



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 15, 2014, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

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

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

1. Regular Commission Meeting Minutes of December 18, 2013 Tab 1
2. Approval of the Delinquency Settlement of Lake Park Harbor Marina – Unpaid Dockage Fees Owned by John LeBeau of North Palm Beach, Florida Tab 2
3. Approve the Warranty Engine Rebuild on Public Works Commercial Front load Sanitation Vehicle (2009, Autocar WX Expedito) Tab 3

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

4. Ordinance No. 01-2014 An Ordinance Proposing Modifications to Section 78-251 (C)(2) and 78-251 (E) of the Town Code Providing for an Administrative Approval Process for Nonconforming Parcels Proposing Site Modifications that Do Not Meet the Definition of a Substantial Modification. Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-251 OF THE TOWN'S CODE OF ORDINANCES TO MODIFY LANDSCAPING STANDARDS PERTAINING TO NONCONFORMING PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

H. NEW BUSINESS:

5. Approving the Hiring of Gomez Barker Associates, Inc. as the Town's External Lobbyist for the 2014 Legislative Session in Tallahassee Tab 5
6. Resolution No. 01-01-14 Authorizing the Mayor to Execute an Agreement for Hosting Trawler Fest at the Lake Park Harbor Marina February 26, 2014 through March 3, 2014. Tab 6

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 5, 2014

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2013

Agenda Item No.

Agenda Title: Regular Commission Meeting Minutes of December 18, 2013

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

Approved by Town Manager _____ *[Signature]* **Date:** 12/27/13

Shari Canada, CMC, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E" Exhibit "F"
Advertised: 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>SC</i> Please initial one.

Summary Explanation/Background:

Recommended Motion: To approve the Regular Commission meeting minutes of December 18, 2013.



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535 Park Avenue

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Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
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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 December 4, 2013 Tab 1

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:
2. Ordinance No. 16-2013 Staff Initiated Request to Provide More Flexibility to the Special Event Signage Requirements in Section 70-103 (3)(E) of the Town of Lake Park Code Tab 2

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e) OF CHAPTER 70, ARTICLE IV, AUTHORIZING THE PLACEMENT OF TEMPORARY SIGNS FOR COMMERCIAL SPECIAL EVENTS; PROVIDING FOR THE NUMBER OF TEMPORARY SIGNS AND THE DURATION OF THEIR PLACEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Ordinance No. 17-2013 Staff Initiated Request to Update the Capital Improvement Schedule in the Town’s Comprehensive Plan Capital Improvement Element. Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

H. PUBLIC HEARING/QUASI-JUDICIAL HEARING:
4. Resolution No. 48-12-13 An Application by H&L Planning & Development Services as agent for Waterfront Services Inc. to Amend Resolution 13-06-13, to Revise the Previously Approved Site Plan To Reconfigure the Onsite Parking and to Eliminate the Condition Requiring a Cross Access Easement Tab 4

I. NEW BUSINESS:
5. Approval of the Rental of a Residential Sanitation Vehicle Tab 5

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
6. Confirmation of Approval of Purchase Order Extension Tab 6

K. ADJOURNMENT
Next Scheduled Regular Commission Meeting will be held on Wednesday, January 15, 2014



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, December 18, 2013, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 18, 2013 at 6:33 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATIONS/REPORTS

None

PUBLIC COMMENT:

None

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of December 4, 2013

Motion: A motion was made by Commissioner O'Rourke to approve the Consent Agenda; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON SECOND READING:

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103(3)(e) OF CHAPTER 70,

ARTICLE IV, AUTHORIZING THE PLACEMENT OF TEMPORARY SIGNS FOR COMMERCIAL SPECIAL EVENTS; PROVIDING FOR THE NUMBER OF TEMPORARY SIGNS AND THE DURATION OF THEIR PLACEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

Vote on Motion:

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

Motion passed 5-0.

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

3. Ordinance No. 17-2013 Staff Initiated Request to Update the Capital Improvement Schedule in the Town’s Comprehensive Plan Capital Improvement Element.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor DuBois stated that under New Business on this agenda is an item regarding Sanitation trucks and asked if the item on the Capital Improvement Schedule covering equipment has funds budgeted.

Town Manager Sugerman explained that on page two of the schedule (Exhibit “B”) has the Vehicle Replacement Plan and that the budget for fiscal year 2013/2014 has no funds budgeted however fiscal years 2014/2015 has \$144,000, 2015/2016 has \$252,000, 2016/2017 has \$753,000 and 2017/2018 has \$93,000.

Mayor DuBois asked if staggered replacement of the equipment can be handled as described later in the agenda given that three (3) vehicles are in need of service.

Town Manager Sugerman stated that as of December 18, 2014 and total of four (4) vehicles are in need of repair. He explained that the Capital Improvement Schedule is not the actual detailed plan of what vehicles are going to be replaced at what time and at what cost that is yet to come. The Capital Improvement Schedule is more of a global announcing to the public the order of magnitude of dollars the Town is going to be spending over the next five (5) years.

Mayor DuBois asked if the funds in the Capital Improvement Schedule are enough to replace vehicles periodically.

Town Manager Sugerman stated “yes” and stated that Capital Improvement Schedule as contained within the Comprehensive Plan Capital Improvement Element is not the operating plan for vehicle replacement timing. The Capital Improvement Plan is just an order of magnitude of funds that might be necessary to satisfy notice to the public that the Town does anticipate substantial expenditures. He stated that the staggering of the vehicles being replaced is an operational activity that will be brought to the Commission under a separate cover and would not be included in the Capital Improvement Element of the Comprehensive Plan.

Mayor DuBois asked if the magnitude of expenditures in the Capital Improvement Schedule is accurate.

Town Manager Sugerman explained that the magnitude of expenditures will change from time to time and that is why the Capital Improvement Schedule is reviewed annually. He stated that it is likely that the details for vehicle replacement will be brought to the Commission as part of the budget.

Mayor DuBois stated that staff and the Commission review the budget more than once a year.

Town Manager Sugerman stated “yes” and in much greater detail than what is in the Capital Improvement Schedule.

Mayor DuBois asked what is the age of the vehicle that went down today and what is the age of the fleet.

Public Works Director David Hunt stated that Public Works has twelve (12) front line vehicles for collecting garbage, trash and recycling. Seven (7) of these vehicles are between the ages of seven (7) and nine (9) years old and are getting to a critical age in their replacement schedule. He stated that there are several options to address these issues rather than straight replacement such as refurbishment. He stated that the Town is at the point of embarking on an aggressive replacement schedule and that in the three and one half years not one (1) piece of major equipment has been purchased. However, the debt service has been paid down during this time. He stated that the last time vehicles were

purchased many were purchased in a short time frame. He suggested that the Town going to a standardized replacement schedule.

Mayor DuBois asked if the \$144,000 for vehicle replacements for fiscal year 2014/2015 is enough to cover the first year.

Town Manager Sugerman stated that he does not know and that \$144,000 is the planning number.

Mayor DuBois asked about the sidewalks at Park Avenue and Florida East Coast (FEC) Railroad crossing. He stated that the All Aboard Florida program is going to commence with assessments of safety improvements across Palm Beach County in April of 2014 to bring the crossing to a safety grade to accommodate the trains. He stated that during the assessment period the Town should get a good idea of the intended improvements for the Park Avenue and FEC crossing and other crossings. He stated that it would be an opportunity to “roll in” any sidewalk improvements at Park Avenue. He thinks it would be a good idea to at least start planning how the sidewalks might look. He stated that there is not a sidewalk crossing at Park Avenue and the FEC rail tracks. He asked if the Capital Improvement Schedule be the appropriate place to add funds for the planning for the improvement of these sidewalks.

Town Manager Sugerman stated that on the second page of the schedule there is an item “Park Avenue Improvements from 7th Street to 10th Street” that can be modified to “Park Avenue Improvements from 7th Street through and including the FEC railroad crossing”. This could include not just the railroad crossing but a comprehensive look at Park Avenue from 7th Street through the railroad crossing and funding can be added.

Mayor DuBois stated that it could make the Town eligible for grants if they become available. He suggested adding in funding of \$25,000 in each year starting with fiscal year 2013/2014. He stated that there might be an opportunity to include these improvements in what Florida East Coast Industries (FEI) would be doing at the crossing thereby reducing mobilization and other costs.

Motion: A motion was made by Vice-Mayor Glas-Castro to approve Ordinance 17-2013 with modification to the Five-Year Capital Improvement Schedule pertaining to Park Avenue Improvements from 7th Street through and including the FEC railroad intersection and that the 2013/2014 funding column be \$25,000 and the subsequent funding column have \$325,000 on Second Reading; Commissioner O’Rourke made the second.

Vote on Motion:

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

Motion passed 5-0.

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

PUBLIC HEARING/QUASI-JUDICIAL HEARING:

4. Resolution No. 48-12-13 An Application by H&L Planning & Development Services as agent for Waterfront Services Inc. to Amend Resolution 13-06-13, to Revise the Previously Approved Site Plan To Reconfigure the Onsite Parking and to Eliminate the Condition Requiring a Cross Access Easement

Attorney Baird asked the Mayor and Commissioners if they have had ex-parte communication regarding this item.

Vice-Mayor Glas-Castro stated that she spoke with Town staff.

Mayor DuBois stated that he was in attendance at the two (2) Planning and Zoning Board meetings at which this item was heard and that before and after said meetings he spoke with the applicant.

Commissioners Flaherty, O'Rourke, and Rapoza had no ex-parte communications regarding this item.

Attorney Baird swore in the applicant, staff and all person(s) that would be testifying during this public hearing.

Town Manager Sugerman and Nadia DiTommaso, Community Development Director, explained the item (see attached Exhibit "C").

Community Development Director DiTommaso stated that staff recommends that the Town Commission make a motion to approve Resolution 48-12-13 subject to two conditions: (1) The owner shall develop the property consistent with the Site and Landscape Plan referenced as sheet SP-1 prepared by Litterick Landscape Architecture, signed and sealed 12-05-2013 and received by the Community Development Department on 12-05-2013 and (2) The owner shall incorporate identification signs reading "Customer Parking" in the customer parking spaces.

James Hackett, H&L Planning & Development Services as agent for Waterfront Services Inc., stated that they have exhausted time and money attempting to get the cross access agreements and have been unable to obtain them. He explained that an application was submitted to the Town to amend the site plan and to relocate the parking spaces.

Commissioner O'Rourke asked about trying to use the triangular area with grass as the access point for the property.

Mr. Hackett stated that it was discussed with staff and explained that using that area for access would remove the required landscaping to the front of the property and that it does not provide enough additional feet to provide full access to property and access to the south side of the building.

Mayor DuBois asked if the roadway to the west of the property is an FEC right of way or FEC owned property and if so does the public have the right to use it.

David Hunt, Public Works Director, stated that according to the Town's maintenance plans the Town maintains that paved strip immediately to the west of the applicant's property. He stated that it is his understanding that the grass area is the beginning of the FEC right of way.

Mayor DuBois asked if it would be beneficial to have access to the rear of the property and stated that all it would take would be to put in a gate.

Mr. Hackett stated that when the application was originally submitted there were gates to access the rear and because it is an easement they had to get FEC's approval in order to put direct access on it so the gates were removed from the plan. He stated that whether that is FEC property or not it can be evaluated again.

Mayor DuBois thinks it would be beneficial to have access for public safety units in through the rear not only the day-to-day use by the property owner.

Mr. Hackett stated that the applicant would like to access this property and would install a gate. He explained that it would need to be researched further.

Mayor DuBois suggested that a gate for access to the rear of property be included in the site plan. He asked if the cross-hatching for the pedestrian access between the buildings meant to be a condition of approval as part of the Planning and Zoning Board recommendations.

Community Development Director DiTommaso stated "yes" and that was made a condition of the Planning and Zoning Board. She explained that it is the paved marking area from the handicap accessible parking space to the concrete ramp on the south side of the building. She stated that instead of adding it as a condition of approval the applicant modified the plan thereby approving the plan the Commission would be approving the markings as indicated on the plan.

Mayor DuBois asked if the applicant had considered a parallel operating power gate on the east side of the property instead of a hinged gate as depicted on the plan. He stated that it would require staff to open and close the gate all day long.

