



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 4, 2015,  
Immediately Following the  
Special Call CRA Board Meeting  
Lake Park Town Hall  
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of February 18, 2015 Tab 1
  
- F. NOMINATION FOR BOARD MEMBERSHIP:
  2. Martin Schneider – Nominated for Re-Appointment to the Planning and Zoning Board as a Regular Member Tab 2
  
- G. PUBLIC HEARING (S) – QUASI-JUDICIAL HEARING:
  3. Resolution No. 07-03-15 An Application by RaceTrac Petroleum Inc., for the Special Exception Use and Site Plan Approval of a Gas Station with 5,928 Square Foot Convenience Store Tab 3
  
- H. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None
  
- I. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None
  
- J. NEW BUSINESS:
  4. Resolution No. 08-03-15 Authorizing the Mayor to Sign a First Amendment to Site Lease with option with R G Towers LLC for the Placement of a Stealth Telecommunications Tower at the Lake Park Harbor Marina. Tab 4
  5. Selecting a Date for the Volunteer Recognition Reception Tab 5
  6. Waiving of Parking/Meter Fees for the Easter Egg Hunt on April 4, 2015 and Closing the Curb Lane to be used for Parking on Park Avenue Tab 6
  7. Update on Town Manager Selection Process Tab 7
  
- TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
  
- K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, March 18, 2015

# **Consent Agenda**

# TAB 1





## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: **March 4, 2015**

Agenda Item No. **1**

**Agenda Title: Regular Commission Meeting Minutes of February 18, 2015**

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

Approved by Town Manager

*Lydia M. Kellon-Serra*  
*Vivian Mendez*

Date:

2/23/2015

*Vivian Mendez - Town Clerk*

Name/Title

<b>Originating Department:</b>  <b>Town Clerk</b>	Costs: \$ <b>0.00</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Agenda meeting minutes</b> <b>Exhibit "A"</b> <b>Exhibit "B"</b> <b>Exhibit "C"</b> <b>Exhibit "D"</b> <b>Exhibit "E"</b> <b>Exhibit "F"</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i> <b>Please initial one.</b>

**Summary Explanation/Background:**

**Recommended Motion:**

To approve the Regular Commission Meeting Minutes of February 18, 2015.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, February 18, 2015, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS  
None

D. PUBLIC COMMENT:

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

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of February 4, 2015 Tab 1
2. Resolution No. 06-02-15 to Increase the Employee Pay Ranges in the Town of Lake Park Position Titles, Job Codes and Pay Plan Tab 2
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None
- G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None
- H. NEW BUSINESS:
  3. Selection of the Finalists for the Position of Town Manager Tab 3
  4. Selecting a Date for the Volunteer Recognition Reception Tab 4
  5. Approval of the Addendum for the Additional Extension of the Security Services Agreement with U.S. Security Associates, Inc. for Security Services at the Lake Park Harbor Marina. Tab 5
  6. Approve Contract Time Extension for Lake Park Harbor Marina Seawall Remediation Project No. 103-2014. Tab 6
- I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, March 4, 2015



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, February 18, 2015, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission meeting on Wednesday, February 18, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and Kathleen Rapoza, Interim Town Manager Bambi Turner, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioner Michael O'Rourke arrived at 6:37 p.m.

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

**SPECIAL PRESENTATIONS/REPORTS**

**None**

**PUBLIC COMMENT:**

*Paul Martin, Jr., Palm Beach* – explained that he represented Future Energy Solutions. Future Energy Solutions is an innovative global green technology company that designs and installs energy-efficient lighting solutions. The company specializes in targeting customers who are currently operating inefficient high intensity discharge (HID) and fluorescent lighting systems. He explained that Future Energy Solutions would change the existing lighting system, at no upfront cost to its customers, and would maintain the lighting system for up to 15 years. He explained that the customer would pay Future Energy Solutions a percentage of what they would save each month on their electric bill by using their system. He provided the Commission copies of the brochure. Vice-Mayor Glas-Castro asked if he was referring to security lighting versus street lighting. Mr. Martin, Jr. explained that he was referring to any high intensity lighting.

**CONSENT AGENDA:**

- 1. Regular Commission meeting minutes of February 4, 2015.**
- 2. Resolution No. 06-02-15 to Increase the Employee Pay Range in the Town of Lake Park Position Titles, Job Codes and Pay Plan.**

Commissioner O'Rourke requested that the Regular Commission meeting minutes of February 4, 2015 be pulled from the Consent Agenda.

**Motion: Commissioner O'Rourke moved to approve item 2 on the consent agenda; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

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

Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Commissioner O'Rourke: "The only comments I have are that with regards to this, there was a discussion, and I'm going back to the issue regarding the Earl Stewart, what I call the performance bond. Those words are the whole essence of my argument with regards to why that information should be included in the minutes; again was excluded from this minutes. Anyone reading the summary of minutes here has no idea that the Commission voted to extend a performance bond in escrow to them even through Earl Stewart did not live up to the agreements that they had made with regards to that bond. That's it. Thank you".

Mayor DuBois asked if any specific language should be included. Commissioner O'Rourke stated "yes", it should specifically state (and it does not in either set of minute summaries) that a \$30,000 performance bond was extend to Earl Stewart along with the extension of deadlines.

**Motion: Commissioner O'Rourke moved to approve the minutes with an additional statement that includes that there was a \$30,000 performance bond that could have been surrendered that were left out of the minutes of the last meeting; Commissioner Flaherty seconded the motion.**

Mayor DuBois stated that he understood Commissioner O'Rourke's clarification and asked if the Town Clerk understood what it was that would be amended. Town Clerk Mendez stated that she would include Commissioner O'Rourke's comments during this section of the meeting verbatim. Mayor DuBois stated that that was not what the motion called for. He stated that the motion here was to clarify the position that was described in the agenda packet. He stated that in the agenda packet it describes the treatment of the \$30,000 bond. Attorney Baird clarified that the minutes have to accurately reflect what was said at a meeting. He stated that if Commissioner O'Rourke commented, at the last meeting, about the \$30,000 performance bond, then the Town Clerk can insert those comments into the minutes, but she cannot insert comments that were not spoken at the meeting. Mayor DuBois stated that these are summary minutes and does not feel that the Town Clerk needs to insert verbatim language, only the information regarding the \$30,000 bond.

Vote on Motion:

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

Motion passed 5-0.

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

None.

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

None.

**NEW BUSINESS:**

**3. Selection of the Finalist for the Position of Town Manager.**

Interim Town Manager Turner explained the item (see attached Exhibit “A”). Kurt Bressner, Senior Advisor for the International City Managers Association (ICMA) and the Florida City and County Management Association (FCCMA) introduced himself and explained his background. He explained what the process would be for the Commission this evening. He stated that the Commission would be choosing four (4) to five (5) finalist and possibly two (2) alternates. The Commission would discuss the timeline and process for the interviews. He explained that the Commission should first establish a salary range, so that when staff begins to communicate with the finalist, they can provide this piece of information to the finalist. He gave an example of what a Town Manager in a similar size Town earns (see Exhibit “B”) and explained the importance of establishing the salary range. The Commission discussed different options to include in the Town Manager contract as it relates to health insurance coverage, pension plan, life insurance, vehicle stipend, cell phone, etc.

Commissioner O’Rourke stated that he would like to take this discussion in a different direction and wanted to discuss what was expected of the Town Manager. He stated that residency requirement was extremely important to him. He would like to have the Town Manager be around for a while and the Commission was ready to work with a Town Manager for a committed amount of time. He stated that a possible housing allowance would assist a candidate in making the decision to work for the Town, if the person would be willing to relocate. Interim Town Manager Turner explained that the Town Code does not have a Town Manager residency requirement and explained that it could be a negotiating tool in the contract. Vice-Mayor Glas-Castro stated that she does not want a Town Manager that wants to retire in Florida with a 9-5 job. She would like to hire someone that would live in the Town, was engaged in the community, attends all functions, and reaches out to our outside organizations. Commissioner Flaherty asked if there was a boilerplate contract that the Commission could review. Interim Town Manager Turner stated that she could provide a boilerplate contract to the Commission as a future agenda item.

The Commission discussed the salary range. The Commission came to consensus to set the salary range at \$117,000 a year. The Commission discussed the Town Manager finalist.

**Motion: Commissioner O’Rourke moved to select James D. Drumm; Gregory L. Dunham; John O. D’Agostino; Robert Kellogg; and Lyndon L. Bonner as the Town Manager finalist; Commissioner Rapoza seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		

Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Interim Town Manager Turner explained that all the background and reference checks would be completed by the March 18, 2015 Regular Commission meeting. She explained how the previous formal interview process was conducted. She explained that the interviews began early on a Saturday morning, the candidates were then on their own for lunch, and the public interviews were conducted that afternoon. She stated that after the public interviews the candidates were invited to a meet-and-greet with the public in the Mirror Ballroom. She explained that a formal offer was made to a candidate at the following Regular Commission meeting, which was a few days later. The Commission discussed dates to conduct the formal interviews of the finalist.

**Motion: Commissioner O'Rourke moved to conduct a Special Call Commission Meeting on Saturday, March 21, 2015 at 6:30 p.m.; Commissioner Flaherty seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

Mr. Bressner explained that the individual interviews would be taking place earlier in the day, and therefore a public notice would be required for the interviews. Attorney Baird suggested that the time of the meeting be set to earlier in the day and then the Commission could recess the meeting after the interviews are conducted and then take action later in the day rather than setting a specific time for the meeting. Commissioner O'Rourke stated that it was important that the public be made aware of the specific time that the meeting would be taking place should members of the public want to participate. Mayor DuBois wanted to establish what time the interviews would begin on March 21, 2015. Interim Town Manager Turner explained that she would set an interview schedule for the Commission that would include the public interviews. Vice-Mayor Glas-Castro asked if during the public interviews were members of the public allowed to ask questions of the candidates. Interim Town Manager Turner explained that questions would be submitted by the public, using the pink comment cards, to the Mayor and the Mayor would then ask the candidate the question during the meeting.

**Motion: Commissioner O'Rourke moved to conduct a Special Call Commission Meeting on Saturday, March 21, 2015 at 3:00 p.m.; Commissioner Flaherty seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**4. Selecting a Date for the Volunteer Recognition Reception.**

Town Clerk Mendez explained the item (see attached Exhibit "C"). Several members of the Commission were not available on the suggested dates in April. The Commission directed staff to check the Gallery's availability for dates in the month of May. Town Clerk Mendez asked the Commission if they were prepared to discuss a donation amount for the Gallery. Mayor DuBois asked what the rental fee was for the Mirror Ballroom. Staff will bring back the rental fee schedule for the Mirror Ballroom at the next Commission meeting.

**5. Approval of the Addendum for the Additional Extension of the Security Services Agreement with U.S. Security Associates, Inc. for Security Services at the Lake Park Harbor Marina.**

Interim Town Manager Turner explained the item (see Exhibit "D").

**Motion: Commissioner O'Rourke moved to approve the addendum for the additional extension of the security services agreement with U.S. Security Associates, Inc. for security services at the Lake Park Harbor Marina; Commissioner Rapoza seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**6. Approve Contract Time Extension for Lake Park Harbor Marina Seawall Remediation Project No. 103-2014.**

Public Works Director Dave Hunt explained the item (see Exhibit "E").

**Motion: Commissioner O'Rourke moved to approve the contract time extension for Lake Park Harbor Marina Seawall Remediation Project 103-2014; Commissioner Rapoza seconded the motion.**



Vote on Motion:

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

Motion passed 5-0.

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

**Town Attorney Baird** stated that on behalf of the Town of Gulf Stream, Gary Richard of Richard Gear filed a class action lawsuit against Martin O'Boyle and his affiliated companies. The bases of the lawsuit is a Civil Rico Action, which means that the individuals alleged in the complaint as defendants conspired together to commit fraud by depriving the municipalities of time and money in making numerous public records request. The Town of Gulf Stream, in a two-month period, experienced over 1,000 public records request. The Town of Lake Park is an eligible class member because of the public records request case the Town settled with Citizen Awareness Inc. He stated that assuming the class was certified; he recommends that the Town become part of that class action lawsuit. He explained that the Town might recover the damages as part of the class. He stated that Attorney Jerry Richard did an excellent job of putting together the complaint.

He asked the Commission if he could have one of his associates cover the next Commission meeting because he would be celebrating a significant birthday that evening with his family. The Commission gave consensus and wished him a Happy Birthday.

Mayor DuBois asked if the Commission needed to vote on becoming a part of the Class Action lawsuit. Attorney Baird stated that the class was not certified yet, but he would come back to the Commission and ask to have the necessary forms filed to participate.

**Interim Town Manager Turner** introduced David Urbinati as the Interim Marina Director and gave a brief overview of his background including that he is a Town resident. Mr. Urbinati stated that it was a pleasure to be a part of the team. The Commission welcomed Mr. Urbinati.

Interim Town Manager Turner stated that on February 6, 2015, the Town submitted a Water Project Funding Application for 2.5 million for drainage improvements on Lake Shore Drive; total project cost is 2.5 million. She stated that this submittal is through the Agricultural and Natural Resources Appropriation Subcommittee of the Florida Legislature. She stated that this project had been submitted for funding in November of 2014 through the FY 2016 Cooperative Funding Program with the South Florida Water Management District with a local match of \$500,000. She announced that the next Sunset Celebration would be held on Friday February 27, 2015 from 6:00 p.m. until 9:00 p.m. at Lake Shore Park. She stated that there would be five new vendors at the celebration, two of which are Lake Park businesses. The two Lake Park vendors are Cider Donuts, and Adopt a Cat Inc. She stated that February is "Love your Library" month. She

encouraged everyone to stop by the Library and let staff know what they love about the Library. She reminded everyone that the AARP Tax Help is available at the Library every Saturday through April 11, 2015 from 10:00 a.m. until 2:00 p.m. The Adults Writers Group would be meeting on Saturday's at 10:30 a.m. The Community Garden meeting would be meeting on Tuesday, February 24, 2015 at 6:00 p.m. The Purple Sage Book Club would be meeting on Wednesday, February 25, 2015 at 6:00 p.m. The Kids Monthly Movie Madness would be on Thursday, February 19, 2015 at 5:00 p.m. and the movie would be "Wreck-it Ralph". The Historical Society meeting would be on Monday, February 23, 2015 at 7:00 p.m. at the Evergreen House with guest speaker author Ruth Hartman Berge. She stated that summer camp would began on June 10, 2015. The Recreation Manager had provided the 2015 Summer Camp Sponsorships Program (see Exhibit "F") to each Commissioner. She announced that the March "Property of the Month" had been awarded to Deborah J. Williams at 114 Bayberry Drive.

Vice-Mayor Glas-Castro asked if staff knew who was on the Appropriations Committee regarding the Lake Shore Drive Drainage Improvement Application that was submitted. Interim Town Manager Turner stated that Representative Bobby Powell was on the committee. Mayor DuBois explained that the Governor had narrowed the criteria for which grants would be eligible. He explained that Sober Homes has made it through its first committee. Vice-Mayor Glas-Castro stated that Representative Bobby Powell was on the committee, along with two others that she was familiar with; Debbie Mayfield, and Christian Jacobs. She asked for a summary of what the Town applied for so the Commissioners can reference the summary when reaching out to the committee members. Interim Town Manager Turner stated that she would send them a summary.

**Commissioner O'Rourke** had no comments.

**Commissioner Rapoza** had no comments.

**Commissioner Flaherty** welcomed Mr. Urbinati and thanked Mr. Bressner for all his assistance.

**Vice-Mayor Glas-Castro** stated that over the past few weeks, she has heard concerns from residents, and received an email that was also sent to the entire Commission, regarding staff proposing to charge a user fees for the tennis court and did not remember it coming before the Commission. Interim Town Manager Turner stated that it was scheduled for a future agenda. Vice-Mayor Glas-Castro stated that from her perspective, "do not waste staff resources and staff time because she would not vote in favor of such a proposal". Commissioner O'Rourke stated that he was also aware of the agenda item coming up and his understanding was that it would be for some type of parking fee. He stated that he has received feedback that it would not be a good idea and he would be opposed to it. Mayor DuBois asked what was a user fee. Interim Town Manager Turner stated that her understanding was that it would not be a membership fee, but it would be a pass for the upper courts and it would include a certain amount of court time and a parking pass. Commissioner O'Rourke stated that it was premature to discuss this item.

Vice-Mayor Glas-Castro asked if the Noise Ordinance was scheduled for a future agenda. Interim Town Manager Turner stated “yes”, it was scheduled for the March 18, 2015 Regular Commission meeting.

**Mayor DuBois** explained that he received an invitation from Florida Power and Light (FPL) for an event taking place at Lake Park Elementary on Monday, March 2, 2015 at 8:00 a.m. He stated that volunteers would be working around the Lake Park Elementary grounds, doing things like cleaning, and painting until about 1:00 p.m. He extended the invitation to the entire Commission.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:36 p.m.

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Mayor James DuBois

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Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2015



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "A"*

Meeting Date: February 18, 2015

Agenda Item No. 3

Agenda Title: Selection of the Finalists for the Position of Town Manager

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 2/10/2015  
*[Signature]*

Name/Title

<b>Originating Department:</b>  Human Resources	<b>Costs: \$ -0-</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> Copies of Town Manager Application Material Received; PEPIE Salary Survey; and, ICMA Members' CAO Salary and Compensation Survey Results 2014
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<b>Yes I have notified everyone:</b> <input checked="" type="checkbox"/> <b>BMT</b> OR Not applicable in this case: <b>Please initial one.</b>

Summary Explanation/Background:

On February 10, 2015, a publicly noticed meeting via conference call was conducted among the following individuals for the purpose of identifying the semi-finalists for the position of Town Manager from among the applicants for this position:

- Kurt Bressner, former City Manager of Boynton Beach and Florida City/County Management Association (FCCMA) Senior Advisor;
- Mark Durbin, former City Manager of Kissimmee and FCCMA Senior Advisor

- Craig Hunter, former County Manager of Citrus County and former City Manager of Deerfield Beach; and
- Bambi McKibbon-Turner, Human Resources Director of the Town of Lake Park

Based upon the criteria identified by the Town Commission, the following eight applicants were selected as semi-finalists:

- Andrew M. Barton, of Mesquite, Nevada
- Lyndon L. Bonner, of Flagler Beach, Florida
- James D. Drumm, of Zephyrhills, Florida
- Gregory L. Dunham, of Kenly, North Carolina
- Robert Kellogg, of Palm City, Florida
- Mark A. Kutney, of Wellington, Florida
- Ronald R. Neibert, of Mt. Vernon, Illinois
- William R. Whitson, of Lynn Haven, Florida

Additionally, at the February 4, 2015 meeting the Commission identified the following semi-finalists for the Town Manager position:

- Manny Anon, Jr., of Miami, Florida
- Andrew M. Barton, of Mesquite, Nevada
- Lyndon L. Bonner, of Flagler Beach, Florida
- Halifax C. Clark II, of Peachtree City, Georgia
- Lawrence F. Coppola, of Port Orchard, Washington
- John O. D'Agostino, of Mansfield, Massachusetts
- James D. Drumm, of Zephyrhills, Florida
- Gregory L. Dunham, of Kenly, North Carolina
- Robert Kellogg, of Palm City, Florida
- Mark A. Kutney, of Wellington, Florida
- Joseph F. Pinnisi, of Sanford, Florida
- William R. Whitson, of Lynn Haven, Florida

The purpose of this meeting is the identification by the Town Commission of the finalists for the Town Manager position.

Additionally, Kurt Bressner will be present at this meeting to assist the Commission in developing its list of finalists, discuss compensation expected for the new Town Manager, and discuss ideas for the interview process. A potential date for the Town Manager applicant interviews will also be discussed.

Staff was also asked to provide a survey of the Town Managers' salaries from among comparable municipalities. Attached is an excerpt from the 2014 Public Employers Personnel Information Exchange (PEPIE) Salary Survey for the position of Agency Manager, which includes the position titles of City Manager and Town Manager.

Additionally, according to 2014 Survey of 137 Florida cities conducted by the Internal City/County Management Association (ICMA), there were 22 responses for cities 5,000-9,999 in population and 15 for cities 2,500-4,999 in population.

22 Cities 5,000 to 9,999 in Population:

Minimum \$74,900  
Mean \$113,129  
Median \$105,105  
Maximum \$189,000

15 Cities 2,500 to 4,999 in Population:

Minimum \$65,000  
Mean \$99,575  
Median \$94,555  
Maximum \$144,385

The Town of Lake Park's population is 8,360. A copy of the ICMA survey is also attached.

Copies of the application materials received from the above applicants are attached as back-up to this agenda item, and are organized as follows: (1) Semi-finalists in alphabetical order; and (2) non semi-finalists in alphabetical order.

**Recommended Motion: I move to select the following applicants as finalists for the position of Town Manager:** \_\_\_\_\_

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Exhibit "B"

2014 PEPLE SALARY SURVEY

Agency Manager

Employer	Your Title	FLSA Status	Match (L,S,H)	Exec. (Y/N)	Supv. Level	Minimum	Midpoint	Maximum	Total EE in Dept.	Total Budget	Average Actual Salary	Reports to	Comments	Population (2013)
City of West Palm Beach	City Administrator	E	S	Yes	A	\$164,057	\$205,251	\$246,445	5	\$1,010,356.00	\$195,000	Mayor		102,436
Palm Beach County Sheriff's Office	Sheriff	E	H	Yes	A	\$171,468	\$171,468	\$171,468	3628	\$509,243,437.00	\$171,468	Board of County Commissioners		53,456
City of Margate	City Manager	E	S	Yes	A	\$139,062	\$161,094	\$195,105			\$179,105			
Clerk & Comptroller, Palm Beach County	Clerk and Comptroller	E	S	Yes	A	\$162,549	\$162,549	\$162,549	765	\$62,363,102.00	\$162,549	Mayor/Commission		60,072
City of Delray Beach	City Manager	E	S	Yes	A	\$117,456	\$132,872	\$167,907		\$494,200.00	\$160,074			
Broward County Housing Authority	Chief Executive Officer	E	S	Yes	A	\$116,451	\$151,387	\$186,322	2	\$1,023,369	\$180,678	Board of Commissioners		N/A
City of Palm Beach	City Manager	E	S	Yes	A	\$152,598	\$149,021	\$200,000	7	\$1,081,453.00	\$165,000	Board of Commissioners		38,632
Martin County BOC	County Administrator	E	H	Yes	A	\$15,000	\$82,500	\$150,000	11	\$24,166,400	\$117,221	Mayor/Council		N/A
City of Panama	Mayor	E	S	Yes	A									90,268
City of Boca Raton	City Manager	E	S	Yes	A				7	Ernie City \$3,702,395.00	\$169,950	City Council		89,407
City of Boynton Beach	City Manager	E	S	Yes	A				7	\$1,818,300.00	\$200,283	City Commission Mayor		71,097
City of Coconut Creek	City Manager	E	S	Yes	A				8	156,596,037 entire city	\$213,282	City Commission		56,792
City of Coral Springs	City Manager	E	S	Yes	A				8	\$1,780,519.25	\$168,175	City Commission		121,604
City of Dania Beach	City Manager	E	S	Yes	A				4	\$304,357.00	\$169,539	Commission	Contract - no range	30,731
City of Deerfield Beach	City Manager	E	S	Yes	A				4	\$1,083,044.00	\$156,905	Mayor/Council		78,041
City of Greenacres	City Manager	E	H	Yes	A				2	\$300,810.00	\$174,348.00	City Commissioners		38,696
City of Lauderdale Lakes	City Manager	E	H	Yes	A				4	\$714,348.00	\$201,801	City Commissioners		43,285
City of Oakland Park	City Manager	E	S	Yes	A	\$0		\$0		\$892,252.00	\$160,999	City Council	Contractual - Unclassified Salary Grade	50,899
Palm Beach Gardens	City Manager	E	S	Yes	A				4		\$247,208	Board		26,518
City of Parkland	City Manager	E	S	Yes	A				5	\$359,764.00	\$274,996	City Commission		106,529
City of Pembroke Pines	City Manager	E	S	Yes	A				4	\$791,474	\$160,250	Commissioners		104,410
CITY OF POMPANO BEACH	CITY MANAGER	E	S	Yes	A				12	\$898,434	\$150,500	CITY COUNCIL		33,263
CITY OF RIVERA BEACH	City Manager	E	S	Yes	A				5	\$403,625.00	\$214,832	City Commission		16,078
City of Stuart	City Manager	E	S	Yes	A						\$247,208	Board		63,155
CITY OF TAMPA	City Manager	E	S	Yes	A						\$247,208	Board		
Health Care District of Palm Beach County	Chief Executive Officer	E	S	Yes	A						\$247,208	Board		
Palm Beach County School District	Superintendent	E	H	Yes	A				4		\$236,385	School Board	Contract - no range	N/A
SOUTH FLORIDA WATER MANAGEMENT DISTRICT	EXECUTIVE DIRECTOR	E	S	Yes	A					\$622,2MM	\$165,006	GOVERNING BOARD		N/A
Town of Davie	Town Administrator	E	S	Yes	A				8	\$1,980,062	\$190,000	Town Council/Mayor		96,630
Town of Jupiter	Town Manager	E	S	Yes	A				3	\$360,471.00	\$117,000	Town Council	Contract	58,298
Town of Lantana	Town Manager	E	S	Yes	A				12	\$802,689.00	\$220,000	Town Council	Contractual	10,687
Town of Palm Beach	Town Manager	E	S	Yes	A				15	\$17,671.00	\$178,911	Mayor/Council		8,649
The Village of Royal Palm Beach	Village Manager	E	S	Yes	A						\$163,147	Village Council	contract supersedes ranges	36,306
Village of Tequesta	Village Manager	E	S	Yes	A				2		\$216,299	Village Council		5,803
Village of Wellington	Village Manager	E	S	Yes	A						\$216,299	Village Council		60,202
						Minimum	Midpoint	Maximum						
						\$127,323	\$155,241	\$185,031						
						3rd Quartile: \$162,926	\$168,180	\$195,105						
						1st Quartile: \$124,997	\$152,029	\$168,476						
						Median: \$135,810	\$157,610	\$186,322						
						Actual Salary Results								
						3rd Quartile: \$201,801	\$201,801	\$201,801						
						1st Quartile: \$182,549	\$182,549	\$182,549						
						Simple Average: \$183,160								





# ICMA Members' CAO Salary and Compensation Survey Results 2014

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## Highlights

- The overall median base salary for chief appointed officials (CAOs) in city-type government is \$122,925; for county CAOs, it's \$135,110.
- 81% percent of ICMA member CAOs reported that their base salaries are publicly available on the local government website.
- In a majority of cases overall, benefit packages for CAOs are calculated in the same manner as for other employees of the local government.

