

Monday, November 9, 2020
Immediately following the 7:00 pm
Special Called Commission Meeting



Town Hall Commission Chambers
247 Edwards Lane
Palm Beach Shores, FL 33404

**TOWN COMMISSION
WORKSHOP AGENDA**

Mayor Alan Fiers
Vice Mayor Roby DeReuil

Commissioner Bob Stanton
Commissioner Tom Mills
Commissioner Scott McCranel

Keith Davis, Town Attorney
Town Administrator Wendy Wells
Town Clerk Evyonne Browning

**PLEASE NOTE:
THIS MEETING MAY BE CONDUCTED USING
COMMUNICATION MEDIA TECHNOLOGY**

INSTRUCTION TO JOIN MEETING ELECTRONICALLY

To join meeting by computer via video/audio click or type the following link in the address bar:
<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m7f3c5f80ce576f328871da58d6c34676>

Meeting Number: 132 788 5166
Password: 1109

To join meeting by phone (voice only)
Phone Number: +1-408-418-9388 United States Toll
Access Code: 132 788 5166
Password: 1109

The entire agenda packet is available on the Town's website: www.palmbeachshoresfl.us

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MEETING AGENDA** (Additions, substitutions, deletions)
3. **DISCUSSION ITEMS**
 - a. Sign Ordinance: Revisions including garage sale signs (*Keith Davis, Town Attorney*)
 - b. Solid Waste Authority REVISED Interlocal Agreement
 - c. Golf Carts
 - d. Homeless Coalition Proclamation
 - e. Further modifications to building height Ordinance in District C:
 1. Address definition of story/floor
 2. Allow 46' height regardless of parking type
 - f. Tree Trimming in the ten-foot (10') strip
4. **PUBLIC COMMENTS:** PUBLIC PARTICIPATION AND OPPORTUNITY TO BE HEARD
5. **ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

ORDINANCE NO. 0- -20

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA AMENDING CHAPTER 58. SIGNS. PROVIDING UPDATED REGULATIONS FOR COMMERCIAL AND NON-COMMERCIAL SIGNS WITHIN THE TOWN WHICH COMPLY WITH CONSTITUTIONAL REQUIREMENTS FOR GOVERNMENT REGULATION OF EXPRESSION; REVISING DEFINITIONS, EXEMPTIONS, PROHIBITIONS, AND DESIGN & PERMITTING REQUIREMENTS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 58. SIGNS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Commission of the Town of Palm Beach Shores (the "Town") finds and determines that the Town's land development regulations are required to regulate signs as provided by Section 163.3202(2)(f), *Florida Statutes*; and

WHEREAS, the Town Commission does not wish to censor speech, but rather to provide for the public welfare by regulating signage in the Town in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information and minimizes distractions to drivers in the interests of traffic safety; and

WHEREAS, the Town Commission desires to modify and update its regulation of signs in order to respond to caselaw including *Reed v. Town of Gilbert*, 135 S. 9 Ct. 2218, 192 L. Ed. 2d 236 (2015); and

WHEREAS, the Town finds and determines that the purpose and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the Town's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, various signs that serve as signage for particular land uses are based upon content-neutral criteria in recognition of the functions served by those land uses, but not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, the Town finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the Town [*see State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); *Reed v. Town of Gilbert*, 587 F.3d 866, 980-981 (9th Cir. 2009)]; and

WHEREAS, in *Reed v. Town of Gilbert, Ariz.*, -U.S.-, 135 S. Ct. 2218, 2221, 192 L. Ed. 2d 236 (2015), the United States Supreme Court, in an opinion authored by Justice Thomas, and joined in by

Chief Justices Roberts, Scalia, Alito, Kennedy and Sotomayor, addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayor pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

WHEREAS, the Town Commission believes these code revisions, which conform to the aforementioned legal precedent, will be in the best interests of the Town of Palm Beach Shores, and will promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:

Section 1: Chapter 58. Signs. of the Code of Ordinances of the Town of Palm Beach Shores, Florida, Sections 58-1 through and including 58-54 are hereby amended to read as follows:

Chapter 58 - SIGNS

ARTICLE I. - IN GENERAL

Sec. 58-1. - Definitions.

Terms defined. For the purposes of this chapter, the following words and phrases shall have the meanings herein set forth. Any term that is used in this chapter and not defined herein should be given its common definition:

Banner. A sign that have the characters, letters, illustrations, or ornamentations applied to cloth, paper, balloons or fabrics of any kind, and which are typically hung from, among other things, a pole, a building or some other structure.

Billboard. A Commercial Speech Sign identifying a location other than the lot on which the Commercial Speech Sign is located, where a commercial transaction is offered or a Noncommercial Speech Sign identifying the location of a noncommercial event other than the Plot on which the Noncommercial Speech Sign is located. This term applies to both Permanent Signs and Temporary Signs.

Changeable Copy Sign. A Sign which is visible from outside a building and which is characterized by changeable copy, regardless of method of attachment of the copy or manual/electronic operation of the changing message.

Commercial Speech. Speech that proposes a commercial transaction, identifies a person or entity with whom a commercial transaction is offered, or identifies a place or location at which a commercial transaction is offered.

Commercial Speech Sign. A Sign containing Commercial Speech.

Copy. The linguistic or graphic content, including but not limited to Logos, contained on a Sign Face.

Directional sign - a ground sign or temporary sign designed to guide or direct vehicular traffic.

Flat wall sign - a sign attached to, or parallel to a wall, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign face.

Ground Sign. A Permanent Sign that is supported by one or more columns, upright poles or braces extended from the ground or from an object on the ground, or that is erected on the ground, when no part of the Sign is attached to any part of a building or structure.

Harmful to minors. With regard to Copy, any description or representation, in whatever form, of nudity, sexual conduct, or sexual excitement; or non-erotic word or picture; when it:

(1) Predominately appeals to the prurient, shameful, or morbid interest or is otherwise obscene in nature; and

(2) Is patently offensive to generally accepted standards in the adult community as a whole with respect to what is suitable sexual material for minors; and

(3) Taken as a whole, lacks serious literary, artistic, political, or scientific value.

Identification sign – a sign used to identify a dwelling or its occupants. Identification signs are not used to advertise services and goods provided.

Multifamily dwelling – see “Dwelling, multiple-family use,” at Palm Beach Shores Muni. Code, Appendix A, Sec. II., Pf. 2.18

Noncommercial Speech. Speech that does not propose a commercial transaction.

Noncommercial Speech Sign. A Sign on which the Copy contains only Noncommercial Speech.

Nonconforming Sign. A Permanent Sign existing on the effective date of the adoption of this ordinance which could not be installed or built under the current terms of this chapter.