Mr. Hackett stated that the intention is to leave the gate open during the day given the amount of activity but could go back to the applicant regarding the exact type of gate.

Public Comment:

Mayor DuBois opened public comment on this item.

None

Mayor DuBois closed public comment.

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 48-12-13 with the addition of the following condition prior to issuance of the first development permit, if permitted access, the applicant shall revise the site plan to indicate the area on the property which could serve as ingress and egress to the property from the west; Commissioner Flaherty made the second.

Vice-Mayor Glas-Castro stated that while the applicant has accomplished legal access to the property they have not addressed physical access. She stated that there is no perimeter buffer to the north and south of the property and there are still physical connections through asphalt that could be driven through from the north or south. She stated that what the Commission discussed both during visioning and the development of cross-access, shared-access and shared parking was parcel by parcel encouraging cross-access agreements that the applicant would dedicate easements on their property so that in the future as everyone dedicates a public easement on their property the easements would match up and create cross-access through all the properties. She stated that this item is lacking a condition that requires the applicant to dedicate an access easement.

Mayor DuBois stated that he concurs with Vice-Mayor Glas-Castro.

Attorney Baird stated that an additional condition would be required. He suggested the following condition: "Prior to issuance of the first development permit the applicant shall revise the site plan to indicate the areas on its property that will be dedicated to provide for cross-access easements to its property lines with the adjacent properties north and south". He explained that this condition would require the applicant to revise the site plan to indicate the area where the adjacent property owners to the north and south could have cross-access. So that when those property owners come in for site plan approval the Commission would attach a condition of approval that would require them to match the access easements.

Vice-Mayor Glas-Castro stated that Seacoast National Bank now owns the property to the south and therefore the property might come in sooner for site plan approval.

Commissioner O'Rourke withdrew his motion.

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 48-12-13 with the addition of the following conditions: (1) Prior to issuance of the first development permit, if permitted access, the applicant shall revise the site plan to indicate the area on the property which could serve as ingress and egress to the property from the west and (2) Prior to issuance of the first development permit the applicant shall revise the site plan to indicate the areas on its property that will be dedicated to provide for cross-access easements to its property lines with the adjacent properties north and south; Commissioner Flaherty made the second.

Commissioner O'Rourke asked the applicant if he understood the condition related to the dedication of an access easement.

Mr. Hackett stated "yes" and that the applicant agrees to dedicate area on their site for an access easement.

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.

NEW BUSINESS:

5. Approval of the Rental of a Residential Sanitation Vehicle

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

Commissioner O'Rourke asked if the spending authority of the Town Manager is \$5,000 without coming to the Commission for approval.

Town Manager Sugerman stated that his upper limit is \$5,000.

Commissioner O'Rourke asked if there is any delay in implementing the repairs and renting the equipment because of the Town Manager's spending limitation.

Town Manager Sugerman stated "yes" because the amount of the rental exceeds his spending authority authorization was delayed until the Commission could approve it.

Commissioner Flaherty asked if the one (1) month is going to be enough time to make the repairs.

Public Works Director David Hunt stated "yes" and that staff believes that three (3) of the vehicles can be repaired in a one (1) month time frame.

Commissioner Rapoza asked what the cost is of the temporary employees and was there no one else available within the current staff to perform these functions.

Public Works Director Hunt stated that the Public Works Department is currently down two (2) employees. He stated that the purpose of going to a side-loading truck was to eliminate the number of personnel as they require only one (1) operator. He stated that the rear load truck requires two (2) persons plus a driver. He stated that a local employment agency was used and cost approximately \$280 per day.

Commissioner Rapoza asked if this employment agency has been used in the past.

Director Hunt stated "yes".

Commissioner Rapoza asked if hiring temporary workers was the most cost effective manner and how long will the temporary employees be used.

Director Hunt stated that the use of temporary employees was the only option at the time and does not think he will need to use the temporary employees once the rental truck is being used.

Commissioner Rapoza asked for the estimated time for the repairs.

Director Hunt stated that the refurbishment of the grabber arm should take two (2) weeks and the other two repairs would take an estimated week to ten (10) days each.

Motion: A motion was made by Commissioner O'Rourke to approve the rental of a Residential Sanitation Vehicle; Commissioner Rapoza made the second.

Vote on Motion:

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

Motion passed 5-0.

Public Comment:

Sue-Ellen Mosler, 700-748 Park Avenue, provided the Commission with an update to the parking situation at 700-748 Park Avenue (see attached Exhibit "E"). She explained the issues and stated that in July 2013 a permit was issued for the temporary restriping of the 700-748 Park Avenue parking lot and this re-striping cost her approximately \$20,000. She stated that the permit for the temporary restriping will expire on January 1, 2014 and that the cost to reconfigure the parking lot would cost approximately \$30,000. She stated that after monitoring the parking it seems to be working well and she has received no complaints regarding the parking from the tenants or customers. She requested that the Commission authorize that the parking be kept in the current configuration.

Mayor DuBois stated that the expiration of the temporary permit is in a few weeks.

Ms. Mosler stated "yes" and explained that she has been working with engineers to change the parking configuration but did not understand why she needed to change it if the temporary configuration was working. She stated that if the Park Avenue BBQ building at 754 Park Avenue were to be sold the new owners might be willing to enter into a cross-access and cross-parking agreement. She stated the if she does move ahead with the changes to the parking lot she would make them as permanent as possible and there would no longer be cross-parking access.

Mayor DuBois asked what needs to be done to make temporary parking permanent.

Town Manager Sugerman stated that he does not know the answer to the question.

Commissioner O'Rourke asked if a temporary extension would be granted to provide an opportunity for staff and Ms. Mosler to work together.

Town Manager Sugerman stated that may be a question best directed to the Town Attorney. He suggested that if Ms. Mosler request, which is the first time the Town is hearing, would be acceptable as an intent of the Commission thus allowing for staff to behave in such a way to be its best to meet that intent. He stated that he is participating in discussions and negotiations with a prospective buyer for the property located at 754 Park Avenue. He stated that the Town may not want to put Ms. Mosler in a situation that she would have to spend money she does not have to but he is unwilling to make commitments tonight because he does not have enough information at this time.

Attorney Baird thinks that the Commission has the authority to authorize staff to extend the temporary permit and suggested that it be extended to a date certain no later than the next Commission meeting so that if necessary the Commission can extend it further or make it permanent or some other solution.

Mayor DuBois asked if there is room on the next meeting agenda.

Town Manager Sugerman stated that the next meeting agenda has been kept intentionally light because that is the meeting when the Federal Highway Corridor Workshop will be immediately following that meeting. He stated that he does not see any harm in allowing the extension to run through the end of February and that from a staff perspective the temporary parking is working.

Commissioner O'Rourke suggested to extend the permit to the first meeting in March to allow some of the other items that have been discussed including the possible sale of the property to move forward and to ensure that staff can look at this issue in more detail.

Mayor DuBois asked if an extension can be approved administratively.

Town Manager Sugerman stated that Attorney Baird has suggested that the extension should be a legislative directive to allow the staff to extend the temporary permit.

Ms. Mosler asked what would she do then if the permit is extended.

Town Manager Sugerman stated that in the mean time do nothing and to contact Nadia DiTommaso, Community Development Director, to schedule a meeting.

Motion: A motion was made by Commissioner O'Rourke to extend permit 13-000281 to the Commission meeting of March 5, 2014; Vice-Mayor Glas-Castro made the second.

Vote on Motion:

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

Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird wished everyone a Merry Christmas.

Town Manager Sugerman:

6. Confirmation of Approval of Purchase Order Extension

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

Motion: A motion was made by Commissioner O’Rourke to approve retroactively the extension of Purchase Order 55377; Commissioner Rapoza made the second.

Commissioner O’Rourke stated that again this is an issue with the Town Manager’s spending authority being capped at \$5,000 and asked that the issue be brought up for Commission discussion at a future date as an agenda item.

Mayor DuBois asked if it could be brought up during Commissioner Comments to increase the Town Manager’s spending authority from \$5,000 to \$10,000.

Town Manager Sugerman stated that it is an Ordinance and would require two (2) readings.

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 Manager Sugerman stated that Mayor DuBois has been appointed to a full-time permanent seat on the Treasure Coast Regional Planning Council as a representative of the Palm Beach County League of Cities. He stated that the next Sunset Celebration will be called the New Year’s Sunset Celebration and will be held on Friday, December 27, 2013 from 5:00 pm to 8:00 pm. He stated that there will be champagne and wine giveaway, live band, food and full cash bar and artist displays.

Commissioner Rapoza wished everyone Happy Holidays.

Commissioner O’Rourke wished everyone a Merry Christmas and a Happy New Year.

Commissioner Flaherty thanked staff for including the recommendations from the Planning and Zoning Board in the Commission agenda packet and thanked the members of the Planning and Zoning Board for stepping up and becoming members. He stated that there are several openings on various Boards and Committees. He stated that the Planning and Zoning Board is looking for a second alternate, the CRA is looking for a business owner or resident within the CRA to become a member, and second alternate for the Library Board. He stated that the Library is closing at 4:00 pm on December 24, 2013. He stated that on December 25, 2013 Town Hall, Library, and Public Works will be closed in observance of Christmas. He wished everyone a Happy New Year and a Merry Christmas.

Vice-Mayor Glas-Castro wished everyone a Merry Christmas.

Mayor DuBois stated that the Citizen On Patrol (COP) is in need of volunteers. He asked for an update on 801 Park Avenue.

Town Manager Sugerman stated that there is no change in status since his last report. He stated that there are new owners and staff has met with the new owners to talk about permitting, site plan, and the application process. He stated that there has been no submission of an application.

Mayor DuBois thanked everyone who worked on the Tree Lighting Ceremony and thanked Vice-Mayor Glas-Castro for being the "MC" for the event.

Commissioner Rapoza thanked her husband Captain Rapoza for his assistance during the Tree Lighting Ceremony.

Mayor DuBois thanked Palm Beach County Sheriff's Office Deputy Sherry Baker for providing the "Fill-In the Gap" event this year. He thanked Kathleen Carroll, Recreation Director, for her assistance with the event. He thanked Veterans of Foreign Wars (VFW) Commander Briley for his assistance on the event. He thanked all the sponsors for the Tree Lighting and "Fill-In the Gap" events. He provided an update on the activities of the Treasure Coast Regional Planning Council and the Tri-Coastal Link. He wished everyone a Merry Christmas and Happy New Year.

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 8:00 p.m.

Mayor James DuBois

Deputy Town Clerk, Shari Canada, CMC

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. Tab 2

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

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on 2nd Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 12/5/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Funding Source: Town Clerk, Acct: #106-48100), Attachments (Ordinance 162013), Advertised (Date: 12-8-2013, Paper: Palm Beach Post), and Yes I have notified everyone (ND or Not applicable).

Summary Explanation/Background:

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

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

Staff is proposing the following modifications, as underlined below:

Section 70-103(3)(e)

(e)

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

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

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

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

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 16-2013 on second reading.

Exhibit "B"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. Tab 3

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

- Special presentation/reports, Board appointment, Public hearing ordinance on 2nd reading, New business, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 12/5/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Ad, Funding Source: Town Clerk, Acct: #106-48100), Attachments (Ordinance 12-2013), Advertised (Date: 12-8-2013, Paper: Palm Beach Post), and a notification section.

Summary Explanation/Background:

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

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

Staff is proposing the following update to the CIS:

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

1. Amend Policy 1.11 as follows:

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

**TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE¹
2014-2018**

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

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

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

Project Category Codes

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

**TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL
IMPROVEMENTS 2014-20168**

Funding Source	11/12	12/13	13/14	14/15	15/16	16/17	17/18
General Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Stormwater Utility Assessment	\$0	\$405,000	\$441,000	\$608,000 \$373,000	\$388,000 \$409,000	\$576,000	\$356,000
Grants	\$738,000	\$6,318,000	\$7,318,000 \$480,000	\$7,118,000 \$2,600,000	\$3,843,000 \$1,975,000	\$1,775,000	\$1,775,000
Sanitation Fund	\$0	\$48,000	\$84,000	\$251,000 \$48,000	\$31,000 \$84,000	\$251,000	\$31,000
Special Assessment			0	\$300,000	\$300,000	\$300,000	\$300,000
CRA Funding			0	\$75,000	\$75,000	\$75,000	\$75,000
Total	\$738,000	\$6,819,000	\$7,927,480,000	\$8,228,444,000	\$4,293,927,000	\$3,228,000	\$2,568,000

Recommended Motion: I MOVE TO ADOPT ORDINANCE NO. 17-2013 on second reading.