ICMA's annual CAO Salary and Compensation Survey is now a member benefit. For the last several years the survey has been sent to local government managers and chief administrative officers regardless of whether they are ICMA members. The 2014 survey, which was conducted in June-August, was an electronic survey sent only to ICMA members who are chief administrative officers or managers in U.S. local governments. ICMA is pleased to be able to offer our members this exclusive salary and benefit information.

Identifying a "typical" salary and benefits for a city or county manager or chief appointed official (CAO) is difficult because of the many variables that have an impact on the compensation package. "ICMA Guidelines for Compensation" state that the compensation of local government managers should be "fair, reasonable, transparent, and based on comparable public salaries nationally and regionally."<sup>1</sup> But what is fair and reasonable? If the CAO is a city, county, or town manager, he or she serves as the chief executive officer (CEO) of a major enterprise, with more lines of business than most comparably sized private companies. If the CAO works for a mayor or county executive, he or she serves as chief operating officer, again with substantial executive responsibilities for a highly complex organization. Additionally, the actual range of services for which the CAO is responsible varies widely.

While ICMA recommends that compensation benchmarks be established in accordance with comparable local government and/or public sector agencies, there is no consensus on what external positions are appropriate for benchmarking CAO pay. ICMA guidelines are broad, stating that "compensation should be based on the position

requirements, the complexity of the job reflected in the composition of the organization and community, the leadership needed, labor market conditions, cost of living in the community, and the organization's ability to pay."<sup>ii</sup>

There is no average CAO any more than there is an average city, county, or town. Responses show that pay practices vary widely according to the size, location, and philosophy of each local government. The survey was designed to collect information on compensation for CAOs that would reflect the norms around the country and to examine practices in relation to the principles contained within the "ICMA Guidelines for Compensation."

## Survey Methodology

The 2014 *ICMA CAO Salary and Compensation Survey* was sent to all ICMA members who hold the position of CAO in U.S. local governments. This included 49 CAOs in Special Districts and Directors of Councils of Governments. The survey response rate was 33%, with 1,122 surveys submitted from among 3,393 mailed (Table 1).

Table 1 shows the overall totals, including CAOs in special districts and councils of government, but when the responses are arrayed by population, form of government, and metropolitan status, the special districts and councils of government are not included. Of the 49 CAOs in Special Districts and Directors of Councils of Governments who were sent surveys, nine responded.



**Table 1 Survey Response**

	Local governments surveyed with ICMA member CAOs (A)	No. CAOs in each local government responding	
		No.	% of (A)
<b>Total</b>	3,393	1,122	33.1%
<b>Population group</b>			
Over 1,000,000	13	3	23.1%
500,000-1,000,000	23	12	52.2%
250,000-499,999	62	17	27.4%
100,000-249,999	190	78	41.1%
50,000-99,999	347	127	36.6%
25,000-49,999	519	196	37.8%
10,000-24,999	890	289	32.5%
5,000-9,999	621	196	31.6%
2,500-4,999	411	115	28.0%
Under 2,500	268	80	29.9%
<b>Geographic division</b>			
New England	276	81	29.3%
Mid-Atlantic	225	71	31.6%
East North-Central	612	196	32.0%
West North-Central	479	160	33.4%
South Atlantic	726	241	33.2%
East South-Central	72	31	43.1%
West South-Central	250	93	37.2%
Mountain	265	95	35.8%
Pacific Coast	439	145	33.0%
<b>Metro status</b>			
Metropolitan Statistical Area	2,164	706	32.6%
Micropolitan Statistical Area	451	166	36.8%
NECTA	191	65	34.0%
Undesignated	536	176	32.8%
<b>Form of government</b>			
Unavailable	16	3	18.8%
Mayor-council	688	206	29.9%
Council-manager	2,166	723	33.4%
Commission	27	8	29.6%
Town meeting	106	32	30.2%
Representative town meeting	21	7	33.3%
County commission	27	13	48.1%
Council-administrator (manager)	246	102	41.5%
Council-elected executive	47	19	40.4%

### **The Core Principles of the ICMA Code of Ethics**

Compensation and personnel matters should be guided by the core principles of the ICMA Code of Ethics. ICMA affirms that the standard practice for establishing the compensation of local government managers be fair, reasonable, transparent, and based on comparable public salaries nationally and regionally. ICMA members should act with integrity in all personal and professional matters in order to merit the trust of elected officials, the public and employees. Local government managers have an ethical responsibility to be clear about what is being requested and to avoid excessive compensation.

Elected officials perform a critical governance role providing oversight of the management of the organization. To that end, they must be engaged in establishing the process for determining the compensation for all executives appointed by the governing body.

Compensation should be based on the position requirements, the complexity of the job reflected in the composition of the organization and community, the leadership needed, labor market conditions, cost of living in the community, and the organization's ability to pay.

Source: "ICMA Guidelines for Compensation" (2010), 1, [icma.org/Documents/Document/Document/302085](https://www.icma.org/Documents/Document/Document/302085).

### **Base Salary**

It is not possible to determine from the survey what the base salary benchmark should be for the CAO in any specific jurisdiction. In brief, the "ICMA Guidelines" recommend that the following factors be considered in establishing CAO pay:

- Scope of services provided
- Requirements of the job
- Experience needed to successfully perform
- Market pay for comparable public sector executives
- Local government's financial position
- The individual CAO's credentials, experience, and expertise.

To ensure that respondents reported the same information, survey instructions defined *base salary* as follows:

*This amount is not necessarily your taxable income. It is your salary before any pre-tax contributions are deducted to arrive at taxable income. For example, if your salary is \$250,000 and you put \$17,000 in pre-tax dollars into a retirement account, your base salary is \$250,000.*

Base salary is generally related to population size of the local government; however, even within each population category and within the same geographic regions, the specifics are unique. Arguably, in smaller local governments the



CAOs may have a breadth of hands-on responsibility uncommon in large communities, and managers in large communities typically bring to their positions extensive experience acquired in smaller communities. A small community may have a strong financial capacity while a large city may have a weak financial position, or vice versa. This reality is reflected in the wide variation in base pay.

Survey results show that the overall median salaries for city and county ICMA member CAOs are \$122,925 and \$135,110, respectively. The median amounts for 2014 by population group are shown in Table 2.

**Table 2 Median Salary for CAOs**

	City CAO Median salary	County CAO Median salary
Total	\$122,925	\$135,110
Over 1 million	\$357,500	\$305,000
500,000-1,000,000	\$239,000	\$183,016
250,000-499,999	\$228,000	\$177,000
100,000-249,999	\$206,000	\$156,275
50,000-99,999	\$176,206	\$133,149
25,000-49,999	\$142,800	\$114,000
10,000-24,999	\$125,000	\$107,500
5,000-9,999	\$101,644	\$94,295
2,500-4,999	\$87,244	-
Under 2,500	\$72,000	-

Appendix Tables A and B show the mean, median, minimum, and maximum salaries for cities and counties, respectively, within each state by population group.

### Base Salary Documentation

Documentation of base salary is important for providing transparency to taxpayers and shielding CAOs from accusations of trying to hide their compensation. Asked whether their base salaries are documented in contracts or letters of agreement with the appointing authority, 81% of respondents overall responded in the affirmative (not shown).

The most notable variation occurs when the data are arrayed by form of government, with 83% of respondents serving in council-manager governments and 71% of those in mayor-council governments reporting base salary documentation. In the former case, the full council is normally responsible for setting compensation, while in the latter case, compensation may be negotiated between only the mayor and the CAO.

### Base Salary Publicly Accessible on the Local Government Website

While salaries are a matter of public record, they are not always easy for the public to access. For maximum transparency, 47% of respondents reported that their base salaries are publicly available on the local government website (Table 3).



**Table 3 Base Salary Publicly Accessible on Local Government Website**

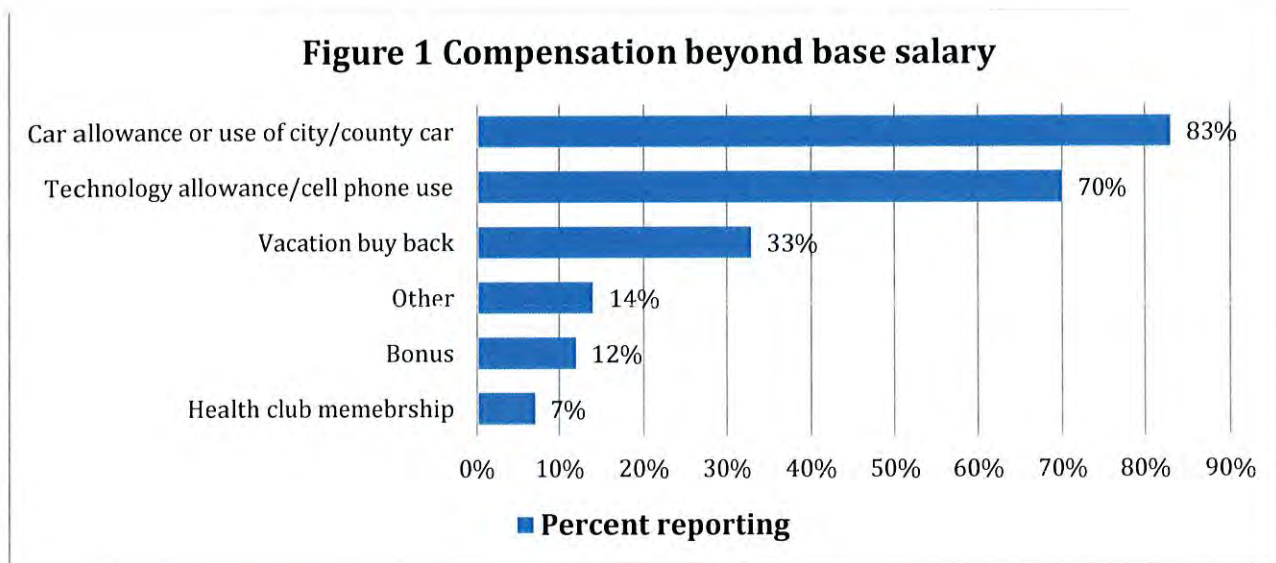
Classification	No. reporting	Yes		No	
		No.	% of (A)	No.	% of (A)
Total	1,094	513	46.9%	581	53.1%
<b>Population group</b>					
Over 1,000,000	3	3	100.0%	-	0.0%
500,000-1,000,000	11	7	63.6%	4	36.4%
250,000-499,999	17	10	58.8%	7	41.2%
100,000-249,999	76	45	59.2%	31	40.8%
50,000-99,999	121	66	54.5%	55	45.5%
25,000-49,999	190	94	49.5%	96	50.5%
10,000-24,999	285	134	47.0%	151	53.0%
5,000-9,999	194	92	47.4%	102	52.6%
2,500-4,999	113	35	31.0%	78	69.0%
Under 2,500	75	23	30.7%	52	69.3%
<b>Geographic division</b>					
New England	80	49	61.3%	31	38.8%
Mid-Atlantic	69	41	59.4%	28	40.6%
East North-Central	195	112	57.4%	83	42.6%
West North-Central	156	57	36.5%	99	63.5%
South Atlantic	231	72	31.2%	159	68.8%
East South-Central	30	6	20.0%	24	80.0%
West South-Central	91	23	25.3%	68	74.7%
Mountain	94	43	45.7%	51	54.3%
Pacific Coast	139	106	76.3%	33	23.7%
<b>Form of government</b>					
Unavailable	3	1	33.3%	2	66.7%
Mayor-council	200	76	38.0%	124	62.0%
Council-manager	704	353	50.1%	351	49.9%
Commission	8	3	37.5%	5	62.5%
Town meeting	32	19	59.4%	13	40.6%
Representative town meeting	7	3	42.9%	4	57.1%
County commission	13	5	38.5%	8	61.5%
Council-administrator(manager)	99	41	41.4%	58	58.6%
Council-elected executive	19	8	42.1%	11	57.9%

### Compensation beyond Base Salary

Beyond base pay, the only additional compensation that is common practice is car allowance (83% reporting) (Figure 1).

A few respondents wrote in other types of compensation, such as civic club membership, educational allowances, country

club membership, longevity pay, ICMA membership, conference expenses. The average amount of cash compensation received in 2014 above base salary was \$6,669 (not shown).



### Salary and Performance Review

Annual performance evaluations of the manager/CAO can benefit both the manager and the governing body, identifying successes and missed opportunities as well as future goals and objectives. The review process offers an occasion for discussion among all parties and can help the governing body avoid some of the pitfalls of unclear direction. A majority of all respondents reported an annual performance evaluation (84%), regardless of whether compensation is considered during that process (Table 4).

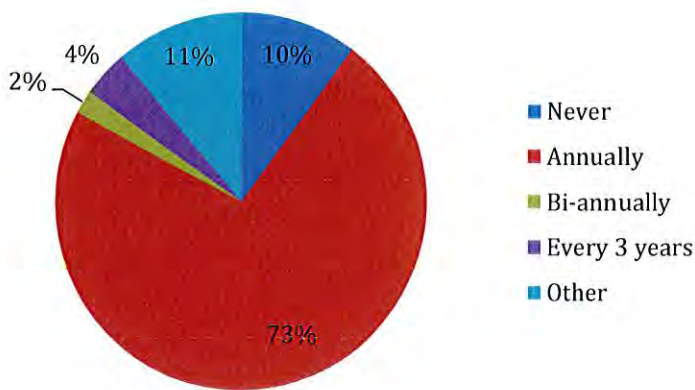


**Table 4 Annual Performance Evaluation**

Classification	No. reporting	Yes		No	
		No.	% of (A)	No.	% of (A)
<b>Total</b>	<b>1,089</b>	<b>919</b>	<b>84.4%</b>	<b>170</b>	<b>15.6%</b>
<b>Population group</b>					
Over 1,000,000	3	3	100.0%	-	0.0%
500,000-1,000,000	11	11	100.0%	-	0.0%
250,000-499,999	17	12	70.6%	5	29.4%
100,000-249,999	76	58	76.3%	18	23.7%
50,000-99,999	121	106	87.6%	15	12.4%
25,000-49,999	187	164	87.7%	23	12.3%
10,000-24,999	283	245	86.6%	38	13.4%
5,000-9,999	194	160	82.5%	34	17.5%
2,500-4,999	112	87	77.7%	25	22.3%
Under 2,500	76	65	85.5%	11	14.5%
<b>Geographic division</b>					
New England	79	67	84.8%	12	15.2%
Mid-Atlantic	69	41	59.4%	28	40.6%
East North-Central	192	158	82.3%	34	17.7%
West North-Central	155	135	87.1%	20	12.9%
South Atlantic	232	194	83.6%	38	16.4%
East South-Central	30	20	66.7%	10	33.3%
West South-Central	90	78	86.7%	12	13.3%
Mountain	95	88	92.6%	7	7.4%
Pacific Coast	138	130	94.2%	8	5.8%
<b>Form of government</b>					
Unavailable	3	2	66.7%	1	33.3%
Mayor-council	201	154	76.6%	47	23.4%
Council-manager	698	612	87.7%	86	12.3%
Commission	8	6	75.0%	2	25.0%
Town meeting	32	27	84.4%	5	15.6%
Representative town meeting	7	6	85.7%	1	14.3%
County commission	13	9	69.2%	4	30.8%
Council-administrator(manager)	99	80	80.8%	19	19.2%
Council-elected executive	19	15	78.9%	4	21.1%

While a majority of respondents also reported having annual salary reviews (73%), 11% indicated other frequencies of salary review while 10% reported no salary review at all (Figure 2). Consistent with the “ICMA Guidelines” concerning transparency, 91% of respondents indicated that their total compensation package is available to all members of the governing body (not shown).

**Figure 2 Salary review**



### Transparency

1. Local government managers should provide their total compensation package to the governing body when requesting compensation changes so that the governing body has a comprehensive view of the compensation package.
2. In the interest of fairness and transparency, there should be full disclosure to the governing body, prior to formal consideration and approval, of the potential cost of any benefit changes negotiated during employment.
3. When the terms and conditions of employment are being renegotiated with the employer and at the end when the employment is being terminated, ICMA members have a duty to advise the elected officials to seek legal advice.
4. In the interests of transparency, the salary plan and salary ranges for local government positions, including that of the manager, should be publicly accessible on the agency's website.

Source: "ICMA Guidelines for Compensation" (2010), 3, [icma.org/Documents/Document/Document/302085](http://icma.org/Documents/Document/Document/302085).

### Furlough Days

Furlough days were reported by 4% overall, with an average number of ten furlough days. CAOs reporting in localities in the Pacific Coast division show the highest percentage reporting furlough days (12%) (not shown).

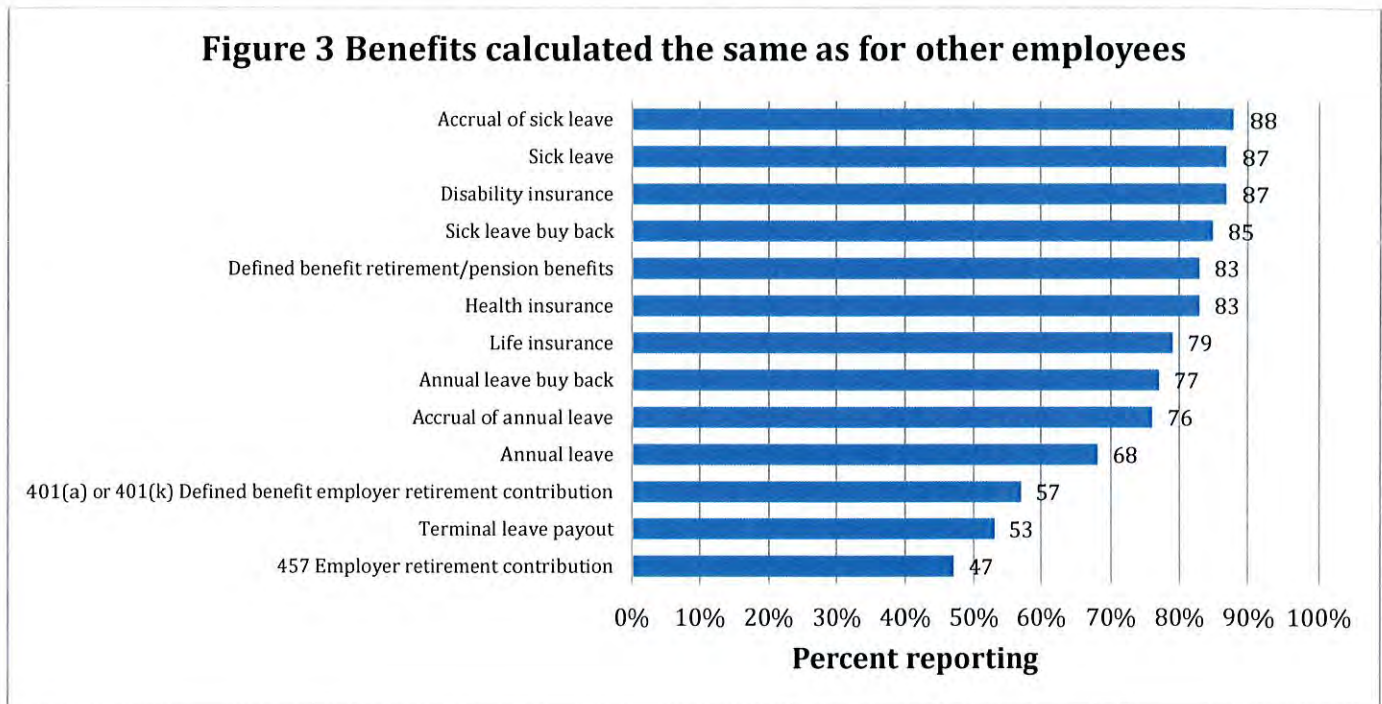
### Benefits

The survey collected information on benefits provided to CAOs, with attention given to how those benefits are calculated—that is, whether they are calculated using the same process used to calculate the benefits for other employees. The following definition was provided to survey respondents:

*The "same" does not necessarily mean the same dollar amount; it means that the benefit is determined in the same manner, e.g., if health insurance premiums paid by the employee are based on type of coverage, is that how your premium contribution is calculated?*



A majority of respondents reported that their benefits are calculated in the same manner as the benefits are calculated for other employees, with the exception of the 457 employer retirement contribution (Figure 3).



### Employment Contracts/Agreements

Eighty-nine percent of CAOs reported having an employment agreement or contract (not shown), although there is noticeable variation between the percentages reported in mayor-council localities (80%) and those in council-manager (92%) localities. In 90% of the cases the agreement documents the CAO's full compensation. In addition, respondents reported that the agreement

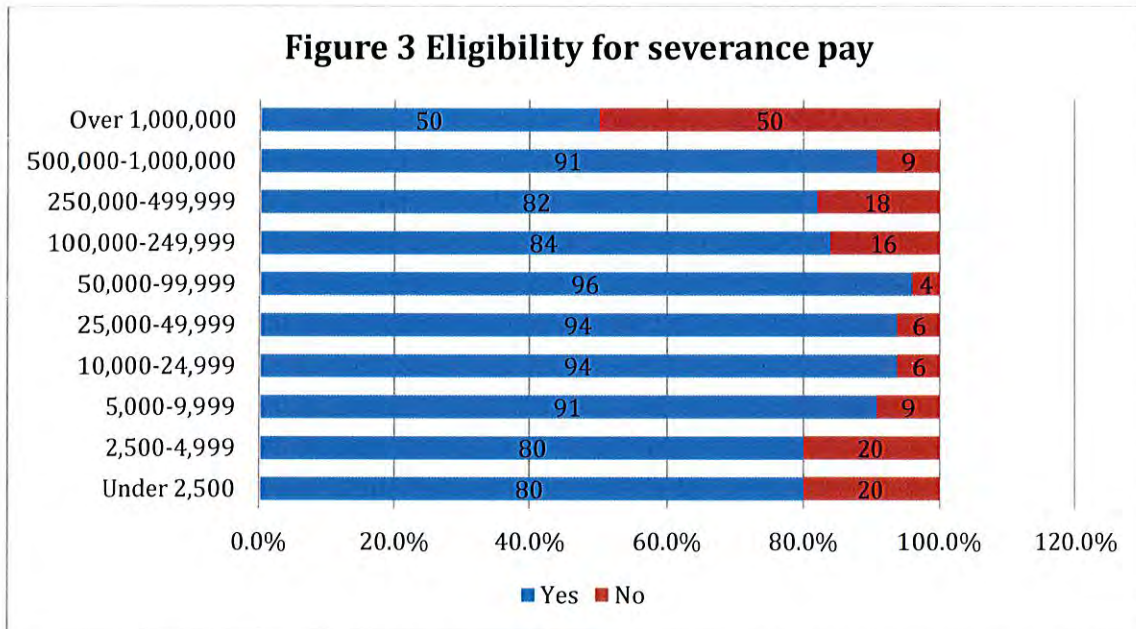
- was approved in a public session (96%)
- is available to the public upon request (99%)
- is posted on the local government website (18%).

The facts that an employment agreement is typically approved in a public session and is available to the public upon request reflect the value of transparency to the public.

