



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, December 4, 2013, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 4, 2013 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Mayor DuBois led the pledge of allegiance and Town Clerk Mendez performed the roll call.

**SPECIAL PRESENTATIONS/REPORTS**

None

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

1. **Regular Commission Meeting Minutes of November 20, 2013**
2. **Resolution No. 45-12-13 Approving the Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the Mayoral Election Scheduled for March 11, 2014**

**Motion: A motion was made by Commissioner Flaherty to approve all items on the Consent Agenda; 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	X		
Mayor DuBois	X		

Motion passed 5-0.

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

3. **Ordinance No. 16-2013 Staff initiated Request to Provide More Flexibility to the Special Event Signage Requirements in Section 70-103 (3)(E) of the Town of Lake Park Code**

Town Manager Sugerman explained the item (see attached Exhibit “A”).

Commissioner Rapoza asked if these changes would also apply to campaign signage.

Town Manager Sugerman stated that this is for special event signage.

**Motion: A motion was made by Commissioner Flaherty to approve Ordinance 16-2013 on First Reading; Commissioner Rapoza made the second.**

Mayor DuBois stated that increasing the opportunity for having and advertising special events has been discussed for several years and that he is glad to see this item coming forward. He thinks that this item is a good step in the direction of having more special events in the Town.

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

**4. Ordinance No. 17-2013 Staff initiated Request to Update the Capital Improvement Schedule in the Town's Comprehensive Plan Capital Improvement Element.**

Town Manager Sugerman explained the item (see attached Exhibit “B”).

Commissioner Flaherty asked if items can be added and removed from the Capital Improvement Schedule.

Town Manager Sugerman stated “yes” and explained that this is done at least on an annual basis and could be done more often if necessary.

Mayor DuBois stated that the schedule does not mean that the items are funded. This is the Town’s plan for Capital Improvements.

Town Manager Sugerman stated “yes” and explained that under the Florida Growth Management Act it was determined that it is important for the local legislative body to advise the public what “large ticket items” the governing body was planning on carrying out. He stated that this Ordinance accomplishes this notification.

Vice-Mayor Glas-Castro explained that at one time the items in this schedule had to be financially feasible and firm funding sources had to be in place and as noted on the

schedule grants is a possible funding source. She further explained that grants often required that the project be on the Capital Improvement Schedule.

**Motion: A motion was made by Commissioner O'Rourke to approve Ordinance 17-2013 on First Reading; 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	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

**PUBLIC HEARINGS – ORDINANCES ON SECOND READING:**

**None**

**NEW BUSINESS:**

**5. Resolution No. 46-12-13 Authorizing the Mayor to Execute a Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina**

Town Manager Sugerman explained the item (see attached Exhibit "C"). He provided Exhibit "A" to the agreement, a depiction of the Marina and parking lot, to the Commission (see attached Exhibit "D"). He stated that since Freedom Boat Club will not be utilizing all ten (10) slips right away the bank, that is underwriting this venture, has requested that the agreement be modified to six (6) slips immediately with two (2) more slips being leased ninety (90) days hereafter and then two (2) more slips ninety (90) days after that making all the slips leased within 180 days of the agreement unless they are needed earlier. He explained that Freedom Boat Club will be providing a deposit on all ten (10) slips. He stated that if the Commission accepts the modification in the amount of slips leased then the "Rent" section of the agreement will need to be modified accordingly. He read the following from the proposed agreement: "Parking is restricted for customer use only and under no circumstances may employees or guests of Freedom Boat Club use such parking designated for its customers or any additional parking that may be available in the parking lot that is also utilized by marina tenants." He explained that the sentence is unclear and that the intent was to have the Freedom Boat Club pay for parking passes for the nineteen (19) dedicated parking spaces and not to allow their customers to take up any spaces in the balance of the parking lot.

Dan Lund and Dave Gammon, owners Freedom Boat Club, stated they are excited for opportunity and thinks it is a plus for them and the Town. He explained that this a

membership based boat rental and members would have exclusive use of the boat per their membership.

Commissioner Flaherty asked if the members are required to go through any boating courses and if there is insurance that covers any damage when the member(s) are aboard the boat.

Mr. Lund explained that the boats have insurance and that Freedom Boat Club is a national franchise. He explained all new members no matter their boating experience are required to attend a boating course that includes classroom and actual boat operation instruction before they are authorized to operate a boat.

Commissioner Flaherty asked if there will be a boat captain or employee onsite managing the boats.

Mr. Lund stated "yes" and explained how the boats times are reserved and that there will be dock masters on site at least during the hours of operations.

Commissioner Rapoza asked if they will be purchasing the fuel for the boats from the Lake Park Marina.

Mr. Lund stated "yes" and explained that the boats will be topped off every time it comes into the Marina.

Vice-Mayor Glas-Castro asked if the \$17 per foot is a discount for multiple slips.

Town Manager Sugerman explained that commercial vessels pay \$20 per foot and recreation vessels pay \$17 per foot. The Freedom Boat Club is clearly a commercial operation but they will be renting ten (10) slips. Staff felt comfortable offering a bulk rate given they will be renting ten (10) slips at a rate that is not less than the recreational boaters are paying. He explained that if the Commission approves the agreement the Commission would be creating a bulk commercial rate of \$17 per foot.

Vice-Mayor Glas-Castro asked which slip the office/houseboat will be located.

