



Town of Glen Ridge

1501 Glen Road • Glen Ridge, FL 33406

Phone: (561) 697-8868 • Facsimile: (561) 697-1755

E-mail: glenridgetownof@bellsouth.net

TOWN COUNCIL MEETING AGENDA

4 October 2023, 7:00 P.M.

CALL TO ORDER: Town Council of the Town of Glen Ridge

ROLL CALL:

PBSO/PBC F/R MONTHLY REPORT:

PUBLIC COMMENT:

APPROVAL OF MINUTES: 2 August 2023

FINANCE REPORT: August 2023 (September 2023 End of FY)

MAYOR'S REPORT:

COUNCIL'S REPORT:

ATTORNEY'S REPORT:

CORRESPONDENCE:

CLERK'S REPORT: See attached printed report

OLD BUSINESS:

NEW BUSINESS:

- Ordinance 2023-2 review and first reading
- Council vacancy
- Code enforcement update
- Election caucus
- HUD Interlocal Agreement
- Septic to Sewer Update
- Public Works Assistant request

ADJOURNMENT:

SHOULD ANY PERSON SEEK TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, SUCH PERSON WILL NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THAT APPEAL IS TO BE MADE.



TOWN OF GLEN RIDGE
COUNCIL MEETING MINUTES
2 August 2023 --7:00 P.M.

Jim Ussery called the meeting to order at 7:00 p.m. John Deal called the roll. Council Member Eckerson was excused. A quorum was attained.

Town Officials:	Matt Hadden	Council Member
	Allen Minars	Council Member
	Gary Sullivan	Council Member
	Jim Ussery	Council President
	Alice McLane	Mayor

Also present: Town Attorney Doug MacGibbon, Town Manager John Deal.

PBSO/PBCFR MONTHLY REPORT

PBSO – No Report; PBC F/R - No report

PUBLIC COMMENT: Several residents of Taylor Rd expressed concerns about security and traffic speed; item was added to New Business.

APPROVAL OF MINUTES: 7 June 2023 (Hadden /Minars, M/S/C unanimously).

FINANCE REPORT – Filed report for May/June 2023

MAYOR'S REPORT- None

COUNCIL'S REPORT – Council Member Sullivan reported on boat parked at 4030 Gem Lake; it had already been reported to Code Enforcement. Also an illegal wrecker in back yard. Code Enforcement will be alerted.

ATTORNEY'S REPORT – None

CORRESPONDENCE – None

CLERK'S REPORT – See attached printed report

OLD BUSINESS

- Council heard revised storage unit proposal for Southern Blvd from Sam Bonamo and his associate; Council took no formal action, but encouraged the presenters to begin the formal plan approval process.
- Manager reported that resident at 4050 Windham has met the demand of Council that the new construction be painted, yard be leveled off, and grass planted prior to 31 July.
- Manager reported that the new speed hump on Churchill was installed on 24 July in the location specified by Stormwater J engineers.

NEW BUSINESS

- Council held a budget workshop at 6:30 prior to the Council meeting. At the meeting the FY 2023-24 budget was formally adopted (Hadden/Sullivan, M/S/C unanimously).
- Manager discussed changes in election policies requiring elected officials to file Form 6 instead of Form 1. Anyone in office on 1 January 2024 is required to do this by 1 July 2024.
- Manager reported on the necessity of conducting a Vulnerability Assessment for Flooding; Several small municipalities will likely work together to submit a single grant to fund the assessment. Further details forthcoming.
- Considerable discussion ensued on the issues of security and speed on Taylor Rd. Council instructed Manager to order and install a speed hump on Taylor Rd. Residents expressed concern about the activity at 1255 Taylor, including possible drug activity. Residents were told once again by Council to call PBSO anytime they saw something out of the ordinary. Council Member Sullivan is serving on a PBSO advisory board and will contact the local Captain in regard to this situation. Manager will contact D/S Schnell, our liaison to PBSO, to seek her advice on how to handle this issue.
- Council President Ussery ended the meeting by announcing his resignation from the Council effective 8/2/23 largely due to the onerous requirements of training required by the Commission on Ethics.