Off-Site Sign. A Commercial Speech Sign identifying a location other than the lot on which the Commercial Speech Sign is located, where a commercial transaction is offered or a Noncommercial Speech Sign identifying the location of a noncommercial event other than the Plot on which the Noncommercial Speech Sign is located. This term applies to both Permanent Signs and Temporary Signs. See also “Billboard.”

Permanent Sign. A Sign intended to be displayed to the general public for a minimum of one year. Permanent Signs typically require permitting and inspections for construction or installation.

Real Estate Sign. A Temporary Commercial Speech Sign used to identify property, buildings or other real property interests that are being offered for sale, rent or lease. Such signs shall also include signs used to advertise an “open house” real estate event. Directional Signs are not Real Estate Signs.

Sandwich board Sign - a movable sign not secured or attached to the ground; a self-supporting A-frame sign.

Sign. An object designed to convey information or attract the attention of persons not on the premises on which the sign is located; provided, however, that the following shall not be included in the application of the regulations herein:

- (1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations;
- (2) Flags;
- (3) Legal notices; identification, information, or directional signs erected or required by governmental bodies;
- (4) Integral decorative or architectural features of buildings except letters, trademarks, moving parts, or moving lights;

~~The word "sign," when used in this chapter, shall mean the display of characters, letters, ornamentation, lights, mechanical fixtures, electrical fixtures or the structure on which the aforesaid are located or applied, used for identification, direction, advertising or promotional purposes, or used to convey or display a message or idea of any kind.~~

Snipe Sign. Any Sign, generally of a temporary nature, made of any material, when such Sign is tacked, nailed, posted, pasted, glued, or otherwise attached to the ground or to trees, poles, stakes, fences, or other objects, not erected, owned, and maintained by the owner of the Sign.

Temporary Sign. Any Sign that is not intended to be a Permanent Sign.

Sec. 58-2. – Purpose, intent, and scope of regulations.

- (a) ~~Purpose-In general.~~ The purpose of this chapter is to encourage the effective use of signs as a means of communication in the town; to maintain and enhance the town's aesthetic environment as well as the town's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; to foster the integration of signage with architectural and landscape designs; and to enable the fair and consistent enforcement of these sign regulations. Additionally, this chapter provides for regulations to achieve the following:

- (1) *Property value protection.* Signs should not create a nuisance to the occupancy or use of other properties as a result of their size, height, brightness, or movement. They should be in harmony with buildings, the neighborhood, and other conforming signs in the area.
 - (2) *Communication.* Signs should not deny other persons or groups the use of sight lines on public rights-of-way, should not obscure important public messages and should not overwhelm readers with too many messages. Signs can and should help individuals to identify and understand the jurisdiction and the character of its neighborhoods and commercial areas.
 - (3) *Preservation of the community's beauty.* Small towns such as Palm Beach Shores, which include a public beach and numerous public parks, as well as primarily residential uses supported by very limited commercial uses, rely heavily on their natural surroundings and beautification efforts to retain their quality of life and economic viability. This concern is reflected by the active and objective regulations of the appearance and design of signs.
- (b) *Intent.* In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this chapter are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Town's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with First Amendment jurisprudence¹.
- (c)(b) *Regulations strictly enforced.* It shall be unlawful for any persons to post, display, change or erect a sign that requires a permit without first having obtained a permit therefor in accordance with this chapter. Additionally, applications for sign permits shall be submitted to the planning and zoning board for architectural and aesthetic review and compatibility with this chapter in accordance with section 58-35 and, for certain temporary signs, in accordance with section 58-53(b)(3). Signs or sign structures erected without all necessary permits and approvals shall be deemed in violation of this chapter and it shall be mandatory to obtain the applicable permits and approvals or remove the sign immediately. All signs not expressly permitted or excepted by this chapter are strictly prohibited.

¹ (1) *Reed v. Town of Gilbert*, U.S., 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic of noncommercial temporary signs;
 (2) *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off-premise signs;
 (3) *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;
 (4) *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;
 (5) *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;
 (6) *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of regulation of commercial speech; and
 (7) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.

~~(d)~~(e) *Non-commercial message.* Notwithstanding anything contained in this chapter to the contrary, any sign erected pursuant to the provisions of this chapter may, at the option of the applicant, contain either a non-commercial message unrelated to the business located on the premises where the sign is erected or a commercial message related to the business and located on the business premises. The non-commercial message may occupy the entire sign face or portion thereof. The sign face may be changed from commercial to non-commercial messages as frequently as desired by the owner of the sign, provided that the size and design criteria conform to the applicable portions of this chapter, the sign is allowed by this chapter, the sign conforms to the requirements of the applicable zoning designation and the appropriate permits are obtained. For the purposes of this sign code, non-commercial messages, by their very nature, shall never be deemed off-premises or commercial signs.

(e) *Severability.*

(1) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.

(2) *Severability where less speech results.* This subsection shall not be interpreted to limit the effect of any applicable severability provisions in the code of ordinances or any adopting ordinance. The Town Commission specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the Town, whether by subjecting currently exempt signs to permitting or by some other means.

(3) *Severability of provisions pertaining to prohibited signs.* This subsection shall not be interpreted to limit the effect of any applicable severability provisions in the code of ordinances or any adopting ordinance. The Town Commission specifically intends that severability shall be applied to Section 58-3, "Prohibited Signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.

(4) *Severability of prohibition on off-premises signs.* This subsection shall not be interpreted to limit the effect of any applicable severability provisions in the code of ordinances or any adopting ordinance. If any or all of chapter 58. Signs, or any other provision of the Town Code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction,

the Town Commission specifically intends that the declaration shall not affect the prohibition on off-site signs.

Sec. 58-3. - Prohibited signs.

- (a) It shall be unlawful to erect any of the following types of signs:
- (1) Billboards or off-site ~~premises~~ signs.
 - (2) Flashing signs or flashing illumination, regardless of type or method.
 - (3) Reserved.
 - (4) Signs which overhang or otherwise intrude upon a street or walk or otherwise project from a building.
 - (5) Signs on a canopy or awning.
 - (6) Signs on the roof of a building or painted on the wall or roof of a building.
 - (7) Swinging signs larger than 18 inches by 24 inches.
 - (8) Any sign with an exposed unshielded light source unless the sign is placed behind a window and does not face a public street or right-of-way. For purposes of this chapter, the phrase "exposed unshielded light source" shall mean visible incandescent bulbs, neon tubes, fluorescent tubes or exposed LED illumination or mirrors reflecting a direct light source or any other light emitting device that displays the source of light.
- (b) It shall be unlawful to erect any of the following types of signs unless approved in conjunction with a special events permit (see chapter 18), or without the express prior approval of the town administrator, manager or designee, which may only be granted on a temporary basis:
- (1) ~~Banners. which are signs that have the characters, letters, illustrations, or ornamentations applied to cloth, paper, balloons, or fabrics of any kind, and which are typically hung from, among other things, a pole, a building or some other structure.~~
 - (2) ~~Signs made of any material, including paper, cardboard, wood, metal, and plastic, when such sign is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, fences, or other objects, sometimes called "Snipe signs".~~
- (c) The approval required by subsection (b) above is in addition to all other requirements and approvals required by this chapter. One temporary sign approved by subsection (b) may be placed at the location of the special event. Two additional temporary special event signs may be placed at the intersection of the road, lane, or way at which the special event is located and South Ocean Avenue, Atlantic Avenue, or Lake Drive.