### Severance Benefits

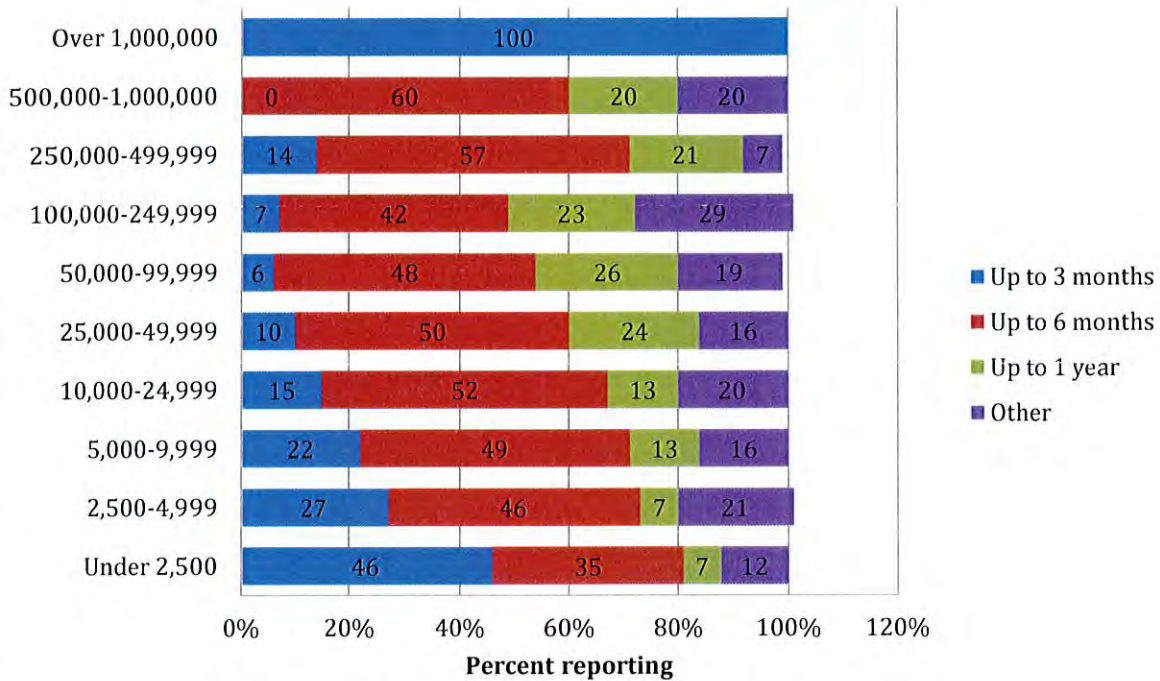
Because CAOs serve at the pleasure of elected officials, their positions can be more vulnerable to political shifts than those of other professions. To financially buffer CAOs from the consequences of suddenly finding themselves without

a job, severance benefits are particularly important. Overall, 78% of respondents reported that they are eligible to receive severance pay (Figure 3).



Of those who have an employment agreement, 84% reported that the severance pay is specified in their contracts (not shown). For the plurality of respondents (45%) and for all population groups except the very smallest, the amount of severance pay reported is typically up to six months (Figure 4), although the ICMA model employment agreement recommends one year.

**Figure 4 Maximum Severance Pay**



**Summary**

- Base salaries are generally correlated to the size of the local government, but variations are extremely broad, distorting the value of a calculated mean or average.
- The CAO base salary is documented; the total compensation package is available to all members of the governing body; and, in a majority of jurisdictions with populations of 25,000 or more, the base salary is posted on the local government’s website.
- Most CAOs receive an annual salary review and an annual performance review.
- Most CAOs receive a car allowance.
- Typical benefit packages for CAOs, usually calculated for the CAO in the same manner as for other local government employees are reported by a majority with the exception of the 457 employee retirement contribution (47%).
  - health insurance
  - disability insurance
  - annual leave
  - sick leave
  - accrual of annual leave
  - accrual of sick leave



- annual leave buy-back
  - sick leave buy-back
  - terminal leave payout
  - defined benefit retirement/pension benefits
  - 401(a) or 401(k) defined contribution employer retirement contribution
  - 457 employer retirement contribution.
- CAOs have an employment agreement or contract that is approved in a public session and made available to the public upon request.
  - CAOs are eligible to receive severance pay, which is specified in the employment agreement and most commonly, amounts to either six months or a year of pay.

Results of the 2014 *ICMA Compensation Survey for Local Government Chief Appointed Officials* serve several purposes. Survey data demonstrate the impossibility of establishing actual salary benchmarks outside of a specific market; however, survey data do establish the norms for compensation practices across local governments.

There will always be variations based on characteristics of the local government, including its financial condition and service provisions, and on characteristics of the CAO, such as tenure, experience, and education. Nonetheless, with data on what the majority of respondents report, norms can be established, providing a framework for elected officials when determining compensation packages in conjunction with the “General Compensation Guidelines for all Employees” (see sidebar).

#### General Compensation Guidelines for all Employees

1. Each local government should establish benchmark agencies which are determined using set criteria, such as, but not limited to
  - Close geographic proximity
  - Similarity with regard to the nature of the services provided
  - Similarity in employer size/population size
  - Similarity in the socio-economic makeup of the population
  - Other similar employers in the immediate area
2. The local government should develop appropriate compensation levels that are in line with their labor market. Doing so will enable the organization to establish and maintain a reputation as a competitive, fair, and equitable employer as well as a good steward of public funds.
3. When considering any salary or benefit changes, the immediate and anticipated long-term financial resources of the organization always should be taken into account.

4. Appropriate financial practices should be followed to both disclose and properly fund any related future liability to the local government.

Source: "ICMA Guidelines for Compensation" (2010), 3 [icma.org/Documents/Document/Document/302085](https://www.icma.org/Documents/Document/Document/302085).

Appendix A: City CAO Base Salaries by State and Population

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
<b>Overall total</b>		<b>978</b>	<b>\$45,000</b>	<b>\$130,327</b>	<b>\$122,925</b>	<b>\$400,000</b>
Alabama	Total	5	\$82,400	\$147,500	\$161,100	\$175,000
	50,000-99,999	2	\$169,000	\$172,000	\$172,000	\$175,000
	10,000-24,999	2	\$150,000	\$155,550	\$155,550	\$161,100
	Under 2,500	1	\$82,400	\$82,400	\$82,400	\$82,400
Alaska	Total	3	\$108,000	\$135,333	\$135,000	\$163,000
	5,000-9,999	1	\$163,000	\$163,000	\$163,000	\$163,000
	2,500-4,999	1	\$108,000	\$108,000	\$108,000	\$108,000
	Under 2,500	1	\$135,000	\$135,000	\$135,000	\$135,000
Arizona	Total	19	\$60,000	\$140,180	\$132,500	\$315,000
	Over 1 million	1	\$315,000	\$315,000	\$315,000	\$315,000
	100,000-249,999	1	\$189,000	\$189,000	\$189,000	\$189,000
	50,000-99,999	2	\$154,000	\$171,225	\$171,225	\$188,449
	25,000-49,999	5	\$115,000	\$137,700	\$137,500	\$157,000
	10,000-24,999	5	\$111,525	\$129,295	\$132,500	\$138,470
	5,000-9,999	3	\$107,000	\$115,667	\$120,000	\$120,000
	2,500-4,999	1	\$75,000	\$75,000	\$75,000	\$75,000
	Under 2,500	1	\$60,000	\$60,000	\$60,000	\$60,000
Arkansas	Total	3	\$72,000	\$112,167	\$112,000	\$152,500
	50,000-99,999	2	\$112,000	\$132,250	\$132,250	\$152,500
	10,000-24,999	1	\$72,000	\$72,000	\$72,000	\$72,000
California	Total	87	\$97,500	\$200,347	\$206,000	\$285,577
	250,000-499,999	1	\$255,000	\$255,000	\$255,000	\$255,000
	100,000-249,999	15	\$206,000	\$241,910	\$237,931	\$285,577
	50,000-99,999	22	\$175,086	\$214,503	\$212,694	\$247,876
	25,000-49,999	18	\$175,000	\$212,415	\$217,935	\$285,000
	10,000-24,999	17	\$110,000	\$173,289	\$161,300	\$225,393
	5,000-9,999	9	\$104,000	\$142,054	\$140,000	\$187,541
	2,500-4,999	3	\$97,500	\$143,092	\$161,124	\$170,653
	Under 2,500	2	\$167,805	\$175,153	\$175,153	\$182,500
Colorado	Total	34	\$65,000	\$126,252	\$130,000	\$212,000
	100,000-249,999	1	\$206,128	\$206,128	\$206,128	\$206,128
	50,000-99,999	2	\$180,996	\$196,498	\$196,498	\$212,000
	25,000-49,999	2	\$130,000	\$131,500	\$131,500	\$133,000
	10,000-24,999	10	\$105,000	\$144,982	\$149,250	\$174,000
	5,000-9,999	9	\$95,000	\$120,881	\$117,961	\$150,000
	2,500-4,999	2	\$75,000	\$120,295	\$120,295	\$165,590
	Under 2,500	8	\$65,000	\$81,512	\$81,500	\$102,000



**2014 City CAO Base Salaries**

		<b>Total N</b>	<b>Minimum</b>	<b>Mean</b>	<b>Median</b>	<b>Maximum</b>
Connecticut	Total	12	\$94,000	\$134,367	\$131,352	\$192,000
	50,000-99,999	1	\$192,000	\$192,000	\$192,000	\$192,000
	25,000-49,999	5	\$120,000	\$136,536	\$134,258	\$155,399
	10,000-24,999	3	\$125,000	\$132,117	\$131,352	\$140,000
	5,000-9,999	2	\$94,000	\$103,500	\$103,500	\$113,000
Delaware	Total	6	\$80,030	\$107,899	\$109,250	\$139,000
	25,000-49,999	2	\$121,540	\$130,270	\$130,270	\$139,000
	5,000-9,999	1	\$98,500	\$98,500	\$98,500	\$98,500
	Under 2,500	3	\$80,030	\$96,117	\$88,322	\$120,000
Florida	Total	56	\$60,000	\$138,371	\$131,070	\$266,737
	100,000-249,999	4	\$180,000	\$197,841	\$198,000	\$215,362
	50,000-99,999	7	\$139,194	\$176,446	\$165,000	\$266,737
	25,000-49,999	9	\$130,906	\$166,316	\$163,729	\$225,000
	10,000-24,999	16	\$113,000	\$140,260	\$133,035	\$191,500
	5,000-9,999	7	\$87,500	\$117,929	\$103,000	\$220,000
	2,500-4,999	8	\$71,739	\$96,544	\$93,723	\$129,400
	Under 2,500	5	\$60,000	\$82,280	\$80,000	\$109,500
Georgia	Total	27	\$63,000	\$125,727	\$125,000	\$183,400
	100,000-249,999	2	\$140,020	\$161,710	\$161,710	\$183,400
	50,000-99,999	3	\$165,000	\$167,208	\$167,208	\$169,416
	25,000-49,999	5	\$123,000	\$137,900	\$140,000	\$152,000
	10,000-24,999	9	\$105,525	\$131,725	\$125,000	\$162,000
	5,000-9,999	3	\$98,500	\$107,065	\$100,296	\$122,400
	2,500-4,999	4	\$64,386	\$87,959	\$93,000	\$101,450
	Under 2,500	1	\$63,000	\$63,000	\$63,000	\$63,000
Idaho	Total	4	\$85,000	\$111,046	\$115,954	\$127,275
	25,000-49,999	1	\$117,800	\$117,800	\$117,800	\$117,800
	10,000-24,999	1	\$114,109	\$114,109	\$114,109	\$114,109
	5,000-9,999	1	\$85,000	\$85,000	\$85,000	\$85,000
	Under 2,500	1	\$127,275	\$127,275	\$127,275	\$127,275
Illinois	Total	62	\$58,195	\$140,208	\$144,840	\$240,000
	50,000-99,999	9	\$111,000	\$167,336	\$174,100	\$205,000
	25,000-49,999	16	\$105,000	\$159,186	\$158,875	\$240,000
	10,000-24,999	16	\$106,015	\$142,262	\$144,840	\$196,500
	5,000-9,999	12	\$78,795	\$123,318	\$116,150	\$159,640
	2,500-4,999	8	\$58,195	\$85,661	\$80,921	\$140,700
	Under 2,500	1	\$200,660	\$200,660	\$200,660	\$200,660
Indiana	Total	5	\$56,000	\$84,000	\$85,000	\$126,000
	10,000-24,999	3	\$85,000	\$99,000	\$86,000	\$126,000
	5,000-9,999	1	\$67,000	\$67,000	\$67,000	\$67,000
	Under 2,500	1	\$56,000	\$56,000	\$56,000	\$56,000

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
Iowa	Total	29	\$55,070	\$112,723	\$106,000	\$208,910
	50,000-99,999	3	\$150,000	\$176,303	\$170,000	\$208,910
	25,000-49,999	3	\$122,850	\$147,459	\$144,527	\$175,000
	10,000-24,999	8	\$95,936	\$131,708	\$129,710	\$174,715
	5,000-9,999	6	\$75,000	\$95,015	\$96,802	\$106,000
	2,500-4,999	5	\$69,122	\$80,745	\$72,000	\$106,000
	Under 2,500	4	\$55,070	\$67,547	\$66,370	\$82,378
Kansas	Total	32	\$55,000	\$106,563	\$95,000	\$190,000
	100,000-249,999	3	\$172,500	\$180,167	\$178,000	\$190,000
	50,000-99,999	2	\$135,653	\$140,327	\$140,327	\$145,000
	25,000-49,999	3	\$125,000	\$130,876	\$130,876	\$136,751
	10,000-24,999	5	\$93,888	\$118,355	\$115,000	\$139,316
	5,000-9,999	6	\$82,000	\$96,230	\$93,687	\$115,350
	2,500-4,999	8	\$67,433	\$90,337	\$90,834	\$117,000
	Under 2,500	5	\$55,000	\$65,740	\$69,630	\$74,855
Kentucky	Total	5	\$79,050	\$99,870	\$96,000	\$121,600
	25,000-49,999	1	\$86,000	\$86,000	\$86,000	\$86,000
	10,000-24,999	2	\$116,699	\$119,150	\$119,150	\$121,600
	5,000-9,999	2	\$79,050	\$87,525	\$87,525	\$96,000
Maine	Total	10	\$74,160	\$98,709	\$96,410	\$121,290
	25,000-49,999	2	\$119,800	\$120,545	\$120,545	\$121,290
	10,000-24,999	2	\$110,320	\$114,660	\$114,660	\$119,000
	5,000-9,999	3	\$60,000	\$94,173	\$82,500	\$120,020
	2,500-4,999	2	\$74,160	\$77,080	\$77,080	\$80,000
	Under 2,500	1	\$60,000	\$60,000	\$80,000	\$80,000
Maryland	Total	16	\$72,000	\$125,150	\$116,000	\$209,936
	50,000-99,999	2	\$207,040	\$208,488	\$208,488	\$209,936
	25,000-49,999	2	\$132,048	\$139,428	\$139,428	\$146,808
	10,000-24,999	3	\$90,000	\$117,067	\$115,000	\$146,200
	5,000-9,999	5	\$90,002	\$118,672	\$117,000	\$154,620
	2,500-4,999	2	\$80,000	\$92,500	\$92,500	\$105,000
	Under 2,500	2	\$72,000	\$88,500	\$88,500	\$105,000
Massachusetts	Total	39	\$81,600	\$144,918	\$146,930	\$330,000
	100,000-249,999	1	\$330,000	\$330,000	\$330,000	\$330,000
	25,000-49,999	8	\$137,000	\$152,066	\$149,000	\$171,995
	10,000-24,999	17	\$96,735	\$147,995	\$157,292	\$175,786
	5,000-9,999	11	\$81,600	\$127,387	\$131,500	\$163,440
	2,500-4,999	2	\$86,000	\$97,621	\$97,621	\$109,242

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
Michigan	Total	42	\$50,000	\$100,167	\$98,628	\$159,000
	100,000-249,999	1	\$145,000	\$145,000	\$145,000	\$145,000
	50,000-99,999	5	\$123,500	\$141,300	\$137,000	\$159,000
	25,000-49,999	7	\$85,000	\$111,349	\$115,000	\$122,600
	10,000-24,999	9	\$89,000	\$102,245	\$99,286	\$118,000
	5,000-9,999	7	\$66,000	\$93,078	\$88,280	\$123,000
	2,500-4,999	9	\$70,000	\$83,590	\$80,000	\$98,684
	Under 2,500	4	\$50,000	\$63,000	\$66,000	\$70,000
Minnesota	Total	36	\$51,000	\$107,827	\$112,675	\$149,699
	50,000-99,999	1	\$149,699	\$149,699	\$149,699	\$149,699
	25,000-49,999	5	\$115,602	\$131,133	\$131,064	\$148,000
	10,000-24,999	12	\$109,000	\$121,576	\$115,875	\$143,000
	5,000-9,999	5	\$92,997	\$107,455	\$108,000	\$121,280
	2,500-4,999	8	\$66,500	\$92,641	\$95,799	\$115,000
	Under 2,500	4	\$51,000	\$64,691	\$62,500	\$82,764
Mississippi	Total	1	\$138,000	\$138,000	\$138,000	\$138,000
	25,000-49,999	1	\$138,000	\$138,000	\$138,000	\$138,000
Missouri	Total	32	\$75,000	\$121,085	\$120,000	\$187,500
	100,000-249,999	1	\$151,000	\$151,000	\$151,000	\$151,000
	50,000-99,999	2	\$131,000	\$159,250	\$159,250	\$187,500
	25,000-49,999	7	\$115,000	\$138,216	\$132,000	\$174,400
	10,000-24,999	8	\$91,000	\$121,516	\$116,500	\$160,963
	5,000-9,999	8	\$88,580	\$116,197	\$112,396	\$158,000
	2,500-4,999	6	\$75,000	\$89,333	\$84,750	\$115,500
Montana	Total	3	\$117,000	\$122,889	\$121,668	\$130,000
	100,000-249,999	1	\$130,000	\$130,000	\$130,000	\$130,000
	50,000-99,999	1	\$117,000	\$117,000	\$117,000	\$117,000
	25,000-49,999	1	\$121,668	\$121,668	\$121,668	\$121,668
Nebraska	Total	6	\$68,000	\$98,294	\$98,209	\$131,506
	25,000-49,999	1	\$131,506	\$131,506	\$131,506	\$131,506
	5,000-9,999	2	\$97,918	\$102,959	\$102,959	\$108,000
	2,500-4,999	2	\$85,842	\$92,171	\$92,171	\$98,500
	Under 2,500	1	\$68,000	\$68,000	\$68,000	\$68,000
Nevada	Total	3	\$85,000	\$165,497	\$190,000	\$221,490
	500,000-1,000,000	1	\$221,490	\$221,490	\$221,490	\$221,490
	50,000-99,999	1	\$190,000	\$190,000	\$190,000	\$190,000
	25,000-49,999	1	\$85,000	\$85,000	\$85,000	\$85,000
New Hampshire	Total	12	\$70,500	\$102,884	\$98,250	\$135,000
	25,000-49,999	2	\$133,017	\$134,009	\$134,009	\$135,000
	10,000-24,999	3	\$103,000	\$113,500	\$112,500	\$125,000
	5,000-9,999	5	\$70,500	\$87,997	\$92,123	\$110,160
	2,500-4,999	1	\$93,500	\$93,500	\$93,500	\$93,500
	Under 2,500	1	\$92,602	\$92,602	\$92,602	\$92,602

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
New Jersey	Total	9	\$118,000	\$140,940	\$144,000	\$181,000
	25,000-49,999	2	\$146,000	\$163,500	\$163,500	\$181,000
	10,000-24,999	6	\$118,000	\$136,104	\$142,000	\$154,000
	5,000-9,999	1	\$120,000	\$120,000	\$120,000	\$120,000
New Mexico	Total	6	\$80,000	\$120,990	\$112,515	\$172,910
	50,000-99,999	2	\$153,000	\$162,955	\$162,955	\$172,910
	10,000-24,999	2	\$80,000	\$100,500	\$100,500	\$121,000
	5,000-9,999	1	\$104,030	\$104,030	\$104,030	\$104,030
	2,500-4,999	1	\$95,000	\$95,000	\$95,000	\$95,000
New York	Total	14	\$87,500	\$147,696	\$164,046	\$198,400
	50,000-99,999	1	\$188,589	\$188,589	\$188,589	\$188,589
	25,000-49,999	3	\$108,000	\$153,006	\$168,185	\$182,832
	10,000-24,999	3	\$182,173	\$190,947	\$192,268	\$198,400
	5,000-9,999	5	\$87,500	\$118,146	\$93,000	\$165,000
	2,500-4,999	1	\$163,092	\$163,092	\$163,092	\$163,092
	Under 2,500	1	\$93,480	\$93,480	\$93,480	\$93,480
North Carolina	Total	45	\$48,000	\$111,616	\$98,500	\$245,000
	500,000-1,000,000	1	\$245,000	\$245,000	\$245,000	\$245,000
	250,000-499,999	1	\$215,000	\$215,000	\$215,000	\$215,000
	100,000-249,999	4	\$170,222	\$195,359	\$201,567	\$208,080
	50,000-99,999	1	\$180,633	\$180,633	\$180,633	\$180,633
	25,000-49,999	2	\$135,000	\$137,500	\$137,500	\$140,000
	10,000-24,999	6	\$78,000	\$114,384	\$119,434	\$141,235
	5,000-9,999	9	\$80,550	\$95,896	\$94,000	\$132,000
	2,500-4,999	11	\$65,374	\$85,343	\$83,300	\$115,865
	Under 2,500	10	\$48,000	\$83,751	\$80,750	\$118,000
North Dakota	Total	1	\$120,000	\$120,000	\$120,000	\$120,000
	10,000-24,999	1	\$120,000	\$120,000	\$120,000	\$120,000
Ohio	Total	36	\$64,300	\$119,434	\$118,000	\$240,000
	250,000-499,999	1	\$240,000	\$240,000	\$240,000	\$240,000
	100,000-249,999	1	\$152,000	\$152,000	\$152,000	\$152,000
	50,000-99,999	2	\$133,736	\$147,437	\$147,437	\$161,138
	25,000-49,999	7	\$111,000	\$136,919	\$133,000	\$185,436
	10,000-24,999	10	\$106,500	\$117,636	\$119,000	\$125,000
	5,000-9,999	7	\$75,820	\$108,478	\$104,021	\$141,682
	2,500-4,999	7	\$64,300	\$93,461	\$88,000	\$123,760
	Under 2,500	1	\$64,375	\$64,375	\$64,375	\$64,375

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
Oklahoma	Total	24	\$62,000	\$110,596	\$110,653	\$156,570
	250,000-499,999	1	\$145,000	\$145,000	\$145,000	\$145,000
	50,000-99,999	1	\$156,570	\$156,570	\$156,570	\$156,570
	25,000-49,999	3	\$117,000	\$132,820	\$132,861	\$148,600
	10,000-24,999	8	\$103,000	\$113,094	\$111,500	\$125,000
	5,000-9,999	8	\$76,000	\$98,277	\$98,231	\$120,750
	2,500-4,999	3	\$62,000	\$87,768	\$90,000	\$111,305
Oregon	Total	23	\$49,000	\$103,788	\$102,000	\$170,000
	50,000-99,999	1	\$145,000	\$145,000	\$145,000	\$145,000
	25,000-49,999	3	\$140,000	\$151,667	\$145,000	\$170,000
	10,000-24,999	5	\$119,025	\$127,436	\$129,717	\$135,000
	5,000-9,999	3	\$95,160	\$107,553	\$97,500	\$130,000
	2,500-4,999	7	\$60,000	\$85,282	\$87,632	\$106,180
	Under 2,500	4	\$49,000	\$57,577	\$55,154	\$71,000
Pennsylvania	Total	41	\$45,000	\$105,210	\$104,000	\$175,000
	100,000-249,999	1	\$96,420	\$96,420	\$96,420	\$96,420
	25,000-49,999	6	\$107,380	\$126,926	\$129,378	\$139,548
	10,000-24,999	20	\$75,000	\$119,584	\$112,875	\$175,000
	5,000-9,999	10	\$59,600	\$82,750	\$82,274	\$102,000
	2,500-4,999	2	\$64,715	\$68,216	\$68,216	\$71,717
	Under 2,500	2	\$45,000	\$49,998	\$49,998	\$54,995
Rhode Island	Total	5	\$113,465	\$119,073	\$120,000	\$126,000
	25,000-49,999	2	\$113,465	\$117,733	\$117,733	\$122,000
	10,000-24,999	3	\$113,900	\$119,967	\$120,000	\$126,000
South Carolina	Total	8	\$85,455	\$129,960	\$111,645	\$175,917
	50,000-99,999	1	\$153,000	\$153,000	\$153,000	\$153,000
	25,000-49,999	2	\$175,203	\$175,560	\$175,560	\$175,917
	10,000-24,999	3	\$85,455	\$98,550	\$98,550	\$111,645
	5,000-9,999	1	\$101,000	\$101,000	\$101,000	\$101,000
	Under 2,500	1	\$107,500	\$107,500	\$107,500	\$107,500
South Dakota	Total	4	\$75,347	\$92,110	\$88,244	\$116,604
	10,000-24,999	2	\$90,000	\$103,302	\$103,302	\$116,604
	5,000-9,999	1	\$86,488	\$86,488	\$86,488	\$86,488
	Under 2,500	1	\$75,347	\$75,347	\$75,347	\$75,347
Tennessee	Total	20	\$46,872	\$124,883	\$129,726	\$205,000
	100,000-249,999	1	\$160,652	\$160,652	\$160,652	\$160,652
	50,000-99,999	2	\$135,297	\$150,861	\$150,861	\$166,424
	25,000-49,999	7	\$91,084	\$143,745	\$134,000	\$205,000
	10,000-24,999	7	\$89,000	\$107,823	\$106,971	\$131,589
	2,500-4,999	2	\$46,872	\$89,659	\$89,659	\$132,445
	Under 2,500	1	\$95,000	\$95,000	\$95,000	\$95,000

