



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 16, 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
.....		
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 July 2, 2014

Tab 1

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

2. ORDINANCE NO. 10-2014 Amending Chapter 78, Article I, Section 78-2 to Modify the Definition for “Substance Abuse, Treatment Facility” and Amending Chapter 78, Article III, Section 78-71 (2)(F) to Eliminate the Distance Separation Requirement to Residential Properties for Substance Abuse Treatment Facilities.

Tab 2

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 TO MODIFY THE DEFINITION FOR “SUBSTANCE ABUSE TREATMENT FACILITY” AND AMENDING CHAPTER 78, ARTICLE III, SECTION 78-71 (2)(F) TO ELIMINATE THE DISTANCE SEPARATION REQUIREMENT TO RESIDENTIAL PROPERTIES FOR SUBSTANCE ABUSE TREATMENT FACILITIES; 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:

3. Ordinance No. 08-2014 Amending Chapter 2, Article II, Division 1, Section 2-32, Entitled “Mayor and Vice-Mayor” Pertaining to the Declaration of a State of Emergency

Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-32, ENTITLED “MAYOR AND VICE MAYOR” PERTAINING TO THE DECLARATION OF A STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinance No. 09-2014 Repealing Chapter 78, Appendix A, Article I, Division 4, Section 4-3(D) of the Town Code of Ordinances Thereby Eliminating the Compliance Date of July 5, 2014 for Nonconforming Landscape Parcels that Do Not Meet the Definition of a Substantial Modification or New Development

Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, APPENDIX A, ARTICLE I, DIVISION 4, SECTION 4-3 OF THE TOWN’S CODE OF ORDINANCES TO ELIMINATE SUBSECTION ‘D’ THEREOF REQUIRING LANDSCAPING COMPLIANCE WITHIN A PRESCRIBED TIMEFRAME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

5. Resolution No. 20-07-14 Establishing Sanitation Rates in Support of a Vehicle Replacement Program

Tab 5

6. Setting the 2014-2015 Non-Ad Valorem Assessed Stormwater Rates

Tab 6

7. Authorizing the Mayor to Execute the Tenth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw For the Period beginning October 1, 2014 through September 30, 2015

Tab 7

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, August 6, 2014

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2014

Agenda Item No. Tab 1

Agenda Title: Regular Commission Meeting Minutes of July 2, 2014

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

Approved by Town Manager D.S.S. **Date:** 7/2/14

Vivian Mendez - Town Clerk
 Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Meeting Minutes Exhibit "A" Exhibit "B" Exhibit "C"
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>VM</i> Please initial one.

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission Meeting Minutes of July 2, 2014.



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 2, 2014, 7:00 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, July 2, 2014 at 7:00 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioner Michael O'Rourke was absent.

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

SPECIAL PRESENTATIONS/REPORTS:

None

PUBLIC COMMENT:

Ben Frazier, 527 Sabal Palm Drive was seeking support of the national initiative for "Strengthen Family Dinners Week" that is being held September 21st through 28th.

Mayor DuBois suggested that Mr. Frazier provide him with the information to review.

CONSENT AGENDA:

1. **Regular Commission Meeting Minutes of June 18, 2014.**
2. **Resolution No. 18-07-14 Authorizing and Directing the Mayor to Execute an Interlocal Agreement with Palm Beach County for Participation in the Urban County Program for FY 2015-2017.**

Motion: Commissioner Flaherty moved to approve the Consent Agenda; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

3. **Ordinance No. 08-2014 Amending Chapter 2, Article II, Division 1, Section 2-32, Entitled "Mayor and Vice-Mayor" Pertaining to the Declaration of a State of Emergency**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-32, ENTITLED “MAYOR AND VICE MAYOR” PERTAINING TO THE DECLARATION OF A STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Public Comment Open:

None

Public Comment Closed:

Motion: Commissioner Flaherty moved to approve Ordinance No. 08-2014 on First Reading; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

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

4. Ordinance No. 09-2014 Repealing Chapter 78, Appendix A, Article I, Division 4, Section 4-3(D) of the Town Code of Ordinances Thereby Eliminating the Compliance Date of July 5, 2014 for Nonconforming Landscape Parcels that Do Not Meet the Definition of a Substantial Modification or New Development.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, APPENDIX A, ARTICLE I, DIVISION 4, SECTION 4-3 OF THE TOWN’S CODE OF ORDINANCES TO ELIMINATE SUBSECTION ‘D’ THEREOF REQUIRING LANDSCAPING COMPLIANCE WITHIN A PRESCRIBED TIMEFRAME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Sugerman and Community Development Director Nadia DiTommaso explained the item (see attached Exhibit “B”).

Commissioner Flaherty asked if property owners would be required to comply with the regulations if they were to redevelop a substantial portion of their property.

Community Development Director DiTommaso stated “yes” and explained that any redevelopment of greater than 50 percent of the assessed property value would require a property owner to comply with the regulations.

Town Manager Sugerman clarified that these regulations are part of the Town general Code requirement, not just the Northlake Boulevard Overlay Zone (NBOZ) requirement; therefore, property owners would be required to comply if they applied for any redevelopment of greater than 50 percent of the assessed property value.

Public Comment Open:

None

Public Comment Closed:

Motion: Commissioner Rapoza moved to approve Ordinance No. 09-2014 on First Reading; Commissioner Flaherty seconded the motion.

Vice-Mayor Glas-Castro explained why she supported the Ordinance.

Vote on Motion:

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

Motion passed 4-0.

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

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

QUASI-JUDICIAL HEARINGS

5. Ordinance No. 07-2014 An Application to Rezone a Vacant 28.66+ Acre Lot Along Congress Avenue from a Commercial-2 (C-2) Business District to a Planned Unit Development (PUD).

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING THE PROPERTY OWNED BY CONGRESS AVENUE PROPERTIES LTD. TO BE KNOWN AS THE CONGRESS BUSINESS PARK, LEGALLY DESCRIBED IN EXHIBIT “A”, FROM COMMERCIAL-2 (“C-2”) TO PLANNED UNIT DEVELOPMENT (“PUD”) AND AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE REZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

Disclosure of Ex-Parte Communications:

Commissioner Flaherty had no Ex-Parte communication to disclose.

Commissioner Rapoza had no Ex-Parte communication to disclose.

Vice-Mayor Glas-Castro explained that she had no communication to disclose since the previous Commission meeting. She explained that her sister-in-law is the agent for the applicant and that there are no conflicts of interest.

Mayor DuBois had no Ex-Parte communication to disclose.

Town Attorney Baird swore in all witnesses.

Dodi Glas of Gentile, Glas, Holloway, O'Mahoney explained the item (see attached Exhibit "C").

Discussion ensued between the Commission, staff, and Ms. Glas regarding the project.

Public Comment:

None

Public Comment Closed:

Motion: Vice-Mayor Glas-Castro moved to approve Ordinance No. 07-2014 on Second Reading; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

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

QUASI-JUDICIAL HEARINGS - RESOLUTIONS:

6. Resolution No. 16-06-14 Requested by Gentile, Glas, Holloway, O'Mahoney and Associates, as the Agent for the Applicant, Congress Avenue Properties LTD., for the Approval of a Planned Unit Development (PUD) Master Site Plan, "Congress Business Park PUD", for a Property Located on the Southeast Corner of North Congress Avenue and Watertower Road.

Discussion ensued between the Commission, staff, and Ms. Glas regarding the master site plan.

The Commission included the following conditions to Resolution 16-06-14:

8. Following of approval of individual site plans the owner shall submit an updated master plan.

9. Requiring the applicant to modify the master plan to show the pedestrian circulation system.
10. Individual site plans shall incorporate pedestrian amenities and spaces.
11. No fencing around the retention areas.

Motion: Commissioner Flaherty moved to approve Resolution 16-06-14 as amended; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird wished everyone a happy Fourth of July.

Town Manager Sugerman provided a status report on the Crime Watch signs that are located around the Town as requested by the Mayor at the last meeting. He explained that the Palm Beach County Sheriff's Office (PBSO) has provided four (4) additional signs.

The Commission asked Lt. Vassalotti to replace deteriorated signs and suggest additional locations where the additional signs would be most effective.

Town Manager Sugerman reminded the Commission to fill out their legislative priorities form and return them to him. He stated that the Northern Palm Beach County Chamber of Commerce is working with Starmark on a branding initiative for the northern section of Palm Beach County and are requesting the Town's support. The Commission requested additional information before making a decision on supporting the initiative and allocating funds.

Commissioner Rapoza congratulated Mr. & Mrs. Anderson for being selected "Property of the Month". She wished everyone a happy Fourth of July.

Commissioner Flaherty wished everyone a happy Fourth of July.

Vice-Mayor Glas-Castro thanked staff for a great Sunset Celebration. She wished everyone a happy Fourth of July.

Mayor DuBois explained that during the last Sunset Celebration he was invited to give a speech at a "Peach and Feast" fest in Riviera Beach. He stated that a few days earlier he heard the Town Manager give a speech, which inspired him to write and deliver his own

speech with purpose. He explained that he participated in a conference call regarding the update of the Federal Emergency Management Agency (FEMA) flood maps. He offered his condolences to the family of Bert Bostrom who passed away on June 21, 2014.

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 8:25 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014



Town of Lake Park Town Commission

Exhibit "A"

Agenda Request Form

Meeting Date: July 2, 2014

Agenda Item No. Tab 3

Agenda Title: An Ordinance of the Town Commission of the Town of Lake Park, Florida, Amending Chapter 2, Article II, Division 1, Section 2-32, Entitled "Mayor and Vice Mayor" Pertaining to the Declaration of a State of Emergency

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 6/20/14

Name/Title *Barbi McKeethon-Sewer*
HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Ordinance ***-2014 <u>08</u>
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>BMT</u> Please initial one.

Summary Explanation/Background:

Currently, the Town of Lake Park Code of Ordinances does not contain any language authorizing the Mayor or any other local official to declare a state of local emergency. The purpose of this agenda item is to amend the Town Code of Ordinances to empower the Mayor, the Vice Mayor, or in their absence the first available Commissioner of the Town under specific circumstances to declare that a state of emergency exists within the boundaries of the Town should such emergency or disaster situation exist, and to exercise the emergency powers authorized by Florida Statute.

The Town Manager believes that this Ordinance is in the best interest of the Town and necessary to further the public health, safety and welfare of its citizens, and recommends approval.

Recommended Motion: I move to approve Ordinance ^{***}₀₈-2014 on first reading.



Town of Lake Park Town Commission
Agenda Request Form

Exhibit "B"

Meeting Date: July 2, 2014

Agenda Item No. *Tab 4*

Agenda Title: AN ORDINANCE REPEALING CHAPTER 78, APPENDIX A, ARTICLE I, DIVISION 4, SECTION 4-3(D) OF THE TOWN CODE OF ORDINANCES THEREBY ELIMINATING THE COMPLIANCE DATE OF JULY 5, 2014 FOR NONCONFORMING LANDSCAPE PARCELS THAT DO NOT MEET THE DEFINITION OF A SUBSTANTIAL MODIFICATION OR NEW DEVELOPMENT.

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

Approved by Town Manager _____

Date: _____

6/23/14

Nadia Di Tommaso / Community Development Director
 Name/Title

Originating Department: Community Development	Costs: \$0 Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: →ORDINANCE ⁰⁹ __-2014 →Inventory of parcels
Advertised: Date: <i>N/A on 1st 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 <i>ND</i> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

As the Commission is no doubt aware, Northlake Boulevard has been designated to exist as a special zoning district. In particular, it is referred to as the Northlake Boulevard Overlay Zone (NBOZ) and all of the parcels of land fronting the south side of Northlake Boulevard must comply with any special regulations assigned to this zoning district.

The history on these parcels goes back approximately 30-50 years in time. Northlake Boulevard is the only corridor in the Town that *requires additional landscaping AND compliance within a specified timeframe* because it is part of the NBOZ, an overlay zone which has its own set of Code requirements in addition to the Town's general Code. For example, the NBOZ requires increased buffer widths of 20 feet for properties having at least 150 feet of frontage (instead of the general Code requirement of 15 feet which is still strenuous for these uniquely-sized parcels) and one tree per 30 feet for interior buffers instead of one tree per 40 feet which is the general code for interior lot lines. Therefore, let alone the fact that these uniquely-sized properties were, for the most part, built prior to the Town's GENERAL landscaping Code which was adopted in 1978 and modified over time, they naturally do not meet the NBOZ landscaping Code which also IMPOSES a compliance date. This Overlay is shared by Palm Beach County (PBC), the City of North Palm Beach (NPB) and the City of Palm Beach Gardens (PBG), who along with Lake Park, jointly represent the Northlake Boulevard TaskForce (NBTF). While PBC, PBG and NPB adopted the NBOZ guidelines in 1998, Lake Park only joined the NBTF and adopted the regulations on July 5, 2006.

The NBOZ landscaping regulations are very similar to the Town Code landscaping requirements, however, they do differ in certain areas, as briefly mentioned above.. All other parcels in Town DO NOT have a set compliance date for landscaping, but rather this compliance is prompted by certain site modifications, which include substantial renovations.

Attached to this agenda item is an inventory of all 39 parcels located in the Town along the south side of Northlake Boulevard. Of these 39 parcels, only the new developments since the adoption date of the regulations namely, Target, L.A. Fitness and Chick Fil-A, were able to fully meet the NBOZ requirements. Even though Target and L.A. Fitness were built prior to 2006, these parcels were developed in such a way that the actual buildings are located in the Town however, the parking areas and perimeter landscape buffers are located in the City of Palm Beach Gardens, which already had the NBOZ in place when these sites were developed. The remaining parcels along Northlake Boulevard have been addressed over the years and the various property owners have worked with staff to incorporate additional plantings as was feasible, however, they are physically unable to meet all of the NBOZ landscape requirements due to lot size, parking requirements and circulation limitations, and may actually never be able to fully meet the NBOZ requirements until they are substantially redeveloped, or without waivers currently being granted.