ADJOURNMENT: 7:49 PM (Sullivan/Hadden, M/S/C unanimously).

Glen Ridge Municipal Account

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

October 2022 - September 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
312.410 First Local Option Fuel Tax	9,853.60	9,900.00	-46.40	99.53 %
312.430 Second Local Opt Fuel Tax (New)	4,471.34	4,600.00	-128.66	97.20 %
312.630 Loc Govt Infrastructure Surtax	21,228.86	21,490.00	-261.14	98.78 %
314.100 Util Service Tax - Electricity	33,814.51	27,000.00	6,814.51	125.24 %
315.100 Communication Services Taxes	7,928.04	7,500.00	428.04	105.71 %
316.000 Local Business Tax (GR)	2,030.00	2,800.00	-770.00	72.50 %
316.100 Local Business Tax (PBC)	3,242.11	1,500.00	1,742.11	216.14 %
322.000 Building Permits (Permit Fees)	18,088.31	25,500.00	-7,411.69	70.93 %
323.100 Franchise Fee - Electricity	22,615.20	21,100.00	1,515.20	107.18 %
329.500 Other Permits, Fees, Spec Asses		300.00	-300.00	
335.180 State Rev Share- Local 1/2 Cent	22,462.56	21,000.00	1,462.56	106.96 %
335.900 State Revenue Share - Proceeds	10,129.37	9,250.00	879.37	109.51 %
343.400 Svc Chg - Garbage/Solid Waste		100.00	-100.00	
361.000 Interest	5,962.54	7,200.00	-1,237.46	82.81 %
369.900 Other Misc Revenue	10,233.92	500.00	9,733.92	2,046.78 %
Total Income	\$172,060.36	\$159,740.00	\$12,320.36	107.71 %
GROSS PROFIT	\$172,060.36	\$159,740.00	\$12,320.36	107.71 %
Expenses				
512.000 Executive (Town Manager)	22,875.00	30,000.00	-7,125.00	76.25 %
513.150 FinanceAdmin (Payroll Taxes)	9,420.00	9,500.00	-80.00	99.16 %
513.300 FinanceAdmin (Unemployment Tax)	30.00	50.00	-20.00	60.00 %
513.350 FinanceAdmi (Accounting/Audit)	1,260.00	10,450.00	-9,190.00	12.06 %
513.450 FinanceAdmin (Tel/SecCam-Corc)	5,069.70	5,100.00	-30.30	99.41 %
513.550 FinanceAdmin (Elec Town Hall)	2,303.24	2,200.00	103.24	104.69 %
513.650 FinanceAdmin (Printing)		500.00	-500.00	
513.700 FinanceAdmin (Bank Fees)		75.00	-75.00	
513.750 FinanceAdmin (Office Expense)	6,237.88	8,000.00	-1,762.12	77.97 %
513.850 FinanceAdmin (Dues)	1,559.00	1,600.00	-41.00	97.44 %
514.000 Legal Counsel	10,005.00	12,000.00	-1,995.00	83.38 %
519.100 OtherGovtSvcs (Mayor Discr)		500.00	-500.00	
519.150 OtherGovtSvcs (Advertising)	898.15	800.00	98.15	112.27 %
519.200 OtherGovtSvcs (Insurance)	6,575.25	9,750.00	-3,174.75	67.44 %
519.250 OtherGovtSvcs (Maintenance)	4,117.82	6,790.00	-2,672.18	60.65 %
524.000 Protective Inspections	435.50		435.50	
524.100 Protect Inspec (Bldg Official)	14,199.08	20,000.00	-5,800.92	71.00 %
524.150 Protect Inspec (Code Enforce)	1,820.00	3,200.00	-1,380.00	56.88 %
524.200 Protect Inspec (BDR Surcharge)	375.15	600.00	-224.85	62.53 %
525.000 Emerg Disaster Relief Services		2,500.00	-2,500.00	
534.000 Garbage/Solid Waste Control Svc	49.70	55.00	-5.30	90.36 %
536.000 Water/Sewer Combination Svcs	403.77	400.00	3.77	100.94 %
537.000 ConservResMgt (Aquatic Control)	986.40	1,200.00	-213.60	82.20 %
538.000 Flood/StormwaterMgt (NPDES)	19,670.10	23,000.00	-3,329.90	85.52 %

