Element text)

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2020-03

EXHIBIT A.7– Transportation Element Text Amendments

(Underlined text is an addition to and ~~struckthrough~~ text is a deletion from existing Transportation Element text)

Policy 2.2.5 to read as follows:

The following shall be Town policies: (1) permanent removal of the “E” road, 140th Avenue thoroughfare from the Palm Beach County Thoroughfare Right-of-Way Identification Map; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

Policy 2.5.4 to read as follows:

Service Level 4 and Service Level 5 roads, including private access easements, shall not provide ingress to and/or egress from the Town from areas outside of its corporate limits.

NOTICE OF PROPOSED MAP AND TEXT CHANGE

The Town Council of the Town of Loxahatchee Groves will consider the following proposed Ordinance 2020-03 adopting Comprehensive Plan Amendment CPA 2020-01 on Second Reading:

ORDINANCE 2020-03

COMPREHENSIVE PLAN AMENDMENTS PROPOSED BY THE TOWN OF LOXAHATCHEE GROVES, TO AMEND THE TOWN OF LOXAHATCHEE GROVES COMPREHENSIVE PLAN TO: (1) AMEND MAP #FLU 1.10 FUTURE LAND USE OF THE FUTURE LAND USE ELEMENT TO ADD THE OKEECHOBEE RURAL 5 OVERLAY; (2) AMEND TABLE 1-8 FUTURE LAND USES OF THE FUTURE LAND USE ELEMENT TO INCREASE THE INTENSITY OF THE COMMERCIAL LOW (CL) LAND USE CATEGORY AND ADD THE OKEECHOBEE RURAL 5 (OR 5) LAND USE OVERLAY; (3) ADD OBJECTIVE 1.16 AND SUPPORTIVE POLICIES TO THE TEXT OF THE FUTURE LAND USE ELEMENT TO REGULATE LAND USE AND INTENSITY OF USE ALONG THE OKEECHOBEE BOULEVARD AND SOUTHERN BOULEVARD CORRIDORS; AND (4) REVISE MAP #TRN 2.3 EXISTING FUNCTIONAL CLASSIFICATION AND MAINTENANCE RESPONSIBILITY OF THE TRANSPORTATION ELEMENT AND ADD MAP #TRN 2.3.1 PROPOSED ROADWAY CLASSIFICATION, TABLE 2.1 LOCAL ROAD FUNCTIONAL CLASSIFICATION SYSTEM, AND POLICIES 2.2.5 AND 2.5.4 TO THE TRANSPORTATION ELEMENT TO CLARIFY THE FUNCTIONAL CLASSIFICATION OF TOWN ROADS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Council of the Town of Loxahatchee Groves will conduct a Public Hearing on Tuesday, August 3, 2021 commencing at 7:00 p.m. to discuss proposed Ordinance 2020-03 to revise the Future Land Element and Transportation Element of the Comprehensive Plan. The Public Hearing of the Town Council shall be held at the Loxahatchee Groves Town Hall, 155 "F" Road Loxahatchee Groves, FL 33470. Following the Public Hearing, the Town Council will consider Second Reading to adopt, adopt with conditions, or deny proposed Ordinance 2020-03.

The aforesaid proposed amendment CPA 2020-01 and related materials may be inspected by the public at the Town Hall website.

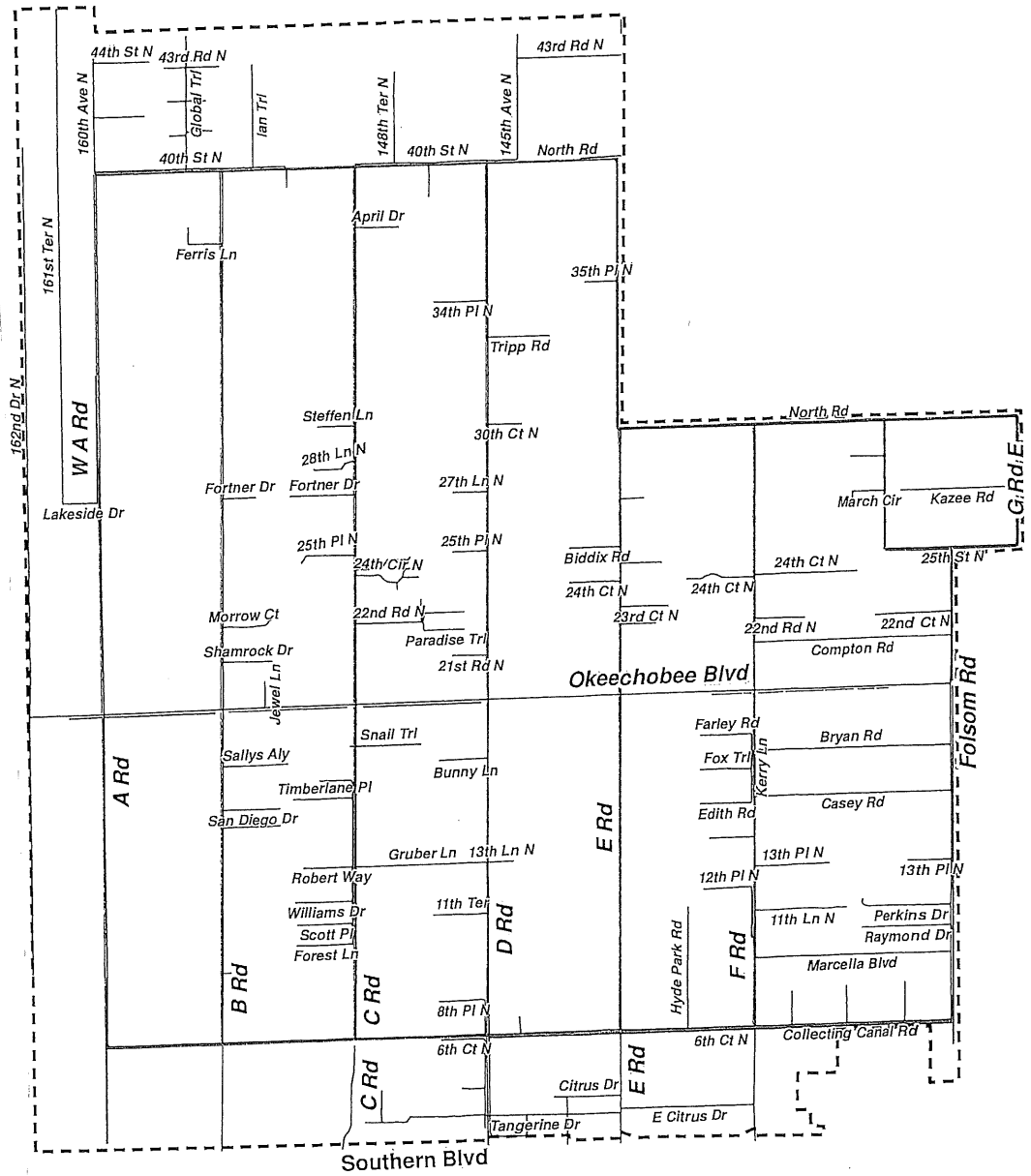
Public comment is also accepted by writing or emailing the Town Clerk's office. Comments received will be received up until 5:00 p.m. on the day of the meeting, filed and acknowledged as part of the official public record for the Public Hearing. This meeting will be streamed and close-captioned as normal. Access instructions are posted on website.

