AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 3, 2013,
Immediately Following the
CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

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

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
None

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.

1. **Regular Commission Meeting Minutes of June 19, 2013** **Tab 1**
2. **Authorize the Mayor to Execute Amendment #3 with Philips and Jordan, Inc for Disaster Debris Removal** **Tab 2**

F. OLD BUSINESS:

None

G. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

3. Ordinance No. 08-2013 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.

Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "DEFINITIONS" CREATING NEW DEFINITIONS; PROVIDING FOR AMENDMENTS TO CHAPTER 78, ARTICLE III, SECTION 78-71 OF THE TOWN'S CODE OF ORDINANCES TO ANIMAL DAY CARE ESTABLISHMENT, ANIMAL INDOOR TRAINING CENTER, ANIMAL GROOMING ESTABLISHMENT, AND PET SHOP AS PERMITTED USES AND ANIMAL SERVICE ESTABLISHMENT AS A SPECIAL EXCEPTION USE IN THE C-1 BUSINESS DISTRICT; PROVIDING FOR THE RECLASSIFICATION OF THE PERMITTED USES OF AUTOMOTIVE SERVICE STATION, FUNERAL HOME, HOSPITAL, SANITARIUM OR MEDICAL CLINIC, MOTEL/HOTEL, SUBSTANCE ABUSE TREATMENT FACILITIES, AND VEHICLE SALES AND RENTALS AS SPECIAL EXCEPTION USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

I. NEW BUSINESS:

4. **Authorizing and Directing the Mayor to Execute an Interlocal Agreement on Behalf of the Town in a Lawsuit Brought Against Florida Public Utilities by the Town of Palm Beach** **Tab 4**
5. **Designating the Town's Voting Delegate and Alternate to the Palm Beach County League of Cities** **Tab 5**
6. **Approval of Accounting Policies and Procedures Manual** **Tab 6**

J. PUBLIC HEARINGS – QUASI-JUDICIAL HEARING:

7. **Resolution No. 14-07-13 Site Plan Approval for a 5,250 square foot, Single-Story Office/Warehouse Building to be Located on Gateway Road** **Tab 7**

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, July 17, 2013

Consent Agenda

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 3, 2013** **Agenda Item No.** Tab 1

Agenda Title: **Regular Commission Meeting Minutes of June 19, 2013**

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 6/24/13

Vivian Mendez, Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ 0 Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **Meeting Minutes** **Exhibit A, B, C, D, and E**
Advertised: Date: _____ Paper: _____ **[X] 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 *VM* **Please initial one.**

Summary Explanation/Background:

Recommended Motion: I move to approve the Regular Commission Meeting Minutes of June 19, 2013.

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

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

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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

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'Rourked 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 1st United Bank Staff Members

Mayor DuBois presented the proclamation to 1st United Bank staff.

Ms. Rene Weber gave a brief history on how 1st 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 87th 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 10th 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 1st 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

Town Seal

Approved on this _____ of _____, 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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

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

James C. Hart, Marina Director
Name/Title

Originating Department: **Lake Park Harbor Marina**	Costs: T&D Funding Source: Acct. [X] Finance _____	**Attachments:** Event Application
Advertised: Date: _____ Paper: _____ [X] 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 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.

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 over11,000 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	(X) AM ( ) PM	7:00	( ) AM (X) PM
Event Day 2	7/31/13	WEDNESDAY	7:30	(X) AM ( ) PM	7:00	( ) AM (X) PM
Event Day 3	8/1/13	THURSDAY	7:30	(X) AM ( ) PM	7:00	( ) AM (X) PM

Revised: 11/15/2012

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

Name: PALM BEACH COUNTY FISHING FOUNDATION

Address: P.O. Box 468

State/Zip: WEST PALM BEACH, FL 33402

Phone: (561) 832-6780

Alternate Phone # (561) 373-0957

Fax: (561) 832-2137

E-mail : ttwyford@MindSpring.com

Name: FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION - DIVISION OF MARINE FISHERIES MGT.

Address: 2590 EXECUTIVE CENTER CIRCLE EAST BERKELEY BUILDING, SUITE 204

State/Zip: TALLAHASSEE, FL 32301

Phone: (850) 617-9644

Alternate Phone # _____

Fax: (850) 488-7152

E-mail: NANCY.FISHER@MYFWC.COM

Individual(s) Responsible:

Name: Tom Twyford

Address: (SAME AS ABOVE)

State/Zip: _____

Phone: _____

Alternate Phone # _____

Fax: _____

E-mail : _____

Name NANCY FISHER

Address: (SAME AS ABOVE)

State/Zip: _____

Phone: _____

Alternate Phone # _____

Fax: _____

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 INSTILLING A STRONG CONSERVATION ETHIC

Estimated number of participants? 400

Has this event ever occurred in the Town of Lake Park? Yes X 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;
$2 million aggregate;
$100,000 damage to rented premises.

* INSURANCE CERTIFICATE BEING PROCESSED - WILL HAVE SAME COVERAGE AS LAST YEAR.

Revised: 11/15/2012

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. TCT.

(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)

Revised: 11/15/2012

SIGNATURES/APPROVALS:

Please Sign and Date.

PARKS & RECREATION DIRECTOR:

L. Carrau 5/30/13

PUBLIC WORKS DIRECTOR:

(N/A) 5/23/13

MARINA DIRECTOR: *(If applicable)*

5/30/13

PALM BEACH COUNTY SHERIFF:

Lt. 2053 053013

PALM BEACH COUNTY FIRE-RESCUE:

5/31/13 N DelRossi #20587

CODE COMPLIANCE OFFICER:

COMMUNITY DEVELOPMENT DIRECTOR: 5/31/2013

Comments:

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

APPLICANT SIGNATURE: **DATE:** 5/9/13

(3) No road closure. + no signage

Revised: 11/15/2012

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.

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

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

Help Us Take A Kid Fishing!

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

Presented by:

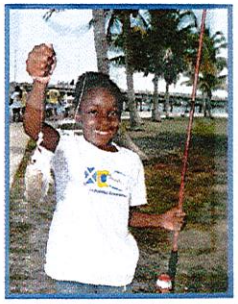
Marine Industries Association
OF PALM BEACH COUNTY, INC

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:

FISH FLORIDA

Marine Industries Association OF PALM BEACH COUNTY, INC.

Town of Lake Park, Florida

Florida Fish and Wildlife Conservation Commission

Sandie & Ethan Weitz

Palm Beach County KDW Classic 2012

The Fleming Family Foundation

DelRay Yacht Cruises

KIA Gen Smith Toyota

Ryborich Endowment Memorial Funds benefiting Kid's Fishing Day

Gordon & Doner — ForTheInjured.com • (561)333-3333

The Walter & Adi Blum Foundation, Inc.

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*)

Email: _____

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:

Marine Industries Association OF PALM BEACH COUNTY, INC.

Return completed form with check or fax donations to:
Palm Beach County Fishing Foundation,
P.O. Box 468, West Palm Beach, FL 33402
(561) 832-6780 • Fax (561) 832-2137

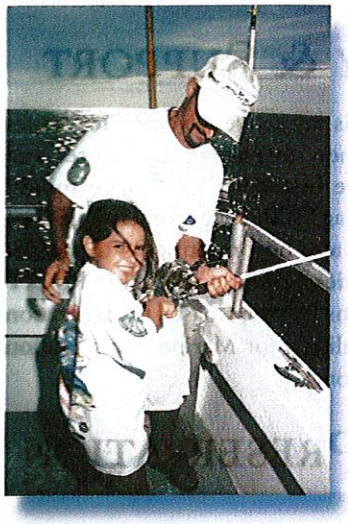
2013 KIDS FISHING DAYS

Program Description

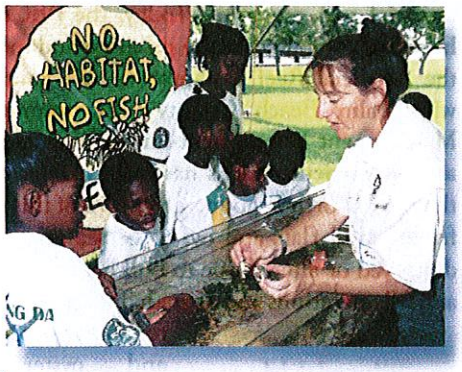
Palm Beach County
Fishing Foundation

KID'S FISHING DAY

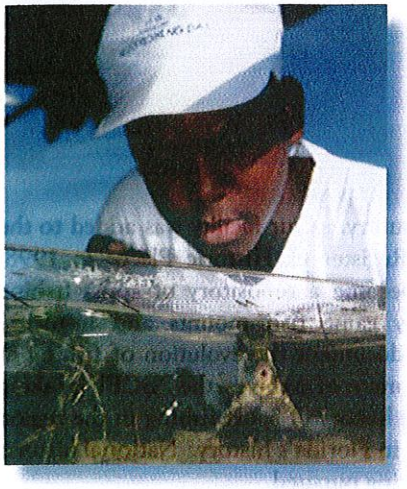
This is all about introducing kids to fishing and our marine environment! Since 1988, the Palm Beach County Fishing Foundation, along with the assistance of volunteers and important community partners like the Marine Industries Association of Palm Beach County, has conducted an annual *Kid's Fishing 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.

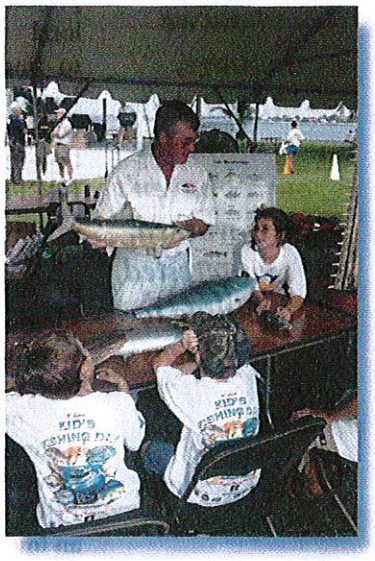


For many, this ocean adventure is a first time experience. Seeing flying fish, sea turtles and large oceanic predators like sharks is a thrill not soon forgotten! We believe programs like our *Kid's Fishing Day* help build better citizens and environmental stewards for the future.



"Your Kid's Day is the model for the rest of the United States."

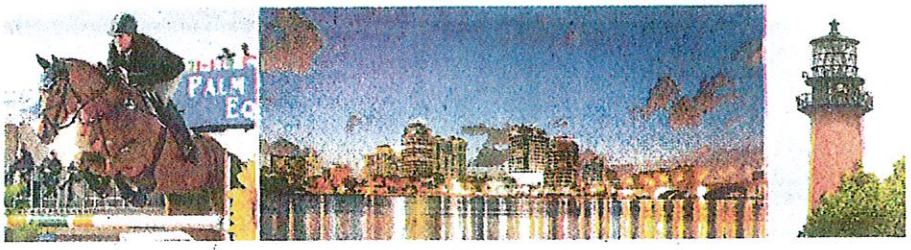
- Mr. Bill Cole
U.S. Fish & Wildlife Service, 1996



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



scheduled Friday for former WPTV-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.

MITRA 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-

LAKE PARK

RICHARD GRAULICH / THE PALM BEACH POST

Keion 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 Caregiving 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

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 [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [X] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

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

Sandi McKibben-Surma

Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments: Copies of Four Completed Evaluation Forms**
Advertised: Date: _____ Paper: _____ **[x] 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:** **BMT** **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.

Received
MAY 17 2013
Town of Lake Park
Dept. of Administrative Services

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 Dale Sugerman

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:
Buget Constraints are always considered

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

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**

5 Effectively addresses and accommodates citizen complaints
5 Shows a sensitivity to and appreciation of diversity of the Town's population
5 Responsive to issues of both commercial and residential populations
5 Takes a "hands-on" approach when necessary
5 Maintains an effective working relationship with other local governments
5 Takes a diplomatic approach to problem solving
5 Projects a positive image on behalf of the Town of Lake Park
5 Provides management support to Town Boards
5 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 Parks 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. Lappa — 5-17-13

EVALUATOR'S SIGNATURE — **DATE**

Received
MAY 16 2013
Town of Lake Park
Dept. of Administrative Services

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.

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.

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
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
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	2 -	Marginally Effective
(4)	Very Effective	1 -	Ineffective
3 -	Effective		

EVALUATOR'S SIGNATURE — **DATE** 5-16-13

June 7th
no- later.

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 E. Flaherty

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.

Received
Town of Lake Park
Dept. of Administration

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.
5 Effectively implements and enforces Town policies and procedures
4 Demonstrates a capacity for innovation and creativity
3 Anticipates problems and develops effective approaches for solving them.
5 Maintains a work atmosphere conducive to productivity and efficiency
4 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
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:

_____

_____

_____

_____

2. FISCAL MANAGEMENT

3 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
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:

_____

_____

_____

_____

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
4 Skillful in written communication
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:

_____

_____

_____

_____

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:

_____

_____

_____

_____

5. COMMUNITY RELATIONS

5 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
3 Takes a "hands-on" approach when necessary
4 Maintains an effective working relationship with other local governments
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:

_____

_____

_____

_____

ADDITIONAL SUMMARY COMMENTS:

_____

_____

_____

_____

OVERALL RATING:

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

_____ 5/28/2013

EVALUATOR'S SIGNATURE **DATE**

Received
2
Town of Lake Park
Dept. of Administrative Services

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.
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1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

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

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
— Encourages a positive attitude regarding the Town
— Receptive to constructive criticism and advice
— Manages stress effectively

COMMENTS: * See Comment above

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
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— 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
3 Provides management support to Town Boards
3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS: * See comment above

ADDITIONAL SUMMARY COMMENTS:

OVERALL RATING:

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

EVALUATOR'S SIGNATURE 6-2-13 **DATE**

Received
JUN 18 2013
Town of Lake Park
Dept. of Administrative Services

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 incomming 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:

_____

_____

_____

_____

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
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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:

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:

ADDITIONAL SUMMARY COMMENTS:
The scale of 5 is excessive - 4 is the highest rating I am capable of offering - Therefore the overall rating of "very effective" is an "A"!

OVERALL RATING:

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

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
[X] PUBLIC HEARING ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6/12/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department:	Costs: **$ 1,250 plus required advertisement(s)**	**Attachments:**
Community Development	Funding Source: **Applicant ("Barkley's")** Acct. # **4649** [ ] Finance _____	→ **Staff MEMO** → **Staff Report** → **Ordinance 08-2013** → **Exhibit "A" Table of Contents PBC Animal Care and Control Ordinance** → **Exhibit "B" Section 10-155 – Noise Level Chart** → **Exhibit "C" Section 11-1 – Definition for Domesticated Animal**
Advertised: Date: ***N/A on first reading*** Paper: _____ [ ] 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__*ND*_____ or Not applicable in this case ____ **Please initial one**.

Summary Explanation/Background:

At the June 5th 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 5th 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 <u>require</u> 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 3rd 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.

<u>Recommended Motion:</u> 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

MEMO

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

To: **TOWN COMMISSION**

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

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.

Nadia Di Tommaso, Community Development Director
Community Development Department
881-3319 fax 881-3323
NDiTommaso@lakeparkflorida.gov

Town of Lake Park
Community Development Department

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**

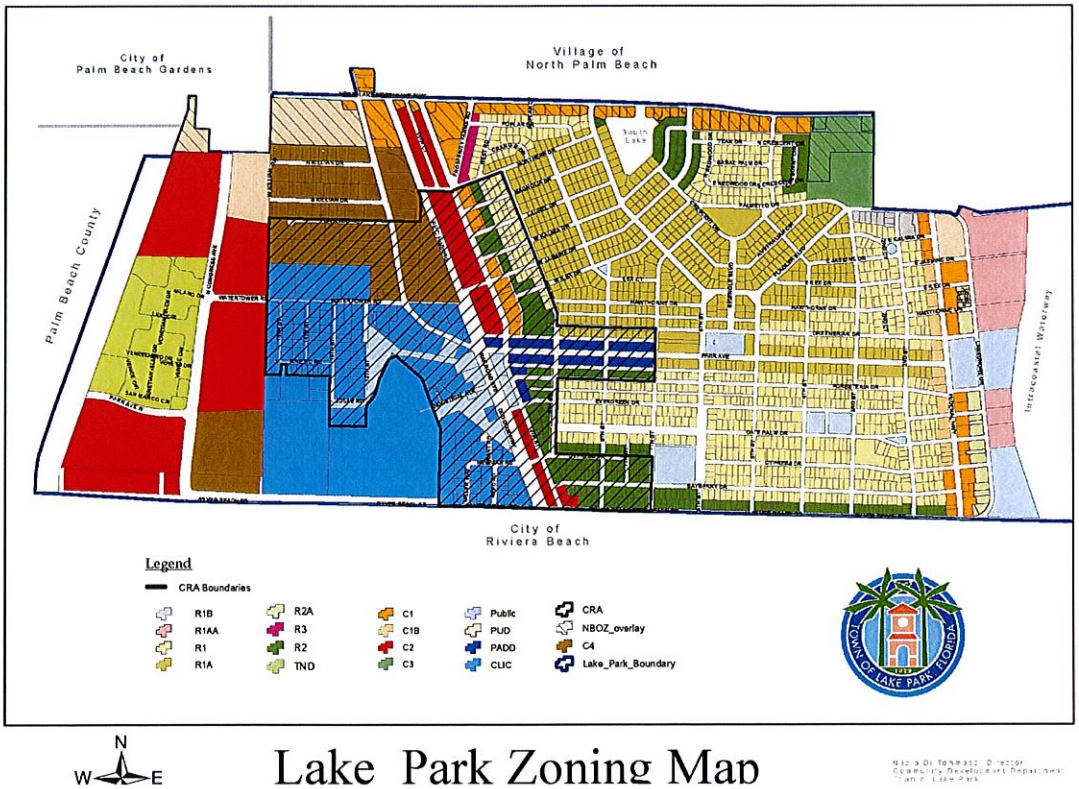
Planning and Zoning Board Recommendation, May 6, 2013: Approval 4-0
Town Commission Recommendation on 1st reading (June 5, 2013): Postponed

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* [a]. An indoor facility operated for the sale of domesticated animals, which includes overnight boarding;

Definition Attached as **Exhibit "C"**

(2) *Boarding Kennel* [a]. An indoor facility, where domesticated animals are boarded during the daytime or kept overnight.

Section 10-155 Attached as **Exhibit "B"**

[a] 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.

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.

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* [a]. An indoor facility operated for the sale of domesticated animals, which includes overnight boarding;

(2) *Boarding Kennel* [a]. An indoor facility, where domesticated animals are boarded during the daytime or kept overnight.

[a] 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.

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

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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.