Glen Ridge Municipal Account

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

October 2022 - September 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
541.100 RoadStFacil (Street Lighting)	4,133.51	4,100.00	33.51	100.82 %
541.150 RoadStFacil (DrainRepair Maint)		500.00	-500.00	
541.200 RoadStFacil (Road Street Maint)	5,950.47	6,145.00	-194.53	96.83 %
572.000 Parks and Recreation	17,110.60	475.00	16,635.60	3,602.23 %
574.000 Special Events		250.00	-250.00	
Total Expenses	\$135,485.32	\$159,740.00	\$ -24,254.68	84.82 %
NET OPERATING INCOME	\$36,575.04	\$0.00	\$36,575.04	0.00%
NET INCOME	\$36,575.04	\$0.00	\$36,575.04	0.00%

Glen Ridge Municipal Account

Transaction List by Date

August 2023

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
08/01/2023	Check	1891	Yes	Malinda Carter		101.1 BBT Checking	519.250 OtherGovtSvcs (Maintenance)	-60.00
08/02/2023	Deposit		Yes	Florida Power and Light		101.1 BBT Checking	323.100 Franchise Fee - Electricity	2,154.83
08/08/2023	Expense	ref2008	Yes	Comcast		101.1 BBT Checking	513.450 FinanceAdmin (Tel/SecCam-Cmc)	-123.30
08/08/2023	Expense	976455	Yes	Greenworks		101.1 BBT Checking	519.250 OtherGovtSvcs (Maintenance)	-250.00
08/09/2023	Deposit		Yes	Palm Beach County Tax Collector		101.1 BBT Checking	316.100 Local Business Tax (PBC)	941.45
08/10/2023	Check	1892	Yes	John J. Deal		101.1 BBT Checking	512.000 Executive (Town Manager)	-768.50
08/10/2023	Deposit		Yes	Taxing Matters		101.1 BBT Checking	316.000 Local Business Tax (GR)	50.00
08/10/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	312.630 Loc Govt Infrastructure Surtax	804.35
08/10/2023	Deposit		Yes	Florida Power and Light		101.1 BBT Checking	314.100 Util Service Tax - Electricity	3,210.59
08/11/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	335.900 State Revenue Share - Proceeds	1,561.53
08/14/2023	Expense		Yes	Intuit		101.1 BBT Checking	513.750 FinanceAdmin (Office Expense)	-90.00
08/15/2023	Expense	irs1797	Yes	Internal Revenue Service		101.1 BBT Checking	513.150 FinanceAdmin (Payroll Taxes)	-616.00
08/16/2023	Expense	976459	Yes	Professional Grading, Inc		101.1 BBT Checking	541.200 RoadStFacil (Road Street Maint)	-200.00
08/16/2023	Expense	ref2010	Yes	Palm Beach County Water Utilities		101.1 BBT Checking	536.000 Water/Sewer Combination Svcs	-33.49
08/16/2023	Expense	ref2011	Yes	Florida Power and Light		101.1 BBT Checking	541.100 RoadStFacil (Street Lighting)	-322.94
08/16/2023	Expense	cc4163	Yes	BB & T Credit Card		101.1 BBT Checking	-Split-	-2,986.66
08/18/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	315.100 Communication Services Taxes	711.84
08/21/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	335.900 State Revenue Share - Proceeds	755.81
08/24/2023	Check	1893	Yes	John J. Deal		101.1 BBT Checking	512.000 Executive (Town Manager)	-768.50
08/24/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	312.430 Second Local Opt Fuel Tax (New)	365.84
08/24/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	312.410 First Local Option Fuel Tax	808.04
08/24/2023	Expense	ref2012	Yes	Florida Power and Light		101.1 BBT Checking	513.550 FinanceAdmin (Elec Town Hall)	-190.04
08/24/2023	Expense	ref2013	Yes	Florida Power and Light		101.1 BBT Checking	513.550 FinanceAdmin (Elec Town Hall)	-30.24
08/24/2023	Expense	ref2014	Yes	Florida Power and Light		101.1 BBT Checking	541.100 RoadStFacil (Street Lighting)	-33.73
08/24/2023	Expense	ref2015	Yes	Comcast		101.1 BBT Checking	513.450 FinanceAdmin (Tel/SecCam-Cmc)	-310.70
08/24/2023	Expense	976464	Yes	Sascha Maldonado		101.1 BBT Checking	513.350 FinanceAdmi (Accounting/Audit)	-360.00
08/24/2023	Deposit		Yes			101.1 BBT Checking	-Split-	699.63
08/25/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	335.180 State Rev Share- Local 1/2 Cent	1,709.08
08/28/2023	Deposit		Yes	State of Florida		101.1 BBT Checking	312.630 Loc Govt Infrastructure Surtax	1,388.11
08/31/2023	Deposit		Yes	CH & E		101.1 BBT Checking	322.000 Building Permits (Permit Fees)	184.70
08/31/2023	Expense	976466	Yes	William Denison		101.1 BBT Checking	524.100 Protect Inspec (Bldg Official)	-612.00
08/31/2023	Expense	976465	Yes	Jack Lucas		101.1 BBT Checking	537.000 ConservResMgt (Aquatic Control)	-50.00
08/31/2023	Deposit	INTEREST	Yes		Interest Earned	200.1 Synovus	361.000 Interest	601.21
08/31/2023	Deposit	INTEREST	Yes		Interest Earned	101.2 BBT Money Market	361.000 Interest	0.20