If a person decides to appeal any decision of the Town Council with respect to any matter considered at this meeting, the person 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 record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

The Loxahatchee Groves Town Hall is wheelchair accessible and accessible parking spaces are available. Anyone needing auxiliary services please contact the Town Clerk at least five (5) days prior to meeting at 561-793-2418.

INSERT MAP

Publish: Display Ad on Friday July 23, 2021.



This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: Elizabeth V. Lenihan, Town Attorney
VIA: James Titcomb, Town Manager
DATE: July 28, 2021
SUBJECT: Second Reading of Ordinance 2021-05 Regarding Solid Waste Collection

Background:

On July 6, 2021, the Town Council passed, on first reading, Ordinance 2021-05, with revisions. The proposed Ordinance amends the regulations for collection of solid waste within the Town. The revisions discussed are reflected in Section 38-2(d) of the draft Ordinance. Additional revisions were made in Section 38-56(a) of the draft Ordinance to provide for collection of excess waste as may occur on an occasional basis, and payment for such additional service by the customer. Ordinance 2021-05 is presented, as amended, for second reading.

Recommendations:

Move that Town Council adopt Ordinance 2021-05 on second reading.

This Page Is Blank Intentionally

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I, IN GENERAL, AND ARTICLE III, COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED, OF CHAPTER 38, SOLID WASTE, LOXAHATCHEE GROVES CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to modify its current regulations for the collection and disposal of solid waste; and

WHEREAS, the Town Council believes that the modifications will enhance the ability of the Town to ensure appropriate levels of service are provided and used within the Town; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

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 incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Article I, In General, of Chapter 38, Solid Waste, Loxahatchee Groves Code, as follows:

ARTICLE I. – IN GENERAL

Sec. 38-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Biomedical or Biohazardous Waste: As defined by F.S. § 403.703(2), as may be amended.

Biological Waste: As defined by F.S. § 403.703(3), as may be amended.

Bulk Waste: Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of

Bulk Waste: No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup.

Business Days: Monday through Saturday, except for holidays.

Cart: A curbside container meeting the town's specifications intended for collection via automated or semi-automated means supplied to residential collection service customers.

Collection: The process whereby solid waste, vegetative waste, recovered material, or recyclable material is gathered from within the service area and transported to a designated facility.

Commercial Collection Service: The collection of solid waste and any special services from property within the service area that is used for a commercial purpose or desires collection service that exceeds residential collection service. Such service includes collection from containers and compactors but does not include roll-off collection service.

Compactor: Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and Demolition Debris (C&D): Materials generally considered to be not water soluble, and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Container: Any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the town manager, in writing.

Designated Facility: A disposal, processing, recovery, recycling, or transfer facility, managed, permitted, or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the Solid Waste Authority of Palm Beach County.

Franchisee: A person or entity that has entered into an agreement with the town to provide collection services within the service area.

Garbage: All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include vegetative waste or special waste.

Hazardous Waste: As identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States

Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.

Holiday: A designated holiday on which the franchisee shall not be required to provide collection service or to maintain office hours. At a minimum, the designation of holidays shall correspond to those days when the Solid Waste Authority Landfills are closed.

Household Hazardous Waste (HHW): As defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state, or local law.

Land Clearing: The removal of vegetation for the purpose of improving real property through remodeling, new construction, or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks, or similar obstructions/materials being removed from a parcel of land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting vegetation that was removed without the aid of a mechanical device to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

Property: A plot as defined in Section 10-015 of the Town of Loxahatchee Groves Unified Land Development Code.

