



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 2, 2018, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, May 2, 2018 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Anne Lynch, and Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

John Linden expressed concerns regarding lowering the speed limit to 25 mph throughout the Town of Lake Park. Town Manager D'Agostino explained that a study and survey would need to be conducted, and that it may cost \$7,000.00 per street. He explained that the Town did not have a Traffic Engineer on staff and that services would need to be contracted. He explained that reducing the speed limit can be completed, however it would be costly and time consuming. Mayor O'Rourke explained that the State of Florida required an extensive process to change the speed limit; he explained that the State of Florida governed the speed limits throughout the Town of Lake Park.

CONSENT AGENDA:

- 1. Commission Workshop Meeting Minutes of April 18, 2018.**
- 2. Regular Commission Meeting Minutes of April 18, 2018.**
- 3. Resolution No. 20-05-18 Canceling the July 4, 2018 Regular Commission Meeting.**
- 4. Resolution No. 21-05-18 Authorizing the Mayor to Execute a Cost Sharing Contract with Cemex Construction Materials, LLC for the Provision of Roadway Repairs to Railroad Avenue.**
- 5. Authorize the Mayor to Sign the Welcome Letter for the RMA Marketing Event Scheduled for May 9, 2018. (Pulled: see discussion below vote).**

Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda items one through four; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Lynch	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		

Mayor O'Rourke	X		
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Motion passed 5-0.

5. Authorize the Mayor to Sign the Welcome Letter for the RMA Marketing Event Scheduled for May 9, 2018.

Vice-Mayor Glas-Castro suggested a revision to the introductory sentence of the Welcome Letter to read as follows, "As Mayor of the Town of Lake Park, I wish to extend our appreciation for your interest in the redevelopment of the Federal Highway Mixed Use Corridor in Lake Park."

Motion: Commissioner Flaherty moved to approve the consent agenda item five; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

BOARD MEMBERSHIP NOMINATIONS:

6. Nomination for the Reappointment of John Linden to the Planning & Zoning Board as an Alternate Member.

John Linden addressed and thanked the Commission for their nomination. Mayor O'Rourke thanked Mr. Linden for his service to the Town of Lake Park.

Motion: Vice-Mayor Glas-Castro moved to reappoint John Linden to the Planning & Zoning Board as an Alternate Member; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:

None

PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

None

QUASI-JUDICIAL PUBLIC HEARING:

7. Resolution No. 22-05-18 Approving a Site Plan and Special Exception Use Authorizing the Development of a 44,500 square foot Office Warehouse Building within the Congress Business Park Planned Unit Development.

Town Attorney Baird asked members of the Town Commission to disclose all Ex-Parte Communication prior to the Quasi-Judicial Hearing.

Disclosure of Ex-Parte Communication:

Commissioner Flaherty had no ex-parte communication to disclose.

Commissioner Lynch had no ex-parte communication to disclose.

Commissioner Michaud had no ex-parte communication to disclose.

Mayor O'Rourke had no ex-parte communication to disclose.

Vice-Mayor Glas-Castro disclosed a voting conflict, she recused herself from discussion/voting and sat in the audience during the hearing (see Exhibit "A").

Attorney Baird swore in all witnesses.

Community Development Director Nadia DiTommaso explained the item (see Exhibit "B") Representatives of Gentile, Glas, Holloway, O'Mahoney & Associates, Inc., presented to the Commission (see Exhibit "C"). Commissioner Michaud explained that his questions were answered during the presentation of the applicant. He asked for clarification of the total number of units. The applicant explained the total number of units would be determined by the number of tenants. Commissioner Lynch questioned the consideration of traffic flow along Watertower Road and Congress Avenue. The applicant explained that traffic flows were considered, and that the site plan adhered to the Planned Unit Development. Commissioner Flaherty suggested a revision to the roof specifications. The Architect/Engineer for the project elaborated on the design and detail of the building (see Exhibit "C"). Discussion ensued with reference to the design and color of the building. Mayor O'Rourke suggested the incorporation of shade trees in the landscape plans. The applicant explained that landscape modifications can be made in terms of the façade of the building. Town Manager D'Agostino explained that the Quasi-Judicial Hearing could be continued to allow the applicant time to make modifications. Town Attorney Baird explained that the item would need to be continued to permit the inclusion of the revised project plans as suggested by the Commission (Landscape Modifications).

Motion: Commissioner Flaherty moved to continue Resolution No. 22-05-18 to the Regular Commission Meeting of May 16, 2018 to allow for the incorporation of recommended landscape modifications; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

NEW BUSINESS:

8. Introduction of the Town of Lake Park Emergency Management Plan.

Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner explained that the purpose of the item was to introduce the Town of Lake Park Emergency Management Plan for review and future approval at the June 6, 2018 Regular Commission Meeting. Vice-Mayor Glas-Castro commended staff for their efforts. Assistant Town Manager/Human Resources Director McKibbon-Turner explained that the Town of Lake Park had used the Emergency Management Plan of the Town of Palm Beach as a model. Mayor O'Rourke thanked Assistant Town Manager/Human Resources Director McKibbon-Turner.

9. Resolution No. 23-05-18 Authorizing the Mayor to Sign the Application for Small Matching Grant from the Division of Historical Resources through the Florida Department of State for the Town Hall Structural Condition Assessment and Report for Town Clerk Ceiling and Exterior Doors.

Town Manager D'Agostino explained that the ceiling of the Town Clerk's Office needed to be repair, and that several exterior doors needed to be restored or replaced. Mayor O'Rourke asked the amount of the grant. Town Manager D'Agostino explained that the Town would apply for \$50,000.00 in grant funds. Town Manager D'Agostino explained that no match was required at the moment.

Motion: Commissioner Flaherty moved to approve Resolution No. 23-05-18; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

10. Resolution No. 24-05-18 Interlocal Agreement for Lake Park Fiber Optic Installation and Services for Lambda Rail with Palm Beach County Information System Services (ISS).

Town Manager D’Agostino explained the item (see Exhibit “D”). Vice-Mayor Glas-Castro asked for clarification of the funding source. Town Manager D’Agostino explained that the funding source was the One Cent Sales Tax Fund. Commissioner Flaherty questioned if private businesses could use the Fiber-Optic Connectivity. Town Manager D’Agostino explained that state/local governments, and educational institutions would benefit from the public use of Fiber-Optic Connectivity.

Motion: Commissioner Flaherty moved to Resolution No. 24-05-18; Commissioner Lynch seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Lynch	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

11. Resolution No. 25-05-18 Authorizing the Mayor to Proceed with Executing Agreements with Florida Power & Light Company to Upgrade the Town’s Street Lighting System to Light-Emitting Diode (LED).

Town Manager D’agostino explained the item as a Town-wide lighting upgrade plan (see Exhibit “E”).

Motion: Commissioner Michaud moved to approve Resolution No. 25-05-18; Commissioner Lynch seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Lynch	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

12. One Park Place Incentive Package Discussion and Commission consideration of \$300,000 Redevelopment Grant to complete the Certificate of Occupancy on the Building.

Town Manager D’Agostino explained the item (see Exhibit “F”). Mr. Lenny Klinger addressed the Commission and welcomed discussion. Mayor O’Rourke asked for clarification of the \$300,000.00 incentive. Mr. Kiligler explained that the incentive represented additional equity. He explained that the cost of the building located at 801 Park Avenue was \$5.5 million, and that an additional \$700,000.00 would be required in terms of soft costs and improvements to the commercial area. Bill Reichel, Reichel

Realty & Investments Inc., addressed the Commission and explained that a Certificate of Occupancy was required in order to complete the transaction. Commissioner Flaherty asked Mr. Kligler about his interest in the Town of Lake Park. Mr. Kligler explained his interests in the Town of Lake Park. Mayor O'Rourke asked if the agreement could be amended to include a date certain to obtain the certificate of occupancy. Mr. Kligler explained that the agreement could be amended. Vice-Mayor Glas-Castro expressed concerns with the agreement and the process that had taken place with reference to the Towns involvement. She explained that she was upset that the item was not brought to the Town Commission. Town Manager D'Agostino explained that his April 6, 2018 Monthly Report provided information on the proceedings with reference to the discussion. He explained that the process began three to four weeks prior to the current meeting. Mayor O'Rourke explained that Town Manager D'Agostino had an open door policy and that he visited Mr. D'Agostino to be informed about the proceedings. Discussion ensued regarding the agreement, Finance Director Lourdes Cariseo provided clarification of the \$300,000.00 loan and interest should the Town decide to take out a loan. Per the consensus of the Commission the agreement was not approved.

13. Review of the Town Manager's Annual Performance Evaluation for the Period of May 1, 2017 to May 1, 2018.

Town Manager D'Agostino recapped the efforts and various accomplishments of the Town of Lake Park and Town Administration during the aforementioned period. He enjoyed his position and looked forward to the furtherance of the Town of Lake Park. Vice-Mayor Glas-Castro suggested that the Commission engage in dialogue prior to being presented items such as agenda item number twelve. Mayor O'Rourke explained that he was proud to serve and work with Town Manager D'Agostino and that he believed that he deserved an increase in compensation. Commissioner Flaherty announced that he was unable to submit a Performance Evaluation; however, he explained that he appreciated and recognized the dedication of Town Manager D'Agostino and that he was the best Town Manager in the last ten years. Commissioner Lynch commended Town Manager D'Agostino for his efforts and dedication to the Town of Lake Park. Commissioner Michaud appreciated Town Manager D'Agostino, he added that Town Manager D'Agostino is a man of great character and integrity. Commissioner Michaud explained that Town Manager D'Agostino assisted him in his transition into the Town Commission. He explained that he had attended the Employee Appreciation Luncheon and it was clear that the employees of the Town of Lake Park were greatly appreciative of Town Manager D'Agostino. Vice-Mayor Glas-Castro explained that Town Manager D'Agostino was a great spokesman and marketer for the Town of Lake Park and that she is always made aware of his enthusiasm and continuous efforts. Town Manager D'Agostino thanked the Commission for their comments. He apologized to Vice-Mayor Glas-Castro for the proceedings of agenda item number twelve.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced the Florida League of Cities 92nd Annual Conference was scheduled for August 2018. He asked the Town Commission to R.S.V.P. to Janet Perry, Assistant to the Town Manager. He announced that Memorial Day Celebration was scheduled for Monday, May 28, 2018, 11:00 a.m., Kelsey Park 601 Federal Highway, Lake Park, FL 33403. He announced that Sunset Celebration was scheduled for Friday, May 25, 2018, 6:00 p.m. to 9:00 p.m., Lake Park Harbor Marina.

Commissioner Lynch had no comments.

Commissioner Michaud had no comments.

Commissioner Flaherty thanked members of the audience for their attendance.

Vice-Mayor Glas-Castro had no comments.

Mayor O'Rourke announced that Vice-Mayor Glas-Castro would be installed as the Vice-President for the Florida League of Cities. He announced that the Town of Lake Park had grant opportunities and that two applications would come before the Commission.

Future Agenda Items

Rust Market

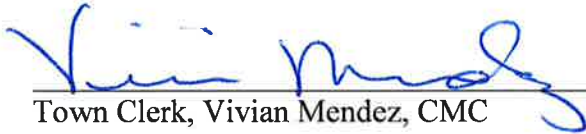
Redevelopment Incentives

ADJOURNMENT

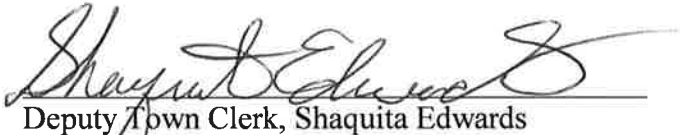
There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Lynch, and by unanimous vote, the meeting adjourned at 10:16 p.m.



Mayor Michael O'Rourke



Town Clerk, Vivian Mendez, CMC



Deputy Town Clerk, Shaquita Edwards



Approved on this 16 of May, 2018

Exhibit "A"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Glas-Castro, Kimberly Kay</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Lake Park Town Commission</i>	
MAILING ADDRESS <i>230 E. Ilex Drive</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Lake Park</i>	COUNTY <i>Palm Beach</i>	<input checked="" type="checkbox"/> CITY	<input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>5-2-18</i>		NAME OF POLITICAL SUBDIVISION: <i>Town of Lake Park</i>	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Kimberly Glas-Castro, hereby disclose that on May 2nd, 20 18:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, Dodi Glas, sister-in-law;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Resolution No. 22-0518
Site Plan and Special Exception Use for warehouse building

- My sister-in-law is a partner in the firm serving as Applicant on the request.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5-2-18

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Exhibit "B"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 2, 2018

Agenda Item No. Tab 7

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION USE AUTHORIZING THE DEVELOPMENT OF A 44,500 SQUARE FOOT OFFICE WAREHOUSE BUILDING WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE APPROVAL OF A WAIVER TO TOWN CODE SECTION 24-76; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN AND SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by Town Manager [Signature] Date: 4-26-18
Nadia Di Tommaso / Community Development Director

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad & Certified Mail/Legal Review, Funding Source: Applicant, Acct. # 5089, Finance), Attachments (Staff Report, Resolution 22-05-18, Applicant Application, Legal Ad and Certified Letter, Project Plans in the Dropbox), Advertised (Date: 03-23-2018, Paper: Palm Beach Post), and notification status.

Summary Explanation/Background:

Please refer to the enclosed Staff Report.

Recommended Motion: I MOVE TO APPROVE RESOLUTION 22-05-18 with the conditions of approval proposed by Staff.



**TOWN LAKE OF PARK
TOWN COMMISSION**

MEETING DATE:	May 2, 2018 - 6:30 P.M.
CASE:	RESOLUTION

STAFF REPORT

SUMMARY OF APPLICANT'S REQUEST:

Gentile Glas Holloway O'Mahoney & Associates, Inc. as agent and applicant is submitting a Site Plan Application for review and approval of the final parcels located within the Congress Business Park Planned Unit Development (PUD) located on the southeast corner of Congress Avenue and Watertower Road in the Town of Lake Park, Florida. The overall acreage of the two (2) parcels is 7.485 acres of land (PCN: 36434219260080000 and 36434219260010010). Along with the Site Plan Application, a Special Exception Application is also being requested to allow an office/warehouse use consisting of warehouse with accessory office space (flex space) units on the subject site. The Site Plan for the proposed office/warehouse use consists of 4.487 acres with a proposed 44,500 square foot Office/Warehouse building on Parcel H1 of the Congress Business Park PUD and a Future Phase II on Parcel A1 that will consist of 22,500 square feet of retail/restaurant development on the remaining 2.998 acres, which will require a separate site plan approval. A waiver request to Town Code Section 24-76 for a 0.5 foot reduction (12 feet to 11.5 feet) to the dumpster enclosure configuration (opening dimension) is also being requested as part of the Office/Warehouse proposal.

The Site has a "Commercial/Light Industrial" future land use designation and is within the Congress Business Park PUD Zoning District. The Site has an underlying Commercial-2 Business District (C-2) zoning designation. Office/Warehouse uses are permitted as special exception uses.

PLANNING & ZONING BOARD MEETING: April 2, 2018 – APPROVED (5-0) with two additional conditions of approval: (1) Additional sidewalk connections along the western property boundary shall be incorporated when a site plan for development is considered for the remaining vacant parcel on the southeast corner of Watertower Road and Congress Avenue; and (2) The site is prohibited from incorporating changeable copy signs, only signs with permanent sign faces are permitted.

The Planning & Zoning reviewed the bench locations, parking calculations and confirmed the project is incorporating security lighting. It was also recommended that the update Master Plan is brought to the Town Commission so that it can be referenced as needed (the Applicant will have it available at the meeting). The sidewalk/crosswalk connections were discussed which led to the Board's condition of approval listed hereinabove. It was also explained that the Traffic Performance Standards letter had been missing from the packet however, would be included in the Town Commission packet since all had been reviewed and approved and actually the proposed use of an office/warehouse would decrease the originally anticipated trips for the PUD and that the project meets concurrency standards allotted for the PUD. It was asked of the Applicant if they knew who the end users would be and the Applicant explained that the owner will rely on market studies for future uses, but that there is a demand for these types of units (specific end users not known at this time). There was also some discussion on possibly considering an alternate primary color for the building (currently proposed as white) to perhaps blend with the beiges and neutral tones already within the PUD – for the Town Commission to consider.

Staff Recommendation: APPROVAL with conditions.

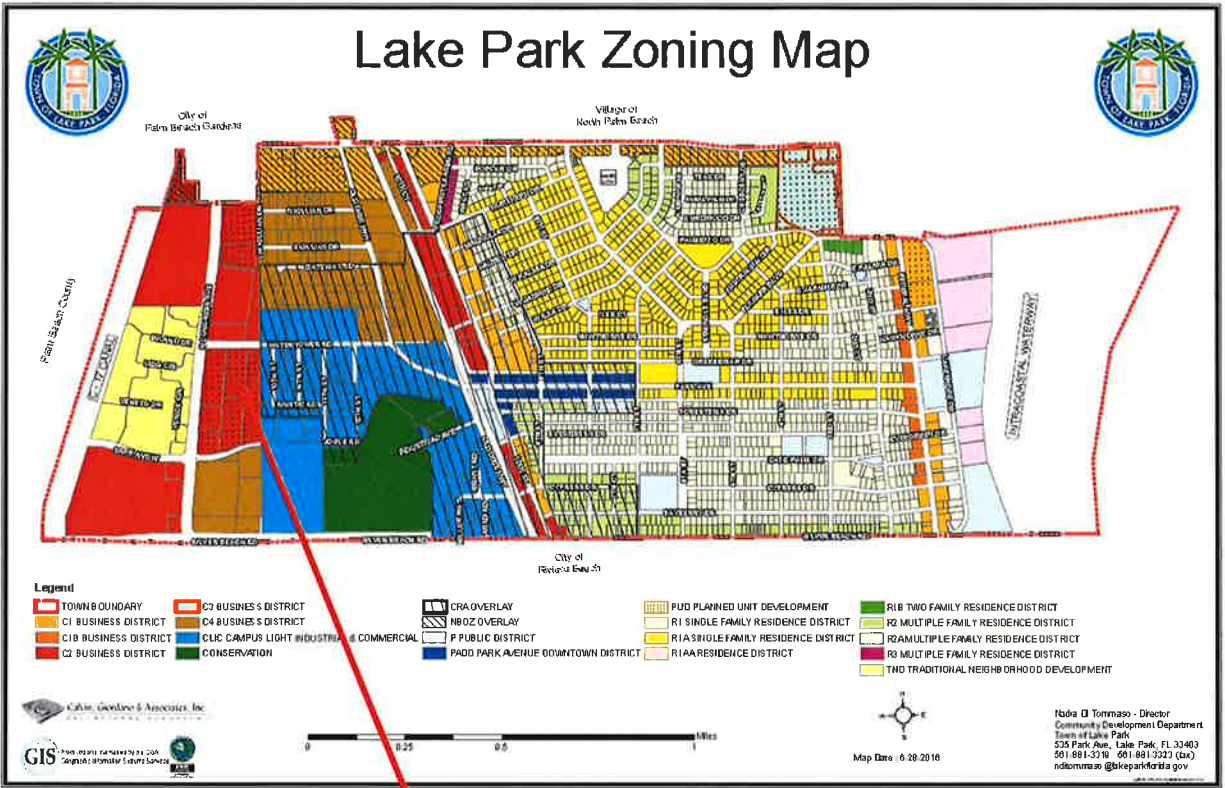
BACKGROUND:

Applicant(s):	Gentile Glas Holloway O'Mahoney & Associates, Inc.
Owner(s):	Congress Avenue Properties Ltd
Address/Location:	East of N. Congress Avenue between Watertower Road and Park Avenue Extension
Net Acreage:	4.487 acres (office/warehouse) and future Phase II (2.998 acres)
Legal Description:	CONGRESS BUSINESS PARK PLAT NO 2 PUD TR H1 K/A FUTURE DEVELOPMENT AND CONGRESS BUSINESS PARK PLAT NO 2 PUD TR A1 K/A FUTURE DEVELOPMENT
Existing Zoning:	PUD/C2 – Business District
Future Land Use:	Commercial Light Industrial

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FIGURE 1: AERIAL VIEW OF SITE





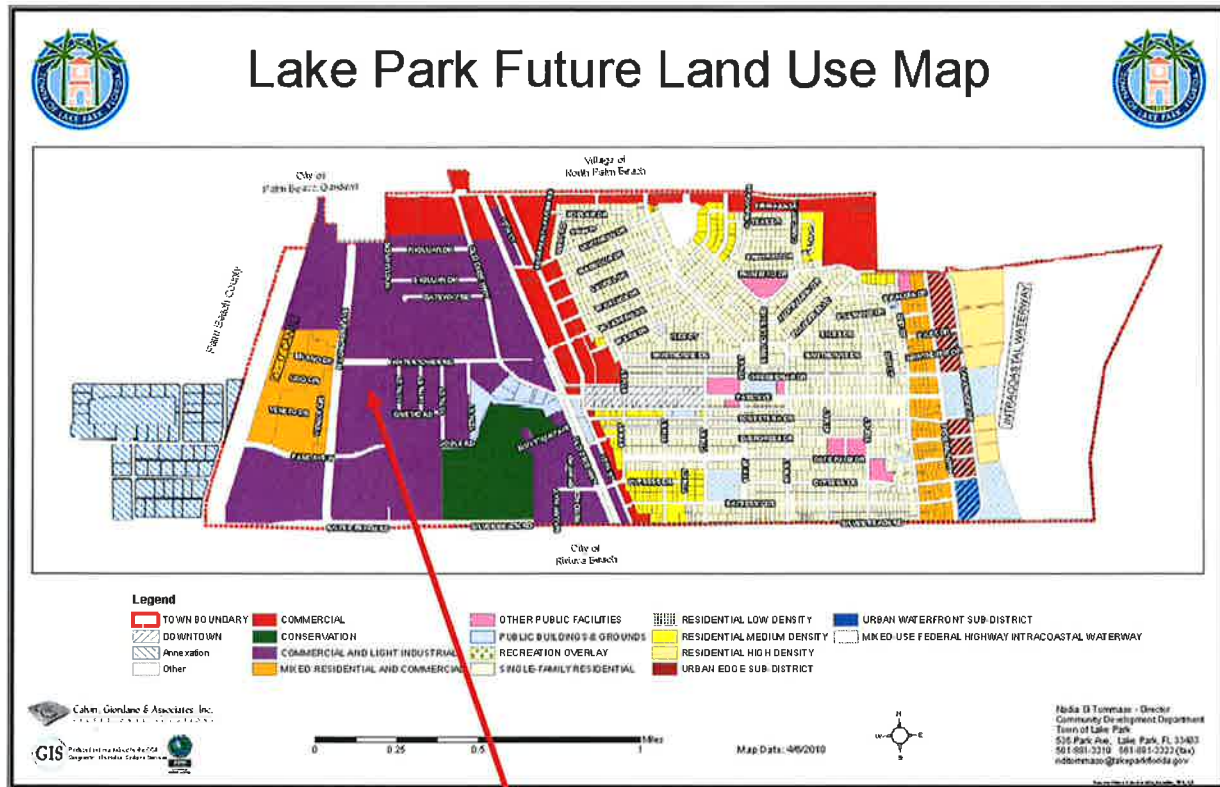
The Site

FIGURE 2: LAKE PARK ZONING MAP

Adjacent Zoning

- North: C-2 Business District/PUD
- South: C-2 Business District/PUD
- East: C-2 Business District/PUD
- West: Traditional Neighborhood District (TND)

FIGURE 3: LAKE PARK FUTURE LAND USE MAP



The Site

Adjacent Existing Land Use

- North: Commercial/Light Industrial
- South: Commercial/Light Industrial
- East: Commercial/Light Industrial
- West: Residential High Density

PART I: APPLICATION FOR A SITE PLAN; SPECIAL EXCEPTION USE; AND WAIVER REQUEST

The Site Plan has been reviewed by:

- The Town's consulting Engineers, Design Architect and Landscape Architect
- Community Development Department
- Public Works Department
- Palm Beach County Sheriff's Office for Crime Prevention through Environmental Design (CPTED)
- Palm Beach County Dept. of Engineering & Public Works (Traffic Performance Standards)
- Seacoast Utilities
- Palm Beach County Fire Rescue

Based upon these reviews, Staff finds that the Site Plan meets the Land Development Regulations of the Town Code.

The project has also been advertised in the Palm Beach Post On March 23, 2018 and certified notices to owners within 300 feet were also sent out on March 23, 2018.

SITE PLAN PROJECT DETAILS:

Building Site:

The Site Plan for the proposed office/warehouse use consists of 4.487 acres with a proposed 44,500 square foot Office/Warehouse building on Parcel H1 of the Congress Business Park PUD and a Future Phase II on Parcel A1 that will consist of 22,500 square feet of retail/restaurant development on the remaining 2.998 acres, which will require a separate site plan approval.

Site Access:

The site is accessible through Watertower Road through two access points and is also accessible through two interior access points located adjacent to the internal PUD access road, which provide connections to Congress Avenue. The site is within the overall PUD that has a regulating master plan with cross access throughout the entire PUD.

Traffic:

A letter from Palm Beach County confirming that the proposal meets the Traffic Performance Standards of PBC was received.

Setbacks:

All proposed setbacks for the primary structure are compliant with code requirements of the C-2 Zoning District.

