



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, June 19, 2013, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 19, 2013 at 6:35 p.m. Present were Mayor James DuBois, Commissioners Erin Flaherty, Michael O'Rourke, and Kathleen Rapoza, Town Manager Dale S. Sugerman, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez. Vice-Mayor Kimberly Glas-Castro was absent.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance. He asked for a moment of silence in memory of Edie McConville.

**SPECIAL PRESENTATIONS/REPORTS**

**1. Presentation by Thomas L. Twyford, Jr. – Annual Kids Fishing Days Event at the Lake Park Harbor Marina / July 29 – August 2, 2013**

Mayor DuBois welcomed Mr. Twyford back to Lake Park.

Mr. Twyford introduced himself and gave a brief history of the program. (see exhibit "A") He asked for the Commission's support along with waiving of the parking fees, and boat slip for a 60-foot drift-fishing vessel.

Commissioner O'Rourke thanked Mr. Twyford and welcomed him back.

**Motion: A motion was made by Commissioner O'Rourke to approve the request for an in-kind donation in the form of a waiver of parking fees for 50 parking spaces, dockage fees for a 60-foot drift fishing vessel, and electric and water service charges.; Commissioner Flaherty made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

**2. Proclamation Honoring 1<sup>st</sup> United Bank Staff Members**

Mayor DuBois presented the proclamation to 1<sup>st</sup> United Bank staff.

Ms. Rene Weber gave a brief history on how 1<sup>st</sup> United Bank has assisted Lake Park Elementary this year and there intension to continue next year.

**3. Proclamation - Marina Task Force Members**

Mayor DuBois presented Diane Bernhard, Commissioner Erin Flaherty, and Brent Headberg with proclamations as Marina Task Force members. Wayne Creber and Jorge Quintero were not available to attend the meeting.

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

- 4. Commission Workshop Minutes of May 30, 2013**
- 5. Regular Commission Meeting Minutes of June 5, 2013**
- 6. Authorizing the use of General Fund Contingency Funds for the Attendance at the 2013 Florida League of Cities Annual Conference**
- 7. Setting a Special Call Commission Workshop for June 26, 2013**
- 8. Setting a Special Call Budget Workshop for July 17, 2013**

**Motion: A motion was made by Commissioner Flaherty to approve the Consent Agenda; Commissioner Rapoza made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

**OLD BUSINESS:**

**9. Review of the Town Manager Annual Performance Evaluation for the Evaluation Period of June 29, 2012 to June 29, 2013.**

Mayor DuBois explained that he did not provide his evaluation of the Town Manager in a timely manner, but that he did submit it and it was included in the agenda packet. He explained that the highest evaluation scale he gave was a 4, Very Effective.

Town Manager Sugerman explained the item. (see exhibit "B")

Commissioner O'Rourke stated that this Town is very lucky to have him as a Town Manager.

Commissioner Rapoza agreed and thanked him for his services.

Commissioner Flaherty agreed and stated that he gave a few number 3 because he is new as an elected official and has not had the experience with the Town Manager to evaluate him in those areas.

Commissioner O'Rourke verified that the evaluations are Public Record.

**PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**

**10. Ordinance No. 08-2013 A Text Amendment to Section 78-71**

**A TEXT AMENDMENT TO SECTION 78-71 TO INCLUDE AN "ANIMAL SERVICE ESTABLISHMENTS" USE AS A SPECIAL EXCEPTION USE, AND "ANIMAL DAY CARE ESTABLISHMENT", "ANIMAL GROOMING ESTABLISHMENT", "ANIMAL INDOOR TRAINING CENTER", AND "PET SHOP" USE AS A PERMITTED USE WITHIN THE C-1 BUSINESS DISTRICT, AS WELL AS CREATING A "SPECIAL EXCEPTION" SUBSECTION TO THE C-1 BUSINESS DISTRICT TO INCLUDE SOME EXISTING C-1 PERMITTED USES AND THE NEW "ANIMAL SERVICE ESTABLISHMENT" USE AS A SPECIAL EXCEPTION USE. MODIFICATION TO SECTION 78-2 TO INCLUDE DEFINITIONS FOR THE VARIOUS USES BEING AMENDED IN THE C-1 BUSINESS DISTRICT.**

**Public Comment Opened:**

1. Meg Weinberger, *14189 Caloosa Blvd, PBG* – spoke in support of Barkley's Dog Wash.
2. Skyler King, *539 Teak Drive* – spoke in support of Barkley's Dog Wash.
3. Ashley Hensarling, *2050 S. A1A, Jupiter* – spoke in support of Barkley's Dog Wash.
4. Cindy Hackle, *646 Hawthorne Dr.* – owner of Barkley's Dog Wash, explained the situation with the overnight boarding component of the business. She stated that she had all the residents on Teak Drive sign a letter of support for her business.

**Public Comment Closed:**

Town Manager Sugerman explained the item (see exhibit "C").

Commissioner O'Rourke stated that many have come out in support of Barkley's Dog Wash. He explained his concerns of having this type of business in a C-1 Business District. He explained that what the Commission is trying to do is evaluate changing the Town Code to include a Special Exception process to allow this type of business in the C-1 Business District.

Commissioner Rapoza and Flaherty did not have any questions at this time.

Town Manager Sugerman explained that if the Commission adopts the Ordinance as presented it would not grant any permission to any business; it would only grant a process for Special Exceptions to follow in the Town Code.

Commissioner O'Rourke clarified that this would allow for a process as a Special Exception in the C-1 Business District.

Mayor DuBois asked if this process were approved then the business owner would submit an application, which would be reviewed by the Planning and Zoning Board as a Special Exception. A Public Notice of the meeting would be created and area residents would be notified of the meeting. The Planning and Zoning Board would have the opportunity to place any conditions they felt would be necessary for the type of business in that zoning area.

Attorney Baird explained that action could not be taken on the item at this meeting because the title of the Ordinance and the text within the Ordinance did not match. He stated that the item should be postponed and the title and text within the Ordinance can be modified to match.

**Motion: A motion was made by Commissioner Flaherty to postpone Ordinance 08-2013 to the next meeting; Commissioner O'Rourke made the second.**

Commissioner O'Rourke explained that the motion was to postpone the item. This means that the Commission has not turned down the business concept, but they need to establish a Special Exception for the use of the business. He explained that the Commission would take all of the comments from the public into consideration.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

Mayor DuBois explained that the item would be heard on July 3, 2013.

**PUBLIC HEARINGS - ORDINANCE ON SECOND READING/QUASI-JUDICIAL:**

**None**

**NEW BUSINESS:**

**11. Designating the Town's Voting Delegate for the 2013 Annual Conference of the Florida League of Cities**

Town Manager Sugerman explained that the 87<sup>th</sup> Annual Conference of the Florida League of Cities would be held from August 15 through August 17, 2013. He stated that typically an elected official that would be attending the conference would be appointed as the voting delegate or a staff member may be appointed should the Commission choose.

Mayor DuBois asked if the Town Manager be amenable to be designated as the voting delegate if no elected official attends.

Town Manager Sugerman stated that Vice-Mayor Glas-Castro has stated that she would be attending the conference.

Mayor DuBois stated that he would not be attending the conference and asked if any other Commissioner would be attending the conference.

Commissioner O'Rourke stated that he would not be available to attend the conference.

Town Manager Sugerman explained that his office staff would make the necessary arrangement for the conference and the Commission, under the Consent Agenda, approved the expense.

Commissioner Flaherty stated that he would be attending the conference.

**Motion: A motion was made by Commissioner O'Rourke to appoint Vice-Mayor Kimberly Glas-Castro as the Town's Voting Delegate for the 2013 Annual Conference of the Florida League of Cities; Commissioner Flaherty made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

**12. Resolution No. 12-06-13 Authoring the Mayor and the Town Clerk to Execute an Agreement between Palm Beach County and the Town of Lake Park for the use of \$37,294.00 in 2012-2013 CDBG Funds for Tennis Court Improvements.**

Town Manager Sugerman explained the item. (see exhibit "D").

**Motion: A motion was made by Commissioner Flaherty to approve Resolution No. 12-06-13 Authoring the Mayor and the Town Clerk to Execute an Agreement between Palm Beach County and the Town of Lake Park for the use of \$37,294.00 in 2012-2013 CDBG Funds for Tennis Court Improvements; Commissioner O'Rourke made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		

Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

**PUBLIC HEARINGS RESOLUTION – QUASI-JUDICIAL:**

**13. Resolution No. 13-06-13 Request by H&L Planning and Development Consultants on behalf of Waterfront Services Inc. to Establish a Building Supplies Office and Retail Space with a Storage Warehouse in the C2 Business District.**

Town Attorney Baird sworn in all witnesses and staff.

Ex-parte Communication was declared by the Mayor who has spoken with the applicant and staff regarding the item.

Town Manager Sugerman explained the item (see exhibit “E”).

James Hackett explained that the Planning and Zoning Board had expressed concern with the lighting at the location, which as of today, additional lighting has been installed. He explained the site has no cross access and historically the site has been accessed through the adjacent property. The property owners are trying to negotiate an agreement, but nothing has been settled at this point.

Attorney Baird stated that he spoke with Marty Perry who is representing the applicant and they were going to explore other options. He wondered if other options had been explored because he was not told of a meeting in which this was going to be discussed.

Mr. Hackett stated that they have discussed alternatives with no resolution. He stated that none of the options provides access. He clarified that they are not a pool supply business.

Commissioner O’Rourke asked where the business was located.

Mayor DuBois stated that it was the old Post Office building on 10<sup>th</sup> Street.

Mr. Hackett explained that parking is not the issue; access is. They are not able to access their property without a cross access agreement and the adjacent property owner wants to charge a huge amount of money to grant them the access they need.

Commissioner Rapoza asked if they are still negotiating.

Mr. Hackett stated yes, but if the property owner decides not to come to an agreement then they have no access to their business.

Commissioner Flaherty asked if they had access to the back of the property.

Mr. Hackett explained that they do have access through the railroad easement, but is not sure that it is the best solution.

Mayor DuBois asked if the property would be secure.

Mr. Hackett stated that they are taking security measures.

James Gallo, President of Waterfront Services assured the Commission of their security measures.

Orlando Spade, Vice-President of Waterfront Services assured the Commission that the building would not look the way it does today.

Commissioner Rapoza asked if the property owner has viewed the building plans.

Mr. Hackett stated that they have, but the issue is not the business it is access.

Commissioner O'Rourke asked if they qualify for Business Development Board (BDB) funds.

Mr. Hackett stated that they had not researched it but will do so.

**Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 13-06-13 Request by H&L Planning and Development Consultants on behalf of Waterfront Services Inc. to Establish a Building Supplies Office and Retail Space with a Storage Warehouse in the C-2 Business District; Commissioner Flaherty made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**Town Manager Sugerman** announced that the Artist of the Palm Beaches would be demonstrating drawing techniques at no cost on Wednesday, June 26, 2013 from 6:00 p.m. until 7:30 p.m. for more information call 561-345-2842.

**Attorney Baird** stated that the contract with Professor Engstrum would be through Jones-Foster instead of the Town. He asked for authorization to enter into the contract for phase I for \$800.

**Motion: A motion was made by Commissioner O'Rourke to enter into a contract through Jones-Foster with Professor Engstrum; Commissioner Flaherty made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro			Absent
Mayor DuBois	X		

Motion passed 4-0.

**Commissioner Rapoza** thanked Commissioner Flaherty and Mayor DuBois for attending the Community Watch Meeting and apologized for her absence. She also apologized to the Diving Club for not attending their meeting. She thanked those that received proclamation earlier in the evening.

**Commissioner O'Rourke** thanked 1<sup>st</sup> United Bank and the teacher at Lake Park Elementary. He stated the Lake Park Kiwanis would hold a yard sale on Saturday, June 22, 2013 at 355 E. Ilex Drive. He invited everyone to attend the Community Celebration on Saturday, June 29 from 4:00 – 8:00 p.m. at Lake Shore and Kelsey Park.

**Commissioner Flaherty** thanked the members of the Marina Task Force. He asked if the Town could use voice broadcast to reach residents that do not have access to the internet of events taking place in Town. He reminded everyone of the June 29, 2013 Community Celebration at Lake Shore and Kelsey Park.

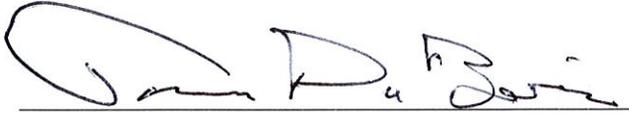
**Vice-Mayor Glas-Castro** absent

**Mayor DuBois** explained that over the weekend he attended the soft opening of A.E.M Music Education Center at 114 US Highway 1, which offers great programs for children. He thanked the Northern Palm Beach County Chamber of Commerce for painting a home in Town. He thanked Lake Park Community Watch. He stated that the Government Affairs Committee would conduct a meeting on June 28, 2013 regarding Sober House legislation. He stated that everyone would miss Ms. Edie McConville.

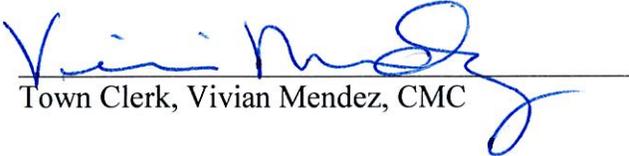
Commissioner O'Rourke stated that Lake Park Kiwanis is setting up a corner at the Library so individuals can donate books in her honor.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:27 p.m.



Mayor James DuBois



Town Clerk, Vivian Mendez, CMC



FLORIDA

Approved on this 3 of July, 2013



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 19, 2013

Agenda Item No. Tab 1

Agenda Title: Presentation by Thomas L. Twyford, Jr. - Annual Kids Fishing Days Event at Lake Park Harbor Marina/July 29 to August 2, 2013

- [X] SPECIAL PRESENTATION/REPORTS [ ] BOARD APPOINTMENT [ ] PUBLIC HEARING ORDINANCE ON \_\_\_ READING [ ] NEW BUSINESS [ ] OTHER: \_\_\_\_\_ [ ] CONSENT AGENDA [ ] OLD BUSINESS

Approved by Town Manager [Signature] Date: 6/6/13

James C. Hart, Marina Director Name/Title

Table with 3 columns: Originating Department (Lake Park Harbor Marina), Costs (TBD, Funding Source, Acct., Finance checked), Attachments (Event Application), Advertised (Date, Paper, Not Required checked), Notification (Yes I have notified everyone JH, or Not applicable in this case, Please initial one).

Summary Explanation/Background:

Tom Twyford who is the President of the West Palm Beach Fishing Club will be in attendance to make a presentation regarding the Annual Kids Fishing Days Event to be held for the second consecutive year at the Lake Park Harbor Marina from July 29 to August 2, 2013. The event falls under the charitable affiliate of the West Palm Beach Fishing Foundation, which was originally set up as a 501(c)(3) tax exempt organization for the purpose of financing this event, which provides exposure to boating and fishing offshore for less fortunate children.

The primary sponsors of the event are the Marine Industries Association of Palm Beach County and the Florida Fish and Wildlife Conservation Commission.

This year's event is expected to attract approximately 50 volunteers and 400 children ages 8-12 from various youth groups in the surrounding Palm Beach County area. The Lake Park Elementary School has expressed a desire to participate in this event, and their participation will be coordinated by the Town's Parks and Recreation Department. Children from the Lake Park Summer Program will also participate. A specified amount of space will also be made available for children who wish to register who are not affiliated with a group.