Glen Ridge Municipal Account

Balance Sheet

As of August 31, 2023

		TOTAL
ASSETS		
Current Assets		
Bank Accounts		
101.1 BBT Checking		171,256.77
101.2 BBT Money Market		23,388.60
200.1 Synovus		566,606.23
Total Bank Accounts		\$761,251.60
Total Current Assets		\$761,251.60
Fixed Assets		
15000 Furniture and Fixtures		3,094.00
15500 Building		298,321.00
15550 New Roof		13,500.00
16000 Land		70,000.00
Total Fixed Assets		\$384,915.00
TOTAL ASSETS		\$1,146,166.60
LIABILITIES AND EQUITY		
Liabilities		
Total Liabilities		
Equity		
30000 Opening Balance Equity		595,661.92
32000 Retained Earnings		148,751.43
33000 Investment in Fixed Assets		371,415.00
Net Income		30,338.25
Total Equity		\$1,146,166.60
TOTAL LIABILITIES AND EQUITY		\$1,146,166.60

Glen Ridge Municipal Account

101.1 BBT Checking, Period Ending 08/31/2023

RECONCILIATION REPORT

Reconciled on: 09/13/2023

Reconciled by: glenridgetownof@bellsouth.net

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	165,138.50
Checks and payments cleared (18)	-8,205.53
Deposits and other credits cleared (14)	15,345.80
Statement ending balance	172,278.77
Uncleared transactions as of 08/31/2023	-1,022.00
Register balance as of 08/31/2023	171,256.77
Cleared transactions after 08/31/2023	0.00
Uncleared transactions after 08/31/2023	2,192.73
Register balance as of 09/13/2023	173,449.50

Details

Checks and payments cleared (18)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/27/2023	Expense	976454	William Denison	-571.43
07/27/2023	Expense	976452	B. Douglas MacGibbon, P.A.	-800.00
07/27/2023	Expense	976453	Jack Lucas	-50.00
08/01/2023	Check	1891	Malinda Carter	-60.00
08/08/2023	Expense	976455	Greenworks	-250.00
08/08/2023	Expense	ref2008	Comcast	-123.30
08/10/2023	Check	1892	John J. Deal	-768.50
08/14/2023	Expense		Intuit	-90.00
08/15/2023	Expense	irs1797	Internal Revenue Service	-616.00
08/16/2023	Expense	cc4163	BB & T Credit Card	-2,986.66
08/16/2023	Expense	ref2011	Florida Power and Light	-322.94
08/16/2023	Expense	ref2010	Palm Beach County Water Uti...	-33.49
08/16/2023	Expense	976459	Professional Grading, Inc	-200.00
08/24/2023	Expense	ref2014	Florida Power and Light	-33.73
08/24/2023	Expense	ref2012	Florida Power and Light	-190.04
08/24/2023	Expense	ref2013	Florida Power and Light	-30.24
08/24/2023	Expense	ref2015	Comcast	-310.70
08/24/2023	Check	1893	John J. Deal	-768.50
Total				-8,205.53