Exhibit A: Palm Beach County Animal Care & Control Ordinance 98-22 Table of Contents

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, 10-3-1990; Ord. No. 37-2002, § 2, 5-2-2002

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 Dtate 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
[X] **NEW BUSINESS**
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6/3/13

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

Originating Department: **Town Manager**	Costs: $ **0.00** Funding Source: Acct. # N/A [ ] Finance _____	**Attachments:** Agreement between Palm Beach County and the Town of Lake Park for the use of 2012-2013 CDBG funds.
Advertised: Date: _____ Paper: _____ [X] 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 ____ **Please initial one.**

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

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

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

Approved as to Terms and Conditions
Department of Economic Sustainability

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

Report For:	Month: _____ Year: _____
Sub-recipient Name:	Town of Lake Park
Project Name:	Reconstruction of Tennis Courts @ Federal Highway and Lake Shore Drive
Report Prepared By:	_____ 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
[X] NEW BUSINESS – RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL
[ ] OTHER

Approved by Town Manager _____ **Date:** 6/12/13

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: **$ 750 plus required advertisement(s)** Funding Source: **Applicant ("H&L")** Acct. # **4647** ****A Town courtesy notice to all properties within 300 feet was also provided: $140.43**** Acct# **500-41200** [ ] Finance _____	**Attachments:** ➔ **Staff Report and Exhibit "A" (Zoning Map and Images of Existing Conditions)** ➔ **Resolution ___-06-13** ➔ **Copy of Applicant's Application** ➔ **Plan (site details and landscaping) – *available as a separate file in the drop box***
Advertised: Date: **May 20, 2013** Paper: **Palm Beach Post** [ ] 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__***ND – see notation in costs field*** or Not applicable in this case ____ **Please initial one.**

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 10TH 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 10th 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 10th 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 10th 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:

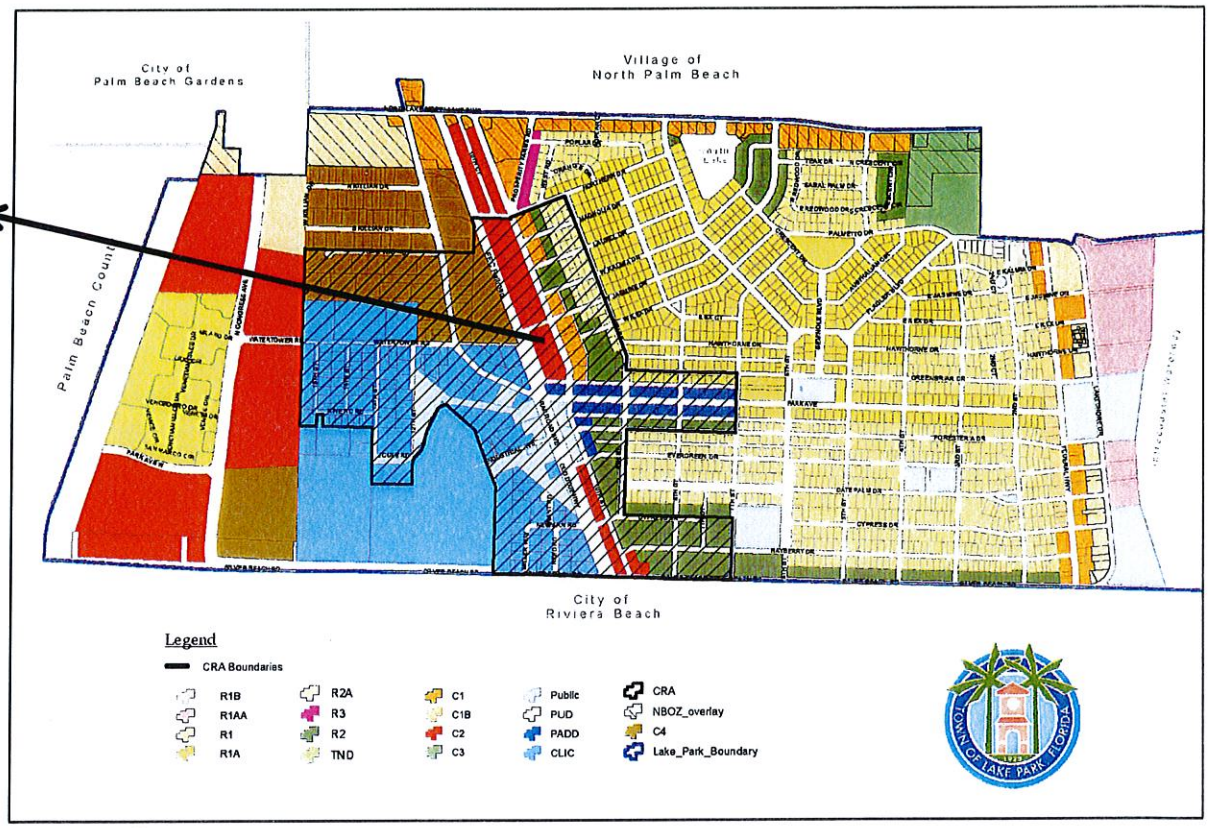
a. Site and Landscape Plan referenced as Sheet 1, and prepared by Tony Grimaldi Landscape Architecture, signed

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

Applicant's Site: 900 10th St

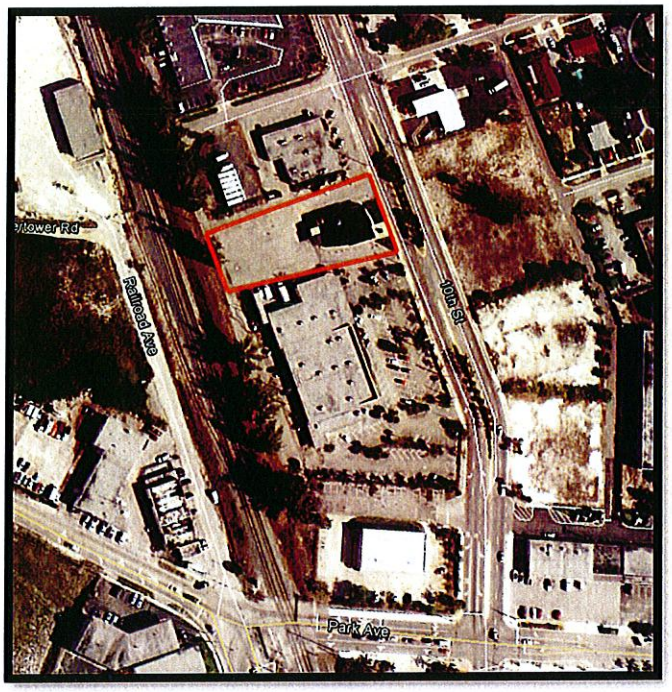


N W E S

Lake Park Zoning Map

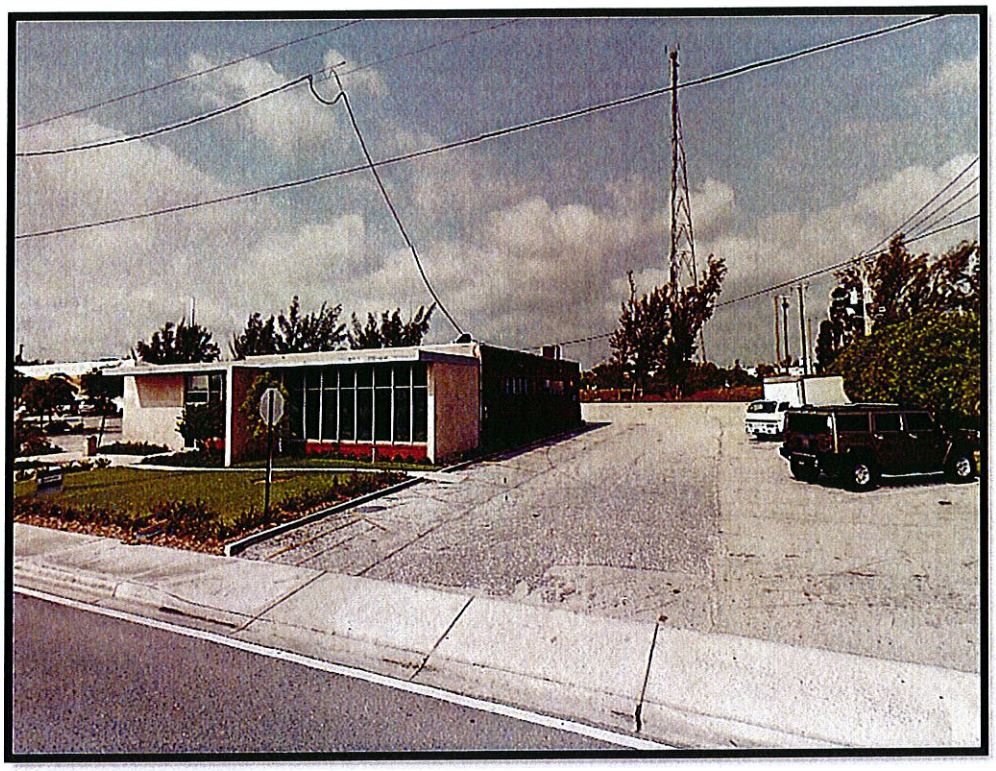
0 0.1 0.2 0.4 0.6 0.8 1 Miles

Aerial View:

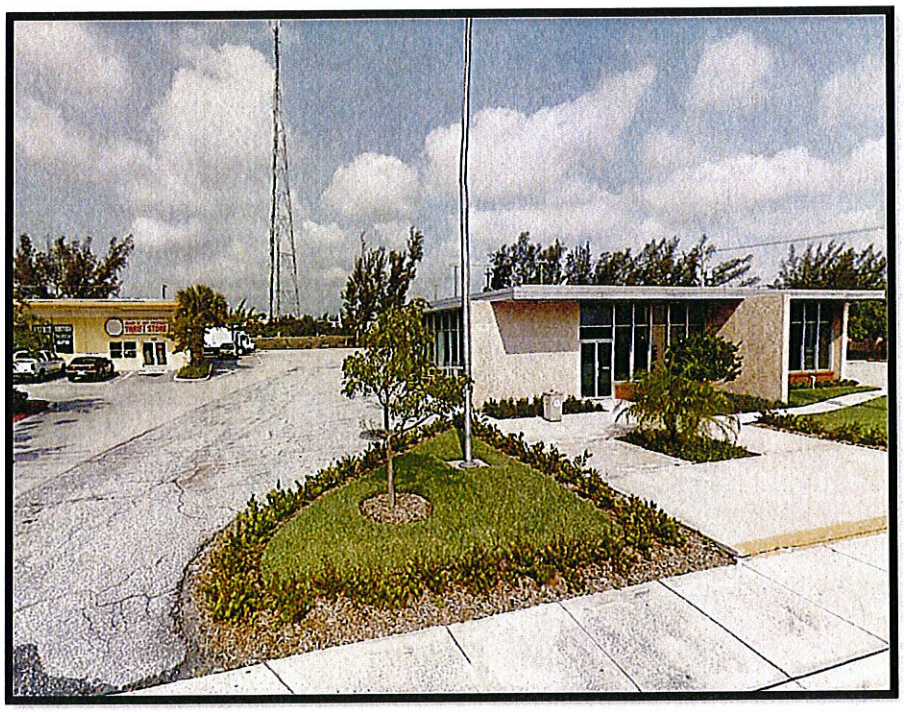


Front View:

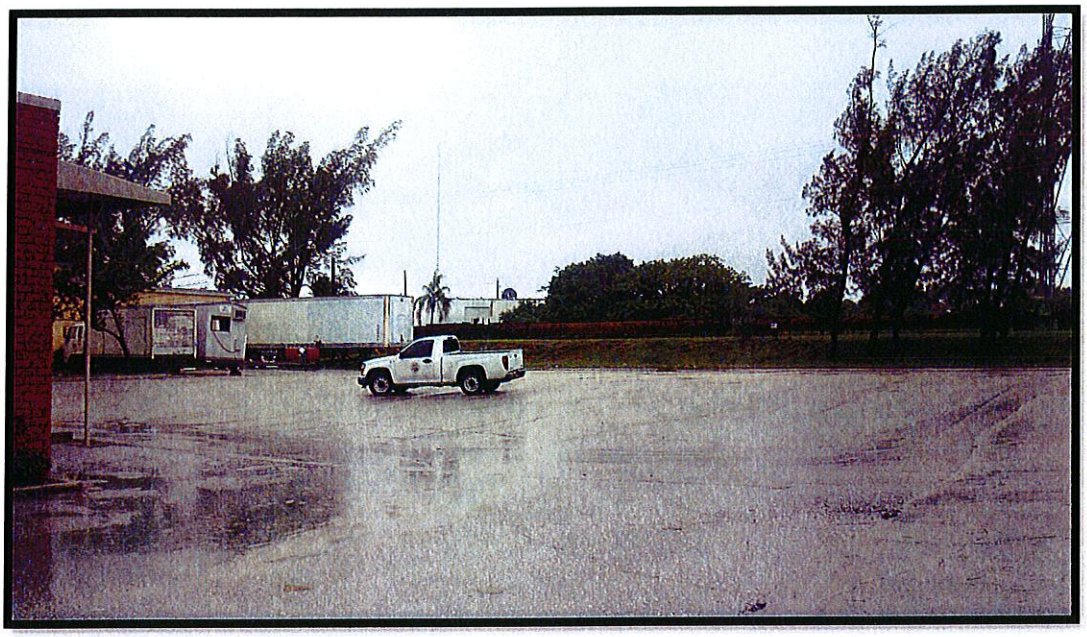
North Side View:



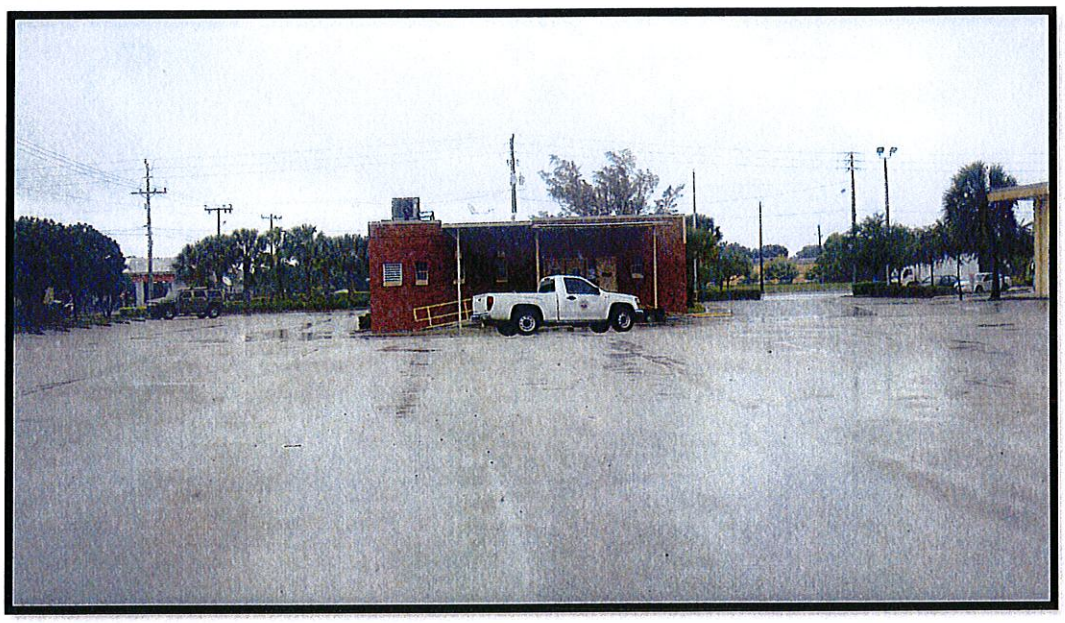
South Side View:



Side View Facing Rear:



Rear View:



TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 3, 2013 **Agenda Item No.** Tab 2

Agenda Title: Authorize the Mayor to Execute Amendment #3 with Philips & Jordan, Inc. for Disaster Debris Removal

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6/20/13

6/20/13
David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs: $ N/A** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **-10/14/10, Town Agreement w/ Phillips & Jordan for Amendment #2, Emergency Debris Removal** **-Amendment #3 between SWA and Phillips & Jordan** **-Offer to Extend Terms of Amendment #3 to Town of Lake Park**
Advertised: Date: _____ Paper: _____ **[X] 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** **Please initial one.**

Summary Explanation/Background: The Solid Waste Authority of Palm Beach County (SWA) has an agreement with Phillips & Jordan, Inc. to provide debris removal services to unincorporated areas of the County in the event of an emergency situation that overwhelms local service providers. The Town piggy-backed off of this agreement in October of 2010, so that it too would have back-up services available in case the Public Works Sanitation Division could not handle removal of debris generated by a large storm. The term of these agreements (Amendment #2) expired on June 13, 2013. The SWA issued a Request for Proposals (RFP) for fresh contracts for hurricane / disaster

debris removal, reduction, and disposal. The SWA was prepared to award the new debris removal contract; however, this decision was challenged and the lengthy bid process must start over.

In order to have emergency debris removal coverage while the SWA re-issues an RFP, Phillips & Jordan, Inc. has agreed to offer Amendment #3 to the current debris removal and disaster recovery contract with the County and the Town. This agreement shall remain in effect until the SWA negotiates a new contract with a vendor that meets all of the RFP criteria. The new RFP that has been issued still contains a clause that allows for other municipal agencies to piggy-back off of the agreement once it has been awarded to the lowest, responsive, responsible bidder. It will be in the Town's best interest to take advantage of this competitively bid contract and enter into an agreement with SWA's newly selected vendor but in the interim, the Town should keep the current agreement active.

This agreement is non-binding and funding is not required unless and until the Town decides to use Phillip & Jordan's services after a severe storm event.

Recommended Motion: I move that the Town Commission authorize the Mayor to execute Amendment #3 to the Agreement for Hurricane / Disaster Debris Removal, Reduction and Disposal with Phillips & Jordan, Inc.

June 12, 2013

RE: RENEWAL of Contract for Emergency Debris and Disaster Recovery Services

Dear Client,

Phillips and Jordan, Inc.'s Contract for Emergency Debris Management and Disaster Recovery Assistance with the Solid Waste Authority of Palm Beach County has been extended until such time a replacement Agreement is fully executed.

Phillips and Jordan, Inc. would like to extend the offer as a mutual aid agreement to provide debris management services in the event of an emergency under the same terms and conditions stated in the referenced Contract.

Please sign below if you are in agreement and return to Mike Harwood via fax at 828-479-3010 or email at mharwood@pandj.com. If we can be of further assistance please contact Mike Harwood via email, mharwood@pandj.com, or phone at 828-479-3371.

Sincerely,
PHILLIPS AND JORDAN, INC.

Edd Satterfield
Assistant Vice President

Accepted: _____
Name of Town, Village, or Municipality

_____ _____
Signature Date

_____ _____
Printed Name Title

P.O. Box 604 • Robbinsville, NC 28771 • office 828.479.3371 • fax 828.479.3010 • **pandj.com**

AMENDMENT #3 TO THE AGREEMENT FOR
HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL
BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND PHILLIPS AND JORDAN, INC.
DATED THE 14TH DAY OF JUNE, 2007

This Third Amendment, dated the **12th day of June 2013**, to the Agreement for the above written services, **Agreement No. 07-240**, between the Solid Waste Authority of Palm Beach County (hereinafter referred to as AUTHORITY), and **Phillips and Jordan, Inc.** (hereinafter referred to as CONTRACTOR).

Whereas, the parties desire to extend the term of the Agreement; and,

Whereas, AUTHORITY, desires CONTRACTOR to continue to perform the services as may be specifically designated and authorized by the AUTHORITY; and,

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

> In accordance with Article 21 - Modification, the AUTHORITY and CONTRACTOR mutually agree to extend the current Agreement for the above written services at the same terms and conditions from the current expiration, June 13, 2013, until such time a replacement Agreement is fully executed by the parties to that Agreement.

All other provisions of the Agreement for the services as written above dated the 14th of June 2007, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the Executive Director of the AUTHORITY has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Phillips and Jordan, Inc. has executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

PHILLIPS AND JORDAN, INC.:

Attest:
Dorinda M. Fobel
Asst Corporate Secretary

By: _____
Signature

(Corporate Seal)

Witness:

1. _____

2. _____

Name: J Patrick McMullen

Title: President

Approved by Authority Board on June 12, 2013, Item 5.h

AMENDMENT #2 TO THE AGREEMENT FOR
HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL
BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND PHILLIPS AND JORDAN, INC.
DATED THE 14TH DAY OF JUNE, 2007

This Second Amendment, dated the **14th day of June 2010**, to the Agreement for the above written services, **Agreement No. 07-240**, between the Solid Waste Authority of Palm Beach County (hereinafter referred to as AUTHORITY), and **Phillips and Jordan, Inc.** (hereinafter referred to as CONTRACTOR).