	<u>REQUIRED</u>	<u>PROVIDED</u>
FRONT SETBACK (ACCESS RD. WEST): _____	25'	91.88'
SIDE STREET SETBACK (WATER TOWER RD.): _____	15'	108.63'
REAR SETBACK (ACCESS RD. EAST): _____	15'	94.9'
SIDE SETBACK (SOUTH): _____	15'	106.58'

Landscaping:

The Town’s consulting Landscape Architect finds that the site meets the landscaping regulations of the Town Code.

Paving/Grading/Drainage:

The Town’s consulting Engineer has reviewed the Applicant’s Paving, Grading and Drainage Plan and has determined that it meets engineering requirements.

Parking:

Pursuant to Town Code Section 78-142, the site is required to provide 93 regular spaces; 4 ADA spaces and 2 loading spaces. The requirement is being met through the following distribution:

WAREHOUSE/ OFFICE:	<u>REQUIRED</u>	<u>PROVIDED</u>
WAREHOUSE:(31,708 SF.) _____	16 SPACES (1/2000 S.F.)	16 SPACES
OFFICE:(12,792 SF.) _____	52 SPACES (4/ 1000 S.F.)	52 SPACES
EMPLOYEE PARKING _____ <small>(MAX SHIFT)</small>	25 SPACES	25 SPACES
TOTAL SPACES: _____	93 SPACES	93 SPACES
HANDICAP PARKING: _____	4 SPACES	4 SPACES
LOADING SPACES: _____	2 SPACES	2 SPACES

Signage:

The applicant is proposing the wall and freestanding signage pursuant to their sign package. All signs shall be reviewed and permitted separately from this site plan application, but preliminary reviews confirm that the proposed signs are code compliant.

As further clarification, the application explains that *the applicant is including a new PUD multiple tenant monument sign to be located on the southwest corner of Parcel A1 at Congress Avenue. Phase I site includes a proposed out-parcel sign meeting the Town of Lake Park Code and the PUD Design Guidelines to be located on Parcel H1 along Watertower Road. A future out-parcel sign for Parcel A1 will be located on the south side of Watertower Road when developed. The wall signs will be consistent throughout the office warehouse building with all tenants meeting the PUD Design Guidelines.*

Photometric (Lighting): Meets the minimum requirements in the Town code pursuant to Section 54, Article III.

Zoning The proposed retail store use is permitted by right in the C-2 zoning district.

Water/Sewer: Seacoast Utility Authority provided preliminary (conceptual) approval and will be reviewing more in detail prior to the Town Commission meeting and the issuance of any development permit.

Design:

The proposed office/warehouse meets the architectural guidelines of the Town Code and the PUD. The Applicant further explains:

- **Canopies:** We are providing several types of canopies. The first type are solar shades to be provided over the windows and we also provide entrance canopies at each storefront entrance. We also provide a canopy at the rear to add proper rain cover and to break the rear façade to provide a smaller scale to a utilitarian area of the building.

- **Arcades:** At each entrance to the building we are providing recessed entrance features that are proportional to the building but also provide glass areas and recess to delineate an Architectural Gate or entrance to the building.

- **Ornamental and Structural Detail:** The building incorporates the use of several components that are ornamental to the building. The project incorporates the use of storefront systems, ornamental banding at each entrance, and the use of recess on panels, sun shades and canopies to provide ornamental components to each façade.

- **Unity of Character:** The building uses material that is similar in character to many buildings in South Florida and other buildings on site. We are proposing the use of storefront, metal canopies, a texture concrete finish and the use of recessed and reveals to create a unified character of the building at its surroundings.

- **Building Articulation:** Each building façade has been articulated by using several methods to comply with its requirements. Each façade has a change in elevation of parapets. We are providing for panel reveals and articulations to provide ornamentation. We are also providing different colors and materials on each façade.

- **Proportions:** The project takes in consideration several proportion requirements. The building scale is large to meet its industrial and storage use requirements. However, the use of storefront glass and ornamental metal components add a human scale to the proportion of the building. There are several breaks on the project's elevation that break the facades and break the proportion of the building.

- **Material:** The project will have a Concrete Texture material that will be in use in a medium texture and a smooth texture. We are also using metal canopies and sunshades to create a variation of materials.

- **Colors:** The building uses colors that are compatible with its surrounding areas. We are using a light grey color with a darker grey accent color and a darker blue to add variation to the building colors. The palette of colors selected is also compatible to each other and to the other materials on site.

Fire:

PBC Fire will review the plans in greater detail as part of the building permit review process, but did not have any concerns based on their preliminary site plan review per Pedro Segovia's email from Palm Beach County Fire.

PBSO:

The Crime Prevention through Environmental Design (CPTED) review was performed by the Palm Beach Sheriff's Office (PBSO) and recommendations were made which the applicant responded to. Cameras will be provided as recommended by PBSO and this is also included as condition of approval #3.

ANALYSIS OF SPECIAL EXCEPTION CRITERIA FOR THE PROPOSED OFFICE/WAREHOUSE USE

The six criteria required for the approval of a Special Exception Use and the analysis of same are as follows:

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

Applicable Goals and Objectives:

The proposed special exception use is consistent with Chapter 3, Objective 5 of the Future Land Use Element of the Comprehensive Plan, which 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.”

Staff Comments

The Comprehensive Plan encourages redevelopment and infill development provided it is considerate to existing uses. As referenced above, the proposed special exception use is consistent with the commercial/light industrial uses in this area of the Town and is consistent with the land use designation of “commercial/light industrial” in that it will provide services to the community and surrounding area through the occupancy of the office/warehouse units.

FINDING: CRITERIA MET

Criteria 2: *The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.*

Staff Comments

The proposed office/warehouse is consistent with the Code and PUD requirements. A waiver is being sought for the dumpster enclosure configuration (opening dimension).

FINDING: CRITERIA MET

Criteria 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.*

Staff Comments

Function:	The use is internal similar to other uses in the plaza.
Hours of Operation:	Is proposed to be consistent with the uses in the surrounding area based on the proposed use.
Traffic:	The proposed use is expected to generate traffic similar to all other surrounding uses in the plaza.
Location\Mass\Height Setbacks:	Consistent with code requirements.

The proposed special exception use is compatible and complimentary to the existing and future uses and character of the surrounding properties.

FINDING: CRITERIA MET

Criteria 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.

Staff Comments

The proposed use is unique in that it proposes to attract 10 different types of end uses that will integrate variety into modernized office/warehouse units and not promote proliferation of any single use. The applicant explains that the existing office/warehouse uses in the area are not representative of the units being proposed as part of this application since they were built decades ago.

FINDING: CRITERIA MET

Criteria 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;*
- (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and*
- (c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.*

Staff Comments

- (a) The number of persons using or working at the property is anticipated to be consistent with the plaza uses already in existence based on the 10 future end users that will occupy the office/warehouse units that are still to be determined.
- (b) The use is proposed strictly indoors and it is not anticipated to create any impacts.
- (c) The proposed special exception use will not have a detrimental impact on surrounding properties based on the amount and flow of traffic within the vicinity of the proposed special exception use. The applicant explains that *the proposed special exception creates low traffic generation as the warehouse trip rates are lower than a standard retail, commercial use. The traffic is within what was envisioned for this PUD. The proposed development will meet Palm Beach County's Traffic Performance Standards. These uses also compliment other uses of the PUD.*

Overall, the proposed special exception, if approved will not have a detrimental impact on surrounding properties.

FINDING: CRITERIA MET

Criteria 6:

That the proposed special exception use:

- (a) Does not significantly reduce light and air to adjacent properties;*
- (b) Does not adversely affect property values in adjacent areas;*
- (c) Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations;*
- (d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and,*
- (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.*

Staff Comments

Staff findings for Criteria 6 are as follows:

- (a) Building meets setback requirements and will not reduce light and air to adjacent properties.
- (b) This additional development is anticipated to enhance the values by developing vacant land.
- (c) The proposed special exception use will not be a deterrent to the improvement, development or redevelopment of surrounding properties.
- (d) The project has been previously cleared of all natural vegetation. The PUD has previously received approval from Seacoast Utility Authority and North Palm Beach Improvement District.
- (e) The site will provide pedestrian circulation throughout the site and along the access ways. Seating will also be provided along with plantings, bike racks and pedestrian scaled entry considerations.

FINDING: CRITERIA MET

WAIVER REQUEST

ANALYSIS OF SPECIAL EXCEPTION CRITERIA FOR THE PROPOSED OFFICE/WAREHOUSE USE

The six criteria required for the approval of a Special Exception Use and the analysis of same are as follows:

Town Code Section **78-77** regulating PUD's provides for the following (in part):

- (i) *Waiver of standard land development regulations allowed.* In conjunction with the review process for a planned unit development application and in accordance with the waiver criteria in other sections of these planned unit development regulations, the town commission may waive the standard land development regulations in the following areas:

(...)

- (1) a. Site Configuration [**requested waiver: dumpster enclosure configuration (opening dimension)**]

(2) Waivers may be approved provided the spirit and intent of the zoning regulations are complied with in the total development of the planned unit development and mitigation is provided where required by this chapter.

The Applicant is proposing the following waiver:

DUMPSTER

CONFIGURATION	CODE SECTION	REQUIREMENT	PROPOSED
1. Dumpster Placement inside dimension of surface	Section 24-76 – Container storage/screening	The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by 10 feet.	Waiver to reduce the inside dimension to 11.5 feet.

STAFF RESPONSE: The Town Code requires that all waiver requests are reviewed pursuant to the special exception criteria listed earlier in this report. The applicant provided justifications to the criteria in their enclosed narrative. The Town's Interim Public Works Director also reviewed for access and confirms access issues are not anticipated. The 0.5 foot reduction provides for design flexibility and compatibility with the individual office/warehouse uses being proposed and **Staff confirms that all the applicable special exception criteria have been met.**

Public Benefit explained by Applicant:

The proposed waiver actually is to permit dumpsters for each user in closer proximity to their uses. The building design and operation is for a higher quality business owner so designed with more thoughtful details for the end user which also includes more aesthetics and architectural elements.

PART II: STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Site Plan for the proposed 44,500 square foot Office/Warehouse (special exception use) building on Parcel H1 of the Congress Business Park PUD and a Future Phase II on Parcel A1 that will consist of 22,500 square feet of retail/restaurant development on the remaining 2.998 acres, which will require a separate site plan approval/public hearing process and recommends approval of the waiver request to Town Code Section 24-76, **subject to the following conditions:**

1. The Applicant shall develop the Site consistent with the following Plans:

Sheet Titles	Sheet(s)	Sign and Scaled Date	Received by Community Development Date
Site Plan, Truck Turning Plan, Landscape Plans, Tree Mitigation Plan, Civil Plans,	SP-1, TR-1, LP-1, LP-3, TM-1, C-1, and C-3 ** includes waiver approval for a dumpster opening configuration reduction of 0.5 feet, resulting in 11.5 foot openings	03/21/2018 and 03/20/218 for Civil Plans	03/21/2018
Landscape Plan, Irrigation Plan	MSP-1, LP-2, IR-1, IR-2, IR-3, C-2, C-4 thru C-10, PH-1 thru PH-4	03/02/2018	03/02/2018
Survey	Dwg. D99-240U	07/14/2017	03/02/2018
Elevations	A101, A105, A105.1	03/01/2018	03/02/2018

2. Prior to the issuance of any building permit, copies of all other required permits from other agencies including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, Northern Palm Beach County Improvement District, the Florida Department of Transportation, South Florida Water Management Division, the NOI for the Generic Permit for Stormwater Discharge from Large and Small Construction Activities (GCP) and the State of Florida Department of Environmental Protection will be required.

3. Cameras Required: Add high-definition surveillance cameras, which can capture clear facial features, to the parking areas as well as along the exterior façade of the building. The camera should be placed eye level in order to capture as much detail of any suspicious activity.
4. The Civil, Photometric, Architectural and Irrigation plans shall be modified prior to the scheduling of the Town Commission meeting so as to identify all sidewalk connections reflected on the Site and Landscape Plans.
5. The Owner, the Applicant and their successors and assigns shall be subject to the Development Order and all conditions.
6. Construction on the Site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved in writing by the Community Development Director. Any proposed disruption to the normal flow of traffic within the right of way of North Congress Avenue, Park Avenue West, Watertower Road or surrounding street and parking areas as part of the construction of the Site, shall also be subject to the review and approval of the Community Development Director and Public Works Director.
7. All landscaping as shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of the issuance of the Certificate of Occupancy by the Owner. The Owner shall replace any and all dead or dying landscape material so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
8. The hedge material proposed for the perimeter of the Site which serves to align the parking areas, shall be maintained at a height consistent with the entire PUD.
9. The Owner shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during construction on the Site.
10. The dumpsters shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park.
11. Prior to issuance of the Certificate of Occupancy, the Owner or Applicant shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site and Landscaping Plans.
12. Prior to the issuance of any building permits, the Owner or Applicant shall submit copies of any other permits required by other agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection.

13. 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 the required review and approval process.
14. The Owner shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Once initiated, the development of the Site shall be completed within 18 months. Failure to do so shall render the Development Order void.
15. Cost Recovery. All professional consulting 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 10 days of receipt of an invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice will result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A certificate of occupancy will not be issued if invoices are outstanding.
16. Outside storage and repair/installations of any kind is prohibited on the site for any future end users so as to remain consistent and compatible with the uses within the PUD.
17. Additional sidewalk connections along the western property boundary shall be incorporated when a site plan for development is considered for the remaining vacant parcel on the southeast corner of Watertower Road and Congress Avenue.
18. The site is prohibited from incorporating changeable copy signs. Only signs with permanent sign faces are permitted.

RESOLUTION NO. 22-05-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION USE AUTHORIZING THE DEVELOPMENT OF A 44,500 SQUARE FOOT OFFICE WAREHOUSE BUILDING WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE APPROVAL OF A WAIVER TO TOWN CODE SECTION 24-76; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN AND SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gentile Glas Holloway O'Mahoney & Associates, Inc. (the Applicant) is proposing to develop a 44,500 square foot Office Warehouse building on Parcel H1 of the Congress Business Park Planned Unit Development (the Site) on behalf of the current owner Congress Avenue Properties Ltd (the Owner); and

WHEREAS, the Applicant has submitted applications for a Site Plan and the Special Exception Use of an Office Warehouse building along with a waiver request to Town Code Section 24-76 for a 0.5 foot reduction to the dumpster enclosure configuration opening dimension (the Application); and

WHEREAS, the Site has a future land use designation of "Commercial/Light Industrial"; and the development of the Special Exception Use of an Office Warehouse would be consistent with this future land use designation; and

WHEREAS, the Site is within the previously approved Congress Business Park Planned Unit Development (PUD); and

WHEREAS, the zoning assigned to the Site is PUD with an underlying zoning designation of Commercial-2 Business District (C-2); and

WHEREAS, the uses permitted in the PUD include only those uses permitted in the C-2 Zoning District, unless the Commission approves other uses not in the C-2 Zoning District by special exception; and

WHEREAS, the Community Development Department has determined that the use of an Office Warehouse building would be consistent with the uses permitted in the C-2 Zoning District; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has recommended that the Town Commission approve the Application subject to conditions; and

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

WHEREAS, at the hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether it meets 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 incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Site Plan and the Special Exception Use of "Office Warehouse" subject to the following conditions:

- (1) The Applicant shall develop the Site consistent with the following Plans:
 - a. Site Plan, Architectural Plan, Landscape Plan, Irrigation Plans, Civil Plans and Photometric Plan referenced as Sheets SP1, LP-1, LP-2, IR-1, IR-2, PHM1, PIIM2, A1.01, A2.01, A2.01, C1, C-2, C-3, C-4, C-5, C-6, C-7, C-8 received and dated by the Department of Community Development on 8/15/17 and signed and sealed on 8/10/17 and 8/14/17.
 - b. Survey prepared by Magellan Surveying & Mapping, Inc. that is signed and sealed dated 10/5/16 and received by the Department of Community Development on 8/15/17.
- (2) Construction on the Site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved in writing by the Community Development Director. Any proposed disruption to the normal flow of traffic within the right of way of Watertown Road, 14th Street and 15th Street, or surrounding street and parking areas as part of the construction of the Site, shall also be subject to the review and approval of the Community Development Director and Public Works Director.
- (3) All landscaping as shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of the issuance of the Certificate of Occupancy by the Owner. The Owner shall replace any and all dead or dying landscape material so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
- (4) The hedge material proposed for the perimeter of the Site which serves to align the parking areas, shall be maintained at a minimum four foot height.
- (5) The Owner shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during construction on the Site.

- (6) The dumpster shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town of Lake Park.
- (7) Prior to issuance of the Certificate of Occupancy, the Owner or Applicant shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site and Landscaping Plans.
- (8) Prior to the issuance of any building permits, the Owner or Applicant shall submit copies of any other permits required by other agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection.
- (9) 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.
- (10) The Owner shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Once initiated, the development of the Site shall be completed within 18 months. Failure to do so shall render the Development Order void.
- (11) Cost Recovery. All professional consulting 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 10 days of receipt of an invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice will result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A certificate of occupancy will not be issued if invoices are outstanding.
- (12) The Applicant shall submit an application to replat the Site, or establish an unity of title prior to commencing construction.
- (13) Pursuant to Section 78-75(2)(e), accessory uses including the outdoor storage of any article or material shall be screened by ornamental walls and fences. Materials shall not be stacked or stored so as to exceed the height of the screen and plans shall be revised prior to the issuance of a development permit to include an ornamental fence material instead of chain link fabric.
- (14) Equipment, vehicles or any type of storage items that are visible from any Right-Of-Way or adjacent property are prohibited from being located in the accessory storage yard. This

includes any vehicles such as cranes, excavators or other machinery having moveable appendages.

- (15) Prior to the issuance of a development permit and submission of final plans, the Owner shall re-design the architectural plans for the building such that the bay door facing Water Tower Road are the same color as the building's façade. An additional banding architectural feature shall also be incorporated to frame the top of the garage door.
- (16) Prior to the submission of the final plans, the Owner shall modify the site plan to eliminate the two wall signs.
- (17) The building shall only be occupied by the Owner's businesses.
- (18) The bay door fronting Water Tower Road shall remain closed except when necessary to allow vehicles to enter and exit through the building.

Section 3: The Owner, Applicant and their successors and assigns shall be subject to the conditions of approval.

Section 4. This Resolution shall become effective upon execution.



Landscape Architects • Planners • Environmental Consultants

GENTILE GLAS HOLLOWAY O'MAHONEY & Associates, Inc.

George C. Gentile F.A.S.A.
Al. Troy Holloway A.S.A.
Emily M. O'Mahoney A.S.A.
Duff Buckmaster Glas A.I.C.T.

Congress Business Park

Project Narrative

~~August 18, 2017~~

~~December 13, 2017~~

March 1, 2018

REQUEST/LOCATION:

Gentile Glas Holloway O'Mahoney & Associates, Inc. as agent for the applicant is submitting a Site Plan Application for review and approval of the final parcels associated with the Congress Business Park PUD located on the southeast corner of Congress Avenue and Watertower Road in the Town of Lake Park, Florida. The overall acreage of the two (2) parcels is 7.48 acres of land which are the two (2) remaining vacant parcels within the Congress Business Park PUD. Along with the Site Plan Application, we are proposing a Special Exception to allow warehouse with accessory office space (flex space) on the subject site. The site plan consists of 4.487 acres with 44,500 s.f. Warehouse/Office building on Parcel H1 and a Future Phase II on Parcel A1 that will consist of a 22,500 s.f. retail/restaurant development on 2.998 acres. Consistent with the overall PUD, the subject site has a land use designation of Commercial/Light Industrial with a PUD and underlying C-2 Zoning District.

PROJECT HISTORY:

As stated above, the subject site is part of an overall Planned Unit Development. The overall site had multiple approvals since its annexation into the Town of Lake Park. The following is a list of the latest approvals and requests for the PUD:

- On March 5, 2003 – Resolution No. 06-03-03 – Rezoning from TND to C-4 and a master plan for 511,000 square feet of office/warehouse complex;
- In 2008, another rezoning was approved on this site from C-4 to C-2;
- On June 8, 2014 – Resolution No. 16-06-14 – approved a PUD master plan for the vacant 28.66 acre site. Along with the master PUD Development Plan, the Master PUD Landscape Plan, PUD Landscape Plan, Landscape Specifications and engineers plans were approved including 11 conditions of approval;
- On October 1, 2014 – Resolution 33-10-14 approved the Aldi Food Market Site Plan on Tract F of the Congress Business Park PUD;
- On March 4, 2015 – Resolution 07-0301 approved the RaceTrac Gasoline Station with a convenience store site plan and Special Exception Use on Tract B of Congress Business Park PUD;
- On September 9, 2015 – Plat was recorded in the public record as Plat Book 120, Pages 127-129;
- On August 22, 2016 – Resolution approved a 201,600 square feet of self-storage within Tract G1 of Congress Business Park PUD.

- On March 1, 2017 – application was submitted for a Culver’s Restaurant to be located on the north half of Parcel A2 in Congress Business Park PUD.
- On June 29, 2017 – an application was submitted by AutoZone for the south half of Parcel A2.
- In June 2017, a replat was approved that split Parcel A-2 into the north and south half to allow for the proposed Culver’s Restaurant and the AutoZone.

JUSTIFICATION:

1. Please explain the nature of the request: The Applicant is requesting approval of a Phase I site plan application and Special Exception to allow for warehouse with accessory office space (flex space) within the Congress Business Park PUD for a 44,500 square foot building that will consist of 31,708 square feet of warehouse space and accessory office of 12,792 square feet. The Applicant is also proposing a future Phase II that will consist of 22,500 square feet of retail/restaurant space that will be a future site plan application. the total square footage is accounted for as a part of the traffic analysis for this PUD.
2. What will be the impact of the proposed change to surrounding area? With this site plan the build out of uses will be defined for this PUD. The warehouse (with accessory office/flex warehouse was contemplated with the original PUD approval.) The site is surrounded by a mix of non-residential uses, and one residential apartment community west of Congress Avenue. To the north of the subject site is the existing Kohl’s Department Store and Petsmart on the north side of Watertower Road. Kohl’s and Petsmart have a Future Land Use Designation of Commercial/Light Industrial and a C-2 zoning district designation. To the south of the subject site is an approved self-service storage facility for Spacebox that was recently approved; and the proposed Culver’s Restaurant; The property is Zoned C-2 with a Future Land Use Designation of Commercial/Light Industrial. West of the site is the San Marco Villas, which has a Commercial/Residential Land Use Designation and is Zoned TND. Further north of San Marco Villas, is the Lowe’s property with has a Commercial/Light Industrial Future Land Use Designation and is Zoned C-2 Commercial. The subject site contains a Future Land Use Designation of Commercial/Light Industrial and is Zoned C-2. The Commercial/Light Industrial District is compatible with the C-2 Zoning District, which permits a variety of non-residential uses.

SURROUNDING ZONING AND LAND USE DESIGNATIONS

	EXISTING ZONING	EXISTING FLU
SUBJECT PROPERTY (Proposed)	PUD/C-2	Commercial/Light Industrial
NORTH	C-2	Commercial/Light Industrial
EAST	C-2	Commercial/Light Industrial
SOUTH	C-2	Commercial/Light Industrial

	EXISTING ZONING	EXISTING FLU
WEST	TND	Residential/ Commercial

3. How does the proposed Project comply with the Town of Lake Park’s zoning requirements? The subject site is Parcel H1 and Parcel A1 of the Congress Business Park PUD, which received Master Site Plan approval by the Town Commission (Resolution No. 16-06-14) on June 8, 2014; the PUD has an underlying C-2 Zoning District. The proposed uses consist of warehouse/office and the future Phase II for retail/restaurant use which are allowed uses with the C-2 Zoning District.

As mentioned above, the warehouse use will consist of 31,708 square feet of space with 12,792 square feet of accessory office space. Based on Section 2.1 – Development review regulations an “accessory use” cannot exceed 30% of the principal use and it is the intent of the Applicant to not exceed the 30%. The Phase I site plan is designed to meet parking requirements with the 30% accessory office space being proposed.

The proposed site plan meets or exceeds the approved PUD district requirements along with other requirements of the Town of Lake Park Codes as follows:

	Zoning District	Min. Property Development Requirements				Max. FAR	Max. Building Height
		Front	Corner/Access Roads	Side	Rear		
Required	C-2/PUD	25’	15’	15’	15’	2.0	*50’

* Height approved by Master PUD Plan Reso No 16-06-14.

Consistent with the Town’s requirements, a special exception is being requested for the proposed warehouse with accessory office space (flex space). This is also consistent with the original PUD use list approval.

SPECIAL EXCEPTION CRITERIA:

In order to create additional opportunities and greater flexibility on this site the applicant is requesting approval of special exception uses as outlined above. Per Section 78-184(b) special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

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

The Applicant believes that the proposed use at this location would further up to three (3) objectives and policies of the Future Land Use Element of the Town’s Comprehensive Plan as outlined herein:

3.4.2 – Objectives and Policies

Objective 1 – The Comprehensive Plan specifies that the Town is to encourage development and redevelopment activities that will substantially increase the tax base while protecting and minimizing negative off-site impacts for surrounding properties, the natural environment, residential neighborhoods and within adopted levels of service.