Mr. Lund stated that the office/houseboat will be located next to the bulkhead on the north side.

Vice-Mayor Glas-Castro stated that the agreement addresses signage for the parking spaces and asked about signage and advertising for the boat club.

Town Manager Sugerman stated that there will not be any advertising signage on the grounds of the Marina. He stated that there will be a banner sign on the office/houseboat.

Mr. Lund stated that he would like to discuss signage and advertising further. He stated that he would like to have signage along US1 and one or two in the Marina for directional purposes.

Town Manager Sugerman asked Mr. Lund why they chose Lake Park Marina.

Mr. Lund explained that one of the key reasons was Marina Director James Hart. He explained that his interaction with Marina Director Hart has been exemplary. He stated that another reason is the level of service and facilities provided at the Marina would be positive experience for the members of the club. He stated that the location is great within ten (10) minutes of the inlet.

Mayor DuBois stated that on the weekends the boat ramp usage is high and asked how the members and Freedom Boat Club employees would navigate through this peak usage.

Mr. Lund stated that is the exact reason that a Freedom Boat Club employee will be piloting the boats back from the fueling area to the slip and that he will work with the Marina staff.

Town Manager Sugerman asked Mr. Lund if the modification to the agreement are acceptable

Mr. Lund stated "yes".

Commissioner O'Rourke stated that the issue of advertising is not addressed in the agreement.

Town Manager Sugerman stated that the issue of signage and advertising will be driven by the Town Code and will get with Community Development regarding what they are and are not allowed to do.

Commissioner O'Rourke thinks that signage along US1 is a great idea. He thinks of this venture as a partnership and is a good idea that would work for both the Town and Freedom Boat Club. He thinks that the Town would be accommodating and it will have to be worked out with staff.

Mayor DuBois thinks that directional signage within the Marina would be consistent with the recommendations from the Marina Task Force regarding way finding signage.

**Motion: A motion was made by Commissioner O'Rourke to authorize the Mayor to sign the dockage agreement pursuant to Resolution 46-12-13 in substantially the form that was presented; Commissioner Rapoza made the second.**

Mayor DuBois stated that in his package he does not have any credit or financial material to back-up the plan and that he sees this venture as a partnership between the Town and Freedom Boat Club as opposed to an individual dive boat. This is a business on a grander scale than a dive or fishing boat operation and to that end there needs be balance between what the partners bring to the table. He stated that in this case the Town is bring a substantial entity in the Marina and that is worth something and he does not think that in reflected simply in the collection of the rental deposit. He thinks there is a higher value to this and part of that is that the Town has been through this before with large ventures and rental of multiple slips while there has been some success there has also been some

failures that have lead to hard feelings between the operator, Commission and the public. At times is has been difficult to recoup the lost revenue. He is much more willing to presume a problem and suggested that the motion be modified to add a \$20,000 facility usage fee broken up into multiple payments within the first six (6) months. He suggested that a clause be added that no modifications be done that would cause a capital expenditure by the Town to return the facility to its preexisting condition. He stated that he does not know if the floating dock is intended to change the existing infrastructure in any way but if they do change the infrastructure then the facility is left in its original condition at the cost of Freedom Boat Club. He stated that marking the parking spaces is contrary to the cross parking access concept that has been established in other parts of Town. He explained that the concept is to make parking available throughout an entire parking lot without dedicating certain spaces to one user. He requested that the agreement be modified to rescind the designated parking spaces.

Vice-Mayor Glas-Castro asked for clarification regarding the facility usage charge.

Mayor DuBois stated that facility usage charge is because the facility is being used beyond its essentially residential function. He stated that it is a large amount of boats and involves managers, employees, turning the boats over twice a day and great deal more wear and tear and physical management from the Town to make sure that Freedom Boat Club's operation are working well and overseeing this operation in relation to all of the other tenants. He thinks that this will use more of the Town's resources. He appreciates that it is a nice amount of rentals all at one time but at the same time it consumes more of the Marina's resources and he thinks that the Town is bring something more in terms of the facility then the Town is getting.

Vice-Mayor Glas-Castro thinks that Mayor DuBois' explanation more justifies a \$20 per foot fee then a bulk discount to \$17 per foot then a facility use fee.

Mayor DuBois stated that he would say that except in a sense it is a large deposit because it is a large risk at the table to cover any contingencies down the road.

Vice-Mayor Glas-Castro asked if the facility use fee would be a security deposit.

Mayor DuBois stated "no" it would be a onetime partnering fee over and above the deposit.

Vice-Mayor Glas Castro asked if the dive boats are allowed to have designated parking spaces.

Town Manager Sugerman stated "no" they typically pay the parking pass fee and give them to their customers.

Commissioner O'Rourke disagreed with the Mayor. He believes that a business has come to the Town and is willing to turn the Marina into an asset it should be and is not right now. This is an opportunity to grow the Marina, to give it exposure. He does not believe that the Town should be placing on them things that he sees as burdensome to a business that will bring customers to Town and in turn customers to the Marina. He stated that this

is a fraternal partnership between the Freedom Boat Club and the Town through the Marina. He does not think it is good policy to invite a business to the Town and then tell them the Town wants more out of you. He thinks that they are bringing a very good business to Town and he welcomes them here under the substantially stated agreement and does not think adding to their expenses at this point and does not think it is an appropriate suggestion at this time.