Sec. 58-4. - Appeals.

Appeals from decisions of the building official under this chapter shall be permitted in accordance with applicable provisions of the Florida Building Code. Appeals from decisions of the planning and zoning board under this chapter shall be permitted in accordance with section 14-88 of the Town of Palm Beach Shores Code of Ordinances.

Sec. 58-5. - Compliance by damaged legally non-conforming signs and those being renovated or altered.

- (a) Any legally non-conforming sign damaged to the extent of 50 percent or more of the sign face or sign structure, or any combination of the two shall be brought into compliance with this chapter immediately.
- (b) Any legally non-conforming sign undergoing renovation or alteration of any kind, whatsoever, shall, for the purpose of this chapter be considered a new sign, and shall be brought into compliance with this chapter immediately.

Secs. 58-6—58-30. - Reserved.

ARTICLE II. - PERMIT

Sec. 58-31. - Permit required.

It shall be unlawful for any person to erect, post or display any sign in the town without first filing an application in writing for a permit and without first having obtained a permit as required in this article.

Sec. 58-32. - Exceptions.

The following signs shall be exempt from the permitting requirements of this chapter. An electrical permit is nevertheless required for otherwise excepted signs using electrical service:

- (1) No permit shall be required for temporary signs as described in section 58-53.
- (2) Small signs, ~~which include but are not limited to on-site directional signs, public warning signs, official government signs and commemorative plaques. Small signs are~~ limited to a sign face area of one square foot and five feet in height.
- (3) Signs erected or placed by the town on town or public property, for the general purposes of benefitting the public health, safety, and welfare.

- (4) Signs indicating occupant names, property numbers, mail/post office box numbers and other non-commercial identification of the premises, provided the signs are no larger than one square foot in area. No more than two such signs at a single lot of record may be exempt from this section unless waived by the planning and zoning board.
- (5) United States of America, State of Florida, and local government (Palm Beach Shores/Palm Beach County) flags.
- (6) Legal notices or identification and informational or directional signs erected and required by federal, state, or local law-governmental bodies.

Sec. 58-33. - Application.

Applications for permits required by this article shall be made to the building official and shall set forth the following:

- (1) The kind of sign proposed to be constructed.
- (2) The lot and location thereon upon which the sign is proposed to be located or affixed.
- (3) The plans for the proposed sign showing all existing signs location of existing and proposed signs, dimensions (including height), materials, method of construction, attachment to building or structures lighting, and building elevations. The plans shall also include color renderings of the sign, landscaping features, if applicable, and other information to assist the planning and zoning board with its architectural and aesthetic review. The building official may require additional information deemed necessary to ensure that the proposed sign complies with all applicable building code requirements.
- (4) A computation of the total allowable sign area for the site (a sign budget), which will account for any existing and proposed signage.

Sec. 58-34. - Fees.

All permit applications shall be accompanied by the applicable application fees, set by resolution of the Town Commission as may be amended from time to time.

Sec. 58-35. - Planning and zoning board review.

The planning and zoning board shall review all applications for sign permits for compliance with this chapter and shall conduct architectural and aesthetic review of all sign permit applications pursuant to

chapter 14, article II, division 5 of the Town of Palm Beach Shores Code of Ordinances. No sign permit shall be issued without planning and zoning board architectural and aesthetic review approval.

Secs. 58-36—58-50. - Reserved.

ARTICLE III. - REGULATION

Sec. 58-51. - Permissible permanent signs; restrictions on location, type.

- (a) No permanent signs or any part thereof, shall obstruct a neighboring property's line of vision drawn at an angle of 45 degrees through the corners of the building limits of the lot on which the sign is located. No portion of any permanent sign shall be closer than, or overhang a point 12 inches inside, the front or side property line of the lot upon which the sign is located.
- (b) Flood or spot lighting of permanent signs and buildings shall be directed toward the permanent sign or building as applicable and shall be arranged so that the axis of throw of light does not form an angle of less than 45 degrees with any property line. All lighting equipment shall be located within limits prescribed for signs.
- (c) Services, facilities, and accommodations offered to the public by any permanent signs shall be only those permissible under zoning restrictions applicable to that location.
- (d) In zoning districts "B" and "C" only one permanent sign per establishment shall be permitted. Size shall be limited to one quarter square foot of sign for every linear foot of lot frontage, but not to exceed 50 square feet on multiple lots. On corner lots, no permanent sign shall be placed in the area that is 30 feet back from the intersection of the lot lines (line of sight). In the case of water frontage, the permanent sign must be a flat wall sign, projecting no more than 18 inches from the wall of the building to which it is attached.
- (e) In zoning district "D", only one permanent sign per establishment shall be permitted. Size shall be limited to three-quarter square foot of sign for every linear foot of lot frontage, but not to exceed 150 square feet on multiple lots.
- (f) Signs erected or placed by the town on town or public property, for the general purposes of benefitting the public health, safety, and welfare (e.g. indicating the time and place of regularly held civic, ~~religious~~, or public service activities) ~~or meetings~~ are permitted ~~on town property~~ at areas designated by the town on Ocean Avenue and on Lake Avenue. The placement of such signs shall be allocated on a first-come, first-serve basis, so long as space is available in the town's

discretion. Such signs shall not exceed 18 inches by 24 inches in size and shall otherwise comply with all other requirements and approvals required by this chapter.

Sec. 58-52. - Wind loads.

All permanent ~~non-temporary~~ signs shall be designed to withstand horizontal wind loads as required by the Florida Building Code. The permit application for proposed signs that exceed 20 square feet in area must, in addition to the requirements of section 58-33, bear the seal of a registered professional engineer who attests to compliance with this requirement. Flat wall signs shall not project more than 18 inches from the wall of the building to which they are attached.

Sec. 58-53. - Temporary signs.

(a) No signs are permitted in zoning districts "A," "B," "C" or "D" other than ~~as permanent signs~~ allowed by section 58-51, and temporary signs allowed hereunder. Each lot, or group of lots developed as a single property, is permitted to display temporary signs, subject to the following specific conditions:

(1) Commercial speech temporary real estate signs.