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
Texas	Total	65	\$60,000	\$156,029	\$150,000	\$400,000
	Over 1 million	1	\$400,000	\$400,000	\$400,000	\$400,000
	500,000-1,000,000	1	\$239,000	\$239,000	\$239,000	\$239,000
	250,000-499,999	1	\$228,000	\$228,000	\$228,000	\$228,000
	100,000-249,999	3	\$177,400	\$201,845	\$185,685	\$242,451
	50,000-99,999	9	\$152,000	\$197,067	\$200,000	\$248,000
	25,000-49,999	13	\$149,795	\$176,117	\$165,000	\$250,000
	10,000-24,999	16	\$102,156	\$141,321	\$139,879	\$210,000
	5,000-9,999	12	\$78,254	\$130,782	\$135,000	\$165,000
	2,500-4,999	6	\$71,000	\$87,333	\$82,500	\$117,000
	Under 2,500	3	\$60,000	\$83,912	\$70,000	\$121,737
Utah	Total	14	\$65,500	\$118,718	\$122,000	\$187,058
	100,000-249,999	2	\$140,000	\$163,529	\$163,529	\$187,058
	50,000-99,999	1	\$143,000	\$143,000	\$143,000	\$143,000
	25,000-49,999	4	\$118,000	\$125,843	\$122,000	\$141,372
	10,000-24,999	1	\$133,150	\$133,150	\$133,150	\$133,150
	5,000-9,999	5	\$75,448	\$97,993	\$96,140	\$131,000
	Under 2,500	1	\$65,500	\$65,500	\$65,500	\$65,500
Vermont	Total	1	\$85,000	\$85,000	\$85,000	\$85,000
	5,000-9,999	1	\$85,000	\$85,000	\$85,000	\$85,000
Virginia	Total	17	\$64,200	\$128,700	\$115,000	\$181,000
	50,000-99,999	1	\$178,602	\$178,602	\$178,602	\$178,602
	25,000-49,999	4	\$153,350	\$169,218	\$171,761	\$180,000
	10,000-24,999	5	\$115,000	\$142,982	\$140,049	\$181,000
	5,000-9,999	4	\$85,000	\$94,868	\$92,080	\$110,313
	2,500-4,999	1	\$78,000	\$78,000	\$78,000	\$78,000
	Under 2,500	2	\$64,200	\$80,020	\$80,020	\$95,840
Washington	Total	20	\$114,400	\$149,533	\$142,800	\$236,000
	100,000-249,999	1	\$236,000	\$236,000	\$236,000	\$236,000
	50,000-99,999	3	\$165,000	\$166,336	\$165,000	\$169,008
	25,000-49,999	3	\$142,800	\$160,680	\$159,300	\$179,940
	10,000-24,999	9	\$114,400	\$139,880	\$140,454	\$155,400
	5,000-9,999	3	\$115,158	\$121,719	\$124,000	\$126,000
West Virginia	Total	1	\$92,450	\$92,450	\$92,450	\$92,450
	10,000-24,999	1	\$92,450	\$92,450	\$92,450	\$92,450
Wisconsin	Total	32	\$61,000	\$94,864	\$93,983	\$150,000
	50,000-99,999	2	\$134,000	\$142,000	\$142,000	\$150,000
	25,000-49,999	2	\$116,847	\$127,755	\$127,755	\$138,663
	10,000-24,999	9	\$81,342	\$102,878	\$102,336	\$127,265
	5,000-9,999	13	\$70,741	\$88,715	\$90,000	\$105,390
	2,500-4,999	1	\$92,016	\$92,016	\$92,016	\$92,016
	Under 2,500	5	\$61,000	\$64,987	\$65,000	\$68,934

		2014 City CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
Wyoming	Total	3	\$106,000	\$145,457	\$143,370	\$187,000
	50,000-99,999	1	\$187,000	\$187,000	\$187,000	\$187,000
	10,000-24,999	1	\$106,000	\$106,000	\$106,000	\$106,000
	5,000-9,999	1	\$143,370	\$143,370	\$143,370	\$143,370

**Appendix B: County CAO Base Salaries by State and Population**

		2014 County CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
<b>Overall total</b>		<b>134</b>	<b>\$58,785</b>	<b>142,194</b>	<b>\$135,110</b>	<b>\$305,000</b>
Alaska	Total	2	\$130,000	\$155,500	\$155,500	\$181,000
	50,000-99,999	1	\$181,000	\$181,000	\$181,000	\$181,000
	10,000-24,999	1	\$130,000	\$130,000	\$130,000	\$130,000
Arizona	Total	2	\$155,000	\$159,000	\$159,000	\$163,000
	100,000-249,999	2	\$155,000	\$159,000	\$159,000	\$163,000
California	Total	5	\$160,000	\$196,776	\$172,380	\$305,000
	Over 1 million	1	\$305,000	\$305,000	\$305,000	\$305,000
	100,000-249,999	1	\$172,380	\$172,380	\$172,380	\$172,380
	50,000-99,999	1	\$176,500	\$176,500	\$176,500	\$176,500
	25,000-49,999	1	\$170,000	\$170,000	\$170,000	\$170,000
	10,000-24,999	1	\$160,000	\$160,000	\$160,000	\$160,000
Colorado	Total	5	\$129,000	\$140,195	\$142,476	\$154,500
	500,000-1,000,000	1	\$154,500	\$154,500	\$154,500	\$154,500
	250,000-499,999	1	\$144,000	\$144,000	\$144,000	\$144,000
	100,000-249,999	1	\$131,000	\$131,000	\$131,000	\$131,000
	10,000-24,999	2	\$129,000	\$135,738	\$135,738	\$142,476
Florida	Total	8	\$110,000	\$163,221	\$177,500	\$190,556
	500,000-1,000,000	3	\$180,000	\$184,524	\$183,016	\$190,556
	250,000-499,999	2	\$175,000	\$181,340	\$181,340	\$187,680
	50,000-99,999	2	\$129,282	\$139,757	\$139,757	\$150,232
	25,000-49,999	1	\$110,000	\$110,000	\$110,000	\$110,000
Georgia	Total	13	\$90,200	\$131,143	\$132,800	\$178,500
	100,000-249,999	5	\$132,800	\$151,040	\$144,000	\$178,500
	50,000-99,999	4	\$127,500	\$135,837	\$135,563	\$144,720
	25,000-49,999	3	\$90,200	\$97,937	\$98,611	\$105,000
	10,000-24,999	1	\$112,500	\$112,500	\$112,500	\$112,500
Idaho	Total	1	\$142,181	\$142,181	\$142,181	\$142,181
	10,000-24,999	1	\$142,181	\$142,181	\$142,181	\$142,181
Illinois	Total	4	\$58,785	\$142,704	\$135,416	\$241,200
	500,000-1,000,000	1	\$241,200	\$241,200	\$241,200	\$241,200
	100,000-249,999	2	\$114,281	\$135,416	\$135,416	\$156,550
	50,000-99,999	1	\$58,785	\$58,785	\$58,785	\$58,785
Iowa	Total	1	\$187,000	\$187,000	\$187,000	\$187,000
	100,000-249,999	1	\$187,000	\$187,000	\$187,000	\$187,000
Kansas	Total	9	\$93,000	\$130,878	\$115,856	\$201,000
	500,000-1,000,000	1	\$201,000	\$201,000	\$201,000	\$201,000
	250,000-499,999	1	\$190,000	\$190,000	\$190,000	\$190,000
	100,000-249,999	1	\$136,000	\$136,000	\$136,000	\$136,000
	50,000-99,999	2	\$94,000	\$103,271	\$103,271	\$112,542
	25,000-49,999	4	\$93,000	\$111,089	\$108,178	\$135,000



		2014 County CAO Base Salaries				
		Total N	Minimum	Mean	Median	Maximum
Kentucky	Total	1	\$134,000	\$134,000	\$134,000	\$134,000
	100,000-249,999	1	\$134,000	\$134,000	\$134,000	\$134,000
Louisiana	Total	1	\$169,000	\$169,000	\$169,000	\$169,000
	100,000-249,999	1	\$169,000	\$169,000	\$169,000	\$169,000
Maryland	Total	1	\$102,500	\$102,500	\$102,500	\$102,500
	25,000-49,999	1	\$102,500	\$102,500	\$102,500	\$102,500
Michigan	Total	6	\$72,315	\$121,890	\$124,109	\$160,709
	500,000-1,000,000	1	\$160,709	\$160,709	\$160,709	\$160,709
	250,000-499,999	1	\$116,400	\$116,400	\$116,400	\$116,400
	100,000-249,999	1	\$123,000	\$123,000	\$123,000	\$123,000
	50,000-99,999	2	\$125,218	\$129,458	\$129,458	\$133,697
	10,000-24,999	1	\$72,315	\$72,315	\$72,315	\$72,315
Minnesota	Total	5	\$89,440	\$108,489	\$108,000	\$132,600
	50,000-99,999	1	\$132,600	\$132,600	\$132,600	\$132,600
	25,000-49,999	2	\$108,000	\$111,000	\$111,000	\$114,000
	10,000-24,999	1	\$98,404	\$98,404	\$98,404	\$98,404
	5,000-9,999	1	\$89,440	\$89,440	\$89,440	\$89,440
Missouri	Total	1	\$101,439	\$101,439	\$101,439	\$101,439
	100,000-249,999	1	\$101,439	\$101,439	\$101,439	\$101,439
Nebraska	Total	1	\$130,000	\$130,000	\$130,000	\$130,000
	100,000-249,999	1	\$130,000	\$130,000	\$130,000	\$130,000
Nevada	Total	1	\$195,000	\$195,000	\$195,000	\$195,000
	250,000-499,999	1	\$195,000	\$195,000	\$195,000	\$195,000
New Hampshire	Total	2	\$95,000	\$100,500	\$100,500	\$106,000
	50,000-99,999	1	\$106,000	\$106,000	\$106,000	\$106,000
	25,000-49,999	1	\$95,000	\$95,000	\$95,000	\$95,000
New Jersey	Total	1	\$175,574	\$175,574	\$175,574	\$175,574
	100,000-249,999	1	\$175,574	\$175,574	\$175,574	\$175,574
New Mexico	Total	1	\$180,000	\$180,000	\$180,000	\$180,000
	50,000-99,999	1	\$180,000	\$180,000	\$180,000	\$180,000
New York	Total	4	\$93,725	\$119,348	\$119,334	\$145,000
	100,000-249,999	1	\$133,668	\$133,668	\$133,668	\$133,668
	50,000-99,999	2	\$105,000	\$125,000	\$125,000	\$145,000
	25,000-49,999	1	\$93,725	\$93,725	\$93,725	\$93,725
North Carolina	Total	17	\$98,802	\$149,361	\$156,000	\$228,000
	500,000-1,000,000	1	\$228,000	\$228,000	\$228,000	\$228,000
	250,000-499,999	1	\$179,000	\$179,000	\$179,000	\$179,000
	100,000-249,999	7	\$156,000	\$175,027	\$171,000	\$217,768
	50,000-99,999	5	\$101,675	\$117,531	\$115,028	\$134,000
	25,000-49,999	1	\$121,337	\$121,337	\$121,337	\$121,337
	10,000-24,999	1	\$98,802	\$98,802	\$98,802	\$98,802
	5,000-9,999	1	\$99,150	\$99,150	\$99,150	\$99,150

		<b>2014 County CAO Base Salaries</b>				
		<b>Total N</b>	<b>Minimum</b>	<b>Mean</b>	<b>Median</b>	<b>Maximum</b>
North Dakota	Total	1	\$103,000	\$103,000	\$103,000	\$103,000
	10,000-24,999	1	\$103,000	\$103,000	\$103,000	\$103,000
Ohio	Total	2	\$97,376	\$136,188	\$136,188	\$175,000
	500,000-1,000,000	1	\$175,000	\$175,000	\$175,000	\$175,000
	100,000-249,999	1	\$97,376	\$97,376	\$97,376	\$97,376
Oregon	Total	4	\$120,500	\$142,030	\$141,310	\$165,000
	250,000-499,999	1	\$165,000	\$165,000	\$165,000	\$165,000
	100,000-249,999	1	\$147,400	\$147,400	\$147,400	\$147,400
	25,000-49,999	1	\$120,500	\$120,500	\$120,500	\$120,500
	10,000-24,999	1	\$135,220	\$135,220	\$135,220	\$135,220
Pennsylvania	Total	2	\$94,000	\$102,000	\$102,000	\$110,000
	250,000-499,999	1	\$110,000	\$110,000	\$110,000	\$110,000
	100,000-249,999	1	\$94,000	\$94,000	\$94,000	\$94,000
South Carolina	Total	4	\$92,358	\$165,215	\$156,500	\$255,500
	250,000-499,999	2	\$158,000	\$206,750	\$206,750	\$255,500
	50,000-99,999	1	\$155,000	\$155,000	\$155,000	\$155,000
	10,000-24,999	1	\$92,358	\$92,358	\$92,358	\$92,358
Tennessee	Total	1	\$200,000	\$200,000	\$200,000	\$200,000
	50,000-99,999	1	\$200,000	\$200,000	\$200,000	\$200,000
Virginia	Total	21	\$89,500	\$150,347	\$152,863	\$260,998
	250,000-499,999	1	\$236,747	\$236,747	\$236,747	\$236,747
	100,000-249,999	2	\$176,000	\$218,499	\$218,499	\$260,998
	50,000-99,999	5	\$155,615	\$170,933	\$160,000	\$199,800
	25,000-49,999	7	\$115,808	\$139,525	\$140,000	\$157,000
	10,000-24,999	6	\$89,500	\$108,702	\$107,250	\$126,703
West Virginia	Total	1	\$120,000	\$120,000	\$120,000	\$120,000
	100,000-249,999	1	\$120,000	\$120,000	\$120,000	\$120,000
Wisconsin	Total	6	\$86,500	\$114,531	\$103,897	\$175,654
	100,000-249,999	1	\$175,654	\$175,654	\$175,654	\$175,654
	50,000-99,999	2	\$102,000	\$112,640	\$112,640	\$123,280
	25,000-49,999	2	\$93,960	\$99,877	\$99,877	\$105,794
	10,000-24,999	1	\$86,500	\$86,500	\$86,500	\$86,500

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<sup>i</sup> “ICMA Guidelines for Compensation” (2010), 1, [icma.org/Documents/Document/Document/302085](http://icma.org/Documents/Document/Document/302085).

<sup>ii</sup> Ibid.



**Town of Lake Park Town Commission**

**Agenda Request Form**

*Exhibit "C"*

**Meeting Date: February 18, 2015**

**Agenda Item No. 4**

**Agenda Title: Selecting a Date for the Volunteer Recognition Reception.**

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

**Approved by Town Manager** *[Signature]* **Date:** *1/30/2015*  
*[Signature]* *Town Manager*

*Vivian Mendez - Town Clerk*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs: \$ To be determined</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>None</b></p>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>VM</i></u>  <b>Please initial one.</b>

**Summary Explanation/Background:** At the January 21, 2015 Commission meeting, the Commission discussed its concept for a volunteer recognition reception. Staff contacted the Artists of Palm Beach County to see if they would be willing to host a Town of Lake Park Volunteer Recognition Reception at the Gallery. Staff explained that there would be about 45-50 people invited and that the event would be from approximately 6:30 p.m. until 9:00 p.m., and that the Town would provide all food (appetizers), beverages, and also make a donation to the organization for the use of the facilities for this event.

Artists of Palm Beach County Vice-President John Palozzi stated that the Town of Lake Park is always welcomed at the Gallery and was looking forward to the event. He stated that it would be up

to the Commission to determine an amount of the donation, and that the Artists of Palm Beach County would appreciate any donation made to the organization.

There are three dates that have been identified for the event:

Friday, April 17 or Saturday, April 18, or Saturday, Saturday, April 25, 2015

Friday, April 24 2015 is the monthly Sunset Celebration.

**Recommended Motion:** I move to select the date of \_\_\_\_\_ 2015 for the Volunteer Recognition Reception and the amount of \_\_\_\_\_ to be given as a donation to the Artists of Palm Beach County.





Town of Lake Park Town Commission

Agenda Request Form

Exhibit "D"

Meeting Date: February 18, 2015

Agenda Item No. 5

Agenda Title: Approval of the Addendum for the Additional Extension of the Security Services Agreement with U.S. Security Associates, Inc. for Security Services at the Lake Park Harbor Marina

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 1/29/2015

Name/Title

<p><b>Originating Department:</b></p> <p>Town Manager</p>	<p>Costs: \$ <u>13,228</u></p> <p>Funding Source: <u>Budgeted</u></p> <p>Acct. # <u>800-34000</u></p> <p><input checked="" type="checkbox"/> Finance <u>BKZ</u></p>	<p><b>Attachments:</b></p> <p>Copy of Addendum to Security Service Agreement with U.S. Security Associates, Inc.</p>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>or</p> <p><b>Not applicable in this case</b></p> <p><b>BMT</b></p> <p>Please initial one.</p>

Summary Explanation/Background:

On September 30, 2014, the current contract with U.S. Security Associates, Inc. for Marina security services expired. Previously, the Commission had approved a four-month extension with U.S. Security Associates, Inc. while the Town secured bids for such services from the marketplace. On November 30, 2014, the Town issued Invitation to Bid No. 107-2014. Five respondents submitted bids, and on January 21, 2015, the Town Commission voted to reject all bids and directed staff to rebid for such services.

In view of this action, staff contacted U.S. Security Associates and requested an addendum extending the current contract. A copy of such addendum provided by U.S. Security Associates is attached.

The purpose of this agenda item is to obtain Commission approval of the addendum extending the current contract with U.S. Security Associates for 120 days effective January 29, 2015 until May 29, 2015, subject to the same terms and conditions as set forth in the original contract.

Staff recommends approval.

**Recommended Motion: I move to approve the Addendum to the security service agreement dated March 3, 3012 between the Town of Lake Park and U.S. Security Associates, Inc. for 120 days effective January 29, 2015 until May 29, 2015, subject to the same terms and conditions as set forth in the original contract, and authorize the Mayor to execute the same.**



Town of Lake Park Town Commission

Agenda Request Form *Exhibit "E"*

Meeting Date: February 18, 2015

Agenda Item No. *6*

Agenda Title: APPROVE CONTRACT TIME EXTENSION FOR LAKE PARK HARBOR MARINA SEAWALL REMEDIATION PROJECT, No. 103-2014.

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

Approved by Town Manager *Paul M. Pittman* Date: *2/9/2015*  
*Richard Pittman*  
 Richard Pittman, Project Manager

<b>Originating Department:</b>  <b>Town Manager Public Works</b>	<b>Costs: N/A</b>  Funding Source: <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Contractor Letter- Request for Time Extension Amended Project Schedule Notice to Proceed Letter</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR <b>Not applicable in this case</b> <i>RP</i> Please initial one.

**Summary Explanation/Background:** The Town Commission is being asked to approve a 35 calendar day, non-compensable time extension to the West Construction, Inc. (West) contract for the completion of the Lake Park Harbor Marina Seawall Remediation project.

The contract for the Lake Park Harbor Seawall Remediation project was awarded to West Construction, Inc. on September 3, 2014. The Notice to Proceed (NTP) was issued for West to commence work on October 20, 2014. The contract allows for a 120 calendar day completion of the project from the date of the NTP. The contract completion date was established as February 16,



2015. West is requesting a 35 day time extension based upon weather related issues and unforeseen site conditions as outlined in their letter dated February 5, 2015.

Staff reviewed West's time extension request and found it to be reasonable and generally consistent with the facts. In addition to the information provided in the letter, West has accommodated the Marina staff and customers by working around boats allowed to remain at their docks during construction. The Town has requested West to work around vessels rather than have them moved to open slips as the occupancy rate is much higher than what was expected due to increased slip rental and the return of seasonal vessels.

The contract allows for \$100.00 per day liquidated damages. Based on the proposed revision to the contract, the completion date will be reset to March 23, 2015, and no liquidated damages are anticipated at this time.

**Recommended Motion: I move to approve a non-compensable contract time extension of 35 calendar days for the Lake Park Harbor Marina Seawall Remediation project. The revised contract completion date being March 23, 2015.**



WEST CONSTRUCTION, INC.  
318 S. Dixie Hwy. Suite 4 – 5  
Lake Worth, FL 33460-4452  
Phone (561) 588-2027  
Fax (561) 582-9419

Michael Lilly, Project Manager  
E-mail – MLILLY@WEST CONSTRUCTION.NET

February 5, 2015

**Richard Pittman**

Project Manager, Town of Lake Park  
Public Works  
650 Old Dixie Highway  
Lake Park, FL 33403

**Subject: Lake Park Marina Seawall Remediation - Time Extension**

Mr. Pittman,

West Construction feels it is entitled to an extension of Contract Time due to several delays that were of no fault to West Construction most of which have been an act of God. Below is a list of incidents:

- Change of the amount of root barrier needed due to dimensional change (radius from 4' to 5') around the Royal Palm trees (1 day)
- Waiting on engineer review and response for different tasks including root issue and soil densities (4 days)
- Conduit corrections (kinked and exposed) that required a licensed electrician (1 day)
- Additional header curb between the Royal Palm trees and the asphalt roadway (3 days)
- Concrete sidewalk construction method of every other section in Phase 1 D (3 days)
- Rain days which have caused numerous issues from concrete problems to "no work" days (13 days)

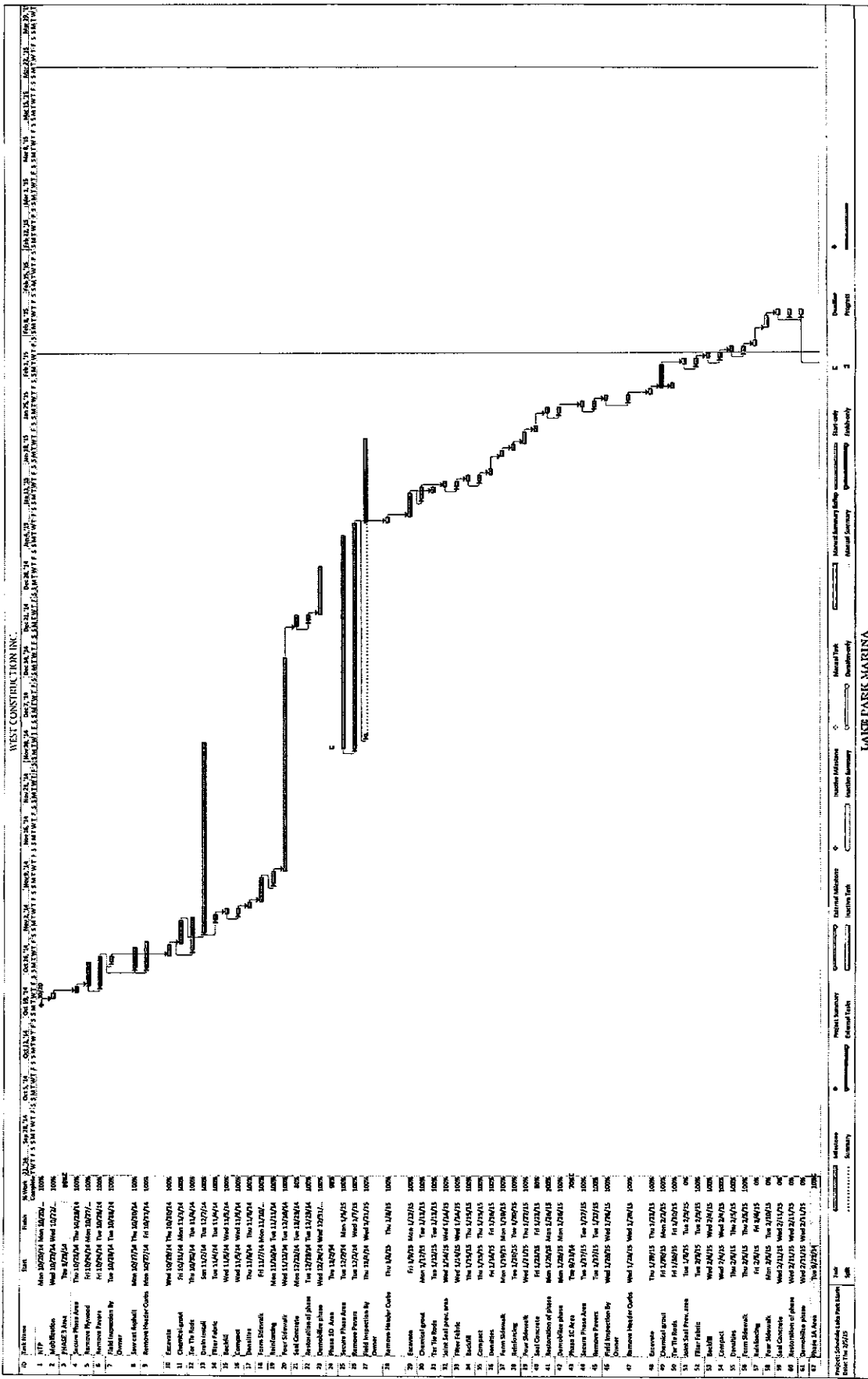
We are working diligently to finish the project as close to the originally scheduled date as possible. As noted above, there have been numerous delays that have impacted the project schedule as well as increased lead time and materials and has affected other tasks such as backfill, compaction, and of course labor. To date the impacts account for 25 (working) days. Because of this, we are requesting a new completion date of March 23, 2015. We understand that unforeseen issues arise from time to time and hope that you understand the same and the reasons for the requested time extension. West hereby requests a 35 calendar non-compensable time extension to the contract.