As a business-friendly initiative, which is also considered a practical one given that almost all of the Town's properties located on the south side of Northlake Boulevard do not meet, and as currently configured, are unable to meet, all of the NBOZ landscaping requirements, staff is requesting that the Town Commission consider eliminating the compliance date of July 5, 2014 (i.e. 8 years from July 5, 2006), with the following understanding:

- (1) While the Code allows for administrative waivers for code sections that would otherwise interfere with the parking, or overall operation of the subject property's business, this will eliminate the need to administratively waive every single section of the NBOZ code for every single parcel that cannot meet the requirements at this point in time; and

- (2) Staff is continuing to work with 8 properties along the corridor regarding landscape maintenance and compliance issues according to the landscape plans we have on file and will continue to do so should any issues arise in the future with any additional parcels.
- (3) Eliminating the compliance date for parcels *now* does not eliminate the requirement for compliance (*or future waivers being granted*) if a parcel is *substantially renovated*:

Sec. 4-3. Nonconforming landscape areas.

A. *Nonconformities established.* All development constructed prior to the effective date of these regulations that do not conform with the provisions of this division shall be considered nonconforming.



1. If nonconforming landscaping is damaged or destroyed by any means to the extent of 50 percent or more of its replacement value at the time of the damage, the replacement landscaping and elements must conform to all of the provisions of this division.

B.

Maintenance. Nonconforming landscape areas are not exempt from minimum maintenance standards.

C.

Amendments to the approved plan. The following types of amendments to a previously approved development plan shall require the review of the landscape plan for the entire site using the minimum landscape standards in this division:



1. Increase in the total square footage of any building by more than 20 percent;
2. Increase in the number of structures; or
3. Increase in the building height of any building.

Staff intends on notifying the NBTF members of this proposed elimination if approved by the Town Commission.

Recommended Motion: I move to APPROVE Ordinance 09-2014 on first reading.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "C"

Meeting Date: July 2, 2014

Agenda Item No. *Tab 5*

AGENDA TITLE: AN APPLICATION TO REZONE A VACANT 28.66± ACRE LOT ALONG CONGRESS AVENUE FROM A COMMERCIAL-2 (C-2) BUSINESS DISTRICT TO A PLANNED UNIT DEVELOPMENT (PUD).

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- QUASI-JUDICIAL PUBLIC HEARING ORDINANCE ON 2nd READING**
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____

Date: _____

6/19/14

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ Legal Ad Funding Source: Town Clerk Acct. # 106-48100 <input type="checkbox"/> Finance _____	Attachments: → Ordinance 07-2014 → Staff Report → Applicant's application → Legal Ad
Advertised: Date: Palm Beach Post Paper: 06-22-2014 <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 <u>ND</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

This is a request from Gentile, Glas, Holloway, O'Mahoney and Associates as the Agent for the applicant, Congress Avenue Properties Ltd., who is also the current owner of the property, to rezone a vacant 28.66± acre parcel of land located on the southeast corner of Watertower Road and North Congress Avenue, as illustrated from its present zoning of Commercial-2 (C-2), to a zoning designation of Planned Unit Development (PUD).



A Planned Unit Development (PUD) zoning district is a unique type of zoning which is intended to promote a general theme of unity with certain aspects of development for a parcel of land which can have a variety of different types of developments within its boundaries. The objective of a PUD is to have certain elements develop in a uniform manner and under unified control, throughout the larger parcel, even when portions of the larger parcel are subsequently subdivided into different uses. While similar to conventional zoning districts, the PUD concept is designed to incorporate a variety of compatible uses from the underlying zoning district; which in this case is the C-2 business district.

The uniform elements imposed within the boundaries of a PUD are regulated and controlled via a PUD Master Site Plan which, if this recommended rezoning is **ADOPTED** by the Commission, will be the next item presented to the Commission for consideration. Given that a PUD Master Site Plan cannot be considered until a rezoning is **adopted** by Ordinance first, staff is requesting that the Town Commission **ADOPT** the rezoning from C-2 to a PUD for the subject parcel on **second reading**. Given that the rezoning approval and the PUD Master Site Plan approval go hand-in-hand, the materials supporting this agenda item include the staff report which serves to fully outline both the rezoning and the PUD Master Site Plan approval in an attempt to provide the Commission with advanced familiarity of the details of the Site Plan which will be presented next on the agenda, following consideration of this rezoning item.

Town Commission 1st reading (June 18, 2014): [Approved 4-0.](#)

Recommended Motion: I move to **ADOPT Ordinance 07-2014 on second reading.**



**TOWN LAKE OF PARK
TOWN COMMISSION
MEETING DATE: July 2, 2014**

(2nd Reading of Rezoning ORDINANCE only)
Staff Report

****THIS STAFF REPORT ECOMPASSES THE REZONING AND THE PUD MASTER SITE PLAN APPROVAL WHICH ARE LISTED AS SEPARATE AGENDA ITEMS ON THE TOWN COMMISSION AGENDA SOLELY BECAUSE THEY REQUIRE SEPARATE MOTIONS****

APPLICATION:

An application to rezone a vacant 28.66± acre lot along Congress Avenue from the Commercial-2 Business District to a Planned Unit Development, and the approval of a PUD Master Site Plan for the proposed Congress Business Park Planned Unit Development.

APPLICANT'S REQUEST AND PROJECT DETAILS: Gentile Glas Holloway O'Mahoney & Associates as the Agent for the applicant, Congress Avenue Properties Ltd ("Applicant"), has submitted an application to rezone a vacant 28.66± acre lot located on the southeast corner of Watertower Road and Congress Avenue ("Site") from the Commercial-2 (C-2) Business District to a Planned Unit Development (PUD). The Site currently has a future land use designation of Commercial/Light Industrial. The rezoning would be consistent with the future land use designation. The Site is located south of Watertower Road and north of the property where the Army Reserve facility has been constructed along Congress Avenue.

Additionally, the Applicant has submitted and is requesting the approval of a PUD Master Plan. The PUD Master Plan shows the boundaries of the PUD and a proposed interior roadway network. The uses within the PUD would include those permitted and special exception uses which are listed in the underlying C-2 Zoning District. The PUD Master Plan applies the C-2 Zoning District boundary setbacks and land development regulations. The PUD Master Plan also depicts the details for monument signs, perimeter and interior landscape buffers, and pedestrian connections for the Site. The Applicant's Project Summary and Master Plan Sheet M-1 presents architectural styles and colors for the buildings to be developed within the Site, to provide some uniformity within the PUD.

The Applicant has also submitted a Minor Replat application for certain parcels within the Site, a procedure which will be completed administratively assuming the PUD Master Plan is approved. While this rezoning application does not include the development of any specific uses, the Property Owner, or Agent, is required to submit applications for individual site plans for the development of

uses within the subdivided parcels. The site plan applications (and any applications for special exception uses) are subject to the review of the Planning & Zoning Board and the approval of the Town Commission.

One of the proposed parcels depicted in the Minor Replat is the roadway extension of Park Avenue. The Palm Beach County Traffic Engineering Department has already issued a Right-of-Way construction permit for the construction of this extension. Palm Beach County will retain ownership of this roadway after which it will be conveyed to the Town through a Special Warranty Deed and Bill of Sale listing the improvements being turned over to the Town. The Town Engineer is also responsible for ensuring the roadway is being built to engineering standards and the Applicant is responsible for these review costs. The extension of Park Avenue provides access on the south side of the Site. Additional access to the PUD from Congress Avenue will also be provided through the creation of two curb cuts, as indicated on the proposed plans, both of which have already received permit approval through Palm Beach County.

STAFF RECOMMENDATION

REZONING: Staff recommends that the Planning & Zoning Board **APPROVE** the Rezoning of the Site from the C-2 Business District to a PUD.

PUD MASTER SITE PLAN:

Staff recommends that the Planning & Zoning Board **APPROVE** the PUD Master Plan with Conditions 1 through 7.

PLANNING & ZONING BOARD RECOMMENDATION (June 2, 2014):

Approved 4-0 with additional conditions 6 and 7 and modification to condition 2 to require the Applicant to submit the Unity of Control document prior to any building permit being issued.

TOWN COMMISSION (June 18, 2014 Meeting): APPROVED the 1st reading of the Rezoning Ordinance.

BACKGROUND:

Agent:	Gentile Glas Holloway O'Mahoney & Associates
Applicant/Owner(s):	Congress Avenue Properties LTD
Address/Location:	Congress Avenue (not yet assigned)
Net Acreage:	28.66 acres
Legal Description:	19-42-43, PT OF SE 1/4 LYG BET WATER TOWER RD R/W & PB21P3 & E OF & ADJ TO CONGRESS AVE R/W (LESS SLY 728.69 FT & PT K/A
Existing Zoning:	Commercial-2 (C-2) Business District
Future Land Use:	Commercial/Light Industrial

Adjacent Zoning

North:	Commercial-2 (C-2) Business District
South:	Commercial-4 (C-4) Business District
East:	Campus Light Industrial/Commercial (CLIC)
West:	Traditional Neighborhood District (TND)

Adjacent Existing Land Use

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed rezoning and PUD Master Plan is consistent with the goals, objectives and policies of the Town’s Comprehensive Plan. The proposed PUD furthers the following Objective and Policies of the Town’s Comprehensive Plan:

Future Land Use Element

Policy 1.5: *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards.*

Staff Response: The Property Owner has submitted the PUD Master Plan to promote development of the Site pursuant to individual site plan applications for particular uses. The approval of the PUD may only increase the Site’s assessed value marginally; however, as individual parcels are developed the assessed values of those properties will increase.

Policy 1.6: *Land development regulations shall contain performance standards which:*
a. Address buffering and open space requirements; and
b. Landscaping requirements.

Staff Response: The proposed PUD Master Plan includes a Perimeter Landscape Buffer that meets and in some areas exceeds the minimum landscaping requirements of Code Section 78-253. The approval of the PUD will also establish criteria for the interior landscape buffers to provide some uniformity for the development of individual parcels within the Site.

Policy 1.8: *New development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development.*

Staff Response: The Applicant is securing the necessary commitments from the Seacoast Utility Authority to provide central water and wastewater systems to serve the Site.

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

Staff Response: The Applicant, on behalf of the Property Owner, has submitted permits which have been received from the SFWMD pertaining to the management of stormwater on the Site. The Town's Engineer has confirmed that the application is consistent with Policy 2.1.

Objective 3: *All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet level of service standards are available concurrent with the impacts of the development. Further, require that all on-site lands for rights-of-way, easements, etc., be conveyed to the proper authority prior to final project approval.*

Staff Response: The Applicant has demonstrated that the public facilities which are necessary to meet the level of service standards of the Town's Comprehensive Plan are, or will be available concurrent with the impacts of the development of the Site.

Objective 5. *As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

Staff Response: The PUD Master Plan is likely to promote infill development along the Congress Avenue corridor which is consistent with existing developed properties.

CONSISTENCY WITH SECTION 78-77 PLANNED UNIT DEVELOPMENT (PUD)

1.

[General provisions.]

(a)

Purpose and intent. The achievement of innovative use and site design in the development of land is often difficult or impossible within the context of conventional zoning regulations. In order to permit design flexibility and to facilitate the use of contemporary land development techniques, it is often advantageous to establish planned unit developments in which development is in harmony

with the general purpose and intent of the town's land use regulations, general planning program and comprehensive plans, but which may differ in one or more respects from the provisions of specific zoning regulations.

Staff Response: It is the intent of the Applicant to create the PUD to facilitate the development of a variety of uses that are integrated with the interior roadway improvements. In addition, the creation of a PUD promotes uniformity in the development of the Site by incorporating regulations related to permanent signage, perimeter and interior landscape buffers, pedestrian connections and architectural styles and color.

(b)

[Additional intentions.] The planned unit development regulations are intended to:

(1)

Provide the method by which property may be developed or redeveloped as a unit rather than on a lot-by-lot basis as provided for in the town's other zoning regulations.

(2)

Provide a maximum of design freedom by permitting the planned unit development applicant an opportunity to more fully utilize the physical characteristics of the site through the reduction or waiver of certain development regulations and the planned mixing of uses.

(3)

Require that property approved by the town commission for a planned unit development will be developed through a unified design providing continuity among the various elements causing a better environment.

Staff Response: While the Property may be subject to several individual Site Plan applications in the future, the Applicant is proposing a unified design for the PUD. Uniformity will be achieved because the approval of the creation of the PUD would adopt specific standards for the architecture and colors of the buildings, the location of signage throughout the Site, the perimeter and interior landscape buffers, and the creation of pedestrian connections between individual parcels within the Site.

(c)

[Applicability.] A planned unit development, by definition, may depart from the strict application of use and property development regulations for the zoning district in which the planned unit development is proposed to be located. However, these regulations should not be used as a means of evading the ordinances of the town and should be employed only when there are mutual benefits to both the planned unit development applicant and the community. It is intended that a planned unit development provide substantial public benefit.

(d)

[Benefits.] The benefits of a planned unit development are intended to include the ability of the planned unit development applicant and the town to: utilize a variety of architectural solutions; provide for the preservation of natural features and scenic areas; reduce land utilization for roads, separate vehicular and pedestrian circulations systems; allow for the meaningful integration of open space and recreation areas; and establish neighborhood identity and focus.

Staff Response: The PUD promotes architectural variety by including at least three articulation techniques on all building walls and promoting a uniform architectural style and colors, and uniform signage throughout the Site. The PUD also includes both Perimeter and Interior Landscape Buffer details to ensure that the Site's landscaping is integrated with the areas of open space planned for the Site. The proposed internal vehicular roadway network will also allow for a pedestrian circulation system to be incorporated within future site plan applications and it creates connections internal to the site which the PUD requires.