Policy 1.5 – The Comprehensive Plan specifies that the Town is to encourage development and redevelopment activities that will increase the tax base while protecting and minimizing negative off-site impacts for surrounding properties, the natural environment, residential neighborhoods and within adopted levels of service.

Objective 5 – The Town shall promote redevelopment and infill development in a manner that is consistent to existing neighborhoods and uses, the built and natural environments and adjacent jurisdictions.

The project is proposed non-residential uses that will increase the tax base but minimally required services from the Town. Thus, they serve as tax based contributors. Additionally the original approvals for this PUD addressed substantial stormwater requirements as well as environmental to promote infill development in this area of the Town. Lastly, the uses create a mix of opportunities both for services and employment within the Town of Lake Park.

2. The proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Code.

Besides promoting Comprehensive Plan policies (as noted above), the special exception use for the warehouse and accessory office use has been designed to meet the current land development regulations including property development standards. The proposed use also meets the design guidelines set forth with the approved Planned Unit Development (PUD). The site plan will be reviewed by Seacoast Utilities and the Palm Beach County Fire Rescue to ensure compliance.

3. The proposed special exception use is compatible with the character and use 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 uses and the surrounding property.

The special exception use will be located within Parcel H1 of the Congress Business Park recorded in Plat Book 120, Pages 127-129. The subject site contains a Future Land Use Designation of Commercial/Light Industrial and is zoned C-2. The site is surrounded by a mix of non-residential uses within the PUD and adjacent to its eastern boundary. Other than the residential site on the west side of Congress Avenue, the surrounding property has the same land use and zoning as the subject site and as mentioned before is part of the approval PUD. Additionally, the use is similar to existing area uses but will offer a more modern thoughtful design. Architectural elements have been incorporated into the facades of the building to ensure compatibility between existing approved developments within the PUD as well.

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.

The requested special exception use associated with this PUD application is intended to create a variety of uses and services. It is not the intent of the developer create a proliferation of any single use. The warehouse with accessory office use (flex space) allows for a development of the site based on the approved uses for the PUD and does not create an abundance of any single use.

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 use is designed for 10 new businesses to serve the community; no one will live on site. Customer estimates are reflective of the traffic counts.

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

The proposed special exception use would not create any noise, odor, visual or other potential nuisance factors greater than that of any other use located along this corridor. In fact the site is designed to be contemporary and pedestrian oriented.

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

The proposed special exception creates low traffic generation as the warehouse trip rates are lower than a standard retail, commercial use. The traffic is within what was envisioned for this PUD. The proposed development will meet Palm Beach County's Traffic Performance Standards. These uses also compliment other uses of the PUD.

6. That the proposed special exception use:
- a. Does not significantly reduce light and air to adjacent properties.

The proposed special exception will not significantly reduce light and air to adjacent properties. This is a one story building well setback from adjacent properties.

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

The site is an infill site within the PUD which has been developed to generate commercial and industrial tax revenues to the Town. The proposed use will enhance the adjacent property values by providing economic opportunities within proximity to residential and other non-residential uses.

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

The proposed request improves the area and enhances the economic opportunities in the western portion of the Town.

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

The project has been previously cleared of all natural vegetation. The PUD has previously received approval from Seacoast Utility Authority and North Palm Beach Improvement District. The proposed application will be submitted for review and approval for the proposed special exception and since the PUD has received previous approval it is anticipated to receive the same approval.

Site Access:

The subject sites are part of the existing PUD with an overall master plan and cross access throughout the PUD for both vehicular and pedestrian access. The more active Phase II with retail and restaurant use will have outdoor seating to encourage more pedestrian oriented activity. This plan will come forward for site plan separately.

Landscape and Screening:

The landscape theme of the project provides for native vegetation with Sabal Palms, Oaks and Holly. The subject site will have an 8 foot landscape buffers along the north and east property lines and a 15 foot PUD landscape buffer along Congress Avenue (west property line). Pedestrian connectivity is proposed to the west sidewalk along Congress Avenue.

All landscape islands within the vehicular use area generally comply with the minimum width and length requirements within Section 78-253.

Environmental:

The environmental aspects of the site were addressed with the PUD approval. The subject site is vacant and has been cleared of all vegetation with the exception of the perimeter landscaping which has been installed including a 15 foot landscape buffer along Congress Avenue.

Parking and Loading:

The subject site is designed to meet the requirement of off-street parking spaces and loading required for this site plan. Shared access and parking area encourage interactivity on the site consistent with the PUD intent.

Signage:

The applicant is including a new PUD multiple tenant monument sign to be located on the southwest corner of Parcel A1 at Congress Avenue. Phase I site includes a proposed out-parcel sign meeting the Town of Lake Park Code and the PUD Design Guidelines to be located on Parcel H1 along Watertower Road. A future out-parcel sign for Parcel A1 will be located on the south side of Watertower Road when developed. The wall signs will be consistent throughout the office warehouse building with all tenants meeting the PUD Design Guidelines.

Architecture:

The architect for the project has offered some general statement for the project and will be providing the overall criteria requirements with the submittal.

- **Human Scale**
 - **Canopies:** We are providing several types of canopies. The first type are solar shades to be provided over the windows and we also provide entrance canopies at each storefront entrance. We also provide a canopy at the rear to add proper rain cover and to break the rear façade to provide a smaller scale to a utilitarian area of the building.
 - **Arcades:** At each entrance to the building we are providing recessed entrance features that are proportional to the building but also provide glass areas and recess to delineate an Architectural Gate or entrance to the building.
- **Ornamental and Structural Detail:** The building incorporates the use of several components that are ornamental to the building. The project incorporates the use of storefront systems, ornamental banding at each entrance, and the use of recess on panels, sun shades and canopies to provide ornamental components to each façade.
- **Unity of Character:** The building uses material that is similar in character to many buildings in South Florida and other buildings on site. We are proposing the use of storefront, metal canopies, a texture concrete finish and the use of recessed and reveals to create a unified character of the building at its surroundings.
- **Building Articulation:** Each building façade has been articulated by using several methods to comply with its requirements. Each façade has a change in elevation of parapets. We are providing for panel reveals and articulations to provide ornamentation. We are also providing different colors and materials on each façade.
- **Proportions:** The project takes in consideration several proportion requirements. The building scale is large to meet its industrial and storage use requirements. However, the use of storefront glass and ornamental metal components add a human scale to the proportion of the building. There are several breaks on the project's elevation that break the facades and break the proportion of the building.
- **Material:** The project will have a Concrete Texture material that will be in use in a medium texture and a smooth texture. We are also using metal canopies and sunshades to create a variation of materials.
- **Colors:** The building uses colors that are compatible with its surrounding areas. We are using a light grey color with a darker grey accent color and a darker blue to add variation to the building colors. The palette of colors selected is also compatible to each other and to the other materials on site.

Amenities:

The site will provide pedestrian circulation throughout the site and along the access ways. Seating will also be provided along with plantings and pedestrian scaled entry considerations.

Lighting:

The lighting is designed to address the public use area and scaled for the pedestrian areas. The lighting plan has been included with the application submittal.

Proposed Waiver Request:

The following is a list of the requested waiver for the Congress Business Park PUD:

WAIVER TABLE				
	CODE SECTION	CODE REQUIREMENT	PROPOSED	
1.	Dumpster Placement inside dimension of surface	Section 24-76 – Container storage/screening	The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by 10 feet.	Waiver to reduce the inside dimension to 11.5 feet.

Section 24-76 – Container storage/screening – Dumpster placement surface – the minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet.

Pursuant to Section 78-77.1.(i)(3) – Planned Unit Development (PUD) – the standards for a waiver review shall be, where appropriate, the same as those for a special exception as detailed in Section 78-184 - *Criteria for the evaluation of special exception uses*. A special exception use shall not be approved unless an applicant establishes that all of the following criteria are met:

1. The proposed waiver is consistent with the goals, objectives, and policies of the town's comprehensive plan. *Objective 1, Policy 1.5. ... encourages development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, ... adopted Levels of Service Standards and Objective 5...shall promote redevelopment and infill development...The proposed use of an office/warehouse combination is consistent with the goals, objectives, and policies of the town's comprehensive plan. The proposed waiver will allow for the use of the dumpsters at the current location by the proposed tenants.*

The proposed waiver request will allow for the development of the warehouse and office to meet the PUD Design Guidelines set forth when the PUD was approved and meets the above Town Comprehensive Objectives by increasing tax base and developing infill properties along Congress Avenue. The Design Guideline state "to create interest and encourage economic stability and innovative design, these guidelines encourage flexibility and a variety of architectural styles and uses." "GENERAL STANDARDS – within the PUD, all buildings, signage and landscaping are to be designed to provide a sense of arrival, and place along with common architectural character while permitting a variety of uses and individual architecture."

2. The proposed waiver is consistent with the land development and zoning regulations and all other portions of this Code. *The waiver will allow for deviation of the requirement in the Land Development code to allow for better design of the site and meeting of the PUD Design Guidelines as well.*
3. The proposed waiver 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 waiver and the surrounding property. *The Congress Avenue corridor has developed with a variety of intensive commercial uses including gas stations, department stores, retail, fast food restaurants and financial institutions. The scale and intensity of the proposed office warehouse is compatible with the character of the surrounding properties and the PUD Design Guidelines that were approved for Congress Business Park.*
4. The establishment of the proposed waiver in the identified location does not create a concentration or proliferation of the same or similar type of waiver use, which may be deemed detrimental to the development or redevelopment of the area in which the waiver use is proposed to be developed. *The proposed waiver is not detrimental to the development of the PUD.*
5. The proposed waiver does not have a detrimental impact on surrounding properties based on. *The proposed waiver does not have a detrimental impact on the surrounding properties. With the PUD Design Guidelines that were approved, the PUD has uses that are compatible and offer a convenient opportunity for customers to the PUD with a grocery store, restaurant, gas and convenience store and with the proposed AutoZone in a central location.*
6. That the proposed waiver:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
 - d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.*The proposed waiver does not affect any of the above stated items.*

Public Benefit:

The proposed waiver actually is to permit dumpsters for each user in closer proximity to their uses. The building design and operation is for a higher quality business owner so designed with more thoughtful details for the end user which also includes more aesthetics and architectural elements.



ARCHITECTURAL GROUP
 11000 W. BOULEVARD, SUITE 100
 MIAMI, FL 33157
 TEL: 305.555.1100
 FAX: 305.555.1101
 WWW.AG-FL.COM

DATE: 01/15/2014
 PROJECT: CONGRESS AVENUE
 DRAWING: 3D VIEWS

CONGRESS AVENUE
 DEVELOPMENT
 WAREHOUSE

NO. OF SHEETS	11
TOTAL SHEETS	11
DATE	12/15/13
DESIGNER	AG
CHECKER	AG

CONGRESS AVENUE
 PROPERTIES

3D VIEWS

A105D



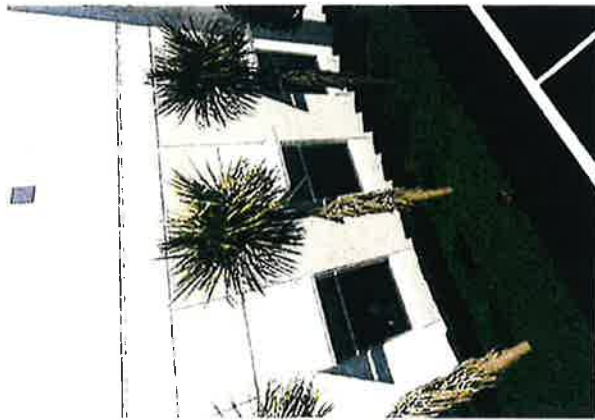
NORTH WEST CORNER



MAIN ENTRANCE VIEW



ENTRANCE ELEVATION



WINDOW / SOLAR SHADE DETAIL



Special Exception
Use approval for
"Office/Warehouse"
PUD Waiver Request
 also enclosed

**TOWN OF LAKE PARK
 COMMUNITY DEVELOPMENT DEPARTMENT**

APPLICATION FOR SITE PLAN REVIEW OR AMENDMENT

For Planned Unit Development (PUD) applications, please refer to Section 78-77 of the Town Code of Ordinances for additional requirements

Project Name: Congress Business Park PUD

Project Address: TBD

Property Owner: Congress Avenue Properties LTD

APPLICANT INFORMATION:

Applicant Name: Congress Avenue Properties LTD

Applicant Address: 4500 PGA Blvd. Palm Beach Gardens, FL 33410

Phone: 561-691-9050 Fax: _____ E-Mail: philbrandt@divostainvestments.com

SITE INFORMATION:

General Location: southeast corner of Congress Ave. and Watertower Rd.

Address: TBD

Zoning District: C-2 Future Land Use: comm_lt_industrial Acreage: 7.48

Property Control Number (PCN): 36-43-42-19-26-001-001036-43-42-19-26-008-0000

ADJACENT PROPERTY:

DIRECTION	ZONING	BUSINESS NAME	USE
North	C-2	Kohls and Petsmart	retail
East	C-2		canal
South	C-2	Spacebox	self storage
West	Com-Res	Westlake	multi-family

JUSTIFICATION:

Information concerning all requests (attach additional sheets if needed)

1. Please explain the nature of the request:

Site Plan application submittal for Parcels A1 and Parcel H1 of Congress Business Park PUD. See justification statement.

2. What will be the impact of the proposed change to the surrounding area?

Subject site is part of an overall PUD with no impact to the surrounding area.

3. How does the proposed Project comply with the Town of Lake Park's zoning requirements?

Please see attached justification statement

LEGAL DESCRIPTION:

The subject property is located approximately Southeast Corner mile(s) from the intersection of Congress Ave. and Watertower Rd., on the north, east, south, west side of the (street/road).

Legal Description:

Parcel A1 and Parcel H1 of Congress Business Park PUD

I hereby certify that I am the owner(s) of record of the above described property or that I/we have written permission from the owner(s) of record to request this action.


OWNER/APPLICANT Signature

5/11/17
Date




PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, Phil Brandt _____, have read and understand the regulations above regarding cost recovery.	
 _____ Property Owner Signature	<u>5/11/17</u> _____ Date

CONSENT FORM

FROM PROPERTY OWNER AND DESIGNATION OF AUTHORIZED AGENT:

Before me, the undersigned authority, personally appeared Phil Brandt, who, being by me first duly sworn, on Oath deposed and says:

- 1. That he/she is the fee simple title owner of the property described in the attached Legal Description;
- 2. That he/she is requesting Site Plan within a PUD in the Town of Lake Park, Florida;
- 3. That he/she is appointed Dodi Buckmaster Glas/2GHO to act as authorized on his/her behalf to accomplish the above Project.

Property Owner Name: Congress Avenue Properties LTD

Phil Brandt
Property Owner Signature

Phillip Brandt, Authorized Rep
By: Name/Title

4500 PGA Boulevard

Palm Beach Gardens, FL 33410

Street Address

City, State, Zip Code

561-691-9050

Telephone Number

Fax Number

philbrandt@divostainvestments.com


E-Mail Address

Sworn and Subscribed before me on this 11/15 day of NOV, 2017,

Phil Brandt

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-24-2020



LEGAL DESCRIPTION

ALL OF TRACTS "H1 AND G1", AS SHOWN ON THE PLAT OF CONGRESS BUSINESS PARK – PLAT NO. 2, A P.U.D., RECORDED IN PLAT BOOK 120, PAGES 127 THROUGH 129, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



YVONNE ZIEL TRAFFIC CONSULTANTS

420 Timber Creek Drive P O Box 2614 Blowing Rock North Carolina 28605

Telephone (561) 624-7262

July 17, 2017

Ms. Nadia DiTomaso
Town of Lake Park
535 Park Ave
Lake Park Florida, 33403

RE: Congress Business Park - Parcel 34.03D - Warehouse

PCN: 36434219250020000
36434219250060000
36434219260010020
36434219260010010
36434219260080000
36434219260070000

Dear Ms. DiTommaso:

Yvonne Ziel Traffic Consultants. was retained to prepare a traffic equivalency for the approved Parcel 34.03D project. The site is located in the northeast quadrant of Congress Avenue and the future Park Avenue extension in the Town of Lake Park, Florida .

The project is currently approved for a 20 fueling position gas station with a 5,928 square feet (SF) convenience store, 65,555 SF of retail (Aldi 17,098 SF, Autozone 7,372 SF and 41,085 unlisted retail), 73,000 SF of light industrial, a 4,638 SF Culvers restaurant and a 201,600 SF mini-warehouse facility . The proposed plan is to reduce the retail to add 45,000 SF of warehouse/office and reduce retail to 46,970 SF).

Trip generation was performed using the rates found in the Palm Beach County Impact Fee Ordinance, and the Institute of Transportation Engineers', Trip Generation, 9th Edition for the peak hour. As the Culvers restaurant does not open until 10:00, no AM trip generation was assumed for the AM peak (see enclosed letter).

Table 1 shows the trip generation rates used and Table 2 shows the total trips generated by the approved project. Table 3 the Internal/External trips and Table 4 the Pass-by and New trips for the approved project. Tables 5 through 7 provide the same information for the proposed plan, plus the resulting change in trips between the approved and proposed plans.

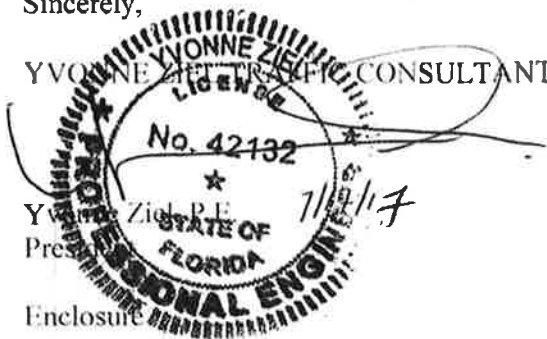
Ms. Nadia DiTomasso
July 17, 2017
Page 2

The average daily trips (ADT) were 6,960 with the new plan the ADT are 7,507.

Trip generation resulted in a decrease of 1 AM peak trip and 47 PM peak trips. Since trip generation does not results in an increase of trips, a new traffic study is not required and the project meets concurrency.

Sincerely,

YVONNE ZIELP CONSULTANTS



Yvonne Zielp, P.E.
President

Enclosure

TABLE 1
PARCEL 34 03D
TRIP GENERATION RATES

17-Jul-17
09:21:57 AM

LAND USE	ITE CODE	AM PEAK TRIP RATES			PM PEAK TRIP RATES			
		ADT TRIP RATES*	TOTAL	PERCENT ENTER	PERCENT EXIT	TOTAL	PERCENT ENTER	PERCENT EXIT
GAS STATION/FUELING POS	944	188.56	12.16	50	50	13.87	50	50
CONVENIENCE STORE	851	737.99	67.03	50	50	52.41	51	49
RETAIL LT 570,000 SF	820	LNT= 65*LNX+5.83	0.96	62	38	LNT= 67*LNX+3.31	48	52
INDUSTRIAL -LIGHT SF/AVG	110	6.97	0.92	88	12	0.97	12	88
RESTAURANT-FAST FOOD	934	496.12	45.42	51	49	32.65	52	48
MINI-WAREHOUSE	151	2.50	0.14	55	45	0.26	50	50
WAREHOUSING	150	3.56	0.3	79	21	0.32	25	75

SOURCE: INSTITUTE OF TRANSPORTATION ENGINEERS, TRIP GENERATION, 9TH EDITION, PBC

TABLE 2
PARCEL 34 03D
TRIP GENERATION - APPROVED PLAN

LAND USE	SIZE	ADT TRIPS	AM PEAK TRIPS			PM PEAK TRIPS		
			TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
GAS STATION/FUELING POS	20	3,371	243	122	122	277	139	139
CONVENIENCE STORE	5,928	4,375	397	199	199	311	159	152
RETAIL LT 570,000 SF	65,555	5,161	63	39	24	451	216	235
INDUSTRIAL -LIGHT SF/AVG	73,000	509	67	59	8	71	9	62
RESTAURANT-FAST FOOD	4,638	2,301	28	0	0	151	79	72
MINI-WAREHOUSE	201,600	504	28	15	13	52	26	26
TOTAL TRIPS	350,741	16,221	798	433	365	1,313	627	686

TABLE 3
PARCEL 34 03D
INTERNAL/EXTERNAL TRIPS - APPROVED PLAN

LAND USE	INTERNAL TRIPS						EXTERNAL TRIPS								
	INTERNAL RATE	ADT	AM PEAK		PM PEAK		ADT	AM PEAK		PM PEAK					
			TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	
GAS STATION/FUELING POS	2	67	5	2	2	6	3	3	3,304	238	120	120	271	136	136
CONVENIENCE STORE	32	1,400	127	64	64	100	51	49	2,975	270	135	135	211	108	103
RETAIL LT 570,000 SF	2	103	1	1	0	9	4	5	5,058	62	38	24	442	212	230
INDUSTRIAL -LIGHT SF/AVG	10	51	7	6	1	7	1	6	458	60	53	7	64	8	56
RESTAURANT-FAST FOOD	10	230	0	0	0	15	8	7	2,071	0	0	0	136	71	65
MINI-WAREHOUSE	10	60	3	2	1	6	3	3	454	25	13	12	46	23	23
TOTAL									14,320	655	359	298	1,170	558	613

TABLE 4
PARCEL 34 03D
PASS-BY AND NEW TRIPS - APPROVED PLAN

LAND USE	PASS-BY PERCENT	ADT			AM PEAK			PM PEAK							
		PASS-BY	NEW	TOTAL	PASS-BY	NEW	TOTAL	PASS-BY	NEW	TOTAL					
					ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT			
GAS STATION/FUELING POS	50	1,652	1,652	119	60	60	119	60	60	136	68	68	136	68	68
CONVENIENCE STORE	61	1,815	1,160	165	82	82	105	53	53	129	66	63	82	42	40
RETAIL LT 570,000 SF	44.3	2,240	2,818	27	17	11	35	21	13	196	94	102	246	118	128
INDUSTRIAL -LIGHT SF/AVG	10	46	412	6	5	1	54	48	6	6	1	6	57	7	50
RESTAURANT-FAST FOOD	49	1,015	1,056	0	0	0	0	0	0	67	35	32	69	36	33
MINI-WAREHOUSE	10	45	409	3	1	1	22	12	11	5	2	2	42	21	21
TOTAL				7,507			335	194	143				632	292	340

TABLE 5
PARCEL 34.03D
TRIP GENERATION - PROPOSED PLAN

LAND USE	SIZE	ADT TRIPS	AM PEAK TRIPS			PM PEAK TRIPS		
			TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
GAS STATION/FUELING POS	20	3,371	243	122	122	277	139	139
CONVENIENCE STORE	5,928	4,375	397	199	199	311	159	152
RETAIL LT 570,000 SF	46,970	4,155	45	28	17	361	173	188
INDUSTRIAL -LIGHT SF/AVG	73,000	509	67	59	8	71	9	62
RESTAURANT-FAST FOOD	4,638	2,301		0	0	151	79	72
MINI-WAREHOUSE	201,600	504	28	15	13	52	26	26
WAREHOUSING	44,500	158	13	10	3	14	4	11
TOTAL TRIPS:	376,656	15,373	793	433	360	1,237	587	650

TABLE 6
PARCEL 34.03D
INTERNAL/EXTERNAL TRIPS - PROPOSED PLAN

LAND USE	INTERNAL RATE	INTERNAL TRIPS								EXTERNAL TRIPS							
		AM PEAK				PM PEAK				AM PEAK				PM PEAK			
		ADT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	ADT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT		
GAS STATION/FUELING POS	2	67	5	2	2	6	3	3	3,304	238	120	120	271	136	136		
CONVENIENCE STORE	32	1,400	127	64	64	100	51	49	2,975	270	135	135	211	108	103		
RETAIL LT 570,000 SF	2	83	1	1	0	7	3	4	4,072	44	27	17	354	170	184		
INDUSTRIAL -LIGHT SF/AVG	10	51	7	6	1	7	1	6	458	60	53	7	64	8	56		
RESTAURANT-FAST FOOD	10	230	0	0	0	15	8	7	2,071	0	0	0	136	71	65		
MINI-WAREHOUSE	10	50	3	2	1	6	3	3	454	25	13	12	46	23	23		
WAREHOUSING	10	16	1	1	0	1	0	1	142	12	9	3	13	4	10		
TOTAL:									13,476	649	357	294	1,095	520	577		

TABLE 7
PARCEL 34.03D
PASS-BY AND NEW TRIPS - PROPOSED PLAN

LAND USE	PASS-BY PERCENT	ADT			AM PEAK						PM PEAK					
		PASS-BY	NEW	TOTAL	PASS-BY			NEW			PASS-BY			NEW		
		ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	
GAS STATION/FUELING POS	50	1,652	1,652	119	60	60	119	60	60	136	68	68	136	68	68	
CONVENIENCE STORE	61	1,815	1,160	165	82	82	105	53	53	129	66	63	82	42	40	
RETAIL LT 570,000 SF	47.4	1,929	2,143	21	13	8	23	14	9	168	81	87	186	89	97	
INDUSTRIAL -LIGHT SF/AVG	10	46	412	6	5	1	54	48	6	6	1	6	57	7	50	
RESTAURANT-FAST FOOD	49	1,015	1,056	0	0	0	0	0	0	67	35	32	69	36	33	
MINI-WAREHOUSE	10	45	409	3	1	1	22	12	11	5	2	2	42	21	21	
WAREHOUSING	10	14	128	1	1	0	11	8	3	1	0	1	13	4	9	
TOTAL:			6,960				334	194	142				585	267	318	
APPROVED TRIPS:			7,507				335	194	143				632	292	340	
INCREASE/(DECREASE):			(547)				(1)	(0)	(2)				(47)	(25)	(22)	

CUSTARD QUEENS LIC
P.O. BOX 1478
MARION, INDIANA 46952

January 9, 2016

Yvonne Ziel, Traffic Consultant

Yvonne.Ziel@indiana.gov

RE: CULVER'S AT TOWN OF LAKE PARK – HOURS OF OPERATION – CUSTARD
QUEENS LIC

Dear Ms. Ziel:

We are proposing a 4,638 square foot Culver's Restaurant to be located on the east side of Congress Avenue in the Town of Lake Park. The operating hours of this new facility will be from 10:00 am to 11:00 pm 7 days of the week.