The costs of the event, including primarily rods, reels, tackle, insurance and lunch for the three-day period for the participants, are all funded through private donations and grants. The event organizers are requesting an in-kind donation from the Town to help defray the event costs. Such request consists of a waiver of fees for 35 parking spaces for volunteers and participants, and a waiver of electric and water service charges and dockage fees for a 60-foot drift fishing vessel which will be used for transporting the children on four two-hour fishing trips over the three-day period of the event.

There are no direct costs associated with man hours needed by Marina staff due to the large number of volunteers who will be participating from the West Palm Beach Fishing Club.

**Recommended Motion:** Approve the request for an in-kind donation in the form of a waiver of parking fees for 35 parking spaces, dockage fees for a 60-foot drift fishing vessel, and electric and water service charges.

# PALM BEACH COUNTY FISHING FOUNDATION



P.O. Box 468 • West Palm Beach, FL 33402 • (561) 832-6780 • Fax (561) 832-2137

May 12, 2013

Mr. James Hart, Marina Director  
Lake Park Harbor Marina  
105 Lakeshore Drive  
Lake Park, FL 33403

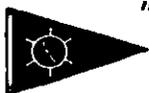
Dear Mr. Hart:

Enclosed is the Palm Beach County Fishing Foundation's (PBCFF) completed Special Event Permit application for the 2013 *Kids Fishing Days* program for less fortunate and at-risk children. This year's program is scheduled for Tuesday, July 30th, Wednesday, July 31st and Thursday, August 1st. We are once again requesting the Town's support and would like to headquarter the event at the Lake Park Marina. This will be our 26th year conducting this community event. Our move to Lake Park Marina last year worked out fantastic. All aspects of the event ran smoothly and the marina proved to be an ideal venue for this program. Nothing has changed with regard to our program format or site plan. Everything will be essentially the same as last year.

We are specifically requesting the following:

1. Use of the various areas indicated on our site map for our educational programs and use of the marina conference room for storage of program equipment during the event.
2. A waiver on the parking fees for 35 parking spaces daily for participants and volunteers.
3. A waiver on the slip space, electric and water fees required for the 60' charter boat we use during the program.

The Florida Fish & Wildlife Conservation Commission (FWC) will be co-hosting the event with us and will be holding land-based kids fishing clinics along with having their marine 'touch tank' on site. We have chartered the 'Living on Island Time' drift boat for these three days and will be rotating various youth groups through two-hour fishing trips and two-hour fishing clinic programs each day.



*"The charitable affiliate of the West Palm Beach Fishing Club -  
improving fishing for the future."*

A CHARITABLE CORPORATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE.



Printed on recycled paper

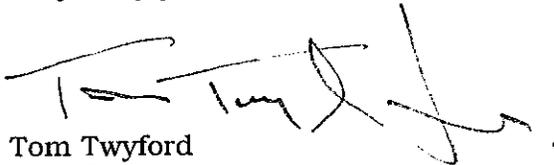
Monday, July 29th will be our set up day. We will be setting up multiple 10' X 10' tents to accommodate the clinic portion of the event. Knot tying, casting lessons, angler ethics, cast netting, Lake Worth Lagoon habitat and boating safety are some of the featured program topics. A 40' X 40' tent will be used for our check-in and dining area.

The FWC will be providing us with several marine biologists to teach the kids all about local marine animals. We use a "marine touch tank" that has various marine animals in it like sea urchins, crabs, fish, etc. to help teach the kids about the marine environment. The tank will give the kids a unique opportunity to directly interact with some animals they likely have never seen before. Each youth group consists of approximately 40 people and no more than two groups will be on site at any one time. Most of the groups will arrive by vans or buses. We will cook hot dogs for the kids at the end of the program. Last year we reached out to the Lake Park Recreation Department and were able to get some of their kids involved. We intend to do the same this year. Additionally, we are making arrangements to get a group of kids from Lake Park Elementary involved this year as well.

'Kids Fishing Day' has been hosted by the PBCFF since 1988. To date, well over 11,000 special kids have participated. The program has been very successful and extremely well received by the community. We offer the program free of charge to all the kids/youth groups who participate.

We have an excellent group of volunteers and FWC staff members who assist with all aspects of this event. We utilize volunteer paramedics/EMT as well. We were thrilled to bring this program to the Town of Lake Park last year and look forward to working with the Town this year to produce another meaningful *Kids Fishing Day* program.

Very truly yours,



Tom Twyford  
President

Enc.



DATE/TIME RECEIVED:

**TOWN OF LAKE PARK  
SPECIAL EVENT PERMIT APPLICATION**  
Please read instructions before filling out application.

Please submit application fourteen (14) calendar days prior of proposed event to:

DEPARTMENT OF COMMUNITY DEVELOPMENT  
535 PARK AVENUE  
LAKE PARK, FL 33403  
Telephone: 561-881-3318 Fax: 561-881-3323

**Instructions:**

Please print legibly using dark ink.  
Application must be filled out completely. \$75.00 Application fee must accompany application. Non-profit or individual application fee: \$25.00 Please note the permit requirements necessary to be attached to application.

Non-Profit Tax Status Identification Number: 65-0213715  
(If applicable)

Name of Event or Name of Event Organizer:  
26TH ANNUAL KIDS FISHING DAYS - COORDINATED BY THE  
PALM BEACH COUNTY FISHING FOUNDATION & FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

Address/Location of Event:  
LAKE PARK MARINA

Detailed description of use (use additional sheet if applicable)  
(SEE ATTACHED EVENT DESCRIPTION)

If the event requires a facility rental, please contact 561-881-3338.

Dates/Times of the event:

	Date	Day	Begin Time	End Time
Event Day 1	7/30/13	TUESDAY	7:30 <del>AM</del> ( ) PM	7:00 ( ) AM <del>PM</del>
Event Day 2	7/31/13	WEDNESDAY	7:30 <del>AM</del> ( ) PM	7:00 ( ) AM <del>PM</del>
Event Day 3	8/1/13	THURSDAY	7:30 <del>AM</del> ( ) PM	7:00 ( ) AM <del>PM</del>

**Organization(s) Producing Special Event (if applicable):**

Name: Palm Beach County Fishing Foundation Name: Florida Fish and Wildlife Conservation Commission - Division of Marine Fisheries Mgt.  
Address: P.O. Box 468 Address: 2590 Executive Center Circle East  
State/Zip: West Palm Beach, FL 33402 State/Zip: Berkeley Building, Suite 204 Tallahassee, FL 32301  
Phone: (561) 832-6780 Phone: (850) 617-9644

Alternate Phone # (561) 373-0957 Alternate Phone # \_\_\_\_\_

Fax: (561) 832-2137 Fax: (850) 488-7152

E-mail: ttwyford@mindspring.com E-mail: Nancy.Fisher@myfwc.com

**Individual(s) Responsible:**

Name: Tom Twyford Name: Nancy Fisher

Address: (Same as Above) Address: (Same as Above)

State/Zip: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Phone # \_\_\_\_\_ Alternate Phone # \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Purpose of the event**

TO INTRODUCE DISADVANTAGED AND AT-RISK CHILDREN TO THE MARINE ENVIRONMENT AND THE JOYS OF FISHING, WHILE AT THE SAME TIME INSPIRING A STRONG CONSERVATION ETHIC

Estimated number of participants? 400

Has this event ever occurred in the Town of Lake Park? Yes  No \_\_\_\_\_

Has this site had a Special Event Permit this calendar year? Yes \_\_\_\_\_ No \_\_\_\_\_

NOT SURE?

**\*\*THE FOLLOWING SECTIONS MAY NOT APPLY TO  
NON-COMMERCIAL EVENTS\*\***

Will your event require road closure? Yes \_\_\_ No X

*If YES, describe the requested street segment closure and time and provide a traffic circulation plan, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes:*

\_\_\_\_\_  
(Initial to acknowledge statement)

Will the event require the use of electricity? FOR FANS AND MARINE TOUCH TANK PUMP Yes X No \_\_\_

Will the event require water hook-up? AT BOAT SLIP FOR DRIFT BOAT. Yes X No \_\_\_

Describe restroom availability: WE WILL USE MARINA RESTROOMS - THEY WERE VERY ADEQUATE LAST YEAR.

Will food and/or beverages be served? HOT DOGS SODA AND LOTS OF BOTTLED WATER. Yes X No \_\_\_

Will the event have vendors or concession sales, including food? Yes \_\_\_ No X

*If YES, the event organizer is responsible for securing all respective PBC and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.*

*The event organizer holds full responsibility and liability for vendors.* \_\_\_\_\_

(Initial to acknowledge statement)

Will Palm Beach County Sheriff's Office services be required? Yes \_\_\_ No X

Will Palm Beach County Fire-Rescue services be required? Yes \_\_\_ No X

Will alcoholic beverages be served? Yes \_\_\_ No X

*If YES, additional liquor legal liability with a \$1million limit is required.*

*Commercial for-profit and non-profit special events will require a Certificate of General Liability with the following limits:*

\$1 million per occurrence; \* INSURANCE CERTIFICATE BEING PROCESSED - WILL HAVE SAME COVERAGE AS LAST YEAR.  
\$2 million aggregate;  
\$100,000 damage to rented premises.

Are you proposing signage?

Yes \_\_\_ No X

If YES, please fill out the signage permit application attached. An additional \$100 fee is required for signage.

Will the event have an official "Flyer" and/or promotional materials? Yes X No \_\_\_

\*SEE COPY OF LAST YEAR'S FLYER.

If yes, the Town Logo and/or reference is not permitted unless pre-approved by providing a copy of the Flyer. TUT.

(Initial to acknowledge statement)

**Please provide a sketch of the special event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:**

SEE ATTACHED DIAGRAM.

**NOTE:** Public parking spaces are first-come, first-serve.

**IF TENTS ARE BEING UTILIZED:**

**For any tent which is larger than 10 ft. x 10 ft. and pop-up style, a Certificate of Flame Resistance will be required to be attached to this Special Event Permit application.**

\* will be provided by TENT RENTAL company.

**(FOR OFFICE USE ONLY)**

**SIGNATURES/APPROVALS:**

Please Sign and Date.

**PARKS & RECREATION DIRECTOR:**

L. Cannon 5/30/13

**PUBLIC WORKS DIRECTOR:**

J. Hart (N/A) 5/23/13

**MARINA DIRECTOR: (If applicable)**

[Signature] 5/30/13

**PALM BEACH COUNTY SHERIFF:**

Lt. [Signature] 2053 053013

**PALM BEACH COUNTY FIRE-RESCUE:**

[Signature] 5/31/13 N. Del Rossi #20587

**CODE COMPLIANCE OFFICER:**

[Signature]

**COMMUNITY DEVELOPMENT DIRECTOR:**

[Signature] 5/31/2013

**Comments:**

- ① parking meters are operational unless waived by the Town Commission (pursuant to conversation w/Janie)
- ② Janie Hart (Marina Director) will be responsible for attaining required insurance

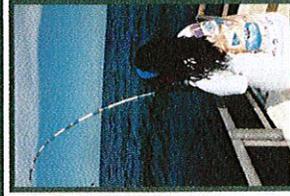
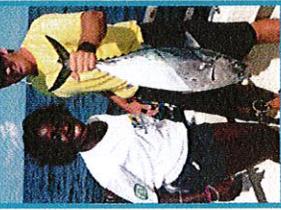
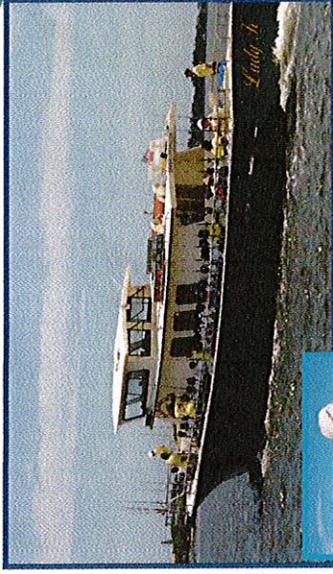
APPLICANT SIGNATURE: [Signature] DATE: 5/9/13

③ No road closure + no signage

Support the Palm Beach County Fishing Foundation's

25th Annual

# Kid's Fishing Days



Kid's Fishing Days is a

community outreach program designed to introduce disadvantaged children to fishing and the marine environment.

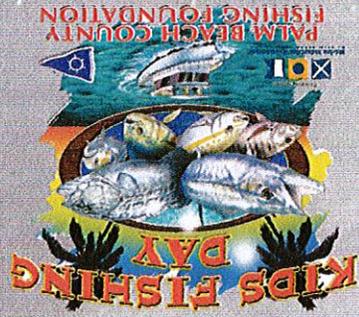
Presented by:



Marine Industries Association  
OF PALM BEACH COUNTY, INC.

## Help Us Take A Kid Fishing!

July 31st, August 1st & 2nd, 2012



Palm Beach County Fishing Foundation  
P.O. Box 468  
West Palm Beach, FL 33402  
(561) 832-6780 • Fax (561) 832-2137



PRSR STD  
U.S. POSTAGE  
PAID  
WEST PALM BEACH, FL  
PERMIT NO. 224

# The Palm Beach County Fishing Foundation

invites you to

# Take A Kid Fishing



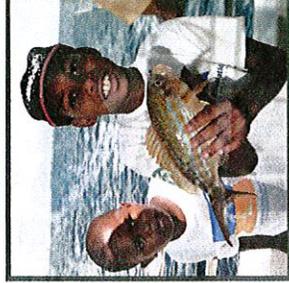
It's all about introducing kids to fishing and our marine environment! The Palm Beach County Fishing Foundation (the charitable affiliate of the West Palm Beach Fishing Club) along with the assistance of WPBFC members and other community volunteers will conduct its annual *Kid's Fishing Days*, celebrating 25 years, on July 31, August 1 & 2, 2012.

Hundreds of disadvantaged children from throughout Palm Beach County will experience what most of us take for granted, a day of boating, and fishing on the ocean. With the support of our event partner, the Florida Fish & Wildlife Conservation Commission, the kids will also learn all about our marine environment, why we need to protect it, and why it's important to be an ethical angler.

Since 1988, nearly 11,000 special kids have participated in this heartwarming community outreach event. Foster children, mentally and physically challenged kids and at-risk children have benefited from previous *Kid's Fishing Days* events. The program is free of charge to those who participate and is made possible each year through the generosity of many community volunteers and sponsors.

You or your business can help Take a Kid Fishing by sponsoring one or more children. A tax-deductible donation of \$35.00 will help cover the cost of one child's participation. Larger donations are greatly appreciated and will help cover significant expenses such as charter fees, t-shirts and rental expenses. Each child will receive a t-shirt, lunch, drinks, dessert, an official certificate of participation and a brand new fishing rod and reel. Of course, each child walks away with special memories of a fun day on the water and a better understanding of our unique marine environment. We believe programs like *Kid's Fishing Days* help build better citizens and environmental stewards for the future. We hope you feel the same way. If you have helped in the past, we thank you for your previous support and hope you can continue your assistance again this year. All donors will be recognized in the WPBFC's *Tight Lines* bulletin after the event.