Mayor DuBois asked about his suggested changes regarding the marking of the parking spaces and the addition of language requiring that the facility be returned to its original condition by Freedom Boat Club upon termination of the agreement.

Commissioner O'Rourke agreed with adding the language regarding returning the facility to its original condition. He thinks that the Commission has not established a policy regarding parking access.

Town Manager Sugerman stated that the Commission adopted an Ordinance of intent dealing with cross access parking. However, the Commission can always contract additional provisions on a case by case basis and that is what the Commission will be doing with this agreement if it stands as proposed.

Commissioner O'Rourke suggested a priority parking model.

Mayor DuBois stated that every business is required to have a certain number of parking spaces based on a certain criteria. If the Marina has the parking available in the parking lot, then why complicate the parking by having those spaces designated for Freedom Boat Club use. There will be flow of traffic coming and going and people needing spaces. The experience of pulling into a parking lot and working their way through and seeing it is a designated spot and having to find another space would not be a positive experience for the other Marina tenants. He thinks that situation does not bode well and it has caused great contention all over Town and thinks it will cause contention among the Freedom Boat Club customers and the Marina's other tenants.

Mr. Lund stated that the parking is one of the key ingredients to their success and the experience of the client when coming to use the boat. He stated that all of the parking is on the north end of the parking lot and there is already somewhat of a manmade barrier at that end of parking lot by two outcroppings with plantings. He stated that it is a natural place to stop traffic if there are signs stating Freedom Boat Club parking beyond this point and it will make it very clear regarding the parking. He stated that they are taking ultimately ten (10) slips and are doing two parking passes per slip. He stated that from a business stand point the members experience is important. The member being able to park close to where they will be getting on and off the boat is critical part of that experience. He stated that they will be bring in \$80,000 to \$100,000 annually plus the cost of the parking passes and they were hoping that would give them the opportunity to have some parking spaces designated for their use. They are looking to be at the Lake Park Marina for a long time.

Mayor DuBois stated that understands the most valuable real estate is the parking spaces and all the neighbors tied up at the Marina understand the value of the parking spaces. He asked which are the designated spaces.

Town Manager Sugerman stated that the designated parking spaces are the two rows of spaces north of the two (2) green trees on the map.

Mayor DuBois stated that it would be half the parking lot for ten (10) slips.

Town Manager Sugerman stated “yes” half that section of the parking lot.

Mayor DuBois stated that they would get half the parking lot and the slips at a discount rate. He stated that he not saying not to welcome businesses but the Marina is a Town Enterprise Fund and Town Enterprise and not just a rental on US1 or Park Avenue this is a shared enterprise.

Mr. Lund stated that they are paying twice as much for each space at \$200 per space per year to designate those parking spaces for their use.

Mayor DuBois stated that will not cover losing one boat. He stated that it may be fine but he feels obligated to argue the position on behalf of the other boaters that use the Marina. He suggested that staff and Freedom Boat Club work on this and come up with something that does not preoccupy all of the spaces all at once. He stated that he can understand dedicating five (5) or ten (10) parking spaces. However he is not fond of carving out territory that way.

Vice-Mayor Glas-Castro stated that she understands what Mayor DuBois is saying about not designating parking spaces and that during the summer and weekends the parking spaces being discussed are always full.

Mayor DuBois stated that he thinks that the facility is “under parked” for their usage.

Vice-Mayor Glas –Castro thinks that there is plenty of parking for the Marina it is just not convenient to the slips.

Mayor DuBois suggested having a way to valet the parking. He thinks it can be worked out with direction to the Town Administration. He stated that he is happy the Freedom Boat Club is considering coming to the Town at all and he does not like putting up barriers to entry.

Commissioner Rapoza asked about the membership and their length.

Mr. Lund stated that a new member pays a one-time \$5,500 fee and then a year later pay dues of approximately \$250 per month with a sixty (60) day cancellation window at any point. He stated they have a 93% retention rate among members.

Commissioner Rapoza stated that she agrees with Commissioner O’Rourke and does not agree with making their incoming business and success a burden at this time and thinks it can work out. She stated that this is not a once a month boater but a membership and the



members would use the membership at least that level and above. She stated that there is also a three (3) year commitment to increase to twenty (20) to (25) slips. She stated that the parking situation has to be discussed and is sure a compromise regarding the parking can be reached. She is thrilled that they would be coming into this area and does not want to see Lake Park make a burden to them at this time.

Commissioner O'Rourke asked for clarification regarding the parking spaces location.

Town Manager Sugerman clarified it is eight-teen (18) regular parking spaces and one (1) handicap parking space north of the two (2) trees in the north-east parking area near slips F88 through F97 for a total of nineteen (19) spaces. He advised that in the second paragraph under Section 7 Parking states "Should the demand for parking also utilized by marina tenants in the designated parking lot shared by FBC become greater than the number of spaces available, FBC agrees to renegotiate the terms of parking for its customers to the satisfaction of FBC and the Town." He stated that this paragraph was staffs attempt to deal with Mayor DuBois' issue regarding the parking spaces because staff had the same concerns.

Commissioner O'Rourke stated that what Freedom Boat Club is bring will improve the Marina and any advertising would advertise the Lake Park Marina.

Mr. Lund stated that any advertising that they do will include the Lake Park Marina.

Mayor DuBois stated that all he is trying to do is find a way for the Lake Park Marina to monetize that advertising and at this point he does not see any other monetary benefit to the Marina and that is why is was asking for the \$20,000 facility use fee.