(5)

Planned unit development (PUD). A land area under unified control designed and planned to be developed in a single operation or by a series of prescheduled development phases according to an officially approved final master site plan which does not necessarily correspond to the development and use regulations of the zoning district in which the property is located.

Staff Response: The Applicant has provided evidence that the land area is under unified control with only one current owner, however a Unity of Control document will be required should this change and this document, which includes maintenance responsibilities, will be conditioned. The application is proposing a PUD Master Plan which conceptually outlines the boundary of the PUD; an internal roadway system; signage, landscaping and architectural details. The PUD Master Plan is proposing to provide the general development framework by which specific site plan applications will need to follow, and is proposing the installation of an interior roadway network to creatively divide the site into marketable areas. While the Applicant is relying on the individual site plan applications for the installation of proposed perimeter landscape buffers, if within 36 months the site is not fully developed via these site plan applications, the Applicant will be required to install the perimeter landscape buffers as proposed in the PUD as a condition of approval. The overall site has been reviewed for a potential of 90,000 square feet of retail capacity, 126,000 square feet of light industrial capacity; gasoline station and 5,928 square feet of convenience store capacity, with an overall site built-out traffic concurrency date of December 31, 2018, as reviewed and approved by Palm Beach County's Traffic Engineering Division through a letter issued February 20, 2014. Final site plan approvals will be required for each use within the PUD. The Applicant has demonstrated that the public facilities which are necessary to meet the level of service standards of the Town's Comprehensive Plan are or will be available concurrent with the impacts of the development of the site. SFWMD permit for the management of storm water and commitments from Seacoast Utility Authority to provide central water and wastewater have been received.

→PUBLIC BENEFIT: The Applicant is proposing a PUD to incorporate uniform standards throughout the Site, including the signage, architecture, and landscaping. The creation of the PUD will facilitate the construction of the Park Avenue extension sooner, rather than later. The Town and Palm Beach County have been working together for more than 8 years to provide an east-west connection from Congress Avenue to the existing Park Avenue.

STAFF RECOMMENDATIONS

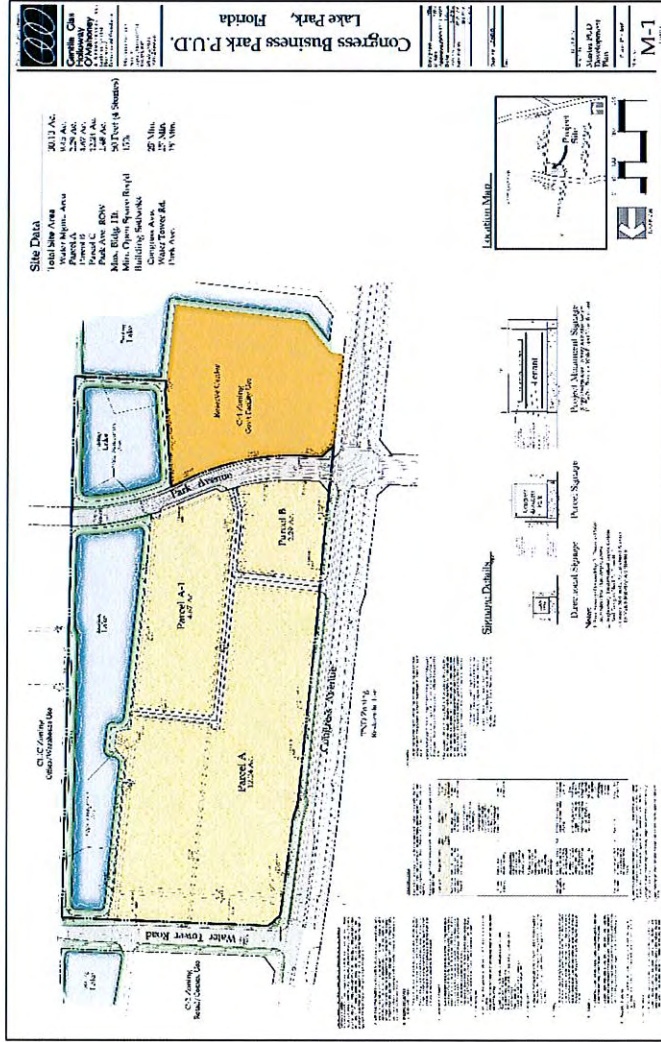
✦ **REZONING:** Staff recommends that the Town Commission **ADOPT** the Ordinance, rezoning the parcel from C-2 to PUD.

✦ **PUD MASTER SITE PLAN:** Staff recommends **APPROVAL** of the PUD Master Site Plan subject to the following conditions:

1. The Owner shall improve the Property such that it is consistent with the following Plans:
 - a. Master PUD Development Plan referenced as sheet M-1 prepared by Gentile Glas Holloway O'Mahoney & Associates, signed and sealed May 14, 2014 and received and dated by the Department of Community Development on May 15, 2014.
 - b. Master PUD Landscape Plan, referenced as sheet LP-1 and prepared by Gentile Glas Holloway O'Mahoney & Associates, signed and sealed April 22, 2014 and received and dated by the Department of Community Development on April 23, 2014.
 - c. PUD Landscape Plan, referenced as sheets LP-2 through LP-10 and prepared by Gentile Glas Holloway O'Mahoney & Associates, signed and sealed April 22, 2014 and received and dated by the Department of Community Development on April 23, 2014.
 - d. Landscape Specification Plan referenced as sheet LP-11 and prepared by Gentile Glas Holloway O'Mahoney & Associates, signed and sealed April 22, 2014 and received and dated by the Department of Community Development on April 23, 2014.
 - e. Engineering Plans for interior roadway network referenced as Sheets C-1 through C-16, prepared by Smiley & Associates, signed and sealed May 16, 2014 and received and dated by the Department of Community Development on May 16, 2014.
2. Prior to the issuance of any building permit, the Owner shall submit a unity of control instrument. This instrument shall be subject to the review and approval of the Town Attorney, following which the Owner shall record it in the Public Records of Palm Beach County. The Owner shall return a copy of the instrument with the recording information contained thereon to the Department of Community Development.
3. The Owner's successors and assigns shall be subject to the approved PUD Master Plan.
4. The Applicant is required to install the proposed perimeter landscape buffers within 18 months of approval of the PUD if the Property is not fully developed with these buffers by this expiration.
5. **Cost Recovery.** The Owner shall reimburse the Town for all fees and costs, including legal fees incurred by the Town in reviewing the Ordinance approving the rezoning and the Resolution approving the PUD Master Plan within 10 days of receipt of an invoice from the Town. The Owner's failure to pay the Town within the 10 days of receipt of the invoice shall result in the automatic suspension of the approval and the processing of any permits or other applications which are in progress, and may be cause for the revocation of any approvals by the Town.
6. At such time as the Owner proposes a Site Plan to develop the parcel within the PUD which abuts Watertower Road, the Owner shall provide an easement and incorporate the same in the Plat to ensure cross access between this parcel and the other Parcels within the PUD. Additional interior roadways and curb cuts that are incorporated within the Property to accommodate future parcel development shall require the submission of individual applications for a site plan.
7. Prior to the issuance of the first building permit, the Owner shall amend the Plat such that it is consistent with the Unity of Control instrument.

Proposal

- Located at the South east corner of Water Tower Road and Congress Avenue (north of Reserve Center)
- Rezoning from C-2 to PUD with underlying C-2



Background

- Property is a Commercial Light Industrial Land Use parcel that was rezoned in 2008 to C-2.
- Surrounded by C-2 zoning to the north; C-4 south; CLIC to the east; and TND across Congress to the west.

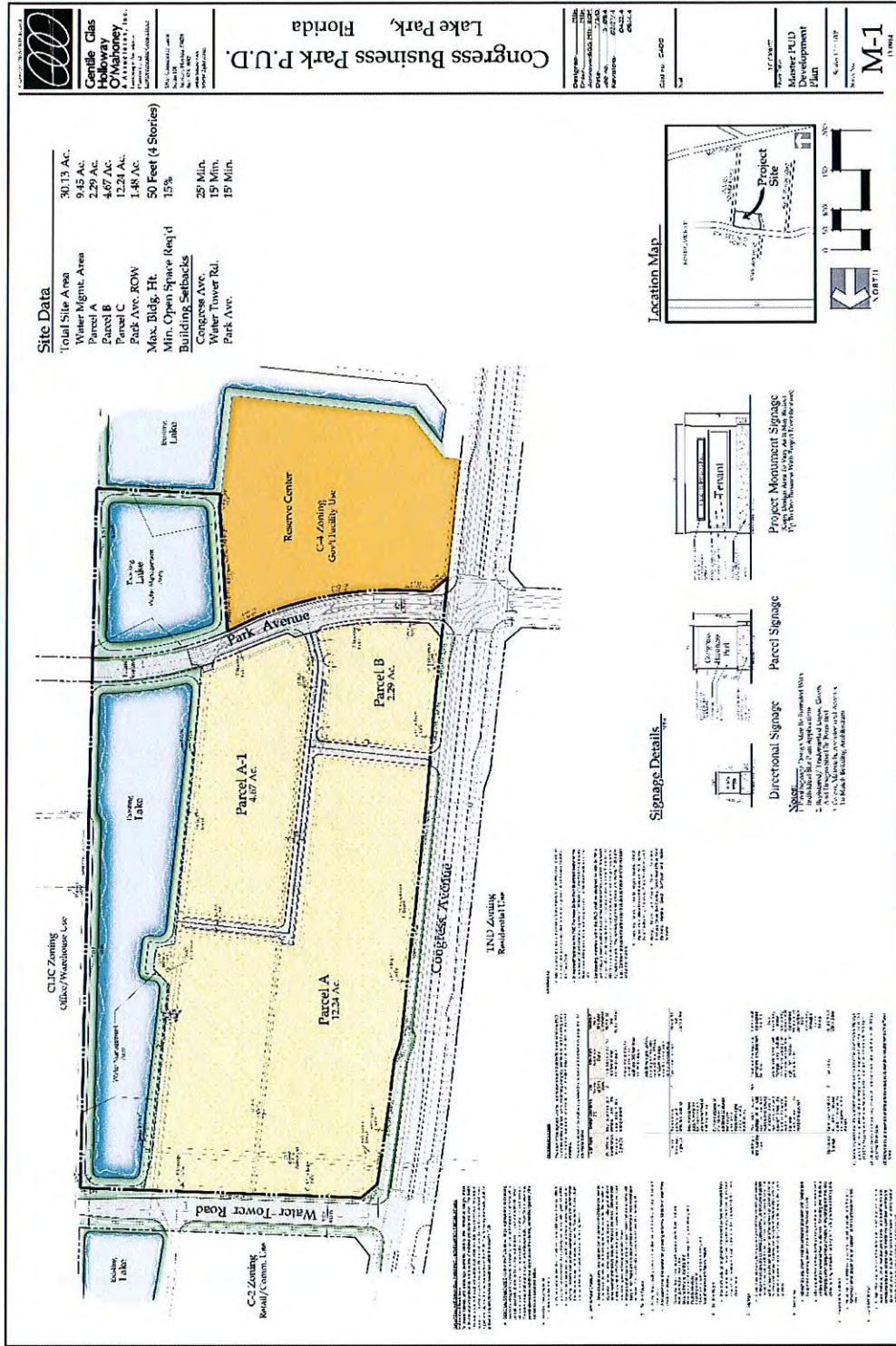


Proposal

- PUD Master Plan with design standards which permits for the site to develop in a unified way through architecture, signage and landscape
- It also provides for coordinated access and circulation as well as the alignment of Park Avenue Extension



Congress Business Park



PUD Standards

- Internal access and circulation for vehicular and pedestrians
- Architecture – unifying character to create campus setting
- Signage- to facilitate thematic approach for the entire PUD
- Landscape- to create a sense of place using similar materials with accents



PUD Architecture

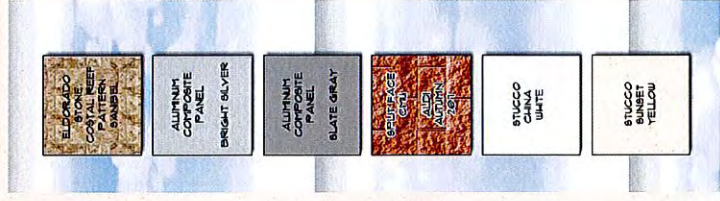
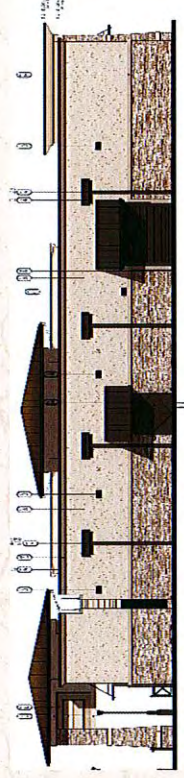
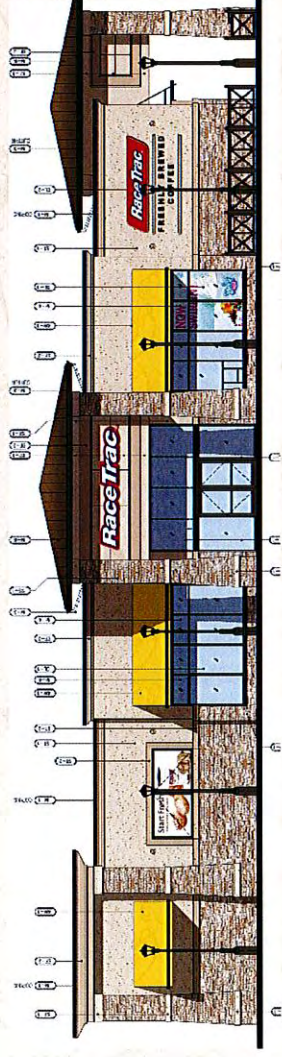
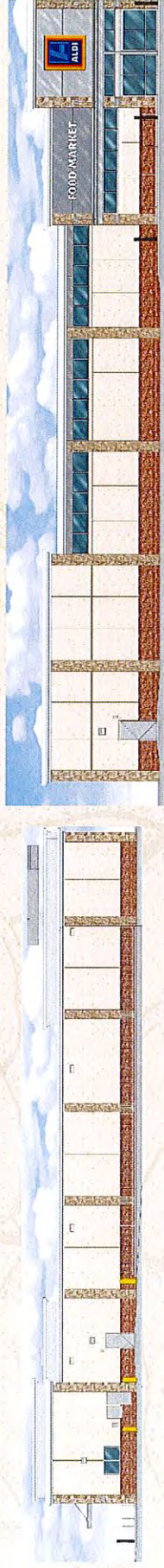
Building Articulation and design including:

- Architectural Style
- Colors
- Materials
- With opportunities for individual accent and interest of parcels



GENTILE GLAS
HOLLOWAY
O'MAHONEY

PUD Architecture- Example



Specifics

- Architecture to be 4 sided
- Contemporary
- Natural color schemes
- Concrete, Stucco finishes, with banding, split face block/ stone character elements.
- Accents of metal fixtures, awnings and colors for pop.