Exhibit 11C10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. Tab 4

Agenda Title: AN APPLICATION BY H&L PLANNING AND DEVELOPMENT SERVICES AS AGENT FOR WATERFRONT SERVICES INC. TO AMEND RESOLUTION 13-06-13, TO REVISE THE PREVIOUSLY APPROVED SITE PLAN TO RECONFIGURE THE ONSITE PARKING AND TO ELIMINATE THE CONDITION REQUIRING A CROSS ACCESS EASEMENT.

- Special presentation/reports, Board appointment, Public hearing ordinance on reading, New business - resolution - public hearing/quasi-judicial, Other, Consent agenda, Old business.

Approved by Town Manager [Signature] Date: 12/9/13

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$750 plus required advertisement(s) and certified mail), Attachments (Staff Report, Resolution, Legal Ad, etc.), Advertised (Date: 11-21-2013), and notification status.

Summary Explanation/Background: PLEASE REFER TO THE STAFF REPORT.

Recommended Motion: I MOVE TO APPROVE RESOLUTION 12-13 WITH THE CONDITIONS OF APPROVAL PROPOSED BY STAFF.



**TOWN LAKE OF PARK
TOWN COMMISSION
Meeting Date: December 18, 2013**

**AN APPLICATION BY H&L PLANNING AND DEVELOPMENT SERVICES AS
AGENT FOR WATERFRONT SERVICES INC. TO AMEND RESOLUTION
13-06-13, TO REVISE THE PREVIOUSLY APPROVED SITE PLAN TO
RECONFIGURE THE ONSITE PARKING AND TO ELIMINATE THE
CONDITION REQUIRING A CROSS ACCESS EASEMENT**

BACKGROUND:

Applicant(s): H&L Planning and Development Consultants
Owner(s): PO LLC
Address/Location: 900 10th St.
Net Acreage: 0.70 acres
Legal Description: CITY SQUARE SLY 115.77 FT OF NLY 277 FT OF ELY 174 FT &
SLY 102.86 FT OF NLY 231.86 FT OF WLY 81.20 FT
Existing Zoning: C-2
Future Land Use: COMMERCIAL

Adjacent Zoning District

North: Commercial -2 (C-2)
South: Commercial -2 (C-2)
East: Commercial-1 (C-1)
West: Commercial-4 (C-4) & Campus Light Industrial/Commercial (CLIC)
(FEC Railway)

Adjacent Existing Land Use Designation

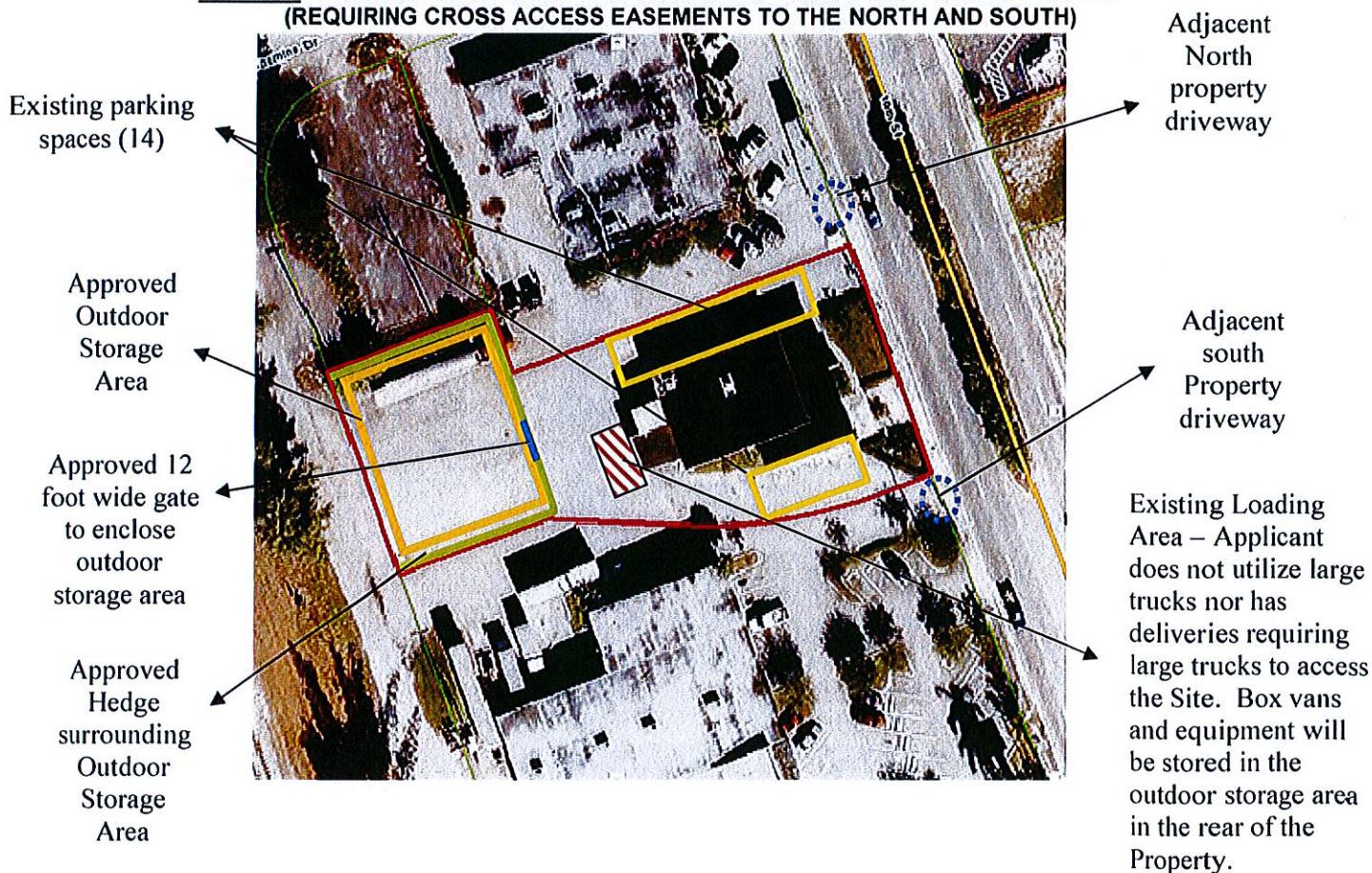
North: Commercial
South: Commercial
East: Commercial
West: Commercial Light Industrial

Background

In June of 2013, the Town Commission approved Resolution 13-06-13 (the "Development Order"), authorizing the Special Exception Use of "building supplies/retail/storage warehouse (the "Application") to be located at 900 10th Street (the "Property"). The application for the Special Exception Use was submitted by H&L Planning and Development Consultants as the authorized agent for Waterfront Services Incorporated (the "Applicant"). The Commission's approval of the Development Order authorized the Applicant to relocate its pool contracting company to the Property. The Property is located in the C-2 Zoning District which permitted the Applicant's proposed uses as special exceptions.

As part of the original Application, the Applicant proposed seven (7) parking spaces on both the north and south sides of the existing building. This design relied upon the use of neighboring driveways to access these parking spaces. In order to implement this design, the Development Order imposed a condition which required the Applicant to enter into Cross Access Easement Agreements with the neighboring property owners to the north and south. However, the neighboring property owners have not been willing to enter into these Cross Access Easements. As a result, the Applicant has not been able to develop the Property pursuant to the approved Development Order.

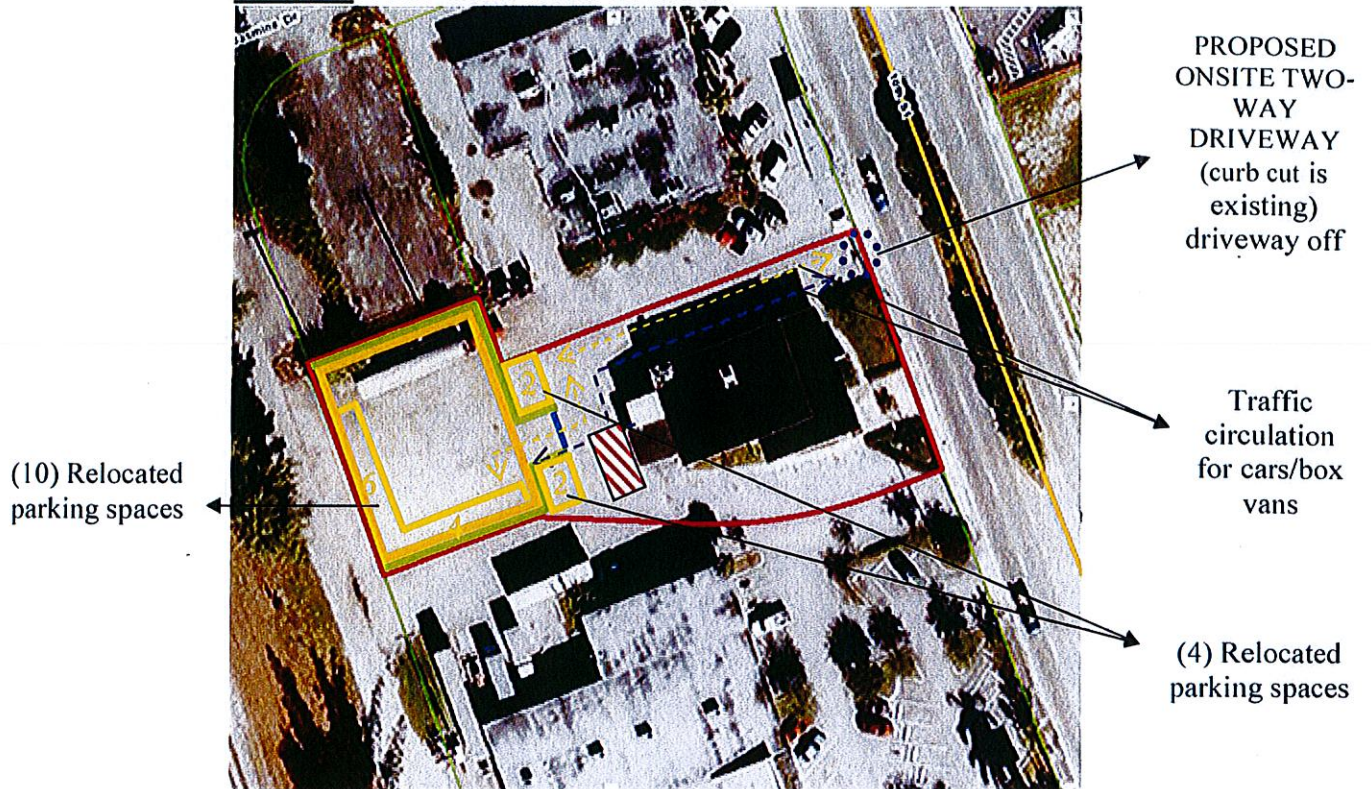
FIGURE 1: EXISTING CONDITIONS PER ORIGINAL SPECIAL EXCEPTION APPROVAL (REQUIRING CROSS ACCESS EASEMENTS TO THE NORTH AND SOUTH)



The Application

The Applicant proposes to amend the Development Order to revise the Site Plan and provide parking in the back of the Property as shown on Sheet SP-1, instead of along the north and south sides of the building. The revised Site Plan eliminates the need for the cross access easements with the neighboring property owners. The Site Plan as revised shows a 25 foot, two way drive aisle (accessed by a driveway) on the north side of the Property. Figure 2 illustrates the new access to the Property and the relocated parking spaces at the back of the building where the storage area was to have been located pursuant to the Development Order.