Mr. Lund stated that the Marina benefit is a couple of ways: one way is the fuel purchases that they will be making from the Marina.

Mayor DuBois stated that any slip owner would be using and paying for the Marian fuel.

Mr. Lund stated that these boats will be going out multiple times on a Saturday and the boats are out 80 to 85% of the time. He stated he has observed at the Marina that most of the time the boats at the Marina do not move. He stated that they will bring great exposure to the Marina at no cost to the Town.

Commissioner O'Rourke stated that he is satisfied with the clause in the contract regarding the parking and feels that it gives the Town grounds that if there are any issues that the Town can come back and renegotiate.

Mr. Lund stated that they will only make the ones they are going to use and will not take the entire amount on day one if they are not going to use them the number of spaces will be matched to the number of slips.

Mayor DuBois stated that his last request for inclusion in the contract is that the property be returned to the original condition when returned to the Town.

Town Manager Sugerman stated inclusion of that clause was staffs intention and will be included in the final agreement.

Commissioner O'Rourke asked what percentage of the Marina do these slips represent.

Town Manager Sugerman stated it is ten (10) slips of one-hundred and twenty-two (122).

Mayor DuBois stated that it is approximately 10% but stated that the calculate is not that simple because these are forty-five (45) foot slips and the calculation should be weight because not all slips are the same length.

Vice-Mayor Glas-Castro asked how current the map (Exhibit "D") is regarding the number of slips that are rented.

Town Manager Sugerman stated that the map is not current as the boat currently shown in slip F97 left in November. He stated it is a close depiction of the current rentals at the Marina.

Vice-Mayor Glas-Castro stated that if there was more occupancy at the Marina she would be more supportive of Mayor DuBois' suggestion regarding a facility usage charge but being that the Marina is so empty now she would like to encourage the business and that the Town could terminate after a year and renegotiate.

Town Manager Sugerman clarified that it is a three (3) agreement and renewable up to five (5) years and there is a sixty (60) day termination clause if they do not pay their bills. However, if they remain current and do not violate the standard dockage agreement they can stay.

Mr. Lund stated that also long as they are currents on the payments and abide by the dockage agreement they can be there at least five (5) years.

Attorney Baird clarified that the agreements is for one (1) year with two automatically renewing two (2) year terms unless either party provides sixty (60) days advanced notice of its intent not to renew the agreement.

Vice-Mayor Glas-Castro asked if the Town could terminate the contract after one (1) year.

Attorney Baird stated "yes" with sixty (60) days advance notice.

Commissioner O'Rourke stated that what the agreement states and Mr. Lund's understanding are not the same and suggested that Mr. Lund work with Town Manager Sugerman.

Town Manager Sugerman stated that Mr. Lund needs to speak with his bank because that is the way the agreement was written. He stated that staff was trying to give the bank enough comfort that if they behave properly they could stay for five (5) years.

Commissioner O'Rourke stated that the other point is to protect the Town because the Town has had other people in the Marina who have been in violation and the Town cannot get them out and that creates problems for the Marina.

Mr. Lund stated that as long as they are paying and performing in accordance with the agreement they would be permitted to stay.

Town Attorney stated that what Mr. Lund is representing is not the agreement and if the Commission concurs with Mr. Lund this paragraph would have to change.

Vice-Mayor Glas-Castro stated this would be a one (1) year trial period.

Commissioner O'Rourke withdrew the original motion.

**Motion: A motion was made by Commissioner O'Rourke to authorize the Mayor to sign the dockage agreement pursuant to Resolution 46-12-13 in substantially the form that was presented with the additional of a clause requiring that the property be returned to the Town in the original condition upon termination of the agreement; Vice-Mayor Glas-Castro 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	X		
Mayor DuBois	X		

Motion passed 5-0.

**6. Resolution No. 47-12-13 Authorizing the Mayor to Execute an Agreement with BJSF, Inc. (dba Tommy Hutton Baseball Academy) for the use of the 7th Street Baseball Fields**

Town Manager Sugerman explained the item (see attached Exhibit "E"). He explained modifications to the agreement. Paragraph 3.3 third line the word "altering" is to be changed to "alerting". Paragraph 3.4 the last sentence regarding profit sharing for sub-lease does not have a percentage because it is unknown how much profit will be made through sub-leasing. Paragraph 3.6 stated that "Tommy Hutton Baseball Academy (THBA) shall attempt to build and operate leagues and instructional clinics for local youth by partnering with non-profit organizations and sponsors such as Reviving Baseball in Inner Cities (RBI), Boys and Girls Club, etc." and noted that conference call with RBI has been scheduled and it is believed that a successful partnership will result. Paragraph 7 stated that "THBA will pay the monthly utility bill for expenses incurred during events. Payment of the utility bill shall be in accordance with the determination of the Town's Finance Director." and explained that staff is still working out the specifics regarding the split in the bill and when, how and who will read the meter(s). These modifications are not of great substance and to that end and to allow THBA to get their operation under way during the month of December staff is recommended that the

Commission authorize the Mayor to sign the Agreement in substantially the form contained herein. Any further technicalities to get to a final agreement will be worked out between the parties and we will have the Mayor hold off on signing the agreement on behalf of the Town until satisfied that the agreement is in its final form.