Should you have any additional questions, please feel free to contact me at 765-206-0050.

Sincerely,

Custard Queens LIC


James Swan

AND, except for the exceptions herein set forth, grantor hereby covenants with grantee that at the time of delivery of this Deed, the Land and other rights, title and interests herein conveyed are free from all encumbrances made by grantor and warrants and will defend the title to the Land, and all other rights, title and interests herein conveyed, against the lawful claims of grantor and all persons claiming by, through or under grantor, but against none other whatsoever.

IN WITNESS WHEREOF, grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

COMMUNITIES FINANCE COMPANY, LLC, a Delaware limited liability company

[Signature]
Print Name: Stephen Kussner

By: [Signature]
Name: Paul Angelo
Title: Vice-President

[Signature]
Print Name: Diana K. Brady

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of March, 2001, by Paul Angelo, the Vice-President of COMMUNITIES FINANCE COMPANY, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.



Maryann Nanco
MY COMMISSION # CC945596 EXPIRES
September 8, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
NOTARY PUBLIC
Print Name: _____
Serial No. _____
My Commission Expires: _____

EXHIBIT "A"**Parcel 34.03C (Southerly portion)**

A parcel of land located in the Northeast one-quarter (NE 1/4) of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Bounded on the North by a line 62.00 feet South of and parallel with the North line of the Northeast one-quarter (NE 1/4) of said Section 19; bounded on the East by the East line of the Northeast one-quarter (NE 1/4) of said Section 19; bounded on the South by the North right of way line for Water Tower Road as recorded in Official Records Book 10739, page 6, public records of Palm Beach County, Florida; bounded on the West by the East right of way line for Congress Avenue as recorded in Official Records Book 10739, page 6, public records of Palm Beach County, Florida.

LESS AND EXCEPT the following described parcel:

A parcel of land lying in the Northeast quarter of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 19; thence South 01°19'36" West along the East line of the Northeast quarter of said Section 19 (the East line of the Northeast quarter of said Section 19 is assumed to bear South 01°19'36" West and all other bearings stated herein are relative thereto) a distance of 62.00 feet to a point on the South right of way line of Northlake Boulevard as described in Official Records Book 10739, page 6, public records of Palm Beach County, Florida, and the Point of Beginning of the hereinafter described parcel; thence continue South 01°19'36" West along the East line of the Northeast quarter of said Section 19 a distance of 1670.94 feet to a point of intersection with the Easterly prolongation of the South line of a drainage easement described in Official Records Book 10644, page 987, public records of Palm Beach County, Florida; thence departing said Section line and along said Easterly prolongation North 80°09'39" West a distance of 572.48 feet to a point on the East right of way line of Congress Avenue as described in Official Records Book 10739, page 6, public records of Palm Beach County, Florida; said point lying on a curve concave to the West, having a radius of 8,764.37 feet, a central angle of 05°05'48" and a radial bearing of North 81°31'35" West; thence Northerly along the arc of said curve and said East right of way line a distance of 771.63 feet to a point on a non-tangent line; thence North 03°53'23" East along said East right of way line a distance of 227.02 feet to the point of curvature of a non-tangent curve concave to the West, having a radius of 8,679.37 feet, a central angle of 00°50'05" and a radial bearing of North 88°07'17" West; thence Northerly along the arc of said curve and East right of way line a distance of 126.45 feet to the point of tangency; thence North 01°02'37" East along said East right of way line a distance of 94.63 feet; thence North 12°21'13" East along said East right of way line a distance of 50.99 feet; thence North 01°02'37" East along said East right of way line a distance of 281.03 feet; thence North 46°05'27" East a distance of 56.61 feet to a point on the South right of way line of Northlake Boulevard as described in Official Records Book 10739,

page 6, public records of Palm Beach County, Florida; thence South 88°26'21" East along said South right of way line a distance of 446.12 feet to the Point of Beginning.

Parcels 34.03D and 34.03E

A parcel of land located in the Southeast one-quarter (SE 1/4) of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Bounded on the North by the South right of way line for Water Tower Road as recorded in Official Records Book 10739, page 6, public records of Palm Beach County, Florida; bounded on the East by the East line of the Southeast one-quarter (SE 1/4) of said Section 19; bounded on the South and West by the East right of way line for Congress Avenue and the North right of way line for Silver Beach Road as recorded in Official Records Book 10739, page 6, public records of Palm Beach County, Florida.

Parcel 34.03F

A parcel of land located in the Southeast one-quarter (SE 1/4) of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Bounded on the North by the South right of way line for Investment Lane as recorded in Official Records Book 11007, page 1479 and Official Records Book 10739, page 6, public records of Palm Beach County, Florida; bounded on the East by the West right of way line for Congress Avenue as recorded in Official Records Book 10739, page 6, public records of Palm Beach County, Florida; bounded on the South by the North right of way line for Silver Beach Road as recorded in Plat Book 21, page 3, public records of Palm Beach County, Florida; bounded on the West by the East right of way line for the South Florida Water Management District C-17 Canal as shown on Drawing No. C-17-13, dated September 11, 1979, Sheets 3 and 4 of 6.

Parcel 34.04

The West Eighth (W 1/8) of the Northeast Quarter (NE 1/4) of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM the North 850 feet thereof and the right of way of Burma Road as described in Official Records Book 4839, page 1681.

Together with a parcel of land in the West one-half (W 1/2) of the Northeast Quarter (NE 1/4), and in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the quarter section corner in the North line of said Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida; thence on a bearing of South 88°26'50" East along said North line of Section 19, a distance of 331.80 feet; thence South 01°31'00" West, a distance of 75 feet to a POINT OF BEGINNING; thence continue South 01°31'00" West, a distance of 2,855.59 feet; thence North 19°21'45" East along the West right of way line of

Central and Southern Florida Flood Control Canal C-17, a distance of 2,875.00 feet; thence North 01°33'10" West along said right of way line, a distance of 118.30 feet, more or less, to a point in the South line of West Lake Park Road; thence North 88°26'50" West along the said South right of way line, a distance of 880.97 feet, more or less, to the POINT OF BEGINNING; LESS AND EXCEPTING THEREFROM parcels of land conveyed in Official Records Book 3796, page 1133 and Official Records Book 2530, at page 1136, public records of Palm Beach County, Florida.

Parcels 34.06A and 34.06B

A parcel of land located in the Northeast one-quarter (NE 1/4) of Section 30, Township 42 South, Range 43 East, and being more particularly described as follows:

Being all of the Northeast quarter (NE 1/4) of said Section 30, lying West of the West right of way line for Congress Avenue as recorded in Official Records Book 10644, page 963, public records of Palm Beach County, Florida, less the North 75 feet thereof.

Parcel 34.07

A parcel of land located in the Northeast one-quarter (NE 1/4) of Section 30, Township 42 South, Range 43 East, and being more particularly described as follows:

All of the Northeast quarter (NE 1/4) of said Section 30, lying East of the East right of way line for Congress Avenue as recorded in Official Records Book 10644, page 963, public records of Palm Beach County, Florida, and lying North of a line 700 feet North of and parallel with the South line of the North three-quarters (N 3/4) of the Northeast one-quarter (NE 1/4) of said Section 30. LESS the North 75 feet thereof and LESS the East 50 feet thereof.

Parcel 34.09

A parcel of land located in the Northeast one-quarter (NE 1/4) of Section 30, Township 42 South, Range 43 East, and being more particularly described as follows:

Being all of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of said Section 30 lying East of the East right of way line for Congress Avenue as recorded in Official Records Book 10644, Page 963 of the Public Records of Palm Beach County, Florida. Less the East 50 feet thereof and also less the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of said Section 30 and also less the North 620 feet of the South 700 feet of the North three quarters (N 3/4) of the East one quarter (E 1/4) of the Northeast quarter (NE 1/4) of said Section 30.

Parcel 43.15

Tracts A through H, inclusive, NORTHLAKE BUSINESS PARK, according to the plat thereof recorded in Plat Book 30, page 93, public records of Palm Beach County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the current year and subsequent years.
2. Persons in possession under existing written, unrecorded leases.
3. Subject to the terms of that certain Declaration of Restrictive Covenants to be recorded by Communities Finance Company, LLC in the Public Records of Palm Beach County, Florida, immediately prior to the recordation of the Special Warranty Deed.
4. State road right of way reservation contained in deed from the Trustees of the Internal Improvement Fund recorded in Deed Book 666, page 101, as partially released by the Quit Claim Deed recorded in Official Records Book 4452, page 1615.
5. Dedication of Easement for Public Utilities granted to Pinner, Inc. recorded in Official Records Book 1806, page 153, together with Drainage Easement granted to the County of Palm Beach recorded in Official Records Book 3831, page 435 and Drainage Easement granted to Crossroads at Northlake Associates recorded in Official Records Book 4906, page 1603.
6. Terms and provisions of Addendum to Assignment and Assumption Agreement between Seacoast Utility Authority and John D. and Catherine T. MacArthur Foundation recorded in Official Records Book 6002, page 76, together with Utility Easement granted to Seacoast Utility Authority recorded in Official Records Book 6618, page 537.
7. Matters shown on the survey of Lidberg Land Surveying, Inc., Job No. 98-108(101).
8. Notwithstanding any provision in the Special Warranty Deed to the contrary, title is not warranted to those portions of the land lying within the rights of way of East Road, Middle Road and West Road, dedicated by the plat of Silver Beach Gardens recorded in Plat Book 21, page 3.
9. Matters disclosed by the map of Congress Avenue Extension, recorded in Road Plat Book 4, page 150.
10. Terms, provisions and easements contained in Drainage Easement Agreement between John E. Corbally, et al. and the Town of Lake Park, recorded in Official Records Book 5931, page 1544.
11. Easement granted to Florida Power & Light Company recorded in Official Records Book 575, Page 538.

12. Terms and provisions of unrecorded Lease with L & D Nursery, Inc., as evidenced by and affected by the Notice of Permit with South Florida Water Management District recorded in Official Records Book 10281, page 1251.
13. Embankment Easements granted to Palm Beach County recorded in Official Records Book 10644, page 1005, Official Records Book 10644, page 1010, Official Record Book 10644, Page 1017, Official Records Book 10518, page 1052, Official Records Book 10644, page 1033, Official Records Book 10644, page 1038, Official Records Book 10644, page 1043, Official Records Book 10644, page 1049, Official Records Book 10644, page 1056, Official Records Book 10644, page 1061, Official Records Book 10644, page 1073, Official Records Book 10644, page 1078, Official Records Book 10738, page 1993, Official Records Book 10739, page 28, and Official Records Book 10479, page 1215.
14. Drainage Easements granted to Palm Beach County recorded in Official Records Book 10644, page 982 and Official Records Book 10644, page 987.
15. Temporary Construction Easement granted to Palm Beach County recorded in Official Records Book 10789, page 395.
16. Matters shown on the survey of Lidberg Land Surveying, Inc. Job No. 98-187(101).
17. Matters shown on the survey of Lidberg Land Surveying, Inc., Job No. 98-188(101A).
18. Matters set forth on the Plat of Northlake Business Park, recorded in Plat Book 30, page 93.
19. Restrictions and covenants contained in the Declaration of Restrictions recorded in Official Records Book 2259, page 1868.
20. Any right, title or interest Seacoast Utility Authority may claim in Parcel 43.15 by virtue of the Assignment and Assumption Agreements recorded in Official Records Book 6002, page 62 and Official Records Book 6007, page 1275.
21. Matters shown on the surveys of Shalloway, Foy, Rayman & Newell, Inc., Job No. 98528.00 and Job No. 98527.
22. The right of ingress and egress to the subject lands is limited by the provisions of the Special Warranty Deed recorded in Official Records Book 921, page 467.
23. Easement for public utilities granted to North Palm Beach Utilities, Inc. by Dedication recorded in Official Records Book 1868, page 935, as assigned to John D. and Catherine T. MacArthur Foundation in Official Records Book 5542, page 1399, and further assigned to Seacoast Utility Authority in Official Records Book 6002, page 62 and Official Records Book 6007, page 1275.

24. Any right, title or interest North Palm Beach Properties, Inc. may claim in Parcel 43.15 by virtue of the Special Warranty Deed recorded in Official Records Book 1863, page 591.

25. Easement for water and sewer utility purposes granted to Seacoast Utility Authority recorded in Official Records Book 11740, page 1747.

26. Drainage Easement granted to K Industries, Inc. recorded in Official Records Book 12077, page 1574

27. Compensating Water Storage Easement to be recorded in the Public Records of Palm Beach County, Florida.



April 12, 2018

**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

Ms. Nadia Di Tommaso
Director of Community Development
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**RE: Congress Business Park – Parcel 34.03D - Warehouse
Project #: 180404
Traffic Performance Standards Review**

Dear Ms. Di Tommaso:

The Palm Beach County Traffic Division has reviewed the **Congress Business Park – Parcel 34.03D - Warehouse** traffic equivalency dated July 17, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Town of Lake Park
Location:	NE corner Congress Avenue and Park Avenue
PCN #:	36-43-42-19-25-002-0000; 36-43-42-19-26-001-0020; 36-43-42-19-26-008-0000; 36-43-42-19-25-006-0000; 36-43-42-19-26-001-0010; 36-43-42-19-26-007-0000
Access:	Two access driveway connections to Park Avenue and two right-in/right-out access driveway connections to Congress Avenue and two access driveway connections to Water Tower Road (Developer proposed, does not imply approval by the County through this TPS letter)
Approved Uses:	Gas Station with 20 FP; 5,928 SF Convenience Store; 65,555 SF Retail; 73,000 SF Light Industrial, 4,638 SF Fast Food Restaurant w/DT, and 201,600 Mini Warehouse
Proposed Uses:	Gas Station with 20 FP; 5,928 SF Convenience Store; 46,970 SF Retail; 73,000 SF Light Industrial, 201,600 SF Mini-Warehouse Facility and 4,638 SF Fast Food Restaurant W/DT, 44,500 SF Warehouse
New Daily Trips:	-547
New Peak Hour Trips:	-1 (0/-1) AM; -47 (-25/-22) PM
Build-out:	December 31, 2018

Based on our review, the Traffic Division has determined the proposed development will not generate additional peak hour trips as compared to that of the already approved project. Therefore, it meets the Traffic Performance Standards of Palm Beach County.

It should be noted that an additional condition of approval (if not already in the Town's Development Order) must be added that shall prohibit the operation of the Fast Food Restaurant w/DT before 10 AM on weekdays.

*"An Equal Opportunity
Affirmative Action Employer"*



Ms. Nadia Di Tommaso
April 12, 2018
Page 2

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication. For any proposed driveway on County maintained roadways, the Developer is strongly urged to consult County's Traffic Division, Land Development Division, and Roadway Production Division before a site plan is submitted to the Town.

No building permits are to be issued by the Town after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

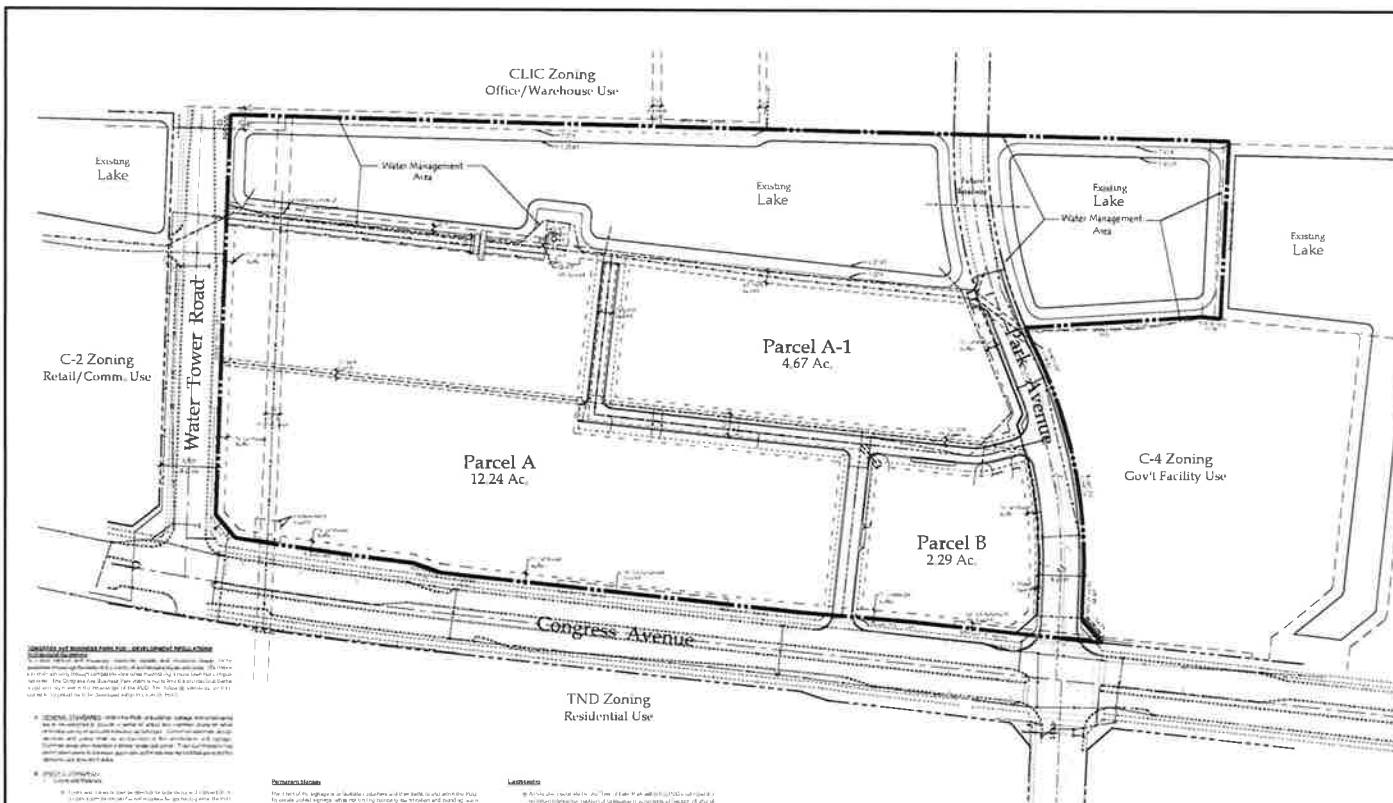
Sincerely,

Quazi Bari, P.E.
Senior Professional Engineer
Traffic Division

QB:bc

ec: Yvonne Ziel, PE, Yvonne Ziel Traffic Consultants
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\MMT\MUNICIPALITIES\APPROVALS\2018\180404 - CONGRESS BUSINESS PARK - PARCEL 34.03D - WAREHOUSE.DOC



Site Data

Total Site Area	30.13 Ac.
Water Mgmt. Area	9.45 Ac.
Parcel A	2.29 Ac.
Parcel B	4.67 Ac.
Parcel C	12.24 Ac.
Park Ave. ROW	1.48 Ac.
Max. Bldg. Ht.	50 Feet (4 Stories)
Min. Open Space Req'd	15%
Building Setbacks	
Congress Ave.	25' Min.
Water Tower Rd.	15' Min.
Park Ave.	15' Min.

ORIGINAL MASTER PUD PLAN AS APPROVED

This site has been subdivided and most recent Master Plan with improvements will be presented for review at the Town Commission meeting.

Specialty use provisions for environmental mitigation

1. The applicant shall provide a detailed site plan showing the location and extent of all existing and proposed wetlands, water bodies, and other natural resources. The applicant shall also provide a detailed description of the proposed mitigation measures to be implemented to offset the impacts of the proposed development on these resources.

2. The applicant shall provide a detailed site plan showing the location and extent of all existing and proposed wetlands, water bodies, and other natural resources. The applicant shall also provide a detailed description of the proposed mitigation measures to be implemented to offset the impacts of the proposed development on these resources.

3. The applicant shall provide a detailed site plan showing the location and extent of all existing and proposed wetlands, water bodies, and other natural resources. The applicant shall also provide a detailed description of the proposed mitigation measures to be implemented to offset the impacts of the proposed development on these resources.

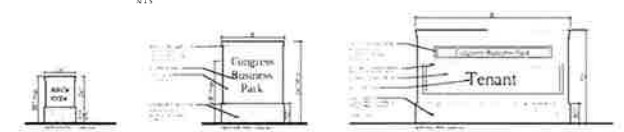
Designation

Designation	Area	Notes
Parcel A	12.24 Ac.	...
Parcel A-1	4.67 Ac.	...
Parcel B	2.29 Ac.	...

Landmarks

- 1. The applicant shall provide a detailed site plan showing the location and extent of all existing and proposed wetlands, water bodies, and other natural resources. The applicant shall also provide a detailed description of the proposed mitigation measures to be implemented to offset the impacts of the proposed development on these resources.
- 2. The applicant shall provide a detailed site plan showing the location and extent of all existing and proposed wetlands, water bodies, and other natural resources. The applicant shall also provide a detailed description of the proposed mitigation measures to be implemented to offset the impacts of the proposed development on these resources.
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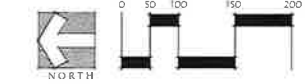
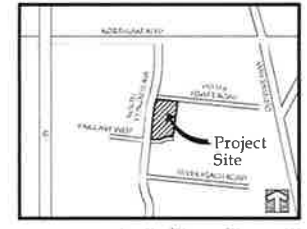
Signage Details



Directional Signage Parcel Signage Project Monument Signage (Copy Design Area To Vary As It May Reflect Up To One Business With Project Identification)

- Notes:**
1. Final Signage Design May Be Provided With Individual Site Plan Applications
 2. Registered / Trademarked Logos, Colors And Designs Shall Be Permitted
 3. Colors, Materials, Architectural Accents To Match Building Architecture

Location Map



Gentle Glas Holloway O'Mahoney & Associates, Inc.
 Landscape Architects, Planners and Environmental Consultants
 1907 Cummerby Lane
 Suite 200
 Lakeland, Florida 33843
 888.875.4537
 813.725.1464
 www.ggho.com

Congress Business Park P.U.D.
 Lake Park, Florida

Designed:	LTH
Drawn:	LTH
Approved/Checked:	MTM, EOD
Date:	11/19/16
Job no.:	13-0914
Revisions:	02/17/17
	04/22/17
	09/14/18

Client: CADD

Site:
 Date:
 Master PUD Development Plan

Scale: 1" = 100'

Sheet No. **M-1**
 13-0914

Congress PUD

Proposed Office / Warehouse



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



ENTRANCE ELEVATION



NORTH WEST CORNER

Already Approved



SOUTH ELEVATION



Notification of Public Meetings

March 23, 2018

Dear Property Owner:

You are receiving this notice of public meetings because you are the legal owner of record for property that is located within 300 feet of the subject property discussed in this correspondence. The public meetings listed herein are being held to hear the following development applications described below.

Should you wish to attend the meetings to comment on the application please take note of the date, time and location. If you do not wish to attend the meetings you may disregard this notice.

AGENDA ITEM

Gentile Glas Holloway O'Mahoney & Associates, Inc. as agent for the applicant is submitting a Site Plan Application for review and approval of the final parcels located within the Congress Business Park Planned Unit Development (PUD) located on the southeast corner of Congress Avenue and Watertower Road in the Town of Lake Park, Florida. The overall acreage of the two (2) parcels is 7.485 acres of land (PCN: 36434219260080000 and 36434219260010010). Along with the Site Plan Application, a Special Exception Application is also being requested to allow an office/warehouse use consisting of warehouse with accessory office space (flex space) units on the subject site. The Site Plan for the proposed office/warehouse use consists of 4.487 acres with a proposed 44,500 square foot Office/Warehouse building on Parcel H1 of the Congress Business Park PUD and a Future Phase II on Parcel A1 that will consist of 22,500 square feet of retail/restaurant development on the remaining 2.998 acres, which will require a separate site plan approval. A waiver request to Town Code Section 24-76 for a 0.5 foot reduction (12 feet to 11.5 feet) to the dumpster enclosure opening dimension is also being requested as part of the Office/Warehouse proposal. Consistent with the overall PUD, the subject site has a land use designation of Commercial/Light Industrial with a PUD and underlying C2 Zoning District and regulating master plan.

PUBLIC HEARINGS

MEETING: PLANNING AND ZONING BOARD
LOCATION: 535 PARK AVENUE, COMMISSION CHAMBERS
LAKE PARK, FL 33403
DATE: MONDAY, APRIL 2, 2018
TIME: 6:30 P.M.