Pyrolysis: A process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:

- (a) Crude oil, diesel, gasoline, home heating oil, or another fuel.
- (b) Feedstocks.
- (c) Diesel and gasoline blend stocks.
- (d) Chemicals, waxes, or lubricants; or
- (e) Other raw materials or intermediate or final products.

Pyrolysis Facility: A facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.

Recovered Materials: Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered materials are not solid waste. Recovered materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, unsorted construction and demolition debris is not a recovered material.

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

Recyclable Materials (Recyclables): Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling Cart: A container intended for recyclables collection with a ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the franchisee's collection vehicles and containing not over two hundred fifty (250) pounds.

Recycling Container: A rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of recyclable materials.

Residential Collection Service: The collection of source separated recyclable materials, up to six cubic yards of vegetative waste, and one cart of all other solid waste at curbside or roadway, plus any residential special services, from property within the service area. Residential collection service shall be subscribed to by the owner or lessee of property within the service area on a per property basis. Each property utilizing residential collection service may be provided no more than two residential collection services (source separated recyclable materials, up to 12 cubic yards of vegetative waste, and two carts of all other solid waste) and two additional carts of solid waste as special services. Special services other than additional carts have no maximum.

Residue: The portion of the recyclable materials stream accepted by the franchisee that is not converted to recovered materials due to breakage and/or transportation or processing inefficiencies.

Roll-off Collection Service: The collection and disposal of roll-off containers within locations in the service area. Roll-off containers may be utilized for solid waste, vegetative waste, and/or C&D debris.

Service Area: The corporate limits of the Town of Loxahatchee Groves, Florida.

Sludge: A solid or semi-solid, or liquid generated from any wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets, and related operations, or any other such waste having similar characteristics or effects.

Solid Waste: As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Includes bulk waste, garbage, rubbish, refuse, trash, vegetative waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations; and shall not include special waste or recovered materials.

Source Separated: Recyclable materials that are separated from solid waste at the location where the recyclable materials and solid waste are generated. The term does not require that various types of recyclable materials be separated from each other and recognizes de minimis solid waste (less than 10 percent by volume or weight) may be included in the recyclable materials. Recyclable materials deposited in combination with more than 10 percent solid waste

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

by volume or weight at the location where the recyclable materials and solid waste are generated are not source separated and are solid waste.

Special Services: Any services requested or required by the customer which are in addition to or a change in residential or commercial collection service, as applicable.

Special Waste: Wastes that may require special handling and management, including but not limited to, biohazardous waste, biological waste, hazardous waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, sludge, dead animals, livestock waste, and septic tank waste. Special waste may also include items determined by the town manager to be reasonably unmanageable.

Town Manager: The Town Manager for the Town of Loxahatchee Groves, Florida, or his or her designee.

Trash: All refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of households, stores, offices, and other business places, but shall not include vegetative waste.

Vegetative Waste: Any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping, and yards, but shall not include land clearing.

Sec. 38-12. - Solid waste collection fees; billing; payment; enforcement.

- (a) The town shall have the power to create, install, improve, maintain, and fund any and all costs associated with establishing and operating a system of providing a ~~solid waste~~ collection services program (solid waste collection program) for residential and/or commercial collection service to the property owners, residents, and citizens of the town. The recipients of the town's solid waste collection program will enjoy protection and enhancement of public health and safety by the provision of reliable and effective service to persons who own or use such property, and enrichment of property value and minimization of potential liability attendant with the use of the assessed property.
- (b) Fees for ~~trash service~~ the solid waste collection program, including costs for collection, and administration fees necessary to provide the solid waste collection ~~services~~ program, ~~as shall be established by the town council, shall be collected by the town for the trash solid waste collection service program within the town.~~ Fees for the solid waste collection program, or any portion thereof, may be collected as a special assessment levied and collected by the town, or billed and collected by the town or solid waste collection franchisee. The town may also provide, by agreement, for the billing and collection of the town's fee for ~~trash~~ the solid

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

waste collection service program, or any portion thereof, by another governmental entity. The town may provide for the inclusion of such administrative fees to fund the billing and collection of the charges for solid waste collection service program in any bill sent or special assessment levied to property owners within the town.

(c) Any residential property owner or lessee, ~~apartment owner or owner operator of a commercial establishment~~ who shall fail to make appropriate payment for ~~trash~~ the solid waste collection service program shall have his ~~trash~~ solid waste collection program service terminated. Any residential property owner or lessee, ~~apartment owner or owner operator of a commercial establishment~~ whose ~~trash~~ solid waste collection program service shall be so terminated shall be deemed in violation of this chapter and upon conviction of such violation shall be punished as provided by in Chapter 14 of this Code.

(ed) If a property owner ~~fails to pay for garbage collection services, or to adequately provide for garbage~~ solid waste collection services in accordance with this chapter it shall be declared a public nuisance and, the town, in the interests of the public health, safety, and welfare, shall have the right to enter upon the premises, remove garbage, trash or ~~construction~~ other waste and charge the owner the cost to the town for such services pursuant to the nuisance abatement procedures in Chapter 30 of this Code. ~~Billing for collection shall be on a per pickup basis. The town shall forward to the owner at his last known address a copy of the charges for such collection, including any delinquency charges, and, if same is not paid within 30 days after such notice is mailed, the same shall be and constitutes a lien upon the property in question.~~

(de) The town attorney may institute foreclosure proceedings to foreclose any lien imposed pursuant to ~~subsection (b) of this section~~. The owner of the property against which the lien exists shall be liable to the town for a reasonable attorney's fee to compensate its attorney for services in collecting the amounts due on said lien, together with all costs occasioned in foreclosing said lien, and the same shall be decreed to be a lien upon the lands described and shall be collected at the time and in the manner provided for the collection of the amount evidenced by said lien. The decree rendered in such case for the enforcement and collection and the amount due thereunder shall determine the principal, interest, costs, and attorneys' fee to be chargeable against each property so encumbered, which amounts shall constitute a lien against the property described. In foreclosing such liens, the town may pursue and follow any recognized process to enforce liens and any number of assessment liens against the same owner or occupant may be foreclosed in one proceeding.