Brian Justine, Owner of the Tommy Hutton Baseball Academy, stated they started at Roger Dean Stadium thirteen (13) years ago and have served over 13,000 participants during that time. Since they began they have seen a need to reach out to less fortunate athletes. He stated because of the location of the stadium and where these athletes live they have not found much success transporting the athletes. He stated that is why they have been recently working with RBI, a major league baseball funded program, which allows under privileged boys and girls to participate expense free and it provides the resources to improve the facilities, provide equipment and uniforms, and off the field resources such as the dangers of drugs and alcohol. He stated that in their time at Roger Dean Stadium they have served a lot of affluent boys and girls and have not had the opportunity to fully execute their mission and are now looking to switch their focus to under privileged boys and girls.

Commissioner Flaherty asked if there are any plans for what will be done to improve the ball fields.

Mr. Justine explained that the field furthest to the south needs to be re-surfaced because the clay is overgrown with grass. The adjacent field is completely overgrown with grass and the ground crew from Roger Dean will be building a diamond suitable for multiple age groups. These are the first priorities along with assuming the maintenance on the grass, playground, fencing, basketball courts and anything there that needs day to day maintenance.

Commissioner Flaherty asked about where the bleachers would be placed.

Mr. Justine stated that they are working major league baseball and other not-for-profits that are interested in getting involved and that will be on a need basis. He stated that right now they have some programming that they will be bringing to the facility and as of right now the bleachers that are there will suffice but as time goes on and there is more of a need those are the types of improvements that will come out of the budget that will be created.

Commissioner Flaherty asked about parking.

Mr. Justine stated that was a concern of his and stated that they will be working with the Palm Beach County Sheriff's department for big events for temporary signage and parking for that event.

Mayor DuBois stated that the Town has on street parking unless there is a sign for no parking close to a turn or intersection.

Mayor DuBois asked Mr. Justine his background.

Mr. Justine stated that he grew up in Palm Beach County and played baseball, played four (4) years of baseball in college and two (2) years in the minor leagues. He received his bachelor's degree in Sports Management and master's degree in Education Administration. He stated that he has a interest in using sports as a vehicle to educate young people.

Vice-Mayor Glas-Castro stated that it will be nice to see the fields used again. She stated that the field closest to the box office was intentionally removed when soccer was played at the facility. She stated that when the field was used previously everyone just pulled up in the swale up to the perimeter fencing and there was never a problem. She stated that in the agreement it is referred to as the 7<sup>th</sup> Street fields and park and asked if it should be the Bert Bostrom Park.

Town Manager Sugerman stated that it could be changed.

Vice-Mayor Glas-Castro requested that the reference to 7<sup>th</sup> Street Ball field and Park be changed to Bert Bostrom Park.

Commissioner O'Rourke stated that he is happy to see Tommy Hutton Baseball Academy come to the Town.

Commissioner Rapoza asked if the website and mailing list developed for the activities at the park will be linked to the Town's website and made available for the Town's use.

Town Manager Sugerman stated "yes".

Mayor DuBois asked if the number of lawn cuts should be specific in the agreement.

Town Manager Sugerman stated that it can be and that typically the number of cuts in South Florida is thirty-six (36) per year. The contract does not ask for thirty-six (36) cuts per year but to maintain the fields. He stated that one of things he does not like to do is tell a contractor or event planner the best way to make their facility shine as best as it can. He explained that during discussion Mr. Justine advised that they think they will mow the grass once a week during the summer but probably not as much in the winter time.

Mayor DuBois asked if there is a place to store the lawn equipment at Public Works or the ball fields.

Mr. Justine stated that they will be building a shed for storage for the everyday maintenance equipment. However, if a space was made available they would take advantage of it.

Town Manager Sugerman stated that providing storage space could be looked into.

**Motion: A motion was made by Commissioner O'Rourke to approve Resolution 47-12-13 authorizing the Mayor to sign an Agreement for the use of the Bert Bostrom Park with BJSF, Inc., (dba Tommy Hutton Baseball Academy) in substantially the same form as presented; 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	X		
Mayor DuBois	X		

Motion passed 5-0.

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

**Attorney Baird** had no comments.

**Town Manager Sugerman** stated that he is coming up on eight-teen (18) months as the Town Manager and is hopefully that the Commission is recognizing the successes that staff is bring forward. That the reason that these successes are moving forward is a receptive Commission and a staff that is unbelievable in the efforts that they put together to make these things happen and all he does is sign off on the paperwork for the staff to bring these things to the Commission. He is very proud of the way the staff works in coordination of a supportive Commission. He thanked the Commission and staff.

**Commissioner Rapoza** thanked everyone for their get well wishes.

**Commissioner Flaherty** stated that the Library Board meeting will be on Thursday, December 5, 2013 at 6:30 pm. He stated that the Tree Lighting Ceremony will be Friday, December 6, 2013 and that there will be poinsettias at the Community Garden booth and there will be other booths. He stated that the Community Watch meeting is Wednesday, December 11, 2013 at the Fire Station.

**Commissioner O'Rourke** stated that he is a big fan of the Sunset Celebration and thanked the staff and Janet Perry for all they do during the event. He stated that he attended the Florida League of Cities Economic Development Legislative Policy Committee meeting and asked that the other members of the Commission to get involved. He stated that it is an interesting and educational process and it allows the person to get involved in government in an area that one has special interest in.