Deposits and other credits cleared (14)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/02/2023	Deposit		Florida Power and Light	2,154.83
08/09/2023	Deposit		Palm Beach County Tax Colle...	941.45
08/10/2023	Deposit		Taxing Matters	50.00
08/10/2023	Deposit		State of Florida	804.35
08/10/2023	Deposit		Florida Power and Light	3,210.59
08/11/2023	Deposit		State of Florida	1,561.53
08/18/2023	Deposit		State of Florida	711.84
08/21/2023	Deposit		State of Florida	755.81
08/24/2023	Deposit		State of Florida	808.04
08/24/2023	Deposit		State of Florida	365.84
08/24/2023	Deposit			699.63
08/25/2023	Deposit		State of Florida	1,709.08
08/28/2023	Deposit		State of Florida	1,388.11

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/31/2023	Deposit		CH & E	184.70
Total				15,345.80

Glen Ridge Municipal Account

101.2 BBT Money Market, Period Ending 08/31/2023

RECONCILIATION REPORT

Reconciled on: 09/13/2023

Reconciled by: glenridgetownof@bellsouth.net

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	23,388.40
Interest earned	0.20
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	23,388.60
Register balance as of 08/31/2023	23,388.60

Glen Ridge Municipal Account

200.1 Synovus, Period Ending 08/31/2023

RECONCILIATION REPORT

Reconciled on: 09/13/2023

Reconciled by: glenridgetownof@bellsouth.net

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	566,005.02
Interest earned	601.21
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	566,606.23
Register balance as of 08/31/2023	566,606.23

Clerk Report
6 September 2023
4 October 2023

- Approved/certified for F-ROC disaster recovery system.
 - Attended CCAN meeting.
 - Assisted Mayor McLane in preparing application for membership on CCAN.
 - NOV sent to owners of properties at 4030 Gem Lake and 1255 Taylor Rd.
 - Purchased speed hump for Taylor Rd.; to be installed soon.
 - Sent Business Tax letters to 40 companies doing business in GR.
 - Reported street light out of service on Taylor Rd. to FPL.
 - Attended PBC League of Cities luncheon meeting in Wellington.
 - Completed risk and compliance review with PBC Office of Inspector General.
-
- Contacted Health Dept regarding sewer complaint at 1255 Taylor.
 - Converted AP/AR and Administrative Files from FY 22-23 to 23-24.
 - Completed F-ROC Webinar online.
 - Mailed NOH documents for properties at 4030 Gem Lake and 1255 Taylor.
 - Met with Ali Bayat (PBC WUC), Dorothy Gravelin, Russ Nidy regarding first steps for septic to sewer conversion.


John J. Deal

6 September 2023

ORDINANCE NO. 2023-2

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GLEN RIDGE, FLORIDA, ADOPTING AMENDMENTS TO ITS ZONING CODE TO PROVIDE FOR A SPECIAL EXCEPTION CATEGORY FOR SELF-STORAGE FACILITIES, TO AMEND THE PARKING CODE TO CREATE A CATEGORY FOR SELF-STORAGE FACILITIES, PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town of Glen Ridge has a Zoning Code in Appendix “A” which allows uses of property from single family to commercial; and

WHEREAS, the Town of Glen Ridge has a Zoning Code which allows Special Exceptions in Section 5.1.6 (2); and

WHEREAS, the Town of Glen Ridge has the power to change, add or remove Special Exceptions in Section 5.1.6 (2); and

WHEREAS, the Town of Glen Ridge is amending the list of Special Exceptions in Section 5.1.6 (2) to provide an allowance for Self-Storage Facilities within the Commercial Zoning District; and

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF GLEN RIDGE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing Recitals are hereby ratified as true and correct and incorporated herein by this reference.