GENTILE GLAS
HOLLOWAY
O'MAHOONEY

PUD Signage

Unified approach

- Format to relate to the architecture
- Design size and materials
- Recognize branding and registered logos and colors but use as accent for interest
- Provides for Project ID with tenants



PUD Signage- Example



Signage Details



Directional Signage
 Notes:
 1. Final Signage Design May Be Provided With
 2. Background/ Toolmarkings/ Logos, Colors
 3. Colors, Materials, Architectural Aveniks
 To Match Building Architecture

Parcel Signage
 Notes:
 1. Final Signage Design May Be Provided With
 2. Background/ Toolmarkings/ Logos, Colors
 3. Colors, Materials, Architectural Aveniks
 To Match Building Architecture

Project Monument Signage
 Notes:
 1. Final Signage Design May Be Provided With
 2. Background/ Toolmarkings/ Logos, Colors
 3. Colors, Materials, Architectural Aveniks
 To Match Building Architecture



PUD Landscape

Establishes a theme for the entire site to provide for a sense of place and arrival.

Use of common landscape materials including natives and ones used in corridor and in Lake Park



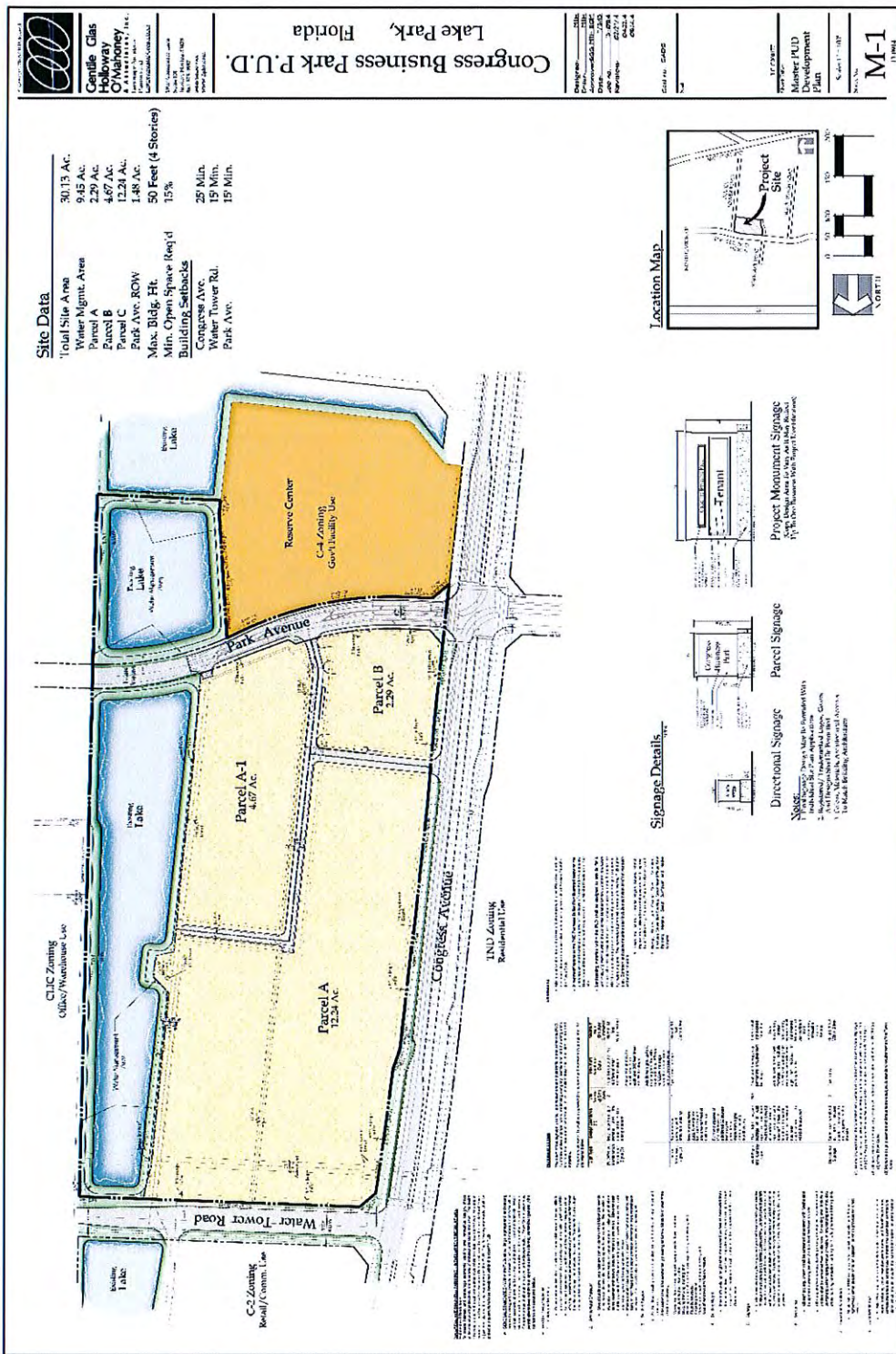
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PUD Landscape Materials

- Trees and Palms- Royals, Sabals, Thatch Pigeon Plum, Buttonwoods, Pines, Seagrapes;
- Hedge, Shrubs and Ground Cover- Cocoplum, Firebush, Ilex species, Palmetto, Beach Sunflower and Native grasses



Congress Business Park

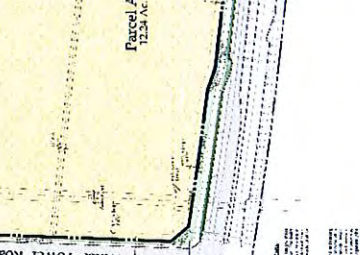


Gentile, Glas, Holloway, O'Mahoney
 Architects, Inc.
 1210 N. Orange Ave., Suite 200
 Orlando, FL 32804
 Phone: 407.850.1234
 Fax: 407.850.1235
 www.gentileglas.com

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

DATE FOR CADS: [blank]
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]
 DATE: 11/15/11

Project No.: 117500
 Master PUD:
 Subdevelopment
 Plan:
 Scale: 1"=100'
 Sheet No.: **M-1**
 of 11



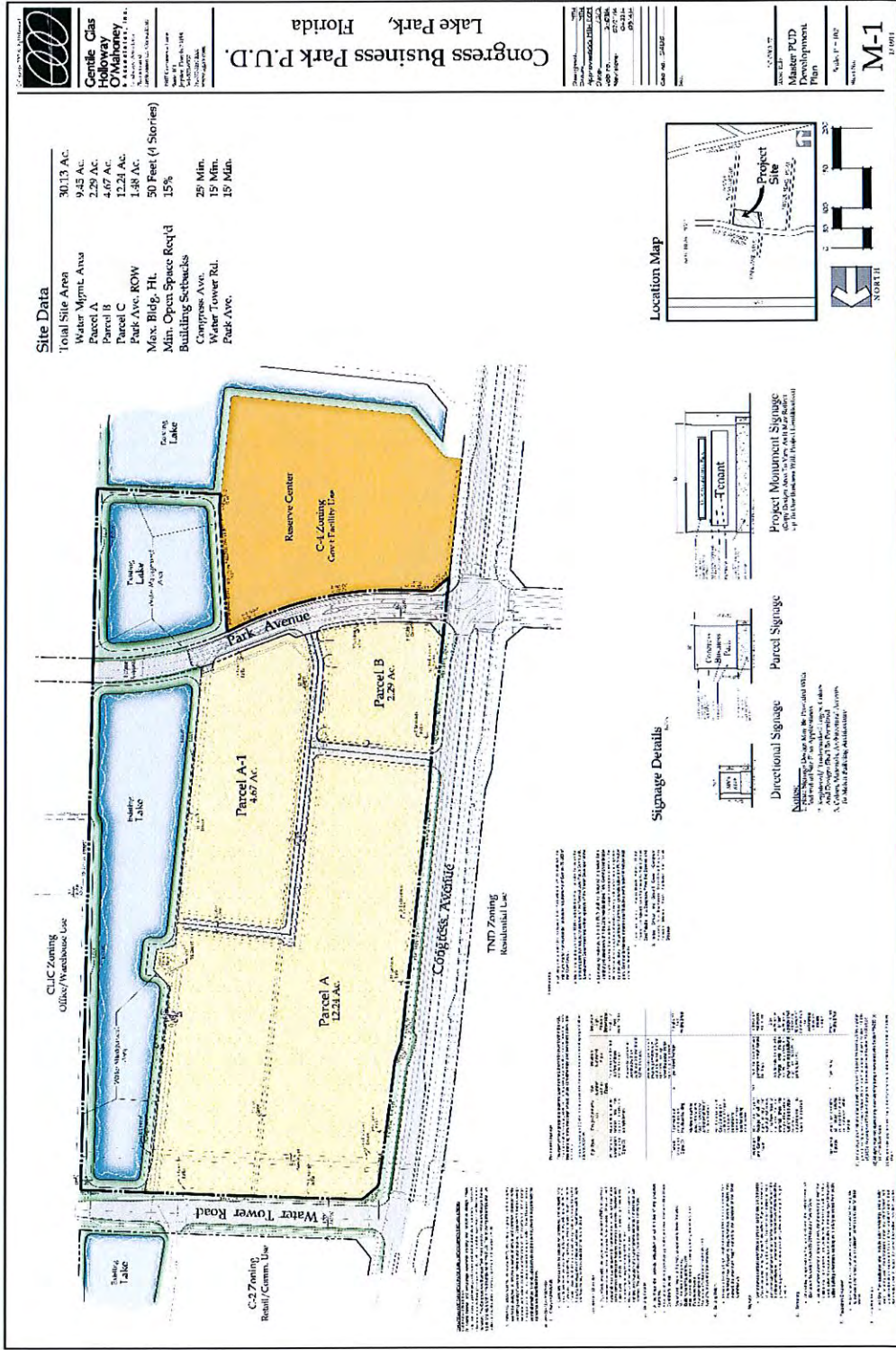
Notes:

1. See attached PUD for detailed site information.
2. All dimensions are to centerlines unless otherwise noted.
3. All signage shall be constructed in accordance with the Florida Department of Transportation (FDOT) Manual on Uniform Traffic Control Devices (MUTCD).
4. All signage shall be constructed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.
5. All signage shall be constructed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Signs, Signs and Markings.
6. All signage shall be constructed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Traffic Signs and Markings.
7. All signage shall be constructed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Traffic Signs and Markings.



**GENTILE GLAS
 HOLLOWAY
 O'MAHOONEY**

Congress Business Park



Ordinance
on
First
Reading

TAB 2



Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 16, 2014

Agenda Item No. *Tab 2*

Agenda Title: AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 TO MODIFY THE DEFINITION FOR "SUBSTANCE ABUSE TREATMENT FACILITY" AND AMENDING CHAPTER 78, ARTICLE III, SECTION 78-71 (2)(F) TO ELIMINATE THE DISTANCE SEPARATION REQUIREMENT TO RESIDENTIAL PROPERTIES FOR SUBSTANCE ABUSE TREATMENT FACILITIES.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____

[Signature]

Date: _____

6/30/14

Nadia Di Tommaso / Community Development Director
 Name/Title

[Signature]

Originating Department: Community Development	Costs: \$0 Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: →ORDINANCE <u>10</u> -2014 →Town Code Excerpts for Substance Abuse Treatment Facilities
Advertised: Date: <i>N/A on 1st 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 <i>ND</i> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Every now and again staff comes across certain regulations of the Town Code of Ordinances that are inconsistent with other sections of the Town Code and brings them forward to the Town Commission for consideration. In this case, a third-party attorney working alongside a new business applicant, alerted staff of certain inconsistencies in the Code.

As the Town Commission is probably already aware, all properties in Town are regulated pursuant to their corresponding zoning district designations. A majority of the south side of Northlake Boulevard is designated as a Commercial-1 (C-1) zoning district. As with all zoning districts, there is a list of permitted uses (for example, professional offices, restaurants, etc.) which may operate within the zoning district “by right”. That is, no special permission is needed for any type of use that is on the list of permitted uses for that zoning district. Additionally, there are other types of uses that are allowed in a particular zoning district, but those uses are not allowed to operate “by right” but rather, they need permission to operate as part of a special exception use which requires an additional public hearing review process based on their potential impacts to the surrounding neighborhood where they are proposing to locate the particular use.