Vice-Mayor Glas-Castro stated that there are five (5) or six (6) committees and advised she is on Urban Administration. She stated she attended the legislative priority setting meeting and that the Committees priorities were ratified by the Florida League of Cities Board of Directors and these priorities will be shared with the Legislators during the upcoming session. She stated the priorities for Urban Administration was Sober Homes and short-term vacation rentals. The Florida League of Cities Legislative Priorities have been issued.

**Vice-Mayor Glas-Castro** stated that the Palm Beach Gardens High School football team continues to win in the playoffs and will be playing the State semi-finals on Friday, December 6, 2013 against South Dade High School for Class 8A.

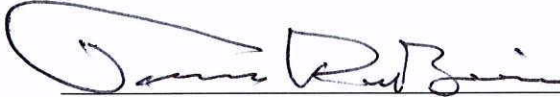
**Mayor DuBois** stated that the Friends of the Library Grassroots meeting will be on Thursday, December 5, 2013. He stated that the Tree Lighting Ceremony will be on Friday, December 6, 2013 from 6:00 pm to 8:00 pm. He thanked Vice-Mayor Glas-Castro for being the “MC” for the Tree Lighting Ceremony. He stated that the 18<sup>th</sup> Annual Boat Parade is on Saturday, December 7, 2013 from 6:00 pm to 8:00 pm., it starts at the North Palm Beach Marina.

Commissioner Rapoza reminded everyone about Toys for Tots and that there are drop off points at Town Hall, Marina, and other locations in Lake Park. She stated that December 14, 2013 is the cut of date.

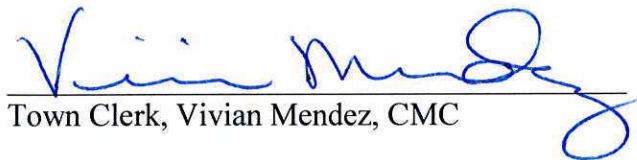
Mayor DuBois stated that the Boat Parade is also a Toys for Tots drop off location.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 8:33 p.m.

  
\_\_\_\_\_  
Mayor James DuBois

  
\_\_\_\_\_  
Deputy Town Clerk, Shari Canada, CMC

  
\_\_\_\_\_  
Town Clerk, Vivian Mendez, CMC



FLORIDA

Approved on this 18 of December, 2013





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No. Tab 3

**Agenda Title:** STAFF INITIATED REQUEST TO PROVIDE MORE FLEXIBILITY TO THE SPECIAL EVENT SIGNAGE REGULATIONS IN SECTION 70-103(3)(E) OF THE TOWN OF LAKE PARK CODE OF ORDINANCES.

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

Approved by Town Manager  Date: 11/20/13

Nadia Di Tommaso / Community Development Director  
Name/Title 

<p><b>Originating Department:</b>  Community Development</p>	<p>Costs: \$ 0 Funding Source: Acct: <input type="checkbox"/> Finance</p>	<p><b>Attachments:</b>  → Ordinance __-2013</p>
<p><b>Advertised:</b> <i>N/A on 1<sup>st</sup> reading</i> Date: Paper: <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone or Not applicable in this case <u>ND</u> <b>Please initial one.</b></p>

**Summary Explanation/Background:**

The Community Development Department is seeing an increase in the number of commercial special events taking place in the Town. These special events range from private property sales to street festivals. In an effort to further promote these events and the positive effect they generally have on the Town as a whole, staff is proposing to modify the special event signage requirements in the Town's Code of Ordinances in an attempt to make these regulations more flexible. Staff is proposing to increase the number of signs allowed around the event site to one (1) sign per two-hundred (200) feet of street frontage **instead** of the existing one (1) sign per five-hundred (500) feet of street frontage. For example, for a property with 500 feet of street frontage, this would allow them to install two (2) special event signs, instead of one (1) as currently regulated. Additionally, staff is

proposing to allow for the special event signage to be installed up to fourteen (14) consecutive days prior to the start of the event, rather than the existing seven (7) days.

Staff is proposing the following modifications, as underlined below:

**Section 70-103(3)(e)**

(e)

*Temporary signs for commercial special events.* Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than fourteen ~~seven~~ consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (2) (9) (13), (15), (16) and (19). Application for temporary event sign ~~must~~ shall be accompanied by a special event application, as applicable.

- (1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.
- (2) Maximum number: One per 200 ~~500~~ feet or fraction thereof of each street frontage.
- (3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the Recreation Director.
- (4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).
- (5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.
- (6) Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than fourteen ~~seven~~ consecutive days preceding the start of the event with the exception of

grand opening or business change signage as provided for in subsection 70-103.3(e)(10).

- (7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together an assessment of the town's administrative costs.
- (8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.
- (9) All temporary signage must be professionally produced.
- (10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine together with an assessment of the town's administrative costs.

**Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 16-2013 on first reading.**



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form


Meeting Date: December 4, 2013

Agenda Item No.

Tab 4

**Agenda Title:** STAFF INITIATED REQUEST TO UPDATE THE CAPITAL IMPROVEMENT SCHEDULE IN THE TOWN'S COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT.