Respectfully,

Michael Lilly







# Town of Lake Park Summer Camp



Swimming Lessons!



Fishing Day!



Friends!



Wonderful Counselors!



Director Miss Kathleen



Having Fun!

# LAKE PARK SUMMER CAMP

*Sponsorship*



**Town of Lake Park**  
Parks & Recreation Department  
561-881-3338\* 561-881-3314 Fax  
[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



**TOWN OF LAKE PARK**  
535 Park Avenue  
Lake Park, FL 33403  
516-881-3300  
[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)





## 2015 Lake Park Summer Camp Sponsorship Program

Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone (include area code) \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_

- \$565 complete sponsorship of one child for the entire summer  
 \$1,000  \$500  \$250  \$200  
 \$150  \$100  \$50  \$25

Your name/company name will be advertised as a sponsor of the Lake Park Summer Camp on the Town of Lake Park's website as well as Cable Channel 18.

Please make your check payable to:

**Town of Lake Park**  
535 Park Avenue  
Lake Park, FL 33403  
Attention: Finance Director

Thank you for considering being a sponsor of the Lake Park Summer Camp Program. You may elect to sponsor a child for the entire summer at a cost of \$565.00.

The Lake Park Summer Camp Program runs for ten weeks every summer and provides families with a fun, educationally enhanced experience ~ all at an affordable price. At the Lake Park Summer Camp, we also focus on the individuality of each camper and strive to make each one feel important and special.

A quick look at just a few of the daily activities would include ~

Lion Country Safari

Learning about and planting a garden.

Juno Beach Marine Life Sanctuary

Water Parks

Talent show written and performed by campers.

Speakers from Animal Care & Control,

Blind Services, and Lake Park Fire Station

Library Time

Arts and Crafts

Cooking Lessons

Your sponsorship towards our camp will go towards a less fortunate child who may not otherwise be able to attend.

*Again, thank you for considering being a sponsor of  
Town of Lake Park Summer Camp.*

# **Board Membership**



# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** March 4, 2015

**Agenda Item No.** 2

**Agenda Title:** Martin Schneider – Nominated for Re-Appointment to the Planning and Zoning Board as a Regular Member

- |  |   |
|--|---|
| <input type="checkbox"/> CONSENT AGENDA            | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION                               |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> RESOLUTION   |
| <input type="checkbox"/> PUBLIC HEARING            | <input type="checkbox"/> ORDINANCE ON ___ READING                                 |
| <input type="checkbox"/> BID/RFP AWARD             | <input checked="" type="checkbox"/> OTHER: <b>NOMINATION FOR BOARD MEMBERSHIP</b> |

**Approved by Town Manager** *Barbara McKeon-Lewis* **Date:** 2/17/2015  
*Antei Town Manager*

*Vivian Mendez, Town Clerk, CMC*  
 Name/Title

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Nomination by Commissioner Rapoza</li> <li>• Commission-Appointment Board Volunteer List Memo</li> <li>• Expiration Letter to Applicant</li> <li>• Applicant's request for Re-appointment</li> <li>• Applicant's Town Board Application and Resume</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>VM</i> <b>Please initial one.</b>

**Summary Explanation/Background:** The Town Clerk's Office received a volunteer board application for re-appointment to a Town Board. The candidate's biographical information for this re-appointment has been placed in the Town Commission Dropbox.

Commissioner Rapoza has made a nomination to re-appoint the following applicant to the Planning and Zoning Board.

Martin Schneider

**Recommended Motion:** In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee.

## Vivian Mendez

---

**From:** Kathleen Rapoza  
**Sent:** Wednesday, February 11, 2015 1:26 PM  
**To:** Vivian Mendez  
**Subject:** Re: Volunteer Applicant memo

Vivian;

Mr. Schneider is a highly qualified planner and Lake Park would utilize all of his qualifications and expertise. If not nominated yet, I would be pleased to nominate him.

Best regards,

Kathy Rapoza,  
Commissioner, Lake Park

On Feb 11, 2015, at 11:04 AM, Vivian Mendez <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)> wrote:

Good morning,

A volunteer applicant memo has been placed on the Dropbox for your review. If anyone is interested in nominating the applicant, please send me an email stating so. I will then forward the nomination to a future Commission meeting.

Thank you for your time in advance.

Sincerely,

Vivian Mendez, CMC  
Town Clerk/Deputy Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3311  
561-881-3314 (fax)  
[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

\* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.



Office of the  
Town Clerk

February 11, 2015

**Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

New applicant:

Martin Schneider – has applied for re-appointment on the Planning and Zoning. The Planning and Zoning have two (2) alternate membership openings.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

---

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)





Office of the  
Town Clerk

February 10, 2015

Martin Schneider  
632 Park Avenue  
Lake Park, Florida 33403

Dear Mr. Schneider,

The Town of Lake Park would like to extend its appreciation for all your years of volunteer service on the Planning and Zoning Board.

The Town Clerk's Office has reviewed your Planning and Zoning Board membership file, which indicates that your term as a regular member on the Board expires on May 1, 2015.

The Town values your service and many contributions; if you are interested in being considered for re-appointment on the Planning and Zoning Board please notify the Town Clerk's Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov), or at [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov) by February 27, 2015.

If you are not interested in being considered for re-appointment on the Planning and Zoning Board please notify the Town Clerk's Office by February 27, 2015 at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) or at [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov).

If you have any questions or concerns regarding this matter, please contact the Town Clerk's Office at 561-881-3311. We look forward to hearing from you soon.

Vivian Mendez, CMC  
Town Clerk

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3313

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

Cc: Nadia DiTommaso, Community Development Department Director

## Vivian Mendez

---

**From:** Martin Schneider <mschneid44@gmail.com>  
**Sent:** Tuesday, February 10, 2015 11:27 AM  
**To:** Vivian Mendez  
**Subject:** Re: Planning and Zoning Expiration Letter

Please consider me for reappointment to the P&Z Board. Please let me know if you need anything further.  
Thank you.  
Martin Schneider

On Feb 10, 2015 9:08 AM, "Vivian Mendez" <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)> wrote:

Good morning Mr. Schneider,

Attached is a letter explaining that your membership on the Planning and Zoning Board will expire on May 1, 2015. Please let me know your response by February 27, 2015.

If you have any questions regarding the letter or this email please feel free to contact me.

I hope you have a wonderful day.

Sincerely,

Vivian Mendez, CMC

Town Clerk/Deputy Town Manager

Town of Lake Park

535 Park Avenue

Lake Park, Florida 33403

561-881-3311

561-881-3314 (fax)

[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

\* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.

APR - 2 2013

RECEIVED



*The Town of Lake Park*

**Application to Serve on Town Boards and Committees**

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print the following information:

Name: Schneider, Martin AI  
Last First Middle

Address: 632 Park Avenue, Lake Park, FL

Telephone: home 561-848-1338 work 561-741-2290 cell 561-317-0809

E-Mail Address mschneld44@gmail.com

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, which one(s): _____		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired.

<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/> _____	Code Compliance *	<input type="checkbox"/> _____	Tree Board
<input type="checkbox"/> 2 _____	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/> 1 _____	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/> _____	Harbor Marina Advisory Board	<input type="checkbox"/> _____	Library Board
<input type="checkbox"/> _____	Construction Board of Adjustments & Appeals		

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

Your Name: Martin Schneider

Please indicate the reason for your interest in your first and second choices:

I would like to be more involved in the community, and as a professional planner I believe my expertise would be helpful to the Town.

Number of Meetings of the above boards you have attended in the past six months: 0

Your educational background: (High school, College, Graduate School or other training)

Graduate School (Masters degree)

What is/was your profession or occupation: Planner

How long: 25 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I am currently a senior planner with the Town of Jupiter.

I have been a planner in south Florida for over 25 years.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I have been involved with all aspects of site plan reviews, land use and zoning amendments, zoning text amendments, master plans, and redevelopment plans, and have presented findings to City Councils, CRA boards, and Planning and Zoning boards.

Feel free to attach additional sheets if required. Also, please attach your resume, if available.

Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: \_\_\_\_\_



Date: 04/01/13

**SUBMIT**



# Martin A. Schneider, AICP

(561) 317-0809  
mschneid44@gmail.com

632 Park Avenue  
Lake Park, FL 33403

---

**Professional Planner and Project Manager with over 25 years experience working with South Florida municipalities on a variety of contemporary planning issues with emphasis on public outreach and consensus building, development review and compliance, economic development and redevelopment, green initiatives, and current and long-range planning.**

- Directed numerous stakeholder participation projects – developed vision plans, neighborhood master plans, comprehensive plans, and code amendments.
  - Promoted creative planning concepts and solutions to city councils, planning boards, city staff, reviewing agencies, and skeptical members of the public.
  - Managed staff, budgets, timelines, and production for a wide-range of municipal planning projects.
  - Coordinated with department heads, business owners, and residents to streamline and process development applications, business licensing, and code compliance issues.
- 

## PROFESSIONAL EXPERIENCE

### Principal Planner/Project Manager

- Project management for Iler Planning, including supervising staff, producing and reviewing documents, estimating and tracking staff hours, and maintaining budgets for: Town of Davie Visioning and EAR-based amendments; City of Titusville Visioning and EAR; City of Cape Coral planning projects; and City of Miami Gardens land development regulations.
- Supervision of development review, land development code and comprehensive plan amendments, EAR preparation, annexation studies, neighborhood master plans, and other ongoing planning services for the City of Homestead. (Interim Planning Director for the City of Homestead, May - August 2005)
- Promotion of innovative planning projects to city councils and planning boards.
- Coordination of Request for Proposals responses, including shortlist presentations, production of proposals, and calculating project cost estimates.
- Facilitation of community visioning workshops and production of master plans, code revisions, and comprehensive plan elements for client cities.

### Municipal Planner

*Various planning positions with four South Florida municipalities (Town of Jupiter, City of Palm Beach Gardens, City of Coral Springs, and City of Hollywood)*

- Administration of neighborhood partnership program including: writing commission memos, contracts, and license agreements; facilitating neighborhood meetings; and monitoring projects implemented through neighborhood grants.
- Coordination with Code Enforcement, Building Department, Business Services, and members of the business community and general public on code compliance, development review, zoning determination, and other planning and development issues.
- Management of development applications from initial submission through final adoption and final zoning inspection including: assisting applicants; coordinating interdepartmental review; writing staff reports, presenting findings to city councils and planning boards; drafting development order conditions, resolutions, and ordinances; and zoning compliance inspections.

## **Martin A. Schneider, AICP**

(561) 317-0809  
mschneid44@gmail.com

632 Park Avenue  
Lake Park, FL 33403

- Management of traffic calming program including: coordinating with residents, police, and engineering consultants, analyzing traffic speed and volume studies, and facilitating traffic management team and neighborhood meetings.
- Direction of city-initiated land development regulation and comprehensive plan amendments from inception through adoption.
- Facilitation of Coral Springs' annual "Slice of the Springs" community meetings from inception through implementation involving city department heads, residential and business communities, and the City Commission.
- Development of a neighborhood vitality index analyzed through: crime statistics, property values, code enforcement violations, building permits issued, and other indicators.

### **EMPLOYMENT HISTORY**

- 2012 - present Town of Jupiter, Jupiter, FL  
**Senior Planner**
- 2009 - 2011 City of Palm Beach Gardens, Palm Beach Gardens, FL  
**Planner**
- 2004 - 2008 Iler Planning Group, Palm Beach Gardens, FL (Now: Iler Planning, Jupiter, FL)  
**Principal Planner**
- 2001 - 2004 City of Coral Springs, Community Development Division, Coral Springs, FL  
**Neighborhood Planning Analyst**
- 1999 - 2001 City of Hollywood, Community Planning Division, Hollywood, FL  
**Associate Planner**
- 1988 - 1999 FAU/FIU Joint Center for Environmental and Urban Problems, Fort Lauderdale, FL (Now: FAU Center for Urban and Environmental Solutions)  
**Researcher**

### **EDUCATION**

- 1997 M.A., Urban Geography, Florida Atlantic University, Boca Raton, FL  
1986 B.A., English, Florida Atlantic University, Boca Raton, FL

### **PROFESSIONAL AFFILIATIONS**

- Certifications American Institute of Certified Planners (AICP), 1997 - present  
Leadership in Energy and Environmental Design (LEED) Green Associate, 2011 - 2012
- Memberships American Planning Association (National and State Chapters)  
Palm Beach County Planning Congress
- Special Affairs Coordinator, American Planning Association of Broward County, 2001-2002
- Board Member, Downtown Ft. Lauderdale Transportation Management Association, 1993-1999

### **PUBLICATIONS AND PRESENTATIONS**

- Presented: "Challenges in Creating Community Indicators," with Lorraine Tappen, 2002 FAPA Conference in Key West.
- Published: Three articles on growth management, environmental issues, development regulations and community design in FAU's *Environmental and Urban Problems*.

**Public  
Hearing  
Quasi-  
Judicial**

# TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 4, 2015

Agenda Item No. **3**

**Agenda Title: AN APPLICATION BY RACETRAC PETROLEUM INC., FOR THE SPECIAL EXCEPTION USE AND SITE PLAN APPROVAL OF A GAS STATION WITH 5,928 SQUARE FOOT CONVENIENCE STORE.**

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

Approved by Town Manager

*[Handwritten Signature]*  
*[Handwritten Signature]*

Date: \_\_\_\_\_

*2/20/15*

**Nadia Di Tommaso / Community Development Director**

Name/Title

<p><b>Originating Department:</b> Community Development</p>	<p>Costs: \$ <b>Required advertisement and certified mail</b></p> <p>Funding Source: <b>Applicant ("RaceTrac Petroleum, Inc.")</b></p> <p>Acct. # <b>4758</b></p> <p><input checked="" type="checkbox"/> Finance <i>BKZ</i></p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Staff Report</li> <li>→ Resolution <i>07-03-15</i></li> <li>→ Copy of Applications</li> <li>→ Copy of Legal Ad and Certified Letter</li> <li>→ Site Plan Package – <i>available in the drop box and in paper format in the Community Development Department.</i></li> </ul>
<p><b>Advertised:</b> Date: <b>01-18-2015</b> Paper: <b>Palm Beach Post</b> <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>ND</u> – see <b>notation in costs field</b></p> <p>OR</p> <p>Not applicable in this case _____</p> <p><b>Please initial one.</b></p>

**Summary Explanation/Background:**

RaceTrac Petroleum, Inc. (“Applicant”), is proposing to develop a gas station with a 5,928 square foot convenience store within Tract B of the Congress Business Park Planned Unit Development (PUD) (“the Site”). The Site is currently owned by Congress Avenue Properties (“Owner”). The Applicant has a contract to purchase the Site from the Owner and has submitted Applications for a Site Plan and the Special Exception Use of a gasoline station.

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. The C-2 designation allows “gasoline and other motor fuel stations” as special exception uses.



**Section 78-77(1)(g)(3)** of town code states that the uses which are permitted within a PUD include those which are listed in the underlying zoning district. A gas station is listed as a special exception use in the C-2 underlying zoning district per Section 78-72 of the Town Code.

Both applications, the special exception use and the site plan, were reviewed pursuant to the town code criteria for special exception uses and requirements for site plan review and have met the town code criteria and requirements. The enclosed staff report includes a detailed description of the criterion and requirements.

The Planning & Zoning Board (P&Z) reviewed the applications at its February 2, 2015 meeting and provided a unanimous recommendation of approval on both the special exception use of a gas station with a 5,928 square foot convenience store and on the site plan application with all the conditions of approval proposed by staff along with additional conditions. These additional conditions are included in the staff report, but only condition ##19 has been inserted into the proposed Resolution because the Applicant is respectfully requesting that the Town Commission reconsider the additional, recommended (P&Z) conditions #20, #21 and #22 for the following reasons:

19. Blue stripe on canopy should not be LED.

**Applicant response to added comment:** *We would respectfully request that the Town Commission reconsider this condition since the blue stripe is a translucent panel which covers the LEDs behind them, producing a very dim light without any glare.*

20. Gas Price LED letters shall be reduced to 20 inches in height.

**Applicant response to added comment:** *We would respectfully request that the Town Commission reconsider this condition since height of the price numerals have not been reduced since the project is currently proposing signage that is significantly below what is allowed. The PUD allows for a 10 foot by 8 foot sign, but the project is only proposing 10' x 6'. The PUD allows for 32 square feet of pricing and the RaceTrac LED price numerals only account for 15.67 SF of pricing (half of what's allowed).*

21. Add an additional 2 feet of stone to the base of monument signs.

**Applicant response to added comment:** *We would respectfully request that the Town Commission reconsider this condition since the project is proposing significantly less than the allowable signage, a compromise by adding 8-3/8 inches to the stone base was added.*

If the Town Commission is in favor of including these added conditions, they will need to be added to the proposed Resolution and recommended motion.

**Recommended Motion:** I MOVE TO APPROVE RESOLUTION 07-03-15 WITH THE CONDITIONS AS LISTED IN THE RESOLUTION.





**TOWN LAKE OF PARK  
TOWN COMMISSION  
MEETING DATE: MARCH 4, 2015**

**STAFF REPORT**

**APPLICATION:** SITE PLAN APPLICATION FOR THE SPECIAL EXCEPTION USE OF A RACETRAC GAS STATION WITH A 5,928 SQUARE FOOT CONVENIENCE STORE WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT

**SUMMARY OF APPLICANT’S REQUEST:** RaceTrac Petroleum, Inc. (“Applicant”), is proposing to develop a gas station with a 5,928 square foot convenience store within Tract B of the Congress Business Park Planned Unit Development (PUD) (“the Site”). The Site is currently owned by Congress Avenue Properties (“Owner”). The Applicant has a contract to purchase the Site from the Owner and has submitted Applications for a Site Plan and the Special Exception Use of a gasoline station.

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. The C-2 designation allows “gasoline and other motor fuel stations” as special exception uses.

**Staff Recommendation:** APPROVAL with conditions. Refer to pages 12-13 of this staff report for conditions.

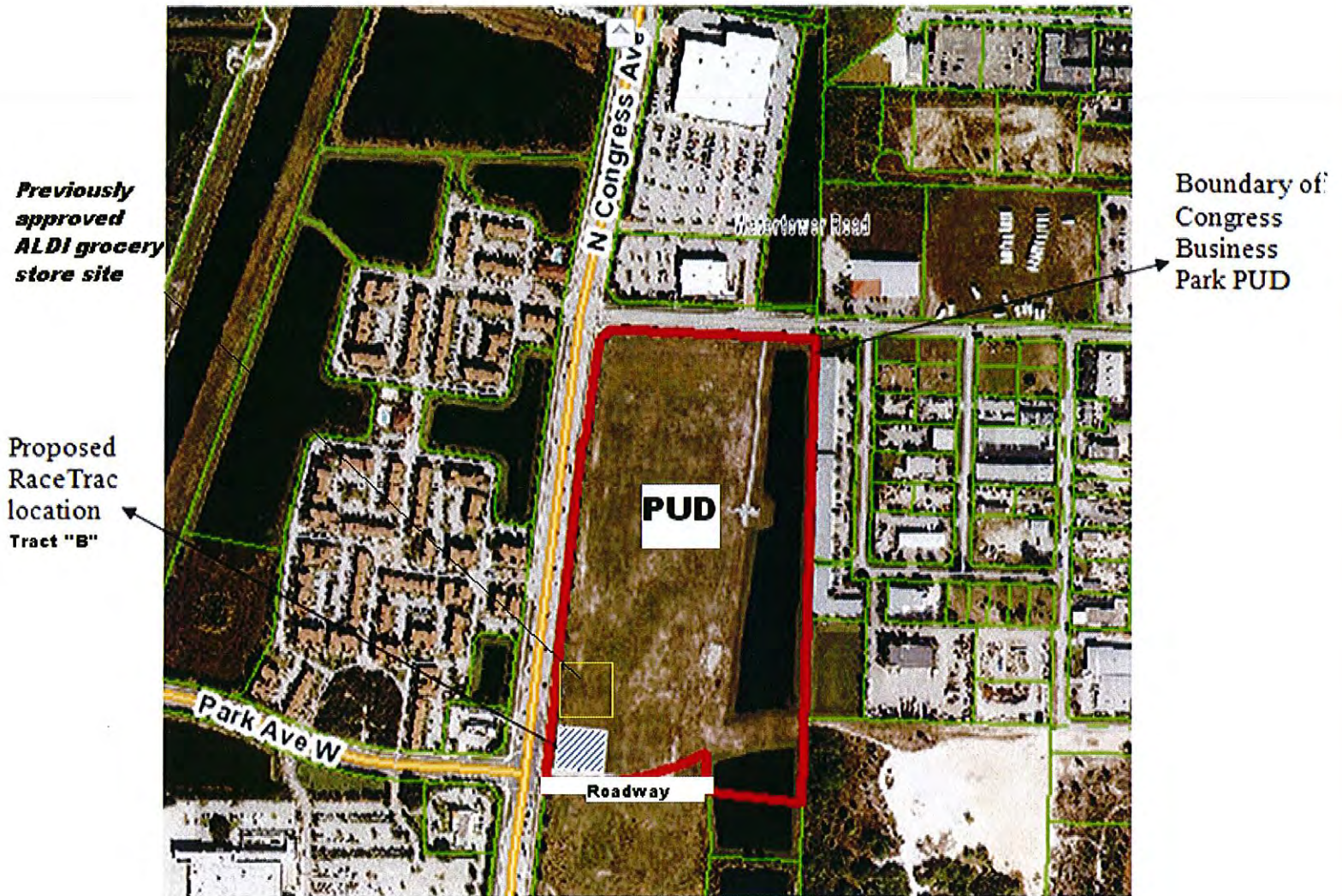
**Planning & Zoning Board Meeting:** February 2, 2015 – Recommended APPROVAL (3-0) with conditions. Refer to pages 12-13 of this staff report for conditions.