- a. One temporary sign advertising the sale or rent of the property may be placed on the property so it can be viewed from the street. Such signs may be a maximum of 12 by 18 inches in size, must have a forest green background, white copy, and be mounted on a black post no higher than four feet above the ground to the top of the sign. Uniform, yet unique appearance for such signs advances overall aesthetic interests of the town since these types of temporary signs are more common than others. In addition, sign uniformity for such signs allows law enforcement and code compliance personnel to easily differentiate properties that are being sold or rented. Such signs may remain as long as the property is for sale or for rent and must be removed upon the completion of the sale or rental activity.
- b. For waterfront property located on Inlet Drive or Lake Drive, one additional temporary sign advertising the sale or rent of the property may be placed on the property so it can be viewed from the water, but not from the street. In order that these temporary signs can be viewed by traveling watercraft and others on the water, without compromising the overall aesthetic interests of the town, they may be up to, but not in excess of, 24 square feet in area, with a length of such sign not exceeding twice the height. Such signs may

remain as long as the property is for sale or for rent and must be removed upon the completion of the sale or rental activity.

- c. For multifamily dwelling structures under construction on property in zoning districts "B," "C" or "D" and for units thereof being offered for sale or rent, a temporary "for sale" or "for rent" sign may be placed on the subject property subject to the following specific conditions:

- (1) The sign may be mounted flat against the building in which the units are offered or may be free standing within the property lines of the lot and outside the town-owned ten-foot strip. In either case such sign shall not exceed 24 square feet in area, with a length of such sign not in excess of twice the height.
- (2) In the alternative, during construction only, the required silt screen, or any portion thereof, may incorporate such sign.
- (3) If building plans have been approved by the town for a proposed multifamily dwelling structure on property in such zones, the planning and zoning board will review the plans and specifications for a temporary sign which may be granted for a period of one year and for one-year extension upon written request to the building official and the approval of the planning and zoning board.
- (4) As a condition of the temporary permission granted for the placement of signs under this subsection (b), the owner agrees, upon written notice that the town considers such signs unsafe, to dismantle and remove the same within 24 hours of receipt of such notice. Upon the owner's failure to do so, the town may remove and hold such signs at the owner's expense.

- e. ~~Permanent signs erected pursuant to the permitting process set forth in article II of this chapter are specifically excluded from this category of sign.~~

- (2) d. ~~In addition to the above signs, whenever~~ When the owner or the owner's agent is present upon the property, one "open house" sign or "garage sale" sign or other sign advertising an similar commercial event at the property may be displayed on the property so it can be viewed from the street. Two additional signs may be placed off-site on private property located on the same street as the property holding the commercial event, and with the express written permission of the off-site property owner. One additional sign may be placed off-site on town property, along the intersection of the road, land, or way along which the garage sale or open house is located and ~~South Ocean Avenue, Atlantic Avenue,~~

~~or Lake Drive. Uniform, yet unique appearance for such signs advances overall aesthetic interests of the town since these types of temporary signs are more common than others. In addition, sign uniformity for such signs allows law enforcement and code compliance personnel to easily differentiate properties that are conducting these permitted activities. As such, the Town will provide these temporary signs for use by the commercial event holder. A refundable deposit, set by resolution of the Town Commission as may be amended from time to time, may be imposed for use of these signs. Such signs are not restricted by color or shape but may not exceed 18 by 24 inches in size and shall be mounted no higher than four feet above the ground to the top of the sign. Such signs may be placed no earlier than noon of the day preceding the day that the open house, garage sale, or other commercial event is occurring remain as long as the open house, garage sale, or other commercial event is occurring, and must be removed upon the completion of the open house, garage sale or other event activity.~~

(2 3) Commercial speech temporary construction signs.

- a. One temporary construction sign per lot is allowed so long as a town building permit has been issued for the construction denoted on the sign. This sign shall not exceed 24 square feet in area, with a length of such sign not exceeding twice the height.
- b. For waterfront property located on Inlet Drive or Lake Drive, one additional temporary construction sign may be placed on the property so it can be viewed from the water, but not from the street, so long as a town building permit has been issued for the construction denoted on the sign. This sign shall not exceed 24 square feet in area, with a length of such sign not exceeding twice the height.
- c. Temporary construction signs may remain as long as the construction activity is occurring pursuant to a validly issued building permit and must be removed upon the final inspection or issuance of the certificate of occupancy.

(3 4) Commercial speech temporary storefront advertising signs.

On commercial properties that are open to the public in zoning districts "C" and "D," one portable A-frame or sandwich-type sign per lot, or group of lots developed as a single property, may be displayed for view by passing motorists or pedestrians. Such signs may be displayed at all times that the activity or business being advertised is open to the public. Such signs shall be removed during all other times. Such signs shall not interfere

with motorist or pedestrian traffic in any right-of-way or on any sidewalk. Such signs shall not exceed 36 inches tall by 24 inches wide.

(4) Commercial speech temporary sign locations.

All temporary signs must be located within the property line of the lot and outside the town-owned ten-foot strip. However, in zoning district "A" temporary real estate signs may also be placed in the five feet of the town-owned ten-foot strip that is adjacent to the property line of the lot. Further, on commercial properties that are open to the public in zoning districts "C" and "D", temporary A-frame signs may be located in the five feet of the town-owned ten-foot strip that is adjacent to the property line of the lot.

~~(b) For multifamily dwelling structures under construction on property in zoning districts "B," "C" or "D" and for units thereof being offered for sale or rent, a temporary "for sale" or "for rent" sign may be placed on the subject property subject to the following specific conditions:~~

~~(1) The sign may be mounted flat against the building in which the units are offered or may be free standing within the property lines of the lot and outside the town-owned ten foot strip. In either case such sign shall not exceed 24 square feet in area, with a length of such sign not in excess of twice the height.~~

~~(2) In the alternative, during construction only, the required silt screen, or any portion thereof, may incorporate such sign.~~

~~(3) If building plans have been approved by the town for a proposed multifamily dwelling structure on property in such zones, the planning and zoning board will review the plans and specifications for a temporary sign which may be granted for a period of one year and for one-year extension upon written request to the building official and the approval of the planning and zoning board.~~

~~(4) As a condition of the temporary permission granted for the placement of signs under this subsection (b), the owner agrees, upon written notice that the town considers such signs unsafe, to dismantle and remove the same within 24 hours of receipt of such notice. Upon the owner's failure to do so, the town may remove and hold such signs at the owner's expense.~~

(5) Non-commercial speech temporary signs.

a. Associated with a definite event. One non-commercial speech temporary sign per lot or parcel associated with a definite event shall be permitted. By way of example: religious services for a particular holiday are one definite event; Multiple candidates running for office as well as individual ballot questions related to a particular issue all occurring at the

same election are each separate definite events; A birthday party is one definite event. Such signs shall not exceed 18 by 24 inches in size, shall be mounted no higher than four feet above the ground to the top of the sign, and shall be removed upon the completion or conclusion of the event for which they were placed.

b. Not associated with a definite event. One non-commercial speech temporary sign per lot or parcel not associated with any definite event shall be permitted. There is no time duration for such non-commercial speech temporary sign. By way of example: signs generally expressing allegiance (or opposition) to a school or sports team; or signs generally expressing support (or opposition) to an ideological, social, familial or political concept are not associated with any definite event. Such signs shall not exceed 18 by 24 inches in size and shall be mounted no higher than four feet above the ground to the top of the sign.