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

Approved by Town Manager  Date: 11/20/13

Nadia Di Tommaso / Community Development Director  
Name/Title 

<b>Originating Department:</b>  Community Development	Costs: \$ 0 Funding Source: Acct: <input type="checkbox"/> Finance	<b>Attachments:</b>  → Ordinance __-2013
<b>Advertised:</b> <i>N/A on 1<sup>st</sup> reading</i> Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case <u>ND</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Beginning in 2005, local governments were required to update their five-year Capital Improvements Schedule (CIS) as an annual amendment to the Comprehensive Plan to demonstrate a financially feasible schedule. Per House Bill (HB) 7207, the "Community Planning Act", adopted on June 2, 2011, the five-year schedule of capital improvements is no longer required to demonstrate that the CIS is financially feasible; however, local governments must still review and update the CIS by an Ordinance which is *not* subject to the review of the Department of Economic Opportunity (formerly the Department of Community Affairs). **Such modifications to update the five-year CIS may not be deemed to be amendments to the local Comprehensive Plan.** Due to the fact that such an

update is still accomplished by the adoption of an Ordinance by the Town Commission, a public hearing is required and will be advertised accordingly on second reading.

Staff is proposing the following update to the CIS:

**2013/14 UPDATE TO THE TOWN OF LAKE PARK  
COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND  
FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE**

1. Amend Policy 1.11 as follows:

Policy 1.11 The following Capital Improvements Schedule, as it is annually updated in accordance with State growth management requirements, includes all projects scheduled to meet or improve the adopted Level of Service Standards during the five-year planning period, and other projects that further implementation of this Comprehensive Plan and its goals, objectives and policies.

**TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE<sup>1</sup>  
2014~~3~~– 2016~~8~~**

Project Category	Project Name	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
4	Shuttering and hardening of all Town buildings	\$225,000	0	0	0 \$125,000	0 \$100,000	0	0	Grant
4	Tennis courts and ballfields resurfacing and lighting	\$100,000	0	0	0 \$50,000	0 \$100,000	0	0	Grant
2, 4	Lake Shore Drive Drainage Improvements	0	\$1,000,000	\$1,000,000	\$1,000,000 \$800,000	\$1,000,000 \$800,000	\$800,000	\$800,000	Stormwater Utility Assessment, Grant
4	Lake Shore Drive Promenade	0	0	\$1,000,000	\$1,000,000 150,000	0			Grant
4	New marina parking lot	\$338,000	0	0	0 \$500,000	0 \$500,000	\$500,000	\$500,000	Grant
2, 4	10 <sup>th</sup> Street south of Park Avenue – drainage, lighting, paving, trees	0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	Grant, Stormwater Utility Assessment,
2, 4	Ball field Expansion/Renovation	0	\$750,000	\$750,000	\$750,000	\$750,000			Grant
4	Community center/shelter	0	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			Grant

<sup>1</sup> Note: The Town's ability to implement the projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in the "Funding Source" column.

4	Art in Public Places	\$75,000	\$75,000	\$75,000	\$75,000	0			Grant
4	Artist live/work space	0	\$2,000,000	\$2,000,000	\$2,000,000	0			Grant
4	Marina breakwater, bulkhead, transient slips, move fuel docks, moorings	0	\$400,000	\$400,000 \$480,000	\$200,000 \$500,000	0	0	0	Grant
2,4	Park Avenue Improvements from US-1 to 7 <sup>th</sup> Street to 10 <sup>th</sup> Street	0	\$875,000	\$875,000	\$875,000 \$300,000	\$875,000 \$300,000	\$300,000	\$300,000	Grant, CRA Funding
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Replacement Refinishing, Window/Door repairs)	0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	Grant
2	Vehicle Replacement Plan	0	\$144,000	\$252,000	\$753,000 \$144,000	\$93,000 \$252,000	\$753,000	\$93,000	General Fund, Stormwater Utility, Assessment Sanitation Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property				\$300,000	\$300,000	\$300,000	\$300,000	Special Assessment
	Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,228 3,444,000	\$4,293 2,927,000	\$3,228,000	\$2,568,000	

Project Category Codes

- 1 – Project necessary to achieve Level of Service
- 2 – Project will enhance ability to continue to meet Level of Service
- 3 – Project will enhance ability to meet Level of Service for Optional Element
- 4 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

**TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL  
IMPROVEMENTS 201+3-20168**

<b>Funding Source</b>	<b>11/12</b>	<b>12/13</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>
General Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Stormwater Utility Assessment	\$0	\$405,000	\$441,000	\$608,000 \$373,000	\$388,000 \$409,000	\$576,000	\$356,000
Grants	\$738,000	\$6,318,000	\$7,318,000 \$480,000	\$7,118,000 \$2,600,000	\$3,843,000 \$1,975,000	\$1,775,000	\$1,775,000
Sanitation Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Special Assessment			0	\$300,000	\$300,000	\$300,000	\$300,000
CRA Funding			0	\$75,000	\$75,000	\$75,000	\$75,000
<b>Total</b>	<b>\$738,000</b>	<b>\$6,819,000</b>	<b>\$7,927,480,000</b>	<b>\$8,2283,444,000</b>	<b>\$4,2932,927,000</b>	<b>\$3,228,000</b>	<b>\$2,568,000</b>

**Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 17-2013 on first reading.**

Exhibit "C"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No. Tab 5

Agenda Title: Authorizing the Mayor to Execute a Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina.

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business/Resolution, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 11/8/13

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

Table with 3 columns: Originating Department (Town Manager), Costs/Funding Source, Attachments (Dockage Agreement, Enabling Resolution), Advertised, Notification status, and Please initial one.