FIGURE 2: PROPOSED MODIFICATIONS



Staff Analysis of the Application

Based upon the proposed uses, Section 78-142 of the Town's Code of Ordinances requires fourteen (14) parking spaces. The Applicant proposes to distribute these spaces as follows: four (4) customer parking spaces (office), one of which is handicapped accessible; two (2) spaces for the warehouse use; and eight (8) spaces for employees. The revised Site Plan meets this requirement and allocates the parking spaces as follows: six (6) along the Property's rear property line; four (4) along the side property line; and, four (4) in front of the outdoor storage area for customers. The Applicant's revised Site Plan still meets the number of parking spaces required by Section 78-142 of the Code.

Staff finds that the Application meets the special exception criteria set forth in the Code and also finds that as revised, access to the Property will now be provided without having to depend on the neighboring properties. Additionally, staff finds that the revised Site Plan improves traffic circulation on the Property and also improves the traffic circulation to the neighboring properties.

This being said, the Code still allows for cross access and shared parking as a preferred alternative method to adjacent property owners who are otherwise not able to meet their own parking and access requirements onsite. While the subject Property is currently able to meet the parking and access requirements pursuant to its revised plan, the cross access and shared parking preferred alternative in the Code can always be applied in the future if the property is no longer able to meet their own parking and access. Again, this is a preferred alternative IF a property is not able to meet their own parking and access.

PLANNING & ZONING BOARD RECOMMENDATION

December 3, 2013 Meeting – Received a unanimous 5-0 recommendation of approval with an additional condition to add additional paved pedestrian markings from the handicapped accessible space to the concrete ramp on the south side of the building. This detail was added to the Site Plan being presented to the Town Commission.

P&Z MEMBER DISCUSSION SUMMARY: *There was discussion on possibly cross hatching the outdoor storage area in the rear to indicate the exact location of the storage vehicles, however, the representative for Waterfront Properties indicated that the parking spaces within the storage area would primarily be used for employees and that the equipment stored within this area consists mostly of box vans with equipment that will depart the site early in the morning and only return in the evening by the same employees who will have their cars parked within this same area, therefore they do not foresee a traffic conflict. A condition to this matter was not included as part of the Planning & Zoning Board's motion. Additional discussion ensued regarding the Property Owner's intention to install a perimeter fence which is allowed by Code. A response was provided in that the Property Owner does not intend to be a bad neighbor and will not install a perimeter fence along the entire north and south side. Furthermore, the Town's permitting procedure for fences would evaluate the consequences should a fence ever be proposed in the future. The Applicant indicated that the curb cut on the north side is existing and the proposed reconfiguration of the parking spaces would allow the site to utilize the entire 25-foot width for two-way traffic. There was also some discussion regarding traffic entering the property from the south side and the need to possibly place a "do not enter" sign there. It was explained that this was discussed with staff as well however, in order to visually and operationally allow for an open flow, the Applicant indicated that its employees will be aware of the ingress and egress points on the north side and that even though the business does not anticipate having customers all but every so often, they too will know to enter and exit from the north side. Placing a physical barrier would be inconsistent with the unique layout of the Property and its adjacent properties.*

STAFF RECOMMENDATION

Staff recommends that the Town Commission make a motion to **APPROVE** the Application, and the amendments proposed to the Development Order (Resolution 13-06-13), subject to two conditions:

- (1) The Owner shall develop the Property consistent with the Site and Landscape Plan referenced as Sheet SP-1 prepared by Litterick Landscape Architecture, signed and sealed 12-05-2013 and received by the Department of Community Development on 12-05-2013.
- (2) The Owner shall incorporate Identification signs reading "Customer Parking" in the customer parking spaces.

Exhibit "D"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2013

Agenda Item No. Tab 5

Agenda Title: Approval of the Rental of a Residential Sanitation Vehicle

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

Approved by Town Manager [Signature] Date: 12/9/13

David Hunt / Public Works Director

Table with 3 columns: Originating Department (Public Works), Costs (\$7,800.00), Attachments (Written Quotes), and Advertised status.

Summary Explanation/Background: The Public Works Residential Sanitation Division operates three, side-load trucks for weekly curbside garbage collection services.

In order to maintain twice a week collections, the Sanitation Division is using the side load truck with the weak grabber arm and has pressed into service the 2005 rear load truck which requires three operators.

Public Works sought quotes for a month's rental from the two, Florida based sanitation rental truck companies in order to have two operating vehicles to complete the garbage routes while repairs are performed on all three trucks. Depending upon the availability of the vendors' equipment, a month's rental could cost as much as \$7,800.00.

The need to rent this specialized sanitation equipment will become more frequent as Public Works experiences more break downs of the fleet. Out of the 12 vehicles used by the Town to collect garbage, trash, and recycling, seven are between the ages of seven and nine years old. The Town must be prepared to embark upon an aggressive fleet replacement program or be faced with escalating repair and rental costs. Either way, the existing residential and commercial collection rates are insufficient to cover these expenses and will need to be adjusted in order to maintain the current level of service.

Recommended Motion: I move to approve the one month rental of a side-load garbage collection vehicle in the amount not to exceed \$7,800 from the vendor providing the most prompt delivery.

700-748 Park Avenue: The Continuing Saga/Request

1999---2000: #700 Park Avenue parking lot remodeled with town approval. Use of #754 curb cut and #748 cross over parking was included in town's approval of plans.

2002: #748 Park Avenue purchased and remodeled. #754 curb cut and cross parking still in place.

March 4, 2013: #754 cross parking and access to #700-748 was chained by owner, Lavallee.

July 3, 2013: Town permitted temporary restriping of #700-748 parking lot with instructions to monitor "circulation and accessibility." Cost of temporary fix \$19,000 which included \$522 for Lake Park's engineer.

January 1, 2014: Temporary permit to expire.

Estimated cost to reconfigure #700-748 parking lot: \$30,000. Includes \$750 permitting fee and \$800 town escrow fees.

Request: Keep the parking in its current configuration at #700-748. The situation has been monitored and it seems to be working very well. Neither the tenants nor customers have voiced any complaints.

Town of Lake Park, Florida

535 PARK AVENUE - LAKE PARK, FL 33403

CALL INSPECTIONS IN BY 4 P.M. TELEPHONE: (561) 881-3318 OR (561) 881-3320.

13-000281

COMMUNITY DEVELOPMENT DEPARTMENT OFFICE HOURS: 8:30 A.M. --- 5:00 P.M.

PERMIT INFORMATION

Permit #: 13-000281 Issued: 7/02/2013
Permit Type: PARKING AREA
Class of Work: TEMPORARY
Proposed Use: Park Avenue Downtown Dist.
Sq. Feet: Est. Value:
Cost: 3,500.00 Total Fees: 134.00
Amount Paid: 134.00 Date Paid: 6/26/2013

LOCATION INFORMATION

Address: 700 PARK AVENUE
Lake Park, FL
Township: 42 Range: 43
Lot(s): 1 - 17 Block: 10 Section: 20
Book: 23017 Page: 1278
Subdivision: Retail
Parcel Number: 36-43-42-20-01-010-0010

CONTRACTOR INFORMATION

Name: VECCHIONE CONSTRUCTION
Addr: 1200 TOWN CENTER DRIVE # 222
JUPITER, FL 33458
Phone: (561)252-0177 Lic: CGC020590

OWNER INFORMATION

Name: MOSLER SUE ELLEN GAMBLE TRUST
Address: 700 PARK AVENUE
LAKE PARK, FL 33403
Phone: (561)296-1407

Work Desc: TEMPORARY RESTRIPING. Modifications will encompass an overall parking area which is shared by 700 Park Ave & 748 Park Ave. Temporary restripe only. Circulation and accessibility must be monitored on site. No removal, demolition, or permanent infrastructure changes. Temporary restriping will expire 01/01/14 unless all necessary approvals are received.

APPLICATION FEES

BUILDING PERMIT FEE 130.00 SURCHARGES 4.00

INSPECTIONS REQUIRED

BASE LAYER
FINAL BLDG. 7/3/13 [Signature]

POST THIS PERMIT OUTSIDE VISIBLE FROM THE STREET. NO CONSTRUCTION WORK: 7 P.M. TO 7 A.M. FOLLOWING DAY, SUNDAYS, HOLIDAYS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OF WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER THE WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THAT SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

IT SHALL BE THE PROPERTY OWNER'S RESPONSIBILITY TO REPLACE, REPAIR, OR PAY FOR ANY DAMAGE TO PUBLIC OR PRIVATE SIDEWALKS, SWALES, STREETS, LANDSCAPING, UTILITIES, OR OTHER PUBLIC OR PRIVATE WAYS THAT MAY OCCUR DURING THE IMPLEMENTATION OF THIS BUILDING PERMIT. FAILURE TO COMPLY WITH MECHANICS' LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS.

ON ALL PERMITS, IF THE IMPROVEMENT COST IS GREATER THAN \$ 2,500 A NOTICE OF COMMENCEMENT (NOC) MUST BE FILED.

FINAL INSPECTIONS ARE REQUIRED ON ALL PERMITS. 24-HOUR NOTICE IS REQUIRED. ALL INSPECTIONS MUST BE CALLED IN BY 4 P.M. PLEASE DO NOT LEAVE INSPECTIONS ON VOICEMAIL. FIRST RE-INSPECTION FEE IS \$ 50.00. FOR SECOND AND SUBSEQUENT RE-INSPECTION FEE IS \$ 75.00.

[Signature]
CONTRACTOR/ AUTHORIZED AGENT

DATE 7/3 2013

APPROVED BY BUILDING OFFICIAL



Exhibit "F"

MEMORANDUM

TO: Honorable Mayor and Members of the Town Commission
FROM: Dale S. Sugerman, Ph.D., Town Manager
DATE: December 11, 2013
SUBJECT: Confirmation of Approval of Purchase Order Extension

During the Town Manager Comments portion of the December 18th Commission meeting, I plan to ask the Commission to vote for a retroactive approval of a decision I had to make on December 9th dealing with the engagement of temporary staffing for the Public Works Department.

As the Commission knows, the town manager's spending authority is limited to \$5,000.00. Anything beyond that amount takes Commission approval. For the most part, although a \$5,000.00 limit is extremely conservative by most standards for Palm Beach County municipalities, I have generally been able to live within that limitation.

We had an unexpected delay in the hiring of the full-time replacement for the vacant position of Administrative Assistant to the Public Works Director. The contractual temporary service provider was working under a purchase order set at \$4,485.60 (an amount within my spending limit). But that purchase order has now run out and we still do not anticipate bringing on the full-time replacement until the end of this month (he has to give two weeks' notice to his current employer).

Therefore, we need to keep the "temp" here to help to keep the administrative functions of the Public Works Department going. To that end, I signed off on adjusting P.O. 55377 by an additional \$2,525.02. Combining that with the \$4,485.60 already encumbered, it means that I would have approved a total of \$7,010.80 for this expense; an amount that exceeds my authority by just over \$2,000.00.

To that end, I will be asking the Town Commission for a retroactive approval of this expense during the Town Manager Comments portion of the December 18th Commission meeting.



Dale S. Sugerman, Ph.D.
Town Manager

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014

Agenda Item No.

Agenda Title: Approval of the Delinquency Settlement of Lake Park Harbor Marina– Unpaid Dockage Fees Owed by John Lebeau of North Palm Beach, Florida

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

Approved by Town Manager _____ *DSS* **Date:** 1/6/14

James C. Hart/Marina Director *JH*
Name/Title _____

Originating Department: Lake Park Harbor Marina	Costs: \$ 1,516.81 Funding Source: Acct. # 800-31000 Professional Services <input checked="" type="checkbox"/> Finance <i>BKR</i>	Attachments: Copies of signed Promissory Note and signed Lake Park Harbor Marina Dockage Agreement
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Name/Title

Advertised: 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 <u>JH</u> <i>JH</i> Please initial one.
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Summary Explanation/Background:

This purpose of this item is to obtain Commission approval of the settlement for collection of outstanding boat storage fees in the amount of \$6,067.24 owed to the Town by Mr. John

LeBeau who has been docking his 22-foot Cape Dory Sailboat at the Marina since approximately April of 2012.