~~(c) Nothing in this chapter shall be construed to limit the use of political signs or signs exercising the right to freedom of speech. Such signs shall not exceed 18 by 24 inches in size, shall be mounted no higher than four feet above the ground to the top of the sign, and shall be removed upon the completion of the election or political event, if applicable, for which they were placed.~~

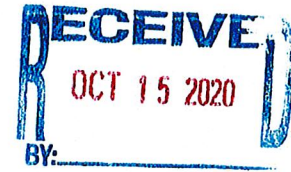
~~(b) d)~~ All temporary signs shall conform to the size, location, and duration requirements of this section. The maximum combined square footage for all temporary signage on any lot, or group of lots developed as a single property at any given time, excluding signs permitted to be placed pursuant to section 58-53(a)(1)b. and section 58-53(a)(3)b. shall not exceed 24 square feet.

~~(c) e)~~ Any temporary sign placed anywhere within the town, that is in violation of this section, may be removed immediately by the town and shall be held by the town at the owner's expense.

Sec. 58-54. - Shop and store identification.

Nothing in this chapter shall be construed to limit the use of signs other than those prohibited by section 58-51 which are customarily placed within a multi-use facility to identify the shops or stores located within said resort or other multi-use facility, provided that such stores or shops do not open or front upon any street or waterway.

ITEM 3b
11-9-20 Workshop



Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, FL 33404
Attn: Evyonne Browning

October 9, 2020

Dear valued municipal partner,

As you are aware, during last legislative session, the Governor signed CS/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts each of us regarding residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities or counties and private waste haulers with the intended goal of reducing contamination in recycling. Attached, for your reference, please find a copy of CS/HB 73 Section 1 (Bill), (ATTACHMENT A) detailing the specific requirements.

The Solid Waste Authority of Palm Beach County (Authority) is the entity responsible for providing the county-wide recycling program, achieving the state-mandated recycling goals, and operating the Recovered Materials Processing Facility. As such, the Authority believes that, to help ensure a consistent county-wide program, it is in our collective best interest to provide our municipal partners with a common framework to be utilized in developing future procurement and/or contract renewal documents for private waste hauling services that comply with the new legislative requirements.

To that end we have revised our existing Interlocal Agreement (ILA) relative to the new requirements and we believe that the revised ILA contains the language that meets all of the requirements of the new law. We have also taken this opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the current ILA. Accordingly, attached please find the current draft of the revised ILA for your consideration (ATTACHMENT B).

As the future need arises for you to solicit new or renew existing waste collection contracts, as your solid waste and recycling partner, we strongly encourage you to review the attached Bill and address the specific requirements utilizing the language provided in the revised ILA or, alternately, include the revised ILA as an exhibit referencing the appropriate sections.

Additionally, and as another initiative to reduce inbound recycling contamination, we also recommend that for future bids, RFPs or collection contract renewals your municipality include specific language requiring a rear-load split-body compacting recycling vehicle with one

compartment dedicated to paper/fiber products and one compartment dedicated for other recovered materials (containers). It is our experience that this type of collection vehicle significantly reduces cross-contamination. We have attached our contract specification for the type of recycling collection vehicle for your reference and consideration (ATTACHMENT C).

Again, we thank you for our great partnership as we work together to serve our customers with the highest level of quality collection service possible. Should you have any questions or concerns please feel free to contact Mr. John Archambo at (561) 315-2010 or email at jarchambo@swa.org.

Sincerely,



Dan Pellowitz
Executive Director

Enclosure: ATTACHMENT A) CS/HB 73 Section I
 ATTACHMENT B) Draft Revised ILA
 ATTACHMENT C) SWA Haulers Agreement, Section 14 - Collection Vehicles

ATTACHMENT A

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

1
2 An act relating to environmental regulation; amending
3 s. 403.706, F.S.; specifying requirements for
4 contracts between residential recycling collectors or
5 recovered materials processing facilities and counties
6 or municipalities for the collection or processing of
7 residential recycling material; providing that a
8 residential recycling collector or recovered materials
9 processing facility is not required to collect,
10 transport, or process contaminated recyclable material
11 except pursuant to specified contractual requirements
12 after a contract is executed; defining the term
13 "residential recycling collector"; providing
14 applicability; amending s. 403.813, F.S.; prohibiting
15 local governments from requiring further verification
16 from the Department of Environmental Protection for
17 certain projects; revising the types of dock and pier
18 replacements and repairs that are exempt from such
19 verification and certain permitting requirements;
20 providing an effective date.

21
22 Be It Enacted by the Legislature of the State of Florida:
23

24 Section 1. Subsection (22) of section 403.706, Florida
25 Statutes, is renumbered as subsection (23), and a new subsection

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

26 (22) is added to that section, to read:

27 403.706 Local government solid waste responsibilities.—

28 (22) (a) Each contract between a residential recycling
29 collector and a county or municipality for the collection or
30 transport of residential recyclable material, and each request
31 for proposal or other solicitation for the collection of
32 residential recyclable material, must include all of the
33 following:

34 1. The respective strategies and obligations of the county
35 or municipality and the residential recycling collector to
36 reduce the amount of contaminated recyclable material being
37 collected.

38 2. The procedures for identifying, documenting, managing,
39 and rejecting residential recycling containers, truck loads,
40 carts, or bins that contain contaminated recyclable material.

41 3. The remedies authorized to be used if a container,
42 cart, or bin contains contaminated recyclable material.

43 4. The education and enforcement measures that will be
44 used to reduce the amount of contaminated recyclable material.

45 5. A definition of the term "contaminated recyclable
46 material" that is appropriate for the local community.

47 (b) Each contract between a recovered materials processing
48 facility and a county or municipality for processing residential
49 recyclable material, and each request for proposal or other
50 solicitation for processing residential recyclable material,

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

51 must include all of the following:

52 1. The respective strategies and obligations of the county
53 or municipality and the facility to reduce the amount of
54 contaminated recyclable material being collected and processed.

55 2. The procedures for identifying, documenting, managing,
56 and rejecting residential recycling containers, truck loads,
57 carts, or bins that contain contaminated recyclable material.

58 3. The remedies authorized to be used if a container or
59 truck load contains contaminated recyclable material.

60 4. A definition of the term "contaminated recyclable
61 material" that is appropriate for the local community.