(ef) The lien in favor of the town upon the property for all unpaid services, interest, attorneys' fees, and court costs shall have priority over all other liens and encumbrances, except state,

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

county, and municipal taxes, and shall be on parity with the lien of such state, county, and municipal taxes.

Sec. 38.3. Solid waste collection special assessments shall constitute a lien on improved real property.

All solid waste collection special assessments imposed against the owners of assessed units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the Town.

Section 3. The Town of Loxahatchee Groves hereby amends Article III, Collection of Waste; Franchises and Registration of Contractors Authorized, of Chapter 38, Solid Waste, Loxahatchee Groves Code, as follows:

ARTICLE III. COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED

Sec. 38-54. Reserved. Definitions.

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~**Biomedical or Biohazardous Waste:** As defined by F.S. § 403.703(2), as may be amended.~~

~~**Biological Waste:** As defined by F.S. § 403.703(3), as may be amended.~~

~~**Bulk Waste:** Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of Bulk Waste. No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup. The term "Bulk Waste" may be used interchangeably with the term "Bulk Trash."~~

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

~~Business Days:~~ shall mean Monday through Saturday, except for Holidays.

~~Cart:~~ shall mean a curbside container meeting the Town's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.

~~Collection:~~ The process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

~~Commercial Recycling Collection Service:~~ shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.

~~Commercial Solid Waste:~~ shall include Solid Waste that is not Residential Solid Waste.

~~Commercial Solid Waste Collection Service:~~ shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services

~~Compactor:~~ Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

~~Construction and Demolition Debris (C&D):~~ Materials generally considered to be not water soluble, and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

~~Container~~ shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Town Manager, in writing.

~~Contractor:~~ A person or entity that has entered into an Agreement with the Town to provide solid waste and recycling collection services for the Town.

~~Dwelling Unit:~~ Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit and as further described in Town Code.

~~Garbage:~~ All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

Hazardous Waste: ~~A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.~~

Household Hazardous Waste (HHW): ~~Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state, or local law.~~

Land Clearing: ~~The removal of vegetation for the purpose of improving real property through remodeling, new construction, or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks, or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.~~

Pyrolysis: ~~means a process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:~~

- ~~(a) Crude oil, diesel, gasoline, home heating oil, or another fuel.~~
- ~~(b) Feedstocks.~~
- ~~(c) Diesel and gasoline blend stocks.~~
- ~~(d) Chemicals, waxes, or lubricants.~~
- ~~(e) Other raw materials or intermediate or final products.~~

Pyrolysis Facility: ~~means a facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.~~

Recovered Materials ~~shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, unsorted Construction and Demolition Debris is not a Recovered Material.~~

Recyclable Materials (Recyclables): ~~Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.~~

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

Recycling Cart: ~~A Container intended for Recyclable's collection with a ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles and containing not over two hundred fifty (250) pounds.~~

Recycling Container: ~~shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.~~

Residential Recycling Collection Service: ~~The collection of Recovered Materials by the Town or its Contractor from all Dwelling Units in the Service Area that also receive Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Town, and the delivery of those Recovered Materials to an Authority Recovered Materials Processing Facility or designated Authority transfer station.~~

Residential Solid Waste Collection Service: ~~The collection of Residential Solid Waste and Vegetative Waste for all Dwelling Units from which Garbage is collected at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.~~

Residential User: ~~A person, including, but not limited to, owners, lessees, and sublessees utilizing a building, a portion thereof, specifically designed for and used for occupancy of that person.~~

Residue: ~~The portion of the Recyclable Materials stream accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies.~~

Roll-off Collection Service: ~~The Collection of C&D only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites.~~

Service Area: ~~The corporate limits of the Town of Loxahatchee Groves, Florida.~~

Sludge: ~~A solid or semi-solid, or liquid generated from any wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets, and related operations, or any other such waste having similar characteristics or effects.~~

Solid Waste: ~~As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Residential Solid Waste and Commercial Solid Waste but shall not include Special Waste or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations.~~

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

~~Solid Waste Authority Disposal Facility:~~ A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the Authority.

~~Source Separated:~~ Recovered Materials that are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term “various types of Recovered Materials” means metals, paper, glass, plastic, textiles, and rubber.

~~Special Services:~~ Any services requested or required by the customer which are in addition to or a change in, Residential Solid Waste Collection Service or Residential Recycling Collection Service.

~~Special Waste:~~ Special Waste refers to wastes that can require special handling and management, including but not limited to, Biohazardous Waste, Biological Waste, Hazardous Waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste. Special Waste may also include items determined by the Town Manager to be reasonably unmanageable.

~~Trash~~ shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices, and other business places, but shall not include Vegetative Waste.