A “substance abuse treatment facility” is one of the special exception uses permitted in the C-1 zoning district under Section 78-71(2)(f). However, this is the **ONLY** zoning district that lists the use of a “substance abuse treatment facility” with an additional distance separation requirement of 1,500 feet to residential properties. This additional separation requirement is problematic due to the fact that all but maybe a few properties located along Northlake Boulevard are immediately adjacent to residential properties. That is, virtually all property fronting the south side of Northlake Boulevard is basically separated by 0 (zero) feet from residential property. It is further problematic in that substance abuse treatment facilities are actually **PERMITTED BY SPECIAL EXCEPTION APPROVAL** in ALL RESIDENTIAL zoning districts. This therefore creates an unsustainable conflict in the Town Code. To that end, staff recommends eliminating the distance separation language as follows:

Chapter 78, Article III

Sec. 78-71. C-1 business district.

(2)(f) Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility ~~or within 1,500 feet of a residential zoning district~~

Finally, understanding that each zoning district has certain uses that are permitted by right (in other words, can be approved administratively by staff) and other uses that are permitted by special exception use application (Town Commission approval required), staff is also proposing to modify the *substance abuse treatment facility* definition in Section 78-2, as follows:

CHAPTER 78, ARTICLE I

SECTION 78-2

Substance abuse treatment facility means a facility having one or more service components that are not otherwise permitted by right by the governing zoning district and that are operated by service providers licensed by the state as defined in F.S. ch. 397.

This modification would prevent the “double-obstruction” effect from taking place. For example, if a Doctor of Psychology proposes a ‘professional office’ to counsel individuals with eating disorders, this would currently be classified as a “professional office” in the C-1 zoning district and would be permitted to locate in this zoning district “by right”. However, if this same Doctor of Psychology also counsels patients in recovery, which is considered *one* component of a ‘substance abuse treatment facility’ licensed by the State of Florida, this service would not be permitted “by right” solely based on the ‘type’ of individual being counseled. The only way to rectify this “double-obstruction” regulation is to modify the definition in Section 78-2 as proposed above. If it is not modified, the Code, as it is currently written, essentially provides for an approval by right for certain patients and an approval *only* by special exception use application for individuals in recovery. This double obstruction is inconsistent and could potentially be deemed discriminatory. Consequently, staff recommends modifying the definition in Section 78-2.

Recommended Motion: I move to APPROVE Ordinance 10-2014 on first reading.

ORDINANCE NO. 10-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE I, SECTION 78-2 PERTAINING TO THE DEFINITION OF SUBSTANCE ABUSE FACILITY; PROVIDING FOR THE SEPARATION REQUIREMENTS FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-71(2)(f) ELIMINATING THE DISTANCE SEPARATION REQUIREMENT BETWEEN SUBSTANCE ABUSE TREATMENT FACILITIES; 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 zoning uses both permitted by right and by special exception; and

WHEREAS, Section 78-2 of the Town's Code of Ordinances provides for zoning use definitions, and Section 78-71 provides regulation for the Commercial-1 Zoning District; and

WHEREAS, the Town's Community Development Department has recommended amendments to Chapter 78, Article I, Section 78-2 and Chapter 78, Article III, Section 78-71(2)(f) of the Code of Ordinances pertaining to the definition of substance abuse treatment facility and the substance abuse treatment facility special exception use category in the Commercial-1 zoning district, so as to eliminate inconsistent language; and

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

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

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

Section 2. Chapter 78, Article I, Section 78-2 and Chapter 78, Article III, Section 78-71(2)(f) are hereby amended as follows:

**CHAPTER 78, ARTICLE I
SECTION 78-2**

Substance abuse treatment facility means a facility having one or more service components that are not otherwise permitted by right by the governing zoning district and that are operated by service providers licensed by the state as defined in F.S. ch. 397.

**Chapter 78, Article III
Sec. 78-71. C-1 business district.**

(2)(f) Substance abuse treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility ~~or within 1,500 feet of a residential zoning district~~

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.

CHAPTER 78, ARTICLE I

SECTION 78-2

(...)

Substance abuse treatment facility means a facility having one or more service components that are not otherwise permitted by right by the governing zoning district and that are operated by service providers licensed by the state as defined in F.S. ch. 397.

(...)

Chapter 78, Article III

Sec. 78-71. C-1 business district.

(2)(f) **Substance abuse** treatment facilities, provided that any such facility shall not be located within a radius of 1,000 feet of another existing facility ~~or within 1,500 feet of a residential zoning district~~

Sec. 78-61. R-1AA residence districts.

(2)(f) By special exception, **substance abuse** treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing **substance abuse** treatment facility; and **substance abuse** treatment facility that provides room and board for seven to fourteen residents, provided that it is not located within a radius of 1,200 feet of another such existing **substance abuse** treatment facility, and further provided that the operator of any such facility obtains a business tax receipt from the town

Sec. 78-62. R-1A residence districts.

(1) (e) By special exception, **substance abuse** treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing **substance abuse** treatment facility and further provided that the operator of any such facility obtains a business tax receipt from the town.

Sec. 78-63. R-1B residence districts.

(1) (i) By special exception, **substance abuse** treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing **substance abuse** treatment facility and further provided that the operator of any such facility obtains a business tax receipt from the town.

Sec. 78-64. R-1 residence districts.

(1)(g) By special exception, **substance abuse** treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing **substance abuse** treatment facility and further provided that the operator of any such facility obtains a business tax receipt from the town.

Sec. 78-65. R-2A residence districts.

(1)(i) By special exception, **substance abuse** treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing **substance abuse** treatment facility;
and **substance abuse** treatment facility that provides room and board for seven to fourteen residents, provided that it is not located within a radius of 1,200 feet of another such existing **substance abuse** treatment [facility], and further provided that the operator of any such facility obtains a business tax receipt from the town

Sec. 78-66. R-2 residence districts.

(1)(m) By special exception, **substance abuse** treatment facility that provides room and board for six or fewer residents, provided that it is not located within a radius of 1,000 feet of another such existing **substance abuse** treatment facility;
and **substance abuse** treatment facility that provides room and board for seven to

fourteen residents, provided that it is not located within a radius of 1,200 feet of another such existing **substance abuse** treatment facility, and further provided that the operator of any such facility obtains a business tax receipt from the town.

Sec. 78-67. R-3 residence districts.

(1)(o) By special exception, **substance abuse** treatment facility, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility

Sec. 78-69. C-1B business districts.

(1)(t) By special exception, **substance abuse** treatment facility, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility.

Sec. 78-72. C-2 business districts.

(1)(q) By special exception, **substance abuse** treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility.

Sec. 78-73. C-3 regional business district.

(1)(j) By special exception, **substance abuse** treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility

Sec. 78-75. CLIC-1 campus light industrial/commercial district.

(2)(16) By special exception, **substance abuse** treatment facilities, provided that the operator of any such facility obtains a business tax receipt from the town and any such facility shall not be located within a radius of 1,000 feet of another existing facility

Ordinance
on
Second
Reading

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2014

Agenda Item No. Tab 3

Agenda Title: An Ordinance of the Town Commission of the Town of Lake Park, Florida, Amending Chapter 2, Article II, Division 1, Section 2-32, Entitled "Mayor and Vice Mayor" Pertaining to the Declaration of a State of Emergency

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 PUBLIC HEARING ORDINANCE ON 2nd READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager *[Signature]* Date: 7/3/14

[Signature]
 Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Ordinance 8- 2014 and Legal Advertisement
Advertised: Date: <u>7/6/2014</u> Paper: <u>PAAM BEACH POST</u> <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>BMT</u> Please initial one.

Summary Explanation/Background:

Currently, the Town of Lake Park Code of Ordinances does not contain any language authorizing the Mayor or any other local official to declare a state of local emergency. The purpose of this agenda item is to amend the Town Code of Ordinances to empower the Mayor, the Vice Mayor, or in their absence the first available Commissioner of the Town under specific circumstances to declare that a state of emergency exists within the boundaries of the Town should such emergency or disaster situation exist, and to exercise the emergency powers authorized by Florida Statute.

The Town Manager believes that this Ordinance is in the best interest of the Town and necessary to further the public health, safety and welfare of its citizens.

At its July 2, 2014 meeting, the Commission approved this Ordinance on first reading. The Town Manager recommends adoption of this Ordinance on second reading.

Recommended Motion: I move to adopt Ordinance 8-2014 on second reading.

ORDINANCE NO. 8-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-32, ENTITLED "MAYOR AND VICE MAYOR" PERTAINING TO THE DECLARATION OF A STATE OF EMERGENCY; 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 ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Fla. Stat.; and

WHEREAS, § 870.042, Fla. Stat. authorizes the governing body of any municipality within the State of Florida to designate, by duly adopted Ordinance, a city official who shall be empowered to declare that a state of emergency exists within the boundaries of a municipality and to exercise the powers set forth in § 252.32, Fla. Stat. and § 870.042(2), Fla. Stat.; and

WHEREAS, the town manager has recommended to the Town Commission that it amend Chapter 2, Article II, Division 1, Section 2-32 of the Town Code of Ordinances (Code) entitled "Mayor and Vice Mayor" to authorize the Mayor, Vice Mayor, or Commissioners of the Town, under specific circumstances, with the power to declare a state of emergency in the Town, and to exercise the emergency powers set forth in § 252.32, Fla. Stat. and § 870.042(2), Fla. Stat.; and

WHEREAS, the Town Commission has reviewed the recommendations of the town manager and has determined that the amendment of the Town Code would further the public's health, safety and general welfare of the Town.

**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 are the legislative findings of the Town Commission.

Section 2. Chapter 2, Article II, Division I, Section 2-32(a) of the Town Code of Ordinances entitled "Mayor and vice mayor" is hereby amended as follows:

(a) *Powers and duties.* The mayor shall preside at meetings of the town commission, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the town official designated to represent the town in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

(b) *Vice mayor.* The vice mayor shall act as mayor during the absence or disability of the mayor.

(c) *Voting.* The mayor shall be entitled to vote on all matters properly coming before the commission.

(d) *State of emergency.* The Mayor, or in the absence of the Mayor and the vice mayor the first available member of the Town Commission is authorized to take the following actions:

(1). To declare that a state of emergency exists within the boundaries of the Town of Lake Park, and to exercise the emergency powers conferred in F.S. Sections 252.32 and 870.042(2); and

Palm Beach Post, The

07/06/2014

Miscellaneous Notices

LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, July 16, 2014 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:
Ordinance No. 08-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-32, ENTITLED "MAYOR AND VICE MAYOR" PERTAINING TO THE DECLARATION OF A STATE OF EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

Ordinance No. 09-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, APPENDIX A, ARTICLE I, DIVISION 4, SECTION 4-3 OF THE TOWN'S CODE OF ORDINANCES TO ELIMINATE SUBSECTION 'D' THEREOF REQUIRING LANDSCAPING COMPLIANCE WITHIN A PRESCRIBED TIMEFRAME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk

Town of Lake Park, Florida

PUB: The Palm Beach Post

7-6/ 2014 #271163

TAB 4



Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 16, 2014

Agenda Item No. *Tab 4*

Agenda Title: AN ORDINANCE REPEALING CHAPTER 78, APPENDIX A, ARTICLE I, DIVISION 4, SECTION 4-3(D) OF THE TOWN CODE OF ORDINANCES THEREBY ELIMINATING THE COMPLIANCE DATE OF JULY 5, 2014 FOR NONCONFORMING LANDSCAPE PARCELS THAT DO NOT MEET THE DEFINITION OF A SUBSTANTIAL MODIFICATION OR NEW DEVELOPMENT.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON 2nd READING**
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager _____

[Signature]

Date: _____

6/30/14

Nadia Di Tommaso / Community Development Director
 Name/Title _____

[Signature]

Originating Department: Community Development	Costs: \$Legal Ad Funding Source: Town Clerk Acct. # 106-48100 <input type="checkbox"/> Finance _____	Attachments: →ORDINANCE <i>09-2014</i> →Copy of Legal Ad →Inventory of parcels
Advertised: Date: July 6, 2014 Paper: Palm Beach Post <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 <i>ND</i> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

As the Commission is no doubt aware, Northlake Boulevard has been designated to exist as a special zoning district. In particular, it is referred to as the Northlake Boulevard Overlay Zone (NBOZ) and all of the parcels of land fronting the south side of Northlake Boulevard must comply with any special regulations assigned to this zoning district.

The history on these parcels goes back approximately 30-50 years in time. Northlake Boulevard is the only corridor in the Town that *requires additional landscaping AND compliance within a specified timeframe* because it is part of the NBOZ, an overlay zone which has its own set of Code requirements in addition to the Town's general Code. For example, the NBOZ requires increased buffer widths of 20 feet for properties having at least 150 feet of frontage (instead of the general Code requirement of 15 feet which is still strenuous for these uniquely-sized parcels) and one tree per 30 feet for interior buffers instead of one tree per 40 feet which is the general code for interior lot lines. Therefore, let alone the fact that these uniquely-sized properties were, for the most part, built prior to the Town's GENERAL landscaping Code which was adopted in 1978 and modified over time, they naturally do not meet the NBOZ landscaping Code which also IMPOSES a compliance date. This Overlay is shared by Palm Beach County (PBC), the City of North Palm Beach (NPB) and the City of Palm Beach Gardens (PBG), who along with Lake Park, jointly represent the Northlake Boulevard TaskForce (NBTF). While PBC, PBG and NPB adopted the NBOZ guidelines in 1998, Lake Park only joined the NBTF and adopted the regulations on July 5, 2006.