SECTION 2. The Town of Glen Ridge Zoning Code hereby amends the Zoning Code to allow Self-Storage Facilities as an allowable Special Exception in the C-1 Commercial District as an addition to the Special Exception uses in Section 5.5.3 and

provide other criteria and requirements related to such uses (deleted language is ~~stricken through~~; new language is underlined .”

5.5.3 Special exceptions

(4) Self-Storage Facilities

SECTION 3. The Town of Glen Ridge Zoning Code hereby amends the ARTICLE VII. OFF-STREET PARKING REGULATIONS in Section 7.1.5 to change number (6) ~~Reserved~~ to Self Storage Facilities and be Five (5) spaces (deleted language is ~~stricken through~~; new language is underlined .”

SECTION 4. The Town Council hereby authorizes the Town Manager to transmit this Ordinance to the Municipal Code Corporation to include it in the Town of Glen Ridge Zoning Code.

SECTION 5. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

SECTION 5. That all ordinances or parts or ordinances, resolutions or parts of resolutions in conflict hereby, be and the same are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall become effective upon its passage and adoption.

FIRST READING this _____ day of _____, 2023

SECOND READING and FINAL PASSAGE this _____ day of _____, 2023.

TOWN OF GLEN RIDGE, FLORIDA

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST:

TOWN MANAGER

**Glen Ridge Self Storage
Application for Zoning Ordinance Text Amendment
Original Submittal: 08.31.23**

Introduction

The Town has a limited availability of C-1 commercially zoned property within the jurisdictional boundaries to support community serving commercial uses. The geographic configuration of the Town and their commercial lots are situated along Southern Boulevard and are shallow in depth. Another concern is security for the Town being that the Town has a significant amount of frontage on Southern Blvd. and lends itself to ease of access to the residential parcels which are only one parcel removed from an 8-lane thoroughfare. Southern Blvd. is also a very heavily trafficked roadway controlled by Florida Department of Transportation (FDOT) and this agency looks more favorably upon low impact traffic uses for driveway permit issuance. The introduction of a Self-Storage Facility to the limited number of remaining commercial parcels provides a sound barrier to the neighbors to the south of the commercial parcels, security in the form of a physical barrier as well as security cameras and fencing. Additionally, self-service storage facilities are a very low traffic generator which more closely complements the traffic availability along Southern Blvd. vs. other commercial uses which require a more intense trip generation rate.

Currently the Town's Zoning Ordinance does not have a specific use classification for a Self-Service Storage Facility. Likewise, being that the self-service storage use is not present within the Zoning Code, the parking regulations will need to be codified. Lastly, the Zoning text amendment is proposed to the Miscellaneous Regulations to add limitations to regulate operational elements of the use (i.e. hours of operation, prohibit outdoor storage of goods).

Formal Request

This request covers a privately initiated text amendment to the Code of Ordinances sections:

- Appendix A, Article V, Section 5.5.3 Special Exceptions
- Section 6.1 Miscellaneous Regulations
- Section 7.1.5 Parking Space Requirements to support the proposed Self-Service Storage use.

The below requests include the specific code language to amended within the Zoning Ordinances:

Request 1) Self-Service Storage Use as a Special Exception:

5.5.3 Special exceptions.

(1) Billboards.

(2) Telecommunications antennas.

(3) Self-Service Storage Facility.

Request 2) Miscellaneous Regulations:

Section 6.1.10. Self-Service Storage

- a. Self-Service Storage uses shall maintain hours of operation between 7:00 a.m. and 9:00 p.m. 7-days per week.
- b. There shall be no outdoor storage of goods permitted on-site.
- c. There shall be no business conducted or operated from a storage unit.
- d. Units shall be accessed internally within the building from a specified loading zone.