The delinquency matter was turned over to the Town's marine collection service, Stern, Morris, and Stern, Inc. in September 2013 due to difficulties in attempts by staff to reach Mr. LeBeau regarding payment of the outstanding boat storage fees owed to the Town at that time totaling \$9,787.92. Stern, Morris and Stern, Inc. proceeded to immediately collect a total of \$5,000.00 from Mr. LeBeau in September 2013 leaving the current balance of \$6,067.24 in boat storage and utility fees through December 2013.

Payment plans were proposed by Stern, Morris and Stern to Mr. LeBeau regarding settlement of the final amount owed to the Town of \$6,067.24. Mr. LeBeau has now executed a Promissory Note (a copy of which is attached) to guarantee payment of the outstanding debt in payments of \$1,011.21/mo over the six-month period from January 2013 through June 2014.

It has also been agreed as part of the settlement with Mr. LeBeau that the monthly amount of boat storage fees will be lowered from \$426.44/mo. to \$350/mo. while the boat is docked at the Lake Park Harbor Marina during the six month term that the Promissory Note is being paid off. Storage of the boat including the monthly payment amount of \$350/mo., plus sales tax, shall be subject to the terms and conditions of the Lake Park Harbor Marina Dockage Agreement which Mr. LeBeau has signed (a copy of which is also attached). This agreement also requires that a \$30.00 per month utility fee shall be charged to Mr. LeBeau by the Town for water service and trash removal.

The only applicable expense to the Town is the standard 25 percent of the cost of the debt of \$6,067.24 required as a fee by the collection service of Stern, Morris and Stern, Inc. which is equivalent to \$1,516.81. Therefore, the Town would generate \$4,550.43 in net revenue from the settlement.

Staff believes that payment in accordance with the terms of the Promissory Note represents the best possible option for the Town considering the circumstances, and recommends Commission approval of such settlement.

Recommended Motion:

I move to approve the settlement proposed for collection of outstanding dockage fees owed by Mr. John LeBeau in the amount of \$6,067.24 in accord with the Promissory Note and lowering of boat storage fees from \$426.44/mo. to \$350.00/mo.

PROMISSORY NOTE

(2 page document)

The undersigned, John Lebeau, 521 Ebbtide Drive, North Palm Beach, Fl 33409 (PROMISOR) promises to pay to the order of Lake Park Harbor Marina, 105 Lake Shore Drive, Lake Park, FL 33403 (the Payee) \$1,011.21 per month for unpaid dockage in the amount of \$6,067.24. Each payment of \$1,011.21 is due on the first (1st) of each month, starting January 1, 2014, for six (6) consecutive months.

This note is irrevocable and is binding on the PROMISOR and his heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled.

GRACE PERIOD: Payment is due on the First (1st) of each month and considered late on the Fifth (5th).

DEFAULT: Should payment not be received as stated above, the PROMISOR SHALL BE CONSIDERED IN DAFAULT OF THIS PROMISSORY NOTE. The PAYEE will charge a late fee of \$50.00 after the fifth (5th) of each month. Interest will be charged of 1.5% per month on any unpaid balance. Should it become necessary to employ a third party to collect the unpaid balance, THE PROMISOR, will be liable for all costs & fees to collect any unpaid balance owed to Lake Park Harbor Marina, including collection fees, attorney fees, court costs, filing fees, process server fees and interest.

In the event a lawsuit is filed, jurisdiction and venue shall be Palm Beach Florida. The PROMISOR agrees to submit to this jurisdiction, venue and the laws of the State of Florida.

Upon default, the entire remaining balance becomes due immediately without Demand or Notice to the PROMISOR

This constitutes the terms and conditions of this Promissory Note.



John Lebeau, PROMISOR

Date: 01-03-2014

NOTARY:

STATE OF FLORIDA

COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized to administer oaths and to take acknowledgments personally appeared, John Lebeau, who being by me duly sworn, stated that they executed the foregoing instrument, has read and understands the terms and conditions thereof.

WITNESS my hand and seal in the County and State last aforesaid this 3 day of January 2014

Shari Canada
NOTARY PUBLIC, State of Florida

My Commission Expires: 3/14/2016



LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THIS DOCKAGE AGREEMENT made by and between the Town of Lake Park, Florida, the owner and operator of the Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, FL 33403 (hereinafter referred to as "Town "), and **John LeBeau**, who is the owner of the Vessel as more specifically described herein (hereinafter referred to as "Tenant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Tenant agrees to the terms and conditions contained herein. As follows:

1. TENANT:

Owner Name(s): **John LeBeau** Home Phone: **561-267-0674**

Billing Address: **521 Ebbtide Drive** Work Phone: **561-337-8000**

City: **North Palm Beach** State: **FL** Zip: **33408** Cell Phone: **561-351-2272**

Emergency (Name): **Ruth LeBeau** Phone: **561-357-4141** Email: **ruthlebeau95@gmail.com**

2. TENANT'S VESSEL: (certified copy of title indicating ownership must be submitted)

Vessel Name: _____ Make: **Cape Dory** Year: **1983**

Registration/Documentation No. **FL 0171JN** Length: **22** Beam: **7.5** Draft: **3**

3. VESSEL INSURANCE (Proof of insurance required before occupancy commences)

Carrier: **Continental Casualty** Policy No: **341398** Exp Date: **3/4/14**

Agent Name: **Boat U.S. Insurance** Phone No: **1-800-804-2628**

4. DOCKAGE TERM:

Monthly Annual Lease Commencement Date: **1/1/14** Termination Date: **6/30/14**

5. MARINA CHARGES:

Dockage charges: \$ **350.00/mo.** Sales tax: \$ **21.00**

Utility fee: \$ **30.00** Total: \$ **401.00**

Credit Card #: _____ Exp. Date: _____ Visa MC Amex

CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH.

6) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein. If there is more than one owner, then the obligations and liabilities of the owners shall be joint and several.

7) The subleasing or assignment of the Slip by Tenant without the prior written approval of the Town is strictly prohibited. Any attempted sublease or assignment of the Slip, without the prior written approval of the Town is a violation of the requirements of this Agreement and shall be cause for the Town's immediate termination of this Agreement without further notice. Should the Town exercise its right to immediate termination, the Tenant hereby agrees that it shall be responsible for payment of the entire term and shall immediately vacate the Slip.

8) Utilities shall be charged to the Tenant at such rates as may be approved by the Town Commission from time to time. The established utility rates are subject to change by the Town Commission at any time taking into consideration such factors as the Town Commission, in its sole discretion deems just, fair, and appropriate. The Town shall not be liable for any interruption or stoppage of utilities, including, but not limited to, electrical or water service, or for any damage to persons, the Vessel or personal property resulting from that interruption or stoppage.

9) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel as described above.

10) The Tenant shall comply with any and all applicable statutes, codes, laws, rules and regulations of the Town, the State of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.

11) Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, the Tenant shall be subject to such fines, or such other civil and criminal penalties as may be imposed by the Town and/or any other governmental authorities with jurisdiction. The Tenant and/or any other person on the Tenant's Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.

12) The Town is authorized to move the Vessel at any time should the Town determine, in its sole judgment that this is necessary in order for the Town to make repairs to or within the Marina, as necessary for any Marina operations, or for any other reason the Town deems necessary to the safe and efficient operation of its Marina. In such event, the Town shall not be deemed or

construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Tenant hereby acknowledges and agrees that in such instances the Town's movement of the Vessel is at all times for the convenience of the Tenant, for the safety of the Vessel, or for the safety of other vessels, and that the Town is authorized to do so without any liability on the part of the Town, regardless of the cause, specifically including, but not limited to, the negligence of the Town and/or its agents, servants or employees.

13) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, vessels, personal and other property, piers, docks and Town property caused by the Tenant and/or the Tenant's Vessel. The Town disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Town, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein shall be deemed to also absolve the Town's elected and appointed officers, agents, employees and representatives from liability.

14) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Town harmless and to protect, indemnify and defend the Town and its elected and appointed officers, employees, agents from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, animals, and specifically including the negligence of the Town, its elected and appointed officers, agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.

15) Regardless of the term as set forth in paragraph 5 above, the dockage rate and any other charges referenced hereinabove shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.

16) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Town shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Town shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Town or its Marina employees of any keys and/or lock combinations does not constitute an assumption of a bailment relationship.

17) Living aboard the Vessel is strictly prohibited.

18) The Tenant hereby agrees that the Slip shall be used at the Tenant's and the Tenant's guests and invitees sole risk.

19) It is further agreed that even though the Town may, from time to time, provide security guards and/or other security devices and measures, the Town is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.

20) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of \$1,000,000.00, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all times be primary, regardless of whether or not the Town has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. PRIOR TO EXECUTION OF THE AGREEMENT, THE TENANT SHALL PROVIDE THE TOWN'S MARINA DIRECTOR WITH A COPY OF THE INSURANCE CERTIFICATE EVIDENCE THAT THE TENANT MAINTAINS COVERAGE IN THE AMOUNTS SPECIFIED AND REQUIRED HEREIN. THE CERTIFICATE SHALL INDICATE THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED. NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE CERTIFICATE, THE TENANT SHALL PROVIDE TO THE MARINA DIRECTOR EVIDENCE OF RENEWAL, OR A NEW CERTIFICATE EVIDENCING COVERAGE AND INCLUDING THE TOWN AS AN ADDITIONAL INSURED. TENANT SHALL PROVIDE THE MARINA DIRECTOR ANY AMENDMENTS TO ANY CERTIFICATE OF INSURANCE OR NOTICE OF CANCELLATION OF COVERAGE.

21) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to the Vessel, as well as other sums owed in connection with use of the Marina and facilities, regardless of who incurred the charges on behalf of the Tenant. A late charge of 5% of the amount then due will be assessed for all balances over 30 days past due. In addition, interest at the rate of 1.5% per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by the Marina. Tenant agrees that the late charge is a reasonable estimate of the extra administrative expenses incurred by Town in handling the delinquency. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Town shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Town relating to rent.

22) In the event of Tenant's default for non-payment of any rent or charges due under this Agreement, the Tenant recognizes the Town's authority to sell the Vessel at non-judicial sale in accordance with the procedures set forth in Florida Statutes 328.17 (2006), as amended.

23) The Marina shall have a lien against the above described vessel, her appurtenances and contents, for unpaid sums due under this agreement and for use of dock facilities or services, or damage caused or contributed to or by above vessel or by tenant, or his agents, employees and guests, to any dock and property or person of the marina, its employees and agents. Marina shall have a right to all remedies available to Marina, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against vessel as described under the Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure.

Tenant further consents to appointment of Marina as substitute custodian in any proceeding commenced by Marina hereunder in the U.S. District Court and agrees to pay Marina for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

In the event this indebtedness is turned over to a collection agency the Tenant of said vessel will be responsible for all collection fees plus principle balance and taxes. If the vessel is arrested through an "In Rem" proceeding the Tenant will be responsible for all costs, including but not limited to, Marshall fees, Substitute Custodial fees, Reasonable Attorneys fees, Court costs and interest.

Tenant agrees to pay all expenses and costs incurred by the Marina in enforcing any of the terms and conditions of this agreement, including, but not limited to, the cost of removal and storage of the Vessel and any reasonable attorney's fees and costs. The parties hereto expressly agree that all legal expenses incurred by Marina in the enforcement of rights under this agreement, including rights to liens, maritime and otherwise, shall be paid by tenant and may be included, at Marina's option in the amount of any lien, state or federal, which Marina may have against tenant or vessel. Further, in the event that Marina, at the expense or implied request of the Tenant, written or oral, furnished, in addition to the use of space contracted for hereunder any supplies, including fuel, maritime hardware, accessories or other goods or materials, or performs services of any sort whatever, including repairs relating directly or indirectly to said vessel, or for the benefit of the Marina a lien under state and federal law, including, specifically a federal maritime lien in the amount of said charges to the fullest extent permitted by law, and shall also entitle the Marina to all remedies available under state or federal law. All reasonable legal fees incurred by Marina in obtaining payment and said charges, including legal fees incurred by Marina in obtaining payment of said charges, including legal fees incurred in any lien action, shall be paid by Tenant and shall be treated in the same manner as above provided legal expenses incurred by Marina in enforcing rights to recover unpaid rental fees.

24) In the event that the Town retains legal counsel to enforce the terms of this Agreement or to collect any monies owed hereunder, the Tenant shall reimburse the Town for the attorney's fees and costs incurred by the Town in connection therewith. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, including those incurred prior to suit.