~~Vegetative Waste~~ shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping, and yards. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

~~Sec. 38-55. Franchise for collection of solid waste and residential recycling collection service.~~

- (a) The town may enter into an exclusive franchise for the collection services, which may include any or all of the collection of solid waste, bulk waste, vegetative waste, C&D

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

~~debris and/or residential recyclable materials of Solid Waste and Residential Recyclable Materials~~ from all locations in the town to the extent not prohibited by state law or may enter into any number of franchises that the town determines is in the best interest of the town.

- (b) In the event that the town grants an exclusive franchise, or any number of franchises, all collection within the town shall be performed by the franchisee(s). ~~contract, or a Solid Waste or Recyclable Materials collection entity is not granted a franchise by the Town and has existing contracts within the Town, then only existing contracts as of June 5, 2018, for Solid Waste Collection Services and Residential and Recyclable Materials Collection Services are exempt until such time as the contract expires at which time the customer/property owner must use a solid waste collection entity that is franchised by the Town.~~
- (c) The town council may require businesses performing ~~Solid Waste collection, disposal, and recycling~~ services within the town to pay a franchise fee to the town, in an amount determined by the town council, for the privilege of conducting and operating ~~solid waste collection, disposal, and recycling~~ services on the public streets, roads, alleys, and other thoroughfares of the town. The franchise fee, ~~as indicated below,~~ shall be based on a percentage of the amount charged for ~~solid waste collection;~~ services that is described in a franchise agreement between the town and ~~franchisee a contractor.~~ Any franchise fee required by the town council shall be paid to the town in a manner and an amount as set forth in a franchise agreement with the franchisee ~~contractor.~~

Sec. 38-56. Collection to be by town or franchisee.

- (a) ~~Each residential~~ The owner or lessee of each property within the town, ~~each apartment owner and each owner-operator of a non-residential use~~ shall subscribe to residential or adequate commercial a regularly scheduled solid waste collection service or Recyclable Materials Collection service as may be provided either by the town or the town's franchisee ~~by such private individual or concern as may be franchised by the Town,~~ except as may be exempted by town ordinance or state law. Separate service is required for each property. The levels of necessary service shall be determined based upon the use of the property. Any collection services in addition to regularly scheduled collection services shall be scheduled through the town or the town's franchisee. Additional collection services, whether or not scheduled in advance of collection, may be collected by the town or the town's franchisee, and billed to the customer. Verification of adequate ~~Solid Waste and Recyclable~~ collection services must be provided to the town upon the town's request. Determination of adequacy of service is in the sole discretion of the town.
- (b) It is unlawful for any ~~No~~ individual, corporation or other entity ~~will be permitted to perform collection services~~ Solid Waste or Recyclable Materials within the Town either on a regularly scheduled basis or, alternatively, on a non-scheduled short-term, ~~or temporary, basis~~ unless such individual, corporation or other entity is properly

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

franchised by the town, except as may be required or exempt by state law or town ordinance.

Sec. 38.57. Reserved. ~~Solid waste collection special assessments shall constitute a lien on improved real property.~~

~~All solid waste collection special assessments imposed against the owners of assessed units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the Town.~~

Sec. 38.58. Containers required.

Each ~~dwelling unit~~ property within the town shall be required to have a town approved garbage container for either residential or commercial collection service. It shall be unlawful within the town for any person to place any solid waste or ~~vegetative waste~~ recyclable materials out for collection unless such solid waste or ~~vegetative waste~~ recyclable material is in a container if such container is required and approved by the town council. A garbage can may not be used if a container has been required and approved by town council.

Sec. 38.59 Precollection procedures generally.

- (a) The placement of ~~garbage~~ solid waste, vegetative waste, or recyclable materials in a loose and uncontained manner on the roadside, swale, other locations adjacent to the roadway, or in dumpster enclosures shall be strictly prohibited.
- (b) No person shall place for curbside collection any ~~garbage, bulk~~ solid waste, bulk waste, vegetative waste, or recyclable materials upon any property other than in the swale or area adjacent to and directly in front of the same property from which the ~~garbage, bulk~~ solid waste, bulk waste, vegetative waste, or recyclable materials was generated or accumulated, unless a predetermined location has been approved by the town and the town's franchisee ~~Contractor~~.
- (c) All ~~garbage~~ containers, when placed for curbside collection, shall be at ground level, not within the roadway, and immediately accessible to collection crews.

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

- (d) No person shall place any ~~garbage~~ containers, or any accumulation of ~~garbage, bulk solid waste, bulk waste, or vegetative waste, or recyclable materials~~ upon private property in any part of a front yard or a side yard abutting a right-of-way except during the day scheduled for collection or the day immediately preceding the day scheduled for collection, as provided herein. No person shall place any ~~garbage~~ containers, or any accumulation of ~~garbage, solid waste, bulk waste, or vegetative waste, or recyclable materials~~ in any portion of a roadway or right-of-way. No person in possession of real property shall allow any ~~garbage~~ containers or roll-out cart, or any accumulation of ~~garbage, bulk solid waste, bulk waste, or vegetative waste, or recyclable materials~~ to remain in any portion of a roadway or right-of-way abutting his/her property to the centerline of the roadway or right-of-way, or in any part of the front yard or side yard abutting the roadway or right-of-way, except during the day scheduled for collection or during the day immediately preceding the day scheduled for collection.
- (e) Private roads shall be fully accessible to the town's ~~contractor~~ franchisee and equipment in order for collections to be made by the town's ~~Contractor~~ franchisee without delay.
- (f) ~~Unacceptable materials~~ Special waste shall be stored and properly disposed of by the person responsible for their generation or accumulation.
- (g) ~~Hazardous wastes shall be stored and properly disposed of by the person responsible for their generation or accumulation.~~

Sec. 38.60. Hours when waste and materials ~~garbage, etc.,~~ may be placed out for collection.