Community
Development
Department

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov

Sent via certified mail



Community
Development
Department

MEETING: TOWN COMMISSION (QUASI-JUDICIAL)
LOCATION: 535 PARK AVENUE, COMMISSION CHAMBERS
LAKE PARK, FL 33403
DATE: WEDNESDAY, MAY 2, 2018
TIME: 6:30 P.M.

Should you wish to review any of the documents associated with the application, or if you have further questions about the application please visit the Community Development Department at 535 Park Avenue, Lake Park, FL 33403 or contact Nadia Di Tommaso at 561-881-3319 or nditommaso@lakeparkflorida.gov.

LOCATION MAP



535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov

NOTICE OF PUBLIC HEARINGS

Town of Lake Park

Please take notice and be advised that the Planning & Zoning Board of the Town of Lake Park will hold a public hearing on **Monday, April 2, 2018, at 6:30 p.m., or as soon thereafter as can be heard** to hear the following application that will also be heard by the Town Commission of the Town of Lake Park as a quasi-judicial public hearing item on the date specified below. All meetings will be held in the Lake Park Town Hall Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida. Records related to these items may be inspected at the Community Development Department located in Town Hall at the address listed herein. The application is as follows:

Gentile Glas Holloway O'Mahoney & Associates, Inc. as agent for the applicant is submitting a Site Plan Application for review and approval of the final parcels located within the Congress Business Park Planned Unit Development (PUD) located on the southeast corner of Congress Avenue and Watertower Road in the Town of Lake Park, Florida. The overall acreage of the two (2) parcels is 7.485 acres of land (PCN: 36434219260080000 and 36434219260010010). Along with the Site Plan Application, a Special Exception Application is also being requested to allow an office/warehouse use consisting of warehouse with accessory office space (flex space) units on the subject site. The Site Plan for the proposed office/warehouse use consists of 4.487 acres with a proposed 44,500 square foot Office/Warehouse building on Parcel H1 of the Congress Business Park PUD and a Future Phase II on Parcel A1 that will consist of a 22,500 square feet of retail/restaurant development on the remaining 2.998 acres, which will require a separate site plan approval. A waiver request to Town Code Section 24-76 for a 0.5 foot reduction (12 feet to 11.5 feet) to the dumpster enclosure opening dimension is also being requested as part of the Office/Warehouse proposal. Consistent with the overall PUD, the subject site has a land use designation of Commercial/Light Industrial with a PUD and underlying C2 Zoning District and regulating master plan.

Following the Planning & Zoning Board meeting hereinabove mentioned, the Town Commission will consider this application at their meeting of **Wednesday, May 2, 2018 at 6:30 p.m., or as soon thereafter as can be heard.**

If a person decides to appeal any decision made by the Planning and Zoning Board or 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.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, March 23, 2018

Exhibit "C"

Congress Business Park Office Warehouse

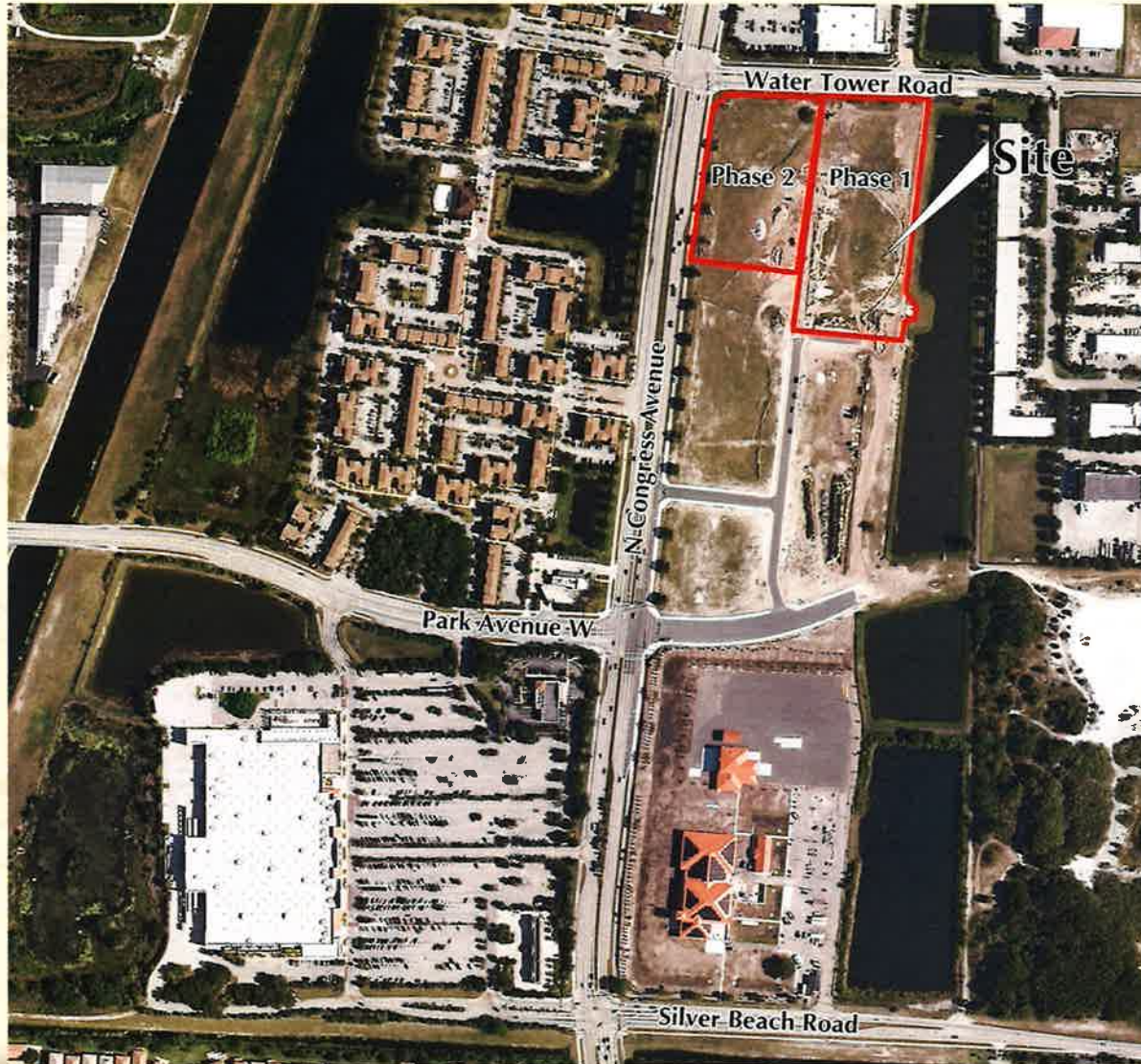


**Town of Lake Park
Commission Meeting
May 2, 2018**



GENTILE GLAS
HOLLOWAY
O'MAHONEY

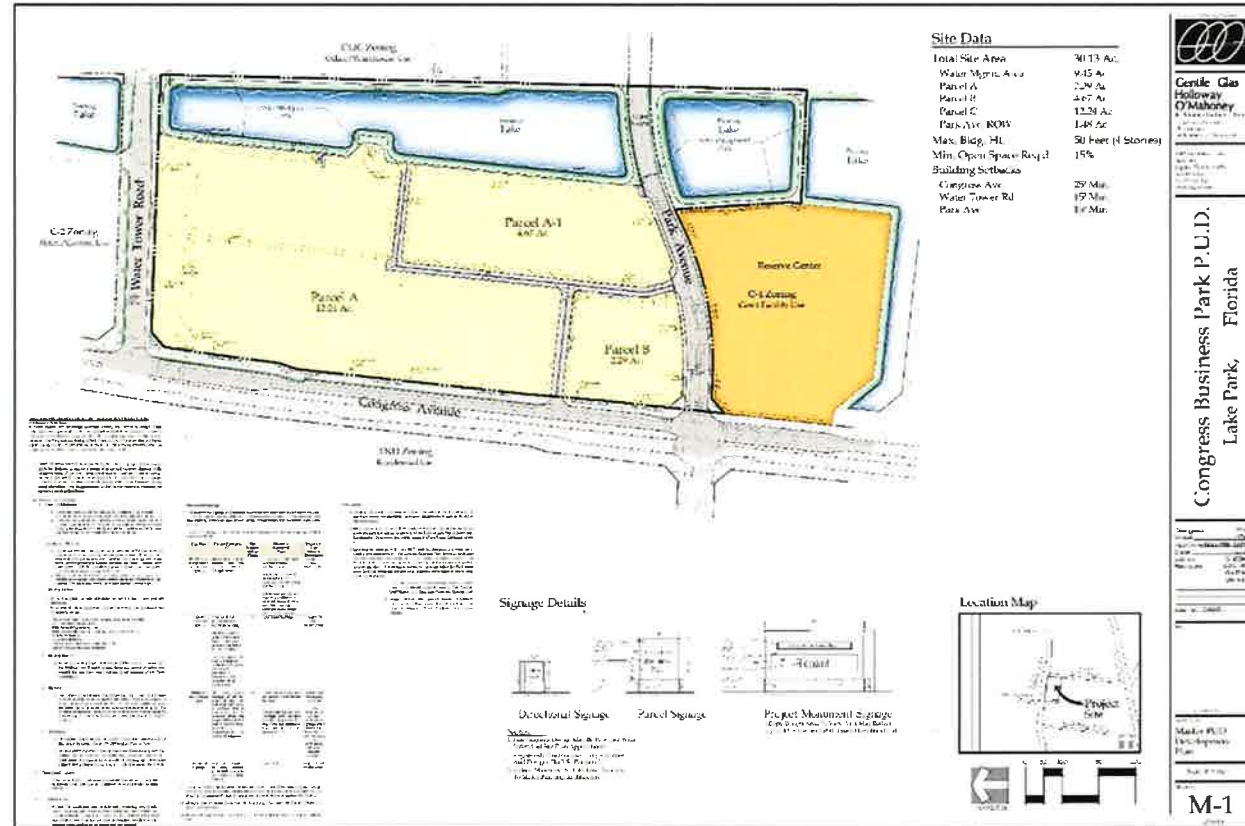
Aerial



GENTILE GLAS
HOLLOWAY
O'MAHONEY

History of Approvals

- PUD APPROVAL**
 June 8, 2014 –
 Resolution No.
 16-16-14
 approved a PUD
 Master Plan for
 the vacant 28.66
 acre site. Along
 with the Master
 PUD Landscape
 Plan



History of Approvals

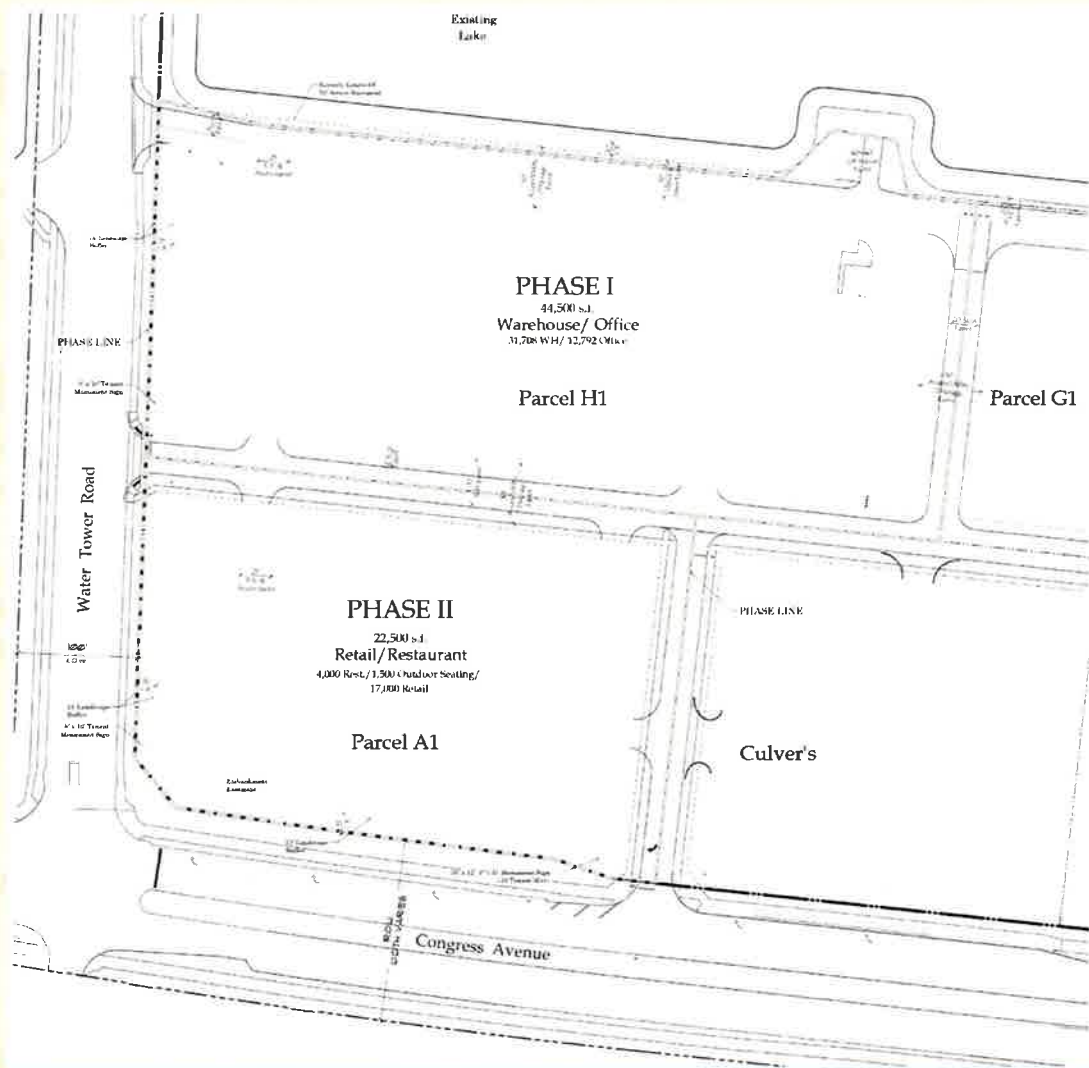
- ALDI October 1, 2014 – Resolution 33-10-14 approved the Aldi Food Market Site Plan on Tract F of the Congress Business Park PUD;
- RACETRAC March 4, 2015 – Resolution 07-0301 approved the RaceTrac Gasoline Station with a convenience store site plan and Special Exception Use on Tract B of Congress Business Park PUD;
- SPACEBOX August 22, 2016 – Resolution approved Spacebox, a 201,600 square feet of self-storage within Tract G1 of Congress Business Park PUD.
- CULVERS October 18, 2017 – Resolution approved Culvers, a 4,638sf fast casual restaurant along Congress Avenue.
- AUTOZONE December 6, 2017 – Resolution 98-12-17, a Retail store of 7,372sf along Congress Avenue.



Master Site Plan

Phase I
44,500 sf.
Office Warehouse

Phase II
22,500sf
Retail (17,000 sf)
Restaurant (5,500sf)



GENTILE GLAS
HOLLOWAY
O'MAHONEY

Proposal

- Site Plan with the approved PUD to allow a 44,500 sq. ft. Office Warehouse (31,708 sq. ft. warehouse and 12,792 sq.ft. office space);
- Waiver Request for the dumpster placement inside dimension of surface.



Site Plan- Phase I

**OFFICE
WAREHOUSE
44,500 sf.**

Open Space
Required: 15%
Open Space
Provided: 18.7%

Parking Required
93 sp.
Parking Provided
93 sp.

Waivers:

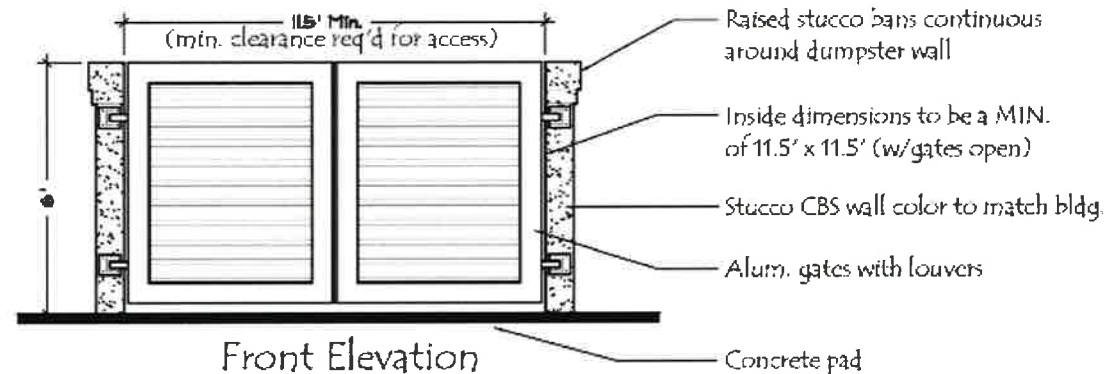
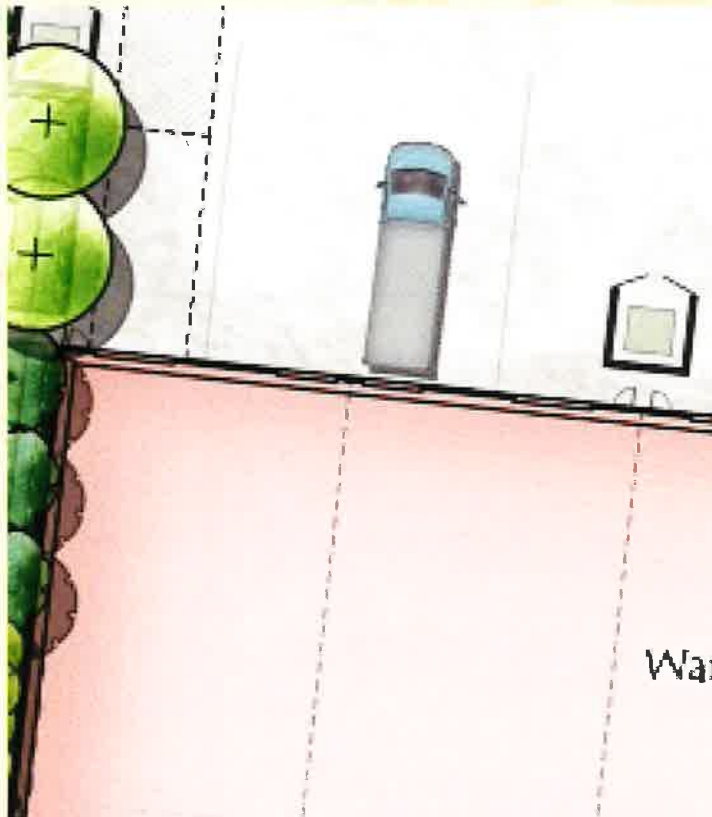
1. Dumpster Configuration-
inside
dimension



GENTILE GLAS
HOLLOWAY
O'MAHONEY

Waiver Request

Waiver Request for the
dumpster placement inside
dimension of surface –
Required 12'
Proposed – 11.5'



Dumpster Enclosure Detail

REFER TO STRUCTURALS DETAILS FOR
FINAL CONSTRUCTION DETAILS.

NTA



GENTILE GLAS
HOLLOWAY
O'MAHOONEY

Architecture



West Elevation along Congress Avenue



GENTILE GLAS
HOLLOWAY
O'MAHONEY

Architecture



Northwest Elevation



GENTILE GLAS
HOLLOWAY
O'MAHONEY

Architecture



ENTRANCE ELEVATION



MAIN ENTRANCE VIEW



Materials Board



MAIN COLOR - SW 7005- PURE WHITE



MAIN COLOR - SW 7005-SAMOVAR SILVER



MAIN COLOR - SW 7615 SEA SERPENT



ALUMINUM ENTRANCE CANOPY



SUN SHADE OVER WINDOWS



LOADING AREA CANOPY



ANODIZED ALUMINUM STOREFRONT SYSTEM



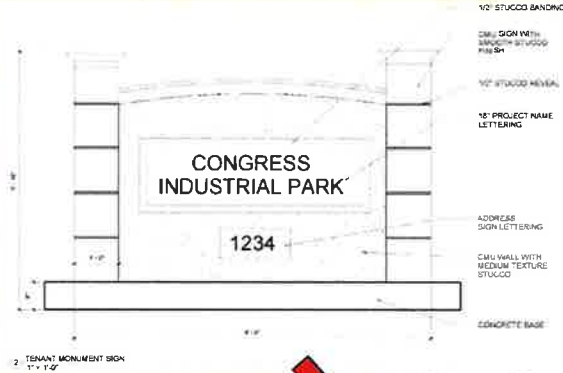
ANODIZED ALUMINUM STOREFRONT WINDOW



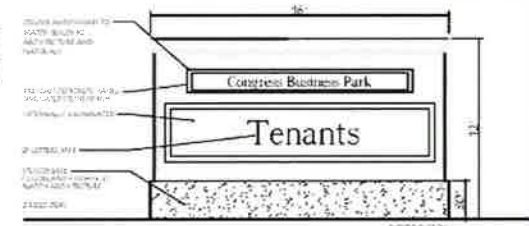
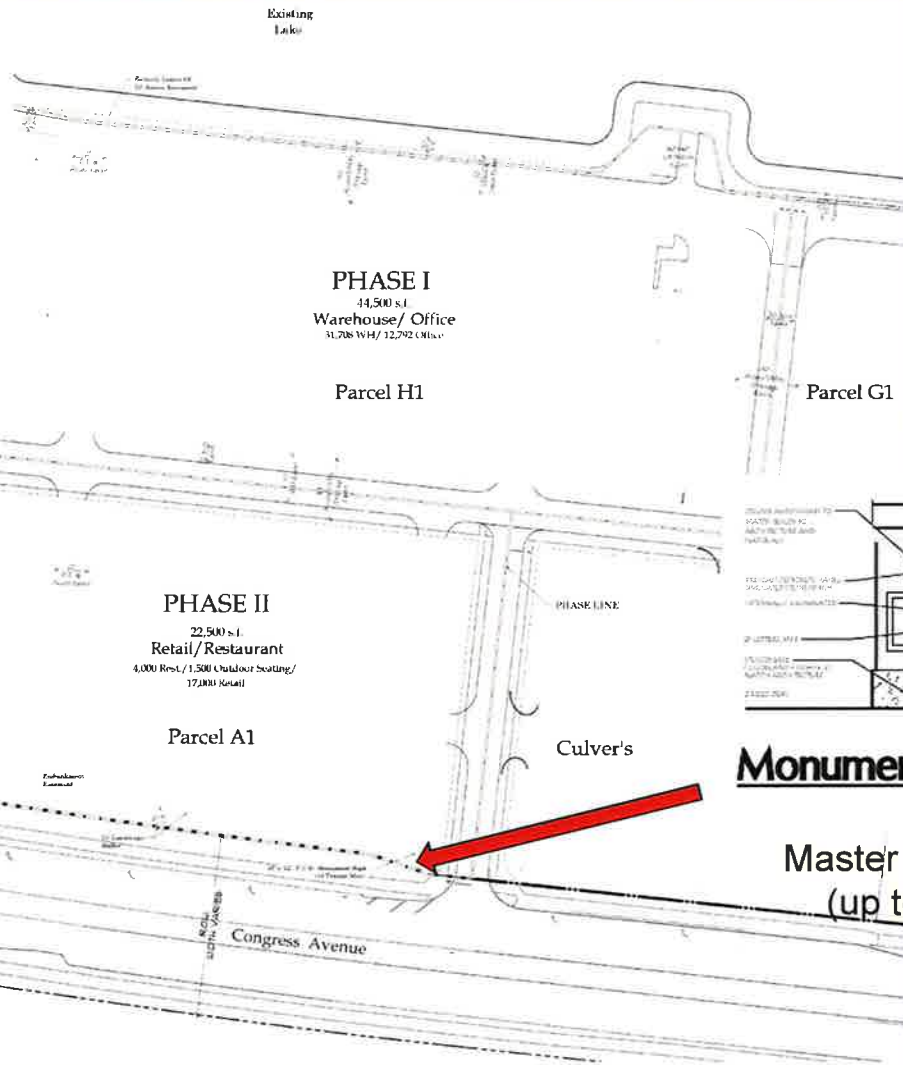
GENTILE GLAS
HOLLOWAY
O'MAHONEY



Signage



2 TENANT MONUMENT SIGN
11' x 12'



Monument Signage Detail
N.T.S.

Master Monument sign
(up to 10 tenants)

Staff Recommendation

- Staff is recommending approval for a proposed 44,500 sq. foot office/warehouse building on Parcel H1 with 18 Conditions of Approval.
- PZ recommendation 5-0.
- Applicant would like to discuss condition 17



Thank you



GENTILE GLAS
HOLLOWAY
O'MAHONEY

Exhibit "D"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 2, 2018

Agenda Item No. Tab 10

Agenda Title: Interlocal Agreements for Lake Park Fiber Optic Installation and Services for Lambda Rail with Palm Beach County Information System Services (ISS)

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

Approved by Town Manager [Signature] Date: 4-18-18

Hoa Hoang, Chief Information Technology Officer

Name/Title

Table with 3 columns: Originating Department (Information Technology), Costs (\$78,183.50), Attachments (Palm Beach County Interlocal Agreement and Exhibit A), Advertised (Not Required), and notification status.