Summary Explanation/Background:

Dan Lund and Dave Gammon, both residents of the Village of Tequesta, owners of Freedom Adventures, LLC have become the new, exclusive franchise holders of the Freedom Boat Club (FBC) for Palm Beach County. They have approached the Town, asking that we consider establishing an agreement with them to lease 10 slips at the Lake Park Harbor Marina for their new operation.



three years. By the end of their third year, they will have boats ranging in size from 18' to 26'.

The Marina's standard Dockage Agreement is written to accommodate one vessel per slip, so the standard Dockage Agreement would not work in this case. Therefore, we have written a separate agreement (attached) which incorporates the standard dockage agreement, but also has certain provisions which will help this new business to get started, including the dedication of 19 parking spaces running alongside the slips where they will operate (they will pay for annual parking passes for the use of those spaces and they will pay for signage installation and maintenance). The agreement also gives the FBC approval to modify the 10 slips by adding floating dock systems (at their expense) to accommodate their fleet. They will also be able to place storage lockers at the seawall facing the leased slips and will be responsible for installing and emptying trash cans along the seawall adjacent to their leased slips. All of this will be handled as an expense of the FBC.

It is anticipated that the annual rental payments will approach \$100,000.00 during the first year. This rental income will increase, as the need for additional slips increase, assuming that the operation is successful in future years.

As of the writing of this Agenda Request Form, there are still a few final details to work out between the Town and Freedom Adventures, LLC; however, they are not of great substance. To that end, and in order to allow them to get their operation underway during the month of December, we are recommending that the Commission authorize the Mayor to sign the Dockage Agreement to Lease Slips to Freedom Adventures, LLC in substantially the form contained herein. Any further technicalities to get to a final agreement will be worked out between the parties and we will have the Mayor hold off on signing the agreement on behalf of the Town until we are satisfied that the agreement is in its final form.

**Recommended Motion:** I move to authorize the Mayor to sign a dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina.

# Exhibit A

Exhibit "D"

VisualMarina - Lake Park Harbor Marina



Current View of Marina

Start Date

End Date

[View Marina](#)

Print

Configure Marina

VM Parameters

Change Log Docs

Find

Close



**Marina Legend**

- Available
- Occupied
- Partially Occupied
- Temporary
- Unusable

Exhibit "E"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 4, 2013

Agenda Item No. Table

Agenda Title: Authorizing the Mayor to Execute an Agreement with BJSF, Inc., (dba Tommy Hutton Baseball Academy) for the use of the 7th Street Baseball Fields.

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business/Resolution, Other.

Approved by Town Manager [Signature] Date: 11/21/13

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

Table with 3 columns: Originating Department (Town Manager), Costs (None), Attachments (Agreement, Enabling Resolution), Advertised (Not Required), Notification (DSS), and Please initial one.

Summary Explanation/Background:

Brian Justine, Owner of the Tommy Hutton Baseball Academy located at Roger Dean Stadium has approached the Town, expressing an interest in partnering with our community for the use of the 7th Street baseball field.

The partnership involves the Town making the assets of the community's fields available to Mr. Justine, and in return, he will make significant capital improvements at the outset of the partnership, will assume all maintenance responsibility for the fields, will be responsible for all advertising and promotional materials, and will also profit-share with the Town when he sub-leases the fields to groups and individuals who want to run specific programs such as instructional leagues and training camps.

Attached is an Agreement that will allow this partnership to run for three years, with two one year renewals. The Agreement can be terminated by either party with 60 days notice, however, Mr. Justine has asked for a way to recoup his initial capital investment if the Town terminates the Agreement within the first year.

As of the writing of this Agenda Request Form, there are still a few final details to work out between the Town and Tommy Hutton Baseball; however, they are not of great substance. To that end, and in order to allow them to get their operation underway during the month of December, we are recommending that the Commission authorize the Mayor to sign the Agreement in substantially the form contained herein. Any further technicalities to get to a final agreement will be worked out between the parties and we will have the Mayor hold off on signing the agreement on behalf of the Town until we are satisfied that the agreement is in its final form.

**Recommended Motion:** I move to authorize the Mayor to sign an Agreement for the use of the 7<sup>th</sup> Street Baseball Fields with BJSF, Inc., (dba Tommy Hutton Baseball Academy).



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, December 4, 2013, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

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 November 20, 2013 Tab 1
2. Resolution No. 45-12-13 Approving the Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the Mayoral Election Scheduled for March 11, 2014 Tab 2

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

3. Ordinance No. 16-2013 Staff Initiated Request to Provide More Flexibility to the Special Event Signage Requirements in Section 70-103 (3)(E) of the Town of Lake Park Code Tab 3
4. Ordinance No. 17-2013 Staff Initiated Request to Update the Capital Improvement Schedule in the Town's Comprehensive Plan Capital Improvement Element. Tab 4

**G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:**  
None

**H. NEW BUSINESS:**

5. Resolution No. 46-12-13 Authorizing the Mayor to Execute a Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina Tab 5
6. Resolution No. 47-12-13 Authorizing the Mayor to Execute an Agreement with BJSF, Inc. (dba Tommy Hutton Baseball Academy) for the use of the 7<sup>th</sup> Street Baseball Fields. Tab 6

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

**J. ADJOURNMENT**

Next Scheduled Regular Commission Meeting will be held on Wednesday, December 18, 2013