It shall be unlawful within the town for any person to place any solid waste or recyclable materials adjacent to the public road used for access to the property any earlier than 6:00 p.m. on the day before the scheduled ~~solid waste~~ collection day applicable to such person's property. It shall be unlawful within the town for any person to fail to remove from the public roadway used for access to the property or adjacent to such public roadway any container within 24 hours of the day following the scheduled ~~Solid Waste or Recyclable Materials~~ collection day applicable to such person's property. All solid waste, bulk waste, Bulk, Vegetation vegetative waste, and recyclable materials must be placed out for pick up no later than 7:00 a.m. on the day of collection service.

Sec. 38.61. Construction and demolition debris.

- (a) Collection of construction and demolition debris may be made part of the town's ~~exclusive~~ franchise agreement for solid waste collection.
- (b) Construction and demolition debris originating prior to, during, or subsequent to the construction of new buildings, alterations, or additions to existing buildings of

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

whatsoever type or from demolition of existing structures will not be collected under the town's residential collection service, unless due to minor homeowner repairs.

- (c) Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) which meet the requirements for ~~trash~~ solid waste collection must be bundled, bagged, or boxed and will be collected at curbside as part of the regular residential solid waste collection service. Discarded lumber pieces must be no longer than four (4) feet without nails.
- (d) Larger materials and volumes may be picked up by special request at an additional charge from the franchisee ~~contractor~~.

Sec. 38.62. Registration of recovered material dealers.

- (a) A recovered materials dealer or pyrolysis facility must register with the town before engaging in business within the service area ~~jurisdiction of the local government~~. Such registration process is limited to requiring the dealer or pyrolysis facility to:
- (1) register its name, including the owner or operator of the dealer or pyrolysis facility, and, if the dealer or pyrolysis facility is a business entity, its general or limited partners, its corporate officers, and directors.
 - (2) its permanent place of business.
 - (3) evidence of its certification under Section 403.7046, Florida Statutes; and-
 - (4) a certification that the recovered materials or post-use polymers will be processed at a recovered materials processing facility or pyrolysis facility satisfying the requirements of Section 403.7046.
- (b) The town shall charge the dealer or pyrolysis facility a registration fee commensurate with and no greater than the cost incurred by the town ~~local government~~ in operating its registration program, as established by resolution by the town council. Registration program costs are limited to those costs associated with the activities described in this article ~~ordinance~~.
- (c) The town's reporting or registration process with regard to recovered materials or post-use polymers is governed by Section 403.7046 and rules of the Florida Department of Environmental Protection or any successor agency performing a like function, adopted pursuant to Section 403.7046.
- (d) Only recovered materials dealers or pyrolysis facilities that have properly registered with the town may collect recovered materials from properties within the service area.
- (e) Recovered materials dealers and pyrolysis facilities located within the town may only receive recovered materials if they are properly registered with the town.
- (f) Nothing in this section authorizes recovered materials dealers or pyrolysis facilities from collecting or receiving any materials other than recovered materials.

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

- (g) The town may temporarily or permanently revoke the authority of a recovered materials dealer to do business within the town. If the town ~~believes~~ alleges that the recovered materials dealer ~~finds the recovered materials dealer~~ has consistently and repeatedly violated state or local laws, rules, regulations, and the town's ordinances, it shall notice the recovered materials dealer of the charges and schedule a hearing before the town's special magistrate using the notice and hearing process of Chapter 162, Florida Statutes.

Sec. 38.63. Recycling program.

- (a) ~~Residential collection.~~ Recyclable materials must be source separated for collection. Collection of recyclable materials is part of residential collection service. Collection of recyclable materials is available for commercial collection service as a special service and is not curbside.
- (1) *Paper Goods.* Paper goods placed out for collection as recyclable materials shall be segregated from all other solid waste and recyclable materials. ~~by all residential units not using containerized refuse service. It shall be in a container provided by the town's Contractors and placed out for collection according to a scheduled day established by the town along with all other solid waste or next to the container or Garbage Can used by such solid waste customers. Recyclable materials shall not be placed in plastic bags, and adequate precaution shall be made to prevent newspapers from being scattered by the elements.~~
- (2) *Clear glass, plastic, and aluminum cans.* All clear glass, plastic and aluminum cans placed out for collection as recyclable materials shall be segregated from all other solid waste and recyclable materials. ~~placed in the container provided for by the contractor of the town and placed out for collection according to a scheduled day established by the town along with all other solid waste or next to the container or Garbage Can used by solid waste customers. No other waste besides clear glass, plastic and aluminum cans shall be placed in the container that is provided for by the town.~~
- (b) All recyclable materials placed out for collection shall be in the recycling cart or recycling container provided by the town or the franchisee and placed out for collection for the scheduled day of collection in accordance with the provisions of this article.
- (c) Recyclable materials shall not be placed in plastic bags and adequate precaution shall be made to prevent recyclable materials from being scattered by the elements.
- (b)c) *Unauthorized collection.* It shall be a violation of this section for any person not authorized by the town to collect or remove any recyclable materials as provided for above which has been specifically placed for collection in any recycling container in any residential area of the town.