25) The Town makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Town warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina, and within the Marina, including the Tenant's Slip is at Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.

26) Tenant acknowledges and agrees that the Town shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, or applicable laws. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration or other termination of this Agreement or if the Town determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Town shall have the right to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with

the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the tenant's real property. In addition, the Tenant shall be liable to the Town, in addition to any and all other amounts due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related fees and costs are paid in full to the Marina.

27) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Town and the Tenant. Tenant acknowledges and agrees that the Town reserves the right to amend, supplement and/or restate from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Town.

28) Tenants must notify the Marina Director's Office by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its vessel by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

29) Noise must be kept to a minimum at all times. TENANT shall not permit the Vessel to make any noise, emission or other disturbance that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.

30) The extent of vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted in accord with the Town of Lake Park, Code of Ordinances, Section 75-85. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Marina Director. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

31) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Tenant agrees not to acquire or install a dockbox unless it is approved by the Marina Director.

32) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Marina Director may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.

33) The Tenant shall maintain the Vessel in "ship's shape" at all times, and shall not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.

34) Advertising for charter vessels moored at the marina is permitted. Other than charter opportunities the solicitation of employment, business, and the sale of merchandise or distribution of printed materials at or upon the marina premises is not permitted.

35) Any violation of the terms and conditions contained herein, or any, disorder, indecorous conduct whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, is cause for immediate termination of this Agreement without liability to the Town. Upon termination of the Agreement, the Town may cause the immediate removal of the Vessel.

36) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period. In the event of impending severe weather, as described above, or other emergency conditions as determined by the Town's Marina Director, the Town, in its sole discretion, reserves the right to move or evacuate the Vessel, or take such other actions as the Town or Marina Director deems appropriate at Tenants sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY THE TOWN, OR THE MARINA DIRECTOR, AND THE TOWN SHALL NOT BE DEEMED A BALEE OF THE VESSEL. Tenant agrees to reimburse Town for any and all cost it incurs on Tenant's behalf in emergency situations.

37) If tenant shall hold over or fail to remove his Vessel after the expiration of the Agreement, the Agreement shall, at Marina's option, be deemed to be renewed for same period on the same terms and conditions. If marina shall elect not to renew this agreement, Tenant after delivery of notice to the Marina, be liable to the Marina, in addition to any and all other amounts due hereunder, for double the dockage amount due hereunder until the Vessel is removed as well as the cost and expenses incurred by Marina in removing the Vessel, including, but not limited to reasonable attorney's fees and costs.

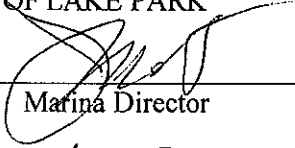
38) Notices pursuant to this Agreement shall be served on Tenant at the address listed in this Agreement by hand delivery, email, facsimile, or First Class Mail, or may be posted on Tenant's Vessel.

I HAVE READ THE TERMS SET FORTH IN THIS AGREEMENT AND UNDERSTAND ALL RULES AND REGULATIONS. I AM ACTING AS TENANT OR HAVE BEEN AUTHORIZED BY THE TENANT TO ENTER INTO THIS AGREEMENT. I UNDERSTAND THAT THE TOWN OF LAKE PARK HAS A LIEN UNDER BOTH STATE AND FEDERAL LAW, INCLUDING SPECIFICALLY A FEDERAL MARITIME LIEN AGAINST THE VESSEL FOR ALL UNPAID DEBTS AND I HEREBY GIVE PERMISSION FOR THE TOWN OF LAKE PARK TO HOLD THE VESSEL BY ANY MEANS NECESSARY UNTIL SUCH DEBTS ARE PAID.

IN WITNESS THEREOF, the parties hereto have affixed their signatures on the above first written.

TOWN OF LAKE PARK

By: _____


Marina Director

Date: _____

1-3-2014

TENANT

By: _____



Date: _____

01-03-2014

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014



Agenda Item No.

Agenda Title: Approve the Warranty Engine Rebuild on Public Works Commercial Front-load Sanitation Vehicle (2009, Autocar WX Expeditor)

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

Approved by Town Manager  Date: 1/16/14


David Hunt / Public Works Director

Originating Department: Public Works	Costs: N.T.E. \$9,700 Funding Source: FY '14 Sanitation Fund Acct. # 404-46000 <input checked="" type="checkbox"/> Finance <u></u>	Attachments: Vendor's Estimate
Advertised: 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 <u></u> Please initial one.

Summary Explanation/Background: Public Works' commercial front-load sanitation vehicle built on a 2009, Autocar chassis has 34,448 miles on the engine and is in need of an overhaul. The engine manufacturer, Cummins Diesel, acknowledges that the need to rebuild the engine has occurred prematurely and may participate in warranty repairs for up to 50 percent of the total repair cost. This particular chassis was manufactured for a fire-rescue equipment body to be placed upon it. Due to life-safety concerns, there were no automatic engine shutdown circuits for insufficient lubrication built into the chassis. These circuits should have been specified by the manufacturer when the vehicle's intended use was for severe service as a sanitation truck. The manufacturer

never alerted the Town that the engine fail-safe devices had not been installed on this particular truck.

On November 7, 2013, this sanitation vehicle was originally sent to General GMC Truck Sales & Service, Inc., dba Volvo Trucks of Palm Beach (General GMC) in West Palm Beach, Florida for the replacement of an air compressor. During this repair it was found that water was being introduced into the engine lubricating oil by this faulty part. Since General GMC is an authorized Cummins Diesel dealer, General GMC was tasked with determining the extent of engine damage that had been caused by this lubricant breakdown. General GMC did a partial engine tear down in order to provide the Town with a repair estimate and confirmed that a portion of the repairs should be covered under a Cummins Diesel warranty.

General GMC's initial estimate for repairs is \$8,804.79. With engine rebuilds it is prudent to allow a 10 percent contingency to cover unforeseen conditions which could bring the final cost to just under \$9,700. Depending upon Cummins' warranty participation, the Town may have to pay considerably less than this estimated amount. Cummins Diesel will not commit to the extent of warranty coverage until after the rebuild when the defective parts have been pulled from the engine and examined for the cause of failure.

Staff is seeking Commission approval for a purchase that exceeds \$5,000.00 for warranty repair work on the Sanitation Department's 2009, Autocar front-load truck. Staff recommends that this work be awarded to the Cummins Diesel authorized dealer, General GMC, based upon their "best guess" quote of \$8,804.79 plus a 10 percent contingency to cover any unforeseen repairs.

Recommended Motion: I move that the warranty engine rebuild on the 2009, Autocar sanitation vehicle be awarded to General GMC Truck Sales & Service, Inc., dba Volvo Trucks of Palm Beach, in the amount not to exceed \$9,700.

GENERAL GMC TRUCK SALES & SERVICE, Inc.
dba VOLVO TRUCKS OF PALM BEACH

GMC
VOLVO

Fax Transmittal Letter

Date: 12/17/13

To: Paul
Town of Lake Park.

Fax #: 881-3349

From: Eric Service Dept

RE: Estimate to Repair Engine

Problem IN Blowby Problem,

Includes Turbocharger Replacement

change Air cleaning, cylinder

head check at machine shop - ^{MAINT} Rod Bearing Replacement

this is best guess of Expense

before Engine is fully Dissassembled

THANKS



of pages: 2

GENERAL GMC TRUCK SALES
Service Estimate

STQ-C

Name: TOWN OF LAKE PARK
Address: 535 PARK AVENUE
LAKE PARK, FL 33403

Quote Date: 13:57 16DEC2013
Make: AUTOCAR
Model: WX
Year: 09
Odometer: 34448
VEHID: 9H208150
VIN: 5VCDC6JF59H208150

Contact:
Home Phone: (561)881-3345
Customer #: 80175
E-mail:
Service Advisor: ER (30)

Line OpCode	Operation Description	Price
A 200	ESTIMATE TO REMOVE HEAD, REPLACE CYLS. 3/4 LINER/PISTONS, REPLACE RINGS ON OTHER CYLS. REPLACE TURBOCHARGER, GASKETS, REASSEMBLE, ROAD TEST Est: Labor 4284.00 Parts 3390.79 Misc 500.00 Sublet 630.00	8804.79

Labor: 4284.00
Parts: 3390.79
Misc: 500.00
Lube: 0.00
Sublet: 630.00
Subtotal: 8804.79
Tax: 0.00
Total: 8804.79

**Ordinance
on
First
Reading**

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014

Agenda Item No.

Agenda Title: AN ORDINANCE PROPOSING MODIFICATIONS TO SECTIONS 78-251 (C)(2) AND 78-251 (E) OF THE TOWN CODE OF ORDINANCES PROVIDING FOR AN ADMINISTRATIVE APPROVAL PROCESS FOR NONCONFORMING PARCELS PROPOSING SITE MODIFICATIONS THAT DO NOT MEET THE DEFINITION OF A SUBSTANTIAL MODIFICATION.

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - PUBLIC HEARING ORDINANCE ON 1st READING**
 - NEW BUSINESS
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS

Approved by Town Manager  **Date:** 1/6/14

Nadia Di Tommaso / Community Development Director 
Name/Title

Originating Department: Community Development	Costs: \$0 Funding Source: N/A Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: →ORDINANCE <u>01-2013</u>
Advertised: Date: <i>N/A on first reading</i> Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

As the economy has begun to pick up, the Community Development Department has seen an increase in residential and commercial property owners desiring to improve their properties. Currently, any single-family, two-family, or three-family owner of a structure seeking to improve their property (whereby the value of the improvement is greater than \$5,000), is subject to all of the provisions of the entire landscaping code. Similarly, all commercial properties seeking to do something as simple as repaving their parking lots, regardless of the value of the paving, are subject to the provisions of the entire landscaping code. Most existing properties in Town were not originally built with all of the extensive landscaping provisions required in the Code as it is written today.

The Code, as it is currently written, actually serves as a hindrance for property owners who want to make relatively simple improvements to their property. Requiring these properties to meet all of the landscaping conditions in the Code, and if they cannot meet them, forcing the property owner to apply for variances from the Code provisions, seems unreasonable as this would require a public hearing process with significant application fees and a minimum 2-month approval process.

It is not unreasonable to assume that if a property owner chooses to renovate, modify, or if it suffers damage to the extent that the proposed improvements are in excess of fifty (50) percent of the property's assessed value, that the full landscaping Code must be complied with and if not, a variance request must be sought. However, if a property owner is simply looking to beautify their site through a minor improvement, staff is proposing the following modification to the Code, which would still require compliance with as much of the landscape code as is possible, but through an administrative approval process, rather than a legislative approval process. The proposed changes to the Code would give the Community Development Director (or designee) administrative authority to approve landscaping plans for minor improvements to property within the Community, but only to the extent that those minor improvements are physically feasible:

Section 78-251. Landscaping generally

(c) *Applicability.*

(1) The standards contained in this section shall apply to all property within the town.


(2) Nonconforming parcels.

a. Any parcel of land, with the exception of nonconforming parcels on which single-family, two-family or three-family dwellings exist, must conform with the requirements and regulations of this article and chapter, regardless of the date of the erection of the structure.

b. Nonconforming parcels of real property on which single-family, two-family or three-family dwellings exist must comply with the landscape requirements of this article whenever a building permit is issued by the town for construction work on the property, where the estimated total value of the construction work and/or other improvements is \$5,000.00 or more. Provided however that, nonconforming parcels shall incorporate only those landscaping requirements determined by the Director of Community Development to be feasible based on existing site conditions. Financial hardships shall not be considered to be a site condition which would alleviate a property owner's compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect.

c. Nonconforming parcels of real property shall be subject to the landscape requirements of this article, should they seek any expansion, ~~or should they suffer damage in excess of 50 percent of their appraised value~~ modification, or where the property has been damaged based on the following criteria:

This Section provides an exception for single-family, two-family and three-family dwellings that are simply looking to improve their parcels, but do not classify as a substantial renovation.