**ALL CONTRIBUTIONS ARE TAX DEDUCTIBLE & ACCEPTED YEAR AROUND**



The PBCFF gratefully acknowledges the generosity and support of these major Kid's Fishing Days sponsors:



Marine Industries Association  
OF PALM BEACH COUNTY, INC.

Sandie &  
Ethan Weitz



The Fleming Family  
Foundation



Ryborich Endowment  
Memorial Funds  
benefiting Kid's Fishing Day



ForTheFund.com • (561) 333-3333

The Walter & Adi Blum Foundation, Inc.



DELRAY YACHT CRUISES



Cut and mail with your donation today

Yes, I/we would like to help the Palm Beach County Fishing Foundation  
**Take A Kid Fishing**

Donor's Name: \_\_\_\_\_

(Please print name as you would like it to appear in Tight Lines)

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Donation amount: Check (payable to the Palm Beach County Fishing Foundation)

\$35  \$70  \$125  \$250  Other \$ \_\_\_\_\_

VISA  MC  AMEX

Exp. Date     SIGNATURE: \_\_\_\_\_

**ALL CONTRIBUTIONS ARE TAX DEDUCTIBLE & ACCEPTED YEAR AROUND**

Presented by:

Return completed form with check or fax donations to:  
Palm Beach County Fishing Foundation,  
P.O. Box 468, West Palm Beach, FL 33402



Marine Industries Association  
OF PALM BEACH COUNTY, INC.

(561) 832-6780 • Fax (561) 832-2137

# 2013 KIDS FISHING DAYS

## Program Description

Palm Beach County

## Fishing Foundation



### KID'S FISHING DAY

This is all about introducing kids to fishing and our marine environment! Since 1988, the Palm Beach County Fishing Foundation, along with the assistance of volunteers and important community partners like the Marine Industries Association of Palm Beach County, has conducted an annual Kid's Fishing Day program. Each year, hundreds of less fortunate, at-risk and special needs children

from throughout Palm Beach County experience what most of us take for granted, a day of boating and fishing on the ocean. It takes three days and 12 separate drift boat trips to get all the kids on the water. More importantly, because of this program's strong educational component, the

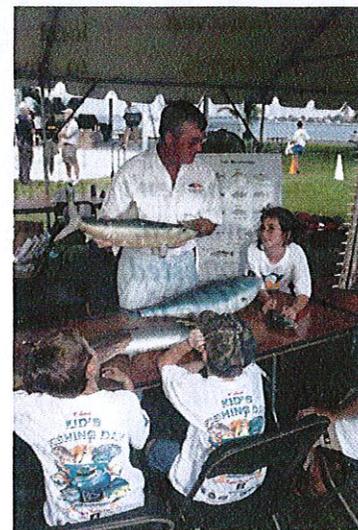
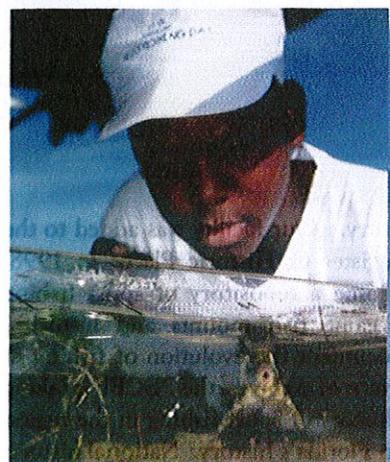
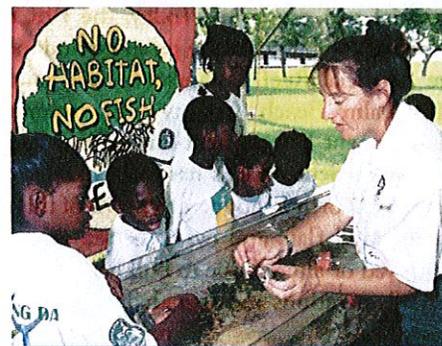
kids learn all about our marine environment and why we need to protect it. This is accomplished through a variety of hands-on educational stations based on land, which includes the Florida Fish & Wildlife Conservation Commission's Marine Touch Tank.

To date, over 11,000 special kids have participated in this heartwarming community outreach event. The program is free of charge to those who participate and is made possible each year through the generosity of many sponsors and volunteers. Each child receives an event t-shirt, lunch, drinks, dessert, and an official certificate of participation. If that wasn't enough, every kid goes home with a brand new fishing rod and reel. Of course, each child walks away with special memories of a fun day on the water and a better understanding of our unique marine environment.

For many, this ocean adventure is a first time experience. Seeing flying fish, sea turtles and large oceanic predators like sharks is a thrill not soon forgotten! We believe programs like our Kid's Fishing Day help build better citizens and environmental stewards for the future.

**“Your Kid's Day is the model for the rest of the United States.”**

- Mr. Bill Cole  
U.S. Fish & Wildlife Service, 1996

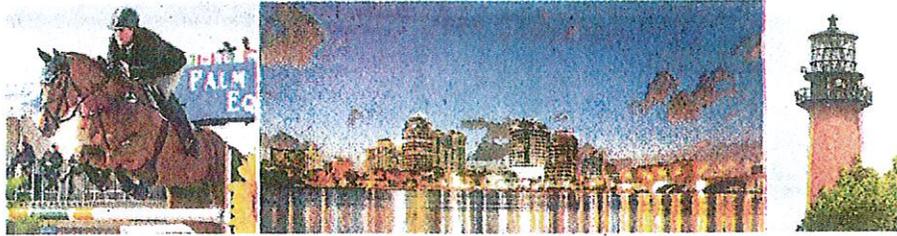


# 2013 KIDS FISHING DAYS

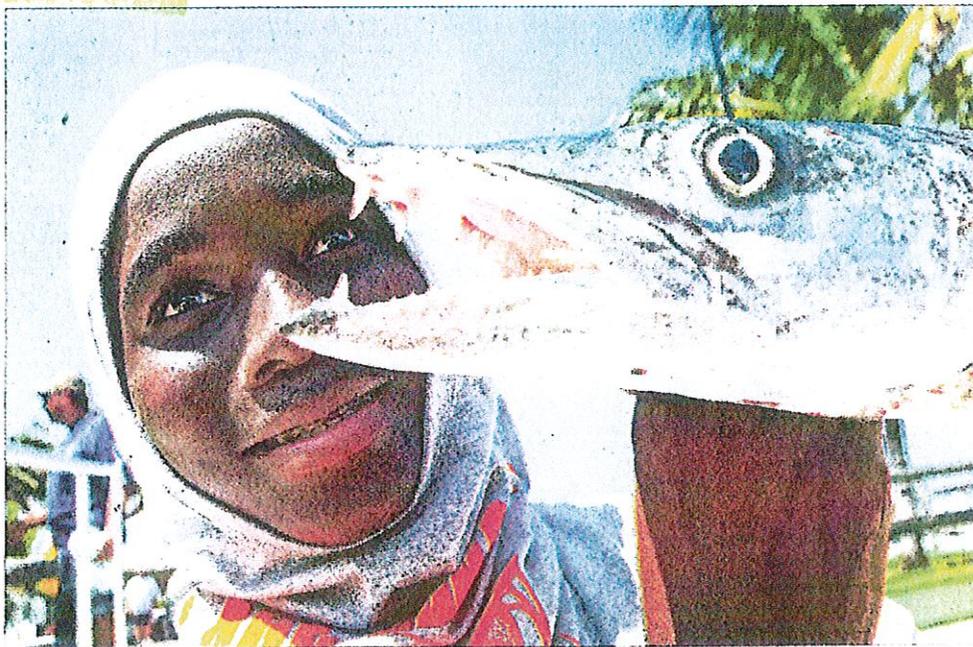


EVENT SET UP: MONDAY, JULY 29th  
 PROGRAM DAYS: TUESDAY, JULY 30th  
 WEDNESDAY, JULY 31st  
 THURSDAY, AUGUST 1st  
 EVENT BREAK DOWN: FRIDAY, AUGUST 2nd

# UNITY



## LAKE PARK



RICHARD GRAULICH / THE PALM BEACH POST

Kelon Edwards, 14, of Delray Beach, shows off the 5-pound barracuda he caught Wednesday during the Palm Beach County Fishing Foundation's 25th annual Kids' Fishing Day at the town marina in Lake Park. The three-day event continues today and has about 400 kids ages 8 to 14 from across the county participating.

## Kids learn to get hooked on fishing

**Annual program teaches them techniques, responsibility of sport.**

**By Hana Engroff**  
Palm Beach Post Staff Writer

LAKE PARK — Cheers erupted as Keion Edwards reeled in his group's first catch, a 5-pound barracuda.

"I was thinking, 'Oh my God,'" Keion, 14, said of hooking the fish.

The Delray Beach teen's barracuda was one of about a dozen fish — mostly bonitos and black sea bass — his group caught as part of the Palm Beach County Fishing Foundation's 25th annual Kids' Fishing Day at the Lake Park Harbor Marina.

But the three-day program,

which started Tuesday, is "more than just a fishing trip," said Tom Twyford, West Palm Beach Fishing Club president. "Catching a fish is just a bonus. It's more about introducing them to this sport and teaching them."

About 400 children from West Palm Beach to Pahokee registered this year for the free program. Ranging in age from about 8 to 14, they came from summer camps, church youth groups and Boys and Girls Clubs, some of them never having seen the ocean.

Groups of up to 40 arrived for morning and afternoon sessions, rotating through activity stations run by volunteers. They learned about knot-tying, casting a fishing rod, setting up a tackle box and being a responsible angler. They got to touch sea critters

in a tank provided by the Florida Fish & Wildlife Conservation Commission.

Each child also went home with a new fishing rod and reel from Fish Florida, but the program's highlight was a fishing trip aboard Living On Island Time, a 60-foot drift boat.

It was Edwards' first trip on a boat. He came with the Care-giving Youth Project, an organization for children who help take care of chronically ill family members.

"This is an ideal day for our kids to get out and have fun," said Karen Harwood, the organization's director of family care.

Getting to take home their own fishing rod is "like a gift that keeps on giving," she said.

hengroff@pbpost.com

scheduled Friday for former WP-TV-Channel 5 weatherman Rob Lopicola, who is accused of having sex with two underage boys he met through personal ads on Craigslist. Circuit Judge Stephen Rapp denied a request from prosecutors to delay the hearing because of a scheduling conflict. Lopicola, 42, has been at the Palm Beach County Jail since last month, when he was arrested in Broward County.

DAPHNE DURET

## Chamber candidates forum scheduled tonight

The Central Palm Beach County Chamber of Commerce will host a candidates forum 6 to 8 p.m. today in Building 1 at the South Florida Fairgrounds.

The event will allow attendees to meet candidates in a casual setting, ask questions and comment during brief one-on-one conversations.

Candidates running for federal, state and local offices are expected to attend, including: county sheriff candidate Joe Talley, circuit court candidate Jody Lane, county court candidate Jane Sullivan, Property Appraiser Gary Nikolits and challenger Robert Weinroth, and House of Representatives District 22 candidates Lois Frankel and Kristin Jacobs. For more information, call Scott Brown at (561) 578-4810.

MTRA MALEK

## LAKE WORTH

### Planning and zoning board member resigns

Robert Waples resigned from the city's planning and zoning board Tuesday, citing the need to devote more time to other priorities.

Waples also serves as president of the Residents of Lake Osborne Heights Neighborhood Association and the Neighbors Helping Neighbors Project, a nonprofit that organizes volun-



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 19, 2013

Agenda Item No. Tab 9

Agenda Title: Review of the Town Manager Annual Performance Evaluation for the Evaluation Period of June 29, 2012 to June 29, 2013

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_
- CONSENT AGENDA
- OLD BUSINESS

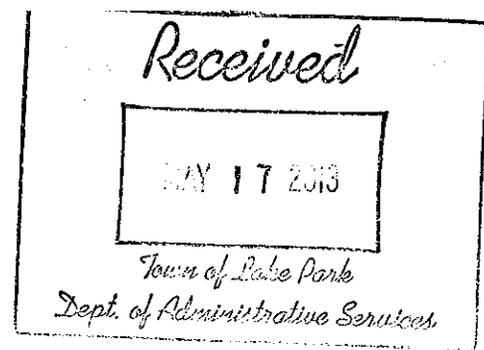
Approved by Town Manager *DSS* Date: 6/4/13

*Gambie McKibbin-Sumner*  
Name/Title HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  Human Resources	<b>Costs: \$ -0-</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments: Copies of Four Completed Evaluation Forms</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case: BMT</b> Please initial one.

Summary Explanation/Background:

Pursuant to Section 7 of the June 29, 2012 Employment Agreement between the Town of Lake Park and Town Manager Dale Sugerman, the Commission is required to conduct an annual review to evaluate the performance of the Town Manager. Attached are copies of all of the completed evaluation forms for the period of June 29, 2012 to June 29, 2013 which have been received from the Commission as of the deadline of June 3, 2013.



**Town of Lake Park**  
**PERFORMANCE EVALUATION FORM**  
**TOWN MANAGER**

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

**TOWN MANAGER**

*Rob Superman*

**Evaluator's Name**

**EVALUATION PERIOD**

6/29/2012 to 6/29/2013

**EVALUATION SCALE**

- |   |                      |   |
|---|----------------------|---|
| 5 | Outstanding          | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective       | Regularly meets and frequently exceeds standards of work performance.           |
| 3 | Effective            | Regularly meets standards of work performance.                                  |
| 2 | Marginally Effective | Often fails to meet standards of work performance.                              |
| 1 | Ineffective          | Clearly and consistently fails to meet standards of work performance.           |

## 1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 5 Maintains open and informative communications with the Town Commission
- 5 Knowledgeable of current developments affecting the local government management field.
- 5 Effectively implements and enforces Town policies and procedures
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates problems and develops effective approaches for solving them.
- 5 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 5 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 5 Effectively recruits professional staff

### COMMENTS:

Take a position of open door policy with staff  
and positions himself ready for questions,  
clarification and solutions to any issue that  
influences citizens and corporation.