**BACKGROUND:**

Applicant(s):	RaceTrac Petroleum, LLC / Bill Milam, COO
Owner(s):	Congress Avenue Properties, LLC
Address/Location:	North Congress Avenue
Net Acreage:	2.285 acres
Legal Description:	see survey (sheet ALTA)
Existing Zoning:	Planned Unit Development (PUD)/Commercial 2 (C-2) Commercial 2 (C-2) Business District
Future Land Use:	Commercial/Light Industrial



Figure 1: Aerial View of Site (image not to scale; for visual purposes only)



□

## LAKE PARK ZONING MAP

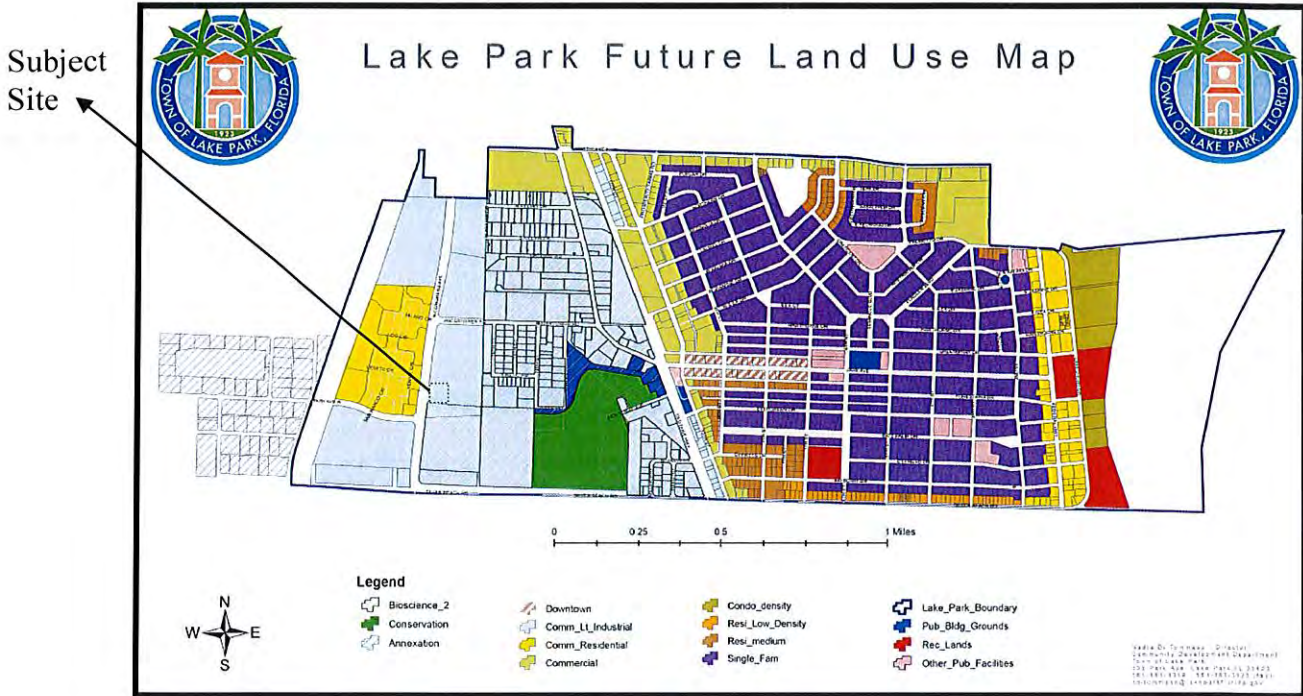


### **Adjacent Zoning**

- North:           Planned Unit Development (PUD) / Commercial 2 (C-2)
- South:           Commercial 2 (C-2)
- East:             Planned Unit Development (PUD) / Commercial 2 (C-2)
- West:            Traditional Neighborhood District (TND)



## LAKE PARK FUTURE LAND USE MAP



Subject Site

### Adjacent Existing Land Use

- North: Commercial/Light Industrial
- South: Commercial/Light Industrial / Bioscience Overlay
- East: Commercial/Light Industrial
- West: Commercial/Residential



## PART I: APPLICATION FOR A SPECIAL EXCEPTION USE

### ANALYSIS OF SPECIAL EXCEPTION CRITERIA

Town Code **Section 78-184** sets forth the criteria, all of which must be met to entitle an applicant to a Special Exception use. **Note: Staff's analysis of the criterion are in bold.**

1. Is the proposed Special Exception Use consistent with the goals, objectives, and policies of the Town's Comprehensive Plan?

**Staff has determined that the proposed use would specifically further the following Objective and Policy of the Future Land Use Element of the Comprehensive Plan:**

***Objective 1, Policy 1.5:***

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

***Objective 5:***

***As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.***

**New development on what is now an undeveloped parcel will increase the Town's tax base. The Site is not environmentally sensitive or historically significant and therefore, the development of the Site would not cause negative impacts to the surrounding area, or existing neighborhoods. There is a multi-family residential development west of the Site; however, this neighborhood is separated by North Congress Avenue. Staff finds that the proposed special exception use of a gas station and convenience store in this area of the town is consistent with Policy 1.5.**

**Other properties along Congress Avenue have been developing and the Site is one of the few remaining areas for new development in the Town. Therefore, the staff finds that the development of a gas station and convenience store along Congress Avenue would be infill development consistent with Objective 5.**

**CRITERIA MET.**

2. Is the proposed Special Exception Use consistent with the Town's land development and zoning regulations and all other portions of this Code?

**The Site Plan which has been submitted meets the Land Development Regulations and all other portions of the Town Code.**

**CRITERIA MET**

3. Is the proposed Special Exception Use 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?

**North 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 gas station and convenience store is compatible with the character of the surrounding properties. The County Engineering Department has verified that the Site meets the County's traffic concurrency standards.**

**The Applicant's proposed building meets the Town's Land Development Regulations regarding building setbacks. The convenience store building and the gas station's canopy are generally compatible with the mass, and height of the character of the surrounding area. Furthermore, the character of the proposed convenience store building has some design features which have been included in the renderings and elevations of the ALDI store that has recently received site plan approval, as well as the Bank of America and Sonic restaurants built a few years ago along the Congress Avenue corridor. The proposed convenience store building meets the Town's Architectural Guidelines.**

**While gas stations and convenience stores tend to be open at all hours, these types of establishments are not expected to cause any type of nuisance primarily because patrons of these establishments come and go within a short timeframe and the existing Congress Avenue corridor already has a gas station with smaller convenience store that operates using similar hours without creating a disturbance to the area**

**CRITERIA MET**

4. Will the proposed Special Exception Use on the Site create a concentration or proliferation of the same or similar type of use, which may be detrimental to the development or redevelopment of the area?

**Section 78-148(a) of the Code requires that there be a 500 foot distance between gas stations so as to prohibit their proliferation or concentration in an area of the Town. The proposed use is more than 800 feet away from the nearest gas station. Therefore, the proposed use meets the separation requirement of section 78-148 (a) of the Code.**

**CRITERIA MET**

5. Will the proposed Special Exception Use 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 proposed use is not expected to have a detrimental impact on the surrounding properties or individuals working or residing in the area. The Site Plan meets the Town's Land Development Regulations which have been enacted in order to mitigate adverse impacts on surrounding properties. The proposed use is not expected to have a detrimental impact on the individuals working in the area. The proposed convenience store and gas station may be of benefit to those individuals working or residing in the area due to its location.**

**CRITERIA MET**

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

**Due to the nature of the use, it has the potential to create noise, odor, and visual (lighting from the large canopy). The Applicant has demonstrated that it can control the trash that is to be expected through a secured dumpster area. While there may be noise from the all-night convenience store and gas station and possible odor from the constant dispensation of fuel on the Site, the corridor already has an identical use which has not demonstrated or experienced any known nuisances. The Site provides adequate screening for their dumpster and mechanical equipment to avoid visual nuisances as well.**

**CRITERIA MET**

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

**The Palm Beach County Traffic Division has submitted a Traffic Concurrency Letter to the Town which verifies that the projected traffic upon the affected roadways is within acceptable level of service and therefore consistent with the County's Traffic Performance Standards.**

**CRITERIA MET**

6. Does the proposed Special Exception Use:

- a. Significantly reduce light and air to adjacent properties?

**The large canopy will create light pollution and illuminate the sky in the area. This potentially creates an impact on the residential community to the west, but this is very similar to the illumination of the Walmart center to the south side of the residential community. However, it is not expected that the one-story convenience store will reduce light and air on this adjacent residential property and the Applicant has met the Master PUD regulations and the Town Code's setback requirements.**

**CRITERIA MET**

- b. Adversely affect property values in adjacent areas.

**Developing on a vacant parcel raises the property value of the subject Site and therefore, will not adversely affect property values in the adjacent areas even though there will be added light to the area.**

**CRITERIA MET**

- c. Deter the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

**The proposed Special Exception Use would not be a deterrent to the improvement, development or redevelopment of surrounding properties.**

**CRITERIA MET**

- d. Negatively impact adjacent natural systems or public facilities, including parks and open spaces.

**The proposed Site is not within or in close proximity to any naturally sensitive areas or parks. While the Palm Beach County conservation area is nearby, it is not adjacent to the Site and is actually separated by other parcels measuring more than 1,200 feet in width. The PUD has satisfied concurrency standards for the adjacent public facilities which verifies that the proposed use will not be a negative impact.**

**CRITERIA MET**

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

**The Site Plan includes a continuous pedestrian network, trash receptacles, an outdoor seating area. Bike racks have also been incorporated into the Site Plan. A pedestrian pathway around the perimeter of the Site provides connectivity to and from North Congress Avenue.**

**CRITERIA MET**



## PART II: APPLICATION FOR A SITE PLAN

The Site Plan has been reviewed by the Town's consulting Engineer and Landscape Architect, as well as the Community Development Department. Based upon this review, the Staff finds that the Site Plan meets the Land Development Regulations of the Town Code, and is consistent with the Signage and Architectural Guidelines, and the Landscaping Plan established pursuant to the Congress Avenue Park PUD.

### SITE PLAN PROJECT DETAILS:

**Building Site:** The Site is within Tract B of the Congress Business Park PUD.

**Site Access:** The Site has two entrances and exits. One is on the east side of the Site at the southeast corner of the Park Avenue West extension and the PUD's internal road network. The other is on the north side of the Site where vehicles will access the PUD's internal road network between the Site and Tract F (the recently approved as an ALDI grocery store).

**Traffic:** The Applicant has received a letter from Palm Beach County's Traffic Division which confirms that there is adequate capacity on the roadways to serve the Site.

**Landscaping:** The Site Plan meets the Town's Landscaping Code regulations per the Town's consulting landscape architect review and is consistent with the Congress Avenue PUD's Landscaping Master Plan.

**Drainage:** The Town's Engineer has reviewed the Applicant's Paving and Drainage Plan and has determined that it meets the engineering requirements for drainage.

**Parking:** The Code requires 4 spaces per 1,000 square feet of the pump area plus an additional 5 spaces per 1,000 square feet of the convenience store which totals 31 spaces. The Applicant is proposing 34 spaces, inclusive of 2 ADA spaces, which exceeds the minimum number of parking spaces required by the Code.

**Signage:** The Applicant's proposed Master Signage Plan is consistent with the Town's Sign Code and the previously approved PUD Master Signage Plan. The Applicant is proposing a wall sign above the main entrance on the west side (which will be visible from Congress Avenue), and an additional wall sign along the side entrance on the south side (visible from the Park Avenue extension roadway). One canopy and one monument sign are proposed for the purposes of displaying gas prices. All of the proposed signs are consistent with the PUD signage regulations and Code and will be subject to the Town's signage permitting requirements. While awning signage is not being proposed, a condition of approval has been included to prohibit awning signage.

**Photometric (Lighting):** Meets the minimum requirements in the Town code.

**Zoning:** Gas stations are special exception uses in the C-2 zoning district.



**Water/Sewer:** Seacoast Utility Authority (SUA) has determined that the Applicant has reserved sufficient water capacity to serve the Site. Drainage permits are required prior to the issuance of building permits per SUA.

**Design:** The proposed Elevations for the convenience store building and gasoline pump canopy meet the Town's Architectural Guidelines as well as the architectural guidelines established by the PUD. The Applicant has incorporated design features for the building which are consistent with the intent of the Code and the previously approved PUD.

**Fire:** The Palm Beach County Fire Rescue (PBCFR) has completed its preliminary review of the proposed Site Plan and has no comments on it at this time. PBC Fire will be reviewing the plans in greater detail as part of the building permit review process.

**PBSO:** The Crime Prevention through Environmental Design (CPTED) review was done by the (then) Town Planner who was CPTED Certified rather than the Palm Beach Sheriff's Office (PBSO). The Applicant incorporated many of the recommendations including sufficient lighting at active entrances and there are no additional concerns at this time.

### **PART III: STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the Site Plan and the special exception use of a gas station which includes a 5,928 square foot convenience store, in the Congress Business Park PUD, **subject to the following conditions:**

1. The Applicant shall develop the Site consistent with the following Plans:
  - a. Site Plan, Civil Plans, Demolition Plan, Paving, Grading, Drainage, Utility, Water/Sewer and Signage Plans referenced as Sheets ES1, ES2, DM1, C1, C2.1, C2.2, C2.3, C3, C4, SD1, SD2, SD3, SD4, D1, D3.1, D3.2, and "Signage Packet"; signed and sealed on 2-16-15 and prepared by Bowman Consulting; received and dated by the Department of Community Development on 2-17-15.
  - b. Survey referenced as sheet ALTA; signed and sealed 9-14-14 and prepared by Bloomster Professional Land Surveyors, Inc.; received and dated by the Department of Community Development on 2-17-15.
  - c. Landscape Plans and Irrigation Plans, referenced as Sheets L-1, L1.1, L1.2, L1.3; signed and sealed on 1-13-15 and 02-10-15 for Sheet L1.1, prepared by HJA Design Studio; received and dated by the Department of Community Development on 2-17-15.
  - d. Elevations referenced as Sheets A000 and A300; signed and sealed on 1-5-15 and prepared by Hill Foley Rossi & Associates; received and dated by the Department of Community Development on 1-7-15.
  - e. Photometric Plan referenced as Sheet SP-1; signed and sealed 11-24-14 and prepared by GTP Consulting Engineers; received and dated by the Department of Community Development on 1-23-15.

2. The Owner, the Applicant and their successors and assigns shall be subject to the Development Order and all conditions.
3. *The site shall incorporate stamped concrete ground treatment around active entrances to the building, so as to be consistent with the entrance design of the previously approved ALDI grocery store within the PUD.*
4. 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 rights of way of North Congress Avenue or the Park Avenue West Extension 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.
5. Should any disruption to the surrounding entrance/exit streets and parking areas along North Congress Avenue or the Park Avenue West Extension occur such that the daily operation of nearby businesses is adversely impacted, the construction activities shall cease until the Applicant has secured the written approval of the Community Development Director.
6. 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 Town. The Owner/Applicant 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.
7. The hedge material for the Site shall be maintained at five feet unless otherwise noted on the approved plans for the site or the PUD.
8. Safe and adequate pedestrian passage shall be maintained along both of the Site's entrances.
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 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.
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. The Site is to be subject to the Unity of Control for the PUD. A copy of the recorded Unity of Control is required prior to the issuance of any building permit.
13. The Site shall be platted, and approval of the Plat is required prior to the issuance of any building permits.
14. 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.



15. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval.
16. All interior roadways within the PUD that immediately surround the Site, including all adjoining curb-cuts and the Park Avenue Extension roadway shall be completed prior to the issuance of a Certificate of Occupancy.
17. **The Owner or Applicant shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Failure to do so shall render the Development Order void. Once initiated, the development of the Site shall be completed within 18 months.**
18. **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 PLANNING & ZONING BOARD MEETING WAS HELD ON FEBRUARY 2, 2015 AND THE BOARD RECOMMENDED UNANIMOUS APPROVAL (3-0) WITH STAFF'S CONDITIONS, ALONG WITH THE FOLLOWING ADDITIONAL PLANNING & ZONING BOARD RECOMMENDED CONDITIONS:**

19. Awning signage shall not be permitted.

20. Blue stripe on canopy should not be LED.

Applicant response to added comment: *We would respectfully request that the Town Commission reconsider this condition since the blue stripe is a translucent panel which covers the LEDs behind them, producing a very dim light without any glare.*

21. Gas Price LED letters shall be reduced to 20" in height.

Applicant response to added comment: *We would respectfully request that the Town Commission reconsider this condition since height of the price numerals have not been reduced since the project is currently proposing signage that is significantly below what is allowed. The PUD allows for a 10 foot by 8 foot sign, but the project is only proposing 10 foot by 6 foot. The PUD allows for 32*

*square feet of pricing and the RaceTrac LED price numerals only account for 15.67 square feet of pricing (half of what's allowed).*

22. Add an additional 2 feet of stone to the base of monument signs.

**Applicant response to added comment:** *We would respectfully request that the Town Commission reconsider this condition since the project is proposing significantly less than the allowable signage, a compromise by adding 8-3/8 inches to the stone base was added.*

**The Planning & Zoning Board also recommended that additional ground cover instead of sod be incorporated around the dry retention areas. The Applicant modified Sheet L1.1 and added 252 more ornamental native grass plants and additional groundcover. Namely, along the north property line (interior), 37 ornamental grass plants were added; along the east property line (Congress Avenue), 87 ornamental grass plants were added; and along the south property line (Park Avenue), 128 ornamental grass plants were added.**

**Additionally, although this was not commented on at the Planning & Zoning Board meeting, the Applicant decided to also add a mansard roof to the fuel canopy to increase the architectural elements. A 3-D color rendering is included with this staff report.**



February 18, 2015  
010111-01-001

Sent Via: Mail

Ms. Nadia DiTomasso  
Planning & Zoning  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

*Referenced  
in staff report*

**RE: RaceTrac # 1120 Congress and Park Application #4758  
Planning & Zoning Response to Conditions**

Dear Ms. DiTomasso,

Bowman Consulting is in receipt of your comment letter received on February 9, 2015, in regard to the above-mentioned Plans Review for the Town of Lake Park. Please see the following response for further clarification as requested:

**Planning & Zoning Conditions**

1. No awning signage (the project is not currently proposing awning signage, but this is to ensure it does not get applied for in the future).

**Response: Noted.**

2. Blue stripe on canopy should not be LED.

**Response: We would respectfully request that the Town Commission reconsider this condition since the blue stripe is a translucent panel which covers the LEDs behind them, producing a very dim light without any glare.**

3. Gas Price LED letters are reduced to 20" in height.

**Response: We would respectfully request that the Town Commission reconsider this condition since height of the price numerals have not been reduced since the project is currently proposing signage that is significantly below what is allowed. The PUD allows for a 10' x 8' sign, but the project is only proposing 10' x 6'. The PUD allows for 32 SF of pricing and the RaceTrac LED price numerals only account for 15.67 SF of pricing (half of what's allowed).**

4. Add an additional 2 feet of stone to the base of monument signs.

**Response: We would respectfully request that the Town Commission reconsider this condition since the project is proposing significantly less**



**than the allowable signage, a compromise by adding 8-3/8" to the stone base was added.**

5. Add additional ground cover instead of sod around the dry detention areas.

**Response: The landscape plan (sheet L1.1) was modified to add 252 more ornamental native grass plants and other ground cover than what was previously proposed. Along the north property line, 37 ornamental grass plants were added, along the Congress Ave. right of way, 87 ornamental grass plants were added, and along the Park Ave. right of way, 128 ornamental grass plants were added.**

6. Other:

**Response: Not a condition of approval, but a mansard roof has been added to the fuel canopy to increase the architectural elements. The 3-D color rendering of the site was been updated to reflect this. Although building and structural plans are currently under review at the building department, the mansard roof will be added to those plans during the next review cycle.**

If you should have any questions or require additional information, please do not hesitate to contact me at our Melbourne office at (321) 255-5434. Thank you.

Sincerely,

Andrew Petersen  
Project Engineer  
Bowman Consulting  
[apetersen@bowmanconsulting.com](mailto:apetersen@bowmanconsulting.com)

**RESOLUTION NO. 07-03-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION USE FOR A RACETRAC GAS STATION AND 5,928 SQUARE FOOT CONVENIENCE STORE TO BE LOCATED WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN AND USE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, ReceTrac Petroleum, Inc., (the Applicant) is proposing to develop a RaceTrac Gas Station and 5,928 square foot convenience store on Tract B of the Congress Business Park Planned Unit Development Zoning District (the Site); and

**WHEREAS**, the Site is currently owned by Congress Avenue Properties (the Owner) and the Applicant has a contract to purchase the proposed Site; and

**WHEREAS**, Applicant has submitted Applications for a Site Plan and Special Exception Use of a “Gasoline Station” (the Applications); and

**WHEREAS**, the Site has a future land use designation of “Commercial/Light Industrial”; and

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

**WHEREAS**, the zoning of the Site is PUD with its underlying zoning designation being Commercial-2 Business District (C-2);

**WHEREAS**, the uses permitted in the PUD include those uses permitted in the C-2 Zoning District and additional uses by special exception if approved by the Town Commission; and

**WHEREAS**, the Community Development Department has determined that the use of a “Gasoline Station” 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 Applications and has recommended to the Town Commission that it approve the Applications with certain conditions; and

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

**WHEREAS**, at these hearings, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Applications.

**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 "Gasoline Station" subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans:
  - a. Site Plan, Civil Plans, Demolition Plan, Paving, Grading, Drainage, Utility, Water/Sewer and Signage Plans referenced as Sheets ES1, ES2, DM1, C1, C2.1, C2.2, C2.3, C3, C4, SD1, SD2, SD3, SD4, D1, D3.1, D3.2, and "Signage Packet"; signed and sealed on 2-16-15 and prepared by Bowman Consulting; received and dated by the Department of Community Development on 2-17-15.
  - b. Survey referenced as sheet ALTA; signed and sealed 9-14-14 and prepared by Bloomster Professional Land Surveyors, Inc.; received and dated by the Department of Community Development on 2-17-15.
  - c. Landscape Plans and Irrigation Plans, referenced as Sheets L-1, L1.1, L1.2, L1.3; signed and sealed on 1-13-15 and 02-10-15 for Sheet L1.1, prepared by HJA Design Studio; received and dated by the Department of Community Development on 2-17-15.
  - d. Elevations referenced as Sheets A000 and A300; signed and sealed on 1-5-15 and prepared by Hill Foley Rossi & Associates; received and dated by the Department of Community Development on 1-7-15.
  - e. Photometric Plan referenced as Sheet SP-1; signed and sealed 11-24-14 and prepared by GTP Consulting Engineers; received and dated by the Department of Community Development on 1-23-15.
2. The Owner, the Applicant and their successors and assigns shall be subject to the Development Order and all conditions.
3. *The Site shall incorporate stamped concrete ground treatment around active entrances to the building, so as to be consistent with the entrance design of the previously approved ALDI grocery store within the PUD.*
4. 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 rights of way of North Congress Avenue or the Park Avenue West Extension 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.
5. Should any disruption to the surrounding entrance/exit streets and parking areas along North Congress Avenue or the Park Avenue West Extension occur such that the daily

- operation of nearby businesses is adversely impacted, the construction activities shall cease until the Applicant has secured the written approval of the Community Development Director.
6. 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 Town. The Owner/Applicant 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.
  7. The hedge material for the Site shall be maintained at five feet unless otherwise noted on the approved plans for the site or the PUD.
  8. Safe and adequate pedestrian passage shall be maintained along both of the Site's entrances.
  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 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.
  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. The Site is to be subject to the Unity of Control for the PUD. A copy of the recorded Unity of Control is required prior to the issuance of any building permit.
  13. The Site shall be platted, and approval of the Plat is required prior to the issuance of any building permits.
  14. 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.
  15. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval.
  16. All interior roadways within the PUD that immediately surround the Site, including all adjoining curb-cuts and the Park Avenue Extension roadway shall be completed prior to the issuance of a Certificate of Occupancy.
  17. The Owner or Applicant shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Failure to do so shall render the Development Order void. Once initiated, the development of the Site shall be completed within 18 months.
  18. 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.

19. Awning signage shall not be permitted.

**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 adoption.



AUG 08 2014

Development



THE TOWN OF LAKE PARK  
Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Name of Applicant/Agent: RaceTrac Petroleum, Inc.

Address: 3225 Cumberland Blvd Suite 100, Atlanta, GA 30339

Telephone: 770-431-7600 x1562 Fax: 678-503-1112

E-mail address: dbrown@racetrac.com

Owner  Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): Congress Avenue Properties, LTD

Address: 4500 PGA Blvd., Suite 270, Palm Beach Gardens, FL 33418

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

E-Mail address: \_\_\_\_\_

Property Location: NE Corner of Congress Ave. and Park Ave.

Legal Description: (see attached legal description)

Property Control Number: 36-43-42-19-00-000-5040

Future Land Use: PUD Zoning: PUD

Acreage: +/- 2.06 Square Footage of Use: +/- 5,928 SF Retail, 20 fueling position

Proposed Use: Retail / Gas Station

**Adjacent Property**

Direction	Zoning	Business Name	Use
North	PUD	(Vacant)	(Vacant)
East	PUD	(Vacant)	(Vacant)
South	C-2	(Vacant)	(Vacant)
West	C-2	Walmart	Retail

**APPLICATION REQUIREMENTS:**

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

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See attached justification statement letter

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2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

3. Please explain how 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.

4. Please explain how 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.

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5. Please explain how the 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; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use.
  
  6. Please explain how the proposed Special Exception use meets the following requirements; (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 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.
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7. Please provide the following:

- a. Special Exception fee plus escrow of \$800.00.
- b. Advertising costs: The petitioner shall pay all costs of publication of public hearing required in a newspaper of general circulation within the Town. This cost will be deducted from the escrow.
- c. Courtesy Notice Property Owners List. A complete list of property owners and mailing addresses of all property owners within 300 feet of the subject parcel as recorded in the latest official tax role in the County Court House. Certified Mail will be sent to all owners within 300 feet; postage will be deducted from escrow.
- d. The applicant must place a 3' x 3' sign on the property to be readily visible to vehicular and pedestrian traffic stating "THIS SITE IS BEING CONSIDERED FOR A CONDITIONAL USE - TOWN OF LAKE PARK". The applicant shall remove sign from subject property within ten (10) days of final action.
- e. Location Map

- f. Provide a site plan drawn to scale indicating the size of the buildings, the intended floor area ratios, the quantity of parking spaces proposed to be provided; the intended access road(s), the general type of construction in accordance with the Florida Building Code and the codes of the Town of Lake Park, and the availability and approximate location of utilities.
- g. Provide a certified boundary survey by a surveyor registered in the State of Florida containing an accurate legal description of the property and a computation of the total acreage of the parcel.

**DOCUMENTS:**

1. A statement of the applicant's interest in the property.
2. A warranty deed with an affidavit from the applicant that the deed represents the current ownership.

**REPORTS:**

A traffic impact analysis, if required by the Town Engineer or staff, on the project generated Traffic impact on the external street serving the site.