(1) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or

(2) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, over three calendar years, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector.

d. If it is impossible to satisfy the landscape requirements of a nonconforming parcel, the town *may* designate the town manager or his/her designee to mitigate the nonconformity by donation to the town of cash equal to the costs of the required improvements, or by the owners contribution of a like amount (or combination thereof) of trees, shrubs, and groundcovers for the improvement of the town's public parks, ball fields or other parcels that might be designated to satisfy the extent of the nonconformity.

(...)

(e) *Application and permit required.*

(...)

(4) Except for single-family, ~~and~~ two-family and three-family dwellings, prior to the issuance of any permit for paving, a development landscape permit application shall be submitted to the community development department. The landscape application shall be subject to the Community Development Department's review and approval. Provided however, nonconforming parcels shall incorporate only those landscaping requirements that are feasible based on existing site conditions. Financial hardship shall not be considered to be a site condition which would alleviate the property owner from compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect. No permit shall be issued for paving unless the application complies with the provisions hereof, and no final certificate of occupancy or completion shall be issued until the landscaping is complete and passes a final inspection by the town. ~~It shall be unlawful to occupy the premises unless the landscaping is installed in accordance with the approved plans and the requirements hereof.~~

This Section provides an exception for commercial properties that are simply looking to improve their parcels, but do not classify as a substantial renovation.

Recommended Motion: I move to APPROVE Ordinance __-2013 on first reading.

ORDINANCE NO. 01-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE VIII, SECTION 78-251 OF THE TOWN'S CODE OF ORDINANCES TO MODIFY LANDSCAPING STANDARDS PERTAINING TO NONCONFORMING PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town's Community Development Department has recommended amendments to Sections 78-251 of the Code of Ordinances pertaining to the landscaping requirements for nonconforming parcels; and

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

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

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

Section 2. Chapter 78, Article VIII, Sections 78-251(c) and (e) are hereby amended as follows:

Section 78-251. Landscaping generally

(c) *Applicability.*

(1) The standards contained in this section shall apply to all property within the town.

(2) Nonconforming parcels.

a. Any parcel of land, with the exception of nonconforming parcels on which single-family, two-family or three-family dwellings exist, must conform with the requirements and regulations of this article and chapter, regardless of the date of the erection of the structure.

b. Nonconforming parcels of real property on which single-family, two-family or three-family dwellings exist must comply with the landscape requirements of this article whenever a building permit is issued by the town for construction work on the property, where the estimated total value of the construction work and/or other improvements is \$5,000.00 or more. Provided however that, nonconforming parcels shall incorporate only those landscaping requirements determined by the Director of Community Development to be feasible based on existing site conditions. Financial hardships shall not be considered to be a site condition which would alleviate a property owner's compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect.

c. Nonconforming parcels of real property shall be subject to the landscape requirements of this article, should they seek any expansion, ~~or should they suffer damage in excess of 50 percent of their appraised value~~ modification, or where the property has been damaged based on the following criteria:

(1) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or

(2) Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, over three calendar years, in excess of 50 percent of the value of the improvements of the property, as determined by the most recent certified tax roll prepared by the county tax collector.

d. If it is impossible to satisfy the landscape requirements of a nonconforming parcel, the town *may* designate the town manager or his/her designee to mitigate the nonconformity by donation to the town of cash equal to the costs of the required improvements, or by the owners contribution of a like amount (or combination thereof) of trees, shrubs, and groundcovers for the improvement of the town's public parks, ball fields or other parcels that might be designated to satisfy the extent of the nonconformity.

(...)

(e) *Application and permit required.*

(...)

(4) Except for single-family, ~~and~~ two-family and three-family dwellings, prior to the issuance of any permit for paving, a ~~development~~ landscape permit application shall be submitted to the community development department. The landscape application shall be subject to the Community Development Department's review and approval. Provided however, nonconforming parcels shall incorporate only those landscaping requirements that are feasible based on existing site conditions. Financial hardship shall not be considered to be a site condition which would alleviate the property owner from compliance with landscaping requirements. The Community Development Department is authorized to approve waivers of the landscaping requirements of this section upon the review and approval of an application for same. The application shall include a landscape plan signed and sealed by a Florida registered landscape architect. No permit shall be issued for paving unless the application complies with the provisions hereof, and no final certificate of occupancy or completion shall be issued until the landscaping is complete and passes a final inspection by the town. ~~It shall be unlawful to occupy the premises unless the landscaping is installed in accordance with the approved plans and the requirements hereof.~~

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

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

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

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

NEW BUSINESS

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014

Agenda Item No.

Agenda Title: Approving the Hiring of Gomez Barker Associates, Inc. as the Town's External Lobbyist for the 2014 Legislative Session in Tallahassee.

- | | |
|---|--|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS
<input type="checkbox"/> BOARD APPOINTMENT
<input type="checkbox"/> PUBLIC HEARING ORDINANCE ON _____ READING
<input checked="" type="checkbox"/> NEW BUSINESS
<input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> OLD BUSINESS |
|---|--|

Approved by Town Manager  **Date:** 1/6/14

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

Originating Department: Mayor James DuBois	Costs: \$11,666.62 (approx). Funding Source: General Fund Contingency Line Item Acct. 001-51-589-900-99901 <input type="checkbox"/> Finance _____	Attachments: * Proposal from Gomez Barker Associates, Inc.
Advertised: 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: <div style="text-align: center;"><u>DSS</u></div> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

Gomez Barker Associates, Inc. has served as the Town's external paid lobbyist for a number of years. Fausto Gomez will be in attendance at the Commission meeting to propose serving in that capacity again during the 2014 Legislative Session in Tallahassee.

Funds in support of this contract have not been budgeted, and therefore if the Commission would like to enter into a contract with Mr. Gomez' firm, money will have to be allocated from the General Fund contingency line item. At present, the General Fund contingency line item has an appropriation of \$25,000.00.

Recommended Motion: I move to authorize the hiring of Gomez Barker Associates, Inc. as the Town's paid lobbyist for the 2014 Legislative Session in Tallahassee, with funds allocated to support such contract coming from the General Fund contingency line item account # 001-51-589-900-99901.

Town of Lake Park Legislative Principles

- State Government should focus on state-level issues and allow local governments to operate with minimal state interference. The Town of Lake Park will oppose legislation that increases the involvement of state government in municipal affairs and preempts local governing prerogatives.
 - For Florida's economy to prosper, cities need to succeed. The Town of Lake Park will promote state investments in municipal infrastructure in order to create jobs and promote municipal revitalization. This will include funding for wastewater and stormwater improvements, libraries, economic development projects, and park and recreational activities.
 - State Government should not be allowed to continue disrupting the relationship between citizens and their local elected officials' authority to make decisions impacting the provision of municipal services and quality of life. The Town of Lake Park will oppose additional arbitrary limits on property assessments, municipal expenditures, and local revenues.
 - State mandates should be funded with state resources and should not seek to access local tax dollars. The Town of Lake Park will oppose unfunded mandates and support policies that require full funding of state initiatives and mandates to cities.
-

Legislative Priorities

APPROPRIATIONS

- The Town of Lake Park supports grant and legislative line item funding that enhances local financial capacity to address water resource and water supply development. The Town further supports enhanced funding of the Water Protection and Sustainability Program within the Department of Environmental Protection for comprehensive water supply infrastructure needs.

1. *The Town of Lake Park will again seek funding in the amount of \$200,000 for "Lake Shore Drainage Improvements." This amount was allocated by the legislature last session but was vetoed by the Governor.*

- The Town of Lake Park supports funding for the Florida Forever Program and the Florida Recreation Development Assistance Program (FRDAP).

The Florida Forever Program has helped local governments purchase land for parks, recreation, open space and conservation. The Florida Recreation Development Assistance Program (FRDAP) is a successful funding vehicle for local government park development and recreational efforts and has helped leverage local dollars.

1. *Both of these important programs have had minimal or no funding during the past three years but with the state's improving fiscal outlook should again be considered for legislative funding.*

- The Town of Lake Park will work to assure that state support for local libraries is enhanced.

1. *The projected amount of funding for the Lake Park Library is over \$7,000.*

- The Town of Lake Park supports grant and legislative line item funding that dedicates to small businesses state economic development resources. Small businesses are the strength of Florida's economy; but they are often overlooked or do not qualify for existing economic development initiatives.

1. *The Town of Lake Park will explore establishing a partnership with the state's Small Business Development Center Network for resources and technical assistance, including destination marketing support.*

- The Town of Lake Park will support strengthening the prohibition on existing and new unfunded mandates, requires enhanced staff analyses of quantification of the

costs to cities, and ensures full state funding sources be assigned whenever unfunded mandates are identified.

LEGISLATION

- *Sober Homes*

The Town of Lake Park supports legislation defining and establishing minimum regulatory standards for recovery residence facilities, while also allowing more stringent local regulation.

Senator Jeff Clemens and Representative Bill Hager will be filing legislation requiring “Sober Homes” to be identified in statute, licensed by the state, prohibiting clustering of same in residential neighborhoods, and providing for local planning and zoning regulation. Their bill will be as a result of budget proviso language last legislative session requiring the Florida Department of Children and Families to review the Sober House issue and proffer recommendations for legislative action.

- *Communications Services Tax*

The Town of Lake Park supports revising the Communications Services Tax (CST) in a manner that does not reduce current local government related revenues, simplifies the administration and collection of the current tax, provides for a broad and equitable tax base, and affords for enhanced stability and reliability as an important revenue source for local governments.

The CST is one of the main sources of general revenue for municipalities. It generates over \$800 million annually and the funds can be used for any public purpose. Surfside currently receives \$303,320 from this source. *For Lake Park specifically, this generates about \$375,003 in funding.*

Governor Scott has pledged to reduce taxes by \$500 million next year and included within that discussion is the CST. As a result, Senator Dorothy Hukill, Chair of the Appropriations Subcommittee on Finance and Tax, has filed SB 266 which would reduce the state CST rate and the direct-to-home satellite rate by 2%. It does not include a reduction of the local CST but could have a negative fiscal impact on municipalities due to the distribution of some of the state and direct-to-home satellite revenues.

- *Local Business Tax*

Currently, a municipality may impose a local business tax for the privilege of engaging in or managing a business, profession, or occupation within its

jurisdiction. Last legislative session, a number of bills were defeated that would have phased out the Local Business Tax by 2020 and a Committee Bill proposed to base the tax on the amount of square footage of a business. That also failed.

In order to preserve the \$309,659 in funding to the Town of Lake Park from local business taxes, The Town opposes legislation that restricts or eliminates municipal revenue generated under the local business tax. However, Lake Park supports the authorization of local governments to modify ordinances in a manner that results in a more simplified, efficient, and equitable tax system that benefits businesses and local communities.

- *Small Cities Community Development Block Grant Program (CDBG)*

The Town of Lake Park supports maintaining the current funding categories to ensure that grants primarily benefit low-and moderate- income families and communities. The CDBG program provides federally funded grants on a competitive basis, through the state of Florida and/or large “entitlement” governments, for municipalities to assist with housing rehabilitation, water and wastewater improvements, and economic development projects. The Florida Department of Economic Opportunity plans to file legislation making statutory changes to the CDBG and Lake Park supports reducing outdated, burdensome or restrictive requirements, but supports maintain the current funding categories.

- *Vacation Rental Preemption*

The Town of Lake Park supports repealing the state preemption of local governments’ authority to regulate, restrict, or prohibit vacation rental property in single family neighborhoods and other zoning categories.

- *Pension Reform*

The Town of Lake Park will monitor the proposed changes to the Florida Retirement System, a priority of the Speaker of the House of Representatives, so that changes to it that result in cost savings to local governments are recognized. A proposed change would close the traditional “defined benefit” plan to new employees and offer instead a 401-k “defined contribution” option. This could potentially save the Town a significant sum in its contract with Palm Beach County for police and fire services.

- *Billboards:*

The Town of Lake Park opposes legislation that preempts or dilutes local government’s ability to establish and maintain local ordinances which regulate billboards and outdoor advertising.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 15, 2014

Agenda Item No.