## 2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 5 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 5 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 5 Expenditures are made within budget limitations according to established policy

COMMENTS:

*Budget constraints are always considered*

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**3. PERSONAL SKILLS/COMMUNICATIONS**

- 5 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 5 Skillful in verbal communication
- 5 Skillful in written communication
- 5 Informs the Commission of current issues and administrative developments
- 5 Encourages a positive attitude regarding the Town
- 5 Receptive to constructive criticism and advice
- 5 Manages stress effectively

COMMENTS:

*seems to be straight forward toward his expectations of himself and staff. Conveys his position as Town Mgr. with regard to his goals as a team leader and member*

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**4. RELATIONS WITH THE TOWN COMMISSION**

- 5 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 5 Carries out the directives of the Commission as a whole, rather than those of any one member
- 5 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 5 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 5 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

Stated his position regarding no surprises of staff and himself to staff. Great respect at all times. He is a leader with authority

5. COMMUNITY RELATIONS

- Effectively addresses and accommodates citizen complaints
- Shows a sensitivity to and appreciation of diversity of the Town's population
- Responsive to issues of both commercial and residential populations
- Takes a "hands-on" approach when necessary
- Maintains an effective working relationship with other local governments
- Takes a diplomatic approach to problem solving
- Projects a positive image on behalf of the Town of Lake Park
- Provides management support to Town Boards
- Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

Always available by phone, email or appointment. Surrounds himself with staff in a congenial, positive attitude. Bottom line - "I like him as a person and respect him as Lake Park's leader"

ADDITIONAL SUMMARY COMMENTS:

He has worked to earn the respect of staff and I greatly anticipate three years or more of working in a cohesive, positive environment toward our goals for Lake Park

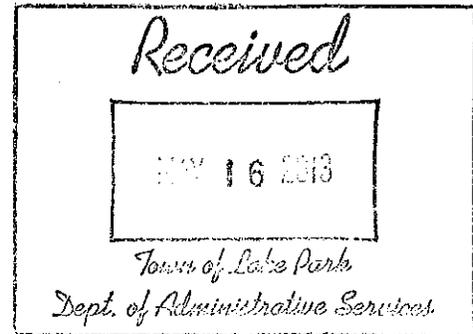
OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective

- 2 - Marginally Effective
- 1 - Ineffective

Kathleen M. Sappala  
EVALUATOR'S SIGNATURE

5-17-13  
DATE



**Town of Lake Park**  
**PERFORMANCE EVALUATION FORM**  
**TOWN MANAGER**

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

**TOWN MANAGER**

Michael O'Rourke

**Evaluator's Name**

**EVALUATION PERIOD**

6/29/2012 to 6/29/2013

**EVALUATION SCALE**

- |   |                      |   |
|---|----------------------|---|
| 5 | Outstanding          | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective       | Regularly meets and frequently exceeds standards of work performance.           |
| 3 | Effective            | Regularly meets standards of work performance.                                  |
| 2 | Marginally Effective | Often fails to meet standards of work performance.                              |
| 1 | Ineffective          | Clearly and consistently fails to meet standards of work performance.           |

## 1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 4 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 3 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 4 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

### COMMENTS:

I consider 4 a top grade. The two three's are b/c of this: There is a limited staff with the town right now and other than the Rec Dept. I have had no reason to meet w/ staff. and the recruitment question is not fair b/c I haven't seen any hiring in the limited time I been here.

## 2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 5 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 3 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

Again, I haven't been around long enough to evaluate  
negotiation skills.

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**3. PERSONAL SKILLS/COMMUNICATIONS**

- 4 Willing to commit time necessary to complete required tasks
- 5 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 4 Skillful in written communication
- 4 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 4 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

I am not always the easiest person to deal  
with as I tend to go on a little too much.  
So, I think the patience Mr. Sugerman has shown to  
me has been very good.

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**4. RELATIONS WITH THE TOWN COMMISSION**

- 4 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 5 Carries out the directives of the Commission as a whole, rather than those of any one member
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- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

3 explained: I am troubled by a specific issue regarding access to parking on Park Ave. I think we should do more to resolve this situation and I am surprised that the person has not been asked to a council meeting.

5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 4 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 4 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

I believe that there is a communication issue in our town that may not have anything to do with our manager. I do believe that we must do more to reach out to our residents and business owners.

ADDITIONAL SUMMARY COMMENTS:

I am so pleased that the Town of Lake Park is fortunate enough to have Dale Sugerman as our Manager. I believe that we are on the verge of greatness and Dale will be a key component in achieving that result.

OVERALL RATING:

- 5- Outstanding
- 4 - Very Effective
- 3- Effective
- 2- Marginally Effective
- 1- Ineffective

EVALUATOR'S SIGNATURE

5-16-13

DATE

June 15<sup>th</sup>  
no-later.



# Town of Lake Park

## PERFORMANCE EVALUATION FORM

### TOWN MANAGER

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TOWN MANAGER

*E. Flaherty*

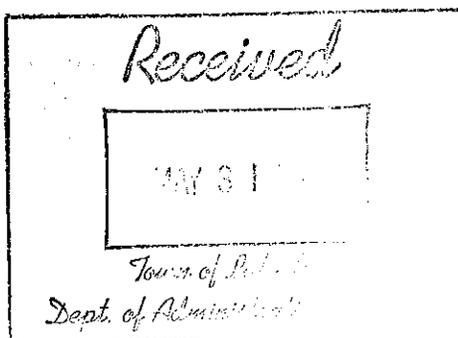
Evaluator's Name

EVALUATION PERIOD

6/29/2012 to 6/29/2013

### EVALUATION SCALE

- |   |                      |   |
|---|----------------------|---|
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- 4 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

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## 2. FISCAL MANAGEMENT

- 3 Possesses knowledge of governmental accounting/budget procedures
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- 3 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

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**3. PERSONAL SKILLS/COMMUNICATIONS**

- 5 Willing to commit time necessary to complete required tasks
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- 5 Skillful in verbal communication
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- 5 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 5 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

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**4. RELATIONS WITH THE TOWN COMMISSION**

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COMMENTS:

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**5. COMMUNITY RELATIONS**

- 5 Effectively addresses and accommodates citizen complaints
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- 4 Responsive to issues of both commercial and residential populations
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- 3 Takes a diplomatic approach to problem solving
- 4 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 2 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

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ADDITIONAL SUMMARY COMMENTS:

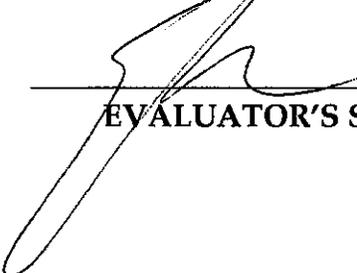
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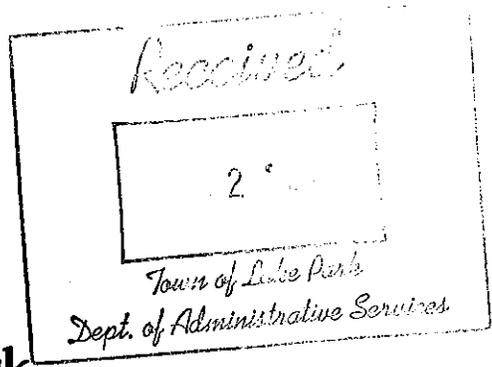
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OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

  
 \_\_\_\_\_  
 EVALUATOR'S SIGNATURE

5/28/2013  
 \_\_\_\_\_  
 DATE



**Town of Lake Park**  
**PERFORMANCE EVALUATION FORM**  
**TOWN MANAGER**

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

**TOWN MANAGER**

Kim Glas-Castro

Evaluator's Name

**EVALUATION PERIOD**

6/29/2012 to 6/29/2013

**EVALUATION SCALE**

- |   |                      |   |
|---|----------------------|---|
| 5 | Outstanding          | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective       | Regularly meets and frequently exceeds standards of work performance.           |
| 3 | Effective            | Regularly meets standards of work performance.                                  |
| 2 | Marginally Effective | Often fails to meet standards of work performance.                              |
| 1 | Ineffective          | Clearly and consistently fails to meet standards of work performance.           |

## 1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 3 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 3 Effectively implements and enforces Town policies and procedures
- 1 Demonstrates a capacity for innovation and creativity
- 3 Anticipates problems and develops effective approaches for solving them.
- 1 Maintains a work atmosphere conducive to productivity and efficiency
- 1 Takes responsibility for staff actions.
- 1 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 1 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 1 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 1 Effectively recruits professional staff

### COMMENTS:

\* I have not observed effective performance in many of these areas; but since I have only been sitting as Comr since March, it may be due to lack of opportunity to observe vs lack of performance - therefore I am not ranking these tasks

## 2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 1 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 3 Expenditures are made within budget limitations according to established policy

COMMENTS:

\* See comment above

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**3. PERSONAL SKILLS/COMMUNICATIONS**

- 3 Willing to commit time necessary to complete required tasks
- 3 Demonstrates high concern for ethical behavior
- 3 Skillful in verbal communication
- 3 Skillful in written communication
- 3 Informs the Commission of current issues and administrative developments
- 1 Encourages a positive attitude regarding the Town
- 1 Receptive to constructive criticism and advice
- 1 Manages stress effectively

COMMENTS:

\* See comment above

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**4. RELATIONS WITH THE TOWN COMMISSION**

- 4 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 3 Carries out the directives of the Commission as a whole, rather than those of any one member
- 3 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 1 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

\* See comment above

5. COMMUNITY RELATIONS

- Effectively addresses and accommodates citizen complaints
- Shows a sensitivity to and appreciation of diversity of the Town's population
- Responsive to issues of both commercial and residential populations
- Takes a "hands-on" approach when necessary
- Maintains an effective working relationship with other local governments
- Takes a diplomatic approach to problem solving
- Projects a positive image on behalf of the Town of Lake Park
- Provides management support to Town Boards
- Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

\* See comment above

ADDITIONAL SUMMARY COMMENTS:

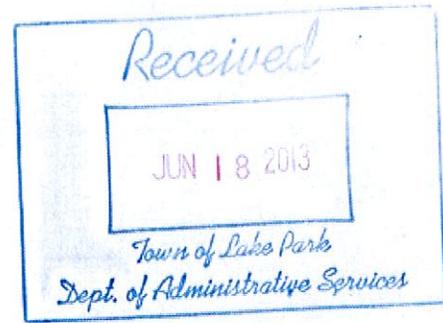
OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective

- 2 - Marginally Effective
- 1 - Ineffective

EVALUATOR'S SIGNATURE

DATE



**Town of Lake Park**  
**PERFORMANCE EVALUATION FORM**  
**TOWN MANAGER**

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments.

TOWN MANAGER

James DuBois

Evaluator's Name

EVALUATION PERIOD

6/29/2012 to 6/29/2013

**EVALUATION SCALE**

- |   |                      |   |
|---|----------------------|---|
| 5 | Outstanding          | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective       | Regularly meets and frequently exceeds standards of work performance.           |
| 3 | Effective            | Regularly meets standards of work performance.                                  |
| 2 | Marginally Effective | Often fails to meet standards of work performance.                              |
| 1 | Ineffective          | Clearly and consistently fails to meet standards of work performance.           |

## 1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 3\* Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 4 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 4 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 4 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

### COMMENTS:

- To some extent yes - However - My call log shows very few unsolicited incoming calls and many calls initiated on my part - a one way path of dialogue.

## 2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town
- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

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**3. PERSONAL SKILLS/COMMUNICATIONS**

- 4 Willing to commit time necessary to complete required tasks
- 4 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 4 Skillful in written communication
- 3 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 4 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

\* Somewhat over-reliant on written reports,  
a simple proactive phone call is always  
appreciated from time to time

**4. RELATIONS WITH THE TOWN COMMISSION**

- 4 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 4 Carries out the directives of the Commission as a whole, rather than those of any one member
- 4 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

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5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 4 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 4 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 4 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

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ADDITIONAL SUMMARY COMMENTS:

*The scale of 5 is excessive - 4 is the highest rating I can give based on effectiveness - Therefore the overall rating of "very effective" is on "A".*

OVERALL RATING:

- |                          |                         |
|--------------------------|-------------------------|
| 5- Outstanding           | 2- Marginally Effective |
| <u>4- Very Effective</u> | 1- Ineffective          |
| 3- Effective             |                         |

*James D. B. [Signature]*  
EVALUATOR'S SIGNATURE

6-18-13  
DATE



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 19, 2013

Agenda Item No. Tab 10

**Agenda Title:** TEXT AMENDMENT TO SECTION 78-71 TO INCLUDE AN "ANIMAL SERVICE ESTABLISHMENT" USE AS A SPECIAL EXCEPTION USE, AND "ANIMAL DAY CARE ESTABLISHMENT", "ANIMAL GROOMING ESTABLISHMENT", "ANIMAL INDOOR TRAINING CENTER", AND "PET SHOP" USE AS A PERMITTED USE WITHIN THE C-1 BUSINESS DISTRICT, AS WELL AS CREATING A "SPECIAL EXCEPTION" SUBSECTION TO THE C-1 BUSINESS DISTRICT TO INCLUDE SOME EXISTING C-1 PERMITTED USES AND THE NEW "ANIMAL SERVICE ESTABLISHMENT" USE AS A SPECIAL EXCEPTION USE. MODIFICATION TO SECTION 78-2 TO INCLUDE DEFINITIONS FOR THE VARIOUS USES BEING AMENDED IN THE C-1 BUSINESS DISTRICT.

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA  
 BOARD APPOINTMENT     OLD BUSINESS  
 **PUBLIC HEARING ORDINANCE ON 1<sup>st</sup> READING**  
 NEW BUSINESS  
 OTHER: \_\_\_\_\_

Approved by Town Manager  Date: 6/12/13

Nadia Di Tommaso / Community Development Director   
Name/Title

<b>Originating Department:</b>  Community Development	Costs: \$ 1,250 plus required advertisement(s) Funding Source: Applicant ("Barkley's") Acct. # 4649 <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>→ Staff MEMO</li> <li>→ Staff Report</li> <li>→ Ordinance 08-2013</li> <li>→ Exhibit "A" Table of Contents PBC Animal Care and Control Ordinance</li> <li>→ Exhibit "B" Section 10-155 – Noise Level Chart</li> <li>→ Exhibit "C" Section 11-1 – Definition for Domesticated Animal</li> </ul>
<b>Advertised:</b> Date: <i>N/A on first reading</i> Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

At the June 5<sup>th</sup> Town Commission meeting, staff introduced a proposed Text Amendment to Section 78-2 (Definitions) and Section 78-71 (C-1 Business District) of the Code of Ordinances

dealing with animals (and a few other housekeeping items). The basic intent of the amendment to the Code was to consider allowing Animal Service Establishments (which if authorized in the C-1 District would include outdoor areas for dogs as well as overnight boarding of animals). After considerable discussion, and one attempt to amend and then adopt the Ordinance, the item was postponed.

It seems that the item was postponed for a number of reasons:

- 1) It is unclear if a majority of the Town Commission will support Animal Service Establishments (and other similarly situated businesses) in the C-1 District.
- 2) If the Commission will give consideration to supporting Animal Service Establishments (and other similarly situated businesses) in the C-1 District, it is not clear if it should be done by right or by special exception.
- 3) Since the current Code does not have a certified mail notice provision to adjacent property owners for special exception applications, there was apparent opposition on moving forward with this Text Amendment since, if adopted, and as currently constructed, any special exception applicant would not be mandated to give formal notice of the special exception request to adjacent property owners.

Since the June 5<sup>th</sup> Commission meeting, staff has developed a scenario for the Town Commission to consider for going forward on this item:

- a) The criteria for Special Exception applications are governed under Section 78-184 of the Town Code. Staff will be submitting to the Planning & Zoning Board a recommendation for a Text Amendment to require certified mail notice to all property owners within 300 feet of any property which is part of a special exception application. Once this Text Amendment gets through the Planning and Zoning process, it will come to the Town Commission for consideration and approval.
- b) The Town Commission should reconsider the proposed Text Amendment for modifications to Section 78-2 (Definitions) and Section 78-71 (C-1 Business District) to determine if it wants to allow Animal Service Establishments (and other similarly situated businesses) in the C-1 Business District. This is a determination which should rest solely in the hands of the Town Commission. You may, or may not, want to allow such a use (or uses). If the Text Amendment is adopted as presented (or possibly modified), it will go to a second reading at the July 3<sup>rd</sup> Commission meeting.
- c) In the meantime, the Town currently has two (2) special exception applications which are pending in the Community Development Department. It is clear that the Code does not currently provide for certified mail notice to properties which are within 300 feet of the subject property of the application. However, in order to help these two applications to be as transparent as possible to the adjacent property owners, the Community Development Department either has, or will, send out certified mail notices as a courtesy to those adjacent property owners until the separate text amendment for a special exception notice requirement works its way through the legislative process.