**For the final review, 13 complete sets of all final required documents, after approval of all other governing agencies, must be submitted.**





August 5, 2014  
Project # 010103-01-001

The Town of Lake Park  
Community Development Department  
535 Park Avenue  
Lake Park, FL 33403

Community

AUG 28 2014

Development

**RE: Lake Park RaceTrac #1120 Special Exception Justification Statement**

To whom it may concern,

Bowman Consulting is responding to the questions asked regarding the Special Exception Review Application. Please see the following responses for further clarification to the answers requested:

1. Please discuss how the Special Exception use is consistent with the goals, objectives and policies of the Town's Comprehensive Plan.

**Response: RaceTrac provides many services to better accommodate the local citizens through the selling of gasoline and other goods sold at a convenience store. It provides an important development opportunity to better service the needs of Lake Park and increase their economic value.**

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

**Response: The Proposed site is located within the Congress Business Park PUD, which allows for a gas station as a Special Exception Use.**

3. Please explain how 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.

**Response: The proposed gas station will be on the northeast corner of Congress Avenue and Park Avenue. Congress Ave is a commercial corridor which is appropriate for gas station uses. All vehicle activity will be screened from adjacent properties by the proposed building. There are no residential zoned properties immediately surrounding the property. The intended use is a convenience store and gas station and the location, mass, height and setback will have no impact on the surrounding area. An existing gas station is located approximately 0.2 miles south on Congress Ave from the proposed RaceTrac development.**

4. Please explain how 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.

**Response: Granting a Special Exception use to the proposed RaceTrac development will not cause a concentration or proliferation of similar Special exception uses in the immediate vicinity. There is currently only one other gas station operating under a similar Special Exception use along Congress Ave. & no others within approximately a 1 mile radius from the RaceTrac site. The majority of the properties along Congress Ave. have been built out, and the Congress Business Park will only not allow another gas station within its PUD limits.**

5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) the number of persons anticipated to be using or 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; (c) the effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use.

**Response: The intended use for the Special Exception is a gas and convenience store so the amount of people using the property will be limited. RaceTrac fuel center and convenience store insures a safe degree of noise, odor, visual, or potential nuisance factors for the surrounding area of the property. The proposed fuel center and convenience store is on the corner of two non-residential roads, one of which is a major arterial road. The effect on the amount and flow of traffic is not anticipated.**

6. Please explain the proposed Special Exception use meets the following requirements; (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.

**Response: The current property has adjacent empty lots so the lighting and property values will not be affected by the construction of the fuel center and convenience store.**

- a. **The proposed building and canopy will not be greater than 24 ft. above adjacent grade, so will not cast shadows or restrict air flow to adjacent properties. The on-site lighting plan will be designed and installed in accordance with the Town's lighting code.**
- b. **Currently, the surrounding site are vacant, so the RaceTrac development will not adversely affect adjacent property values. The**

- proposed building is a state of the art fuel center with attractive architecture and landscaping which are aesthetically pleasing and not detrimental to adjacent property values.**
- c. Granting the Special Exception Use to the RaceTrac development would not be a deterrent to improvement, development, or redevelopment to the surrounding properties. RaceTrac gas stations existing in harmony with other developments throughout the southeastern United States.**
  - d. The proposed development is being done in accordance with all applicable environmental regulations and will not negatively impact surrounding natural areas or open spaces.**
  - e. The proposed RaceTrac will provide outdoor seating, trash receptacles, and bicycle parking to its customers.**

If you should have any questions or require additional information, please do not hesitate to contact me at our Melbourne office at (321) 255-5434. Thank you.

Sincerely,



Andrew J. Petersen, P.E.  
Project Engineer  
Bowman Consulting  
[apetersen@bowmanconsulting.com](mailto:apetersen@bowmanconsulting.com)

Community  
AUG 08 2014  
Development



**CONSENT FORM FROM PROPERTY OWNER  
AND DESIGNATION OF AUTHORIZED AGENT**

Before me, the undersigned authority, personally appeared Phillip 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 and Special Exception Applications in the Town of Lake Park, Florida;
3. That he/she is appointed RaceTrac Petroleum, Inc. to act as authorized on his/her behalf to accomplish the above Project.

Property Owner Name: Congress Avenue Properties, Ltd

[Signature] Property Owner Signature By: Name/Title Phillip Brandt, CFO

4500 PGA Blvd, Suite 207 Street Address Palm Beach Gardens, FL 33418 City, State, Zip Code

561-691-9050 Telephone Number 561-622-1851 Fax Number

philbrandt@divostainvestments.com E-Mail Address

Sworn and Subscribed before me on this 12<sup>th</sup> day of May, 2014,

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
\_\_\_\_\_





*\*on hold until PUD gets approved\**  
Community  
JAN 27 2014  
Development

# THE TOWN OF LAKE PARK

## APPLICATION FOR SITE PLAN REVIEW

Project Name: Lake Park RaceTrac #1120

Property Address: Northeast corner of Congress Ave & Park Ave

Owner: Congress Avenue Properties LTD Address: 4500 PGA Blvd Ste 270 Palm Beach Gardens, FL 33418

Applicant (if not owner): RaceTrac Petroleum, Inc [Bill Milam, COO]

Applicant's Address: 3225 Cumberland Blvd Ste 100 Atlanta, GA 30339 Phone: 770-431-7600 ex 1562

Fax: 678-503-1112 Cell Phone: 404-313-9652 E-Mail: dbrown@racetrac.com

Property Control Number (PNC): 36-43-42-19-00-000-5040

### Site Information:

General Location: Northeast corner of Congress Ave & Park Ave

Address: Undetermined

Zoning District: C2 Future Land Use: Bioscience 2 Comm Light Industrial Acreage: +/- 2.06

### Adjacent Property:

Direction	Zoning	Business Name	Use
North	C2	Vacant Property	Vacant Property
East	C2	Vacant Property	Vacant Property
South	C4	Vacant Property	Vacant Property
West	R2A	Sonic and Van Marco Tillas	Fast Food and Residential

### Justification:

Information concerning all requests (attach additional sheets if needed.)

1. Explain the nature of the request Construction of a 5,928 RaceTrac Convenience Store with 24 fueling positions.



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

No impact to the surrounding area is anticipated. The Congress Ave. corridor is currently built out as a heavy commercial corridor. Site and other surrounding properties are zoned commercial.

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


The site is currently zoned commercial and is within an existing heavily commercial corridor.

**Legal Description:**

The subject property is located approximately 0 mile(s) from the intersection of Congress Ave and Park Ave \_\_\_\_\_, on the \_\_\_\_\_ north, X east, \_\_\_\_\_ south, \_\_\_\_\_ west side of Congress Ave (street/road).

Legal Description: See attached Legal Description

I hereby certify that I am (we are) 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.

  
\_\_\_\_\_  
Signature of Owner/Applicant

1/17/2014  
Date

**Consent Form from Owner and Designation of Authorized Agent:**

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
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 approval for a RaceTrac market and fuel station  
in the Town of Lark Park, Florida.
3. That he/she has appointed RaceTrac Petroleum, Inc.  
to act as authorized on his/her behalf to accomplish the above project

Name of Owner Congress Avenue Properties, Ltd.

Reg Bell  
Signature of Owner

Phillip Brandt, CFO  
By Name/Title

4500 PGA Blvd #207  
Street Address

Palm Beach Gardens, FL 33418  
City, State, Zip code

\_\_\_\_\_  
P O Box

\_\_\_\_\_  
City, State, Zip code

561-691-9050  
Telephone Number

561-622-1851  
Fax Number

philbrandt@divestainvestments.com  
Email Address

Sworn and subscribed before me this 16<sup>th</sup> day of January, 2014

Debbie Powell  
Notary Public

My Commission expires

12-13-15



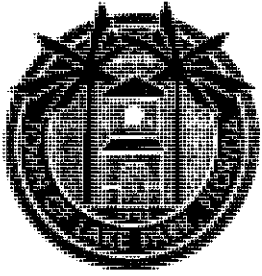
**RECEIPT**

**LEGAL NOTICE OF PUBLIC HEARING**  
**FOR SITE PLAN AND**  
**SPECIAL EXCEPTION USE -**  
**TOWN OF LAKE PARK**

Please take notice and be advised that RaceTrac Petroleum, Inc., the Applicant, is proposing to develop a gas station with a 5,928 square foot convenience store within Tract B of the Congress Business Park Planned Unit Development (PUD). The site is currently owned by Congress Avenue Properties Ltd. The property (Tract B of PCN: 36-43-42-19-00-000-5040) is located on the northeast corner of Congress Avenue and Park Avenue West extension in the Town of Lake Park, FL. The **Planning & Zoning Board** will hold a public hearing on these matters on **Monday, February 2, 2015, at 7:00 p.m.**, or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida. The **Town Commission** will *tentatively* hold their public hearing on **Wednesday, March 4, 2015 at 6:30 p.m.**, or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

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  
1-18/ 2015 #361654



**Town of Lake Park**  
**Community Development Department**

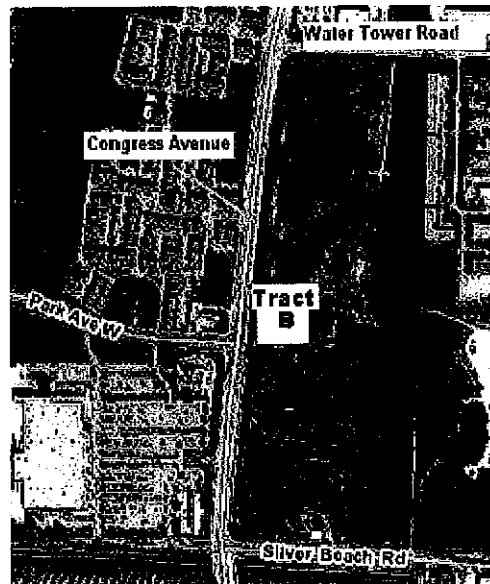
**Certified Mail – You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.**

**January 15, 2015**

**Re: Congress Avenue Properties Ltd., PCN# 36-43-42-19-00-000-5040  
(Tract "B") - Site Plan Approval/Special Exception Use Approval  
for a RaceTrac Gasoline Service Station**

Dear Property Owner:

Please be advised that RaceTrac Petroleum, Inc., the Applicant, is proposing to develop a gas station with a 5,928 square foot convenience store within Tract B of the Congress Business Park Planned Unit Development (PUD). The site is currently owned by Congress Avenue Properties Ltd. The property (Tract "B" of PCN: 36-43-42-19-00-000-5040) is located on the northeast corner of Congress Avenue and Park Avenue West extension in the Town of Lake Park, FL (see illustration).



The Planning & Zoning Board will hold a public hearing on these matters on **Monday, February 2, 2015, at 7:00 p.m.**, or as soon thereafter as can be heard, in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida. The Town Commission will tentatively hold their public hearing on **Wednesday, March 4, 2015 at 6:30 p.m.**, or as soon thereafter as can be heard, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida.

If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

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

**535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323**  
**Web Site: [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) Email: [NDiTommaso@lakeparkflorida.gov](mailto:NDiTommaso@lakeparkflorida.gov)**

# **New Business**



# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 4, 2015

Agenda Item No. 4

**Agenda Title: AUTHORIZING THE MAYOR TO SIGN A FIRST AMENDMENT TO SITE LEASE WITH OPTION WITH R G TOWERS LLC FOR THE PLACEMENT OF A STEALTH TELECOMMUNICAITONS TOWER AT THE LAKE PARK HARBOR MARINA.**

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

Approved by Town Manager *Ronnie McPherson* Date: *2/26/15*  
*Deputy Town Manager*

Vivian Mendez – Town Clerk/Deputy Town Manager *ND*  
 Name/Title

<b>Originating Department:</b>  TOWN CLERK/DEPUTY TOWN MANAGER	Costs: \$ <u>0</u> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  → Resolution <u>08</u> 03-15 (First Amendment) → Applicant Request Letter and Modified Exhibits 'A' and 'B' → Resolution 10-04-14 already executed
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>VM</i></u> or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

On April 2, 2014, the Town Commission unanimously approved the Mayor to sign a Site Lease with Option Agreement with T-Mobile LLC for their interest in installing a 125 foot stealth tower on the grounds of the Lake Park Harbor Marina through Resolution 10-04-14. The general terms of this Lease include the following:

- T-Mobile is given two (2), 12 month option periods to determine if this site will be a successful location for the installation of a cell tower. They would pay the Town \$2,950.00 for each 12-month period.
- If the locations works for T-Mobile, T-Mobile will be responsible for all costs associated with getting the cell tower approved through a separate public hearing process and with installing the cell tower if approved.
- The cell tower will be a "stealth" tower. It will be designed as a yard arm and will fit in with the motif of the Marina. All antennae will be internal to the tower. The ground space required as part of the original agreement measures 25 feet by 20 feet (total of 500 square feet). Visual depictions of how the stealth tower will look are attached as exhibits to the modified agreement.
- After the initial option period, monthly rental payments will be \$2,950 (\$35,400.00 in the first year, with an annual 3% escalator of the rental payments.
- The agreement will be for an initial 5 year term, with 5 renewals. If the rented period covers all 25 years, the annual rental payment in the 25<sup>th</sup> year would be approximately \$93,500.00.

Since 2014, T-Mobile LLC has made their first annual option payment of \$2,950 in order to enter into their due diligence phase. This initial due diligence phase has also allowed T-Mobile to revisit the site and realize they are in need of an additional 250 square feet of ground space (total of 750 square feet) in order to accommodate an additional co-locator on the tower in the future. In addition, they also assigned the ground space lease to R G Towers LLC. The existing Agreement provides T-Mobile with 500 square feet of ground space. The ground area is still being proposed on the south end of the retention area and does not propose to encroach onto this retention area. **Increasing the ground space for an additional co-locator is advantageous to the Town because of the Town Commission's very wise decision to require a 50% cost-sharing for all co-locators when this initial agreement was approved. This translates into increased revenue for the Town in the future if this modification is approved and the tower is ultimately constructed.**

A copy of the proposed Site Lease with Option Agreement with modified Exhibit "A" (Legal Descriptions) and modified Exhibit "B" (Location Maps) is enclosed with this agenda item. A representative from T-Mobile and R G Towers LLC (the new ground space leaseholder) will be in attendance at this meeting to answer any questions the Town Commission may have. **The actual cell tower will still require a separate review and approval of the Planning and Zoning Board and Town Commission through the code required telecommunication tower site plan (public hearing) approval process.**

**Recommended Motion: I MOVE TO APPROVE RESOLUTION 08-03-15.**

**RESOLUTION NO. 08-03-15**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA  
AUTHORIZING AND DIRECTING THE MAYOR TO  
EXECUTE A FIRST AMENDMENT TO THE LEASE  
AND OPTION AGREEMENT WITH T-MOBILE USA,  
INC. FOR THE CONSTRUCTION OF A  
COMMUNICATIONS TOWER AT THE LAKE PARK  
HARBOR MARINA; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, The Town entered into a "Site Lease With Option" (Lease) with T-Mobile, LLC, whereby T-Mobile LLC is permitted, at its option to lease certain real property described and attached to Exhibit A of the Lease (the Property) at the Town's Marina for the development of facilities necessary to operate its communications system; and

**WHEREAS**, pursuant to paragraph 15 of the Lease, T-Mobile, LLC has assigned the ground lease to R G Towers, LLC; and

**WHEREAS**, pursuant to the terms of the Lease, the Tenant of the Property is permitted to co-locate other communication facilities on the Property; and

**WHEREAS**, Tenant, after inspection of the Property has requested an amendment to the Lease so that additional ground space can be made available to it in anticipation of co-locating additional communication facilities on the Property.

**NOW THEREFORE** the Landlord and Tenant have agreed to amend the Lease, as follows:

**Section 1.** The recitals are incorporated herein.

**Section 2.** A new Exhibit A, a copy of which is attached hereto and incorporated herein, containing the legal description of the Property is hereby substituted for the Exhibit A attached to the original Lease. All references in the Lease to Exhibit A shall now mean and refer to the new Exhibit A attached hereto.

**Section 3.** A new Exhibit B, a copy of which is attached hereto and incorporated herein which is the site plan depicting that portion of the Property where the Antenna Facilities together with all necessary ground space and easements for access thereto and utilities is hereby substituted for Exhibit B to the original.

**Section 4.** All provisions of the Lease not amended herein shall remain in effect.

**Section 5.** This Resolution shall be effective upon adoption.

**IN WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LANDLORD:**

Town of Lake Park, Florida

ATTEST:

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

(SEAL)

By: \_\_\_\_\_  
Name: James DuBois  
Title: Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

**TENANT:**

R G Towers, LLC,

WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_





RG Towers, LLC

Dale S. Sugerman, Ph.D.  
Town Manager  
TOWN OF LAKE PARK  
535 Park Avenue  
Lake Park, FL 33403  
561-881-3304  
561-881-3314 (Fax)

1/12/15

**Re: Lake Park Marina Communication Tower Amendment- RG Towers LLC**

Mr. Sugerman,

As you know, RG Towers LLC has been assigned the ground lease for the development of the new communication tower at the Lake Park Marina.

We are anxious to get the project underway and we are in the process of finalizing the submittal documents. As we discussed, we will, however, like to request additional ground space in anticipation of the second tenant and therefore will need to amend the ground lease.

Attached you will find the following documents to support our request and for your preparation of the amendment/Addendum:

Exhibit A- Legal Description and Survey

Exhibit B- Site Plan

Please let us know if you have any questions and we look forward to being scheduled on the next available agenda.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Richards'.

Scott Richards  
CEO

## Exhibit A

PARENT TRACT (PER SHORT LEGAL DESCRIPTION, PALM BEACH COUNTY PROPERTY APPRAISERS)

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT 17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899 & NO 24018

PROPOSED 12.5'X16' T-MOBILE LEASE AREA (AS REQUESTED BY CLIENT)

A PARCEL OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S04°50'27"E, A DISTANCE OF 16.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 12.50 FEET; THENCE N04°50'27"W, A DISTANCE OF 16.00 FEET; THENCE N85°09'33"E, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.  
SAID PROPOSED 12.5'X16' T-MOBILE LEASE AREA CONTAINING 200 SQUARE FEET.

PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA (AS REQUESTED BY CLIENT)

A PARCEL OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET TO THE POINT OF BEGINNING; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET; THENCE N04°50'27"W, A DISTANCE OF

## Exhibit A

30.00 FEET; THENCE N85°09'33"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA CONTAINING 750 SQUARE FEET.

PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT (AS REQUESTED BY CLIENT)

A STRIP OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET; THENCE N04°50'27"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N04°50'27"W, A DISTANCE OF 2.02 FEET; THENCE S85°09'33"W, A DISTANCE OF 27.99 FEET; THENCE N05°17'04"W, A DISTANCE OF 220.87 FEET; THENCE S85°35'16"W, A DISTANCE OF 176.07 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (A 60' RIGHT-OF-WAY BY PLAT); THENCE N05°11'15"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET; THENCE N85°35'16"E, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 188.05 FEET; THENCE S05°17'04"E, A DISTANCE OF 220.78 FEET; THENCE N85°09'33"E, A DISTANCE OF 28.08 FEET; THENCE S04°50'27"E, A DISTANCE OF 14.02 FEET; THENCE S85°09'33"W, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT CONTAINING 5,267 SQUARE FEET, MORE OR LESS.

PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT (AS REQUESTED BY CLIENT)

A STRIP OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A

## Exhibit A

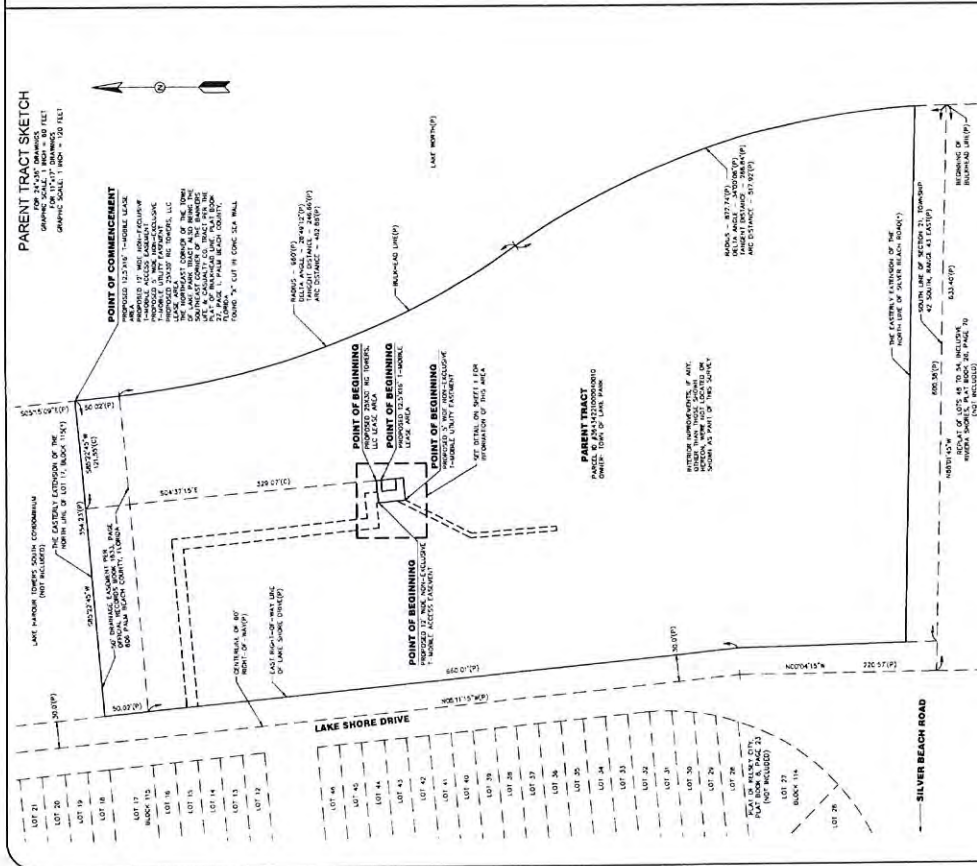
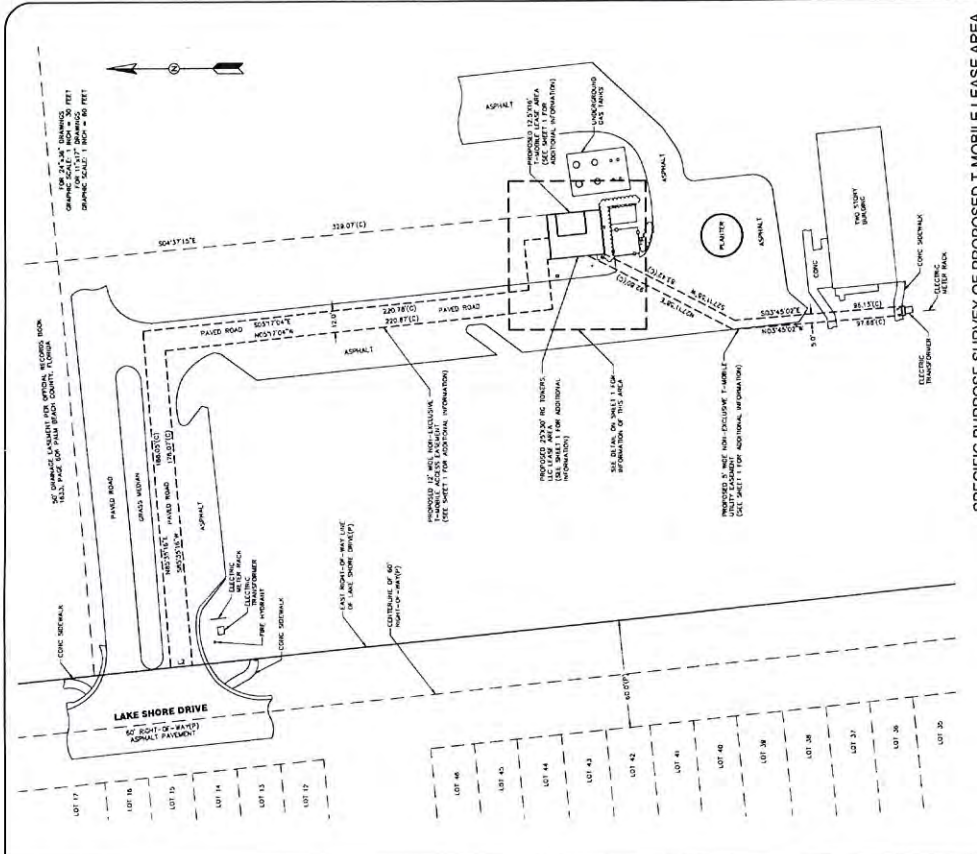
DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S27°11'58"W, A DISTANCE OF 83.42 FEET; THENCE S03°45'02"E, A DISTANCE OF 96.13 FEET; THENCE S84°21'43"W, A DISTANCE OF 5.00 FEET; THENCE N03°45'02"W, A DISTANCE OF 97.68 FEET; THENCE N27°11'58"E, A DISTANCE OF 92.80 FEET; THENCE S04°50'27"E, A DISTANCE OF 9.42 FEET TO THE POINT OF BEGINNING. SAID PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT CONTAINING 925 SQUARE FEET, MORE OR LESS.