62 (c) After a contract is executed, a residential recycling
63 collector is not required to collect or transport contaminated
64 recyclable material, except pursuant to a contract consistent
65 with paragraph (a). As used in this subsection, the term
66 "residential recycling collector" means a for-profit business
67 entity that collects and transports residential recyclable
68 material on behalf of a county or municipality.

69 (d) After a contract is executed, a recovered materials
70 processing facility is not required to process contaminated
71 recyclable material, except pursuant to a contract consistent
72 with paragraph (b).

73 (e) This subsection applies to each contract between a
74 municipality or county and a residential recycling collector or
75 recovered materials processing facility executed or renewed

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

76 after October 1, 2020.

77 (f) This subsection applies only to the collection and
78 processing of material obtained from residential recycling
79 activities. As used in this subsection, the term "contaminated
80 recyclable material" refers only to recyclable material that is
81 comingled or mixed with solid waste or other nonhazardous
82 material. The term does not include contamination as that term
83 or a derivation of that term is used in chapter 376 and other
84 sections of chapter 403, including, but not limited to,
85 brownfield site cleanup, water quality remediation, drycleaning-
86 solvent-contaminated site cleanup, petroleum-contaminated site
87 cleanup, cattle dipping vat site cleanup, or other hazardous
88 waste remediation.

89 Section 2. Subsection (1) of section 403.813, Florida
90 Statutes, is amended to read:

91 403.813 Permits issued at district centers; exceptions.—

92 (1) A permit is not required under this chapter, chapter
93 373, chapter 61-691, Laws of Florida, or chapter 25214 or
94 chapter 25270, 1949, Laws of Florida, and a local government may
95 not require a person claiming this exception to provide further
96 department verification, for activities associated with the
97 following types of projects; however, except as otherwise
98 provided in this subsection, this subsection does not relieve an
99 applicant from any requirement to obtain permission to use or
100 occupy lands owned by the Board of Trustees of the Internal

ATTACHMENT B

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING
RECYCLING PROGRAM**

THIS Agreement, made and entered into this ____ day of _____, 20__ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **CITY OF _____**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, the CITY desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, in addition, the CITY provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

WHEREAS, the CITY wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the CITY together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the Authority, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.
2. Definitions:
Acceptable Load – Any load of otherwise Designated Recyclables that contains no Prohibited Material and a maximum of 12% Contamination in total, or the Container component contains no Prohibited Material and a maximum of 12% Contamination and

the Fiber component contains no Prohibited Material and a maximum of 5% Contamination.

Acceptable Material – Designated Recyclables as defined herein.

Combined-Haul City – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the Authority.

Containers – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

Contaminated Recyclable Material – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

Contamination – Any material not included in the definition of Designated Recyclables.

Corrugated Cardboard – Containers having liners of either test liner, jute, or kraft.

Designated Facility – The Authority's Recovered Materials Processing Facility (RMPF), the Authority's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the Authority or any other sites designated by the Authority for recycling. The Authority reserves the right to add or delete approved facilities with reasonable notice.

Designated Recyclables – Fiber and Containers as defined herein or other materials as the Authority may designate.

Equivalent Residential Unit (ERU) – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

Fiber – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

Mixed Paper – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

Municipal Solid Waste or MSW – Garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Net Revenue – Residential Recovered Materials Revenue minus Processing Cost.

Private Hauler – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the municipality.

Processing Cost – The sum(s) due and payable to the contract operator of the RMPF by the Authority.

Prohibited Material – Hazardous, medical or biological waste.

Public/Self Hauler – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

Recovered Materials Processing Facility (RMPF) – A facility owned by the Authority that processes Recyclable Material.

Recyclable Material – Includes Containers and Fiber.

Residential Recovered Materials Revenue – Total earned revenue from the sale of designated Residential Recovered Materials.

Residential Recovered Materials – Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

Self-Haul City – A municipality that collects its own Residential Recovered Materials and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Sorted Office Paper – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

Sorted White Ledger – White ledger or computer printout paper.

Unacceptable Load – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

Unacceptable Material – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the Authority and the CITY which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.
4. The CITY agrees that all MSW and Designated Recyclables collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.
5. The CITY agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the CITY's MSW and Designated Recyclables are being delivered to a Designated Facility.

6. The Authority agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the CITY in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul City or a Combined-Haul City. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.
7. The Authority agrees to maintain its Designated Facilities to ensure adequate capacity for the CITY's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.
8. Collection of Designated Recyclables

A. Residential

Individual residents/homeowners shall be encouraged by the CITY to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the Authority the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

The Authority retains the right to modify the manner in which materials are set out for collection with reasonable notice to the CITY. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the CITY to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted White Ledger,

Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the CITY and the Authority.

The Authority reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the City with reasonable notice to make those changes.

9. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the Authority and the CITY may enter into a separate agreement to provide for payment to the CITY for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

10. Transportation and Equipment

The CITY shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The Authority or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the CITY, at no charge to the CITY, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

11. Improperly Prepared and Sorted Recyclable Materials

When a collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

- A. The collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or CITY approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the CITY or Authority recycling coordinator for further information. Upon request of the CITY, the Authority will provide rejection procedure training for the route drivers. The Authority and the CITY will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the CITY's ability to have its collector fulfill the CITY's recycling needs, the CITY agrees to notify the Authority when preparing the CITY's future Request for Proposals or Bid for collection services.

- B. It shall be the responsibility of the CITY or its Private Hauler to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem

persists, the CITY shall notify the Authority, who shall then assist the CITY in resolving the problem.

12. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the CITY's responsibility to make sure it or its Private Hauler has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its Private Hauler shall be responsible for replacement of any recycling container(s) damaged during service at no cost to the Authority. The Authority reserves the right to add or delete different size containers and when doing so will provide the City with reasonable notice to make those changes.

13. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

14. Delivery of Unacceptable Loads

If the City delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the CITY or its Private Hauler will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The Authority will notify the CITY or its contractor immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the CITY.

15. Promotion and Education Responsibilities

The Authority will provide recycling containers and assist in promoting and educating residents within the CITY in an effort to increase recyclable tonnages and reduce Contamination.

16. Delivery of Designated Recyclables

The CITY agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the CITY be delivered to Designated Facilities as defined herein. The CITY will take such action as is

necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

17. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The Authority will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

18. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

19. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:	For the CITY:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	

20. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

As to the Authority:

WITNESSES:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Daniel Pellowitz, Executive Director

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY

General Counsel to the Authority

Sandra J. Vassalotti, Clerk to the Authority

Date: _____

Date: _____

(Affix SWA Seal)

ATTEST:

As to the CITY:

(Affix Municipal Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

CITY

Date: _____

SWA Haulers Agreement Excerpt

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING
RECYCLING PROGRAM**

THIS AGREEMENT, made and entered into this 15th day of Oct, 2009 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **TOWN OF PALM BEACH SHORES**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called the "Town".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, Chapter 403, Part IV, *Florida Statutes* encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

WHEREAS, the Town desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, the Town provides for the collection of Solid Waste from the residents and businesses and Residential Recovered Materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of Solid Waste and Residential Recovered Materials; and

WHEREAS, the Town wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of Solid Waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the Authority and the Town wish to enter into this Interlocal Agreement to set out the terms of this coordinated program;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Town, its constituents and the Authority, it is agreed as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the delivery of municipal Solid Waste to Designated Facilities and for the operation of a recycling program between the Authority and the Town in this combined agreement which upon execution by both parties shall automatically rescind the **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.