**Recommended Motion: I move to approve the Ordinance on first reading.**



Town of Lake Park  
Community Development Department

**Nadia Di Tommaso**  
*Community Development Director*

June 7, 2013

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**MEMO**

Re: Ordinance No. 08-2013 - Text Amendment to Section 78-2 and 78-71

To: **TOWN COMMISSION**

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Pursuant to the Commission meeting of June 5, 2013, I would like to take this opportunity to inform the Commission that staff is moving forward with a text amendment to include a certified mail notice requirement in Section 78-184 of the Town Code for special exception applications. This will be presented at a future Commission meeting as it will need to be presented to the Planning and Zoning Board first.

This being said, staff has decided to send out certified mail notices to all property owners within 300 feet for all special exception applications that are currently in the pipeline as a Town courtesy. While these applications will be presented as a completely separate agenda item when they are ready to move through to the Commission for consideration, this will hopefully provide some comfort in knowing that additional notification, via a certified mail notice, will have also been provided at least 10 days in advance of the public hearing on first reading.

Being that the final action of the Commission was to “postpone” Ordinance No. 08-2013, staff is bringing forward the same proposal without any changes. While there was much discussion in regards to “outdoor areas” and possible nuisance factors, I would like to highlight that many of the uses being proposed as special exception uses in the C-1 Business District, not only those which are animal-related, are for the most part regulated by Palm Beach County agencies and in some cases, State agencies. In addition, the Town’s special exception procedure would also provide an additional opportunity for staff, the Planning and Zoning Board, and the Commission, to apply some necessary conditions as they relate to the business being proposed. Additionally, a certified mail notice to all property owners within 300 feet will also become a requirement.

This text amendment application would apply to ALL applicants interested in opening any one of the uses being proposed as a special exception use. While I would like to keep a current animal-related Town business completely segregated from this Text Amendment application given this understanding, I feel it is important to elaborate slightly on the business that is currently in operation in Town for the mere purpose of providing an example. While the existing business use of an “instructional studio” was already a permitted use in the Code upon its application approximately 16 months ago as a daytime use, an “accessory” outdoor area which was also permitted by Code at the time via a fence permit, was issued to the property. While factors such as parking, noise, and

Nadia Di Tommaso, Community Development Director  
Community Development Department  
881-3319 fax 881-3323  
[NDiTommaso@lakeparkflorida.gov](mailto:NDiTommaso@lakeparkflorida.gov)

sanitation were considered at the time, staff relied on the understanding that Palm Beach County Animal Care and Control, as well as the Town's noise and odor control Code provisions, could be enforced, keeping in mind that noise and odor controls are possible nuisances for several business types, not only those which are animal-related. At the time, staff was comfortable with this interpretation from a public health, safety and welfare standpoint, and the use, inclusive of its outdoor accessory component, carried on without any documented complaints or concerns. It was only when the Town discovered that a boarding component was incorporated that staff realized the initial intent of treating the use under the "general" instructional use category with the allowance of a fenced outdoor area enclosure, could no longer fit the general intent of the Code and that specific animal-related uses needed to be incorporated into the Code, inclusive of a boarding component, which was not permitted at the time and is still not permitted. This example is important not because it is representative of all future special exception uses that may come through for approval, but because it exemplifies that there are several controlling mechanisms that can be utilized to limit the negative impacts and promote compatibility.

In summation, staff's position is that "outdoor area" impacts can be regulated and controlled, given the proximity to the residential district. In addition, an outdoor area does not necessarily need to be at the rear of the property and this can be reviewed on a case-by-case basis along with the review of additional accessory use areas such as parking and adequate circulation that are required on all properties.



Meeting Date: June 19, 2013

To: TOWN COMMISSION

**Re:** TEXT AMENDMENT TO SECTION 78-71 TO INCLUDE AN “ANIMAL SERVICE ESTABLISHMENT” USE AS A SPECIAL EXCEPTION USE, AND “ANIMAL DAY CARE ESTABLISHMENT”, “ANIMAL GROOMING ESTABLISHMENT”, “ANIMAL INDOOR TRAINING CENTER”, AND “PET SHOP” USE AS A PERMITTED USE WITHIN THE C-1 BUSINESS DISTRICT, AS WELL AS CREATING A “SPECIAL EXCEPTION” SUBSECTION TO THE C-1 BUSINESS DISTRICT TO INCLUDE SOME EXISTING C-1 PERMITTED USES AND THE NEW “ANIMAL SERVICE ESTABLISHMENT” USE AS A SPECIAL EXCEPTION USE. MODIFICATION TO SECTION 78-2 TO INCLUDE DEFINITIONS FOR THE VARIOUS USES BEING AMENDED IN THE C-1 BUSINESS DISTRICT.

**Applicant:** Barkley’s Canine Club      **Staff Recommendation:** ADOPTION

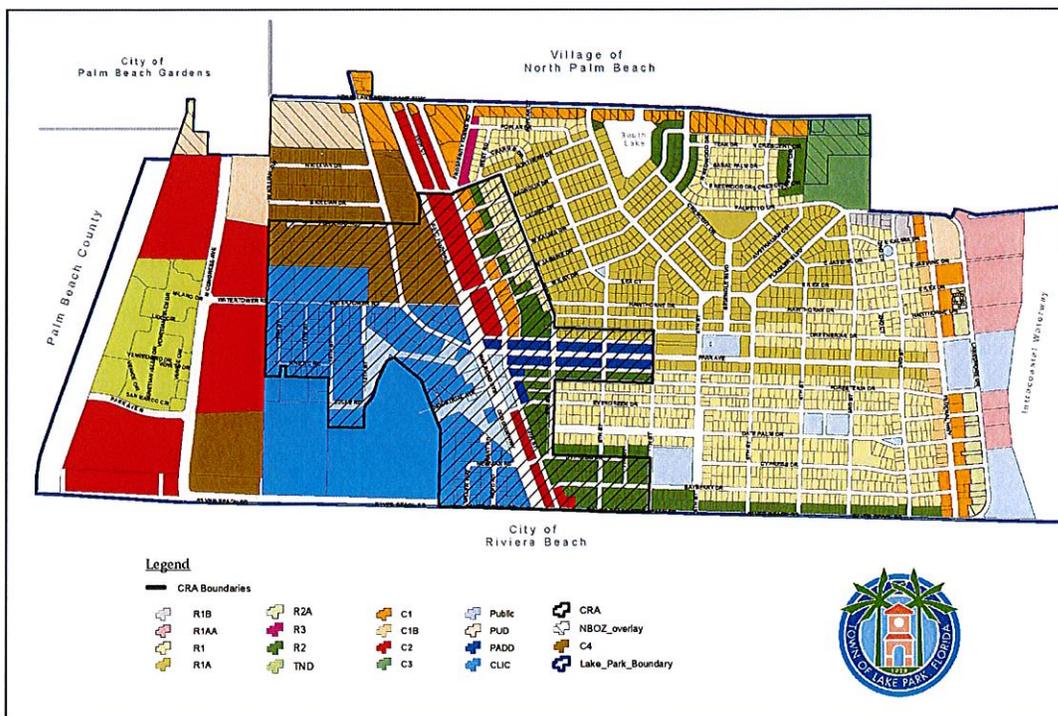
[Planning and Zoning Board Recommendation, May 6, 2013: Approval 4-0](#)  
[Town Commission Recommendation on 1<sup>st</sup> reading \(June 5, 2013\): Postponed](#)

**SUMMARY**

This Staff Report addresses a request for a Text Amendment to the Town of Lake Park Code of Ordinances filed by Barkley’s Canine Club (“Applicant”). The Applicant proposes to include “Animal Service Establishment” as a special exception use in the C-1 Business District. Staff is also proposing the inclusion of additional animal-related uses, namely, “Animal Grooming Establishment”, “Animal Training”, and “Pet Shop” as permitted uses in the C-1 Business District. Currently, the C-1 Business District does not include special exception uses, therefore this application is also proposing the creation of a Special Exception use section. In doing so, and in accepting the Planning and Zoning Board’s recommendations, staff is proposing the re-distribution of some currently permitted uses into the proposed Special Exception use category and is proposing that the respective ‘use’ definitions be added to Section 78-2 of the Town of Lake Park Code of Ordinances.

The C-1 Business District is intended to permit low intensity commercial uses, such as offices, personal services, and retail, along the south side of Northlake Boulevard from Old Dixie Highway to US-1, along the east side of 10th Street, and along portions of the east and west side of US-1, as illustrated in **Figure 1** below.

**Figure 1: Zoning Map; C-1 District in Orange**



## HISTORY

In early 2012, the Applicant received approval from the Town's Community Development Department for an animal "instructional studio" and an animal "beauty shop" at 524 Northlake Boulevard. Both the "instructional studio" use and the "beauty shop" use are currently permitted uses in the C-1 Business District. Following this initial application, the Applicant met with a Town Planner to discuss a request to use the facility as a use including "day care" and boarding for animals. The Applicant was informed that the C-1 Business District does not permit "day care" nor the boarding of animals as a permitted use. In the latter part of 2012, Town staff determined that the Applicant was boarding animals at its facility. The Applicant was cited by the Town's Code Enforcement Division for operating a use not permitted in the C-1 Business District. As a result, the Applicant sought a text amendment to incorporate the day care and boarding uses as permitted uses in the C-1 Business District. The Applicant submitted an application to the Town.

## APPLICATION

In researching the Town's Code of Ordinances, staff determined that the Town Code is deficient with regard to uses that are specific to animal related establishments. Consequently, staff is proposing to create an "Animal Service Establishment" use per the Applicant's request for an animal boarding facility, which would be subject to certain conditions. The amendments propose to classify a portion of the Applicant's business as an "Animal Service Establishment" which would incorporate the animal boarding component. This use, as proposed, would require special exception application approval due to the potential impacts of including this use in a predominantly low-intensity commercial district that abuts residentially zoned parcels. The special exception application will be presented under separate cover at a future Town Commission meeting. All animal-related establishment uses are regulated by Palm Beach County (PBC) Animal Care and Control under very strict regulations relative to the business owner's operation and are routinely inspected by PBC (see **Exhibit "A"** for the Table of Contents for PBC Animal Care and Control which lists the regulating criteria).

In addition to proposing the "Animal Service Establishment" use in the C-1 Business District as a special exception use, additional animal-related uses are also being proposed as permitted uses due to their low-intensity commercial nature and minimal impacts. Respective definitions for these uses are also being proposed in Section 78-2. Those uses being proposed as permitted by right, are defined as daytime uses that are entitled to generate slightly higher noise levels as indicated on the Town's Noise Ordinance chart as can be seen in "**Exhibit "B"**". Staff also recommends that the following uses be re-listed as special exception uses in the C-1 Business District due to their potential heightened impacts to noise, traffic, odors and design complexities. Some of these uses are being proposed using new use titles in an attempt to remain consistent with the Northlake Boulevard Overlay Zone (NBOZ) use titles for those properties located on the south side of Northlake Boulevard and within the C-1 Business District. The intent of each use remains the same. They include:

- Gasoline and other motor-fuel stations, to be re-listed as "Automotive Service Station"
- Mortuaries, to be re-listed as "Funeral Home"
- Motels, to be re-listed as "Motel/Hotel"
- Hospitals, sanitariums and medical clinics
- Substance abuse treatment facilities
- Sales, service and rental of motor vehicles, to be re-listed as "Vehicle Sales and Rental"

Pursuant to the Town Code, an applicant who applies for Special Exception Use approval will need to meet the criteria listed in **Sec. 78-184** of the Code. The Town Commission may also include conditions of approval pertaining to special exception uses such as:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place and/or restraints to minimize such effects as noise, vibration, air pollution, glare and/or odor.
2. Establish a special setback, open space requirement, and/or lot area or dimension.
3. Limit the height, size, and/or location of a building or other structure.
4. Designate the size, number, location and/or nature of access points (vehicle and pedestrian).
5. Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.
6. Limit or otherwise designate the number, size, location, height and/or lighting of signs.
7. Require the use of, and designate the size, height, location and/or materials for, berming, screening, landscaping and/or other facilities to protect and/or buffer adjacent or nearby property, including designating standards for installation and/or maintenance of the facilities.

8. Require the protection and/or relocation of additional trees, vegetation, water resources, wildlife habitat and/or other appropriate natural resources.
9. Require specific architectural details and/or design that produces a physical development which is compatible in appearance with the uses permitted by right in the zoning district.
10. Specify other conditions of approval to permit development of the special exception use in conformity with the intent and purpose of this Code and the town's comprehensive plan.

**Staff recommends the following Text Amendments to Sections 78-2 and 78-71 of the Town of Lake Park Code of Ordinances:**

**Sec. 78-2 Definitions:**

**Animal Day Care Establishment.** An indoor facility operated between the hours of 7am-10pm, for the purpose of providing care and protection of domesticated animals, no overnight boarding.

**Animal Grooming Establishment.** An indoor facility operated between the hours of 7am-10pm which accepts domesticated animals for bathing, clipping, dipping, pedicuring or other related grooming services (not to include breeding, veterinary, dentistry or overnight boarding).

**Animal Service Establishment.** An establishment which may include any of the following uses as specified in the individual zoning district.

(1) *Pet Stores*<sup>a</sup>. An indoor facility operated for the sale of domesticated animals, which includes overnight boarding;

(2) *Boarding Kennel*<sup>a</sup>. An indoor facility, where domesticated animals are boarded during the daytime or kept overnight.

Definition Attached as Exhibit "C"

Section 10-155 Attached as Exhibit "B"

<sup>a</sup> Noise nuisances which exceed permitted decibel levels as prescribed in the Town Code in Section 10-155 shall be mitigated by requiring extra insulation or any other improvements which is certified by a licensed noise professional and submitted to the Town's Community Development Department under a building permit application. Boarding shall be limited to domesticated animals. The Town Commission may require sound proofing or additional setbacks and landscaping to minimize noise and visual impacts on adjacent properties. Outdoor runs shall be paved or turfed, fenced, and connected to a Town-approved wastewater treatment facility and shall not be located any closer than 40 feet from adjacent residentially-zoned properties.

**Animal Indoor Training Center.** A facility operated between the hours of 7am-10pm for the teaching and training of domesticated animals.

**Automotive Service Station.** An establishment engaged in the retail sale of gasoline or other motor fuels, which may include accessory activities such as the sale of automotive accessories or supplies, the lubrication of motor vehicles, the minor adjustment or minor repair of motor vehicles, and a convenience store selling retail goods.

**Funeral Home.** An establishment engaged in preparing deceased human beings for burial, and managing and arranging funerals.

**Hospital, Sanitarium or Medical Center.** A facility for humans or animals, which provides primary, secondary, or tertiary medical care, emergency medical services, including preventive medicine, diagnostic medicine, treatment and rehabilitative service, medical training programs, medical research, and may include association with medical schools or medical institutions.

**Motel/Hotel.** A commercial establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term rents to tenants. The establishment may be constructed in a building or a group of buildings and may include one or more accessory uses such as dining rooms/restaurant or convenience/retail stores.

**Pet Shop.** An indoor facility operated between the hours of 7am-10pm for the purpose of selling animal accessories.

**Substance Abuse Treatment Facility.** A facility having one or more service components and operated by service providers licensed by the State of Florida as defined in Chapter 397, Fla. Statute.