Whereas, both parties desire to extend the term of the Agreement for an additional three (3) year period as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY, desires CONTRACTOR to continue to perform the services as may be specifically designated and authorized by the AUTHORITY; and,

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

> In accordance with Article 1 - Effective Date/Term, the AUTHORITY and CONTRACTOR mutually agree to extend the Agreement for the above written services for a term of three (3) years effective **June 14, 2010 through June 13, 2013.**

All other provisions of the Agreement for the services as written above dated the 14th of June 2007, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the Executive Director of the AUTHORITY has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Phillips and Jordan, Inc. has executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:
1. _____
2. _____

By: _____
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

PHILLIPS AND JORDAN, INC.:

Attest:
_____
Corporate Secretary

By: _____
Signature

(Corporate Seal)

Witness:
1. _____
2. _____

Name: J. Patrick McMullen

Title: CFO

Approved by Authority Board on June 9, 2010, Item 5.H

October 6, 2010

Mayor Desca Dubois
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: AGREEMENT FOR EMERGENCY DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES BETWEEN PALM BEACH COUNTY, FLORIDA SOLID WASTE AUTHORITY AND PHILLIPS AND JORDAN, INCORPORATED

Dear Sir/Madam:

Phillips and Jordan, Incorporated's (P&J) Contract for Emergency Debris Removal and Disaster Recovery Services (No. 07-240) for the Solid Waste Authority of Palm Beach County (PBSWA) has been renewed for an additional three (3) years. A copy of Amendment #2 stating such is attached for your records.

Part 1-20 (Agreements With Other Governmental Entities) of RFP No. 07-224/JMD states:

> All PROPOSERS submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP; should the successful PROPOSER(S) deem it in the best interest of their business to do so.
>
> The agreement resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

I would like to extend the offer to the Town of Lake Park, Florida to enter into an exclusive agreement with P&J as allowed under the aforementioned Part 1-20 of said RFP. This offer is made at the same terms and conditions stated in the referenced Contract. The term of the agreement between our firms is effective beginning the date of acceptance (below) through June 13, 2013.

Additionally, the attached information sheet is to ensure that P&J has the most recent information for the Town of Lake Park on file. Please return one fully executed (original) letter and the information sheet to my attention upon acceptance.

Sincerely,
PHILLIPS AND JORDAN, INC.

Carrie Zitzman
Contracts Administrator

Accepted: Mayor Desca Dubois
Town of Lake Park, Florida

Desca DuBois
Signature

October 14, 2010
Date

Desca DuBois
Printed Name

Mayor
Title

Ordinance on First Reading

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 19, 2013 **Agenda Item No.** Tab 3

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
[X] PUBLIC HEARING ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 6/24/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department:	Costs: **$ 1,250 plus required advertisement(s)**	**Attachments:**
Community Development	Funding Source: **Applicant ("Barkley's")** Acct. # **4649** [ ] Finance _____	→ **Staff MEMO** → **Staff Report** → **Ordinance 08-2013** → **Exhibit "A" Table of Contents PBC Animal Care and Control Ordinance** → **Exhibit "B" Section 10-155 – Noise Level Chart** → **Exhibit "C" Section 11-1 – Definition for Domesticated Animal**
Advertised: Date: ***N/A on first reading*** Paper: _____ [ ] 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__***ND***_____ or Not applicable in this case ____ **Please initial one**.

Summary Explanation/Background:

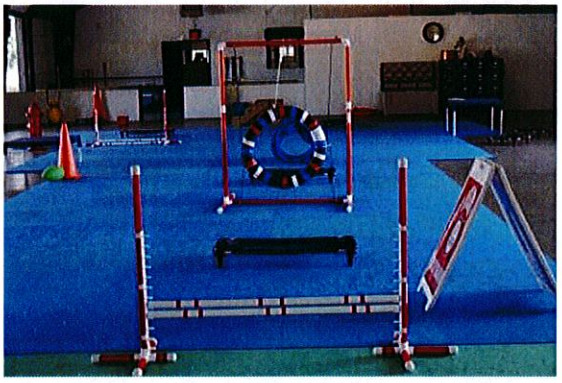
At the June 19th Town Commission meeting, the item was postponed due to an inconsistency in the Ordinance title which was pointed out by the Town Attorney. Being that this item is being heard again on 1st hearing, this will be the Town Commission's third opportunity to propose any previously discussed desired changes, as well as any new modifications, that meet the majority of the

Commission's approval. The only change from the original language which has been proposed based on the previous commentary is to the notation regarding outdoor areas. While certain uses are being proposed as permitted indoor uses as there are innovative ways of ensuring that certain 'exterior' habits for these units are creatively conducted indoors and properly climate and odor controlled (see example images below), staff extended the 'outdoor areas' notation to any use having an outdoor component.

General Examples (not specific to any type of facility in Town):

Indoor Recreation Area with Separate Potty Area

Indoor Dog Training Center



At the June 5th 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 5th 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 <u>require</u> 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 3rd 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.

<u>Recommended Motion:</u> 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

MEMO

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

To: **TOWN COMMISSION**

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

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.

Nadia Di Tommaso, Community Development Director
Community Development Department
881-3319 fax 881-3323
NDiTommaso@lakeparkflorida.gov

Town of Lake Park
Community Development Department

Meeting Date: *July 3, 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.

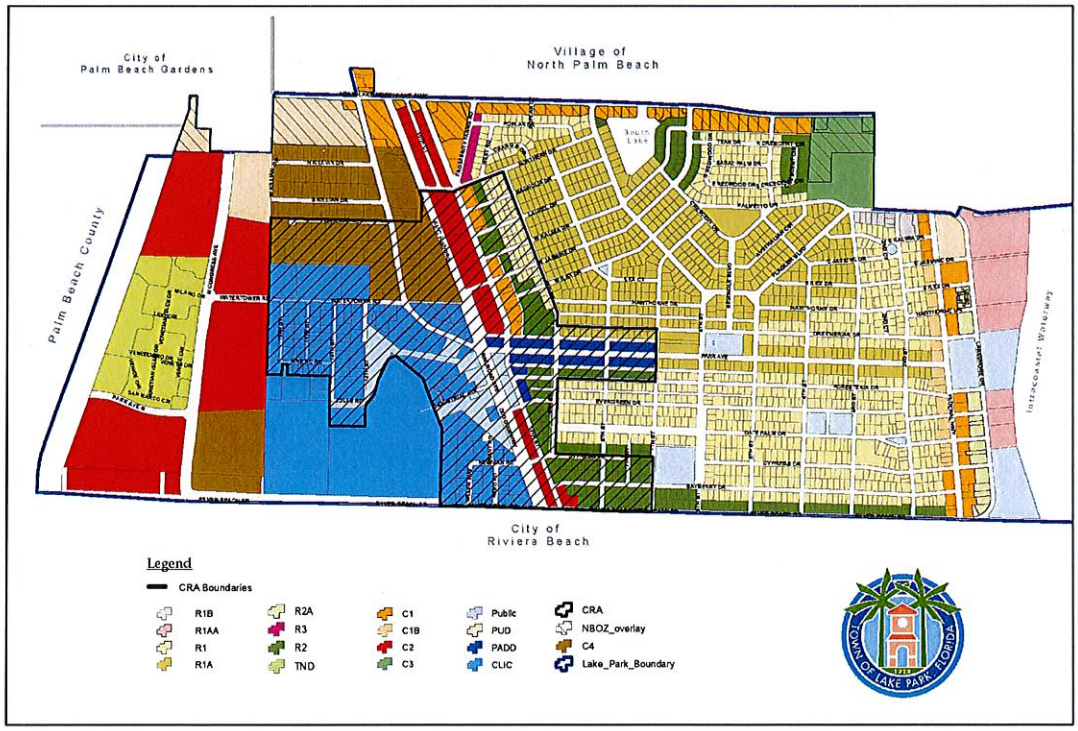
Applicant: Barkley's Canine Club **Staff Recommendation: APPROVAL**
Planning and Zoning Board Recommendation, May 6, 2013: Approval 4-0
Town Commission Recommendation on 1st reading (June 5, 2013): Postponed
Town Commission Recommendation on 1st reading (June 19, 2013): Postponed

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



N
W E

Lake Park Zoning Map

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. Any establishment having an outdoor component[a] and any establishment which may include any of the following uses as specified in the individual zoning district.

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

Definition Attached as **Exhibit "C"**

(2) *Boarding Kennel*[a]. An indoor facility, where domesticated animals are boarded during the daytime or kept overnight.

Section 10-155 Attached as **Exhibit "B"**

[a] 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.

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.

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

ORDINANCE NO. 08-2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "DEFINITIONS" CREATING NEW DEFINITIONS; PROVIDING FOR AMENDMENTS TO CHAPTER 78, ARTICLE III, SECTION 78-71 OF THE TOWN'S CODE OF ORDINANCES TO ANIMAL DAY CARE ESTABLISHMENT, ANIMAL INDOOR TRAINING CENTER, ANIMAL GROOMING ESTABLISHMENT, AND PET SHOP AS PERMITTED USES AND ANIMAL SERVICE ESTABLISHMENT AS A SPECIAL EXCEPTION USE IN THE C-1 BUSINESS DISTRICT; PROVIDING FOR THE RECLASSIFICATION OF THE PERMITTED USES OF AUTOMOTIVE SERVICE STATION, FUNERAL HOME, HOSPITAL, SANITARIUM OR MEDICAL CLINIC, MOTEL/HOTEL, SUBSTANCE ABUSE TREATMENT FACILITIES, AND VEHICLE SALES AND RENTALS AS SPECIAL EXCEPTION USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to land development and zoning, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town's Community Development Department has recommended amendments to Sections 78-2 and 78-71 of Chapter 78 of the Code of Ordinances, known as the Zoning Code; and

WHEREAS, the amendments to the Zoning Code add definitions for permitted and special exception uses to the C-1 Business District; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the proposed amendments to the Town Code of Ordinances and has provided its recommendations to the Town Commission; and

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. Any establishment having an outdoor component[a] and any establishment which may include any of the following uses as specified in the individual zoning district.

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

(2) *Boarding Kennel* [a]. An indoor facility, where domesticated animals are boarded during the daytime or kept overnight.

[a] 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.

Exhibit A: Palm Beach County Animal Care & Control Ordinance 98-22 Table of Contents

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. 35-22-2, § 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 Dtate 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.

(...)

NEW BUSINESS

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 3, 2013 **Agenda Item No.** Tab 4

Agenda Title: Authorizing and Directing the Mayor to Execute an Interlocal Agreement on Behalf of the Town in a Lawsuit Brought Against Florida Public Utilities by the Town of Palm Beach

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS**
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 6/17/13

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

Originating Department: **Town Manager**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** Draft Interlocal Agreement. Estimated cost of legal fees. Outline of case ROI.
Advertised: Date: _____ Paper: _____ [X] 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 DSS **Please initial one.**

Summary Explanation/Background:

The Town of Palm Beach is bringing a lawsuit against Florida Public Utilities (FPU) because it is alleged that FPU is unilaterally assigning customers to rate classes which have a lower franchise fee calculation. In the case of the Town of Palm Beach, this means hundreds of thousands of dollars in lost revenue. The Town of Palm Beach is also suing FPU because they are taking an off-set to their franchise fee payments for the amount of property taxes that they pay to the Town. The Town of Palm Beach has invited eight (8) other municipalities to join them in this lawsuit. The Town of Lake Park has been invited to participate.

Our participation would be via an Interlocal Agreement (copy attached). The initial estimated cost to all parties to the lawsuit would be $115,000.00. Assuming all parties agree to participate, the cost to

the Town of Lake Park would be under $100.00 (this is due to the fact that the sample year for measuring participation was 2009; and Lake Park's franchise fee revenues were extremely low in 2009).

If some of the jurisdictions fail to join the Interlocal Agreement, then the Town's cost of participation would increase. But it is unlikely that our cost would be more than a few hundred dollars. Our upside (assuming we are successful in the lawsuit) could be in the range of $7,000.00 to $10,000.00 per year. It actually could be a bit more or it actually could be a bit less. And of course, should we not prevail in the lawsuit, then there is no upside.

Copies of the proposed complaint, along with the Interlocal Agreement are attached; as are some supporting documentation that shows the impact of the numbers for all 9 municipalities.

All that being said, it is recommended that the Commission authorize the Mayor to sign the Interlocal Agreement which would serve as notice to the Town of Palm Beach that we wish to be a party to the lawsuit.

Recommended Motion: I move to authorize and direct the Mayor to sign the Interlocal Agreement with the Town of Palm Beach and other Palm Beach County municipalities to bring a complaint against the Florida Public Utilities Corporation for failure to properly designate certain classes of customers and for failure to pay both the full amount of their franchise fee and property tax obligations.

RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF PALM BEACH AND OTHER MUNICIPALITIES PERTAINING TO A LAWSUIT TO BE SERVED UPON FLORIDA PUBLIC UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Chapter 163, Florida Statutes authorizes public agencies to enter into Interlocal agreements; and

WHEREAS, the Town has determined that it is in the best interest of the Town to join eight other Palm Beach County municipalities as Plaintiffs in a lawsuit again Florida Public Utilities (FPU); and

WHEREAS, counsel for the Town of Palm Beach is acting as the lead attorney for the Plaintiffs in their lawsuit against Florida Public Utilities; and

WHEREAS, the lawsuit alleges that FPU has unilaterally and in violation of the municipalities' Franchise Ordinances determined that it may unilaterally assign customers to different rate classes which result in reduced franchise fees be paid by FPU to the municipalities; and

WHEREAS, if the Plaintiffs prevail in the lawsuit the Town of Lake Park would receive an increase in franchise fees of between $7,000 and $10,000 per year.

WHEREAS, the Town of Lake Park's contribution toward attorney fees for the lawsuit would be approximately $100.00.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The "whereas" clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

DRAFT

INTERLOCAL AGREEMENT TO JOINTLY PURSUE A COMPLAINT AGAINST FLORIDA PUBLIC UTILITIES CORPORATION (FPUC) FOR PAYMENT OF FRANCHISE FEES

Dated the _____th day of _____, 2013

By, Between, and Among

The City of Atlantis, Florida
The City of Boca Raton, Florida
The City of Delray Beach, Florida
The Town of Greenacres, Florida
The Town of Gulf Stream, Florida
The Town of Lake Park, Florida
The Town of Palm Beach, Florida
The City of West Palm Beach, Florida

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INTERLOCAL AGREEMENT TO JOINTLY PURSUE A COMPLAINT AGAINST FLORIDA PUBLIC UTILITIES COMPANY (FPUC) FOR PAYMENT OF CORRECT FRANCHISE FEES

This Interlocal Agreement to Jointly Pursue a Complaint Against Florida Public Utilities Company for Payment of Correct Franchise Fees, dated as of the _____th day of _____, 2013 ("Agreement"), is entered into by, between, and among the following:

The City of Atlantis, Florida
The City of Boca Raton, Florida
The City of Delray Beach, Florida
The City of Greenacres, Florida
The Town of Gulf Stream, Florida
The Town of Lake Park, Florida
The Town of Palm Beach, Florida
The City of West Palm Beach, Florida

The foregoing entities are collectively referred to herein as the "Parties" or as the "Local Governments," and each may also be referred to individually as a "Party" or as a "Local Government." For purposes of entering into transactions pursuant to this Agreement, the Local Governments agree to do so in the name of the Florida Local Governments Consortium for Proper Franchise Fees (hereinafter referred to as the "Governments Franchise Fee Consortium" or simply as the "Consortium").

The purpose of the Agreement is to provide a means, pursuant to Chapter 163, Florida Statutes, for the Local Governments to mutually support claims for payment of the correct and proper franchise fees due from FPUC to each of the Parties to this Agreement pursuant to the franchise agreements between FPUC and each of the Local Governments relating to FPUC's provision of retail natural gas services within each Local Government's corporate limits. The activities contemplated by this Interlocal Agreement include, without limitation, participating (a) as named plaintiffs in a civil complaint seeking damages for under-paid franchise fees in the past and declaratory relief that would require FPUC to pay the correct and proper franchise

fees in the future; (b) in negotiations with FPUC for the payment of proper franchise fees; (c) in negotiations with FPUC for new franchise agreements that would clarify and resolve all issues arising under the existing franchise agreements; (d) in any other relevant proceedings and activities before any court, tribunal, regulatory agency, or other governmental entity having jurisdiction; and (e) in any other related activities in furtherance of the Local Governments' goals of ensuring that they receive the correct and proper franchise fees from FPUC.

RECITALS

WHEREAS, each Party to this Agreement is a political subdivision of the State of Florida, each having the police power and each committed to exercising that power in the interests of the public health, safety, and welfare; and

WHEREAS, each of the Local Governments has adopted an ordinance embodying a franchise agreement with Florida Public Utilities Company relating to FPUC's provision of retail natural gas utility service to customers located within each Local Government's corporate limits; and

WHEREAS, franchise fee revenues are an important source of funding for the operations of and services provided by each Local Government; and

WHEREAS, it is critical that franchise fee payments be correctly and properly calculated and remitted to the Local Governments so that they can fulfill their obligations to their citizens without having to raise taxes or resort to other funding means; and

WHEREAS, the Local Governments to this Interlocal Agreement, based on research and analysis of the franchise fee revenues received from FPUC and of the franchise agreements pursuant to which those franchise fees are calculated, have come to believe that FPUC has not correctly and properly calculated and remitted the correct amount of franchise fees due to the Local Governments; and

WHEREAS, the Local Governments wish to enter into this Interlocal Agreement for the purpose of jointly funding

efforts to recover franchise fees that they should have received and to ensure that all franchise fees are properly calculated and remitted in the future, and also to provide a vehicle for the purpose of participating, as provided for herein, in relevant legal proceedings and other activities consistent with the Local Governments' goals, provided specifically, however, that no individual Local Government shall be limited by this Agreement to participating in any such activities only through this Agreement, it being the intent of all Local Governments that any individual Local Government shall be free to participate in any such proceedings to promote its own interests as it deems appropriate;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth in this Agreement, the mutuality and mutual value of which is hereby acknowledged by each Party to this Agreement, the Parties do hereby agree as follows.

TERMS OF AGREEMENT

Article 1 - Definitions

1.1 "Consortium" or "Florida Local Governments Consortium for Proper Franchise Fees" or "Governments Franchise Fee Consortium" shall mean the Parties to this Interlocal Agreement, acting collectively.

1.2 "Gas Franchise Agreements" means those ordinances and related agreements between each of the Local Governments and Florida Public Utilities Company embodying each Government's agreement with FPUC regarding the grant of a franchise and the payment of franchise fees relating to FPUC's provision of retail natural gas service within the Local Government's corporate limits.

1.3 "Law Firm" or "Law Firms" means either or both of Jones, Foster, Johnston & Stubbs, P.A., Post Office Box 3475, West Palm Beach, Florida 33402-3475, and Gardner Bist Wiener Wadsworth Bowden Bush Dee LaVia & Wright, P.A.,1300 Thomaswood Drive, Tallahassee, Florida 32308.

1.4 "Legal Services Agreement" means a written agreement engaging the Law Firm to perform certain legal services in furtherance of this Agreement, including, without limitation, preparing and filing the complaint against FPUC contemplated by this Interlocal Agreement, negotiating with FPUC to resolve the issues raised in the complaint on behalf of the Parties to this Interlocal Agreement, and any other services that the Parties agree to engage either or both of the Law Firms to perform in furtherance of the purposes of this Agreement. Copies of the Legal Services Agreements with each Law Firm are attached to this Agreement as Appendix 1.

Article 2 - Purpose and Authorized Activities

2.1 The purpose of the Agreement is to provide a means, pursuant to Chapter 163, Florida Statutes, for the Local Governments to mutually support claims for payment of the correct and proper franchise fees due from FPUC to each of the Parties to this Agreement pursuant to the franchise agreements between FPUC and each of the Local Governments relating to FPUC's provision of retail natural gas services within each Local Government's corporate limits.