Sec. 38.64. Vegetative waste.

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

- (a) Vegetative waste shall be collected from residential collection service customers ~~areas~~ as set forth in the franchise agreement between the town and its franchisee ~~contractor~~ and as approved by the town manager ~~Contract Administrator~~. Vegetative waste shall be placed adjacent to the pavement or travel way of the road.
- (b) Community piles.
- (1) Residential collection service customers may apply to the town annually for collection of vegetative waste by community pile to be used by more than one property.
- a. Applications must include each property that will participate in the community pile and be signed by the residential collection service customer for each property.
- b. Applications must demonstrate a need for community pile based on limitations in access, logistical issues, or safety concerns; and include the proposed location for the community pile.
- (2) Applications for community piles, and the location thereof, may be approved by the town manager, in his or her sole discretion, with input from the franchisee.
- (3) The town manager, in his or her sole discretion, may authorize community piles without application of the property owners for the benefit of the community.
- (4) Community piles do not grant residential collection service customers additional vegetative waste capacity. Additional vegetative waste placed in community piles will be charged by the franchisee on a per cubic yard basis in equal amounts to each of the properties participating in the community pile.
- (5) Commercial collection service customers are not eligible for community piles.
- (6) Community piles will follow the same pre-collection and collection rules and schedules as all other vegetative waste collection set forth in this article.
- (7) The town manager, in his or her sole discretion, may alter or terminate authorization for or location of a community at any time in the best interests of the town.
- (c) No more than six cubic yards of vegetative waste shall be placed out for pickup at a time for each residential collection service subscribed to at that property.
- (d) All ~~items~~ vegetative waste other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds and Christmas trees, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

- (e) In the event of a dispute between the franchisee ~~contractor~~ and a customer as to what constitutes vegetative waste, the situation will be reviewed and decided by the town manager, whose decision shall be final.
- (b)f) Vegetative waste may not be placed adjacent to the pavement or travel way of the road at time periods or at locations outside of those allowed by this article. In the event this occurs, the town's franchisee ~~contractor~~ may collect the vegetative waste at any time upon request from the customer and charge the customer a fee as set forth in the franchise agreement ~~with the contractor if requested by the customer~~.

Sec. 38.65. Bulk waste ~~trash~~.

- (a) It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance, refrigerator or container with any doors, lids, or closures of any type in place. This prohibition shall not apply to any appliance, refrigerator or container at a commercial establishment which has been placed on or adjacent to the rear of the building and is crated, strapped, or locked to an extent that it is impossible for a child to obtain access to any compartment thereof.
- (b) If bulk waste ~~trash~~ is placed adjacent to the pavement or travel way of the street/alley at time periods or at locations outside of those allowed by this article, the town's franchisee ~~contractor~~ may collect the bulk waste ~~trash~~ at any time upon request from the customer and charge the customer a fee as set forth in the franchise agreement ~~with the contractor if requested by the customer~~.
- (c) Bulk waste will be collected by the franchisee in accordance with the franchise agreement and may be collected as part of the residential or commercial collection service or as special services.

Sec. 38.66. Interim rates for new structures.

The town shall have the ability to charge property owners, who receive a certificate of occupancy after the ~~solid waste~~ collection services non-ad-valorem assessment roll has been provided to the Tax Collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.

Sec. 38.67. ~~Community piles.~~

~~The town may provide for the establishment of vegetative piles that may be used by more than one property owner for residential vegetative waste as approved by the town manager and its Contractor.~~

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARYANN MILES, COUNCIL MEMBER	☐	☐	
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐

CODING: Words in ~~strike-through~~ type are deletions from existing law.
Words in underlined type are additions.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____, 2021.**

Council Member _____ offered the foregoing ordinance. Council Member
_____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARYANN MILES, COUNCIL MEMBER	☐	☐	
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakesha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Office of the Town Attorney

Council Member Maryann Miles

Council Member Phillis Maniglia

CODING: Words in ~~strike through~~ type are deletions from existing law.
Words in underlined type are additions.

**Town of Loxahatchee Groves, Florida
Staff Report: Definition of Height ULDC Text Amendment.**

Ordinance 2021 – 06

PREPARED BY Jim Fleischmann

August 3, 2021

SUBJECT: Revision of the ULDC definition of the term “Height”.

1. BACKGROUND:

At the April 6, 2021, Town Council meeting while considering approval of the Lockhart Self-Storage Site Plan, there was a discussion of the definition of “Height”, as it occurs in Article 10 *Definitions, Abbreviations and Construction of Terms* Section 10-15 *Definitions* of the Town’s ULDC. The definition currently reads as follows:

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation. Sign height is defined within Article 90, “Signs.” For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the height calculation of structures placed on berms shall include the height of the berm”.

Staff was directed by Council to prepare an ordinance that more closely resembled that of Palm Beach County.

2. CURRENT ACTIVITY:

The Town Council, at its meeting on July 6, 2010, approved the following revised definition, of height, as presented in Ordinance 2021-06, on First Reading.

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, ~~provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation.~~ Sign height is defined within Article 90, “Signs.” ~~For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the~~ The height calculation of structures placed on berms shall include the height of the berm

3. ATTACHMENT: Ordinance 2021-06

4. STAFF RECOMMENDATION: Approval of Ordinance 2021-06 on Second Reading.

Town of Loxahatchee Groves, Florida
Staff Report: Definition of Height ULDC Text Amendment.