Summary Explanation/Background:

The Town of Lake Park has an opportunity to enter into an Interlocal Agreement with Palm Beach County for the installation of the Fiber-Optic lines so that we may connect to the Lambda Rail service.

The Interlocal Agreement with Palm Beach County would also provide Information Systems Services (ISS) Network Services, which outlines each of the responsibilities of the County and the Town. These services would serve Town Hall, Lake Park Public Library, and Public Works. The Town would use Palm Beach County One-Cent Sales Tax funds to cover the expense.

The Fiber Optic Installation Services would be \$78,183.50 with an annual fee of \$10,500. The Interlocal Agreement and Exhibit A – Palm Beach County Information System Services Network Services are attached.

Recommended Motion:

I move to approve Resolution 24-05-18.

RESOLUTION NO. 24-05-18

A RESOLUTION OF THE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND TO INSTALL FIBER OPTIC LAMDARAIL FROM LAKE PARK FIRE STATION 68 TO THE TOWN'S PUBLIC WORKS FACILITY, AND ITS TOWN HALL AND LIBRARY BUILDINGS AND ALSO CONNECTING THE FIBER OPTIC LAMDARAIL TO THE PBSO STATION AND THE COMMUNICATION TOWER AT THE TOWN HALL TO ENABLE THE TOWN TO CONNECT TO THE LAMDARAIL SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Part I of Chapter 163, Florida Statute permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town and the County have recognized the need for the Town to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, the Town desires Palm Beach County to provide information technology network services and relocate the County Fiber Optic lines from the Fire

Station 68 to the Town's Public Works facility, Town Hall, Library and to connect the fiber optic lines to the PBSO station and to run it to the Communications Tower at the Town Hall property; and

WHEREAS, the Town and the County desire to enter into this interlocal agreement to provide for the joint use of IT assets and to establish policies for their use by each local governments.

WHEREAS, the Town and the County desire to enter into an Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", to establish Information Systems Services (ISS) Network Services which would serve the Town's Town Hall, Library and Public Works buildings; and

WHEREAS, the cost of the Fiber Optic Installation Services would be \$78,183.50 with an annual fee of \$10,500. The Town's funding source for the Project is Palm Beach County One-Cent Sales Tax Funds.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Interlocal agreement between the Town of Lake Park and Palm Beach County, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this _____ day of _____, 2018, by and between the Town of Lake Park (“Town”) and Palm Beach County (“County”) a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town and the County have recognized the need for the Town to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the Town and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 **Purpose**

The purpose of this Agreement is to provide IT services to the Town for the purposes described in the attached Exhibit A.

Section 2 **Approval**

The County approves of the Town's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

Section 3 **Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the Town by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the County and the Town in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 **Term**

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 **Resale of IT Services**

The Town shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 **Termination for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

The Town and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

governing bodies of both the Town and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 11 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Town of Lake Park
John O. D'Agostino, Town Manager
535 Park Avenue,
Lake Park, FL 33403
(Telephone: 561-881-3304)

With a copy to: Thomas J. Baird, Town Attorney
4741 Military Trail Suite 200
Jupiter, FL 33458
(Telephone: 561-650-8233)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Steve Bordelon, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 12 Entire Agreement

This Agreement represents the entire agreement between the Town and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both parties. This Agreement shall be binding upon the Town and the County and their respective successors and assigns.

Section 13 Filing

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

Section 14 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

Section 15 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Section 16 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

Section 17 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 18 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 19 Access and Audits

The Town shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Town's place of business.

Section 20 Inspector General

Palm Beach County has established the Office of the 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/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 21 Regulations, Licensing Requirements

The Town shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Town is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Steve Bordelon, CIO, ISS

Town of Lake Park

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Town of Lake Park ("Town") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Town in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both the County and the Town if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The County shall provide the Town with access to the County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The County shall be responsible for the routine, day-to-day management of the County network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The County shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the network which service both County and Town owned facilities. The Town shall maintain that portion of its own network which exclusively serves its facilities.

The County shall monitor bandwidth utilization on any network link between the County and the Town.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

Should the County perform repair and maintenance functions on behalf of the Town, it is with the understanding that the County's responsibility extends only to the Town "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the Town's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Town demarcation point(s). Entrance facilities at Town owned locations from the road to demarcation point belong to the Town, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the County routers installed at the Town. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Town or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting The County to perform maintenance or restoration on Town owned electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of the Town. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The County, as represented by the County, shall own all of its network equipment and assets. The Town shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

Should the Town receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section D: Network Connection

The Town will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The Town shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Town proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Town require the network to be upgraded, the Town shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Town and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Town or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Town. However, should any equipment owned by the Town render any harmful interference to the County's network equipment, the County may disconnect any or all Town owned network connections after informing the Town's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the Town or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the County through the County will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the Town network router connection;

If necessary, security may shut down the Town's entire building feed to protect the networked systems from computer worms and viruses.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. Town Responsibilities will include:

1. all intra-building Network maintenance and security;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for Town owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the Town technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Town.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The Town will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Town owned network property.
8. requesting changes in network equipment attachments services;

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

Requests for changes shall be submitted to ISS CIO, or designee, for action. The Town shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the Town. The Town shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each Town owned building (if required):
 - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
 - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Town's site.
The Town shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of County Network Services

The County will provide the Town with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the Town.

In the event that Network availability is documented by the County and declared by the Town to be less than 99.9% for two (2) consecutive months, the Town shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily

restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the Town's IT support staff. If the Town's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the Town will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Town is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the Town designee as to the time of any planned maintenance, repair, or installation work. However, the Town shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all the County personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the County's representative shall call the Town to report any emergency that requires access to any Town owned facility. The Town shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the Town with a list of authorized the County employees who will carry in their possession badges for identification purposes.

The County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Town owned buildings under the Agreement.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)

Archie Satchell, Deputy Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)

Steve Bordelon, Chief Information Officer of ISS
561-355-2394 (office)
561-386-6239 (cell)

Town Information Services

Hoa Ngoc Hoang, CGCIO, ICMA
Chief Information Technology Officer
561-881-3303 (office)
hhoang@lakeparkflorida.gov

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's network services provided to the Town.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Town's building. The Town will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Town quarterly.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

Town Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	6/1/2018	250Mb	\$61,082.00	\$500	\$75	\$6,900
Public Works 650 Old Dixie Hwy, Lake Park, FL 33403	6/1/2018	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	6/1/2018	50Mb	\$6,347.00	\$150	\$0	\$1,800
TOTALS			\$78,183.50	\$800	\$75	\$10,500

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the Town as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed and labor.

Monthly County Charges – The monthly charge paid by the Town based on the County Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the County this fee to connect the Town to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Town (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the Town.

The County has received approvals from the FLR for the Town to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the County to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, the County agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The County shall submit quarterly invoices to the Town which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the Town in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Town is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Town. The Town agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Network Services.

**PALM BEACH COUNTY
ISS**



Monthly Rate Sheet for Network Services

Bandwidth in Mbps	Transport from Client Remote Site to PBC Data Center	Network Transport Fee	FLR Fee* (Applies to 1st Connection Only for Agencies w/ISP Services)
Small Non-Profit Agencies	N/A	\$50	\$75
50	N/A	\$150	\$75
100	\$50	\$300	\$75
250	\$100	\$500	\$75
500	\$175	\$700	\$75
1000	\$250	\$1,000	\$75
2000	\$400	\$1,250	\$75
4000	\$500	\$1,500	\$75
6000	\$650	\$1,800	\$75
8000	\$800	\$2,100	\$75
10000	\$1,000	\$2,500	\$75

* FLR Fee does not apply for agencies with separate Florida LambdaRail Affiliate Agreement

Effective 4/1/2018



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Town of Lake Park

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN OF LAKE PARK

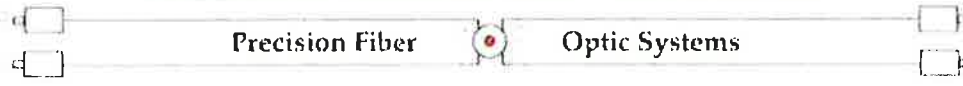
COUNTY ATTORNEY

Name, Title



PRECISION CONTRACTING SERVICES INC.

15834 Guild Court
 Jupiter, Florida 33478
 Phone: 561.743.9737
 Fax: 561.743.0775
 www.pcsfiber.com



To: Town Of Lake Park	Contact: Hoa N Hoang
Address: Lake Park, FL	Phone: (561) 881-3303
	Fax:
Project Name: 15.07.29 Town Of Lake Park City Hall To FS At 10th St	Bid Number: 13-029 LC
Project Location: 15.07.29 Town Of Lake Park City Hall To FS At 10th St, Town Of Lake Park, FL	Bid Date: 7/29/2015
Addendum #: 1,2,3,4	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Labor - Engineering Florida PE Services (Per Hour) - For Signed-Sealed Drawings Or Permits Only	1.00	HR	\$225.00	\$225.00
2	Labor - BICSI RCDD (Per Hour) - Scope-Pricing, Plans & Work Order Constructability Review To Codes & Standards	1.00	HR	\$135.00	\$135.00
4	Labor - Clerical Support Services (Per Hour) - Proposal Site Review & Scope Development, Permit Applications & Related Clerical Activity Not Covered By Specific Pay Item Scope	4.00	HR	\$38.00	\$152.00
8	Labor - Service Trip Charge (Per Service Visit) - Order Processing And Travel Time To Location, One Item Per Service Visit (Work Order/PTS)	1.00	TRIP	\$650.00	\$650.00
16	Conduit - 2" Placed At 36", Hand Trenched, Per Foot (F&I)	1,000.00	LF	\$4.95	\$4,950.00
23	Placement - 2" HDPE Directional Bore, Special Conditions, Per Foot (F&I)	2,000.00	LF	\$18.00	\$36,000.00
29	Detection - Detectable Tracer Wire, Per Foot (F&I)	3,500.00	LF	\$0.35	\$1,225.00
31	Detection - Jet Line, Per Foot (F&I)	3,500.00	LF	\$0.35	\$1,225.00
39	FO Cable - 48F SM Loose Tube Construction, UG Placement, Per Foot (F&I)	5,000.00	LF	\$1.30	\$6,500.00
69	FO Cable - 48F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtaills, Splices, Per Each (F&I)	2.00	EACH	\$2,525.00	\$5,050.00
83	OTDR Test Any Wavelength, One Direction, Bare Fiber, Per Each 1W-1D	48.00	EACH	\$5.00	\$240.00
98	Pull Box - Composition Construction, 24" X 36" X 24" Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	2.00	EACH	\$975.00	\$1,950.00
100	Pull Box - Composition Construction, 17" X 30" X 12", Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	4.00	EACH	\$695.00	\$2,780.00

Total Bid Price: \$61,082.00

Notes:

- Location: Town of Lake Park - From City Hall located at 535 Park Avenue to Fire Station @ 10th and Park Avenue SIDEWALK REPLACEMENT MY BE DONE BY THE TOWN OF LAKE PARK
 PCS quotes the UG and/or Aerial installation, splicing, termination & testing of a 48F SM FO cable as detailed by above scope of work.
- PCS will provide Maintenance of Traffic signs & cones for the immediate work area of their crews as required by the Manual on Uniform Traffic Control Devices (MUTCD).
 Any such requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be handled by Others.
- PCS will comply with PBCo specification for appropriate work order scheduling and response.
 PCS will coordinate work with ISS Staff as well as work order specific Department or Location authorization personnel.

Payment Terms:

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Precision Contracting Services, Inc

Authorized Signature: _____

Estimator: Lynn Bayles
561-743-9737, ext. 7117 lyn@pcsfiber.com



PRECISION CONTRACTING SERVICES INC.

15834 Guild Court
 Jupiter, Florida 33478
 Phone: 561.743.9737
 Fax: 561.743.0775
 www.pcsfiber.com



To:	Town Of Lake Park	Contact:	Hoa N Hoang
Address:	Lake Park, FL	Phone:	(561) 881-3303
		Fax:	
Project Name:	15.07.29 Town Of Lake Park City Hall To Library	Bid Number:	13-029 LC
Project Location:	15.07.29 Town Of Lake Park City Hall To Library, Town Of Lake Park, FL	Bid Date:	7/29/2015
Addendum #:	1,2,3,4		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Labor - Engineering Florida PE Services (Per Hour) - For Signed-Sealed Drawings Or Permits Only	1.00	HR	\$225.00	\$225.00
2	Labor - BICSI RCDD (Per Hour) - Scope-Pricing, Plans & Work Order Constructability Review To Codes & Standards	1.00	HR	\$135.00	\$135.00
4	Labor - Clerical Support Services (Per Hour) - Proposal Site Review & Scope Development, Permit Applications & Related Clerical Activity Not Covered By Specific Pay Item Scope	4.00	HR	\$38.00	\$152.00
6	Labor - Comm. Cable Installer (L/E Per Hour) - Cable Installer Performing Activity Outside Scope Of Pay Items (ex: Locating Existing Paths, ...) FOR LOCATING EXISTING PATHS	24.00	HR	\$75.00	\$1,800.00
8	Labor - Service Trip Charge (Per Service Visit) - Order Processing And Travel Time To Location, One Item Per Service Visit (Work Order/PTS)	1.00	TRIP	\$650.00	\$650.00
29	Detection - Detectable Tracer Wire, Per Foot (F&I)	200.00	LF	\$0.35	\$70.00
31	Detection - Jet Line, Per Foot (F&I)	200.00	LF	\$0.35	\$70.00
37	FO Cable - 24F SM Loose Tube Construction, UG Placement, Per Foot (F&I)	300.00	LF	\$1.25	\$375.00
68	FO Cable - 24F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtails, Splices, Per Each (F&I)	2.00	EACH	\$1,375.00	\$2,750.00
83	OTDR Test Any Wavelength, One Direction, Bare Fiber, Per Each 1W-1D	24.00	EACH	\$5.00	\$120.00
98	Pull Box - Composition Construction, 24" X 36" X 24" Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	0.00	EACH	\$975.00	\$0.00
100	Pull Box - Composition Construction, 17" X 30" X 12", Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	0.00	EACH	\$695.00	\$0.00

Total Bid Price: \$6,347.00

Notes:

- Location: Town of Lake Park - From City Hall located at 535 Park Avenue to Library
 PCS quotes the UG and/or Aerial installation, splicing, termination & testing of a 24F SM FO cable as detailed by above scope of work.
- PCS will provide Maintenance of Traffic signs & cones for the immediate work area of their crews as required by the Manual on Uniform Traffic Control Devices (MUTCD).
 Any such requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be handled by Others.
- PCS will comply with PBCo specification for appropriate work order scheduling and response.
 PCS will coordinate work with ISS Staff as well as work order specific Department or Location authorization personnel.

Payment Terms:

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Precision Contracting Services, Inc

Authorized Signature: _____

Estimator: Lynn Bayles
561-743-9737, ext. 7117 lynn@pcsfiber.com



PRECISION CONTRACTING SERVICES INC.

15834 Guild Court
 Jupiter, Florida 33478
 Phone: 561.743.9737
 Fax: 561.743.0775
 www.pcsfiber.com



To: Town Of Lake Park	Contact: Hoa N Hoang
Address: Lake Park, FL	Phone: (561) 881-3303
	Fax:
Project Name: 15.07.29 Town Of Lake Park FS At 10th St To Public Works	Bid Number: 13-029 LC
Project Location: 15.07.29 Town Of Lake Park FS At 10th St To Public Works, Town Of Lake Park, FL	Bid Date: 7/29/2015
Addendum #: 1,2,3,4	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Labor - Engineering Florida PE Services (Per Hour) - For Signed-Sealed Drawings Or Permits Only	1.00	HR	\$225.00	\$225.00
2	Labor - BICSI RCDD (Per Hour) - Scope-Pricing, Plans & Work Order Constructability Review To Codes & Standards	1.00	HR	\$135.00	\$135.00
4	Labor - Clerical Support Services (Per Hour) - Proposal Site Review & Scope Development, Permit Applications & Related Clerical Activity Not Covered By Specific Pay Item Scope	4.00	HR	\$38.00	\$152.00
6	Labor - Comm. Cable Installer (L/E Per Hour) - Cable Installer Performing Activity Outside Scope Of Pay Items (ex: Locating Existing Paths, ...)	0.00	HR	\$75.00	\$0.00
8	Labor - Service Trip Charge (Per Service Visit) - Order Processing And Travel Time To Location, One Item Per Service Visit (Work Order/PTS)	1.00	TRIP	\$650.00	\$650.00
16	Conduit - 2" Placed At 36", Hand Trenched, Per Foot (F&I)	100.00	LF	\$4.95	\$495.00
23	Placement - 2" HDPE Directional Bore, Special Conditions, Per Foot (F&I)	0.00	LF	\$18.00	\$0.00
29	Detection - Detectable Tracer Wire, Per Foot (F&I)	100.00	LF	\$0.35	\$35.00
31	Detection - Jet Line, Per Foot (F&I)	0.00	LF	\$0.35	\$0.00
38	FO Cable - 48F SM Loose Tube Construction, Aerial Placement, Per Foot (F&I)	600.00	LF	\$1.35	\$810.00
39	FO Cable - 48F SM Loose Tube Construction, UG Placement, Per Foot (F&I)	600.00	LF	\$1.30	\$780.00
69	FO Cable - 48F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtailes, Splices, Per Each (F&I)	2.00	EACH	\$2,525.00	\$5,050.00
83	OTDR Test Any Wavelength, One Direction, Bare Fiber, Per Each 1W-1D	48.00	EACH	\$5.00	\$240.00
87	OSP Aerial - Messenger Cable, 1/4" Per Foot (F&I)	150.00	LF	\$1.25	\$187.50
89	OSP Aerial - Pole Attachment, Loose Tube, With J-Hook Concrete Pole, Per Each (F&I)	4.00	EACH	\$145.00	\$580.00
91	OSP Aerial - Place Pole Riser, 2" RGS, Per Foot (F&I)	40.00	LF	\$18.00	\$720.00
98	Pull Box - Composition Construction, 24" X 36" X 24" Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	0.00	EACH	\$975.00	\$0.00
100	Pull Box - Composition Construction, 17" X 30" X 12", Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	1.00	EACH	\$695.00	\$695.00

Total Bid Price: \$10,754.50

Notes:

- Location: Fire Station @ 10th and Park Avenue to Public Works Buildings - SIDEWALK REPLACEMENT MY BE DONE BY THE TOWN OF LAKE PARK
 PCS quotes the UG and/or Aerial installation, splicing, termination & testing of a 48F SM FO cable as detailed by above scope of work.

- PCS will provide Maintenance of Traffic signs & cones for the immediate work area of their crews as required by the Manual on Uniform Traffic Control Devices (MUTCD).
Any such requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be handled by Others.
- PCS will comply with PBCo specification for appropriate work order scheduling and response.
PCS will coordinate work with ISS Staff as well as work order specific Department or Location authorization personnel.

Payment Terms:

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Precision Contracting Services, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Lynn Bayles 561-743-9737, ext. 7117 lynn@pcsfiber.com</p>
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Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 2, 2018

Agenda Item No. Tab 11

Agenda Title: Resolution Authorizing the Mayor to Proceed with Executing Agreements with Florida Power & Light Company to Modify the Town's Street Lighting System

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

Approved by Town Manager [Signature] Date: 4-24-18

Richard Scherle / Public Works Director

Table with 3 columns: Department (Public Works), Costs (\$3,788.11/month), Attachments (Resolution 25-05-18, Map, Matrix), Funding Source (Streets/roads - Utilities), Acct. # (190-43000), [X] Finance (L. Caruso), Advertised (Not Required), Notification (Not applicable in this case).

Summary Explanation/Background:

As part of the Town's strategy to reduce its environmental footprint and begin upgrades to its Florida Power & Light (FPL) street lighting system, Town staff has worked with FPL over a period of months to develop the first phase of a Town-wide lighting upgrade plan. This first phase pertains to upgrading all existing high pressure sodium (HPS) lighting to their LED equivalents, as well as equalizing the light distribution levels across town.

This initiative has several important advantages. First, it will result in noticeable increases to light output and coloration across the entire Town (where there are existing light fixtures). Second, it will contribute to substantial reductions in carbon emissions that occur from powering the light fixtures, because LED fixtures are far more energy efficient than HPS. Third, it will result in a savings to the Town of approximately \$600.00 per month due to reductions in tariff fees. And fourth, it will equalize light distribution across the Town by having similar light outputs for both the eastern and western portions of Town.

This is the first phase of a multi-phased, multi-year initiative to improve the Town's street lighting system. Follow-up phases will be focused on exploring the addition of new poles and additional light fixtures, based upon the recommendations and assessments of public safety.

Due to current LED fixture manufacturing capacity and existing orders already placed by our neighboring cities, the lead time from contract execution to implementation is expected to be six months. It is important to note that this timeline will become extended as more cities "sign up" for this program. As such, staff recommends execution of the agreements with FPL now to avoid further delay.

Recommended Motion: I move to adopt Resolution no. 25-05-18.

RESOLUTION NO. 25-05-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AGREEMENTS WITH FLORIDA POWER & LIGHT COMPANY TO MODIFY THE TOWN'S STREET LIGHTING SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("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, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, Florida Power and Light Company ("Contractor") currently provides street lighting infrastructure to portions of the Town, for which the Town pays a monthly tariff in the amount of \$4,371.82; and

WHEREAS, the Town desires to reduce the environmental footprint and costs associated with this infrastructure by modifying existing high pressure sodium (HPS) light fixtures to light emitting diode (LED) fixtures; and

WHEREAS, by the implementation of such modifications, the power consumption of the Town's street light system will be reduced by 113,160 kilowatt hours per year; and

WHEREAS, such reductions in power consumption will equate to a reduction in carbon emissions of eighty (80) metric tons of carbon dioxide per year; and

WHEREAS, in addition to these favorable environmental considerations, the Town's monthly tariff will be reduced to \$3,788.11 resulting in a cost savings of \$583.71 per month; and

WHEREAS, the Contractor has agreed to provide the light system modifications at no charge to the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into contracts with the Contractor to provide the street light system modifications.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the contracts with the Contractor for services associated with the street light system modifications. A copy of the contracts are attached hereto and incorporated herein as Exhibit A

Section 3. This Resolution shall take effect upon execution.