2.2 Specific activities that may be undertaken by the Parties pursuant to this Agreement, pursuant to the decision-making provisions set forth in Article 4 below and further subject to each Party's right to terminate its participation in this Agreement set forth in Section 3.1 hereof, may include, without limitation, the following:

a. Participating as named plaintiffs in a civil complaint seeking damages for under-paid franchise fees in the past and declaratory relief that would require FPUC to pay the correct and proper franchise fees in the future;

b. Participating in negotiations with FPUC for the payment of proper franchise fees;

c. Participating in negotiations with FPUC for new franchise agreements that would clarify and

resolve all issues arising under the existing franchise agreements;

d. Participating in any relevant proceedings and activities before any court, tribunal, regulatory agency, or other governmental entity having jurisdiction; and

e. Participating in any other related activities in furtherance of the Local Governments' goals of ensuring that they receive the correct and proper franchise fees from FPUC.

f. Participating in defending any action that may be brought against either the Consortium or any of the Local Governments individually as a result of the activities of the Consortium in seeking proper franchise fee payments as contemplated by this Agreement. (For clarity, this subsection shall not be construed to require any individual Party to participate financially in defending any action of the type referenced above, but rather, this subsection is intended to identify such possible proceedings as being of the type that the Parties may decide to engage in, pursuant to the decision-making provisions set forth in Article 4 below.)

2.3 Authorization to enter into the Legal Services Agreement is granted by all of the Local Governments upon the execution of this Agreement. For purposes of this Agreement, as of _____, 2013, the Local Governments recognize, understand, and agree that the only costs to be shared under the Interlocal Agreement are the costs associated with the Legal Services Agreements, including the proposed budget attached thereto.

2.4 The Local Governments agree that this Agreement shall provide the legal vehicle and framework for the Law Firms hired pursuant to the Legal Services Agreement to provide additional services in connection with future activities pursuant to this Agreement, i.e., activities beyond those expressly identified herein. The Parties contemplate and intend, however, that any such further activities shall be subject to the shared-funding

provisions of this Agreement only upon the written execution of a written "memorandum of understanding and authorization" or similar document by each Local Government electing to participate in such activities on a shared-funding basis.

2.5 The Parties specifically agree that this Agreement shall be construed such that no individual Local Government shall be limited by this Agreement to participating in any such activities only through this Agreement, and that it is the intent of all Parties to this Agreement that any individual Party (Local Government) shall be free to participate in any proceedings before any tribunal, court, executive agency, legislative or quasi-legislative body, or any other government agency, to promote its own interests as it deems appropriate.

2.6 The Parties hereby authorize the Town of Palm Beach to enter into the Legal Services Agreements with the Law Firms on behalf of the Consortium and the Parties to this Agreement, and pursuant to the shared-funding provisions of this Agreement.

Article 3 - Duration, Term, and Termination

3.1 This Agreement shall be effective as between all of the Parties as of the _____ day of _____, 2013, and shall continue in effect until there remains at most only one (1) Local Government that has not submitted a Notice of Termination of Participation in this Agreement as provided in Section 3.2.

3.2 Termination of a Party's participation in this Agreement shall be effected by the Party submitting a written Notice of Termination to each other Party. Termination shall not relieve a Party of the obligation to provide any funds that it has committed to provide, and termination shall not entitle a Party to a refund of any amounts paid in, except as provided in Section 10.3 below.

Article 4 - Organization

4.1 The Florida Local Governments Consortium for Proper Franchise Fees shall be an organization, whether incorporated or not, organized and existing for the purposes set forth in this Interlocal Agreement.

4.2 It is the desire and intent of the Parties that decisions made under this Agreement shall be by consensus. However, if a consensus is not fully achievable in any particular instance, then decisions with respect to matters and activities for which any of the Parties have contributed, or agreed to contribute, funding support shall be made by the affirmative vote of at least three-fifths of all of the Parties to this Agreement that have agreed to participate in funding the activity with respect to which the decision is being made.

4.3 It is the desire and intent of the Parties that decisions made under this Agreement, relating to matters and issues other than activities for which the Parties have contributed funding support, shall also be made by consensus of those Parties who have contributed funding pursuant to this Agreement, as follows. If, in a particular instance involving a matter, issue, or activity for which the Parties have not contributed, or agreed to contribute, funding support, a consensus is not fully achievable, then decisions regarding such issues or matters shall be made by the affirmative vote of three-fifths of all of the Parties to this Agreement that have contributed funding toward any activity of the Consortium pursuant to this Agreement within two years preceding the date on which the decision is being made, providing that such Parties have not terminated their participation in this Agreement pursuant to Section 3.2 above.

4.4 If the Parties decide to form a corporate entity to carry out the purposes of this Agreement, they hereby agree that the Bylaws of such corporate entity shall reflect the decision rules set forth in Sections 4.2 and 4.3 above.

Article 5 - Manner of Funding; Initial Funding; Funding Subsequent Activities

5.1 Funding for the litigation and negotiation activities contemplated by this Agreement shall be made by direct contributions by each Party to the Town of Palm Beach, which the Parties agree shall be the entity having responsibility to make disbursements.

5.2 Having considered the proposed budget submitted by the Law Firms, the Parties agree that the initial budget for the activities contemplated by this Interlocal Agreement shall be $115,000. Each Party's share is set forth in Appendix 2 to this Agreement. Each Party to this Agreement further agrees to pay its share of the fees and costs, as shown in Appendix 2, to the Town of Palm Beach within 20 days following each Party's execution of this Agreement, or within such other time as is reasonable and practicable for a Party under its particular circumstances.

Article 6 - Manner of Disbursements

6.1 Disbursements made directly on behalf of the Consortium shall be made by checks drawn on the accounts of the Town of Palm Beach, which may include designated sub-accounts for the Consortium, or on accounts of any Party authorized to receive and disburse funds pursuant to this Agreement on behalf of the Parties.

Article 7 - Method of Allocating Cost Responsibility

7.1 Funding shall be shared by the Local Governments participating in the Florida Local Governments Consortium for Proper Franchise Fees as set forth in Appendix 2.

7.2 For each future activity (i.e., any activity beyond the initial scope of activities and legal services contemplated by this Agreement and by the budget appended to the Legal Services Agreements) undertaken by the Parties pursuant to this Agreement, each Party may elect to participate or not participate in funding the activity. For those Parties that elect to participate in funding any such future activity, the following shall be a non-binding guide to determining each Party's share of the funding (cost) of the activity: each Party's share shall be

computed as the total agreed-upon funding level for the activity multiplied by a factor calculated by dividing (a) the Party's 2009 FPUC franchise fee revenue by (b) the sum of the 2009 FPUC franchise fee revenues of all participating Parties.

7.3 Unless otherwise agreed by the participating Parties, funding for future activities shall be made via direct contributions by each Party participating in any such activity to either the Town of Palm Beach, or to either or both of the Law Firms, if applicable, or to any other entity that the Parties may designate to be the recipient of such contributions and disburser of funds. Funding for specific activities may be made in any other manner mutually agreed upon by the Parties participating in funding such activity, provided that any such other funding method shall be incorporated in a written "memorandum of understanding and authorization" or similar document executed by all Parties participating in such activity.

Article 8 - Manner of Employing, Engaging, Compensating, and Discharging Necessary Personnel and Firms, Including Purchasing Services and Entering Into Contracts

8.1 The Parties, acting through the Consortium, shall engage the Law Firms pursuant to an appropriate written letter or agreement memorializing the terms of that engagement, such as or similar to the Legal Services Agreements.

8.2 The Parties designate Thomas G. Bradford, Deputy Town Manager for the Town of Palm Beach, as their authorized agent for purposes of signing any agreements authorized by the Local Governments, including, without limitation, the Legal Services Agreements pursuant to this Interlocal Agreement and any future authorizations granted by the Parties.

8.3 The Law Firms and any other necessary providers of contract services shall be engaged by written agreement in the name of the Consortium. To the extent authorized pursuant to the shared-funding provisions of this

Agreement, payments to the Law Firms shall be made directly by the Town of Palm Beach.

Article 9 - Additional Parties

9.1 Additional Parties. Any Florida municipality or Florida local government having the power to enter into interlocal agreements such as this Agreement may, subject to the provisions of this Agreement, join in the efforts and activities provided for by this Agreement. Any municipality or local government joining in these efforts after the initial execution of the Agreement shall be known as an "Additional Party." In general, recognizing the benefit that the contemplated efforts to obtain fair and appropriate franchise fee revenues from FPUC will provide to all affected local governments, the initial Parties to this Agreement support and encourage the participation of Additional Parties.

9.2 Funding Contributions by Additional Parties. Any Additional Party joining this Agreement after its initial execution shall pay a share of the cost of the initial phase of the effort contemplated by this Interlocal Agreement calculated pursuant to the formula set forth in Section 7.2 above. Payment shall be made in accordance with Sections 5.1 and 5.2 above. The Parties agree that any funds received from Additional Parties shall be held by the Town of Palm Beach, as provided for in Section 5.2, subject to the provision of Section 10.3 that any undisbursed funds remaining at the conclusion of the efforts supported by this Interlocal Agreement shall be refunded to all Parties on a pro rata basis.

Article 10 - Provision for Return of Any Surplus Funds to Participating Parties

10.1 Once a Party has committed in writing to participate in the Florida Local Governments Consortium for Proper Franchise Fees, its payment shall be made to the Town of Palm Beach within twenty (20) days following the Party's execution of this Agreement. Except as provided in this Article 10, no part of any such payment shall be

refundable, including if and when the Local Government withdraws from the Consortium.

10.2 Once a Party has committed in writing to participate in any other activity of the Consortium, its payment shall be made to the Town of Palm Beach (in the case of an agreement to fund activities by a Law Firm), to one of the Law Firms, or to another entity as designated in writing by the Parties, forthwith. Except as provided in this Article 10, no part of any such payment shall be refundable, including if and when the Local Government withdraws from the Consortium.

10.3 If there are undisbursed funds remaining in connection with any activity authorized by the Parties at the conclusion of such activity, and after all invoices and costs have been duly paid, then any such undisbursed funds shall be refunded by the entity then in possession of such funds (e.g., the Town of Palm Beach in the case of funds held by the Town of Palm Beach in connection with anticipated payments to the Law Firm) to each Local Government that contributed funds to such activity, pro rata, according to the percentage that each respective Local Government contributed to the total amount of funds contributed toward the shared funding support of such activity.

Article 11 - Reserved for Future Use

Article 12 - Reserved for Future Use

Article 13 - Indemnification; Manner of Responding to Any Claims for Liability; Insuring Against Such Liability

13.1 Indemnification. Each Party shall be liable for its own actions and negligence. To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Parties against any actions, claims, or damages arising out of the Party's negligence of actions. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section

768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any Party to indemnify any other Party for such other Party's negligent, willful, or intentional acts or omissions.

13.2 Responding to Claims for Liability. Each Party shall respond on its own behalf for any claims involving its own actions and negligence. If a claim is made against the Consortium or against all Parties together, then the Parties shall first meet to discuss and negotiate among themselves as to how best to respond to any such claims and as to how to fund any expenses associated with such response. If the Parties do not reach another agreement as to funding any response to a claim made against the Consortium or against all Parties together, then the Parties shall make any relevant decisions pursuant to the decision-making provisions of Sections 4.2 or 4.3 above, as either section may be applicable in a particular instance.

13.3 Survival of Obligations. This Article 13 shall survive the termination of this Agreement. Any other term, condition, covenant, or obligation that requires the performance by a Party, relative to its obligations under this Article 13, subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

Article 14 - Dispute Resolution

14.1 Resolution Of Disputes Relative to Parties' Payment Obligations to Support the Joint Efforts Contemplated In This Agreement. In the event that any dispute, controversy or claim relating to the Parties' payment obligations arising out of or relating to this Agreement or relating to the breach, termination or validity thereof should arise between the Parties (a "Dispute"), the Party or Parties asserting the existence of a Dispute shall deliver to the other Parties a written notice identifying the disputed issue. The Parties shall first meet, through designated representatives having authority to resolve any such Dispute, for the purpose of resolving such Dispute informally. In such meetings and exchanges, a Party shall have the right to designate as

confidential any information that such Party offers. No confidential information exchanged in such meetings for the purpose of resolving a dispute may be used by a Party in litigation against another Party or Parties. In the event that the Dispute cannot be resolved informally, then any Party may initiate binding arbitration proceedings, which shall be conducted in accordance with the then-current American Arbitration Association's ("AAA") Large, Complex Commercial Rules or other mutually agreed upon procedures. Each Party that participates in arbitration proceedings pursuant to this Agreement shall bear its own attorneys' fees and costs, and all other costs incurred by such Party, in connection with the arbitration.

14.2 Resolution of All Other Disputes. In the event that any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof should arise between the Parties (a "Dispute"), the Party or Parties asserting the existence of a Dispute shall deliver to the other Parties a written notice identifying the disputed issue. The Parties shall first meet, through designated representatives having authority to resolve any such Dispute, for the purpose of resolving such Dispute informally. In such meetings and exchanges, a Party shall have the right to designate as confidential any information that such Party offers. No confidential information exchanged in such meetings for the purpose of resolving a dispute may be used by a Party in litigation against another Party or Parties. In the event that the Dispute cannot be resolved informally, then any Party may initiate binding arbitration proceedings, which shall be conducted in accordance with the then-current American Arbitration Association's ("AAA") Large, Complex Commercial Rules or other mutually agreed upon procedures. Each Party that participates in arbitration proceedings pursuant to this Agreement shall bear its own attorneys' fees and costs, and all other costs incurred by such Party, in connection with the arbitration.

14.3 It is the Parties' intent that any arbitration proceedings conducted under this Agreement be held in Palm Beach County, Florida, or in another location that is mutually acceptable to all Parties involved in the arbitration proceedings.

Article 15 - Accountability for Funds; Audit

15.1 Accounting. Each entity that receives funds from the participating Local Governments in furtherance of the activities contemplated by this Agreement, including, without limitation, the Town of Palm Beach and the Law Firms, as applicable, shall be accountable for the prudent handling of funds received and for disbursing funds only for authorized purposes pursuant to this Agreement. Each such entity shall, upon completion of its duties with respect to such funds received, provide an unaudited accounting of receipts of such funds and expenditures made from such funds. Such unaudited accounting shall be of the type and scope that such entity normally prepares for its own internal records of such transactions, and such accounting may, if practicable, be accomplished simply by the respective entity's furnishing copies of its accounting records and bank statements with the receipts and expenditures indicated.

15.2 Audit. Any Party may, at its sole expense, have an audit of the receipts and expenditures pursuant to this Agreement conducted by a Certified Public Accounting firm licensed to practice in the State of Florida.

Article 16 - Representations and Warranties

16.1 By the signature of its authorized representative below, each Local Government confirms, represents, and warrants to all other Parties to this Agreement that it has the requisite approval of its governing council, commission, board, or other governing body to enter into this Agreement, and that the person signing on behalf of each Local Government is duly authorized to bind the Local Government to all of the terms, provisions, and conditions of this Agreement.

Article 17 - Miscellaneous Provisions

17.1 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement, is intended also as a complete and exhaustive statement of their agreement with respect to the subject matter contained herein, and supersedes any previous agreements or understandings between the Parties.

17.2 Severability. If any term or provision of this Agreement should be held by any court or other authority of competent jurisdiction to be invalid, void, unenforceable or against public policy, the remainder of this Agreement will remain in full force and effect and will in no way be adversely affected; provided, however, that the severance of such term or provision does not render the performance of a Party's material obligations pursuant to this Agreement impracticable or impossible.

17.3 Amendments. This Agreement shall only be modified or amended by a written agreement, which may include a memorandum of understanding and authorization as contemplated in Sections 2.4 and 7.3 above, duly signed by the persons authorized to sign agreements on behalf of each respective Party. Any such amendments to this Agreement shall be identified appropriately so as to avoid any confusion.

17.4 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which will be considered one and the same Agreement and each of which will be deemed an original.

17.5 Notices. All notices or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the Persons indicated on the attached Appendix 3, and shall be delivered personally or sent by a nationally recognized overnight courier service or facsimile.

17.6 Force Majeure Events. A "Force Majeure Event" shall mean an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited

to: actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including, but not limited to, arson and vandalism), epidemics, explosions and fires not resulting from the negligence or lack of due diligence on the part of the affected Party, hurricanes, floods, strikes, lockouts or other labor disputes (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). Other than the obligation to pay money, which shall not be suspended in or due to a Force Majeure Event, no Party shall be liable to any other Party or Parties for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a Force Majeure Event. Whenever a Force Majeure Event occurs, the Parties shall, as quickly as possible and to the extent consistent with the affected Party's or Parties' best commercially reasonable efforts, eliminate or cure the cause of the Force Majeure Event and resume performance in full compliance with this Agreement.

17.7 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of laws rules or any principles that would trigger the application of any other law. The Parties agree that any arbitration proceedings conducted under this Agreement shall be held in Palm Beach County, Florida, or in another location that is mutually acceptable to all Parties involved in the arbitration proceedings.

17.8 Assignment. It is expressly understood and agreed that this Agreement is made by, between, and among the Parties who have executed the Agreement. No Party shall have the right to assign any rights, duties, benefits, or other interests that it may have pursuant to this Agreement without the express written consent of all other Parties to the Agreement.