2. Delivery

The Town agrees that all Solid Waste and Residential Recovered Materials collected by or on behalf of the Town shall be disposed of at a Designated Facility in accordance with this Agreement.

3. Information

The Town agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the Town's Solid Waste and Residential Recovered Materials are being delivered to a Designated Facility.

4. Revenue Sharing

The Authority agrees to pay the Town a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the Town on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. Net Revenues are defined as Recovered Residential Materials Revenue less Processing Cost. The Net Revenue distribution formula will be based on Equivalent Residential Units (ERU's) serviced by the Town in relation to the total number of these units for all county municipalities less the ERU's serviced by participating Self Haul Cities or on the actual amount delivered for municipalities that haul their own material. (see Ex. A.)

5. Facility Availability

The Authority agrees to maintain its disposal facilities to ensure adequate capacity for the Town's Solid Waste and Residential Recovered Materials and to operate within all applicable local, state and federal environmental guidelines.

6. Compliance with Zoning Ordinances

Any transfer and/or disposal of Solid Waste and Residential Recovered Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The Town further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

7. Collection of Recyclable Material

Individual residents/homeowners shall be encouraged by the Town to separate their Solid Waste into Recyclable Material and non-Recyclable Material. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Residential Recovered Materials will be deposited.

The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the Town.

The Authority reserves the right to add or delete allowable Recyclable Materials and when doing so will provide the Town with sufficient notice to make those changes.

8. Commercial Recycling Revenue Share

As a further incentive for the Town to actively pursue commercial recycling, the Authority and the Town may enter into a separate agreement to provide for payment to the Town for certain high quality separated materials. Types of commercial recyclable materials eligible for payment shall be determined by the Authority.

9. Improperly Prepared Residential Recovered Materials

The Town will make every reasonable effort to ensure that the collector picks up all Residential Recovered Materials and delivers Acceptable Loads to a Designated Facility.

As a means of strengthening the Town's ability to have its collector fulfill the Town's recycling needs, the Town agrees to notify and consult with the Authority when preparing the Town's future request for collection franchise bids.

It shall be the responsibility of the Town or its collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the Town shall notify the Authority, who shall then assist the Town in resolving the problem.

10. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. The Authority will periodically replace these containers at its cost to allow for normal wear and tear.

It is the Town's responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage. The Town or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the Authority.

12. Unacceptable Loads

In the event that a load of supposed Residential Recovered Materials delivered to a Designated Facility when dumped contains:

- 1) In total less than 88% by volume Recyclable Material or
- 2) the Container Recyclable Material load contains less than 88% Container Recyclable Material or
- 3) the Fiber Material load contains less than 95% Fiber Material, then

it shall be deemed an Unacceptable Load and the Authority has the right to reject the load and to charge the Town the full disposal fee for each ton within the load. In the event that the same vehicle delivers subsequent Unacceptable Loads, the Town shall also be penalized a base fine of \$250 times the number of offenses (Example: fourth offense = \$1,000.00).

13. Promotion and Education Responsibilities

The Authority will provide recycling bins/containers and assist in promoting and educating residents within the Town in an effort to work together and increase recyclable tonnages.

14. Scavenging

The Town will take such action as is necessary and reasonable to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the Town.

15. Term

This Agreement shall begin on the later of its effective date or October 1, 2009 and continue through September 30, 2014 and shall automatically be renewed for successive five (5) year periods. Either party may terminate this agreement on any renewal date by providing written notice to the other party by the preceding April 30th. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

16. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

17. Notices.

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual,

For the Authority:	For the Town:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404 Attention: Town Clerk

18. Severability

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the later of October 1, 2009 or the day and year first above written:

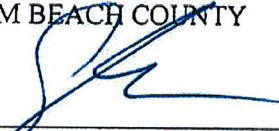
WITNESSES:

As to the Authority:
SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY


Mark Hammond, Executive Director

ATTEST:

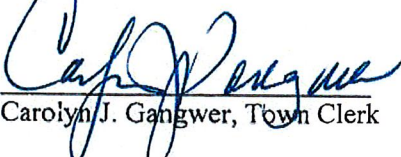
SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY


Sandra J. Vassalotti, Clerk to the Authority

As to the TOWN:


ATTEST:

TOWN OF PALM BEACH SHORES

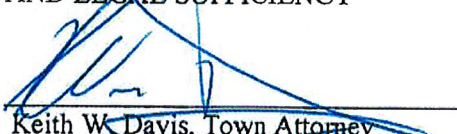

Carolyn J. Gangwer, Town Clerk
(Affix Municipal Seal)


John M. Workman, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Legal Counsel
Solid Waste Authority of Palm Beach County

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Keith W. Davis, Town Attorney

Date: 10/15/09

Date: 10-1-2009

Recovered Materials Revenue Sharing Program

Definitions:

Acceptable Load - Any load of otherwise Residential Recovered Material that contains no Prohibited Material and a minimum of 88% Recyclable Material in total, the containerized material component contains a minimum of 88% Container Recyclable Material and the fiber component contains a minimum of 95% Fiber Material.

Acceptable Material - Container Material and Fiber

Container Recyclable Material - Includes aluminum cans, foil and pans; aseptic containers; gable-topped containers; glass bottles and jars (green, brown and clear); and plastic containers #1-7 (except Styrofoam). Upon commencement of operation of the new RMPF (est. 10/09) steel cans may be added to this category.

Combined Haul City - A political subdivision that has executed this Agreement and delivers its Residential Recovered Materials to the Authority along with Residential Recovered Materials collected from residential properties from other political subdivisions participating in the Revenue Sharing program.

Designated Facility - The Authority's RMPF, RMRF, any SWA owned and operated transfer station or any other facility specifically authorized by the SWA.

Equivalent Residential Unit (ERU) - Single Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal .75 ERUs.

Fiber Material - Includes newspapers (including inserts); magazines and catalogs; phone books; corrugated cardboard; and kraft bags. Upon commencement of operation of the new RMPF (est. 10/09) Residential Mixed Paper may be added to this category.