FPL Account Number: 1427224439

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Lake Park (hereinafter called the Customer), requests on this ____ day of May, 2018, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) citywide, located in Lake Park, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(b) Modification to existing facilities other than described above (explain fully): None

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Lake Park
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Francisco J Arbide
(Print or type name)

Title: Business Development Manager



FPL Account Number: 7432698251

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Lake Park (hereinafter called the Customer), requests on this ____ day of May, 2018, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) citywide, located in Lake Park, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(b) Modification to existing facilities other than described above (explain fully): None

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of ~~\$0.00~~ prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

<u>Lake Park</u> Customer (Print or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By: _____ Signature (Authorized Representative)	By: _____ (Signature)
_____ (Print or type name)	<u>Francisco J Arbide</u> (Print or type name)
Title: _____	Title: <u>Business Development Manager</u>

Lake Park Selection Sheet 7432698251

Initials

GPS X Position	GPS Y Position	Orientation	Light Address	Component Type	Fixture Type/Pole Height	Replace With
956105	895125	S	1617 SILVER BEACH RD 7 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
954773	895228	E	1617 SILVER BEACH RD 6 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
954943	895218	E	1617 SILVER BEACH RD 5 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
954615	895237	W	1617 SILVER BEACH RD 10 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
954899	894056	E	1617 SILVER BEACH RD 9 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
955121	895185	E	1617 SILVER BEACH RD 8 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
955601	895182	E	1617 SILVER BEACH RD 4 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
955951	895136	E	1617 SILVER BEACH RD 3 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
955824	895182	E	1617 SILVER BEACH RD 2 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey
956268	895118	E	1617 SILVER BEACH RD 1 PL W/O	HPS0400	CO	ATB2 274 Watt, Grey

Lake Park Selection Sheet 1427224439

Initials

GPS X Position	GPS Y Position	Orientation	Light Address	Component Type	Fixture Type/Pole Height	Replace With	Phase
308039	938291	SE	NEWMAN RD BRUNT RD 2P N/O NEWMAN RD WS	HPS0150		ATBM 115 Watt	1
945889	942538	S	754 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	1
949538	938913	NW	450 N LAKE 57' EO CRSCNT	HPS0150	FXTRCO	ATBM 115 Watt	1
952139	909860	S	920 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	1
955742	897599	S	1120 WEST ST	HPS0100	FXT0B	ATBM 115 Watt	1
955744	897839	W	WATER TOWER & WEST ST	HPS0100	FXT0B	ATBM 115 Watt	1
955901	897838	E	WATER TOWER CNTR & WEST	HPS0100	FXT0B	ATBM 115 Watt	1
956043	897838	W	CENTER & WATER TOWER NWC	HPS0100	FXT0B	ATBM 115 Watt	1
956223	897835	W	WATER TOWER RD EAST&CNTR	HPS0100	FXT0B	ATBM 115 Watt	1
956387	897282	SW	802 EAST ST	HPS0100	FXT0B	ATBM 115 Watt	1
956389	897485	E	850 EAST ST	HPS0100	FXT0B	ATBM 115 Watt	1
956395	897829	W	EAST & WATER TOWER NWC	HPS0100	FXT0B	ATBM 115 Watt	1
956396	897585	S	862 EAST ST	HPS0100	FXT0B	ATBM 115 Watt	1
956655	897821	W	1451 WATER TOWER RD W/O	HPS0100	FXT0B	ATBM 115 Watt	1
956719	900437		OLD DIXIE & N LK BLV	HPS0250		XSP2 139 Watt	1
956822	897815	W	1451 WATER TOWER WO DIXE	HPS0100	FXT0B	ATBM 115 Watt	1
956822	897815	W	WATER TOWER WO OLD DIXIE	HPS0150	FXTPTC	ATBM 115 Watt	1
956870	897814	W	WATER TOWER WO OLD DIXIE	MV00400		ATB2 274 Watt, Grey	1
956872	899854	SW	1400 OLD DIXIE NO NKILAN	HPS0250	RW	XSP2 139 Watt	1
956872	899854		OLD DIXIE 1LT S/O N LAKE	HPS0250		XSP2 139 Watt	1
956912	897813	W	1451 WATER TOWER RD W/O	HPS0100	FXT0B	ATBM 115 Watt	1
956917	899684	S	1400 OLD DIXIE NO NKILAN	HPS0250	RW	XSP2 139 Watt	1
956976	899465		OLD DIXIE 1PN/O S KILIAN	HPS0250		XSP2 139 Watt	1
957048	899190	E	1340 OLD DIXIE NO SKILAN	HPS0250	RW	XSP2 139 Watt	1
957119	898906	S	1300 OLD DIXIE N/OGATEWY	HPS0250	RW	XSP2 139 Watt	1
957136	897807	SW	1440 WATER TOWER RD	HPS0100	FXT0B	ATBM 115 Watt	1
957182	898589	S	1194 OLD DIXIE SO GATEWY	HPS0250	RW	XSP2 139 Watt	1
957237	898263		1050 OLD DIXIE NO/WATTWR	HPS0250	RW	XSP2 139 Watt	1
957261	897806	W	1406 WATER TOWER RD	HPS0100	FXT0B	ATBM 115 Watt	1
957296	900460	E	N LAKE 1 POL WO 10 ST	HPS0150	FXTRCO	ATBM 115 Watt	1
957315	897802		900 OLD DIXIE NO WATERWR	HPS0250		XSP2 139 Watt	1
957386	900368	NE	1458 10 CT SO N LAKE	HPS0100	FXT0B	ATBM 115 Watt	1
957433	897628	SE	1140 OLD DIXIE SO WATTWR	HPS0250	RW	XSP2 139 Watt	1
957460	900459	E	N LAKE & 10 CT SWC	HPS0150	FXTRCO	ATBM 115 Watt	1
957485	900218	S	1446 10 CT 290'SO N LAKE	HPS0100	FXT0B	ATBM 115 Watt	1
957521	900008	NE	1440 10 CT 487 SO N LAKE	HPS0100	FXT0B	ATBM 115 Watt	1
957630	899823	S	1430 10 CT 687 SO N LAKE	HPS0100	FXT0B	ATBM 115 Watt	1
957665	899632	NE	1420 10 CT 883 SO N LAKE	HPS0100	FXT0B	ATBM 115 Watt	1
957728	899468	NE	1402 10 CT 1089 SO NLAKE	HPS0100	FXT0B	ATBM 115 Watt	1
957732	899262	E	NORTHERN 1PL W/O 10 CT	HPS0100	FXT0B	ATBM 115 Watt	1
957777	900444	E	N LAKE 1 POL EO 10 ST	HPS0150	FXTRCO	ATBM 115 Watt	1
957827	899902	SW	10 ST 1 POL SO N LAKE	HPS0150	FXT0B	ATBM 115 Watt	1
957909	899687	SW	10 ST 2 P N/O PROSP FRM	HPS0150	RW	ATBM 115 Watt	1
957972	900438	E	N LAKE 2 POL EO 10 ST	HPS0150	FXTRCO	ATBM 115 Watt	1
957983	899483	SW	10 ST NEC PROSP FRM	HPS0150	RW	ATBM 115 Watt	1
958001	897277	NE	8027 OLD DIXIE HWY R/O 710 10TH ST	HPS0250		XSP2 139 Watt	1
958105	898943	S	10 ST SWC MAGNOLIA	HPS0150	RW	ATBM 115 Watt	1
958165	895141	W	MILLER NWC & SILVERBEACH	HPS0150	FXTRCO	ATBM 115 Watt	1
958175	900432	E	N LAKE 3 POL EO 10 ST	HPS0150	FXTRCO	ATBM 115 Watt	1
958198	899337	E	938 NORTHERN	HPS0100		ATBM 115 Watt	1
958198	898698		10 ST SWC LAUREL	HPS0150	RW	ATBM 115 Watt	1
958228	895263	S	MILLER 1 P N/O SILVERBCH	HPS0150	FXTRCO	ATBM 115 Watt	1
958240	895437	S	116 MILLER	HPS0150	FXTRCO	ATBM 115 Watt	1
958246	895634	E	MILLER & NEWMEN SEC	HPS0150	FXTRCO	ATBM 115 Watt	1
958255	897176	NE	OLD DIXIE OPP PARK AV	HPS0250		XSP2 139 Watt	1
958257	897395	SW	802 10TH ST BRUNT RD 2P N/O NEWMAN RD WS	HPS0100		ATBM 115 Watt	1
958295	897169	E	OLD DIXIE NEC PARK	HPS0250		XSP2 139 Watt	1

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Initials

958319	899081	W	939 MAGNOLIA DR	HPS0100	FXT0B	ATBM 115 Watt	1
958332	900427	E	N LAKE SEC PROSP FRM RD	HPS0150	FXTRCO	ATBM 115 Watt	1
958333	897646	W	PARK SEC 10 ST	HPS0100		ATBM 115 Watt	1
958336	898334		10 ST NWC KALMIA	HPS0150	FXTRCO	ATBM 115 Watt	1
958348	896944	NE	640 OLD DIXIE	HPS0250		XSP2 139 Watt	1
958370	897550	S	798 10 ST	HPS0070		ATBM 115 Watt	1
958401	899464	W	NORTHERN & WEST DR NEC	HPS0100	FXTRCO	ATBM 115 Watt	1
958422	897392	W	PARK SS 1P W/O 10 ST	HPS0100		ATBM 115 Watt	1
958422	896070	SE	210 BRANT	HPS0150	FXTRCO	ATBM 115 Watt	1
958433	898080	NE	10 ST NWC JASMINE	HPS0150	RW	ATBM 115 Watt	1
958440	898766	SW	939 LAUREL LN	HPS0100		ATBM 115 Watt	1
958445	895696	S	BRANT & NEWMAN NWC	HPS0150	FXTRCO	ATBM 115 Watt	1
958452	897327	S	710 10TH ST R/O 710 10TH ST	HPS0100		ATBM 115 Watt	1
958454	899799	S	ORANGE & WEST RD NEC	HPS0100	FXT0B	ATBM 115 Watt	1
958470	896639	W	OLD DIXIE 16 S INTDSTRAL	HPS0250		XSP2 139 Watt	1
958500	897904	NE	10 ST 1P S/O JASMINE	HPS0150	RW	ATBM 115 Watt	1
958501	900424	E	932 N LAKE 204' EO PROSP	HPS0150	FXTRCO	ATBM 115 Watt	1
958506	895808	S	207 BRANT	HPS0150	FXTRCO	ATBM 115 Watt	1
958523	900112	W	POPLAR SEC WEST RD	HPS0100	RW	ATBM 115 Watt	1
958526	895249	S	109 REED	HPS0150	FXTRCO	ATBM 115 Watt	1
958551	896428	NE	410 OLD DIXIE	HPS0250		XSP2 139 Watt	1
958564	897738	NE	801 10TH ST	HPS0100	FXT0B	ATBM 115 Watt	1
958589	895625	E	NEWMAN SEC & REED	HPS0150	FXTRCO	ATBM 115 Watt	1
958642	899553	W	NORTHERN & 9 ST NS	HPS0100	FXTRCO	ATBM 115 Watt	1
958658	896145		OLD DIXIE 2P N/O NEWMAN	HPS0250		XSP2 139 Watt	1
958695	897317	SW	10 CT ALY NO GREENBRIAR	HPS0100	FXT0B	ATBM 115 Watt	1
958702	900419	E	922 N LAKE 405'EO PROSP	HPS0150	FXTRCO	ATBM 115 Watt	1
958733	897305	S	GREENBRIAR & 10 ST NWC	HPS0100		ATBM 115 Watt	1
958750	897354	W	GREENBRIAR & 10 CT	HPS0100		ATBM 115 Watt	1
958752	897118	E	PARK NS 1P W/O 10 ST	HPS0100	RW	ATBM 115 Watt	1
958763	895870	NE	OLD DIXIE 1P N/O NEWMAN	HPS0250		XSP2 139 Watt	1
958791	899252	W	MAGNOLIA DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	1
958815	897356	W	943 GREENBRIAR	HPS0100		ATBM 115 Watt	1
958816	896967	E	10 ST NEC ALLEY-SO PARK	HPS0150	RW	ATBM 115 Watt	1
958833	895692	S	NEWMAN & OLD DIXIE	HPS0150	FXTRCO	ATBM 115 Watt	1
958860	897311	W	957 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	1
958870	896437	NE	10 ST WSO @ EVERGREEN DR	HPS0150	RW	ATBM 115 Watt	1
958875	895583	NE	OLD DIXIE SWC NEWMAN	HPS0250		XSP2 139 Watt	1
958902	900415	E	906 N LAKE 506'EO PROSP	HPS0150	FXTRCO	ATBM 115 Watt	1
958908	898939	S	LAUREL DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	1
958962	899676	W	NORTHERN DR NWC ORANGE	HPS0100	FXTRCO	ATBM 115 Watt	1
958963	895352	NE	OLD DIXIE 2P NO SLVR BCH	HPS0250		XSP2 139 Watt	1
958990	896954	W	940 PARK AV REAR ALLEY	HPS0100		ATBM 115 Watt	1
959000	897304	E	941 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959030	898624	SW	W KALMIA DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959044	900104	E	832 POPLAR DR	HPS0100	FXTRCO	ATBM 115 Watt	2
959051	896965	NW	934 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959051	895119	NE	OLD DIXIE NWC SILV BCH	HPS0250		XSP2 139 Watt	2
959064	895941	NE	320 10 ST	HPS0150	RW	ATBM 115 Watt	2
959072	900408	E	N LAKE SEC POPLAR	HPS0150	FXTRCO	ATBM 115 Watt	2
959125	897298	E	915 GREENBRIAR	HPS0100		ATBM 115 Watt	2
959139	898333	SW	W JASMINE DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959141	895737		340 10 ST	HPS0150		ATBM 115 Watt	2
959194	895601	NE	210 10 ST	HPS0150	RW	ATBM 115 Watt	2
959220	897294	E	907 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959227	896956	E	904 PARK AV REAR ALLEY	HPS0100		ATBM 115 Watt	2
959249	898045	W	W ILEX DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959261	899788	W	837 NORTHERN	HPS0100	FXTRCO	ATBM 115 Watt	2
959264	895410	S	A1A & BAYBERRY#NWC	HPS0100	FXT0B	ATBM 115 Watt	2
959272	900404	E	820 N LAKE 212' EO POPUL	HPS0150	FXTRCO	ATBM 115 Watt	2
959291	895794	W	835 CYPRESS DR STL T	HPS0070	FXT0B	ATBM 115 Watt	2

User: F:\PLN1\FXAGEUK

Report: Lighting - Summary Component Detail.rdl

Folder: http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery/IM Reports/Streetlights/CIS

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Run

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Initials

959291	895338		BAYBERRY & 10 ST	HPS0150	FXTRCO	ATBM 115 Watt	2
959295	895454	SW	214 10 ST	HPS0150	RW	ATBM 115 Watt	2
959314	896124	S	404 9TH ST	HPS0150	SCH	ATBM 115 Watt	2
959316	896459	E	EVERGREEN DR & 9 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
959320	897292	E	901 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959321	896749	S	FORESTERIA DR & 9 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
959332	897294	S	9TH ST 9TH ST 1P SO GREENBRIAR CT WS	HPS0100		ATBM 115 Watt	2
959332	897294	E	10 ST 2P S/O N LAKE	HPS0150	FXTRCO	ATBM 115 Watt	2
959335	897825	S	HAWTHORNE DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959342	897406		9TH ST 9TH ST 1P SO GREENBRIAR CT WS	HPS0100		ATBM 115 Watt	2
959380	895104		SILVER BCH & 10 ST NWC	HPS0150	FXTRCO	ATBM 115 Watt	2
959404	897494	S	GREENBRIAR DR & 9 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959426	899441	E	MAGNOLIA DR & 8 ST SEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959441	896954	S	846 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959445	895770	W	825 CYPRESS DR STLT	HPS0070	FXTOB	ATBM 115 Watt	2
959475	900398	E	814 N LAKE 417'EO POPULR	HPS0150	FXTRCO	ATBM 115 Watt	2
959524	900078	NE	802 POPLAR	HPS0100	FXTOB	ATBM 115 Watt	2
959543	899131	E	LAUREL DR & 8 ST SEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959571	896951	E	834 PARK AV REAR ALLEY	HPS0100	FXTRCO	ATBM 115 Watt	2
959575	899908	W	NORTHERN DR NWC POPLAR	HPS0100	FXTRCO	ATBM 115 Watt	2
959593	895772	W	819 CYPRESS DR STLT	HPS0070	FXTOB	ATBM 115 Watt	2
959663	898820	E	KALMIA DR & 8 ST SEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959678	900392	E	806 N LAKE 112' WO FLGLR	HPS0150	FXTRCO	ATBM 115 Watt	2
959708	896944	NW	822 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959722	895762	W	809 CYPRESS DR STLT	HPS0070	FXTOB	ATBM 115 Watt	2
959742	931087	S	732 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959748	897135	W	805 PARK AV	HPS0100	FXTRCO	ATBM 115 Watt	2
959774	898528	E	JASMINE DR & 8 ST SEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959797	898339	NE	ILEX CT & 8 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959838	900013	NE	FLAGLER NWC NORTHERN DR	HPS0100	FXTRCO	ATBM 115 Watt	2
959842	896943	W	808 PARK AV REAR ALLEY	HPS0100	FXTOB	ATBM 115 Watt	2
959869	898280	W	W ILEX DR & 8 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
959876	895757	W	10 ST WSO @ CYPRESS	HPS0150	RW	ATBM 115 Watt	2
959885	900385	E	N LAKE SEC FLAGLER	HPS0150	FXTRCO	ATBM 115 Watt	2
959988	895409	W	NEC BAYBERRY DR 8 ST	HPS0150	SCH	ATBM 115 Watt	2
959991	896939	S	800 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
959998	895757	W	NEC CYPRESS DR 8 ST	HPS0150	SCH	ATBM 115 Watt	2
960015	896178	W	NEC DATE PALM 8 ST	HPS0150	SCH	ATBM 115 Watt	2
960020	899736	S	1439 FLAGLER BLVD	HPS0200	SCH	ATBM 115 Watt	2
960025	896486	W	EVERGREEN DR NEC 8 ST	HPS0100	FXTOB	ATBM 115 Watt	2
960038	896790	W	FORESTERIA DR NEC 8 ST	HPS0100	FXTOB	ATBM 115 Watt	2
960054	896938	E	PARK SE COR 7 ST	HPS0100	FXTRCO	ATBM 115 Watt	2
960059	897473	W	GREENBRIAR DR & 8 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
960066	897800	W	HAWTHORNE DR & 8 ST NEC	HPS0100	FXTRCO	ATBM 115 Watt	2
960077	898107	W	804 10TH ST 9TH ST 1P SO GREENBRIAR CT WS	HPS0150		ATBM 115 Watt	2
960083	898314	SE	W ILEX DR & 8 ST SEC	HPS0100	FXTRCO	ATBM 115 Watt	2
960110	900381	E	758 N LAKE 246' EO FLGLR	HPS0150	FXTRCO	ATBM 115 Watt	2
960153	899370	SW	1407 FLAGLER BLVD NEC	HPS0200	SCH	ATBM 115 Watt	2
960155	896935	W	748 PARK AV REAR ALLEY	HPS0100	FXTOB	ATBM 115 Watt	2
960198	899071	W	FLAGLER BLV & W KLMIA NW	HPS0100	FXTRCO	ATBM 115 Watt	2
960276	895400	W	BAYBERRY DR & 7 CT NWC	HPS0100	FXTOB	ATBM 115 Watt	2
960286	895701	E	SWC CYPRESS DR 7 CT	HPS0150	SCH	ATBM 115 Watt	2
960313	897460	W	729 GREENBRIAR DR	HPS0100	FXTOB	ATBM 115 Watt	2
960314	900377	E	742 N LAKE 556'EO FLAGLR	HPS0150	FXTRCO	ATBM 115 Watt	2
960334	895918	S	SEC DATE PALM DR 7 CT	HPS0150	SCH	ATBM 115 Watt	2
960349	896929	S	501 PARK AVE PUB LIB SS	HPS0200	SCH	ATBM 115 Watt	2
960366	898881	NE	FLAGLER & JASMINE NWC	HPS0100	FXTRCO	ATBM 115 Watt	2
960446	896930	W	722 PARK AV REAR ALLEY	HPS0100	FXTOB	ATBM 115 Watt	2
960512	899384	NW	617 W KALMIA DR	HPS0200	SCH	ATBM 115 Watt	2
960589	895052	E	7 ST NWC SILVER BCH RD	HPS0100	FXTOB	ATBM 115 Watt	2

Lake Park Selection Sheet 1427224439

Initials

960599	895398	W	NWC 7TH ST BAYBERRY DR	HPS0150	SCH	ATBM 115 Watt	2
960606	895641	NA	218 7TH ST	HPS0150	SCH	ATBM 115 Watt	2
960619	898610	NE	FLAGLER SEC & W ILEX DR	HPS0100	FXTRCO	ATBM 115 Watt	2
960620	896040	E	SWC DATE PALM 7TH ST	HPS0150	SCH	ATBM 115 Watt	2
960631	896416	W	EVERGREEN & 7 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
960641	896705	SE	FORESTERIA & 7 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
960649	896917	NW	700 PARK AVE R/O	HPS0150	OB	ATBM 115 Watt	2
960666	897409	E	GREENBRIAR DR & 7 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
960666	899530	NW	549 W KALMIA DR NWC	HPS0200	SCH	ATBM 115 Watt	2
960675	897735	E	HAWTHORNE DR & 7 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
960686	898044	E	ILEX CT & 7 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	2
960707	895000	W	701 SILVER BEACH RD N/W CORNER SILVER BEACH RD AND 7TH ST	HPS0150	SCH	ATBM 115 Watt	2
960731	900365	E	600 NORTHLAKE BLV	HPS0200	FXTSCH	ATBM 115 Watt	2
960782	900362	E	624 N LAKE 303'WO JASMNE	HPS0150	FXTRCO	ATBM 115 Watt	2
960807	899741	NA	537 W KALMIA DR	HPS0200	SCH	ATBM 115 Watt	2
960815	900037	NW	519 W KALMIA DR W/O JASMINE	HPS0200	SCH	ATBM 115 Watt	2
960829	898384	NE	FLAGLER BLV & 7 ST SEC	HPS0100	FXTRCO	ATBM 115 Watt	2
960917	899300	NE	650 PALMETTO DR	HPS0200	SCH	ATBM 115 Watt	2
960978	897441	W	629 GREENBRIAR DR	HPS0100	FXTOB	ATBM 115 Watt	2
961006	897043	E	632 PARK SS 300 EO 7 ST	HPS0100	FXTRCO	ATBM 115 Watt	2
961121	899081	S	569 PALMETTO DR SEC	HPS0200	SCH	ATBM 115 Watt	2
961121	898660	SE	651 AUSTRALIAN CIR NEC	HPS0200	SCH	ATBM 115 Watt	2
961142	897094	W	PARK NS 1PL W/O 6 ST	HPS0100	FXTRCO	ATBM 115 Watt	3
961153	899885	E	557 TEAK DR SEC	HPS0200	SCH	ATBM 115 Watt	3
961193	900352	E	600 N LAKE 158'EO JASMIN	HPS0150	FXTRCO	ATBM 115 Watt	3
961210	895034	W	SILVER BCH RD & 6 ST NWC	HPS0100	FXTOB	ATBM 115 Watt	3
961261	897763	E	HAWTHORNE DR & 6 ST NWC	HPS0100	FXTOB	ATBM 115 Watt	3
961268	897908	NE	FLAGLER BLV & 6 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	3
961273	895323	S	554 6TH ST 6TH ST	HPS0200	SCH	ATBM 115 Watt	3
961279	896387	E	EVERGREEN DR & 6 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	3
961293	896742	W	555 FORESTERIA DR NEC	HPS0200	SCH	ATBM 115 Watt	3
961314	899084	SW	630 PALMETTO DR SEC	HPS0200	SCH	ATBM 115 Watt	3
961317	895700	S	553 CYPRESS DR 6TH ST	HPS0200	SCH	ATBM 115 Watt	3
961319	897036	E	550 PARK AVE SE COR 6 ST	HPS0200	SCH	ATBM 115 Watt	3
961320	897352	E	GREENBRIAR DR & 6 ST SWC	HPS0100	FXTOB	ATBM 115 Watt	3
961330	896095	S	555 DATE PALM DR 6TH ST	HPS0200	SCH	ATBM 115 Watt	3
961355	895177	NW	624 BAYBERRY DR	HPS0150	SCH	ATBM 115 Watt	3
961376	898915	SW	1133 PALMETTO DR NS	HPS0200	SCH	ATBM 115 Watt	3
961380	899483	S	574 E REDWOOD DR SO/SABLPLM	HPS0200	SCH	ATBM 115 Watt	3
961420	897085	W	551 PARK AVE NS 1PL E/O 6 ST	HPS0200	SCH	ATBM 115 Watt	3
961446	899875	E	550 TEAK DR NEC & TEAK DR	HPS0200	SCH	ATBM 115 Watt	3
961513	900328	E	550 N LAKE 351' EO JASMIN	HPS0150	FXTRCO	ATBM 115 Watt	3
961516	897030	E	535 PARK AVE SS 207' EO 6 ST	HPS0200	SCH	ATBM 115 Watt	3
961599	897422	W	529 GREENBRIAR DR NW	HPS0200	SCH	ATBM 115 Watt	3
961616	897879	E	525 SEMINOLE BLVD SWC	HPS0200	SCH	ATBM 115 Watt	3
961619	897080	W	534 PARK AVE TOWN HALL	HPS0200	SCH	ATBM 115 Watt	3
961631	899310	E	538 E REDWOOD DR	HPS0200	SCH	ATBM 115 Watt	3
961633	898234	E	1030 AUSTRALIAN CIR SW	HPS0200	SCH	ATBM 115 Watt	3
961638	898604	E	1130 CRESCENT DR SWC	HPS0200	SCH	ATBM 115 Watt	3
961654	897024	E	524 PARK SO 342 EO 6 ST	HPS0100	FXTRCO	ATBM 115 Watt	3
961727	900295	E	530 N LAKE 565'EO JASMIN	HPS0150	FXTRCO	ATBM 115 Watt	3
961742	898600	E	440 SEMINOLE BLVD	HPS0200	SCH	ATBM 115 Watt	3
961747	897013	E	518 PARK AVE SS 215 WO 5 ST	HPS0200	SCH	ATBM 115 Watt	3
961879	897071	W	528 PARK AVE NS 1PL W/O 5 ST	HPS0200	SCH	ATBM 115 Watt	3
961893	899345	W	515 E REDWOOD DR	HPS0200	SCH	ATBM 115 Watt	3
961966	895342	S	455 BAYBERRY DR 5TH ST	HPS0200	SCH	ATBM 115 Watt	3
961975	895678	W	445 CYPRESS DR 5TH ST	HPS0200	SCH	ATBM 115 Watt	3
961975	896860	NA	619 5TH ST ES 1P S/O PARK	HPS0200	SCH	ATBM 115 Watt	3
961997	896406	W	457 EVERGREEN DR NEC	HPS0200	SCH	ATBM 115 Watt	3
962008	896718	W	455 FORESTERIA DR NEC	HPS0200	SCH	ATBM 115 Watt	3

User: FPINT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: http://cafe.nexteraenergy.com/sharepoint/distribution/PPDoshboards/Power Delivery IM Reports/Streetlights/QIS