17.9 Survival. The provisions of Article 1 (Definitions), Article 13 (Indemnification; Manner of Responding to Claims for Liability and Insuring Against Liability), Section 14 (Resolution of Disputes), and this

Article 17 (Miscellaneous Provisions), together with any other provisions of this Agreement relating to the handling of confidential information, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

[SIGNATURE BLOCKS - EACH PARTY PLEASE PROVIDE]

APPENDIX 1

LEGAL SERVICES AGREEMENTS BETWEEN THE FLORIDA LOCAL GOVERNMENTS CONSORTIUM FOR PROPER FRANCHISE FEES AND THE LAW FIRMS

APPENDIX 2

FUNDING SHARES FOR EACH PARTY IN SUPPORT OF INITIAL LITIGATION AND NEGOTIATION EFFORTS OF THE FLORIDA LOCAL GOVERNMENTS CONSORTIUM FOR PROPER FRANCHISE FEES

Local Government	Funding Share
The City of Atlantis, Florida	
The City of Boca Raton, Florida	
The City of Delray Beach, Florida	
The City of Greenacres, Florida	
The Town of Gulf Stream, Florida	
The Town of Lake Park, Florida	
The Town of Palm Beach, Florida	
The City of West Palm Beach, Florida	

APPENDIX 3

PARTIES AND NOTICE INFORMATION FOR PARTIES TO THAT CERTAIN INTERLOCAL AGREEMENT TO JOINTLY PURSUE A COMPLAINT AGAINST FLORIDA PUBLIC UTILITIES CORPORATION (FPUC) FOR PAYMENT OF FRANCHISE FEES,

Dated the _____th day of _____, 2013,

By, Between, and Among

The City of Atlantis, Florida

The City of Boca Raton, Florida

The City of Delray Beach, Florida

The City of Greenacres, Florida

The Town of Gulf Stream, Florida

The Town of Lake Park, Florida

The Town of Palm Beach, Florida

The City of West Palm Beach, Florida

FPUC Franchise Fee Discussion

Municipal Franchise Fee Revenue for FY2009 and Legal Fee Allocation

Municipality	Franchise Fee Revenue	% of Total	Legal Fee Allocation
Atlantis	$11,083.67	1.2%	$1,411.16
Boca Raton	237,500.00	26.3%	30,238.24
Delray Beach	100,217.55	11.1%	12,759.59
Green Acres	34,105.54	3.8%	4,342.28
Gulf Stream	6,748.00	0.7%	859.15
Lake Park	715.00	0.1%	91.03
Palm Beach	229,065.84	25.4%	29,164.42
Riviera Beach	46,674.00	5.2%	5,942.48
West Palm Beach	237,134.00	26.3%	30,191.64
Total	**$903,243.60**	**100.0%**	**$115,000.00**

FPUC Lawsuit

2009 Franchise Fee Data

Municipality	2009 Franchise Fee		115,000.00 Legal Fees
Atlantis	11,083.67	1.2%	1,411.16
Boca Raton	237,500.00	26.3%	30,238.24
Delray Beach	100,217.55	11.1%	12,759.59
Green Acres	34,105.54	3.8%	4,342.28
Gulf Stream	6,748.00	0.7%	859.15
Lake Park	715.00	0.1%	91.03
Palm Beach	229,065.84	25.4%	29,164.42
Riviera Beach	46,674.00	5.2%	5,942.48
West Palm Beach	237,134.00	26.3%	30,191.64
Total	903,243.60		115,000.00

Municipality	2008 Franchise Fee	2009 Franchise Fee	2010 Franchise Fee	2011 Franchise Fee	2012 Franchise Fee
Palm Beach	230,046.12	229,065.84	159,992.91	144,218.48	139,727.35
Gulf Stream	5,481.00	6,748.00	2,343.00	946.00	2,549.00
Green Acres	38,177.56	34,105.54	23,077.69	24,895.96	21,410.34
West Palm Beach	131,301.00	237,134.00	109,355.00	96,872.00	133,843.00
Riveria Beach	35,391.00	46,674.00	35,013.00	5,575.00	15,822.00
Delray Beach	85,516.11	100,217.55	50,364.41	74,245.91	61,086.36
Lake Park	2,420.00	715.00	11,515.00	6,483.00	3,031.00
Atlantis	9,248.46	11,083.67	4,777.75	5,871.69	8,083.57
Boca Raton	196,962.00	237,500.00	83,900.00	142,400.00	169,200.00
Total	734,543.25	903,243.60	480,338.76	501,508.04	554,752.62

EXHIBIT C

FLORIDA PUBLIC UTILITIES COMPANY, PROPERTY TAX DEDUCTIONS FROM NATURAL GAS FRANCHISE FEE PAYMENTS TO SELECTED FLORIDA MUNICIPALITIES, 2008-2012

Municipality	2008 Property Tax Deduction	2009 Property Tax Deduction	2010 Property Tax Deduction	2011 Property Tax Deduction	2012 Property Tax Deduction
Palm Beach			$6,493.98		
Gulf Stream					
Green Acres	$5,672.69	$5,504.62	$8,000.71	$8,128.49	$6,512.03
West Palm Beach	$63,475.78	$69,364.32	$72,152.24	$68,288.59	$90,814.74
Delray Beach	$9,832.19	$10,191.08	$10,191.08	$10,527.54	$15,111.47
Lake Park	--	--	--	--	$7,087.56
Atlantis					
Boca Raton	--	$9,743.44	$9,495.43	$8,412.92	$12,569.91
Total					

JONESFOSTER
JOHNSTON & STUBBS, P.A.

John C. Randolph
Attorney
561-650-0458
Fax: 561-650-5300
jrandolph@jonesfoster.com

May 29, 2013

Joevany Rigor
Chesapeake Utilities Corporation
909 Silver Lake Boulevard
Dover, Delaware 19904

Re: Florida Public Utilities Company
Franchise Fees Payable to the Town of Palm Beach
Our File No. 13156.354

Dear Mr. Rigor:

As you know, I am the Town Attorney for the Town of Palm Beach. I have previously communicated with you, Matt Dewey and Cheryl Martin regarding certain issues relating to your Company's franchise fee payments to the Town. I write today to clarify one issue and to call to your attention an additional issue that the Town believes require resolution as between your Company and the Town.

The issue to be clarified relates to the revenue basis upon which Florida Public Utilities calculates the franchise fees to be paid to the town. As we have previously communicated to you and to other FPU personnel, the Town believes that FPU's unilateral changing of customers from its General Service rate schedules (GS-1 and GS-2) to its Large Volume Service (LVS) rate schedule, and FPU's subsequently ceasing to collect and remit franchise fees to the Town based on such customers' usage, is contrary to the meaning and intent of the franchise agreement between FPU and the Town.

The clarifying point is this: the Town believes that it is the <u>character</u> of the service provided, and not the <u>volume</u> of the natural gas service purchased, that should determine whether the customer's revenues are subject to the franchise fee required under our franchise agreement. For example, the Town does not believe that the service received by a restaurant, hotel, or condominium changes from being that of a "general service commercial customer," as that term is used in the franchise agreement, to being something else if the customer's usage increases. FPU's tariff expressly defines Commercial Service as "service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service," and the Town believes that the majority, but not all, of the usage by LVS customers that FPU excludes from the franchise fee payment falls within exactly the scope of such service. The Town does recognize that natural gas service provided for lighting purposes (e.g., street lighting area or ornamental lighting applications) and for

industrial purposes would be outside the scope of commercial service to which the franchise fee should apply. Accordingly, the Town requests that FPU henceforth compute the franchise fees due to the Town on the basis of the nature of the customer's usage, and not based on volume. Again, the Town agrees that natural gas service for lighting and industrial purposes is properly excluded from the franchise fee calculations.

The additional issue that has come to the Town's attention relates to FPU's deducting property taxes and other ad valorem assessments paid from the amount of franchise fees otherwise due and payable to the Town. As you may be aware, some years ago, Florida Power & Light Company ("FPL") changed the terms of its standard franchise agreements, which theretofore had included exactly the same offset, i.e., for property taxes paid, but FPL has since changed the standard terms of its franchise agreements to eliminate this property tax offset. To the best of the Town's knowledge, this change was precipitated by certain litigation between FPL and the City of Hollywood, City of Hollywood v. Florida Power & Light Co., 624 So. 2d 285 (Fla. 3rd DCA 1993). In the litigation, Hollywood sued FPL for a declaratory judgment on the claim that the property tax offset in FPL's standard franchise agreement constituted an illegal and unconstitutional tax exemption that the earlier Hollywood City Commission did not have the authority to grant. The trial court originally granted FPL's motion to dismiss, but that ruling was reversed by the Third District Court of Appeal, after which the parties settled their dispute by entering into a new franchise agreement that did not include the property tax offset/deduction provision. The Town of Palm Beach believes that this same principle applies here just as it did in the Hollywood-FPL case, and accordingly, the Town objects to FPU's deduction of property taxes in computing franchise fees due to the Town and requests that FPU cease this practice forthwith.

I would appreciate hearing from you within twenty (20) days in response to the Town's requests as set forth in this letter.

Sincerely,

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

John C. Randolph
JCR/ssm
cc: Thomas G. Bradford, Deputy Town Manager
Jane Struder, Finance Director

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.

TOWN OF PALM BEACH, a Municipal Corporation of the State of Florida

Plaintiff,

vs.

FLORIDA PUBLIC UTILITIES COMPANY,

Defendant.

_____/

COMPLAINT

Plaintiffs, the TOWN OF PALM BEACH ("Palm Beach"), the CITY OF ATLANTIS ("Atlantis"), the CITY OF BOCA RATON ("Boca Raton"), the CITY OF DELRAY BEACH ("Delray Beach"), the TOWN OF GULF STREAM ("Gulf Stream"), the TOWN OF LAKE PARK ("Lake Park"), and the CITY OF WEST PALM BEACH ("West Palm Beach"), each such Plaintiff being a municipal corporation and a political subdivision of the State of Florida, by and through their undersigned counsel, hereby sue Defendant, FLORIDA PUBLIC UTILITIES COMPANY ("FPUC"), and allege as follows:

1. This is an action for damages for breach of contract in an amount that exceeds $15,000 and for declaratory relief.

2. This Court has jurisdiction over this claim for breach of contract and declaratory relief pursuant to sections 26.012(2)(a) and 86.011, Florida Statutes.

3. The Plaintiffs in this action are the TOWN OF PALM BEACH ("Palm Beach"), the CITY OF ATLANTIS ("Atlantis"), the CITY OF BOCA RATON ("Boca Raton"), the CITY OF DELRAY BEACH ("Delray Beach"), the TOWN OF GULF STREAM ("Gulf Stream"), the TOWN OF LAKE PARK ("Lake Park"), and the CITY OF WEST PALM BEACH ("West Palm Beach"). Each of the Plaintiffs is a municipal corporation, duly organized and existing under the laws of the State of Florida, and each Plaintiff is a political subdivision of the State of Florida with the power and authority to bring this action. These Florida municipalities are collectively referred to herein as the "Plaintiff Municipalities," or simply as the "Municipalities."

4. FPUC is a natural gas utility company providing gas service and gas transportation service to customers in Broward, Marion, Martin, Palm Beach, Seminole, and Volusia counties.

5. FPUC is headquartered in West Palm Beach, Florida.

6. Venue is proper in Palm Beach County, Florida because it is where the cause of action arose and because it is where FPUC is headquartered.

7. All conditions precedent to this civil action have been performed, waived or otherwise occurred.

FACTUAL ALLEGATIONS

8. This action arises under certain ordinances of each of the respective Plaintiff Municipalities, specifically their ordinances embodying franchise agreements with Defendant FPUC through which FPUC uses the Plaintiff Municipalities' rights of way for the purpose of supplying natural gas service to customers located in each of the Municipalities, and pursuant to which FPUC is obligated to pay franchise fees to each of

the Plaintiff Municipalities. These ordinances are referred to herein as the "Gas Franchise Agreements," or simply as the "Agreements." The respective Agreements are listed below, and copies of each of these Gas Franchise Agreements are included in Exhibit A to this Complaint.

a. City of Atlantis Ordinance No. 230, adopted on July 24, 1991 and accepted by FPUC on July 24, 1991, with an effective date of August 1, 1991.

b. City of Boca Raton Ordinance No. 4149, adopted on February 22, 1994 and accepted by FPUC on March 10, 1994, with an effective date of April 1, 1994.

c. City of Delray Beach Ordinance No. 32-90, adopted on August 14, 1990 and accepted by FPUC on August 23, 1990, with an effective date of September 1, 1990.

d. Town of Gulf Stream Ordinance No. _____, adopted on _____ and accepted by FPUC on _____, with an effective date of _____, and amended by an Agreement dated December 1, 1997. [STILL NEED GULF STREAM'S ORDINANCE AND FPUC'S ACCEPTANCE; HAVE THEIR AGREEMENT, WHICH IS DATED 12/1/1997]

e. Town of Lake Park Ordinance No. 14-2009, adopted on October 21, 2009 having been accepted by FPUC on October 7, 2009, with an effective date of November 1, 2009.

f. Town of Palm Beach Ordinance No. 93-10, adopted on April 13, 1993 and accepted by FPUC on May 5, 1993, with an effective date of June 1, 1993.

g. City of West Palm Beach Ordinance No. 2319-89, adopted on September 18, 1989 and accepted by FPUC on or about October 1, , 1989, with an effective date of October 1, 1989. [I CAN USE THE FOREGOING LANGUAGE, BUT IT WOULD BE BETTER TO HAVE WPB'S FINAL ACCEPTED AGREEMENT OR FPUC'S ACCEPTANCE LETTER]

9. By virtue of FPUC's acceptance, each of the Gas Franchise Agreements between the Municipalities and FPUC is a contract.

10. The Gas Franchise Agreements gave FPUC the right, privilege, and authority to construct and maintain its gas pipelines and other facilities in the streets, alleys, and public places within the corporate boundaries of the Municipalities for the purpose of supplying natural gas (including manufactured gas) customers within the respective Municipalities.

11. Under the Gas Franchise Agreement, FPUC was obligated to pay to each of the Plaintiff Municipalities a Franchise Fee in accord with the following:

> ...***a tax equal to the amount by which six (6) per cent of the amount of its revenues from the sale of gas to residential and general service commercial customers***, less charge-off for uncollectible accounts and adjustments, within the corporate limits of the Town of Palm Beach for the twelve (12) calendar months preceding the applicable anniversary date, shall exceed the amount of any other taxes, licenses, or other impositions levied or imposed by the Town of Palm Beach against Florida Public Utilities Company's property, business or operations for the tax year preceding the beginning of the applicable tax year, and previously paid by grantee to grantor." (the "Franchise Fee") (emphasis added).

The quoted language is from Section 7 of the Gas Franchise Agreement between the Town of Palm Beach and FPUC as a representative example. The wording varies

slightly among the Plaintiffs' specific franchise agreements, but the substantive provisions are identical.

12. The Franchise Fee required under the Gas Franchise Agreements was to be paid by FPUC to each of the Municipalities once a year.

13. The Gas Franchise Agreements were (are) to remain in effect for thirty (30) years from their respective effective dates. Pursuant to the Gas Franchise Agreements and normal practice, FPUC charged its residential and general service customers for the Franchise Fees and remitted the Franchise Fees to each of the Municipalities.

14. FPUC's Franchise Fee payments fluctuated somewhat over the years, but beginning in 2009, the Plaintiff Municipalities noticed generally significant reductions in the amount of Franchise Fees received from FPUC. A summary of the Franchise Fee payment/remittance history for the Plaintiff Municipalities follows. (Exhibit B presents complete franchise fee payment information for FPUC's natural gas operations to the Plaintiffs, and to another Florida municipality, the City of Riviera Beach, which is not a plaintiff in this action.)

a. For the 12-month period ending July 31, 2008, FPUC paid Atlantis a Franchise Fee of $9,248.46, and for the 12-month period ending July 31, 2009, FPUC paid Atlantis a Franchise Fee in the amount of $11,083.67. However, for the 12-month period ending July 31, 2011, FPUC only paid Atlantis a Franchise Fee of $5,871.69, and for the corresponding "franchise year" ending on July 31, 2012, FPUC only paid Atlantis a Franchise Fee of $8,083.57.

b. For the 12-month period ending March 31, 2008, FPUC paid Boca Raton a Franchise Fee of $196,962.00, and for the 12-month period ending March 31, 2009, FPUC paid Boca Raton a Franchise Fee of $237,500.00. However, for the 12-month period ending March 31, 2011, FPUC only paid Boca Raton a Franchise Fee of $142,400.00, and for the corresponding "franchise year" ending on March 31, 2012, FPUC only paid Boca Raton a Franchise Fee of $169,200.00.

c. For the 12-month period ending August 31, 2008, FPUC paid Delray Beach a Franchise Fee of $85,516.11, and for the 12-month period ending August 31, 2009, FPUC paid Delray Beach a Franchise Fee of $100,217.55. However, for the 12-month period ending August 31, 2011, FPUC only paid Delray Beach a Franchise Fee of $74,245.91, and for the corresponding "franchise year" ending on August 31, 2012, FPUC only paid Delray Beach a Franchise Fee of $61,086.36.

d. For the 12-month "franchise year" ending on the anniversary date of the Gulf Stream-FPU Gas Franchise Agreement in, 2008, FPUC paid Gulf Stream a Franchise Fee of $5,481.00, and for the comparable period in 2009, FPUC paid Gulf Stream a Franchise Fee of $6,748.00. However, for the corresponding "franchise years" of 2011 and 2012, FPUC only paid Gulf Stream Franchise Fees of $946.00 and $2,549.00, respectively.

e. For the 12-month period ending October 31, 2008, FPUC paid Lake Park a Franchise Fee of $2,420.00, and for the 12-month period ending September 30, 2009, FPUC paid Lake Park a Franchise Fee of $715.00.

For the corresponding "franchise years" of 2011 and 2012, FPUC paid Lake Park Franchise Fees of $6,483.00 and $3,031.00, respectively.

f. For the 12-month period ending May 31, 2008, FPUC paid Palm Beach a Franchise Fee in an amount of $230,046.12, and for the 12-month period ending May 31, 2009, FPUC paid Palm Beach a Franchise Fee in the amount of $229,065.84. However, for the 12-month period ending May 31, 2011, FPUC only paid Palm Beach a Franchise Fee of $144,418.28, and for the same "franchise year" ending on May 31, 2012, FPUC only paid Palm Beach a Franchise Fee of $139,727.35.

g. For the 12-month period ending September 30, 2008, FPUC paid West Palm Beach a Franchise Fee of $131,301.00, and for the 12-month period ending September 30, 2009, FPUC paid West Palm Beach a Franchise Fee of $237,134.00. However, for the corresponding "franchise years" of 2011 and 2012, FPUC only paid West Palm Beach Franchise Fees of $96,872.00 and $133,843.00, respectively.

15. From the foregoing, it is apparent that, for all but Lake Park, the Franchise Fees remitted by FPUC to each of the Plaintiff Municipalities were significantly less in 2011 and 2012 than they were in 2008 and 2009. For example, the Franchise Fees remitted to the Town of Palm Beach and to the City of Boca Raton declined by approximately 30 percent between the 2008 and 2009 franchise years and the 2011 and 2012 franchise years. This led the Municipalities to investigate the cause or causes of these declines. The Municipalities' investigations revealed the following.

16. In or around June 2009, FPUC unilaterally reclassified significant numbers of FPUC's customers located within the Municipalities from a rate classification known as General Service ("GS") into a rate classification known as Large Volume Service ("LVS"). As one example, based on a review of FPUC's billing records for customers located in Palm Beach, in or around June 2009, FPUC unilaterally reclassified more than 50 of FPUC's customers located within Palm Beach from the GS rate class into the LVS rate class.

17. The GS and LVS classification labels are created and used solely by FPUC.

18. FPUC's LVS classification had been in existence as early as 1991.

19. FPUC historically collected the applicable Franchise Fee from customers in the GS class and remitted the Franchise Fees thus collected to the Plaintiff Municipalities, along with the Franchise Fees collected from Residential customers.

20. After unilaterally reclassifying numerous customers into the LVS rate classification in or around June 2009, FPUC unilaterally exempted those customers from the Franchise Fee and thus ceased remitting Franchise Fees previously collected from these customers to the Plaintiff Municipalities.

21. The Gas Franchise Agreements apply by their terms to revenue generated from the sale of gas to all "residential and general service commercial customers in the Town." No exception is made for either residential or general service commercial customers based on the volume of gas used.

22. The customers reclassified by FPUC include hotels, restaurants, and other general service commercial businesses located within the Town. Such customers are

commonly understood to be "general service commercial customers," and it was and remains the intent and understanding of each of the Plaintiff Municipalities that such customers were included within the meaning of "general service commercial customers" as that term is used in the Gas Franchise Agreements. Indeed, FPUC had performed its duties under the Gas Franchise Agreements by collecting and remitting to the Municipalities the Franchise Fee from the subsequently transferred customers for many years preceding June 2009. Neither the commercial nature of these customers' business activities nor the basic purposes for which they used gas purchased from FPUC changed as the volume of gas that they used grew over the years, and accordingly, there was no lawful basis for FPUC to unilaterally reclassify the status of such customers so as to cease collecting the Franchise Fee from them.

23. FPUC's tariff (Second Revised Sheet No. 8) defines "Commercial Service" as

> service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.

24. The Gas Franchise Agreements also provide that FPUC may reduce the amount of the Franchise Fee that would otherwise be due by the amount of "any other taxes, licenses, or other impositions levied or imposed by" each of the Plaintiff Municipalities. The deductions claimed and applied by FPUC over the years included deductions for ad valorem property taxes paid by FPUC to each of the Municipalities.

25. The amounts thus deducted by FPUC are summarized in Exhibit C to this Complaint. For example, for the franchise year ending on May 31, 2010, FPUC deducted $6,493.98 from its Franchise Fee payment to the Town of Palm Beach, and

for the franchise year ending on March 31, 2012, FPUC deducted $12,569.91 from its Franchise Fee payment to the City of Boca Raton.