Net Revenue - Recovered Residential Materials Revenue minus Processing Cost

Processing Cost - RMPF Operator's Fee

Prohibited Material - Hazardous, medical or biological waste

Recyclable Material - Includes Container Recyclable Material and Fiber

Residential Mixed Paper - Includes cereal boxes and junk mail

Recovered Residential Materials Revenue - Total earned revenue from the sale of Residential Recovered Materials

Residential Recovered Materials - Acceptable Materials collected from residential units less Unacceptable Materials and Prohibited Materials delivered to the Authority's Designated Facilities

Revenue Share - Approved percentage to be applied to Net Revenue for payment to participants. The minimum shall be 50%.

Recovered Materials Processing Facility (RMPF) - A new facility that will replace the RMRF. Estimated date of operation is 10/1/2009.

Residential Materials Recycling Facility (RMRF) - The existing Residential Materials Recycling Facility. A replacement facility (RMPF) is under construction and expected to be operational on or about October, 2009.

Self Haul City - A political subdivision that has executed this Agreement and collects its own Residential Recovered Materials and no other material and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials and no other material on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Solid Waste . Solid waste means garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Unacceptable Material - Any material other than Acceptable Material and Prohibited Material

Revenue Share Calculations

The Net Revenues to be shared will consist of the Recovered Residential Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage (minimum 50%) to set the program price to be paid for the quarter.

Each participating municipality will either be classified as a Self Haul City or a Combined Haul City. Self Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to an approved facility. The others will share the balance of those revenues in proportion with their total ERU's serviced in comparison to the totals for all cities in Palm Beach County except the Self Haul Cities.

Participating entities will be required to sign an ILA that automatically renews at the end of each term. Either party may terminate the ILA early effective any renewal date with a minimum of five months notice.

The Authority will continue to provide the necessary bins and ongoing education and advertising as provided in this Agreement.

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. 335.0415 if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and

2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental

entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.

**PROCLAMATION OF THE
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
DECLARING NOVEMBER 15-22, 2020 AS
NATIONAL HUNGER & HOMELESSNESS AWARENESS WEEK**

WHEREAS, the State of Florida ranks third in the nation for the highest homeless population and one in seven of the state's population struggles with hunger; and

WHEREAS, the Palm Beach County 2020 Homeless Point-In-Time Count identified 1,510 individuals and families experiencing homelessness, and the Palm Beach County Hunger Relief Plan indicates that more than 300,000 residents struggle with hunger; and

WHEREAS, the purpose of Hunger and Homelessness Awareness Month is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Palm Beach County for very low-income residents, and to encourage support for homeless assistance service providers, as well as community service opportunities for students and school service organizations; and

WHEREAS, the Palm Beach County Homeless Advisory Board has developed Leading the Way Home, a robust ten-year plan, designed as the next phase of ending homelessness in Palm Beach County; and

WHEREAS, the intent of Hunger and Homelessness Awareness Week is consistent with the activities of the Homeless Advisory Board, Homeless Coalition, Homeless and Housing Alliance, Palm Beach County Food Bank, The Lord's Place, Gulfstream Goodwill Industries, Adopt-A-Family, and other service providers in Palm Beach County.

NOW, THEREFORE, I, Alan Fiers, Mayor of the Town of Palm Beach Shores, do hereby proclaim this ____ day of 2020 that the week of November 15-22, 2020 in Palm Beach County is hereby declared:

National Hunger & Homelessness Awareness Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Palm Beach Shores, Florida to be affixed this, _____, 2020.

Mayor

Dear Mayor Alan Fiers,

National Hunger and Homeless Awareness Week is November 15-22, 2020. The week provides an excellent opportunity for our city to show its support to end hunger and homelessness on the local level. Moreover, it is a wonderful opportunity to educate the public on the seriousness of homelessness and the prevalence of this crisis in Palm Beach County.

The Homeless Coalition would be honored if the Town of Palm Beach Shores could sponsor an official proclamation to recognize National Hunger and Homeless Awareness Week. Your proclamation would lend official recognition to the important work of educating the public on homelessness, as well as emphasizing your commitment to ending this crisis. I have enclosed a sample proclamation which may help your office compose an appropriate proclamation for your municipality.

We will be working in partnership with the Homeless Advisory Board, the Homeless and Housing Alliance, The Lord's Place, Gulfstream Goodwill Industries, Adopt-a-Family, and PBC Food Bank on this proclamation, because working together is the only way to reduce homelessness and end food insecurity in our community.

If you or your staff have any questions concerning our request, the sample proclamation, or National Hunger and Homeless Awareness Week, please call me directly at **561-385-4473**. I will follow up with your office on this request in the next few days. As always, we appreciate your support of National Hunger and Homeless Awareness Week and its goal.

Thank you for kind consideration of this special request, and for your service to the citizens of your municipality.

Sincerely,



Pamela Payne
Chief Executive Officer
Enclosure

On the topic of trees in the 10-foot strip, see the definition of landscaping at Code Sec. 78-51:

Landscaping shall consist of any of the following or a combination thereof: material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, **trees or palms**, and nonliving durable material commonly used in landscaping such as but not limited to rocks, pebbles, sand, mulch, walls or fences, but excluding paving. Xeriscape is encouraged as a landscaping method. Shrubs required by this article shall be self-supporting, woody, evergreen species, indigenous or adaptable to this area or this county.

See also landscaping maintenance requirements at Code Sec. Sec. 78-79:

- a. The **owner, tenant and their agent**, if any, shall be **jointly and severally responsible for the maintenance of all landscaping**, which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. The responsibility for **maintenance as set forth in this section shall include the areas between the property line and road pavement directly in front of the site**. All landscaped areas shall be provided with a readily available water supply with at least one outlet located within 50 feet of all plant material to be maintained.
- b. Landscaping on any lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance when viewed from the street and from abutting lots. The maintenance shall include providing sufficient water and fertilizer to insure healthy plant material, prompt removal of dead plant material and debris, pruning to control rampant growth of plants and mowing of lawns and other areas covered by grass to keep such grass at an acceptable height. Owners of dwellings which are unoccupied or closed for extended periods of time shall make arrangements for the maintenance of the landscaping on the lot on which the dwelling is located. When a lot is considered an eyesore or a nuisance because of improper maintenance of the landscaping, the owner of the lot will be notified by the town and requested to correct the condition within ten days. If the unsatisfactory condition is not corrected, the town will make arrangements to correct it and bill the owner of the property.
- c. All landscaping and vegetation, including trees, that encroaches onto neighboring property shall be the maintenance responsibility of the property owner upon whose property said vegetation is planted. This shall not limit or restrict any rights of the property owner upon whose property said vegetation has encroached to take any lawful action to address said encroachment.

The red text is reference to the 10-foot strip. If the Town Commission desires the Town to be responsible for the maintenance of these trees, this code should be revised to provide for that. Note that it is a common thing in many (if not most) jurisdictions for the adjacent property owner to be responsible for the landscaping in this area in the adjacent ROW.

Keith W. Davis, Esquire
Attorney