# Exhibit B



## SPECIFIC PURPOSE SURVEY OF PROPOSED T-MOBILE LEASE AREA

DRAWING INFORMATION:		SITE INFORMATION:	
FIELD DATE:	02-24-2014	LAKE PARK MARINA	
DRAWN DATE:	12-10-2014	105 LAKE SHORE DRIVE	
CHECK DATE:	12-11-2014	LAKE PARK, FL 33404	
SEC - TWP - RGE:	21 - 49S - 43E	PROJECT NUMBER:	140779.02
		SURVEY	SHEET 2 OF 2

**THIS SURVEY IS NOT VALID OR COMPLETE WITHOUT SHEETS 1 & 2 BEING BOUND TOGETHER. SEE SHEET ONE FOR SURVEYORS SIGNATURE AND SEAL, SURVEYORS NOTES, DESCRIPTIONS, DETAIL OF LEASE COMPOUND AREA, LINE TABLE, LEGEND, AND VICINITY MAP.**

**T-Mobile**  
stick together.<sup>SM</sup>

1300 CONCORD TERRACE, SUITE 200  
SUNNYSIDE, FL 33523

NO.	DATE	DESCRIPTION

**CALTRIP**

13087 TELECOM PARKWAY  
TAMPA, FL 33613  
(813) 514-2880  
FLORIDA LICENSED BUSINESS 7901

Exhibit B

REV	DATE	DESCRIPTION
A	12/18/14	PRELIMINARY FOR PERMIT
0	1/14/15	
PROJECT NO.	14-1004.01	
DRAWN BY:	M. ABBEY	
CHECKED BY:		
<small>THIS DRAWING IS COPYRIGHTED AND IS THE PROPERTY OF THE DRAWING ENGINEER. IT IS PRODUCED SOLELY FOR USE BY THE CLIENT FOR THE PROJECT SPECIFICALLY IDENTIFIED ABOVE AND FOR THE INFORMATION CONTAINED IN AND/OR THE INFORMATION CONTAINED IN ANY INSTRUMENTS OF SERVICE. REPRODUCTION OR USE OF THIS DRAWING IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.</small>		

**CALTRIP Telecom**

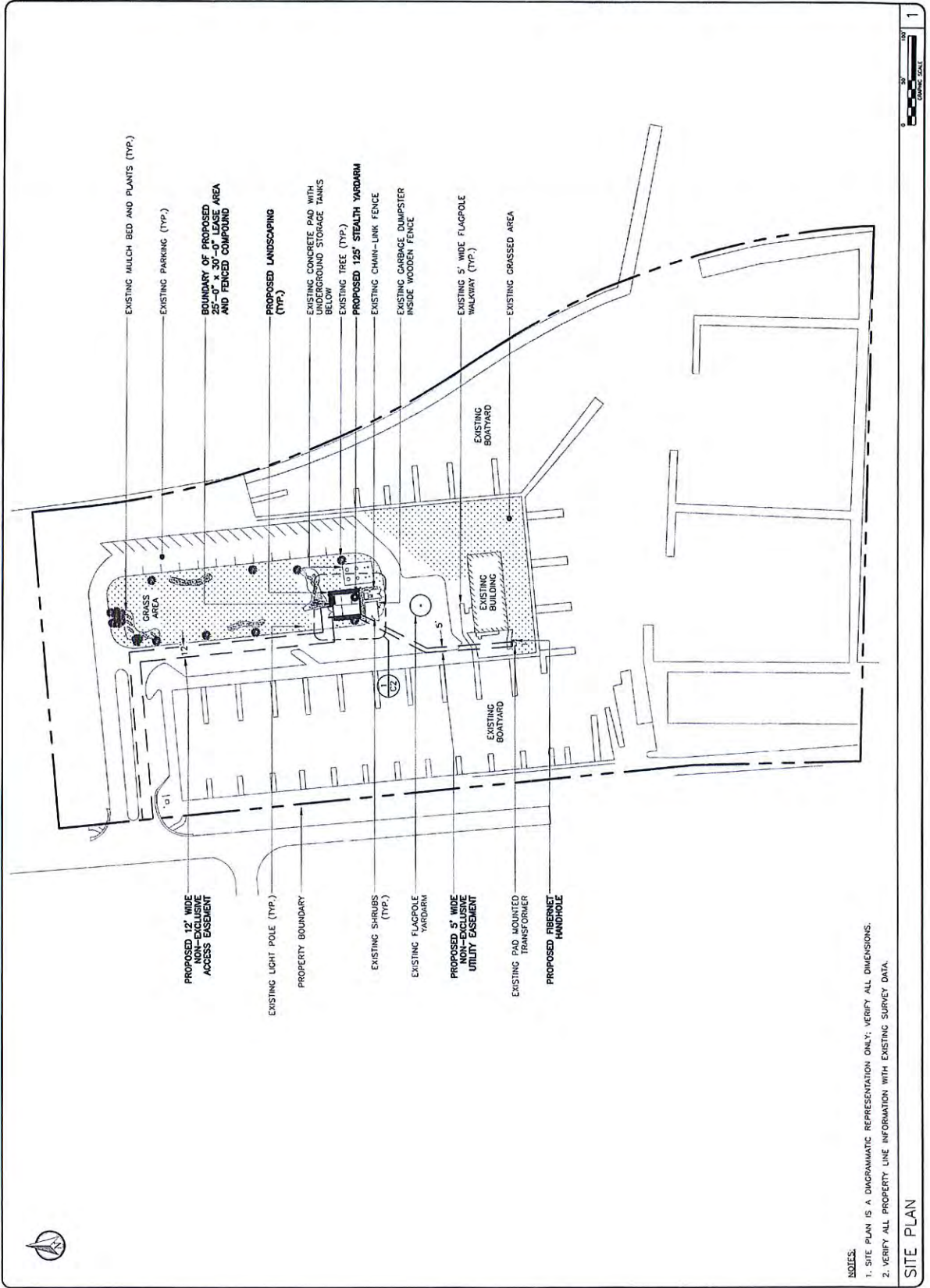
3409 UNIVERSITY DRIVE  
PALM BEACH, FL 33407  
CERTIFICATE OF AUTHORIZATION 27314

**RG TOWERS, LLC**

2141 ALTAMIRO AVE, SUITE 100  
PALM BEACH, FL 33477

MICHAEL A. PHILLIPS  
No. 68312  
\*  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER  
DATE OF SIGNATURE: 1/28/15

LAKE PARK MARINA	SHEET NAME
SFL13	SHEET NUMBER
103 LAKE SHORE DRIVE LAKE PARK, FL 33403	
SITE PLAN	
	C1



- NOTES:**
1. SITE PLAN IS A DIAGNOSTIC REPRESENTATION ONLY; VERIFY ALL DIMENSIONS.
  2. VERIFY ALL PROPERTY LINE INFORMATION WITH EXISTING SURVEY DATA.

SITE PLAN





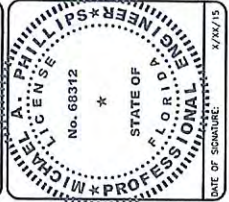
# Exhibit B

REV.	DATE	DESCRIPTION
0	1/14/15	FOR PERMIT

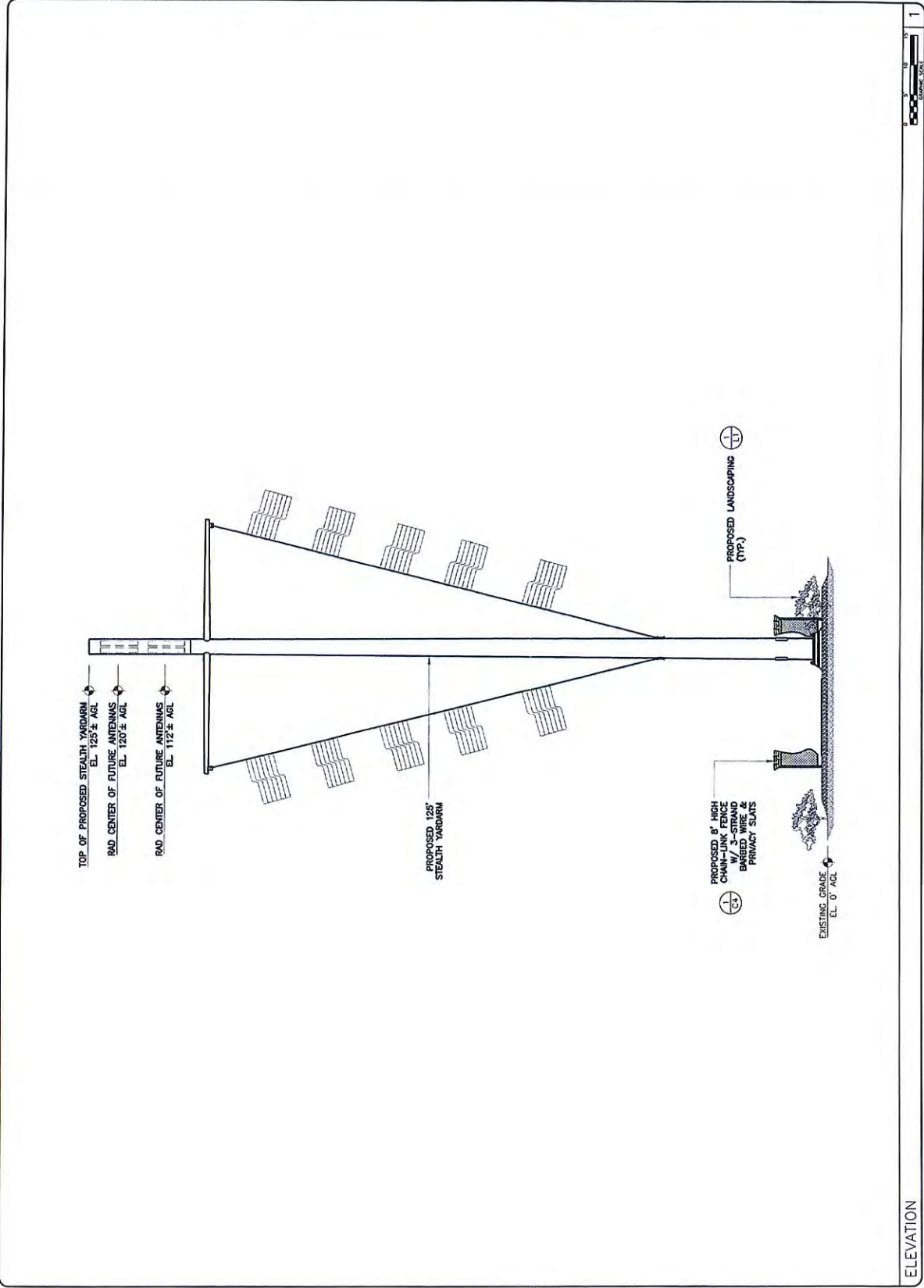
  

PROJECT NO.: 14-1004.01	CHECKED BY: M. BERRY
DRAWN BY: F. PARROD	

THIS DRAWING IS COPYRIGHTED AND IS PRODUCED SOLELY FOR USE BY THE ORIGINAL CLIENT. ANY REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



DATE OF SUBMITTAL: 1/28/15
LAKE PARK MARINA
SFL13
100 LAKE SHORE DRIVE LAKE PARK, FL 33403
SHEET NAME
ELEVATION
SHEET NUMBER C-3





Approved at  
April 2, 2014  
TC Meeting

**RESOLUTION NO. 10-04-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AND OPTION AGREEMENT WITH T-MOBILE USA, INC. FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to its proprietary functions and authority, the Town owns and operates a marine facility known as the Lake Park Harbor Marina (the Marina); and

**WHEREAS**, T-Mobile USA, Inc. (T-Mobile) has negotiated with the Town Manager a proposal to site, and perhaps construct a "stealth" cellular communications tower at the Marina; and

**WHEREAS**, the Town Manager has negotiated the terms of a Lease and Option Agreement with T-Mobile's responsibilities pertaining to the siting and possible construction of a cellular communications tower at the Marina; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into a Lease and Option Agreement with T-Mobile for the siting and construction of a cellular communications tower at the Marina.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Lease and Option Agreement with T-Mobile. A copy of the Lease and Option Agreement is attached hereto and incorporated herein as Exhibit "A".

**Section 3.** This Resolution shall be effective upon adoption.



Approved  
April 2, 2014

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between The Town of Lake Park, a municipal corporation of the State of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of two thousand nine hundred and fifty and no/100 dollars (\$2950.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of two thousand nine hundred and fifty and no/100 dollars (\$2950.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, and upon advance notice to Landlord, Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 105 Lake Shore Drive, Lake Park, Florida 33403, comprises approximately 500 square feet.

2. Term. Upon exercise of the Option, the initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a

written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

#### 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand nine hundred and fifty and no/100 dollars (\$2950.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

(c) Co-location- In the event that T-Mobile or its assignee enters into an agreement with any co-locators who will use any of the related facilities outlined in Section 5 below, T-Mobile will share with the Town 50% of the fees or rent paid to T-Mobile by the co-locator. T-Mobile agrees to provide the Town with an annual accounting of all revenues produced from any agreement with a co-locator.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, and shall exercise its best efforts to prevent its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Adding other communication facilities on the tower is not, in and of itself, considered interference. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

## 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence; such fence installation may only be constructed after obtaining the appropriate fencing permit from the Town's Building Department.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of optical fiber facilities and emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable and optical fiber facilities, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements").

The Easement granted pursuant to the terms of this Agreement to T-Mobile and any future assignee is granted only for the duration of this Agreement. The Easement shall terminate when

this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of the Easement.

In addition, any subordinate easements required by any other governmental or private entity shall also terminate when this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of any of the aforementioned subordinate easements.

T-Mobile and any future assignee shall indemnify the Town for any and all costs and/or attorney's fees the Town incurs in order to terminate the Easement and/or any subordinate easements.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

#### 8. Termination.

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any governmental approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a



purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

#### 11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat.



(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006

Attn: Lease Compliance/Site #6WP1273D

**If to Landlord:**

Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

Attn: Town Manager

**Send Rent payments to:**

Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

Attn: Finance Department

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord and Landlord's written approval, such approval shall not be unreasonably withheld.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may

be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant at tenants sole expense.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith at Tenant's sole expense.

(f) This Lease shall be governed by the laws of the State of Florida. In the event of any litigation venue shall lie in the 15th Judicial Circuit Court, in and for Palm Beach County, or if a federal claim in the United States District Court, Southern District of Florida.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either

party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

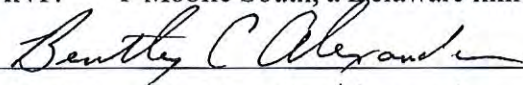
By: 

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

TENANT: T-Mobile South, a Delaware limited liability company

By: 

Printed Name: Bentley C Alexander

Title: Regional Vice President

Date: 9/17/14

WITNESSES:

Landlord, Town of Lake Park, a municipal corporation of the State of Florida

Dale S. Sugarman

Print Name: DALE S. SUGARMAN

Janet R. Miller

Print Name: Janet R. Miller

WITNESSES:

Tenant, T-Mobile South, a Delaware limited liability company

Alma R. Gomez

Print Name: Alma R. Gomez

Kimberly Dixon

Print Name: Kimberly Dixon



**EXHIBIT A**

**Legal Description**

The Property is legally described as follows:

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN  
BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT  
17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER  
BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899  
& NO 24018

**EXHIBIT B**

**The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:**

**[Enter Premises description here or on attachment(s).]**



EXHIBIT C

Memorandum of Lease

MEMORANDUM OF LEASE

Assessor's Parcel Number: 36434221000040010

Between The Town of Lake Park ("Landlord") and T-Mobile South LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between The Town of Lake Park, a municipal corporation of the state of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:


See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

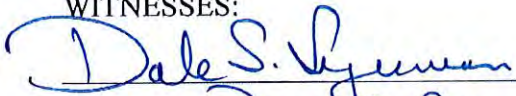
By: 

Printed Name: James DuBois

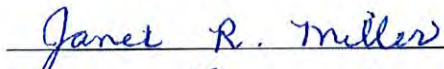
Title: Mayor

Date: June 4, 2014

WITNESSES:



Print Name: DALE S. SUGERMAN



Print Name: Janet R. Miller

TENANT: T-Mobile South, a Delaware limited liability company.

By: Bentley Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

WITNESSES:

Alma R. Gomez  
Print Name: Alma R. Gomez

Kimberly D. Smith  
Print Name: Kimberly D. Smith



[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Florida )

) ss.

COUNTY OF Palm Beach

This instrument was acknowledged before me on June 4, 2014 by James Dubois, [title] Mayor of the Town of Lake Park a Municipality [type of entity], on behalf of said the Town of Lake Park [name of entity].

Dated: June 4, 2014

Notary Public

*Vivian Mendez*  
Vivian Mendez

Print Name

My commission expires



(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Texas )

) ss.

COUNTY OF Collin )

I certify that I know or have satisfactory evidence that Bentley Alexander is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VPE Engineering of T-Mobile South LLC, a Delaware LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

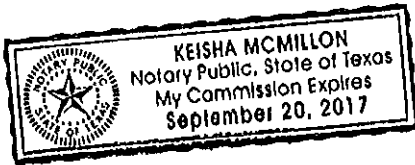
Dated: 9-17-14

Notary Public Keisha McMillon

Print Name Keisha McMillon

My commission expires 9-20-17

(Use this space for notary stamp/seal)



Memorandum of Lease Exhibit A

Legal Description

The Property is legally described as follows:

ADDENDUM TO SITE LEASE WITH OPTION

[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By: James DuBois

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

TENANT: T-Mobile South, a Delaware limited liability company.

By: Bentley C Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

WITNESSES: Town of Lake Park, a municipal corporation of the State of Florida

Dale S. Sugerman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

WITNESSES: T-Mobile South, a Delaware limited liability company

Alma R. Gamez

Print Name: ALMA R. GAMEZ

\_\_\_\_\_  
Print Name: \_\_\_\_\_

# TAB 5





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: March 4, 2015**

**Agenda Item No. 5**

**Agenda Title: Selecting a Date for the Volunteer Recognition Reception.**

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

**Approved by Town Manager** *Vivian Mendez* **Date:** 2/24/2015  
*Vivian Mendez*

**Vivian Mendez – Town Clerk**  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs: \$ To be determined</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;"><b>Facility Rental schedule</b></p>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>VM</i>  <b>Please initial one.</b>

**Summary Explanation/Background:** At the February 18, 2015 Regular Commission meeting, the Commission was provided with a few dates in the month of April to hold a volunteer recognition reception to be hosted at the Artist of Palm Beach County Art on Park Gallery. The proposed dates in April conflicted with the Commissioners' schedules, so staff was directed to speak with the Artist of Palm Beach County Vice-President John Palozzi to select additional date options in the month of May. Mr. Palozzi advised that the following dates in May are available:

Friday, May 1, 2015

Friday, May 8, 2015

Friday, May 15, 2015

The Commission offered to make a donation for the use of the facilities for this event. To determine the donation amount, the Commission requested the facility rental fee for the Mirror Ballroom (see attached) to use as a guide in determining the donation amount.

**Recommended Motion:** I move to select the date of \_\_\_\_\_ 2015 for the Volunteer Recognition Reception and the amount of \_\_\_\_\_ to be given as a donation to the Artists of Palm Beach County.

535 Park Avenue, Lake Park, FL 33403  
PH: (561) 881-3300 | FAX: (561) 881-3314  
EMAIL: [information@lakeparkflorida.gov](mailto:information@lakeparkflorida.gov)  
Hours of Operation: 8:30 a.m.-5:00 p.m.

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## Facility Rental

NOTE:

**ALL RENTAL INQUIRES ARE TO BE DIRECTED TO: 561-881-3300**

**RENTALS ARE SECURED BY APPOINTMENT ONLY.**

Town Hall, 3rd Floor Reception  
535 Park Avenue  
Lake Park, FL 33403

The Town of Lake Park has six facilities available for rental. [Click Here](#) to download the Facilities Rental Policies Handbook.

### GENERAL RENTAL FEES

#### **Mirror Ballroom - Historic Town Hall**

Maximum Capacity: 100 guests



Chairs and tables are included.

Rental Fee: Resident: \$70/hr\* + \$30/hr staff fee = \$100/hr  
Non-Resident: \$100/hr\* + \$30/hr staff fee = \$130/hr  
Set-up/Breakdown Fee: \$30/hr\* + \$30/hr staff fee = \$60/hr  
Plus 6% Tax

Deposit: \$250 Non-refundable if cancelled.

#### **Lake Shore Park Indoor Pavilion Rental**



Optional Parking Passes available for an additional fee.

Chairs and tables are included.

Maximum Capacity: 40 guests

Resident Fee: \$60/hr\* + \$30/hr staff fee = \$90/hr  
Non-Resident Fee: \$90/hr\* + \$30/hr staff fee = \$120/hr  
Set-up/Breakdown Fee \$30/hr\* + \$30/hr staff fee = \$60/hr

Plus 6% Tax

Deposit: \$200 Non-refundable if cancelled.

#### **Kelsey Park Blakely Commons Gazebo Rental**



(Ceremonies only)  
Resident Fee: \$45/hr Plus 6%Tax

### Newsletter Signup

Email: \*

[Signup](#)

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[Recreational Activities](#)

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### Picture Gallery



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# TAB 6





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: March 4, 2015**

**Agenda Item No. 6**

**Agenda Title: Waiving of Parking/Meter Fees for the Easter Egg Hunt on April 4, 2015 and Closing the Curb Lane to be used for Parking on Park Avenue**

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

**Approved by Town Manager** *Kathleen Carroll Walters* **Date:** *2/25/2015*  
*Vivian Mendez*

**Kathleen Carroll Walters, Recreation Manager**  
**Vivian Mendez, Town Clerk/Deputy Town Manager**  
 Name/Title

<b>Originating Department:</b>  Parks & Recreation Department	Costs: \$ 500.00 Funding Source: Promotional Acct. # 600-48056 <input checked="" type="checkbox"/> Finance <u><i>BXR</i></u>	<b>Attachments:</b>  <ul style="list-style-type: none"> <li>Easter Egg Hunt Flyer</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <b>KCW</b>  <b>Please initial one.</b>

**Summary Explanation/Background:**

The Easter Egg Hunt is an annual Town event held in Kelsey Park. Town sponsored community events usually have all parking meter fees waived around the park. Staff is recommending that all parking meter fees be waived around Kelsey and Lake Shore Parks from 8:00 a.m. to 1:00 p.m. on Saturday, April 4, 2015. Staff is also requesting that the curb lanes on Park Avenue be blocked to serve as additional parking from 8:00 a.m. to 1:00 p.m.

**Recommended Motion:**

I move to waive parking/meter fees for the Easter Egg Hunt on April 4, 2015 from 8 a.m. to 1 p.m. and to block the curb lanes on Park Avenue to serve as additional parking.





**OUR BIGGEST EVER!**  
**EASTER EGG HUNT**

**WITH OVER 5,000 EGGS!**



**SATURDAY, APRIL 4TH**

**9:00 A.M.—11:00 A.M.**

**KELSEY PARK**

(Corner of U.S. 1 and Foresteria Drive)

The Easter Bunny will be hopping by to join us  
so don't forget your cameras for

**Pictures with the Easter Bunny!**

Children, don't forget to bring your Easter Baskets!

Ages: 2—10 yrs with **PRIZES** for each category!

**GAMES, CRAFTS AND ACTIVITIES FOR THE CHILDREN!**

**There will be refreshments available for sale!**



**Lake Park Baptist School**  
Strong Roots ♦ New Growth



**BRIDGES  
of LAKE PARK**  
Connecting Families, Strengthening Communities  
a member of (Children) Service Council



**Town of Lake Park**  
**Parks & Recreation Department ~ 561-881-3338**

# TAB 7





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: March 4, 2015**

**Agenda Item No. 7**

**Agenda Title: Update on the Town Manager Selection Process**

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

**Approved by Town Manager:** *Paula McKelvey Spivey* **Date:** 2/25/2015  
*Inter Town Manager*

**Name/Title**

<b>Originating Department:</b> <b>Town Manager</b>	<b>Costs: \$ -0-</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;">None</p>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or <b>Not applicable in this case: BMT</b>  <b>Please initial one.</b>

**Summary Explanation/Background:**

At the February 18, 2015 meeting, the following five finalists were chosen by the Commission for the position of Town Manager:

- Lyndon L. Bonner, of Flagler Beach, Florida
- John O. D'Agostino, of Mansfield, Massachusetts
- James D. Drumm, of Zephyrhills, Florida
- Gregory L. Dunham, of Kenly, North Carolina
- Robert Kellogg, of Palm City, Florida

The above finalists were contacted by staff immediately following the February 18, 2015 meeting to advise them of their selection as finalists.

Staff has commenced the full criminal background checks, degree verifications, credit checks, media checks, litigation checks, and telephone reference checks on the above finalists. Pursuant to the verbal report provided by staff at the February 18, 2015 meeting, staff will report on the outcome of such actions at the March 18, 2015 Commission meeting.

**Recommended Motion:** There is no action requested at this time as the purpose of this agenda item is an update only.