Request 3) Off-Street Parking Regulations:

7.1.5. Parking space requirements. The number of required off-street parking spaces in all districts for every residential, recreational, institutional, cultural, business or public use shall be provided in accordance with the following minimum requirements:

Uses		Required Parking Spaces
(1)	Dwelling units	Two per unit.
(2)	Reserved.	
(3)	Medical offices and clinics	One for every 200 square feet of gross floor area.
(4)	Reserved. <u>Self-Service Storage Facility</u>	<u>One space per 200 storage bays; minimum of 5 spaces</u>

(5)	Reserved.	
(6)	Reserved.	
(7)	Professional offices, business services, personal services and other permitted commercial uses	One for every 300 square feet of gross floor area.
(8)	Barbershops and beauty parlors	One for every 200 square feet of gross floor area.
(9)	Reserved.	
(10)	Reserved.	

R2014-1150
**INTERLOCAL COOPERATION AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
TOWN OF GLEN RIDGE**

AUG 19 2014

THIS AGREEMENT made and entered into on _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Town of Glen Ridge**, a municipality duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Municipality".

WHEREAS, the parties hereto have the common power to perform Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program and Home Investment Partnerships (HOME) Program activities within their jurisdictions, said common powers being pursuant to Section 125.01, Florida Statutes, and Chapter 163, Part III, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, mandates that a county must enter into interlocal cooperation agreements with municipalities in its jurisdiction for the purposes of implementing CDBG activities within said municipalities; and

WHEREAS, such interlocal cooperation agreements are also required to implement the HOME Program under Title II of the National Affordable Housing Act of 1990, as amended, and the ESG Program under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, the County desires to join with the Municipality in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME Programs during Federal Fiscal Years 2015, 2016 and 2017, and during subsequent Federal Fiscal Years; and

WHEREAS, the County and the Municipality agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities; and

WHEREAS, the County and Municipality wish to cooperate in the implementation of the goals and objectives of the County's Consolidated Plan, as approved by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Municipality desires to cooperate with the County for the purpose of implementing the CDBG, ESG and HOME Programs; and

WHEREAS, the governing bodies of the County and the Municipality have each authorized this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. This Agreement covers the CDBG, ESG and HOME Programs and pertains to funds that the County is qualified to receive from HUD under said Programs for Federal Fiscal Years 2015, 2016 and 2017 which cover the three-year urban county qualification period beginning on October 1, 2015, and ending on September 30, 2018 (hereinafter the "Qualification Period"). This Agreement shall remain in effect until the CDBG, ESG and HOME funds and program income

received (with respect to activities carried out during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement) are expended and the funded activities are completed. Neither the Municipality nor the County may terminate, or withdraw from, this Agreement while it remains in effect.

2. This Agreement shall be automatically renewed for a three-year qualification period at the end of the Qualification Period and at the end of each subsequent qualification period unless either party provides the other party a written notice in which it elects not to participate in a new qualification period. If such notice be given, the party electing not to participate shall also send a copy of the written notice to the HUD field office with jurisdiction over the County.

The County shall, by the date specified in HUD's Urban County Qualification Notice for the next qualification period, notify the Municipality in writing of its right not to participate, and the County shall provide a copy of such written notice to the HUD field office with jurisdiction over the County by the date specified in the Urban County Qualification Notice.

3. While this Agreement is in full force and effect, during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement, the County and the Municipality agree to amend this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements as set forth by HUD in its Urban County Qualification Notices applicable to all subsequent three-year qualification periods, and to provide HUD such amendments as provided in the Urban County Qualification Notices. Failure to comply with the aforesaid shall void the automatic renewal of this Agreement.
4. The Municipality, by executing this Agreement, understands that:
 - (a) It may not apply for any grants from appropriations under the State of Florida CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program.
 - (b) It may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the Municipality understands that it may not receive HOME Program funds from a HOME consortium with other local governments. This, however, does not preclude the County or the Municipality from applying to the State of Florida for HOME Program funds if the State of Florida so allows.
 - (c) It may receive a formula allocation under the ESG Program only through the County. This, however, does not preclude the County or the Municipality from applying to the State of Florida for ESG Program funds if the State of Florida so allows.
5. This Agreement is contingent upon the County's qualification as an "urban county" under the CDBG Program as determined by HUD, as well as HUD's award of funds under the CDBG, ESG and HOME Programs.
6. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The County and the Municipality also agree to cooperate to enable the County to expend CDBG, ESG and HOME Program funds on eligible activities within the Municipality's jurisdiction during the Qualification Period and during any subsequent qualification periods covered by the renewal of this Agreement.
7. The Municipality shall assist and cooperate with the County in the preparation of the HUD required Consolidated Plan for the use of CDBG, ESG, and HOME Program funds. The County shall prepare the Consolidated Plan application and other necessary documents, and shall take full responsibility and assume all obligations as the applicant. The County and the Municipality agree to comply with said Consolidated Plan and implement activities as outlined in the Action Plan approved by HUD for the use of CDBG, ESG, and HOME Program funds. The