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Run

Lake Park Selection Sheet 1427224439

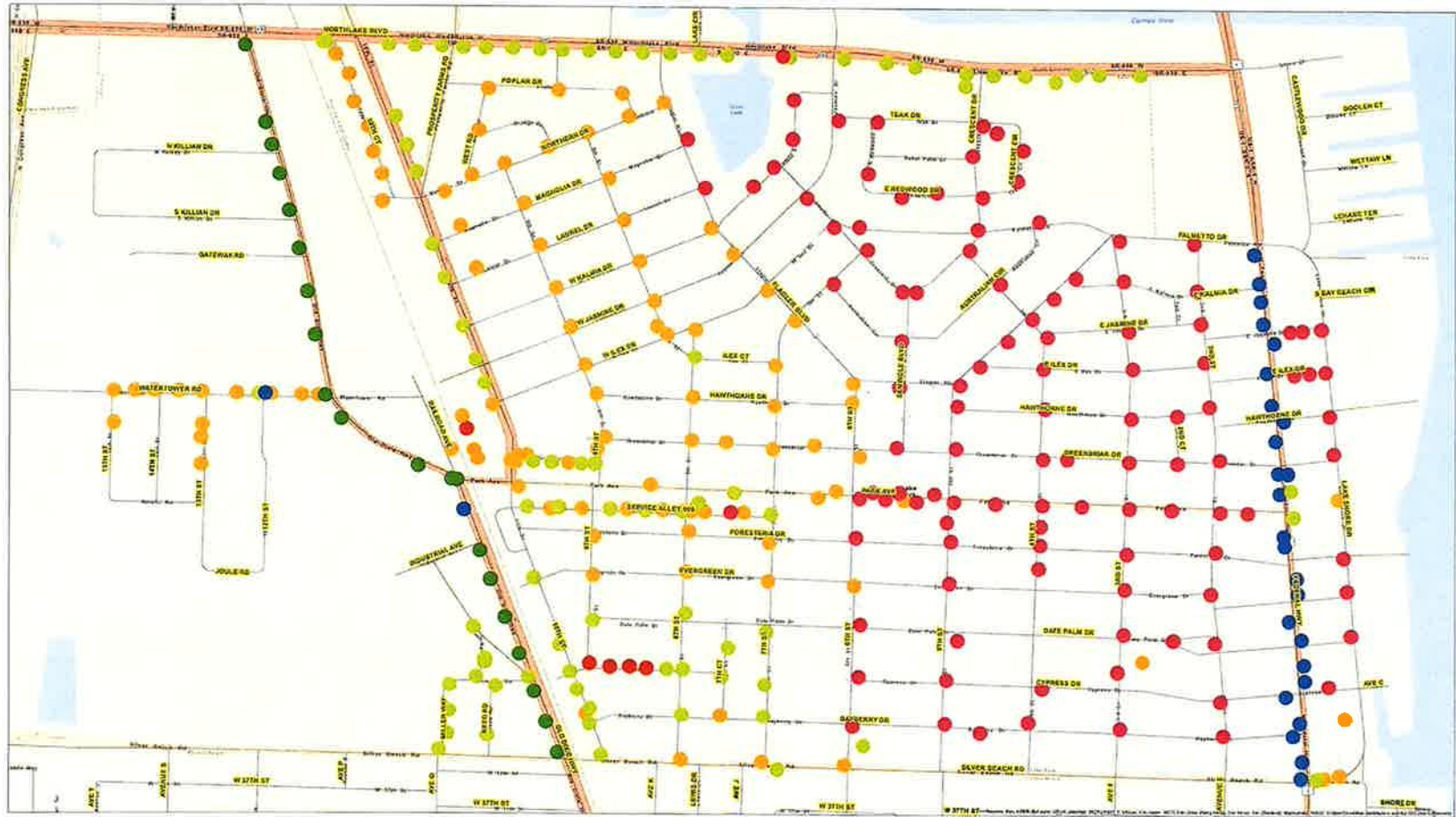
Initials

962028	897011	E	434 PARK AVE SE COR 5 ST	HPS0200	SCH	ATBM 115 Watt	3
962046	897414	W	454 GREENBRIAR DR NEC	HPS0200	SCH	ATBM 115 Watt	3
962055	897736	W	356 HAWTHORNE DR NEC	HPS0200	SCH	ATBM 115 Watt	3
962060	895976	E	452 DATE PALM DR 5TH ST	HPS0200	SCH	ATBM 115 Watt	3
962072	897896	SE	454 FLAGLER DR SEC	HPS0200	SCH	ATBM 115 Watt	3
962107	900151	E	500 N LAKE 88' WO CRSCNT	HPS0150	FXTRCO	ATBM 115 Watt	3
962112	900245	E	520 N LAKE 290'WO CRSCNT	HPS0150	FXTRCO	ATBM 115 Watt	3
962145	898913	SW	406 4TH ST	HPS0200	SCH	ATBM 115 Watt	3
962163	899625	W	502 SABAL PALM DR NWC	HPS0200	SCH	ATBM 115 Watt	3
962203	899068	W	503 PALMETTO DR	HPS0200	SCH	ATBM 115 Watt	3
962222	898038	SE	445 FLAGLER DR SWC & E ILEX	HPS0200	SCH	ATBM 115 Watt	3
962233	895273	S	104 5TH ST 5TH ST	HPS0200	SCH	ATBM 115 Watt	3
962237	899310	S	1445 CRESCENT DR SEC	HPS0200	SCH	ATBM 115 Watt	3
962239	899850	E	1527 CRESCENT CIR SEC	HPS0200	SCH	ATBM 115 Watt	3
962314	900235	E	450 N LAKE 260'EO CRSCNT	HPS0150	FXTRCO	ATBM 115 Watt	3
962338	897001	E	426 PARK AVE	HPS0200	SCH	ATBM 115 Watt	3
962342	899796	E	1530 CRESCENT CIR	HPS0200	SCH	ATBM 115 Watt	3
962371	898663	SW	350 4TH ST NEC	HPS0200	SCH	ATBM 115 Watt	3
962427	898233	SE	421 FLAGLER BLVD	HPS0200	SCH	ATBM 115 Watt	3
962497	899432	S	1500 CRESCENT CIR ST-W	HPS0200	SCH	ATBM 115 Watt	3
962538	899668	S	1500 CRESCENT CIR ST-E	HPS0200	SCH	ATBM 115 Watt	3
962586	895354	S	201 4TH ST 4TH ST	HPS0200	SCH	ATBM 115 Watt	3
962612	898404	SE	356 FLAGLER BLVD SEC	HPS0200	SCH	ATBM 115 Watt	3
962658	899131	W	403 PALMETTO DR NE	HPS0200	SCH	ATBM 115 Watt	3
962662	896517	S	514 4TH ST	HPS0200	SCH	ATBM 115 Watt	3
962670	896694	W	336 FORESTERIA DR NEC	HPS0200	SCH	ATBM 115 Watt	3
962673	896834	S	601 4TH ST ES 1P S/O PARK	HPS0200	SCH	ATBM 115 Watt	3
962687	896992	E	346 PARK AVE SE COR 4 ST	HPS0200	SCH	ATBM 115 Watt	3
962690	895611	E	356 CYPRESS DR 4TH ST	HPS0200	SCH	ATBM 115 Watt	3
962691	898022	E	345 E ILEX DR SEC	HPS0200	SCH	ATBM 115 Watt	3
962693	897339	E	354 GREENBRIAR DR SEC	HPS0200	SCH	ATBM 115 Watt	3
962705	897720	W	455 HAWTHORNE DR NEC	HPS0200	SCH	ATBM 115 Watt	3
962722	898268	S	1020 4TH ST SEC	HPS0200	SCH	ATBM 115 Watt	3
962773	898557	SE	348 FLAGLER DR	HPS0200	SCH	ATBM 115 Watt	3
962779	900185	S	N LAKE 6 POL WO US 1	HPS0150	FXTRCO	ATBM 115 Watt	3
962874	897336	E	344 GREENBRIAR DR	HPS0200	SCH	ATBM 115 Watt	3
962936	900240	E	N LAKE 5 POL WO US 1	HPS0150	FXTRCO	ATBM 115 Watt	3
962936	898709	SE	324 FLAGLER DR NEC & KALMIA	HPS0200	SCH	ATBM 115 Watt	3
962987	896983	E	335 PARK AVE	HPS0200	SCH	ATBM 115 Watt	3
963109	900244	E	N LAKE 4 POL WO US 1	HPS0150	FXTRCO	ATBM 115 Watt	3
963263	895742	W	241 CYPRESS DR 3RD ST	HPS0200	SCH	ATBM 115 Watt	3
963268	898992	S	1220 3RD ST SEC	HPS0200	SCH	ATBM 115 Watt	3
963285	895307	W	NEC BAYBERRY DR 3RD ST	HPS0200	SCH	ATBM 115 Watt	3
963301	898690	W	253 E KALMIA DR NEC	HPS0200	SCH	ATBM 115 Watt	3
963308	896027	S	249 CYPRESS DR 3RD ST	HPS0200	SCH	ATBM 115 Watt	3
963316	896364	S	253 EVERGREEN DR NEC	HPS0200	SCH	ATBM 115 Watt	3
963329	896629	NE	517 3RD ST SEC	HPS0200	SCH	ATBM 115 Watt	3
963340	898312	E	256 JASMINE DR SEC	HPS0200	SCH	ATBM 115 Watt	3
963347	897319	E	254 GREENBRIAR DR SEC	HPS0200	SCH	ATBM 115 Watt	3
963348	896970	E	228 PARK AVE SE COR 3 ST	HPS0200	SCH	ATBM 115 Watt	3
963361	897647	E	220 HAWTHORNE DR SEC	HPS0200	SCH	ATBM 115 Watt	3
963371	898026	W	243 E ILEX DR NEC	HPS0200	SCH	ATBM 115 Watt	3
963420	900243	E	N LAKE 3 POL WO US 1	HPS0150	FXTRCO	ATBM 115 Watt	3
963452	895822	E	3 ST 141 EO 3-NO CYPRESS	HPS0100	FXTOB	ATBM 115 Watt	3
963666	896959	E	200 PARK AVE SS 325' WO 2 ST	HPS0200	SCH	ATBM 115 Watt	3
963681	895984	W	229 DATE PALM DR	HPS0200	SCH	ATBM 115 Watt	3
963705	897668	E	208 HAWTHORNE DR SEC	HPS0200	SCH	ATBM 115 Watt	3
963709	897309	E	230 GREENBRIAR DR AT 2ND CT	HPS0200	SCH	ATBM 115 Watt	3
963787	892841	E	SILVER BCH RD & 8 ST CNR	HPS0100	FXTOB	ATBM 115 Watt	3
963830	898974	E	200 2ND ST	HPS0200	SCH	ATBM 115 Watt	3
963855	898620	S	207 2ND ST NWC	HPS0200	SCH	ATBM 115 Watt	3

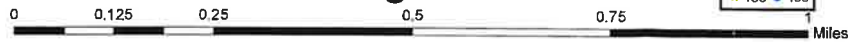
Lake Park Selection Sheet 1427224439

Initials

963881	898371	E	204 JASMINE DR SWC	HPS0200	SCH	ATBM 115 Watt	3
963911	898078	W	135 E ILEX DR NWC	HPS0200	SCH	ATBM 115 Watt	4
963948	897739	NA	137 2ND ST NWC	HPS0200	SCH	ATBM 115 Watt	4
963961	896334	E	209 EVERGREEN DR SWC	HPS0200	SCH	ATBM 115 Watt	4
963993	895965	NA	409 2ND ST SWC	HPS0200	SCH	ATBM 115 Watt	4
963997	896648	W	143 FORESTERIA DR NEC	HPS0200	SCH	ATBM 115 Watt	4
964024	897336	W	809 2ND ST NEC	HPS0200	SCH	ATBM 115 Watt	4
964029	896943	E	144 PARK AVE SE COR 2 ST	HPS0200	SCH	ATBM 115 Watt	4
964037	895520	E	206 CYPRESS DR 2ND CT	HPS0200	SCH	ATBM 115 Watt	4
964058	895260	W	207 BAYBERRY DR 2ND ST	HPS0200	SCH	ATBM 115 Watt	4
964235	896938	E	105 PARK AVE SS 1PL W/O US 1	HPS0200	SCH	ATBM 115 Watt	4
964556	898318	S	1510 SE FEDERAL HWY ON JASMINE DR	HPS0200	SCH	ATBM 115 Watt	4
964562	897111	S	US 1 2P S/O GREENBRIAR	HPS0150	FXTRCO	ATBM 115 Watt	4
964582	896914	S	US 1 E/S NORTH OF FORESTERIA	HPS0150	SCH	ATBM 115 Watt	4
964589	897984	E	905 SE FEDERAL HWY ON JASMINE DR	HPS0200	SCH	ATBM 115 Watt	4
964650	898323	E	1025 LAKESHORE DR 2PL E/O US 1	HPS0200	SCH	ATBM 115 Watt	4
964702	897996	E	900 LAKESHORE DR ON AVENUE I	HPS0200	SCH	ATBM 115 Watt	4
964768	894940	S	US 1 ES 1PL N/O SILV BCH	HPS0150	FXTRCO	ATBM 115 Watt	4
964794	898334	E	907 LAKESHORE DR SWC	HPS0200	SCH	ATBM 115 Watt	4
964819	894942	W	SILVER BCH 200' EO US 1	HPS0100	FXTRCO	ATBM 115 Watt	4
964824	898008	NA	941 LAKESHORE DR C/O JASMINE DR	HPS0200	SCH	ATBM 115 Watt	4
964855	895638	W	301 CYPRESS DR	HPS0200	SCH	ATBM 115 Watt	4
964856	897671	S	810 LAKESHORE DR SW	HPS0200	SCH	ATBM 115 Watt	4
964885	897387	NA	809 LAKESHORE DR C/O GREENBRIAR DR	HPS0200	SCH	ATBM 115 Watt	4
964919	897046		LAKESHORE 1PLS/O GRNBRIAR	HPS0100	FXTRCO	ATBM 115 Watt	4
964934	894964	NW	NW/C SLVR BCH & LKSHORE	HPS0100	FXTSCH	ATBM 115 Watt	4
964961	896605	NE	510 LAKE SHORE DR	HPS0200	SCH	ATBM 115 Watt	4
964972	895393	E	206 US 1 REAR ALLEY	HPS0100	FXTOB	ATBM 115 Watt	4
964987	896359	S	401 LAKE SHORE DR	HPS0200	SCH	ATBM 115 Watt	4
965020	896025	S	402 LAKE SHORE DR NW	HPS0200	SCH	ATBM 115 Watt	4



LAKE PARK inventory list Street Lights



Wattage	
● 70	● 200
● 100	● 250
● 150	● 400

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LED Lighting Plan

Lake Park

Going Green

This plan reduces power consumption by: **113,160 kWh / year**
 and that eliminates: **80 metric tons of CO₂ every year¹**
 or removing: **17 cars from the road²**

TOTAL	339		\$ 4,371.82	\$ 3,788.11	\$ (583.71)
--------------	------------	--	--------------------	--------------------	--------------------

Installation Details		Existing	Proposed	Variance
1	select fixture:	SL1 - HPS0070	ATBM 115 Watt	
	select pole:			
	Fixture*	\$ 19.63	\$ 27.40	\$ 7.77
	Pole			
	Maintenance	\$ 9.34	\$ 8.70	\$ (0.64)
Quantity: 5	Energy**	\$ 11.72	\$ 16.39	\$ 4.67
Conversion: Yes	Total	\$ 40.69	\$ 52.49	\$ 11.80
Full/Hybrid: Full				

Installation Details		Existing	Proposed	Variance
2	select fixture:	SL1 - HPS0100	ATBM 115 Watt	
	select pole:			
	Fixture*	\$ 411.70	\$ 564.44	\$ 152.74
	Pole			
	Maintenance	\$ 193.38	\$ 179.22	\$ (14.16)
Quantity: 103	Energy**	\$ 341.95	\$ 337.63	\$ (4.32)
Conversion: Yes	Total	\$ 947.03	\$ 1,081.29	\$ 134.26
Full/Hybrid: Full				

Installation Details		Existing	Proposed	Variance
3	select fixture:	SL1 - HPS0150	ATBM 115 Watt	
	select pole:			
	Fixture*	\$ 350.05	\$ 465.80	\$ 115.75
	Pole			
	Maintenance	\$ 162.16	\$ 147.90	\$ (14.26)
Quantity: 85	Energy**	\$ 412.85	\$ 278.63	\$ (134.22)
Conversion: Yes	Total	\$ 925.05	\$ 892.33	\$ (32.72)
Full/Hybrid: Full				

* Includes fixture fee and \$.98 monthly conversion fee
 ** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
 Sales tax and franchise fees not included

Installation Details		Existing	Proposed	Variance
4	select fixture:	SL1 - HPS0200	ATBM 115 Watt	
	select pole:			
	Fixture*	\$ 704.88	\$ 619.24	\$ (85.64)
	Pole			
	Maintenance	\$ 274.88	\$ 196.62	\$ (78.26)
Quantity: 113	Energy**	\$ 805.87	\$ 370.41	\$ (435.46)
Conversion: Yes	Total	\$ 1,785.64	\$ 1,186.27	\$ (599.36)
Full/Hybrid: Full				

Installation Details		Existing	Proposed	Variance
5	select fixture:	SL1 - HPS0250	XSP2 139 Watt	
	select pole:			
	Fixture*	\$ 146.12	\$ 186.56	\$ 40.44
	Pole			
	Maintenance	\$ 58.40	\$ 38.28	\$ (20.12)
Quantity: 22	Energy**	\$ 239.94	\$ 86.80	\$ (153.13)
Conversion: Yes	Total	\$ 444.45	\$ 311.64	\$ (132.81)
Full/Hybrid: Full				

Installation Details		Existing	Proposed	Variance
6	select fixture:	SL1 - HPS0400	ATB2 274 Watt, Gray	
	select pole:			
	Fixture*	\$ 62.98	\$ 144.80	\$ 81.82
	Pole			
	Maintenance	\$ 24.43	\$ 17.40	\$ (7.03)
Quantity: 10	Energy**	\$ 120.98	\$ 77.87	\$ (43.10)
Conversion: Yes	Total	\$ 208.39	\$ 240.07	\$ 31.68
Full/Hybrid: Full				

Installation Details		Existing	Proposed	Variance
7	select fixture:	SL1 - MV0400	ATB2 274 Watt, Gray	
	select pole:			
	Fixture*	\$ 5.23	\$ 14.48	\$ 9.25
	Pole			
	Maintenance	\$ 2.38	\$ 1.74	\$ (0.64)
Quantity: 1	Energy**	\$ 12.96	\$ 7.79	\$ (5.17)
Conversion: Yes	Total	\$ 20.57	\$ 24.01	\$ 3.43
Full/Hybrid: Full				

* Includes fixture fee and \$.98 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included



Exhibit "F"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 2, 2018

Agenda Item No. Tab 12

Agenda Title: One Park Place Incentive Package Discussion and Commission consideration of \$300,000 redevelopment grant to complete the Certificate of Occupancy on the building.

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

Approved by Town Manager [Signature] Date: 4-26-18

John O. D'Agostino, Town Manager

Name/Title

Table with 3 columns: Originating Department, Costs, Attachments, Advertised, and notification status.

Summary Explanation/Background: The Commission is aware that a Rebus Salus LLC (Rebus) has One Park Place under a purchase and sale agreement...

One Park Place has remained vacant for the past twelve years. As a result, tax revenue from the property is minimal...

certificate of occupancy (CO) per State Statute until water, sewer connections and appliances are in each of the twenty units. In the meantime, the town is realizing only a fraction of the potential revenue from the property. The town has worked with Rebus to facilitate its purchase of the One Park Place property, and to issue a CO. Once the CO is issued, the tax revenue on the property will be significantly higher than the current \$20,000 a year the town receives.

In my discussions with Mr. Kligler, the Manager of Rebus, I have proposed a three part incentive package: **The First Part**, a redevelopment grant of \$300,000. The grant is to be used as capital to complete the building, install appliances get the water and sewer capital charges paid so the building can receive a CO. The Town will have to obtain a loan from a lender to provide this grant to Rebus. In order to receive a favorable interest rate from a lender, the Town Manager is proposing to place \$300,000 in unassigned fund balance in a certificate of deposit with the lending institution. The Town and the CRA proposes to borrow the funding from a lending institution at the lowest conceivable interest rate. The Town or the CRA will pay back the \$300,000 over an agreed upon term in accordance with the loan documents. In speaking with the Finance Director, the \$300,000 will be restricted from use during the term of the loan but the total amount in the fund balance will remain unchanged. The 2016 CAFR (Comprehensive Annual Financial Report) stands at \$822,261. The funds would remain in the account; the town would only pledge those funds as collateral on the \$300,000. The CRA and or the Town of Lake Park would pay off the Three Hundred Thousand Dollars over three years.

The Second Part of the incentive package is a request from Mr. Kligler for a loan guarantee for \$900,000. For the purpose of the loan guarantee, the vacant parcel will be used as collateral. The town manager has authorized an appraisal on the vacant parcel and the new owner has applied for a minor re-plat of the parcel to separate the parcel out from the parcel with the building. We are awaiting the application back from Mr. Kligler. The town will only guarantee the amount of the appraised value of the vacant land. We are awaiting the appraisal from Anderson and Carr. The cost of the appraisal was \$1,495.00.

The Third Part of the incentive package is a request from Mr. Kligler to have the CRA pay the town's portion of property taxes on the building once a CO is obtained. The incentive is over a five-year period on a sliding scale basis. The first year will be One Hundred percent paid by the Community Redevelopment Authority, and a reduction of twenty percent will occur in each of the next four years. The property taxes will increase from the minimal sum of \$20,000. I have contacted Pamela Lamb from the County Property Appraisers Office to get a hard figure on the Town's portion of property taxes. I expect to hear back from Pamela Lamb on Monday.

Tonight, Staff is recommending approval of the attached grant agreement for \$300,000. . There will be further consideration on the Second and Third Parts of the incentive package at the May 16, 2018 Commission meeting.

Finally, Mr. Kligler will attend the Commission meeting to answer any questions.

Recommended Motion: Move to approve the grant agreement for \$300,000 as structured, discussed and or amended.

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this ____ day of _____, 2018, by and between The Town of Lake Park ("Town"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Rebus Salus LLC, having an address at 819 North Sapodilla Avenue, West Palm Beach, FL 33401.

RECITALS

WHEREAS, the Town of Lake Park, Florida has such powers and authority as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Rebus Salus LLC is seeking financial support from the Town in the amount of \$300,000.00 (Grant) to be used as a capital contribution to assist a property located at 801 Park Avenue and known as One Park Place (the Property) in receiving a certificate of occupancy (CO) from the Town.

WHEREAS, the Property is located in the Town's downtown business district and has been constructed for approximately 12 years, but has never been completed so as to receive a CO from the Town's Building Official; and

WHEREAS, the Town has the authority to provide financial incentives to property owners proposing re-development within the Town, including those properties within its community redevelopment area; and

WHEREAS, the Town Manager recommends that the Town Commission provide a Grant to Rebus Salas LLC to enable it to complete those interior renovations which are necessary to obtain a CO for the Property; and

WHEREAS, the Town is willing to make the Grant available to Rebus Salas LLC on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant Amount; Use of Proceeds.

1.1 Grant. The Town agrees to provide Rebus Salus LLC with a Grant in the amount of \$300,000.

1.2 CRA Grant. At the Town Manager's discretion, the Commission has agreed that he may elect, in his capacity as the Executive Director of the Town's Community Redevelopment Agency (CRA), to recommend to the Commission that the Town of Lake Park or the Community Redevelopment Authority pay all or a portion of the principle and interest due on the loan to the lending institution. The Town Manager

has been authorized by the Commission to make application for a loan in the amount of \$300,000 to a lending institution at the lowest conceivable interest rate offered by the lender.

1.3 Use of Funds. The Town agrees to provide Rebus Salus LLC a redevelopment grant in the amount of \$300,000. The funds may be used by Rebus Salus LLC to pay down its capital costs to complete the required interior renovations to obtain a Certificate of Occupancy.

2. **Collateral.** The Town of Lake Park shall guarantee the loan by taking out a Certificate of Deposit in the sum of \$300,000 with the lender. The \$300,000 for the Certificate of Deposit will be taken from the Town's Unassigned Fund Balance.

3. **Project Reporting.** Rebus Salus LLC shall provide monthly status reports to the Town or upon the Town's request, more frequently regarding the status of the completion of the building and the Certificate of Occupancy.

3.1 Organization; Legal Status. Rebus Salus LLC is a duly organized limited liability company whose Manager is Pasquale Doriano, which is in good standing under the laws of Florida, has full power and authority to carry on its business as now conducted or as proposed to be conducted and has obtained all business receipt taxes, licenses and/or permits necessary to conduct its business in the Town of Lake Park.

3.2 Power; Authorization; Enforceable Obligations. Rebus Salus LLC has full power, authority and legal right to execute, deliver and perform its obligations under this Agreement. Rebus Salus LLC has taken all necessary action to authorize the appropriate individual to execute this Agreement.

3.3 In the event the Property is not financed by Rebus Salus LLC, or the loan for the Property does not close or other funds are not secured by Rebus Salus LLC to close the loan within 60 days, the Town's shall not be obligated to make the \$300,000 Grant to Rebus Salus LLC.

4. **Successors and Assigns.** This Agreement shall be binding upon and benefit the parties hereto and their respective heirs, executors, administrators, successors and assigns. Provided however, that Rebus Salus LLC shall not have the right to assign its interests in this Agreement without first obtaining the prior written consent of the Town Commission.

5. **Amendment.** This Agreement cannot be changed or amended except by a written amendment executed by both parties.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

7. **Counterparts.** This Agreement may be executed in counterparts.

8. **Severability.** Any provision, or portion of a provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective, void or unenforceable shall be stricken without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

9. **Indemnification.** Salus Rebus LLC agrees to indemnify and save harmless the Town its elected and appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

10. **Attorney Fees.** In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.

Rebus Salas LLC

TOWN OF LAKE PARK, FLORIDA

By: _____

Pasquale Doriano

Managing Partner

By: _____

Michael O'Rourke, Mayor

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