COUNT I – BREACH OF CONTRACT – FRANCHISE FEE CALCULATIONS

26. The Town realleges the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

27. The customers unilaterally reclassified by FPUC as LVS customers are "general service commercial customers" as set forth in the Gas Franchise Agreements. As a result, the revenue generated from the LVS customers must be included when calculating the Franchise Fee. Moreover, based on the definition of "Commercial Service" set forth in FPUC's official tariff, the Municipalities believe that FPUC's practice of exempting Large Volume Service customers from paying the Franchise Fee has generally been incorrect and inconsistent with the Plaintiff Municipalities' understanding and intent, in that, on information and belief, the vast majority of such customers are entities such as the restaurants, hotels, and other commercial business establishments that FPUC reclassified from GS to LVS in 2009. The Municipalities believe that the correct distinction, as contemplated by the plain language of the Gas Franchise Agreements, should be between general service commercial customers who use gas in the course of "selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.)" and other, "large volume service" customers who use the gas that they purchase for other purposes, e.g., for industrial, streetlighting, or area lighting applications.

28. By exempting the revenue generated by LVS customers (including both those customers transferred from GS to LVS in June 2009, and those LVS customers whose usage is in fact "Commercial Service" usage as opposed to industrial or lighting usage) in the Plaintiff Municipalities from the Franchise Fee, FPUC has breached the Gas Franchise Agreements.

29. The Plaintiff Municipalities have been damaged in the amount of the underpaid Franchise Fees by varying amounts, ranging from relatively small amounts in Municipalities with few customers to hundreds of thousands of dollars in the larger cities and towns. Further discovery will be necessary to calculate the total amounts of damages claimed by each of the Plaintiff Municipalities.

WHEREFORE, the Plaintiff Municipalities demand judgment against FPUC for damages, interest and costs, and pray this Court to grant any other relief that the Court deems just and proper.

COUNT II – DECLARATORY RELIEF – FRANCHISE FEE CALCULATIONS

30. The Plaintiff Municipalities reallege the allegations contained in paragraphs 1 through 23 as though fully set forth herein. The Municipalities are in doubt regarding their rights, status and legal relations under the Gas Franchise Agreements and accordingly, the Municipalities seek declaratory relief pursuant to Section 86.011, et seq., Florida Statutes.

31. At least one of the Plaintiff Municipalities, the Town of Palm Beach, has informed FPUC that it objects to FPUC's practice of exempting ***all*** LVS customers from the Franchise Fee. The Municipalities contend that the nature of a customer's usage of

gas that it purchases, and not the volume of gas that it purchases, determines whether it is a general service customer. Thus, a hotel, office, store, club, or other business engaged in selling or distributing a commodity, is a general service commercial customer whose usage is subject to paying the franchise fee pursuant to the Gas Franchise Agreements, regardless of the customer's usage level. The Municipalities would agree that customers whose usage is for a bona fide industrial purpose (and for lighting usage) would properly be exempted from paying the franchise fee.

32. FPUC contends that LVS customers do not constitute "general service commercial customers" under the Gas Franchise Agreements and are thus not subject to the Franchise Fee.

33. There is a bona fide, actual, present, and practical need for a declaration regarding the parties' rights under the Gas Franchise Agreements.

34. The declaration sought concerns a present ascertained or ascertainable state of facts or present controversy regarding these disputes.

35. The declaration is necessary for the parties to be certain of their respective rights and obligations under the Gas Franchise Agreements.

36. The parties have an actual present adverse and antagonistic interest in the subject matter of these declarations.

37. The relief being sought is not merely the giving of legal advice or answers to questions propounded by curiosity.

38. The Plaintiff Municipalities reserve the right to seek supplemental relief, including, but not limited to, damages and injunctive relief, upon the Court's declaration.

39. The Plaintiff Municipalities are entitled to recover their reasonable costs if successful in this action pursuant to section 86.081, Florida Statutes.

WHEREFORE, the Plaintiff Municipalities demand a judgment declaring that:

A. Any and all customers classified by FPUC as Large Volume Service customers, whose usage is for purposes associated with business activities, professions, or economic or social activities, such as those activities normally carried on in selling, warehousing, or distributing commodities, or in operating offices, stores, clubs, hotels, and the like, are "general service commercial customers" under the Gas Franchise Agreement, and their revenue must be included by FPUC when calculating and remitting the Franchise Fee;

B. FPUC is in violation of its implied duties of good faith and fair dealing; and,

C. The Plaintiff Municipalities are entitled to recover their costs pursuant to section 86.081, Florida Statutes.

COUNT III – DECLARATORY RELIEF – PROPERTY TAX DEDUCTIONS

40. The Plaintiff Municipalities reallege the allegations contained in paragraphs 1 through 25 as though fully set forth herein. The Plaintiff Municipalities are in doubt regarding their rights, status and legal relations under the Gas Franchise Agreements and seek declaratory relief pursuant to section 86.011, et seq., Florida Statutes.

41. The Municipalities believe and contend that FPUC's practice of deducting the amount of property taxes paid from the franchise fee amounts remitted to each of the Plaintiff Municipalities is unlawful, in that this deduction of property taxes from the franchise fee (franchise tax) due pursuant to the Gas Franchise Agreements constitutes

an unlawful tax exemption that none of the Municipalities' governing commissions or councils, sitting in earlier years between 1989 and 1997 , did not have the power to grant. See City of Hollywood, Florida v. Florida Power & Light Co., 624 So. 2d 285 (Fla. 4th DCA, 1993). At least one of the Plaintiff Municipalities, the Town of Palm Beach, has informed FPUC that it objects to FPUC's practice of deducting property taxes from the franchise fee payments that it remits to the Town and has demanded that FPUC henceforth pay the Town the full amount of franchise fees due, based on the calculation of six percent of all residential and general service commercial revenues with no deduction of property taxes paid.

42. There is a bona fide, actual, present, and practical need for a declaration regarding the parties' rights under the Gas Franchise Agreements.

43. The declaration sought concerns a present ascertained or ascertainable state of facts or present controversy regarding these disputes.

44. The declaration is necessary for the parties to be certain of their respective rights and obligations under the Gas Franchise Agreements.

45. The parties have an actual, present, adverse and antagonistic interest in the subject matter of these declarations.

46. The relief being sought is not merely the giving of legal advice or answers to questions propounded by curiosity.

47. The Plaintiff Municipalities reserve the right to seek supplemental relief, including, but not limited to, damages and injunctive relief, upon the Court's declaration.

48. The Plaintiff Municipalities are entitled to recover their reasonable costs if successful in this action pursuant to section 86.081, Florida Statutes.

WHEREFORE, the Plaintiff Municipalities demand a judgment declaring that:

A. The annual franchise fee payments made by FPUC to each of the Plaintiff Municipalities may not lawfully be reduced by the amount of property taxes and any other ad valorem assessments paid by FPUC, and that FPUC must hereafter pay franchise fees accordingly, i.e., without any offset for property taxes or other ad valorem assessments paid.

B. The Plaintiff Municipalities are entitled to recover their costs pursuant to section 86.081, Florida Statutes.

DEMAND FOR JURY TRIAL

The Plaintiff Municipalities demand a jury trial on all issues to which they are so entitled.

JONES, FOSTER, JOHNSTON & STUBBS, P.A.
Attorneys for Plaintiff
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401
Telephone: 561-659-3000
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By:_____
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Florida Bar No. 498807
joconnor@jones-foster.com

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TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 3, 2013 **Agenda Item No.** Tab S

Agenda Title: Designating the Town's Voting Delegate and Alternates to the Palm Beach County League of Cities

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS**
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 6/14/13

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

Originating Department: **Town Manager**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** Designation of Voting Delegate Form
Advertised: Date: _____ Paper: _____ [X] 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 ____ **Please initial one.**

Summary Explanation/Background:

The Town is actively involved in the Palm Beach County League of Cities. Once per month the League holds a general membership meeting where votes of the body are taken on actions of the League. The Town gets to have one voting member cast the Town's vote at that monthly meeting. It is time for the Town Commission to designate who our voting delegate will be (as well as designating any alternates in case our delegate is unable to attend the monthly meeting).

Recommended Motion: I move to designate _____ as the Voting Delegate for the Town of Lake Park to the Palm Beach County League of Cities and to further designate _____ as alternates in the event that the Town's designee is unable to attend the monthly meeting.

Palm Beach County
LEAGUE of CITIES, Inc.

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended September 28, 2011, the governing body of (City, Town, or Village name):

_____

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

_____

_____

Voting Delegate _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Alternate(s) _____ *Email:* _____

Action taken this _____ day of_____, 2013

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

www.leagueofcities.org | rradcliffe@pbcgov.org
Tel. 561-355-4484 · Fax 561-355-6545
P.O. Box 1989, Gov. Center, West Palm Beach, FL 33402
Office: Governmental Center, 301 North Olive Ave., West Palm Beach, FL 33401

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 3, 2013** **Agenda Item No.** Tab 6

Agenda Title: **Review of the Finance Department's Accounting Policies and Procedures Manual**

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

Approved by Town Manager DSS **Date:** 6/19/13

Blake K. Rane Finance Director BKR
Name/Title

Originating Department: **FINANCE**	Costs: $ -0- Funding Source: Acct. # [X] Finance ___BKR_____	**Attachments:** **Town of Lake Park: Accounting Policies and Procedures Manual**
Advertised: Date: _____ Paper: _____ [X] 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 _____BKR_____ **Please initial one.**

Summary Explanation/Background:

For the past 12 years the firms auditing the Town of Lake Park's financial records have noted a deficiency in internal control titled "2001-1: Written Policies and Procedures". The essence of the comment is that there has been "no formal documentation or codification of the current policies and procedures" in the Finance Department.

The Finance Department staff has drafted the attached Accounting Policies & Procedures Manual which covers the primary financial processes and outlines the critical functions of the Finance Department. These together with detailed work plans (maintained at the department level) describe the tasks of each function of the department and the approved method of performing each function.

Recommended Motion:

I move to approve the Accounting Policies and Procedures Manual

Town of Lake Park
Accounting Policies and Procedures Manual

Cash Receipts and Deposits Policy

All funds received by the Town of Lake Park (the "Town") shall be processed through the Finance Department on a daily basis. Any funds received at other locations shall be forwarded to the Finance Department with a cash report to be processed and prepared for deposit.

Petty Cash Policy

Any Town Department may request a petty cash fund, not to exceed three hundred ($300) for minor incidental expenses. Petty Cash funds shall be reconciled each month and the resulting report submitted to the Finance Department. The use of petty cash shall be limited to reimbursement of Town employees and should generally not exceed twenty-five dollars ($25) for any one transaction. Petty cash may not be used to pay invoices for general operating expenses, salaries or wages, or to make advances or loans.

Accounts Receivable Policy

The Finance Department tracks all amounts due to the Town and seeks payment on every item. The Finance Director shall provide the Town Manger with monthly ageing reports of Town Accounts Receivable. Annually the Finance Director will write off any accounts considered uncollectible in accordance with State law and the Town's Code of Ordinances.

Capital Assets Policy

The Town designates capital assets to include property, plant, infrastructure and equipment as assets with an initial cost of seven hundred and fifty dollars ($750.00) or more and an estimated useful life in excess of one year. The Town does not record infrastructure assets purchased prior to October 1, 2003 in its financial statements.

Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

In accordance with Government Accountings Standards Board ("GASB") Statement #34, General Fund Capital Assets are assets of the Town as a whole and are recorded as expenditures in the governmental fund when purchased and carried at historical cost when available. Capital Assets of the Enterprise Funds are capitalized in the acquiring fund and are typically carried at historical cost.

Debt Service Compliance Policy

The Town has a number of outstanding Promissory Notes that contain restrictive covenants. These covenants include: maintaining certain debt service ratios, maintenance of certain minimum financial balances, total debt limitations, reporting requirements, etc. It is the Town's intent to meet these requirements and annually certify compliance as part of its annual audit.

The Town complies with the Internal Revenue Service's arbitrage regulations regarding the investment of the proceeds of tax exempt financing and annually performs an analysis to assure such compliance.

Business Tax Receipts Policy

The Town levies a Business Tax under the provisions of Section 205 of the Florida Statutes and Section 28 of the Town's Code of Ordinances. Business Tax Receipt renewals are mailed each year to the address on record of each Town business, and new businesses that are opening in the Town are required to complete the Business Tax application process within thirty (30) days of commencing business.

Payroll Processing Policy

Employees of the Town shall be paid every two weeks on a Thursday. Employees shall submit a time sheet for each pay period which is signed by the employee and also signed by their appropriate Manager or Director signifying that the employee actually worked the hours represented on the time sheet. For purposes of payroll and overtime calculation, the work week begins at 12:01 AM on Monday. Whenever possible, new employees shall begin, and the rate of pay for existing employees shall be changed, only on the first day of a pay period. Employees who leave the Town's employment for any reason shall receive their final pay in the form of a physical check and shall receive it on or after the next scheduled pay day following their termination. Employees hired after the effective date of this policy shall be required to have their pay electronically deposited directly into a bank account of their choice.

Purchase Order Processing Policy

Purchase Orders are prepared by the Finance Department based upon receipt of an approved requisition to purchase. All purchases for goods and services shall be conducted in accordance with the Town's Purchasing Code as contained in the Code of Ordinances, Subpart A General Ordinances, Chapter 2 Administration, Article V Finances, Division 2 Purchasing.

Invoice and Request for Disbursement Processing Policy

Vendor invoices shall be sent directly to the Finance Department. The Finance Department shall stamp the invoice "Received" and also date it. Invoices shall then be routed to the appropriate department for approval of receipt of goods or services and approval for payment. The approved documents shall then be returned to the Finance Department. If an invoice references a Purchase Order, it is to be matched with the gold "Receiving" copy of the purchase order.

Monthly Budget Reporting Policy

Each month of the fiscal year the Finance Director shall transmit to the Town Commission, Town Manager, and all Department Directors a report on the Town's financial position for the prior month and year-to-date period. Such report shall provide for each fund and Department a comparison of budget-to-actual revenues and expenditures. The report shall highlight any unusual items and any significant variances, and include a discussion of any other financial matters that should be brought to the Commission's attention.

Annual Closing and CAFR Preparation Policy

The Finance Department shall prepare a Comprehensive Annual Financial Report on behalf of the Town that meets the standards of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program. It shall also meet the requirements of the Auditor General of the State of Florida for submission of its annual financial statements and audit in a timely fashion.

Grants Policy

Grant applications shall be completed by the Department which will be responsible for implementing the grant and must be approved by the Town Commission before being submitted to the granting organization. If the grant is approved by the grantor: the Commission shall be asked to accept the grant and establish the budget by Resolution; and, copies of the application, grant contract, any and all reporting, and any other financial materials are required to be submitted to the Finance Department which shall perform only the financial reporting for the grant.

If the Town receives Federal or State grant funds of more than $500,000 in a fiscal year the Town shall engage a public accounting firm to perform the appropriate audit(s) according to State and Federal requirements.

Sanitation Billing Policy

Residential Special Pickups, Residential Code Violations, Commercial Service Charges, and Commercial Special Pickups are billed monthly. The collection of solid waste from all properties within the Town of Lake Park is performed by the Town and accounted for in the Sanitation Fund. The costs of regular weekly pick-ups for residential customers are recovered through a Non-Ad Valorem assessment levied and collected on improved residential properties through the Palm Beach County tax bill.

Stormwater Utility and Assessment Policy

The Town has established a stormwater utility and enterprise fund. The utility is funded by an assessment based on each property's estimated contribution of stormwater runoff to the system and the benefit derived by each property from the use of the facilities of the system. The stormwater management assessments shall be imposed against the owners of all real property in the Town.

Community Development Fees Policy

Development Order application fees shall be set by Resolution in accordance with Section 51-6 of the Town Code of Ordinances. Such fees shall be determined by the Town's Department of Community Development and shall be sufficient to cover the administrative costs of the Department's review of the applications. The applicant shall pay these amounts to the Town's Finance Department. In addition, the Town shall recover from the applicant any of the following expenses as required by the specific application: costs and fees of any consultants that may be required; Attorney's fees in connection with the review and processing of the application; and, any other costs incurred by the Town in conjunction with the application.

Salvaged, Damaged and Scrap Materials Policy

It is the policy of the Town that all metals that are accumulated in the normal course of operations of the Department of Public Works shall be accumulated and stored in a controlled manner and periodically disposed of by sale. The sale of scrap material shall be done in such a manner as to obtain the best price for the material and/or the lowest cost for its disposal, including transportation costs if any. All revenues shall be remitted by check and follow the Cash Receipts and Deposit Policy.

PUBLIC HEARING QUASI-JUDICIAL

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 3, 2013 **Agenda Item No.** Tab 7

Agenda Title: REQUEST FOR SITE PLAN APPROVAL BY SHELLCO CONSTRUCTION COMPANY TO DEVELOP A ONE-STORY 5,250 SQUARE FOOT OFFICE/WAREHOUSE BUILDING ON GATEWAY ROAD.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __ READING
[X] NEW BUSINESS – RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL
[ ] OTHER

Approved by Town Manager _____ **Date:** 6/25/13

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: $ **Legal Ad** Funding Source: **Town Clerk** Acct. **# 106-48100 (recovered from Applicant)** **project costs covered by the Applicant** [ ] Finance _____	**Attachments:** ➔ **Staff Report** ➔ **Exhibit "A"** - *Town's Zoning Map and the Property's existing conditions* ➔ **Resolution __07-13 (*inclusive of exhibits "A" and "B"*)** ➔ **Legal Ad** ➔ **Copy of the Easement Agreement** ➔ ****plans*** **available in the dropbox**
Advertised: Date: **06-23-2013** Paper: **Palm Beach Post** [ ] 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 ***ND*** or Not applicable in this case ____ **Please initial one**.

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

Recommended Motion: **I MOVE TO APPROVE RESOLUTION NO. __07-13.**

TOWN LAKE OF PARK
TOWN COMMISSION
MEETING DATE: JULY 3, 2013

PLAN DESCRIPTION: Site Plan Review for Shellco Construction Company to develop a one-story 5,250 square foot office/warehouse building on Gateway Road.

APPLICANT'S REQUEST: Shellco Construction Company ("Applicant") has submitted an application for Site Plan approval. The Applicant proposes the development of an office/warehouse use on a vacant lot located at Gateway Industrial Park Lot 8 ("Property"). The Property is owned by LPJ Properties Incorporated ("Owner"). The Applicant is proposing a 5,250 square foot development on a 1.0036 acre site. The Property is located in the C-4 Commercial District (*see* ***Exhibit A*** *for the Town's Zoning Map and the Property's existing conditions*).
The Applicant also requested a series of variances related to the Code's landscaping requirements which were approved by the Planning and Zoning Board at its June 3, 2013 meeting. The approved variances include:

(1) The north landscape buffer requires eight (8) shade trees →The Applicant is proposing six (6) double-standing palm trees (total 12). The west side landscape buffer requires seven (7) shade trees → The Applicant is proposing six (6) double-standing palm trees (total of 12). The east landscape buffer requires six (6) shade trees → The Applicant is proposing two (2) single-standing palm trees. THE APPLICANT CANNOT MEET THE TOWN'S REQUIREMENTS BECAUSE THE PERIMETER BUFFER TREE TYPE AND NUMBER REQUIREMENT CONFLICTS WITH THE FLORIDA POWER AND LIGHT (FPL) AND SEACOAST UTILITY AUTHORITY (SUA) RESTRICTION ON TREES WITHIN THEIR RESPECTIVE EASEMENTS.