County and the Municipality agree that the County is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities within the Municipality's jurisdiction.

8. The County, through its Department of Economic Sustainability, shall assist the Municipality in undertaking all professional and administrative services necessary for the purposes of implementing activities of the CDBG, ESG and HOME Programs, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
9. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.
10. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG Program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Program funds in exchange for any other funds, credits or non-Federal considerations, but must use such CDBG Program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.
11. The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.
12. The Municipality agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.
13. The Municipality has adopted, and is enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted, and is enforcing, a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
14. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
16. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
17. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
18. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(MUNICIPAL SEAL BELOW)

**TOWN OF GLEN RIDGE, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

By: Alice McLane
Alice McLane, Mayor

ATTEST:

By: Michelle Suiter
Michelle Suiter, Town Manager/Clerk

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK
Clerk & Comptroller

By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

By: Marcia L. Bock
Deputy Clerk

Document No.: R2014-1150

AUG 19 2014

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: Tammy K. Fields
Tammy K. Fields,
Chief Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

LEGAL CERTIFICATION BY PALM BEACH COUNTY

As Legal Counsel for Palm Beach County, Florida, I hereby state that the terms and provisions of this Agreement entered into on 8/19/14 by and between **Palm Beach County** and **Town of Glen Ridge** are fully authorized under State and local law, and that the Agreement provides full legal authority for Palm Beach County to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.



Tammy K. Fields, Chief Assistant County Attorney
Palm Beach County, Florida

08-11-2020 1203

AMENDMENT 001 TO THE AGREEMENT WITH TOWN OF GLEN RIDGE

Amendment 001, effective as of AUG 25 2020, by and between **Palm Beach County** (County), and the **Town of Glen Ridge** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1150) (the "Agreement") with the Town of Glen Ridge on August 19, 2014, to formalize the Town of Glen Ridge's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017; and

WHEREAS, the Agreement is renewable every three years and is now due for renewal; and

WHEREAS, the Department of Housing and Urban Development (HUD) has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2021-2023 that all interlocal agreements should contain specific language regarding Section 3 of the Housing and Community Development Act of 1968; and

WHEREAS, the Interlocal Cooperation Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement approved on August 19, 2014, to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its

jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**TOWN OF GLEN RIDGE, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: Alice McLane, Mayor
Alice McLane, Mayor

By: John Deal, City Manager/Clerk
John Deal, City Manager/Clerk

(COUNTY SEAL BELOW)


**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: Dave Kerner, Mayor
Dave Kerner, Mayor

By: Sharon R. Bock
Deputy Clerk



Document No.: R2020 1203

AUG 25 2020

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: Howard J. Falcon, III
Howard J. Falcon, III,
Chief Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF GLEN RIDGE

Amendment 002, effective as of July 11, 2023, by and between **Palm Beach County** (County), and the **Town of Glen Ridge** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1150) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1203) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act,

and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**TOWN OF GLEN RIDGE, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: Alice McLane
Alice McLane, Mayor

By: John J. Deal
John J. Deal, Town Manager/Clerk

(COUNTY SEAL BELOW)

R2023 0988 JUL 11 2023

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller

By: Gregg K. Weiss
Gregg K. Weiss, Mayor

By: [Signature]
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: Howard J. Falcon, III
Howard J. Falcon, III,
Chief Assistant County Attorney

By: Sherry Howard
FOR Sherry Howard
Deputy Director