The NBOZ landscaping regulations are very similar to the Town Code landscaping requirements, however, they do differ in certain areas, as briefly mentioned above.. All other parcels in Town DO NOT have a set compliance date for landscaping, but rather this compliance is prompted by certain site modifications, which include substantial renovations.

Attached to this agenda item is an inventory of all 39 parcels located in the Town along the south side of Northlake Boulevard. Of these 39 parcels, only the new developments since the adoption date of the regulations namely, Target, L.A. Fitness and Chick Fil-A, were able to fully meet the NBOZ requirements. Even though Target and L.A. Fitness were built prior to 2006, these parcels were developed in such a way that the actual buildings are located in the Town however, the parking areas and perimeter landscape buffers are located in the City of Palm Beach Gardens, which already had the NBOZ in place when these sites were developed. The remaining parcels along Northlake Boulevard have been addressed over the years and the various property owners have worked with staff to incorporate additional plantings as was feasible, however, they are physically unable to meet all of the NBOZ landscape requirements due to lot size, parking requirements and circulation limitations, and may actually never be able to fully meet the NBOZ requirements until they are substantially redeveloped, or without waivers currently being granted.

As a business-friendly initiative, which is also considered a practical one given that almost all of the Town's properties located on the south side of Northlake Boulevard do not meet, and as currently configured, are unable to meet, all of the NBOZ landscaping requirements, staff is requesting that the Town Commission consider eliminating the compliance date of July 5, 2014 (i.e. 8 years from July 5, 2006), with the following understanding:

- (1) While the Code allows for administrative waivers for code sections that would otherwise interfere with the parking, or overall operation of the subject property's business, this will eliminate the need to administratively waive every single section of the NBOZ code for every single parcel that cannot meet the requirements at this point in time; and

- (2) Staff is continuing to work with 8 properties along the corridor regarding landscape maintenance and compliance issues according to the landscape plans we have on file and will continue to do so should any issues arise in the future with any additional parcels.
- (3) Eliminating the compliance date for parcels *now* does not eliminate the requirement for compliance (*or future waivers being granted*) if a parcel is *substantially renovated*:

Sec. 4-3. Nonconforming landscape areas.

A. *Nonconformities established.* All development constructed prior to the effective date of these regulations that do not conform with the provisions of this division shall be considered nonconforming.



1. If nonconforming landscaping is damaged or destroyed by any means to the extent of 50 percent or more of its replacement value at the time of the damage, the replacement landscaping and elements must conform to all of the provisions of this division.

B.

Maintenance. Nonconforming landscape areas are not exempt from minimum maintenance standards.

C.

Amendments to the approved plan. The following types of amendments to a previously approved development plan shall require the review of the landscape plan for the entire site using the minimum landscape standards in this division:



1. Increase in the total square footage of any building by more than 20 percent;
2. Increase in the number of structures; or
3. Increase in the building height of any building.

Staff intends on notifying the NBTF members of this proposed elimination if approved by the Town Commission.

Recommended Motion: I move to ADOPT Ordinance 09-2014 on second reading.

ORDINANCE NO. 09-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, APPENDIX A, ARTICLE 1, DIVISION 4, SECTION 4-3 OF THE TOWN'S CODE OF ORDINANCES TO ELIMINATE SUBSECTION 'D' THEREOF REQUIRING LANDSCAPING COMPLIANCE WITHIN A PRESCRIBED TIMEFRAME; 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 additional landscaping requirements along Northlake Boulevard in conjunction with Palm Beach County, the City of Palm Beach Gardens, the Village of North Palm Beach, jointly serving as the Northlake Boulevard Overlay Taskforce (NBOZ), which have been codified in Chapter 78, Appendix A of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town's Community Development Department has recommended amendments to Appendix A, Article 1, Division 4, Section 4-3(D) of the Code of Ordinances pertaining to the compliance date for nonconforming landscape 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, Appendix A, Article 1, Division 4, Section 4-3(D) is hereby amended as follows:

Sec. 4-3. Nonconforming landscape areas.

A. Nonconformities established. All development constructed prior to the effective date of these regulations that do not conform with the provisions of this division shall be considered nonconforming.

1. If nonconforming landscaping is damaged or destroyed by any means to the extent of 50 percent or more of its replacement value at the time of the damage, the replacement landscaping and elements must conform to all of the provisions of this division.

B. Maintenance. Nonconforming landscape areas are not exempt from minimum maintenance standards.

C. Amendments to the approved plan. The following types of amendments to a previously approved development plan shall require the review of the landscape plan for the entire site using the minimum landscape standards in this division:

1. Increase in the total square footage of any building by more than 20 percent;
2. Increase in the number of structures; or
3. Increase in the building height of any building.

~~*D. Notice of nonconforming status.* Upon the effective date of this article or upon the future annexation of properties, the jurisdiction shall contact the owners of all properties developed for nonresidential purposes that do not comply with the provisions of this division. The notice shall inform the property owners that the property is being placed in a nonconforming and that the owner of nonconforming property shall have eight years from the date of the nonconforming notice to comply with the requirements set forth in this division. Written notice to the property shall be provided by certified mail.~~

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.

Palm Beach Post, The

07/06/2014

Miscellaneous Notices

LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK

Please take notice that on Wednesday, July 16, 2014 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:
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AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, APPENDIX A, ARTICLE I, DIVISION 4, SECTION 4-3 OF THE TOWN'S CODE OF ORDINANCES TO ELIMINATE SUBSECTION 'D' THEREOF REQUIRING LANDSCAPING COMPLIANCE WITHIN A PRESCRIBED TIMEFRAME; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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Vivian Mendez, CMC, Town Clerk

Town of Lake Park, Florida

PUB: The Palm Beach Post

7-6/ 2014 #271163

NEW BUSINESS

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2014


Agenda Item No. Tab 5

Agenda Title: Establishing Sanitation Rates in Support of a Vehicle Replacement Program

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

Approved by Town Manager  Date: 7/3/14


David Hunt / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: Program will generate approximately \$166,000 per year in additional revenue.</p> <p>Funding Source: Non-ad valorem assessments</p> <p>Fund Receiving Revenues: Sanitation</p> <p><input checked="" type="checkbox"/> Finance <u></u></p>	<p>Attachments:</p> <ul style="list-style-type: none"> - Vehicle Replacement Schedule - Schedule of Adjustments - Resolution No. 20-07-14, Adopting New Rates for Services
<p>Advertised: Date: <u>July 6, 2014</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case</p> <p>Please initial one.</p>

Summary Explanation/Background:

As the Commission is aware, the vehicles within the Sanitation Fund are aging rapidly, are breaking down more frequently, and we continue to be plagued by unexpected repair bills. There are two annual budget line items that reflect the condition of the aging sanitation fleet. The Repair & Maintenance (404-46000) and Vehicle Parts & Supplies (404-46300) budget lines have been steadily increasing over the past three years and are now creating a budget shortfall in the Sanitation enterprise fund. In Fiscal Year 2012, the repair and maintenance line item and the vehicle parts and supplies line item expenses totaled \$103,000. It is

estimated that the Fund will have to spend \$178,800 through the remainder of Fiscal Year 2014 while only \$114,000 was budgeted at the beginning of the year.

In order to halt this escalating budget trend, the Public Works Department has crafted a vehicle replacement and refurbishment plan that is designed to keep the fleet as up to date as possible, based upon a replacement plan for the next 10+ years. The plan is designed to avoid any surprises in the condition of the fleet. As outlined in all of the attachments, this plan calls for a sanitation fee adjustment which, if approved by the Town Commission, will allow the Sanitation Division to immediately lease/purchase two badly needed new pieces of equipment. In the following five years, two additional pieces of equipment will be purchased outright along with five vehicles receiving major refurbishments. Once the lease obligations are satisfied in Fiscal Year 2020, a vehicle purchase can be made every year thereafter without the need for an interest bearing loan. As the fleet is refurbished and new equipment comes on line, the annual expenditures for repair and maintenance and vehicle parts and supplies should stabilize and eventually start to decline.

The proposed vehicle replacement program will require adjustment of the annual sanitation rates based upon the amount of garbage and trash generated by each type of residential dwelling unit and commercial classification. By increasing residential collection rates by four dollars per month per household, the Sanitation Fund would realize additional revenue of 28.7% over current receipts from this category of customer. Currently, single family residences and multi-family dwellings with less than 5 units pay \$167.49 per year (\$13.96 per month). This rate was set in 2009 and was raised slightly from the 2002 rate of \$164.00 per year (\$13.67 per month). The Town of Lake Park's new rate would be \$17.96 per month. This is competitive with other Palm Beach County municipalities' monthly rates:

- Boca Raton	\$16.90
- Boynton Beach	\$14.00
- Lake Worth	\$20.48
- Lantana	\$18.98
- West Palm Beach	\$18.35

In addition, in order to meet the goals of the vehicle refurbishment and replacement plan as presented herein, revenues from the annual commercial assessments would need to be adjusted by 25%. This once a year payment would allow the monthly commercial collection rates to remain stable at the current 2009 levels. If approved by the Town Commission, this program of residential and commercial rate adjustments would generate an additional estimated annual amount of \$166,000.

Along with the proposed rate adjustments, and recognizing the importance of providing our customers with the best municipal waste collection service that the Town of Lake Park can provide, the Sanitation Division wants to increase the level of service that is being offered. The amount of vegetation and bulk trash that will be collected, at no additional charge, will be expanded to 20 cubic yards from the current two cubic yard pile. Any trash pile over 20 cubic yards (one full truck load) will be collected for a flat rate of \$35 plus the Solid Waste Authority's charge for the disposal (based upon weight and classification of the load). The current fee structure requires that any pile collected over two cubic yards be charged back to the homeowner at \$5.00 per cubic yard. We also propose that any fines for putting vegetation and bulk trash out on the wrong day will still be assessed at the current rate of \$25 but the late fee will be increased to \$15.00 or 1.5% (whichever is greater) per month (from the current rate of 1.0% per month) on any outstanding balance in order to recoup processing costs.

Recommended Motion:

I move approval of Resolution No. 20-07-14.

PUBLIC WORKS
SANITATION DIVISION
LONG RANGE VEHICLE REPLACEMENT SCHEDULE

FISCAL YEAR	VEHICLE NO. BEING REPLACED; YEAR / MAKE / TYPE	EST. COST	COST PER YR. (1ST YR DEFERRED)	VEHICLE NO. BEING REFURBISHED; YEAR / MAKE / TYPE	EST. COST	Increase part & supplies (AES) and RAV (460-1)	ANNUAL TOTAL ADDITIONAL FUNDS REQUIRED	ADDITIONAL FUNDS REQUIRED AFTER \$112,140 DEBT IS SATISFIED IN 2015	AVAILABLE RESERVES AFTER COLLECTING AN ADDITIONAL \$186,000 PER YEAR
2015	lease/purchase: #43 2004 MACK/HEIL FRONTLOADER	5275,000 (inc. interest)	50			\$60,000	\$60,000	\$60,000	\$106,000
	lease/purchase: #48 2006 STERLING/HEIL SIDELOADER	317,500 (inc. interest)	0						
			55,000	#49 2005 STERLING/HEIL SIDELOADER	45,000	60,000	254,000	141,860	130,140
2016			64,000	#45 2009 AUTOCAR/HEIL FRONTLOADER	30,000	60,000	349,000	236,860	59,280
2017	#64 2004 IHC/PETERSEN TL3	140,000	55,000	#47 2009 AUTOCAR/HEIL FRONTLOADER	30,000	50,000	309,000	196,860	28,420
2018	#65 2004 IHC/PETERSEN TL3	140,000	64,000			50,000	214,000	101,860	97,560
2019			55,000	#50 2009 AUTOCAR/HEIL SIDELOADER	45,000	50,000	204,000	91,660	166,700
2020			64,000	#42 2005/IHC/HEIL REARLOADER	35,000	45,000	360,000	247,860	84,840
2021	#49 2006 STERLING/HEIL SIDELOADER	315,000				45,000	320,000	207,860	42,980
2022	#45 2009 AUTOCAR/HEIL FRONTLOADER	275,000				45,000	240,000	127,860	81,120
2023	#54 2005 IHC/LABRIE RECYCLE BODY	195,000				45,000	195,000	82,860	164,260
2024	#65 2009 IHC/PETERSEN TL3	350,000				40,000	330,000	217,860	112,400
2025	#47 2009 AUTOCAR/HEIL FRONTLOADER	290,000				40,000	365,000	252,860	25,540
2026	#50 2009 AUTOCAR/HEIL SIDELOADER	325,000				40,000	235,000	122,860	66,680
2027	#53 2009 IHC/LABRIE RECYCLE BODY	195,000				40,000	220,000	107,860	126,820
2028	#42 2005/IHC/HEIL REARLOADER	380,000				40,000			
								\$2,297,180	TOTAL FOR 14 YRS.
								\$156,941,443	AVG. REVENUES REQ. EACH YEAR

**SANITATION CAPITAL EQUIPMENT
FUNDING CAPABILITIES
AFTER FISCAL YEAR 2015 RATE ADJUSTMENT**

Categories 1 & 2; single family and multi-family residences < 5 units		
CURRENT ANNUAL PROCEEDS	ANNUAL PROCEEDS w/28.7% ADJUSTMENT	TOTAL ADD. ANNUAL REVENUES
\$297,900	\$377,700	\$79,800
Category 4; multi-family residences >4 units		
CURRENT ANNUAL PROCEEDS	ANNUAL PROCEEDS w/ 28.7% ADJUSTMENT	TOTAL ADD. ANNUAL REVENUES
\$150,500	\$188,125	\$37,625
Commercial Property; All categories		
CURRENT ANNUAL PROCEEDS	ANNUAL PROCEEDS w/ 25.0% ADJUSTMENT	TOTAL ADD. ANNUAL REVENUES
\$194,265	\$242,831	\$48,566
TOTAL ANNUAL FUNDS AVAILABLE FOR CAPITAL EQUIPMENT PURCHASES:		\$165,991

RESOLUTION NO. 20-07-14

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE SCHEDULE OF FEES AND CHARGES FOR RESIDENTIAL, GOVERNMENTAL AND COMMERCIAL REFUSE AND RECYCLABLES COLLECTION SERVICES; PROVIDING FOR LATE FEES, FREQUENCY OF BILLING AND OTHER MATTERS RELATING TO COLLECTION POLICY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 24-111 of the Lake Park Code provides that the Town Commission shall set rates, fees and charges for residential, governmental and commercial refuse and recyclables collection services by Resolution or other official action; and

WHEREAS, said Section provides for establishment of policy pertaining to billing collection and related administrative policies by Resolution or other official action;

WHEREAS, the Town has determined that it is the best interest of the Town to establish the rates, fees and charges for Residential, Governmental, and Commercial refuse and recyclables collection services as described in "EXHIBIT A" and "EXHIBIT B" and attached hereto.