(2) The Town Code of Ordinances requires that the site plan incorporate at least 75 percent of the plantings from the Town's Preferred Plant List. The Applicant is providing 61 percent of trees and plants from the Town's Preferred Plant List. The Applicant is proposing the installation of palm trees to meet the Code requirement of shade trees. Palm trees are not considered to be shade trees in the Code. In order to meet the Code's requirements, the Applicant proposes the installation of more than 50 percent palm trees. THE APPLICANT CANNOT MEET THE TOWN'S REQUIREMENTS BECAUSE THE TREE TYPE AND QUANTITY REQUIREMENT CONFLICTS WITH THE FPL AND SUA'S RESTRICTION ON TREES WITHIN THEIR RESPECTIVE EASEMENTS.

(3) The Town Code requires all "required" trees to be a minimum of 12 feet in height. The Application is proposing 8-foot palm trees along the north property line inasmuch as 12-FOOT TREES ARE NOT PERMITTED PER FPL'S OVERHEAD POWER LINES.

The above-referenced variances have all been considered by the Planning and Zoning Board and NO FURTHER ACTION ON THESE VARIANCES is required by the Town Commission.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Site Plan subject to the conditions of approval.

PLANNING AND ZONING BOARD RECOMMENDATION: Approval 4-0 (June 3, 2013 meeting), subject to the conditions of approval proposed by staff and the variances already approved by the Planning and Zoning Board.

BACKGROUND:

Applicant(s):	Shellco Construction Corporation
Owner(s):	LPJ Properties Inc.
Address/Location:	Gateway Rd.
Net Acreage:	1.0036 acres
Legal Description:	Gateway Industrial Park Lot 8
Existing Zoning:	Commerical-4
Future Land Use:	Commercial Light Industrial

Adjacent Zoning

North:	Commerical-4
South:	Commerical-4
East:	Commercial-4
West:	Commercial-4

Adjacent Existing Land Use

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Applicant's proposed Site Plan is consistent with the overall intent of the goals, objectives and policies of the Town's Comprehensive Plan. The following policies demonstrate the consistency of the proposed office/warehouse use with relevant Objectives and Policies of the Comprehensive Plan:

Future Land Use Element

Objective 1: Future growth and development shall be managed through the preparation, adoption, implementation and enforcement of land use regulations which: ... (3) encourage redevelopment, renewal or renovation, that maintains or improves existing neighborhoods and commercial areas; ... (5) discourage the proliferation of urban sprawl.

Policy 1.5: 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.

The Applicant is proposing to develop a vacant lot that is currently surrounded by existing developed parcels which are developed with uses which would be compatible with the proposed use of the Property. The development of the Property will increase the Property's assessed value, which will in turn increase the Town's tax base. The Applicant's proposed office/warehouse building, with appropriate architectural features and facades, would improve the aesthetics of Gateway Road.

Objective 2 Policy 2.1: The owner of any site shall be responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed those prescribed by the South Florida Water Management District ("District").

The Town's contracted Engineer has reviewed the Application which proposes a zero percent runoff and 100 percent onsite retention and has confirmed that this condition has been satisfied for Site Plan approval.

Objective 3. All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet Level of Service standards are available concurrent with the impacts of the development.

The Application is consistent with Objective 3 because the Town's contracted Engineer has determined that the additional development will not cause any of the affected roadways to exceed the County's Level of Service standards.

Objective 5. 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.

The Applicant is proposing infill development on a vacant parcel in the Town's commercial district. The uses are not so proximate to existing residential neighborhoods so as to create adverse impacts.

4.0 Traffic Circulation

Policy 1.3: The Town will continue to utilize the County's Traffic Performance Standards.

The Applicant has submitted a Traffic Concurrency Letter from the Palm Beach County Engineer confirming that the application satisfies the countywide Traffic Performance Standards ("TPS") and therefore meets the County's traffic concurrency requirements.

6.0 Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

6.62 Objective 1. The Town shall ensure through the land development approval process that, at the time a building permit is issued, adequate public facility capacity is available.

Although the Property is currently vacant, the Property already has easements and some underground infrastructure in place from a previous construction plan that was not completed. In particular, SUA and FPL have easements that run parallel to the north property line and extend from the front of the Property to the rear.

The Town also has an existing drainage pipe that dates back to the original Gateway Industrial Park drainage system that was put in place years ago. The Resolution approving the Site Plan will require as one of the conditions of approval that the Owner enter into a drainage easement agreement with the Town prior to the issuance of the building permit. The drainage easement agreement is necessary for the entire north property line extending five (5) feet on each side of the centerline if the pipe and is reflected on the updated survey provided with this agenda item. The drainage easement agreement has already been submitted to the Town's Community Development Department and reviewed by the Town Attorney, who has approved the agreement. The Applicant is now required to record both the updated survey and drainage easement agreement with Palm Beach County and provide two certified copies to the Town's Community Development Department.

The Town's contracted Engineer reviewed the plans and has deferred the review of the water and sewer components to SUA, the Florida Department of Environmental Protection and Palm Beach County Fire Rescue. All approvals will be required prior to the building permit being issued and is listed as a condition of approval (see #13 in the list of proposed conditions.

8.0 Conservation

Objective 1: Protect air quality within the Town of Lake Park.

Policy 1.1: Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activities shall be undertaken in accordance with all applicable National Pollutant Discharge Elimination System (NPDES) standards.

Although the implementation of these construction practices would be beneficial to the protection of air quality, and the environment in general, the Town's contracted Engineer did not request that the Applicant utilize these construction practices because the Property is under the threshold for requiring these best management practices; however, the Town staff has included as a condition of approval to require that the Owner employ these best management practices.

Objective 3: Conserve potable water supplies

The Application is consistent with the Objective 3. The Florida Building Code specifies water conservation fixtures and the Owner has committed to the use of these fixtures as part of the expansion. A condition of the approval will require the use of specific water conservation fixtures.

PROJECT DETAILS:

Building Site: The Property is located in the Commercial-4 (C-4) Zoning District with a future land use designation of Commercial and Light Industrial and is also within the Town's Bioscience Land Use Protection Overlay (the "Overlay"). The use of a 5,250 square foot office/warehouse business is a use permitted within the C-4 Zoning District and is consistent with the future land use designation of Commerical/Light Industrial. The Overlay was established pursuant to an Interlocal Agreement between Palm Beach County and four municipalities to prevent the conversion of industrial and certain commercial uses to residential or retail uses. Since this application does not propose the conversion of existing uses to commercial retail or residential uses, it is not inconsistent with the Overlay.

Site Access: The proposed structure is located on a 1.0036 acre parcel on Gateway Road. The Property is only accessible through the Gateway Road entrance/exit (westbound).

Traffic: The Palm Beach County's Traffic Engineering Division has approved the Applicant's proposed vehicular circulation plan and provided confirmation via their letter dated April 26, 2013 which is also included with this agenda item.

Landscaping: The Applicant requested three (3) variances which were subject to a separate application and a separate quasi-judicial proceeding wherein the Planning and Zoning Board rendered a Final Order approving all three variances.

The Applicant has met all other requirements in the Town's landscaping Code-namely, hedge materials along the perimeter buffers; foundation plantings using a combination of hedges and other plants;

dumpster screening requirements with an additional landscaped area in the rear; monument sign landscaping; as well as a landscaped entry point along Gateway Road.

Maintenance of landscaping and of plant height is conditional and all hedge material shall be maintained at a four foot height.

Drainage: The Town's contracted Engineer has reviewed the application which proposes a zero percent runoff and 100 percent onsite retention and has satisfied this condition for site plan approval. The Town also has an existing drainage pipe that dates back to the original Gateway Industrial Park drainage system that was put in place years ago. The Resolution approving the site plan will require as one of the conditions of approval that the Owner enter into a drainage easement agreement with the Town prior to the issuance of the building permit. The drainage easement agreement is necessary for the entire north property line extending five (5) feet on each side of the centerline of the pipe and is reflected on the updated survey provided with this agenda item. The drainage easement agreement has already been submitted to the Town's Community Development Department and reviewed by the Town Attorney, who has approved the agreement. The Applicant is now required to record both the updated survey and drainage easement agreement with Palm Beach County and provide two certified copies to the Town's Community Development Department.

Parking: There are 25 parking spaces being proposed. Pursuant to the Town Code, 25 parking spaces are required, as follows: four spaces per 1,000 square feet of office space (13 spaces-inclusive of one ADA space); one space per 2,000 square feet of warehouse space (1 space); and one space per employee during the maximum shift of employment (10 spaces).

Signage: The Applicant is proposing a monument sign at the entrance. The proposed monument sign, as shown in the site plan detail, is consistent with the Town's Sign Code and has the appropriate landscaping around it as required per Code.

Zoning: The Property is within the Town's C-4 Zoning District. An office/warehouse is a permitted use within this zoning district.

Design: The Applicant's elevations meet the Town's Architectural Design Guidelines by incorporating a varied roof line, consistent color palette, and architectural details on all sides of the proposed structure.

Fire: Palm Beach County Fire Rescue reviewed the site plan package and has no pending comments.

PBSO: Town staff evaluated the application for its consistency with Crime Prevention through Environmental Design (CPTED). Staff determined that the Applicant has provided a site plan with sufficient lighting, exterior hardening surveillance, and access control to meet CPTED.

STAFF COMMENTS:

Staff recommends **APPROVAL** of the site plan subject to the following conditions:

1. The Owner shall develop the Property consistent with the following plans submitted by the Applicant:

    a. Site Plan referenced as SP-1, prepared by J-W Engineering Inc., signed and sealed 05/28/2013 and received and dated by the Department of Community Development on 05/29/2013.

b. Paving, Drainage and Utilities plans referenced as C-1, C-2 and C-3 respectively, and prepared by J-W Engineering Inc., signed and sealed 06/13/2013 and received and dated by the Department of Community Development on 06/14/2013.

c. Landscaping and Irrigation plans referenced as L-1, IP-1 and IP-2 respectively, and prepared by Maureen Smith Landscape Architect, signed and sealed 05/29/2013 and received and dated by the Department of Community Development on 05/29/2013.

d. Survey referenced as Job No. 13-01-035, prepared by Brennan Surveying Inc. signed and sealed 05/16/2013 and received and dated by the Department of Community Development on 06/05/2013.

2. The Owner's successors and assigns shall be subject to the approved Development Orders for the Property, including conditions.

3. Construction is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved at least 7 calendar days in advance and in writing by the Community Development Director.

4. Any proposed disturbance of the public right-of-way along Gateway Road which causes a disruption to the normal flow of traffic shall be subject to the review and written approval of the Directors of the Town's Public Works and Community Development Departments.

5. Any proposed disruption to any of the surrounding entrance/exit streets and parking areas along Gateway Road which causes the disruption of the daily operation of nearby businesses shall require prior written approval by the Community Development Director.

6. The Owner's contractor must always employ commonly accepted construction practices.

7. All landscaping as shown on the Site and Landscaping Plans shall be continuously maintained by the Owner from the date of the issuance of the Certificate of Occupancy by the Town. The Owner shall be responsible for replacing any and all dead or dying landscape material at any time to remain in compliance with the landscaping requirements of the approved Site Plan and this approval.

8. The hedge material for the Property shall be maintained at 4 feet.

9. Safe and adequate pedestrian passage shall be maintained along the Property's frontage along Gateway Road.

10. The Owner shall require that the Contractors use commonly accepted best management practices to reduce airborne dust and particulates during construction on the Property. This includes, but is not limited to seeding, wetting, and mulching to minimize particulate emissions generated during construction.

11. All dumpsters shall be enclosed and the dumpster doors shall be kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park. The Site Plan shall be modified to indicate that the dumpster opening shall have a 12 foot x 10 foot opening.

12. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on the subject Property is in accordance with the approved Site and Landscaping Plans.

13. Prior to the issuance of any building permits, the Applicant shall submit copies of all other permits required by other governmental agencies, including but not limited to Palm Beach County Health Department, SUA, Palm Beach County Land Development Division, South Florida Water Management Division, Palm Beach County Fire Rescue and the State of Florida Department of Environmental Protection.

14. Two certified copies of the approved and recorded drainage easement agreement reflecting a 10 foot utility easement which is being provided to the Town is required prior to the issuance of any development permit.

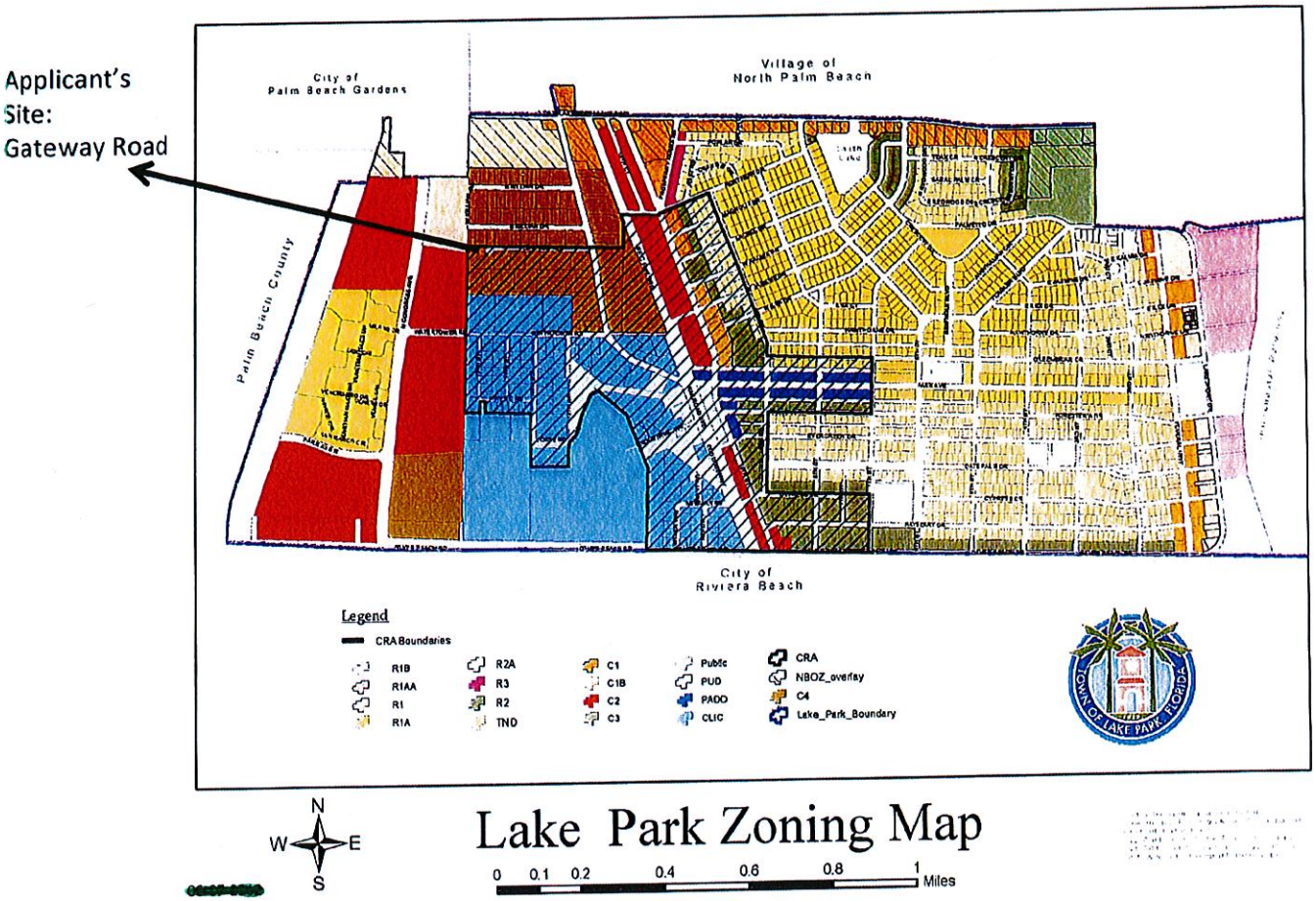
15. Any revisions to the approved Site Plan, landscape plan, architectural elevations, signs, Statement of Use, photometric plan, or other detail submitted as part of the application including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval.

16. The Owner shall initiate bona fide and continuous development of the Property within 18 months from the effective date of this Resolution. Such development shall be completed within 18 months from the effective date of initiation of development; unless extended as provided for in the Town of Lake Park Code of Ordinances Section 67-42 *Expiration of development approvals.*

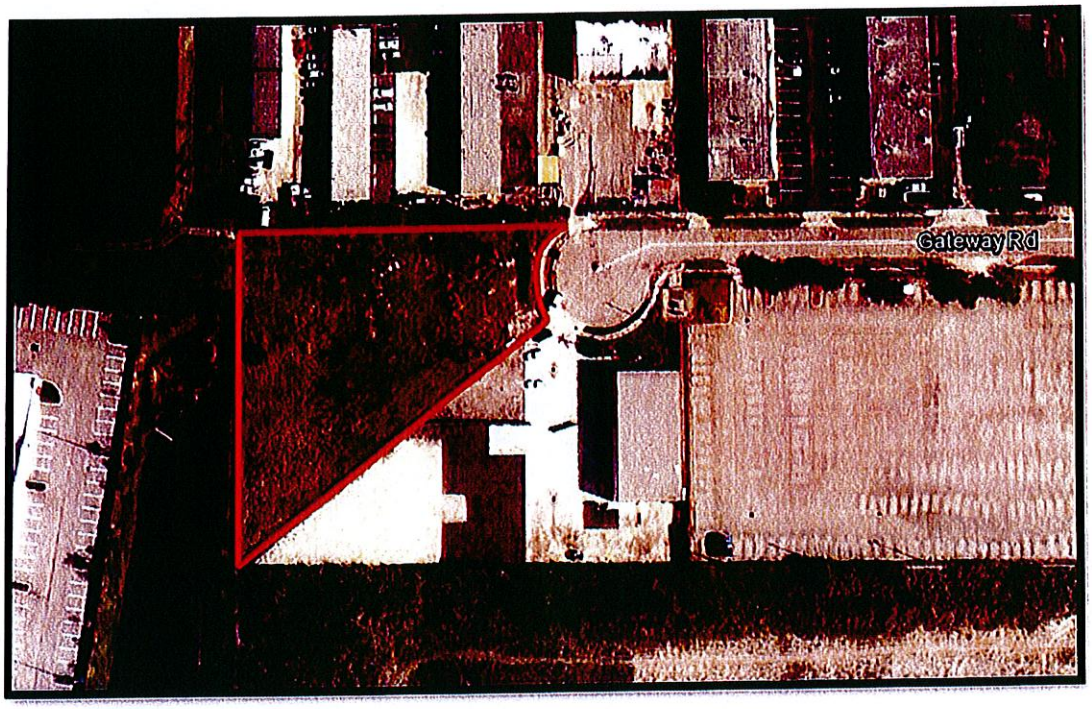
18. Cost Recovery. All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within ten (10) days of receipt of an invoice from the Town. Failure by an Owner/Applicant to reimburse the Town within the ten (10) day time period may result in the automatic revocation of any approvals by the Town and any other appropriate measures that the Town deems necessary and appropriate to secure payment.