Ordinance 2021 – 06

PREPARED BY Jim Fleischmann

August 3, 2021

SUBJECT: Revision of the ULDC definition of the term “Height”.

1. BACKGROUND:

At the April 6, 2021, Town Council meeting while considering approval of the Lockhart Self-Storage Site Plan, there was a discussion of the definition of “Height”, as it occurs in Article 10 *Definitions, Abbreviations and Construction of Terms* Section 10-15 *Definitions* of the Town’s ULDC. The definition currently reads as follows:

“**Height.** For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation. Sign height is defined within Article 90, “Signs.” For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the height calculation of structures placed on berms shall include the height of the berm”.

Staff was directed by Council to prepare an ordinance that more closely resembled that of Palm Beach County.

2. CURRENT ACTIVITY:

The Town Council, at its meeting on July 6, 2010, approved the following revised definition, of height, as presented in Ordinance 2021-06, on First Reading.

“**Height.** For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, ~~provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation.~~ Sign height is defined within Article 90, “Signs.” ~~For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the~~ The height calculation of structures placed on berms shall include the height of the berm

3. ATTACHMENT: Ordinance 2021-06

4. STAFF RECOMMENDATION: Approval of Ordinance 2021-06 on Second Reading.

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING ARTICLE 10 DEFINITIONS, ABBREVIATIONS AND CONSTRUCTION OF TERMS, SECTION 10-15 DEFINITIONS OF ITS UNIFIED LAND DEVELOPMENT CODE TO REVISE THE DEFINITION OF HEIGHT: PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as ~~the~~ governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend Article 10, Section 10-15 Definitions, of its adopted Unified Land Development Code (“ULDC”); and

WHEREAS, the Town Council directed staff, at its April 6, 2021, meeting to revise the ULDC definition of “Height”, as worded in Section 2 herein; and

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

WHEREAS, the Town Council has conducted public hearings for the amendment of Article 10 Section 10-15 Definitions: and

WHEREAS, the Town Council finds that the adoption of this ordinance to revise the definition of “Height” in ULDC Article 10 Section 10-15 Definitions is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners, and residents.

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

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: That the Town Council of the Town of Loxahatchee Groves, hereby amends the definition of the term “Height” in Article 10 Section 10-15 Definitions of the ULDC to read as follows:

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip, and gambrel roofs, and to the highest point of any non-roofed structure, ~~provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation.~~ Sign height is defined within Article 90, "Signs." ~~For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the~~ The height calculation of structures placed on berms shall include the height of the berm”.

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4: Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made part of the Unified Land Development Code of the ~~Town~~ of Loxahatchee Groves, Florida, that the sections of this ordinance may be renumbered, re-lettered, and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. 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 6th DAY OF JULY 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marge Herzog, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 3rd DAY OF AUGUST 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marg Herzog, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr-, Mayor

Lakisha Burch-, Town Clerk

Laura Danowski-, Vice Mayor

Phillis Maniglia, Council Member

APPROVED AS TO LEGAL FORM:

Town Attorney

Marge Herzog, Council Member

Marianne Miles, Council Member

NOTICE OF PROPOSED UNIFIED LAND DEVELOPMENT CODE (ULDC) TEXT AMENDMENT

The Town Council of the Town of Loxahatchee Groves will consider adoption of Ordinance 2021-06 on Second Reading amending the text of the Unified Land Development Code (ULDC):

ORDINANCE 2021-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING ARTICLE 10 DEFINITIONS, ABBREVIATIONS AND CONSTRUCTION OF TERMS, SECTION 10-15 DEFINITIONS OF ITS UNIFIED LAND DEVELOPMENT CODE TO REVISE THE DEFINITION OF HEIGHT: PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

The Town Council of the Town of Loxahatchee Groves will conduct a Public Hearing on Tuesday, August 3, 2021, commencing at 7:00 p.m. to discuss proposed Ordinance 2021-06 to revise the Town of Loxahatchee Groves Unified Land Development Code. The Public Hearing of the Town Council shall be held at the Loxahatchee Groves Town Hall, 155 "F" Road Loxahatchee Groves, FL 33470. Following the Public Hearing, the Town Council will consider Second Reading to approve, approve with conditions, or deny proposed Ordinance 2021-06.

All interested parties please take due notice of the time and place of this hearing and govern yourself accordingly.

Public Comment for this meeting may be received by email, or in writing to the Town Clerk's Office up until 5:00 p.m. on the day of the hearing. Comments received will be filed and as part of the official public record for the hearing.

If a person decides to appeal any decision of the Town Council with respect to any matter considered at this meeting, the person will need a record of the proceedings and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based (FS 286.0105).

Publish: Display Ad on Friday July 23, 2021.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # Legal Report/Staff

TO: Town Council of Town of Loxahatchee Groves
FROM: Elizabeth V. Lenihan, Town Attorney
VIA: James Titcomb, Town Manager
DATE: August 3, 2021
SUBJECT: Roadway Projects and Conflicts of Interest

Background:

Since the last Town Council meeting, several Town Councilmembers have identified potential conflicts of interest on roadway projects. It is in the best interests of the Town and the Town Councilmembers to rescind previous votes on certain roadway projects due to the recognition of conflicts of interest. Staff will be bringing forward a project prioritization policy whereby the Town Council may set policy criteria for prioritization of projects, rather than prioritizing specific road projects.

Staff is identifying Town Council votes that may need to be represented for updated action(s):

Recommendations:

Move that the Town Council rescind the identified votes related to road projects.