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

SECTION I

The rates, fees, charges, billing, collection and related administrative policies for Residential, Governmental and Commercial refuse and recyclables collection services as provided in the attached Exhibit A and Exhibit B are hereby established.

SECTION II

Repeal prior Resolution of former rates.

SECTION III

This Resolution shall take effect upon adoption.

EXHIBIT A

RESIDENTIAL COLLECTION SERVICE FEES
(Base Level of Service)

ANNUAL ASSESSMENT PER UNIT

	<u>CURRENT</u>	<u>PROPOSED</u>
Single-Family	\$167.49	215.49
Mobile Homes	\$167.49	215.49
Multi-Family <5/bldg.	\$167.49	215.49
Multi-Family >4/bldg.	\$97.93	145.93

I BASE LEVEL OF SERVICE:

1. Can Service - (Garbage/household trash)
Twice (2x) /week - Monday and Thursday
2. Dumpster Service - (Garbage/household trash)
minimum twice (2x)/week
3. Vegetation - (Bagged clippings/bulk cuttings)
~~two (2) cubic yards or less~~
less than twenty (20) cubic yards – Monday
4. Bulk Household Trash (furniture, white goods, etc.)
~~one (1) item or two (2) cubic yards or less~~
less than twenty (20) cubic yards -Thursday
5. Recyclables - once (1x)/week - Wednesday

II SPECIAL PICKUPS:

1. Large vegetation piles: (Mondays) ~~more than 4" diameter or any excess~~
~~over two (2) cubic yards – \$5.00/cubic yard.~~ Greater than twenty (20)
cubic yards (one truck load) shall be assessed \$35.00 per truck load plus
the cost of disposal at the Palm Beach County Solid Waste Authority.
2. Non-containerized household trash: (Thursdays) ~~more than one (1) item or~~
~~items in excess of two (2) cubic yards.~~ Greater than twenty (20) cubic
yards (one truck load) shall be assessed \$35.00 per truck load plus the cost

of disposal at the Palm Beach County Solid Waste Authority.

- a. ~~White goods (stove, refrigerator, washing machine, dryer, freezer, etc.) \$5.00/unit;~~
 - b. ~~Furniture (sofa, chair, table, mattress/box springs, etc.) \$5.00/unit~~
 - e. ~~Other non-prohibited materials \$5.00/cubic yard (or part thereof) \$5.00—minimum charge~~
3. ~~Garbage/trash service above amount calculated on the basis of SWA waste generation data/property/year. Assigned container—\$8.56/cubic yard container (\$6.21 collection rate + \$2.35 disposal).~~
43. Special Pickup Charge - In addition to special pickup and other charges, there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the “Base Level of Service” Exhibit A, Section I.

ADMINISTRATIVE POLICIES:

Frequency of Billing: Owner billed on a monthly basis for special pickups.

Deposits: ~~Prior to establishment of service, all Commercial accounts shall pay to the Town the equivalent on one months service cost. This fee shall be retained by the Town for security of payment for service. Upon termination of service such funds will be returned provided the account is paid in full at the time of termination.~~

Late Fees: ~~One Percent (1%) \$15.00 or 1.5% (whichever is greater) per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill.~~

Service Removal and Reinstatement (Multi-Family residential): a service charge will be required for the removal of service and reinstatement of service for non-payment. The charges will be as follows;

- First offense \$100.00
- Second offense \$200.00
- Third and subsequent offense \$500.00

101 gallon (grey) Garbage Can Replacement (Single-Family): Owner or occupant of the residence may request a new garbage can for a \$75.00 replacement charge.

Collection: Account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition.

EXHIBIT B

COMMERCIAL PROPERTY ASSESSMENT SCHEDULE
(Base Level of Service)

COMMERCIAL CLASS
ANNUAL ASSESSMENT/SQUARE FOOT

	<u>CURRENT</u>	<u>PROPOSED</u>
Low generator class	\$0.013	<u>\$0.016</u>
Medium generator class	\$0.048	<u>\$0.060</u>
High generator class	\$0.171	<u>\$0.214</u>
Non-generator class	\$0.013	<u>\$0.016</u>

The above schedule is applicable to ~~regularly scheduled service up to the amount an~~ annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.

AGRICULTURAL CLASS

ANNUAL RATE

0 - 10 Acres	\$43.00	<u>\$53.75</u>
11 - 99 Acres	\$4.30/acre	<u>\$5.38/acre</u>
100 + Acres	\$430.00	<u>\$537.50</u>

I BASE LEVEL OF SERVICE

1. Collection service to be scheduled minimum, once (1x)/week for properties generating trash only and minimum twice (2x)/week for properties generating garbage and trash.

COMMERCIAL DUMPSTER (COLLECTION & DISPOSAL) RATE CHART

	1X	2X	3X	4X	5X
.5CY	18.54	37.09	55.63	74.18	92.72
2CY	74.21	148.41	222.61	296.83	371.04
3CY	111.31	222.61	333.92	445.22	556.53
4CY	148.41	296.83	445.22	593.66	742.07
6CY	222.61	445.22	667.83	890.44	1,113.06
8CY	296.83	593.66	890.49	1,187.32	1,484.15

~~The above schedule is applicable to regularly scheduled service up to the amount~~

~~calculated on the basis of SWA waste generation data/property/year.~~

The above schedule reflects the Town's current collection rate (\$6.462 per cubic yard of container) plus the Palm Beach County Solid Waste Authority's (SWA) current fiscal year 2014 disposal rate of \$2.814 per cubic yard (total collection and disposal rate = \$9.276 per cu. yd.). The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges \$42.00 per ton for disposal. (134 lbs. per cu. yd. x \$42 per ton / 2000 lbs. per ton = \$2.814 per cubic yard disposal fee). By this resolution, the Town's collection rate shall remain at \$6.462 per cubic yard of container; the rate chart may be modified based upon SWA's annual disposal rate adjustments.

Base collection service shall include collection and disposal of the volume of containerized garbage, commercial trash and recyclable materials expected to be generated by the property. Said volume may be determined by the Town on the basis of the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority or by other equitable basis as determined by the Town.

2. Can Service - Trash Only - minimum once (1x)/week, Monday Only
Garbage/trash twice (2x)/week - Monday and Thursday
3. Dumpster Service - Trash Only - minimum once (1x)/week
Garbage/trash minimum twice (2x)/week
4. Vegetation - (Bagged clippings/bulk cuttings)
~~Two (2) cubic yards or less~~
less than twenty (20) cubic yards - Tuesday
5. Bulk Trash (furniture, white goods, etc.)
~~One (1) item or two (2) cubic yards or less~~
less than twenty (20) cubic yards - Thursday
6. Recyclables – ~~buckets~~ 101 gallon can or bins/ once (1x)/week -
Wednesday
~~Cardboard/Office Paper~~ dumpsters - once (1x) or twice (2x)/week –
Tuesday and/or Thursday

II SPECIAL PICKUPS: CUSTOMER MUST CALL FOR SPECIAL PICKUP

1. Assigned container - ~~\$8.56~~ \$9.276 per cubic yard container capacity
(~~\$6.21~~ \$6.462 collection rate + ~~\$2.35~~ \$2.814 disposal rate) above the
regularly scheduled service amount calculated on the basis of SWA waste
generation data/property/year. In addition to the ~~\$8.56~~ \$9.276 per cubic

yard rate, there will be an additional fee of \$25.00 charged for the special pickup of the assigned container.

2. Non-containerized Trash – (Thursdays Only)
Greater than twenty (20) cubic yards (one truck load) shall be assessed \$35.00 per truck load plus the cost of disposal at the Palm Beach County Solid Waste Authority.
 - a. ~~White goods (stove, refrigerator, washing machine, dryer, freezer, etc.)~~ —\$5.00/unit.
 - b. Furniture (desk, chair, table, etc.) \$5.00/unit.
 - c. ~~Other non-prohibited materials \$8.56/cubic yard (\$6.21 collection rate and \$2.35 disposal rate) (or part thereof); \$8.56 minimum charge.~~

3. Large Vegetation Piles - (Tuesdays Only) ~~(Mondays)~~ Greater than twenty (20) cubic yards (one truck load) shall be assessed \$35.00 per truck load plus the cost of disposal at the Palm Beach County Solid Waste Authority.
~~more than 4" diameter or any excess over two (2) cubic yards \$8.56/cubic yard (or part thereof); \$8.56 minimum charge.~~

The commercial property owner or sanitation account holder must call in advance to schedule the Special Pickup for non-containerized trash or large vegetation piles. There will be no charge for the scheduled pickup of a pile less than 20 cubic yards. The Special Pickup Charge will apply when piles are placed out without scheduling with the Public Works Department and on days not specified.

4. Special Pickup Charge: In addition to special pickups and other charges there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in Exhibit B, “**I Base Level of Service**”.

ADMINISTRATIVE POLICIES:

Frequency of Billing: Owner billed on a monthly basis for base level of service and special pickups.

Deposits: ~~Prior to establishment of service, all Commercial accounts shall pay to the Town the equivalent on one months service cost. This fee shall be retained by the Town for security of payment for service. Upon termination of service such funds will be returned provided the account is paid in full at the time of termination.~~

Commercial Sanitation Payment Agreement: It is the property owner’s responsibility to obtain sanitation collection service for the tenants. The owner and tenant may both agree to have a sanitation collection service account in the tenant’s name. In such case, the

owner must acknowledge that the tenant has the owner's authorization to set up sanitation collection services with the Town. Prior to establishment of service the Commercial Sanitation Payment Agreement shall be executed. The owner and tenant are severally liable and responsible for all payments on sanitation accounts established in the name of the tenant. The owner's authorization for the tenant to create a sanitation account in the tenant's name does not relieve the owner from the responsibility of paying for any delinquent accounts.

Failure to pay overdue accounts may result in the discontinuation of service, revocation of occupational license, service fees, the imposition of finance charges, a lien being placed on the subject property and foreclosure of the lien in a court of competent jurisdiction.

Late Fees: ~~One Percent (1%)~~ \$15.00 or 1.5% (whichever is greater) per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill.

Service Removal and Reinstatement: a service charge will be required for the removal of service and reinstatement of service for non-payment. The charges will be as follows;

- First offense \$100.00
- Second offense \$200.00
- Third and subsequent offense \$500.00

Collection: Account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2014

Agenda Item No. *Tab 6*

Agenda Title: **Setting the 2014-2015 Non-Ad Valorem Assessed Stormwater Rates**

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____

Date: *6/30/14*

Blake K. Rane Finance Director
Name/Title

Originating Department: FINANCE	Costs: \$ Funding Source: Acct. # <input checked="" type="checkbox"/> Finance ____ BKR ____	Attachments: Copy of Resolution 33-08-09
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> BKR </u> Please initial one.

Summary Explanation/Background:

Each fiscal year, the Commission must either renew the existing non-Ad Valorem stormwater rate by motion or adjust the rate as it sees fit by Resolution.

The existing (FY 2013-2014) rate of \$6.50 per month for each Equivalent Stormwater Unit (ESU) was established in August 2009 pursuant to Resolution 33-08-09, a copy of which is attached. Staff recommends that no adjustment be made to the rate and that it be held constant at \$6.50 per ESU per month.

Recommended Motion:

I move that the existing non-Ad Valorem stormwater rate for fiscal year 2014-15 be set at \$6.50 per ESU per month.

RESOLUTION NO. 33-08-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA SETTING THE FINAL RATE FOR AN EQUIVALENT STORMWATER UNIT (ESU) TO BE CHARGED FOR STORMWATER MANAGEMENT FOR FISCAL YEAR 2009-2010; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Ordinance No. 09-2008, once adopted by the Town Commission establishes a Stormwater Utility for the Town of Lake Park; and

WHEREAS, this ordinance provides that the rate for an Equivalent Stormwater Unit (ESU) shall be established by resolution; and

WHEREAS, the Town Manager has recommended to the Town Commission a rate schedule ; and

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

Section 1. The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are incorporated herein.

Section 2. An Equivalent Stormwater Unit (ESU) shall be equal to five thousand two hundred two (5,202) square feet of impervious area. The number of ESU's for a given parcel shall be calculated by dividing the sum of impervious area plus 25 percent of the pervious area of a parcel by 5,202 square feet.

Section 3. The Town Commission hereby establishes that the rate for an Equivalent Stormwater Unit (ESU) shall be \$6.50 per month.

Section 4. The rates shall be applied to the various classes of property within the benefited areas according to the terms of Section 4(D)1 of this ordinance.

Section 5. This Resolution shall become effective immediately upon adoption.