**Vehicle Sales and Rentals.** An establishment engaged in the sale or rental from the premises of new or used motor vehicles or equipment, watercraft, recreational vehicles or mobile homes, with or without incidental service, maintenance or repair. Typical uses include new and used automobile sales, automobile rental, boat sales, boat rental, mobile home. The sale or rental of industrial or agricultural vehicles is prohibited.

**Sec. 78-71. C-1 Business District.**

Within the C-1 Business District, the following regulations shall apply:

(1) Uses permitted. Within the C-1 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

- a.** **Animal Day Care Establishment**
- b.** **Animal Grooming Establishment**
- c.** **Animal Indoor Training Center**
- ~~a- d.~~ Appliance stores, including radio and television services.
- ~~b- e.~~ Bakeries the products of which are sold at retail but not produced on the premises.
- ~~e- f.~~ Banks.
- ~~d- g.~~ Barbershops, beauty shops, chiropodists, masseurs.
- ~~e- h.~~ Fertilizer, stored and sold at retail only.
- ~~f.~~ ~~Gasoline and other motor fuel stations.~~
- ~~g- i.~~ Laundry pickup stations.
- ~~h.~~ ~~Mortuaries.~~
- ~~i.~~ ~~Motels.~~

- ~~j. Vehicle sales and rentals, including and accessory sales of parts and components and accessory repair shops on property on which a permanent building is erected and which building is used solely in connection with the use and where no part of the open storage area is within 25 feet of any street line provided that:
 
  1. The use is not within 500 feet of the same use, i.e., sales to sales, rentals to rentals, etc.;
  2. No vehicles, boats or wave runners are tested or repaired outside of a building designed for such purposes; and
  3. The parking requirements for the use are met over and above any areas provided for vehicles, boats or wave-runners, which are part of the specific business.~~
- ~~k. j. Offices, business and professional.~~
- ~~t. k. Outdoor miniature golf courses, all objects limited to eight feet in height and such building or premises is located not less than 500 feet from the premises of an existing nursery school, elementary school or high school.~~
- l. Pet Shop
- m. Restaurants.
- n. Shops, including shops for making articles without use of machinery, to be sold, at retail on the premises.
- o. Indoor Theatres.
- ~~p. No living quarters shall be permitted in any business or commercial structure or upon a lot or parcel upon which a business or commercial structure is situated.~~
- ~~q. Hospitals, sanitariums and medical clinics.~~
- ~~r. Motels without shop fronts or stores facing the street.~~
- ~~s. Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility or within 1,500 feet of a residential zoning district.~~
- ~~t. p. Instructional studios; including but not limited to, studios for the instruction of the martial arts, dance, voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar instructional studio uses which are deemed appropriate by the Town's community development director.~~
- ~~u. q. Transient residential use~~

(2)

Special exception uses permitted pursuant to section 78-184:

- a. Animal Service Establishment
- b. Automotive Service Station
- c. Funeral home
- d. Hospital, Sanitarium or Medical Clinic
- e. Motel/Hotel
- f. Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility or within 1,500 feet of a residential zoning district.
- g. Vehicle Sales and Rentals, including accessory sales of parts and components and accessory repair shops on property on which a permanent building is erected and which building is used solely in connection with the use and where no part of the open storage area is within 25 feet of any street line provided that:
 
  1. The use is not within 500 feet of the same use, i.e., sales to sales, rentals to rentals, etc.;
  2. No vehicles, boats or wave runners are tested or repaired outside of a building designed for such purposes; and
  3. The parking requirements for the use are met over and above any areas provided for vehicles, boats or wave-runners, which are part of the specific business.

**Recommended Motion:** Staff recommends that the Town Commission make a motion to APPROVE this Ordinance on first reading.

**WHEREAS**, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

**Section 2.** Chapter 78, Article I, Section 78-2 is hereby amended to add the following definitions, as follows:

**Sec. 78-2 Definitions:**

**Animal Day Care Establishment.** An indoor facility operated between the hours of 7am-10pm, for the purpose of providing care and protection of domesticated animals, no overnight boarding.

**Animal Grooming Establishment.** An indoor facility operated between the hours of 7am-10pm which accepts domesticated animals for bathing, clipping, dipping, pedicuring or other related grooming services (not to include breeding, veterinary, dentistry or overnight boarding).

**Animal Service Establishment.** An establishment which may include any of the following uses as specified in the individual zoning district.

(1) *Pet Stores*<sup>a</sup>. An indoor facility operated for the sale of domesticated animals, which includes overnight boarding;

(2) *Boarding Kennel*<sup>a</sup>. An indoor facility, where domesticated animals are boarded during the daytime or kept overnight.

<sup>a</sup> Noise nuisances which exceed permitted decibel levels as prescribed in the Town Code in Section 10-155 shall be mitigated

by requiring extra insulation or any other improvements which is certified by a licensed noise professional and submitted to the Town's Community Development Department under a building permit application. Boarding shall be limited to domesticated animals. The Town Commission may require sound proofing or additional setbacks and landscaping to minimize noise and visual impacts on adjacent properties. Outdoor runs shall be paved or turfed, fenced, and connected to a Town-approved wastewater treatment facility and shall not be located any closer than 40 feet from adjacent residentially-zoned properties.

**Animal Indoor Training Center.** A facility operated between the hours of 7am-10pm for the teaching and training of domesticated animals.

**Automotive Service Station.** An establishment engaged in the retail sale of gasoline or other motor fuels, which may include accessory activities such as the sale of automotive accessories or supplies, the lubrication of motor vehicles, the minor adjustment or minor repair of motor vehicles, and a convenience store selling retail goods .

**Funeral Home.** An establishment engaged in preparing deceased human beings for burial, and managing and arranging funerals.

**Hospital, Sanitarium or Medical Center.** A facility for humans or animals, which provides primary, secondary, or tertiary medical care, emergency medical services, including preventive medicine, diagnostic medicine, treatment and rehabilitative service, medical training programs, medical research, and may include association with medical schools or medical institutions.

**Motel/Hotel.** A commercial establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term rents to tenants. The establishment may be constructed in a bulding or a group of buildings and may include one or more accessory uses such as dining rooms/restaurant or convenience/retail stores.

**Pet Shop.** An indoor facility operated between the hours of 7am-10pm for the purpose of selling animal accessories.

**Substance Abuse Treatment Facility.** A facility having one or more service components and operated by service providers licensed by the State of Florida as defined in Chapter 397, Fla. Statute.

**Vehicle Sales and Rentals.** An establishment engaged in the sale or rental from the premises of new or used motor vehicles or equipment, watercraft, recreational vehicles or mobile homes, with or without incidental service, maintenance or repair. Typical uses include new and used automobile sales, automobile rental, boat sales, boat rental, mobile home. The sale or rental of industrial or agricultural vehicles is prohibited.

**Section 3.** Chapter 78, Article I, Section 78-71 of the Code is amended to add certain uses by right and special exception uses within the C-1 Business District, as follows:

**Sec. 78-71. C-1 Business District.**

Within the C-1 Business District, the following regulations shall apply:

(1) Uses permitted. Within the C-1 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

- a.** **Animal Day Care Establishment**
- b.** **Animal Grooming Establishment**
- c.** **Animal Indoor Training Center**
- ~~a-d.~~ Appliance stores, including radio and television services.
- ~~b-e.~~ Bakeries the products of which are sold at retail but not produced on the premises.
- ~~c-f.~~ Banks.
- ~~d-g.~~ Barbershops, beauty shops, chiropodists, masseurs.
- ~~e-h.~~ Fertilizer, stored and sold at retail only.
- ~~f.~~ ~~Gasoline and other motor fuel stations.~~
- ~~g-i.~~ Laundry pickup stations.
- ~~h.~~ ~~Mortuaries.~~
- ~~i.~~ ~~Motels.~~
- ~~j.~~ ~~Vehicle sales and rentals, including and accessory sales of parts and components and accessory repair shops on property on which a permanent building is erected and which building is used solely in connection with the use and where no part of the open storage area is within 25 feet of any street line provided that:~~
  - ~~1.~~ ~~The use is not within 500 feet of the same use, i.e., sales to sales, rentals to rentals, etc.;~~
  - ~~2.~~ ~~No vehicles, boats or wave runners are tested or repaired outside of~~

~~a building designed for such purposes; and~~

~~3.—The parking requirements for the use are met over and above any areas provided for vehicles, boats or wave-runners, which are part of the specific business.~~

~~k.~~ j. Offices, business and professional.

~~l.~~ k. Outdoor miniature golf courses, all objects limited to eight feet in height and such building or premises is located not less than 500 feet from the premises of an existing nursery school, elementary school or high school.

l. Pet Shop

m. Restaurants.

n. Shops, including shops for making articles without use of machinery, to be sold, at retail on the premises.

o. Indoor Theatres.

~~p. No living quarters shall be permitted in any business or commercial structure or upon a lot or parcel upon which a business or commercial structure is situated.~~

~~q.—Hospitals, sanitariums and medical clinics.~~

~~r.—Motels without shop fronts or stores facing the street.~~

~~s.—Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility or within 1,500 feet of a residential zoning district.~~

t.p. Instructional studios; including but not limited to, studios for the instruction of the martial arts, dance, voice, drama, speech, gymnastics, yoga, exercise, painting, photography, music, and other similar instructional studio uses which are deemed appropriate by the Town's community development director.

~~u.~~ q. Transient residential use

(2)

Special exception uses permitted pursuant to section 78-184:

a. Animal Service Establishment

b. Automotive Service Station

c. Funeral home

d. Hospital, Sanitarium or Medical Clinic

e. Motel/Hotel

f. Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility or within 1,500 feet of a residential zoning district.

g. Vehicle Sales and Rentals, including accessory sales of parts and components and accessory repair shops on property on which a

permanent building is erected and which building is used solely in connection with the use and where no part of the open storage area is within 25 feet of any street line provided that:

1. The use is not within 500 feet of the same use, i.e., sales to sales, rentals to rentals, etc.;
2. No vehicles, boats or wave runners are tested or repaired outside of a building designed for such purposes; and
3. The parking requirements for the use are met over and above any areas provided for vehicles, boats or wave-runners, which are part of the specific business.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 4. Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

# Palm Beach County Animal Care and Control Ordinance 98-22

## Animals Chapter 4\*

**\*Editor's note:** Ord. No. 98-22, §§ 1--31, adopted June 16, 1998, amended the Code by repealing former Ch. 4, §§ 4-1--4-21, 4-31--4-35, 4-51--4-56, 4-66, and 4-67, and adding a new Ch. 4, §§ 4-1--4-31. Former Ch. 4 pertained to similar subject matter and derived from Ord. No. 79-16, adopted December 4, 1979; Ord. No. 82-9, adopted March 23, 1982; Ord. No. 89-2, adopted March 3, 1989; Ord. No. 92-7, adopted April 21, 1992; and Ord. No. 93-24, adopted September 21, 1993.

**State law references:** Home rule powers of chartered counties, Fla. Const., art. VIII, § 1(g).

Sec. 4-1. Short title.

Sec. 4-2. Definitions.

Sec. 4-3. Females in heat.

Sec. 4-4. Dog and cat control.

Sec. 4-5. Animals creating nuisances.

Sec. 4-6. Scientific experimentation/animals as prizes.

Sec. 4-7. Injured animals, action required.

Sec. 4-8. Keeping/adopting stray animals and maintaining feral cats.

Sec. 4-9. Animal waste.

Sec. 4-10. Rabies vaccinations.

Sec. 4-11. Dog and cat rabies/license tags.

Sec. 4-12. Redemption and adoption.

Sec. 4-13. Adoption fees and sterilization requirements for dogs and cats.

Sec. 4-14. Records.

Sec. 4-15. Humane education.

Sec. 4-16. Animal bites and quarantining.

Sec. 4-17. Placement and impoundment of honeybee hives.

Sec. 4-18. Guard dogs.

Sec. 4-19. Evictions, jail terms, community service adjudications, and other involuntary occurrences; effect on animals.

Sec. 4-20. Disposal of bodies of dead animals.

Sec. 4-21. Livestock.

Sec. 4-22. Number of animals; acreage restrictions/excess animal habitats.

Sec. 4-23. Kennel, excess animal habitat, commercial breeder, pet dealer, pet shop, grooming parlor, and commercial stable permits.

Sec. 4-24. Animal care; manner of keeping.

Sec. 4-25. Dogs and cats offered for sale; health requirements.

Sec. 4-26. Animal agencies.

Sec. 4-27. Aggressive dogs, dangerous dogs and vicious dogs.

Sec. 4-28. Sterilization program for dogs and cats.

Sec. 4-29. Hobby breeder permits.

Sec. 4-30. Animal care and control special master hearings.

Sec. 4-31. Interference with enforcement.

Sec. 4-32. Violations, civil infractions, civil penalties.

Sec. 4-33. First offenders course.

Exhibit B: Town of Lake Park Noise Ordinance

Sec. 10-155. - Maximum permissible sound levels by receiving land use.

No person shall operate or cause to be operated any source of sound in such manner as to create a sound level which exceeds the limits set forth for the receiving land use district in Table 1, for more than 50 percent of any period of observation which shall not be less than ten minutes, when measured at the boundary of the receiving land use and as a result of a source of sound being located on some other property.

TABLE 1

Sound Levels by Receiving Land Use

Receiving Land Use	Time	Sound Level Limit dBA
Conservation	6:00 a.m.–7:00 p.m.	55
	7:00 p.m.–6:00 a.m.	50
Residential	7:00 a.m.–10:00 p.m.	55
	10:00 p.m.–7:00 a.m.	50
Commercial/Residential and Downtown	7:00 a.m.–10:00 p.m.	55
	10:00 p.m.–7:00 a.m.	50
Commercial	At all times	60
Commercial/Light Industrial	At all times	65
Public Buildings/Grounds and Other Public Facilities	7:00 a.m.–10:00 p.m.	60
Recreation and Open Space	10:00 p.m.–7:00 a.m.	55

Code 1973 § 15-5 Ord. No. 13-1990 § 1 12-3-1990 Ord. No. 37-20 2 § 2 5-2-2012

Exhibit C: Section 11-1 – Definition for "Domesticated Animal"

**Sec. 11-1. - Definitions.**

(...)

***Domesticated household pet and domesticated animal*** includes dogs, cats, parrots, parakeets, canaries, rabbits, guinea pigs, gerbils, hamsters, fish, turtles and other animals that can be legally sold in a licensed pet shop in the State of Florida, and which are kept as pets for the purpose of providing human companionship. Domesticated household pets and/or domesticated animals do not include animals which are considered "exotic" or "wild animals", and/or which require a permit from the State of Florida before such animals may be purchased, sold, or possessed. The following animals are not considered household pets or domesticated animals pursuant to this chapter: livestock, wild animals as defined by the State of Florida Fish and Wildlife Conservation Commission, and hoofed animals of any kind, excluding purebred miniature potbellied pigs, also known as *Sus scrofa bittatus*. The *Sus scrofa bittatus* are considered household pets, and may be kept in compliance with the applicable provisions of this chapter.

(...)