Exhibit A: Lake Park Zoning Map

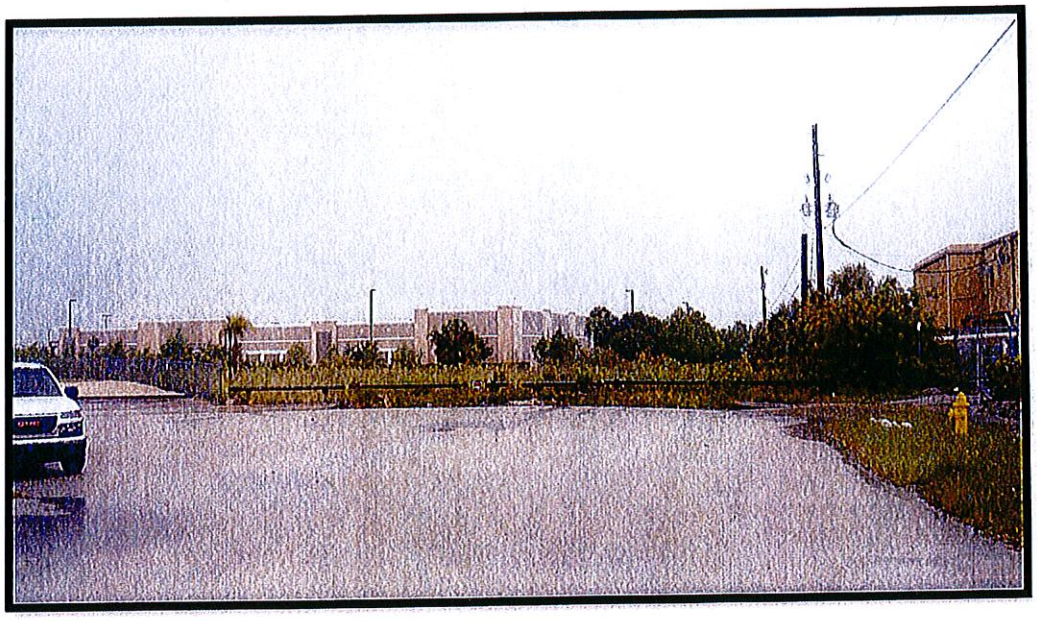
with Images of Existing Conditions



Aerial View:



Front View:



Close up of Front View:

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN AND AUTHORIZING THE CONSTRUCTION OF A ONE-STORY, 5,250 SQUARE FOOT OFFICE WAREHOUSE BUILDING ON 1.0036 ACRES LOCATED ON GATEWAY ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LPJ Properties, Inc., is the owner (the "Owner") of a 1.0036 acre vacant parcel of real property, the legal description of which is contained in **Exhibit "A"** which is attached hereto and incorporated herein (the "subject property"); and

WHEREAS, the subject property is located on Gateway Road in the Town of Lake Park, Florida (the "Town"); and

WHEREAS, Shellco Construction Corporation, as agent for the Owner (the "Applicant") and contract purchaser of the subject property, has submitted an application for a site plan for a proposed one-story office/warehouse building (the "Application"); and

WHEREAS, the Town of Lake Park's Planning and Zoning Board has reviewed the Application and has recommended that the Town Commission approve the site plan; and

WHEREAS, the Town of Lake Park's Planning and Zoning Board approved the variances for the subject property which will permit the Owner to develop the subject property in accordance with the proposed site plan; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at this hearing the Town Commission considered the evidence presented by the Town staff, the Applicant, the Owner, and other interested parties and members of the public as to the Application's consistency with the Town's Comprehensive Plan; and

WHEREAS, at this hearing, the Town Commission considered the evidence presented by the Town staff, the Applicant, the Owner and other interested parties and

members of the public regarding whether the Application meets the Town's Land Development Regulations, including specifically Section 67-38 of the Town Code; and

WHEREAS, the Town Commission has determined that the conditions incorporated herein, are necessary in order for the Application to be consistent with the Town's Comprehensive Plan and to meet the Town's Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Site Plan and authorizes the development of a one-story office/warehouse building on the subject property, subject to the conditions described below.

1. The Owner shall develop the Property consistent with the following plans submitted by the Applicant:

    a. Site Plan referenced as SP-1, prepared by J-W Engineering Inc., signed and sealed 05/28/2013 and received and dated by the Department of Community Development on 05/29/2013.

    b. Paving, Drainage and Utilities plans referenced as C-1, C-2 and C-3 respectively, and prepared by J-W Engineering Inc., signed and sealed 06/13/2013 and received and dated by the Department of Community Development on 06/14/2013.

    c. Landscaping and Irrigation plans referenced as L-1, IP-1 and IP-2 respectively, and prepared by Maureen Smith Landscape Architect, signed and sealed 05/29/2013 and received and dated by the Department of Community Development on 05/29/2013.

    d. Survey referenced as Job No. 13-01-035, prepared by Brennan Surveying Inc. signed and sealed 05/16/2013 and received and dated by the Department of Community Development on 06/05/2013.

2. The Owner's successors and assigns shall be subject to the approved Development Orders for the Property, including conditions.

3. Construction is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved at least 7 calendar days in advance and in writing by the Community Development Director.

4. Any proposed disturbance of the public right of way along Gateway Road which causes a disruption to the normal flow of traffic shall be subject to the review and written approval of the Directors of the Town's Public Works and Community Development Departments.

5. Any proposed disruption to any of the surrounding entrance/exit streets and parking areas along Gateway Road which causes the disruption of the daily operation of nearby businesses shall require prior written approval by the Community Development Director.

6. The Owner's contractor must always employ commonly accepted construction practices.

7. All landscaping as shown on the Site and Landscaping Plans shall be continuously maintained by the Owner from the date of the issuance of the Certificate of Occupancy by the Town. The Owner shall be responsible for replacing any and all dead or dying landscape material at any time to remain in compliance with the landscaping requirements of the approved Site Plan and this approval.

8. The hedge material for the Property shall be maintained at 4 feet.

9. Safe and adequate pedestrian passage shall be maintained along the Property's frontage along Gateway Road.

10. The Owner shall require that the Contractors use commonly accepted best management practices to reduce airborne dust and particulates during construction on the Property. This includes, but is not limited to seeding, wetting, and mulching to minimize particulate emissions generated during construction.

11. All dumpsters shall be enclosed and the dumpster doors shall be kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park. The Site Plan shall be modified to indicate that the dumpster opening shall have a 12 foot x 10 foot opening.

12. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on the subject Property is in accordance with the approved Site and Landscaping Plans.

13. Prior to the issuance of any building permits, the Applicant shall submit copies of all other permits required by other governmental agencies, including but not

limited to Palm Beach County Health Department, SUA, Palm Beach County Land Development Division, South Florida Water Management Division, Palm Beach County Fire Rescue and the State of Florida Department of Environmental Protection.

14. Two certified copies of the approved and recorded drainage easement agreement reflecting a 10 foot utility easement which is being provided to the Town is required prior to the issuance of any development permit.

15. Any revisions to the approved Site Plan, landscape plan, architectural elevations, signs, Statement of Use, photometric plan, or other detail submitted as part of the application including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval.

16. **The Owner shall initiate bona fide and continuous development of the Property within 18 months from the effective date of this Resolution. Such development shall be completed within 18 months from the effective date of initiation of development; unless extended as provided for in the Town of Lake Park Code of Ordinances Section 67-42 *Expiration of development approvals.***

18. Cost Recovery. All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within ten (10) days of receipt of an invoice from the Town. Failure by an Owner/Applicant to reimburse the Town within the ten (10) day time period may result in the automatic revocation of any approvals by the Town and any other appropriate measures that the Town deems necessary and appropriate to secure payment.

Section 3. This Resolution shall take effect upon adoption.

Exhibit "A" – Legal Description
Exhibit "B" – Location Map

The foregoing RESOLUTION was offered by Commissioner _____, who moved its adoption. The Motion was seconded by Commissioner _____ and upon being put to roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	____	____
VICE MAYOR KIMBERLY GLAS-CASTRO	____	____
COMMISSIONER ERIN FLAHERTY	____	____
COMMISSIONER MICHAEL O'ROURKE	____	____
COMMISSIONER KATHLEEN RAPOZA	____	____

PUBLISHED IN THE PALM BEACH POST THIS ___ DAY OF _____, 2013

The Mayor thereupon declared Resolution No. _____ duly passed and adopted this_____ day of July, 2013.

TOWN OF LAKE PARK, FLORIDA

BY:_____
Mayor James DuBois

ATTEST:

Approved as to form and legal sufficiency

_____
Vivian Mendez, Town Clerk

_____
Thomas J. Baird, Town Attorney

(Town Seal)

201 **Exhibit "A"**

202 **Legal Description**

203

LOT 8, GATEWAY INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 148, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO WITH

A 10 FOOT DRAINAGE EASEMENT LYING IN LOT 8, GATEWAY INDUSTRIAL PARK, PLAT BOOK 30, PAGE 148, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEING THE SOUTH 10 FEET OF THE NORTH 24.75 FEET OF THE ABOVE MENTIONED LOT 8 AND COMMENCE AT THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 01 DEGREES 42 MINTES 12 SECONDS WEST, A DISTANCE OF 19.75 FEET ; THENCE SOUTH 88 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING OF A 10 FOOT WIDE DRAINAGE EASEMENT LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTH 09 DEGREES 51 MINUTES 40 SECONDS
204 **EAST, A DISTANCE OF 89.62 FEET TO A POINT OF TERMINATION.**

Exhibit "B"

Location Map

Gateway Road (vacant parcel)

The Palm Beach Post
Real News Starts Here

RECEIPT

Ad Name: 214753A Ad ID: 214753 Original Ad ID:

Start: 06-23-2013
Stop: 06-23-2013
Issues: 1
Words: 248
Dimension.. 1 X 50
Color:

Editions:
PB Post Web
PB Post

LEGAL NOTICE OF
PUBLIC HEARING FOR
SITE PLAN APPROVAL
TOWN OF LAKE PARK

Please take notice and be advised that the Town Commission will hold a public hearing on Wednesday July 3, 2013 at 6:30 p.m, or as soon thereafter, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, for a Site Plan approval of an application filed by Jean Chardon of Shellco Construction Corporation, for a site currently owned by LPJ Properties and located on a vacant parcel of Gateway Road, Gateway Industrial park lot 8, in Lake Park, Florida. The Site Plan application is proposing a 5,250 square foot, one-story office/warehouse building on a 1.0036 acre site.

Resolution No. 14-07-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A SITE PLAN AND AUTHORIZING THE CONSTRUCTION OF A ONE-STORY, 5,250 SQUARE FOOT OFFICE WAREHOUSE BUILDING ON 1.0036 ACRES LOCATED ON GATEWAY ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
6-23/ 2013 #98559

Ad shown is not actual print size.

W/C 193
Prepared By and Return To:
Kirk Grantham, Esq.
The Grantham Law Firm
1860 Forest Hill Blvd., Ste. 105
West Palm Beach, FL 334066086

GRANT OF EASEMENT

THIS EASEMENT, made and granted this 29 day of May 2013, by LPJ Properties, Inc., a corporation existing under the laws of the State of Florida, having its principal place of business at 9657 Ilex Circle South, Palm Beach Gardens, FL 33410, and lawfully authorized to transact business in the state of Florida, Grantor*; and The Town of Lake Park, Florida, Grantee*, whose address is 535 Park Avenue, Lake Park, FL 33403

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the said Grantee a ten foot drainage easement lying in Lot 8, Gateway Industrial Park, Plat Book 30, Page 148, of the public records of Palm Beach County, Florida, described as follows:

Being the south 10 feet of the north 24.75 feet of the above-mentioned Lot 8 and commence at the northwest corner of said lot; thence south 01°-42'-12" west, a distance of 19.75 feet; thence south 88°-06'-18" east, a distance of 195.00 feet to the Point of Beginning of a 10 foot wide drainage easement lying 5 feet on each side of the following-described line; thence south 09°-51'-40" east. A distance of 89.62 feet to a Point of Termination.

*"Grantor' and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Jacqueline R Peck
Witness

Print Name: Jacqueline R Peck

Linda Rouse
Witness

Linda Rouse
Print Name:

LPJ PROPERTIES, INC., a Florida corporation

By: _____
Robert D. Brockman, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

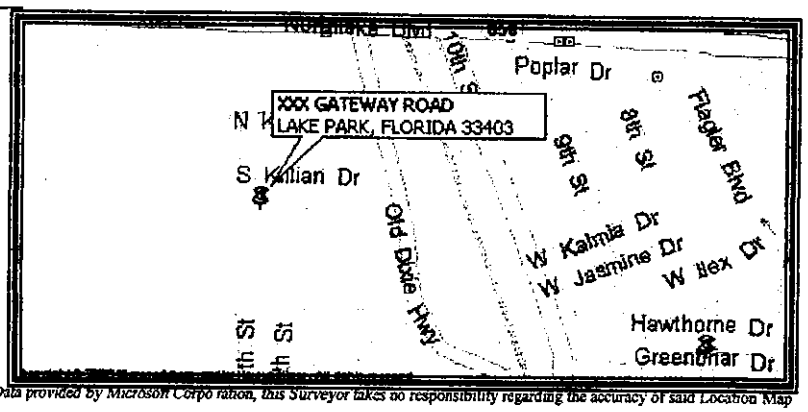
The foregoing instrument was acknowledged before me this 29th day of May, 2013, by Robert D. Brockman, President of LPJ Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLDL as identification.

[N. P. SEAL]

Notary Public, State of Florida

SHERYL BISHOP
Notary Public - State of Florida
My Comm. Expires Jan 28, 2017
Commission # EE 857457
Bonded Through National Notary Assn

R.B. Brennan Surveying, Inc.
LB # 6813
P.O. Box 1090
Jupiter, Florida 33468
Voice: 561-776-0505
Fax: 561-776-0506
www.brennanservices.com
brennancompanies@gmail.com
email@brennanservices.com



Property Location shown on this Location Map is based on Algorithms and Data provided by Microsoft Corporation, this Surveyor takes no responsibility regarding the accuracy of said Location Map

Job No.: **13-01-035**

Property Address:
XXX GATEWAY ROAD
LAKE PARK, FLORIDA 33403

Legal Description:
LOT 8, GATEWAY INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 148, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO WITH

A 10 FOOT DRAINAGE EASEMENT LYING IN LOT 8, GATEWAY INDUSTRIAL PARK, PLAT BOOK 30, PAGE 148, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEING THE SOUTH 10 FEET OF THE NORTH 24.75 FEET OF THE ABOVE MENTIONED LOT 8 AND COMMENCE AT THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 01 DEGREES 42 MINTES 12 SECONDS WEST, A DISTANCE OF 19.75 FEET ; THENCE SOUTH 88 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING OF A 10 FOOT WIDE DRAINAGE EASEMENT LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTH 09 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 89.62 FEET TO A POINT OF TERMINATION.

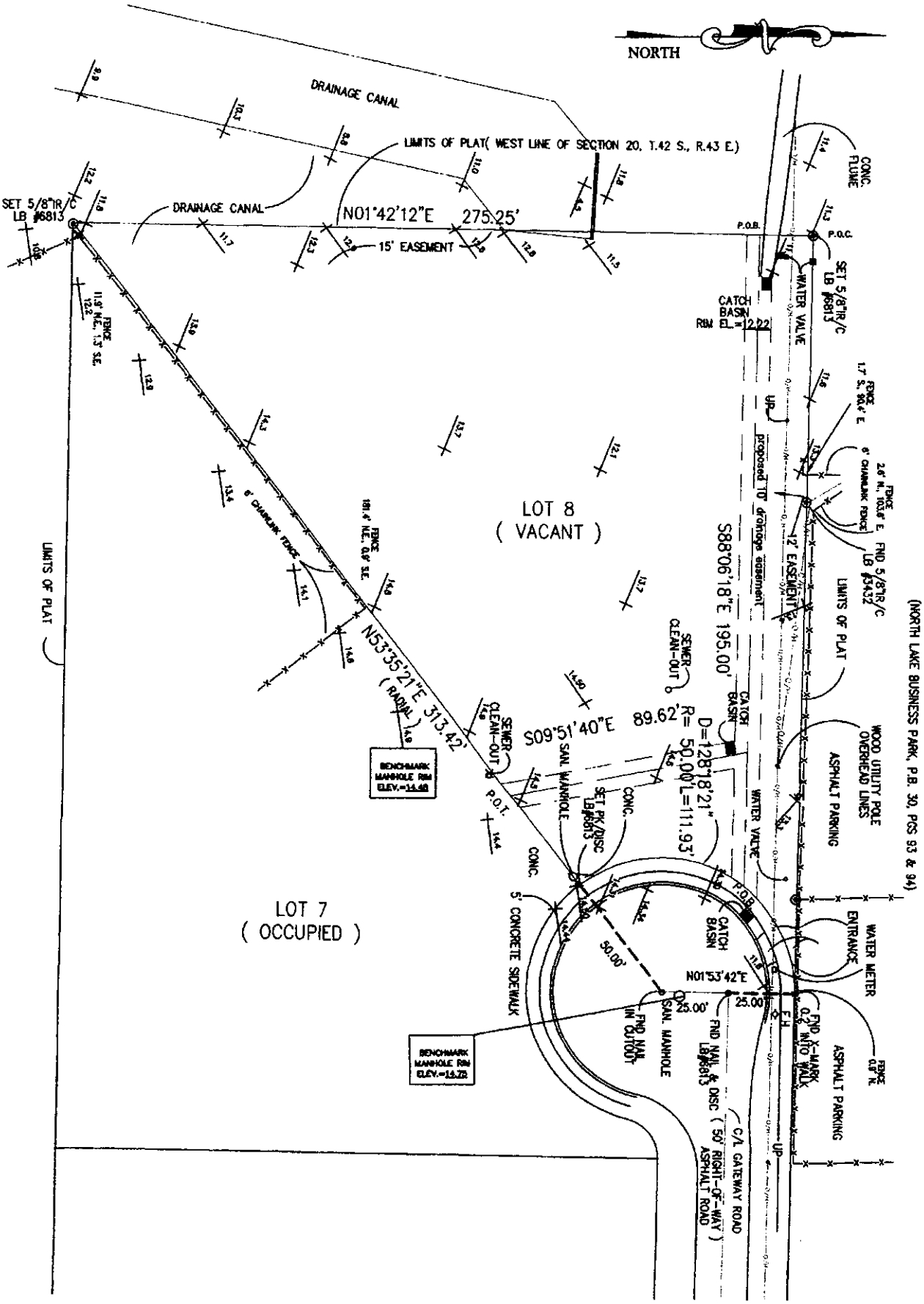
Field Date:
05/15/2013

Certified To:
JEAN SCARDON

Surveyors Notes:
1) Lands shown hereon have not been abstracted by this office for easements, reservations, or rights of way of record.
2) Subsurface improvements or encroachments were not located or shown hereon.
3) Elevations shown hereon are relative to the National Geodetic Vertical Datum 29 unless otherwise noted.
4) Only improvements located are those shown hereon.
5) All Dimensions shown are per plat unless otherwise noted.
6). Written Dimensions take precedence over scaled dimensions and distance are not to be scaled for construction and/or designs purposes.
7). Underground portions of footings, foundations or other improvements were not located.
8). This survey cannot be transferred or assigned without the specific written permission of R.B. Brennan Surveying, Inc.
9). No responsibility is assumed by this surveyor for the construction of improvements from building ties shown on this survey.
10). Fence ownership is not determined, location only.

Legend

\.	Arc	I.P.	Iron Pipe	P.O.B.	Point of Beginning	C.B.	Catch Basin		
/C.	Air Conditioner	I.R./C.	Iron Rod/Cap	P.C.P.	Permanent Control Point	SQ. FT.	Square Feet		
.M.	Bench Mark	I.R.	Iron Rod	PG.	Page	IP/C	Iron Pipe & Cap		
HD	Chord	L.B.	Licensed Business	P.K.	Parker/Kalon Nail	C.	Calculated		
.L.F.	Chain Link Fence	L.P.	Light Pole	PLS	Professional Land Surveyor	No.	Number		
/L.	Center Line	L.	Length	P.R.C.	Point of Reverse Curve	Twp.	Township		
M.	Concrete Monument	(M)	Measured	P.R.M.	Permanent Reference Monument	Rge.	Range	IEE	Ingress/Egress Easement
ONC.	Concrete	M.H.	Man Hole	P.S.M	Professional Surveyor & Mapper	Sec.	Section	DH	Drill Hole
Dd.)	Deed	+/-	Plus or Minus	P.T.	Point of Tangency	R.A.E	Reciprocal Access Easement		

R.B. BRENNAN SURVEYING L.B. # 6813

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