Agenda Title: Authorizing the Mayor to Execute an Agreement for Hosting Trawler Fest at the Lake Park Harbor Marina February 24, 2014 through March 3, 2014.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  **Date:** 1/16/14

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

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: None Funding Source: Acct. N/A <input type="checkbox"/> Finance _____	Attachments: * Enabling Resolution. * Agreement (Exhibit "A").
Advertised: 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: <p style="text-align: center;"><u>DSS</u></p> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

PassageMaker is a trawler and ocean motorboat magazine. For a number of years, they have held a trawler boat show, known as Trawler Fest, in the greater Fort Lauderdale area. Over the course of the last few months, they have been looking for a new home for their show in 2014 (and if successful) for many years to come. They have approached the Town of Lake Park and the Lake Park Harbor Marina to host their winter Trawler Fest for 2014. Our Marina is prepared to host this event and this agenda item is being presented to the Commission outlining the terms and conditions of hosting this event. The highlights of what is being asked of the Commission include:

- The event will be held at our Marina from Monday, February 24th until Monday March 3rd. The actual dates of the show will be Wednesday, February 26th through Friday, February 28th (although boats will be arriving at the Marina a few days before the show and will be staying a few days after the show).
- The Marina will make upwards of 75 slips available to vessels participating in the Trawler Fest event. Transient dock fees will be \$1.50/lineal foot of vessel (which is a \$0.50 reduction over the Marina's current daily transient fee). Electric stations will be at a rate of \$6.00 per day for 30 amp service and \$8.00 per day for 50 amp service. Trawler Fest will pay to the Town, within 14 days of the approval of the agreement, an event deposit equal to 50% of the estimated total cost of all slip rentals to be paid during the event. The balance of payment for all fees owed will be paid no later than 75 days after the conclusion of the event.
- The main parking lot of the Marina will be closed access during the dates of the show. Single day tickets will be \$15.00 per day, with VIP tickets including multi-day passes and special entertainment services at higher rates. Lake Park residents, with proof of identification, will receive a \$5.00 discount off of the single day ticket price.
- There will be no charge to enter the grounds of the event for Lake Park residents, with proof of residency, if they want to fish from the Marina pier or walk their dog on the grounds of the Marina during the dates of the show.
- Trawler Fest will be responsible for all vendor set-up, office space, perimeter fencing, rest rooms, trash containers and security services. They will also be responsible for restoring the grounds to their original condition once the show has concluded.
- Trawler Fest will provide the Town with comprehensive general liability insurance with limits of \$1,000,000/\$2,000,000 during the time that they are using the Marina for their show.
- As part of the Town's responsibility in hosting the event, the Town Commission is being asked to waive all parking fees on the grounds of the Marina during the event, and also waiving all room rental fees so that Trawler Fest can conduct classes for show participants.
- All of the items for the event will be coordinated between Trawler Fest and the Marina Director and the Office of the Town Manager.

These are just the highlights of this agreement for hosting the 2014 Trawler Fest at the Lake Park Harbor Marina. All of the details of the exact terms and conditions for the event can be found in the attached Resolution.

Recommended Motion: I move to approve Resolution 01-01-14.

RESOLUTION NO. :01-01-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH AN ORGANIZATION KNOWN AS PASSAGEMAKER TRAWLER FEST TO HOST AN EVENT AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, PassageMaker Trawler Fest (Trawler Fest) proposes to hold a Trawler Fest event (the Event) at the Lake Park Harbor Marina from Monday, February 24, 2014 until March 3, 2014; and

WHEREAS, Trawler Fest negotiated terms with the Town Manager and Marina Director to use the Marina to host the Event at the Marina; and

WHEREAS, the Town Manager and Marina Director have recommended to the Town Commission that entering into an Agreement with Trawler Fest is in the best interests of the Town and the Marina.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with Trawler Fest. A copy of the Agreement is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

EXHIBIT "A"

**AGREEMENT FOR HOSTING TRAWLER FEST
AT THE LAKE PARK HARBOR MARINA**

This Agreement for Hosting a Trawler Fest (Agreement) is entered into this __ day of January 2014 between Yachting Promotions Incorporated d/b/a PassageMaker Trawler Fest, whose address is 1115 NE 9th Avenue, Fort Lauderdale, FL 33304 (hereinafter "Trawler Fest") and the Town of Lake Park, whose address is 535 Park Avenue, Lake Park, Florida 33403 (hereinafter the "Town").

RECITALS

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, Trawler Fest has proposed to host an exhibition of vessels known as a "Trawler Fest" and to dock those vessels participating in the event at the Lake Park Harbor Marina (the Marina); and

WHEREAS, the Town agrees to authorize Trawler Fest to host an event, open to the public for an admission fee at the Marina based upon certain conditions and terms as set forth herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.**

The above recitals are true and correct and are hereby incorporated herein.

2. **THE TRAWLER FEST EVENT.**

The Trawler Fest Event (the Event) will be held at the Marina from Monday, February 24, 2014 until Monday, March 3, 2014.

3. **SLIPS LEASED AND TERM OF LEASES.**

The Town agrees to lease a total of 75 Slips as enumerated below to Trawler Fest from 9:00 a.m. February 26, 2014 through 6:00 p.m. March 1, 2014.

- A 10 – A 20 = 10 slips
- B 21 – B 30 = 10 slips

- C 31 – C 37 = 7 slips
- D 38 – D 59 = 22 slips
- E 60 – E 85 = 26 slips
- 75 Total slips to be provided (including use of the side ties on the fishing pier).

4. **SLIP RENTAL FEES, ELECTRICAL CHARGES, AND DEPOSIT.**

Trawler Fest shall pay to the Town a slip rental fee of \$1.50 per lineal foot of vessel per day for each day for the 75 slips.

Trawler Fest shall pay electrical station charges at a rate of \$6.00 per day for 30 amp service and \$8.00 per day for 50 amp service.

Trawler Fest shall pay to the Town an event deposit equal to 50% of the total cost of the 75 slip rentals which have been reserved as set forth hereinabove. The deposit shall be paid within 14 calendar days of the execution of this Agreement. The balance of the Slip Rental Fees shall be paid on or before May 15, 2014.

5. **TERMS AND CONDITIONS.**

- A. The Town shall allow Trawler Fest to set up one dedicated point of pedestrian entry into the north side main entrance to the Marina so that Trawler Fest may charge admission to the general public during days of the Event.

During the Event, Trawler Fest agrees that the daily admission price for Lake Park Residents, with proof of residency, shall be discounted by \$5.00 from the admission it charges. Furthermore, Trawler Fest agrees that there shall be no charge for admission to the Marina for Lake Park residents, with proof of residency, whose only purposes are for fishing from the public pier, walking, and observation from the public pier, or walking (including walking with their dogs provided the dogs are controlled on a leash).

- B. Trawler Fest shall be responsible for the coordination of all vendor operations. Vendor operations during the Event shall be limited to the area within the internal parking circle at the North end of the Marina property, or immediately south of the Dock Master building.

- C. Trawler Fest shall arrange for and pay for a minimum of 2 portable toilets suitable in size to accommodate the number of attendees projected for the Event. The payment for, delivery and off-loading of the portable toilets shall be solely the responsibility of Trawler Fest. The location of portable toilets shall be subject to the approval of the Marina Director.

- D. Trawler Fest agrees to coordinate with the Marina Director to incorporate the Town's regular monthly Sunset Celebration, which has already been scheduled for Friday, February 28, 2014. The Town agrees not to schedule any local vendors who typically participate in the Sunset Celebration unless those vendors have agreed to be on site with Trawler Fest during the Event.
- E. The rafting of vessels during the Event is strictly prohibited without the advance written consent of the Marina Director.
- F. Trawler Fest shall advise all exhibitors participating in the Event that the discharge from their vessels of wastewater and/or sewage from vessels docked at the Marina is only permitted at designated pump out locations in the Marina.
- G. The Town agrees to make its meeting room at the Marina building available to Trawler Fest at no cost to be used as classroom space from Monday, February 24th through Saturday, March 1st.

6. **SECURITY.**

Trawler Fest shall provide whatever level of overnight manned security it deems necessary to protect its exhibitors' vessels from and against any unauthorized entry, damages or theft to vessels from 6:00 p.m. Wednesday February 26, 2014 to 8:00 a.m. Saturday, February 27th.

7. **PARKING ALONG LAKE SHORE DRIVE/ PARKING METERS.**

Trawler Fest shall control all "over flow" vehicular parking along Lake Shore Drive from approximately the boat launching facility heading north to Kelsey Park for purposes of minimizing congestion and various impact on adjacent residential properties.

The Marina agrees not to charge parking fees at the Marina from Monday, February 24th until Monday, March 3rd.

8. **SIGNS/PERMITS.**

Trawler Fest may erect informational signs no later than February 1, 2014. The number and location of the signs shall be subject to the approval of the Marina Director. The purpose of these signs is to adequately inform the public that the boat launching facilities at the Marina will be temporarily closed to the public during the Event. Trawler Fest may erect signs and banners on the Marina property subject to the approval of the Marina Director and in compliance with the Code of Ordinances of the Town of Lake Park.

Trawler Fest shall be responsible for obtaining any permits required by the Town or any other governmental entity with jurisdiction for the Event.

9. **INSURANCE.**

Trawler Fest shall provide the Town with proof of comprehensive general liability insurance limits in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate and include the Town as an additional insured.

10. **INDEMNIFICATION.**

Trawler Fest and its sister corporation Show Management shall indemnify, defend, and save harmless the Town, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the Town, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with Trawler Fest and/or Show Management, its subcontractors, its agents, or employees, activates at the Park as permitted pursuant to this Agreement.

11. **TRASH.**

Trawler Fest shall be responsible for the arrangement and payment of trash details during the Event.

12. **STORAGE.**

- A. Trawler Fest's sister corporation, Show Management shall be allowed to set up a 52' trailer on the grounds at the north end of the Marina. The trailer may be used for storage from Monday, Feb. 24th through Monday, March 3rd. The exact location of the trailer shall be subject to the approval of the Marina Director.
- B. Trawler Fest shall provide an 8' x 8' x 16' storage pod in the vicinity of the Exhibitors tents located in the north parking lot. The delivery and off-loading of the storage pods shall be solely the responsibility of Trawler Fest. The specific location of the storage pod shall be subject to the approval of the Marina Director.
- C. The Town agrees to make its meeting room available to Trawler Fest at no cost for receiving and storage of event materials from Monday, February 17th through Friday, February 21st.

13. **INSPECTION.**

The Marina Director and a representative of Trawler Fest shall jointly inspect the Marina no less than 48 hours prior to the beginning of the Event to determine if there are any damages or defects to Marina facilities. Within 24 hours after the end of the Event, the Marina Director and a representative of Trawler Fest shall again jointly inspect the Marina and note any damages which may have occurred to the Marina during the Event. In the event of damages determined by the Marina Director to be attributable to Trawler Fest, Trawler Fest agrees that it will pay for

and cause such repairs as may be necessary to be made within 5 business days. In the event the damages are determined to require extensive repair, as determined by the Marina Director, including but not limited to those that may require building permits, Trawler Fest agrees the Town may contract with a contractor of its choice to make the repairs, and that Trawler Fest shall fully reimburse the Town for same.

14. **IMPROVEMENTS.**

Trawler Fest may install or contract with others to install certain temporary physical improvements to the Marina in connection with the production of the even with the express written consent of the Marina Director.

15. **NOTICES**

All notices required hereunder shall be made to the parties at the address listed below:

To Trawler Fest:

Yachting Promotions Incorporated
d/b/a Passagemaker Trawler Fest
1115 NE 9th Avenue
Fort Lauderdale, FL 33404

And

Cynthia Salvatore, Events Coordinator
105 Eastern Avenue, Suite 203
Annapolis, Maryland 21403

and in the case of the Town, to:

THE TOWN OF LAKE PARK
c/o Town Manager
535 Park Avenue
Lake Park, Florida 33403

16. **GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

17. **ASSIGNMENT.**

This Agreement may not be assigned may not be assigned by Trawler Fest without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

18. **SEVERABILITY.**

In the event that any sentence, section, paragraph, or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. **WAIVER.**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

20. **ENTIRE AGREEMENT.**

This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and Trawler Fest.

21. **ATTORNEY FEES.**

In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
James Dubois, Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

WITNESSES:

**YACHTING PROMOTIONS INCORPORATED
d/b/a PASSAGE MAKER TRAWLER FEST**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____