*Exhibit "D"*

**Town of Lake Park Town Commission  
Commission Workshop**

**Agenda Request Form**

**Meeting Date: June 19, 2013**

**Agenda Item No. *Tab 12***

**Agenda Title: Authorizing the Mayor and the Town Clerk to Execute an Agreement Between Palm Beach County and the Town of Lake Park for the use of \$37,294.00 in 2012-2013 CDBG funds for Tennis Court Improvements**

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA
- BOARD APPOINTMENT                       OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

**Approved by Town Manager** *DSS* **Date:** *6/13/13*

Dale S. Sugerman, Ph.D./Town Manager  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	Costs: \$ <b>0.00</b> Funding Source: Acct. # <b>N/A</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b> Agreement between Palm Beach County and the Town of Lake Park for the use of 2012-2013 CDBG funds.
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>DSS</i> <b>Please initial one.</b>

**Summary Explanation/Background:**

Palm Beach County is making available to the Town of Lake Park \$37,294.00 in 2012-2013 Community Development Block Grant funds to make improvements to the tennis courts in Kelsey Park and Lake Shore Park. In order to receive these grant funds, the Town must execute an agreement between the County and the Town. This resolution authorizes the Mayor and the Town Clerk to sign the agreement for grant funds.

**Recommended Motion:** I move to authorize the Mayor and the Town Clerk to execute the agreement between Palm Beach County and the Town of Lake Park for the use of \$37,294.00 of 2012-2013 CDBG funds to complete tennis court improvements.



PALM BEACH COUNTY  
DEPARTMENT OF ECONOMIC SUSTAINABILITY

**DOCUMENT TRANSMITTAL**

TO: Dale Sugarman, Town Manager SUBRECIPIENT: Town of Lake Park

PROJECT NAME: Tennis Courts Project DATE SENT: 5/15/13

DOCUMENT SENT: [ X ] Agreement [ ] Amendment No. \_\_\_\_\_ RETURN BY: 7/1/13

RE: SUBRECIPIENT AGREEMENT

PLEASE COMPLETE THE FOLLOWING WHEN RETURNING THE DOCUMENTS:

1. **BLUE INK:** SIGN ALL THREE DOCUMENTS IN **BLUE INK**

2. **SEAL:** INCLUDE COMPANY SEAL ON ALL **THREE** DOCUMENTS

IF YOUR ORGANIZATION DOES **NOT** HAVE A SEAL, 1) ATTACH A LETTER ON YOUR LETTERHEAD STATING SO, **AND** 2) PRINT THE WORD "SEAL" WITHIN A CIRCLE AT THE LOCATION INDICATED FOR THE AGENCY SEAL.

3. **NOT DATED:** DO **NOT** PUT A DATE ON THE DOCUMENTS

WE WILL INSERT DATE ON DOCUMENTS AFTER **FULL** EXECUTION.

4. **CERTIFICATE OF INSURANCE:** IMMEDIATELY FORWARD AN **UP-TO-DATE CERTIFICATE OF INSURANCE**.

INSURANCE COVERAGE **MUST** MEET THE INSURANCE AMOUNT REQUIREMENTS IN THE AGREEMENT. THE CERTIFICATE MUST SHOW THE **ADDITIONAL INSURED** AS "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY".

5. **SIGNATORY AUTHORITY:** PROVIDE A LETTER ON YOUR LETTERHEAD

(A) CERTIFYING WHICH INDIVIDUALS ARE AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION. YOUR LETTER MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, **AND**

(B) THE SOURCE OF THIS AUTHORITY (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.) **MUST** BE INCLUDED.

PLEASE RETURN ALL DOCUMENTS TO:

**BETSY BARR**  
Director of Contract Development & Quality Control  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**TOWN OF LAKE PARK**

**THIS AGREEMENT**, entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the Town of Lake Park, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 535 Park Avenue, Lake Park, FL 33403.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accord with the annual Action Plan, and the Town of Lake Park, desire to provide the activities specified this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Town of Lake Park to implement such undertakings of the Community Development Block Grant Program.

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

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the Town of Lake Park.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

**3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality shall implement the herein described improvements to the tennis courts located at 601 Federal Highway and 600 Lake Shore Drive, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit A as attached hereto and made a part hereof.

5. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$37,294 for the period of July 16, 2013, through and including January 31, 2014. Any funds not obligated by the expiration date of this Agreement shall automatically remain with the County and no longer be eligible for reimbursement to the Municipality.

6. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant Nos. B-12-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to January 31, 2014.

7. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

8. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the

commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (1) All subcontracts and agreements pursuant to this Agreement;
- (2) All capital equipment expenditures of \$1,000 or more;
- (3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (4) All change orders;
- (5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) **PROGRAM - GENERATED INCOME**

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

**The requirements of this section shall survive the expiration of this Agreement.**

9. **OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, or gender identity or expression, 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. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

10. **OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

11. **PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

12. **EVALUATION AND MONITORING**

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon

request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

**13. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

**14. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

**15. CDBG FUNDING AT EXPIRATION**

Upon expiration or termination of this Agreement, any funds not obligated by the Municipality shall remain with the County and no longer be available for reimbursement to the Municipality. Municipality shall transfer to the County any accounts receivable that are attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**16. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

**17. INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

**18. INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

**19. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**20. CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

**21. CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

**22. RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

**23. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal CDBG Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

**24. TERMINATION**

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

**(A) TERMINATION FOR CAUSE**

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

25. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

26. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

27. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on Page 1 of this Agreement.

28. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

29. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

30. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

31. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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 Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to

**TOWN OF LAKE PARK**

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.

**32. EXCLUSION OF THIRD PARTY BENEFICIARIES**

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.

**33. COUNTERPARTS OF THE AGREEMENT**

This Agreement, consisting of nineteen (19) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**34. ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MUNICIPALITY SEAL BELOW)

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
James DuBois, Mayor

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

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

**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Steven L. Abrams, Mayor  
Board of County Commissioners

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

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

By: \_\_\_\_\_  
Sherry Howard,  
Deputy Director

**EXHIBIT A**  
**WORK PROGRAM NARRATIVE**

**1. THE MUNICIPALITY AGREES TO:**

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the reconstruction of 6 tennis courts, two (2) of which are located at 601 Federal Highway and four (4) located at 600 Lake Shore Drive in the Town of Lake Park. Additionally, the Municipality and the consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Municipality.

- B. PROJECT SCOPE:** The scope of this project, subject to funding availability, shall include but not be limited to, the following tennis court improvements at 601 Federal Highway and 600 Lake Shore Drive:

Reconstruction of the existing tennis courts including the removal and replacement of deteriorated asphalt and drainage components, leveling and resurfacing of playing areas, and the installation of new net posts and nets.

(1) Should the Municipality use brand names in the bid package/drawings/specifications for this project, then these documents shall:

- (a) Clearly note that the specified brand name is used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost, prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for this project.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning tennis facility in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain DES approval prior to executing any change orders to such contract.

(6) Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

**The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.**

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.
- G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be January 31, 2014. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Advertise, Accept Bids, & Award Contract by: September 15, 2013  
Start Construction by: October 15, 2013  
Complete Construction by: December 31, 2013  
Submit Final Reimbursement Request by: January 31, 2014

- I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the monthly performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

**The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.**

- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
  - (1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government;  
or
  - b. The requirements of paragraph (2) of this section are met.
- (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration of this Agreement.**

- K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**L. ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to determine existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that must be considered in the design and implementation of the project. The Municipality will receive notification from DES following completion of the ER. If applicable, the letter will include a description of the required conditions and/or mitigation measures. Environmental review costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agree that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality agrees that such mitigation measures may affect the total project cost, as determined by DES.

**2. THE COUNTY AGREES TO:**

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$37,294. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are committed and available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
  - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**EXHIBIT B**

**PALM BEACH COUNTY ECONOMIC SUSTAINABILITY**  
**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: _____
<b>Sub-recipient Name:</b>	Town of Lake Park
<b>Project Name:</b>	Reconstruction of Tennis Courts @ Federal Highway and Lake Shore Drive
<b>Report Prepared By:</b>	_____
	Name Signature Date

**BUDGETING AND EXPENDITURES**

**Amounts Expended this Reporting Period:** CDBG Funds:\$ \_\_\_\_\_ Other Funds:\$ \_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 37,294.00	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

\_\_\_\_\_  
 \_\_\_\_\_

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the Town of Lake Park has met all of its Monthly Performance Requirements (Exhibit A, Paragraph H) referenced in the Agreement during this reporting period.

**Name & Title of Certifying Representative**

Send Monthly Performance Report to: Bud Cheney, Manager of CREIS  
 Department of Economic Sustainability  
 100 Australian Avenue, Suite 500  
 West Palm Beach, FL 33406

**EXHIBIT C****ASBESTOS REQUIREMENTS**  
**SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

**I. DEFINITIONS**

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

**II. ASBESTOS SURVEYS**

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Municipality, as applicable).

### III. ASBESTOS ABATEMENT

#### A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.
- (c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.
  - 1. An Asbestos Abatement Specification (Work Plan)
  - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

#### B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Municipality, as applicable).

- (a) Asbestos Abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.
- (b) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
  - 1. An Asbestos Abatement Specification (Work Plan).
  - 2. Post Job submittals, reviewed and signed by the FLAC.

- (c) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

**IV. NESHAP NOTIFICATION**

**A. RENOVATION**

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

**B. DEMOLITION**

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Municipality, as applicable).

**C. NESHAP FORM**

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Municipality, as applicable).

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33402

**V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
  1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
  2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
  3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.



Town of Lake Park Town Commission

Exhibit "E"

Agenda Request Form

Meeting Date: June 19, 2013

Agenda Item No.

**Agenda Title: REQUEST BY H&L PLANNING AND DEVELOPMENT CONSULTANTS ON BEHALF OF WATERFRONT SERVICES INC. TO ESTABLISH A BUILDING SUPPLIES OFFICE AND RETAIL SPACE WITH A STORAGE WAREHOUSE IN THE C-2 BUSINESS DISTRICT.**

- SPECIAL PRESENTATION/REPORTS  CONSENT AGENDA
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_ READING
- NEW BUSINESS – RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL**
- OTHER

Approved by Town Manager  Date: 6/12/13

Nadia Di Tommaso / Community Development Director  
Name/Title

<p><b>Originating Department:</b>  Community Development</p>	<p>Costs: \$ 750 plus required advertisement(s) Funding Source: Applicant ("H&amp;L") Acct. # 4647 <b>**A Town courtesy notice to all properties within 300 feet was also provided: \$140.43**</b> Acct# 500-41200 <input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>➔ Staff Report and Exhibit "A" (Zoning Map and Images of Existing Conditions)</li> <li>➔ Resolution ___-06-13</li> <li>➔ Copy of Applicant's Application</li> <li>➔ Plan (site details and landscaping) – available as a separate file in the drop box</li> </ul>
<p><b>Advertised:</b> Date: <b>May 20, 2013</b> Paper: <b>Palm Beach Post</b> <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone ___ <b>ND</b> – see <b>notation in costs field</b> OR Not applicable in this case ____ <b>Please initial one.</b></p>

**Summary Explanation/Background: PLEASE SEE STAFF REPORT.**

**Recommended Motion: I MOVE TO APPROVE THE PROPOSED SPECIAL EXCEPTION APPLICATION FOR A BUILDING SUPPLIES, OFFICE, RETAIL AND STORAGE WAREHOUSE USE AT 900 10<sup>TH</sup> STREET SUBJECT TO THE CONDITIONS OF APPROVAL OUTLINED IN THE ATTACHED STAFF REPORT.**



**TOWN LAKE OF PARK  
TOWN COMMISSION  
Meeting Date: June 19, 2013**

**REQUEST BY H&L PLANNING AND DEVELOPMENT CONSULTANTS ON  
BEHALF OF WATERFRONT SERVICES INC. TO ESTABLISH A BUILDING  
SUPPLIES OFFICE AND RETAIL SPACE WITH A STORAGE WAREHOUSE  
IN THE C-2 BUSINESS DISTRICT**

**APPLICANT’S REQUEST:** H&L Planning and Development Consultants as the agent of Waterfront Services, Inc. (“Applicant”) has applied for the approval of a Special Exception Use to authorize a “storage warehouse, office, building supplies, and retail” business at 900 10<sup>th</sup> Street (“Property” or “Site”) in the C-2 Business District. The approval of this Special Exception Use will permit the Applicant to occupy 70 percent of the interior as “storage warehouse” and the remainder of the space as an office and a retail showroom.

**BACKGROUND:**

Applicant(s): H&L Planning and Development Consultants as Agent for Waterfront Services, Inc. (a pool supply company), under the authorization of the existing property owner listed below.  
Owner(s): PO LLC  
Address/Location: 900 10<sup>th</sup> St.  
Net Acreage: 0.70 acres  
Legal Description: CITY SQUARE SLY 115.77 FT OF NLY 277 FT OF ELY 174 FT & SLY 102.86 FT OF NLY 231.86 FT OF WLY 81.20 FT  
Existing Zoning: C-2 Business District  
Future Land Use: COMMERCIAL

**Adjacent Zoning**

North: Commercial-2  
South: Commercial-2  
East: Commercial-1  
West: Commercial-4 & Campus Light Industrial/ Commercial

**Adjacent Existing Land Use**

North: Commercial  
South: Commercial  
East: Commercial  
West: Commercial / Light Industrial

*(ZONING MAP & IMAGES OF EXISTING CONDITIONS INCLUDED AS **EXHIBIT A**)*

## **I. SUMMARY OF REQUEST**

The Applicant is a pool and general contracting company currently located in the City of Palm Beach Gardens. The Applicant is seeking to relocate to the Town of Lake Park for the purpose of expanding their existing business. The Applicant is proposing to purchase and occupy a building located at 900 10<sup>th</sup> Street. This Site offers the Applicant adequate land to accommodate its business, including room for their required storage of supplies and equipment, adequate parking, and office space. The Applicant proposes to use 70 percent of the interior building floor area space for storage, and 30 percent of the interior building floor area for an office and retail space. The Site has a future land use designation of "commercial", and is zoned C-2. The use of "storage warehouse, building supplies, and retail" is permitted within the C-2 Business District as a Special Exception Use.

As part of the application, the Applicant was also required to submit a Site and Landscape Plan given its proposed accessory outdoor storage area. This plan referenced as Sheet 1 in the agenda packet, indicates the building's location, landscaping and other features of the Site. Staff reviewed the application based on the special exception criteria listed herein.

## **II. ANALYSIS OF SPECIAL EXCEPTION CRITERIA**

Staff reviewed the application submitted and analyzed whether the Applicant has met the six criteria of the Code, which include the following:

### **1. The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.**

#### **Objective 1, Policy 1.5 of the Town's Future Land Use Element (FLUE) within the Town's Comprehensive Plan states the following:**

*The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards.*

Staff finds that the approval of the proposed special exception use would further Objective 1 and Policy 1.5 by promoting the occupancy of a building which has been vacant for years. The Site will be improved for occupancy and serve to increase in value, without requiring any increase in the adopted Levels of Services to the area. Staff has recommended conditions of approval which if implemented will minimize any negative impacts which might be created by the approval of the special exception use on the Site.

#### **Objective 5 of the Town's FLUE states:**

*As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a*

*manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

**Policy 5.2 of the Town's FLUE states:**

*The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.*

The Applicant's special exception use furthers Objective 5 and Policy 5.2 of the Town's Comprehensive Plan by promoting the revitalization of an underutilized parcel that will remain compatible with the existing surroundings. The Applicant's proposed special exception use is compatible with the other commercial/light industrial uses which have developed in this zoning district and nearby districts.

**2. The proposed special exception use is consistent with the Town's land development and zoning regulations and all other portions of this Code.**

The Applicant's Site and Landscaping Plan proposes improvements to the parcel to accommodate the proposed building supplies/office and storage warehouse use. The Site Plan provides for increased landscaping to the proposed outdoor storage area, modification to the dumpster enclosure, and clear demarcation of the storage areas with adequate screening. The Site meets requirements for adequate parking whereby there are 14 existing spaces onsite and 14 spaces are required. Cross access is required as a condition of approval for this application.

**3. The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.**

The proposed special exception use is compatible with the character of the surrounding properties, which are also zoned C-2. The C-2 Business District permits retail and service establishments by right, and light industrial uses by special exception.

The Palm Beach County's Traffic Division has determined that the proposed special exception use is not expected to generate negative traffic impact; however, the Site has limited access and in order to access the Site's parking area, drivers must go through the neighboring properties. As a result, staff is requiring that the Applicant enter into a Cross Access Easement Agreement with the neighboring properties to the north and south of the Site prior to the issuance of any development permit. Occupancy shall be prohibited without this documentation.

The Applicant proposes to operate during daytime hours similar to the other businesses in the area, and while an outdoor storage area is being proposed, it is

being proposed to the rear of the property that abuts the Florida East Coast Railroad tracks. No exterior structural modifications to the building are being proposed.

- 4. The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

There is no additional combined "storage warehouse, building supplies, and retail" use in the immediate vicinity.

- 5. The proposed special exception use does not have a detrimental impact on surrounding properties based on:**

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**

The Applicant intends to have eight (8) employees at maximum shift. The Plan indicates there will be sufficient parking for employees working at the Site and for those who may visit the Site.

- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**

The Applicant is proposing to use the building as an office and warehouse space. The Applicant will not be using or storing any hazardous materials on the Site. The Applicant's daily operations are not expected to generate any noise, odors, or visual impacts which would constitute a nuisance within the context of this zoning district. The Applicant proposes to use the open space in the rear as an accessory screened outdoor storage area. The rear storage area will be fully screened with landscaping to prevent any visual disturbances. A complete list of vehicles/machinery stored on site is also included in the application packet.

- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The nature of the Applicant's daily operations does not foster heavy traffic flow. The Applicant expects the building to be primarily occupied by employees and not clients, as their operations entail off-site service; therefore, traffic flow in the vicinity of the Site is not expected to be an issue. Given that the building has been vacant for more than 5 years, a courtesy traffic review by Palm Beach County's Traffic Division was conducted and determined that the proposed special exception use is not expected to generate negative traffic impacts.

**6. That the proposed special exception use:**

**a. Does not significantly reduce light and air to adjacent properties.**

The Applicant's proposed special exception use will not cause change to the air or light quality. Existing lighting as originally approved is available onsite.

**b. Does not adversely affect property values in adjacent areas.**

The Applicant's improvement of the Site would not adversely impact the property values of adjacent properties. If anything, the Site would create a positive effect on the property values of adjacent properties by revitalizing an underutilized parcel.

**c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**

The Applicant's special exception use will not be a deterrent to any improvements or the redevelopment of surrounding properties. The development of the Site will serve to promote and encourage redevelopment.

**d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**

The proposed special exception use will not adversely affect any natural systems or public infrastructure. The Applicant will use the existing infrastructure to support their use.

**e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

N/A.

**III. STAFF RECOMMENDATION**

**Staff recommends that the Town Commission make a motion to APPROVE the proposed special exception application for a "storage warehouse, building supplies, and retail" use, subject to the following conditions:**

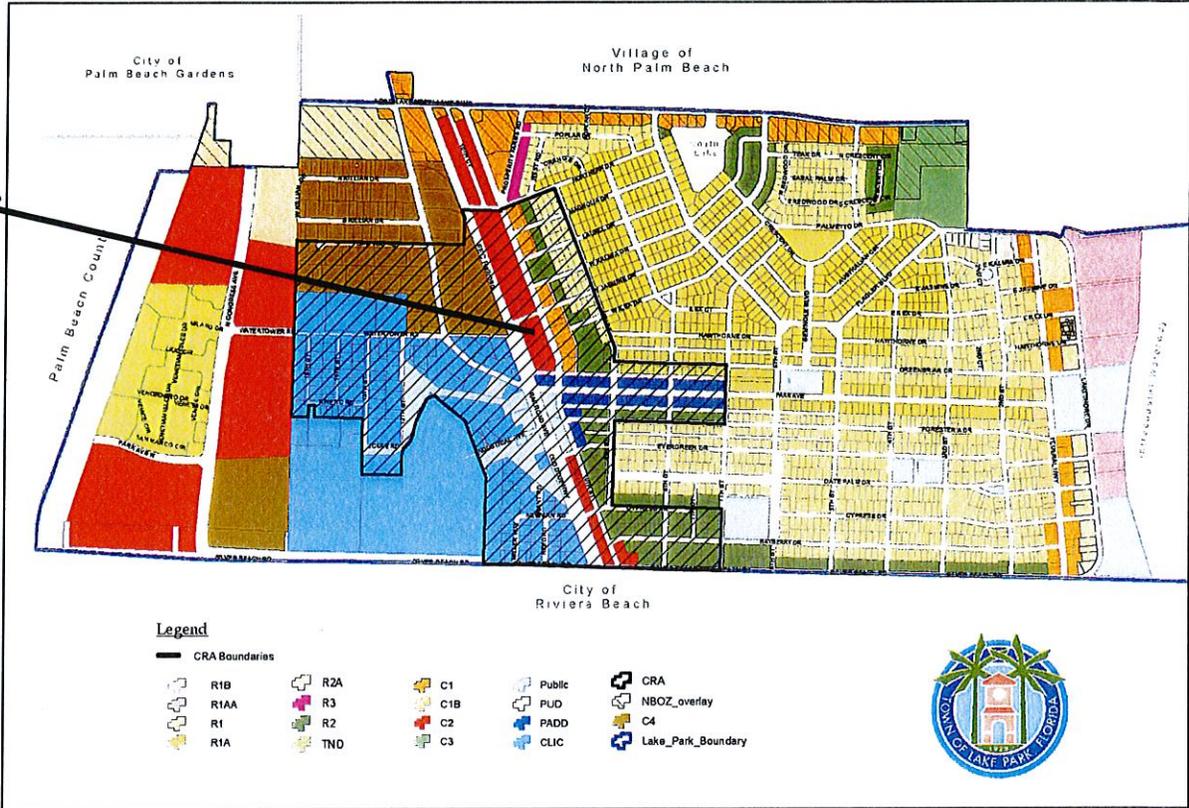
**1. The Owner shall develop the Property consistent with the following Plan submitted by H&L Planning and Development Consultants:**

**a. Site and Landscape Plan referenced as Sheet 1, and prepared by Tony Grimaldi Landscape Architecture, signed**

**and sealed 05/21/2013 and received and dated by the Department of Community Development on 05/24/2013.**

**2. The Owner shall submit a Cross Access Easement Agreement, executed by the Owner and the legal owners of the properties, north and south, prior to the issuance of any development permits. The Cross Access Easement Agreement shall be subject to the review and approval of the Town Attorney.**

**Exhibit A: Zoning Map with Images of Existing Conditions**



**Lake Park Zoning Map**



THIS MAP IS THE PROPERTY OF THE TOWN OF LAKE PARK, FLORIDA. IT IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE TOWN OF LAKE PARK, FLORIDA. THE TOWN OF LAKE PARK, FLORIDA, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

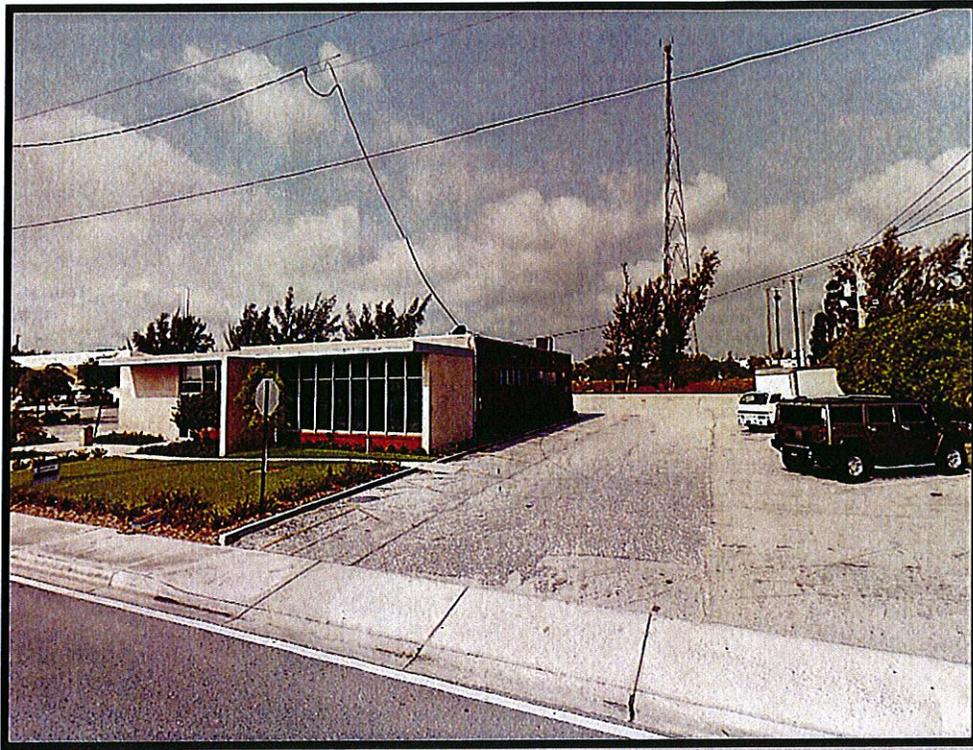
Aerial View:



Front View:



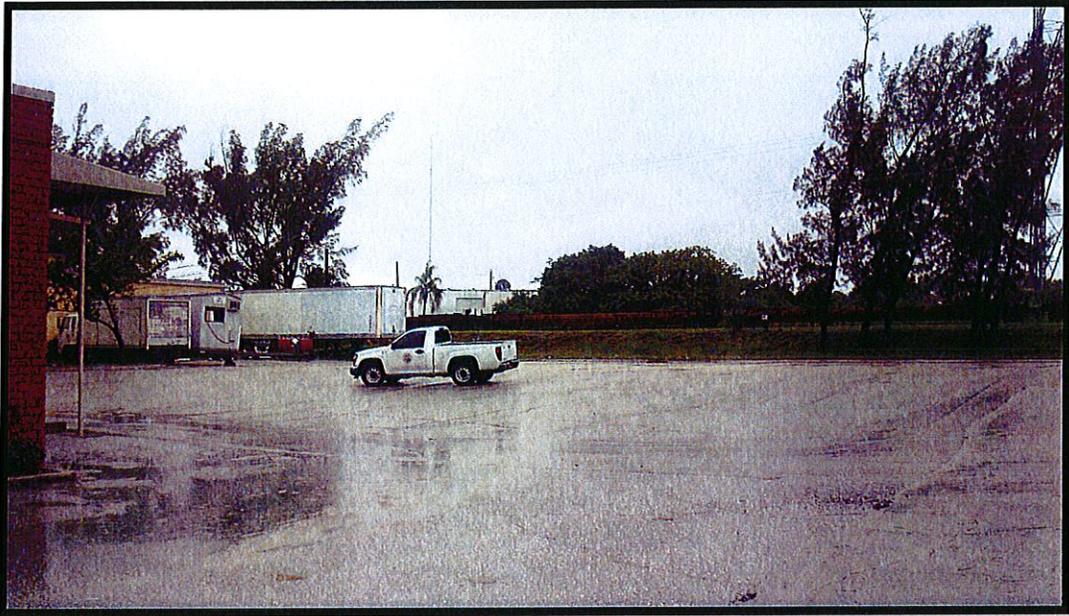
North Side View:



South Side View:



Side View Facing Rear:



Rear View:





# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, June 19, 2013, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
.....		
<b>Dale S. Sugerman, Ph.D.</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

**A. CALL TO ORDER/ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. SPECIAL PRESENTATIONS/REPORTS**

1. Presentation by Thomas L. Twyford, Jr. – Annual Kids Fishing Days Event at the Lake Park Harbor Marina /July 29 - August 2, 2013 **Tab 1**
2. Proclamations Honoring First United Bank Staff Members **Tab 2**
3. Proclamations – Marina Task Force Members **Tab 3**

**D. PUBLIC COMMENT:**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- 4. Commission Workshop Minutes of May 30, 2013 Tab 4
- 5. Regular Commission Meeting Minutes of June 5, 2013 Tab 5
- 6. Authorizing the use of General Fund Contingency Funds for the Attendance at the 2013 Florida League of Cities Annual Conference. Tab 6
- 7. Setting a Special Call Commission Workshop for June 26, 2013 Tab 7
- 8. Setting a Special Call Budget Workshop for July 17, 2013 Tab 8

F. **OLD BUSINESS:**

- 9. Review of the Town Manager Annual Performance Evaluation for the Evaluation Period of June 29, 2012 to June 29, 2013. Tab 9

G. **PUBLIC HEARINGS - ORDINANCE ON FIRST READING:**

- 10. Ordinance No. 08-2013 Text Amendment to Section 78-71 Tab 10  
A TEXT AMENDMENT TO SECTION 78-71 TO INCLUDE AN "ANIMAL SERVICE ESTABLISHMENTS" USE AS A SPECIAL EXCEPTION USE, AND "ANIMAL DAY CARE ESTABLISHMENT", "ANIMAL GROOMING ESTABLISHMENT", "ANIMAL INDOOR TRAINING CENTER", AND "PET SHOP" USE AS A PERMITTED USE WITHIN THE C-1 BUSINESS DISTRICT, AS WELL AS CREATING A "SPECIAL EXCEPTION" SUBSECTION TO THE C-1 BUSINESS DISTRICT TO INCLUDE SOME EXISTING C-1 PERMITTED USES AND THE NEW "ANIMAL SERVICE ESTABLISHMENT" USE AS A SPECIAL EXCEPTION USE. MODIFICATION TO SECTION 78-2 TO INCLUDE DEFINITIONS FOR THE VARIOUS USES BEING AMENDED IN THE C-1 BUSINESS DISTRICT.

H. **PUBLIC HEARINGS – ORDINANCE ON SECOND READING/QUASI-JUDICIAL:**  
None

I. **NEW BUSINESS:**

- 11. Designating the Town's Voting Delegate for the 2013 Annual Conference of the Florida League of Cities Tab 11
- 12. Resolution No. 12-06-13 Authorizing the Mayor and the Town Clerk to Execute an Agreement between Palm Beach County and the Town of Lake Park for the use of \$37,294.00 in 2012-2013 CDBG Funds for Tennis Court Improvements Tab 12

J. **PUBLIC HEARINGS RESOLUTION– QUASI-JUDICIAL:**

- 13. Resolution No. 13-06-13 Request by H&L Planning and Development Consultants on behalf of Waterfront Services Inc. to Establish a Building Supplies Office and Retail Space with a Storage Warehouse in the C2 Business District Tab 13

K. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

L. **ADJOURNMENT**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, July 3, 2013**