TOWN OF LAKE PARK SEAL
Certification
I, Jessica S. [Signature] Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 20th day of August 2008
Town Seal
[Signature]
Town Clerk

The foregoing Resolution was offered by Vice-Mayor Carey who moved its adoption. The motion was seconded by Commissioner Rumsey and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	___
VICE-MAYOR JEFF CAREY	<u>/</u>	___
COMMISSIONER ED DALY	<u>/</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	___
COMMISSIONER KENDALL RUMSEY	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 33-08-09 duly passed and adopted this 19 day of August, 2009.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas I. Baird
THOMAS I. BAIRD
TOWN ATTORNEY

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2014

Agenda Item No. *Tab 7*

Agenda Title: Authorizing the Mayor to Execute the Tenth Addendum to the Law Enforcement Services Agreement between the Town of Lake Park and Sheriff Ric L. Bradshaw for the period beginning October 1, 2014 through September 30, 2015.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* Date: *7/1/14*

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

Originating Department: Town Manager	Costs: \$ 2,648,850.00 Funding Source: Acct. # 001-52-521-200-34010 <input checked="" type="checkbox"/> Finance <u><i>BKP</i></u>	Attachments: Copy of the Tenth Addendum Base Agreement
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><i>DSS</i></u> Please initial one.

Summary Explanation/Background:

Sheriff Ric L. Bradshaw and his Palm Beach County Sheriff's Office (PBSO) have offered to continue to provide police protection services to the Town of Lake Park for the fiscal year beginning October 1, 2014 and continuing through September 30, 2015. The cost for the next year of police protection services of \$2,648,850.00 is an increase of \$26,226 over the current year contract of \$2,622,624 (a 1% increase year-over-year) and compares favorably to last year's increase of \$51,424.00 over the prior year's contract expense of

\$2,571,200.00 (which was a 2% increase year-over-year). In all other respects the contractual relationship is not changing.

Attached to this agenda item is the original base agreement (October 1, 2001) which is now being proposed with its tenth addendum.

If the Commission desires to terminate the contract with PBSO, such termination would be governed by Section 11.1 Notice and Section 11.7 Termination of the base agreement. Section 11.7 reads as follows:

11.7 Termination. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

Should the Town Commission desire to cancel the proposed agreement prior to its expiration, it would have to provide PBSO with appropriate notice before March 29, 2015.

Recommended Motion: I move to authorize the Mayor to execute the tenth Addendum to the Law Enforcement Service Agreement between Sheriff Ric L. Bradshaw and the Town of Lake Park.

TENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK

This Tenth Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as "Town"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The Town and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, and a Ninth Addendum effective October 01, 2013, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the second year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 4, Section 4.1, regarding facilities of the Law Enforcement Service Agreement was amended by the Ninth Addendum and shall continue read as follows:

Town shall provide existing buildings, fixtures, furnishings, equipment, radios and facilities for the operation of police services. The town shall further provide necessary interior and exterior building maintenance, grounds maintenance, and utilities at no cost to the Sheriff.

2. Article 6, Section 6.1, of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2014 through September 30, 2015, as follows: The total cost of personnel and equipment shall be \$2,648,850.00. The monthly payments shall be \$220,737.50.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

THE TOWN OF LAKE PARK

BY: _____

Ric L. Bradshaw

BY: _____

James DuBois

Title: Sheriff

Title: MAYOR

Witness: _____

Daniel Smith, Major

Witness: _____

Vivian Mendez, Town Clerk

DATE: _____

DATE: _____

COPY

1/1/01

COPY

AGREEMENT FOR POLICE SERVICES

BETWEEN

THE TOWN OF LAKE PARK, FLORIDA

AND

THE SHERIFF OF PALM BEACH COUNTY, FLORIDA

October 1, 2001

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TO LEASE EXC-1-I

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [] day of [], 2001, is made by and between the TOWN and PBSO.

WITNESSETH:

WHEREAS, the TOWN has heretofore maintained a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its municipal police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, PBSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN and PBSO.

1.1.2 Ancillary Services. "Ancillary Services" shall mean those other services listed on the attached Schedule 1 under the heading "Ancillary Services" which PBSO shall provide to the TOWN during the Term.

1.1.3 Annexed Town Boundaries. "Annexed Town Boundaries" includes the current TOWN boundaries and any area or areas that may be annexed in the future as delineated in Exhibit A.

1.1.4 Applicable Laws. "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceeding or actions to which the Person in question is a party or by which it or any of its property may be bound.

1.1.5 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by PBSO, as set forth in the attached Schedule "2" hereof.

1.1.6 District Commander. "District Commander" shall mean the Person who will be deemed to be the Chief of Police of the Town and who is responsible for the actions of the PBSO employees who provide the Services and other matters related to providing Services in the TOWN. The District Commander shall be a sworn pay grade 41 in PBSO's pay scale and shall be the equivalent of an Administrative Lieutenant rank.

1.1.7 Effective Date. "Effective Date" shall mean October 1, 2001.

1.1.8 Employees. "Employees" shall mean each of the employees who (a) provide police related services for the TOWN, (b) are listed on the attached Schedule "3.0", and c) are retained by PBSO after the Effective Date.

1.1.9 Employment Applicants. "Employment Applicants" shall mean those individuals listed on Schedule 3.1 who are currently employees of the TOWN and who will be provided employment at PBSO, if, in the discretion of PBSO the Employment Applicants meet PBSO standards.

1.1.10 Equipment. "Equipment" shall mean the equipment (a) owned by the TOWN and used by the TOWN prior to the Effective Date in providing police related services within the TOWN, (b) listed on the attached Schedule "4" under the heading "Equipment".

1.1.11 Facilities. "Facilities" shall mean the Premises (as defined in the Lease Agreement) which are leased to PBSO pursuant to the Lease.

1.1.12 Fair Market Value of Equipment and Vehicle Fleet. "Fair Market Value of Equipment and Vehicle Fleet" shall mean the fair market value of the Equipment and Vehicle Fleet as of the Effective Date as determined by an appraiser, mutually chosen by the parties hereto, who is a member of an appraisal institute or business valuation society that is held in repute in the State of Florida. The Fair Market Value of Equipment and Vehicle Fleet shall be established by such appraiser in accordance with recognized methods of business valuation.

1.1.13 Lease. "Lease" shall mean the Lease attached hereto as Exhibit "C" whereunder the TOWN shall lease to PBSO, and PBSO shall lease from the TOWN, the Facilities.

1.1.14 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.15 PBSO. "PBSO" shall mean the duly elected and qualified Sheriff of Palm Beach County, Florida.

1.1.16 PBSO's Address. "PBSO's Address" shall mean Palm Beach Sheriff's Office, 3228 Gun Club Road, West Palm Beach, FL 33406-3001, Telecopy Number (561) 688-3175.

Attention: Sheriff, Undersheriff, and Chief Legal Advisor. PBSO shall be responsible for notifying TOWN of any name or address changes.

1.1.17 Patrol Unit. "Patrol Unit" shall mean one Uniformed Officer and all standard police support equipment.

1.1.18 Person. "Person" shall mean any individual, corporation, professional association, partnership, limited liability company, trust, unincorporated organization, any other entity or government, municipality or any agency or political subdivision thereof.

1.1.19 Police Headquarters. "Police Headquarters" shall mean that portion of the premises located described in Exhibit C, the Lease Agreement.

1.1.20 Services. "Services" shall mean the aggregate of all police services, 911 emergency, and communications services to be provided by PBSO pursuant to this Agreement as more particularly described on the attached Schedule "1".

1.1.21 Term. "Term" shall mean four (4) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.

1.1.22 Termination Date. "Termination Date" shall mean September 30, 2005.

1.1.23 TOWN. "TOWN" shall mean the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Palm Beach County, Florida.

1.1.24 TOWN's Address. "TOWN's Address" shall mean 535 Park Avenue, Lake Park Florida 33403, Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney. TOWN shall be responsible for notifying PBSO of any name or address changes.

1.1.25 TOWN Boundaries. "TOWN Boundaries" shall mean the area within the municipal boundaries of the TOWN shown on the attached Exhibit "B".

1.1.26 TOWN District. "Town District" shall mean (a) the Town Boundaries, or (b) the Annexed Town Boundaries on the date the TOWN's annexation plan becomes effective after the Palm Beach County Commission approves such annexation plan, provided PBSO has received the required notification set forth in Article 11.1.

1.1.27 Town District Employees. "Town District Employees" shall mean those persons who, from time to time, will provide Police Services to the TOWN including any (a) Employees defined in Article 1.1.8, (b) PBSO employees assigned to the TOWN, and (c) other Persons contracted by PBSO to provide such services to the TOWN.

1.1.28 Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN.

1.1.29 Uniformed Officer. "Uniformed Officer" shall mean a uniformed deputy employed by PBSO who patrols the TOWN District.

1.1.30 Vehicle Fleet. "Vehicle Fleet" shall mean the vehicles (a) owned by the TOWN, (b) used by the TOWN prior to the Effective Date in providing Services within the TOWN, and c) listed on the attached Schedule "4" under the heading "Vehicle Fleet."

1.2 INTERPRETATION. Each definition of an agreement in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, the singular shall include the plural and vice versa. Except where otherwise specifically restricted, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.

1.3 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.4 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

1.5 DRAFTING. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

ARTICLE 2 GENERAL

2.1 CONTRACTOR RELATIONSHIP. TOWN hereby retains PBSO as an independent contractor to provide the Services within TOWN, subject to the terms and conditions contained herein. Notwithstanding PBSO's independent contractor status hereunder, PBSO and the Town District Employees shall have the power and authority granted by the TOWN in Section 3.7. hereof. In addition, PBSO shall also provide the Ancillary Services for the benefit of the TOWN, subject to availability, when PBSO deems same necessary or desirable.

2.2 NO PARTNERSHIP. The relationship between the TOWN and PBSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor PBSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and PBSO shall remain their own employees, agents or

representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and PBSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 TERM. This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The parties shall have two options to extend the Term for an additional four (4) years upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be mutually agreed to by parties and shall be limited to an annual percentage increase not to exceed eight percent (8%), per Article 6 hereof. PBSO shall provide the TOWN with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The parties may exercise this option by providing the other party with written notice of the party's desire to extend the Term at their respective addresses set forth in Article 1 at least one hundred eighty (180) days prior to the expiration of the initial Term. Upon receipt of such notice, the receiving party shall indicate its acknowledgment thereof in writing, delivered to the notifying party no later than twenty (20) days from the receipt of the notice. The parties will commence negotiating in good faith an extension of the Term upon receipt of the notice to exercise the option, and upon reaching an agreement, the parties will take such action and shall execute such documentation as necessary or desirable to effectuate such extension. If the parties are unable to reach an agreement by the ninetieth (90th) day prior to the expiration of the Term, this option shall terminate and this Agreement shall automatically terminate on the Termination Date.

2.4 TRANSITION PERIOD. Until the expiration or earlier termination of this Agreement, PBSO shall continue to provide the Services in the manner required herein. If the TOWN determines that it will be unable to provide adequate police related services through its own police force beginning on the day this Agreement is to expire or earlier terminate and upon providing PBSO with at least thirty (30) days prior written notice of same, the Term shall automatically extend upon the same terms and conditions set forth herein (including annual percentage increases not to exceed eight percent (8%), as more fully described in Article 6.1) for the shorter of (a) twenty-four (24) months, or (b) at least one hundred eighty (180) days after PBSO's receipt of the TOWN's written notice that it capable of providing adequate police related service.

2.5 REPRESENTATIONS AND WARRANTIES OF TOWN. The TOWN represents, warrants and covenants to PBSO as of the date hereof and throughout the Term that:

2.5.1 Existence. The TOWN is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection therewith;

2.5.2 Enforceable. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.5.3 Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for

termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) result in the creation of any Lien upon the Equipment or the Vehicle Fleet, or result in the violation by the TOWN of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.5.4 Vehicles and Equipment. The TOWN has good and marketable title to the Equipment and the Vehicle Fleet, each subject to no Lien in favor of any third party.

2.5.5 Employees. Schedule "3.0" lists the name of each Employee together with such Employee's rank and accrued sick days, vacation days, personal days and any other accrued leave or benefits as of the Effective Date and the date such Employee was originally employed by or certified with the TOWN.

2.5.6 Employee Claims. There are currently no disputes, grievances, charges, complaints or proceedings, and the TOWN has no knowledge of facts or circumstances that could result in a grievance, charge, complaint or proceeding involving any Employee or any collective bargaining representative of the Employees which would have a material adverse effect on this Agreement or the TOWN's or PBSO's obligations hereunder, except as otherwise disclosed herein. No Employee has any claim against the TOWN known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any Applicable Law relating to minimum or maximum hours of work other than, in each case, those disclosed herein. Employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days and other accrued and unpaid leave time and compensatory time are listed in the attached Schedule "3.0." All other Employee claims or potential claims which are required to be disclosed pursuant to the terms of this Agreement are listed on the attached Schedule "5." The TOWN shall be responsible for all claims listed on Schedule 5, and any claims resulting from incidents which occurred prior to the Effective Date that were not filed until after the Effective Date.

2.5.7 Accuracy. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

2.6 REPRESENTATIONS AND WARRANTIES OF PBSO. PBSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

2.6.1 Duly Elected. PBSO is the duly elected or appointed, qualified and incumbent Sheriff of Palm Beach County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this

Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

2.6.2 **Enforceable.** This Agreement has been duly executed and delivered by PBSO and constitutes the valid and legally binding obligation of PBSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.6.3 **Breach.** Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which PBSO is a party or by which PBSO is bound, (b) result in the violation by PBSO of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of PBSO, or (d) require PBSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. PBSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.6.4 **Compliance.** PBSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the Town District Employees.

2.6.5 **Accuracy.** No representation or warranty made by PBSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statements of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

ARTICLE 3 STAFFING AND EMPLOYMENT STRUCTURE

3.1 **STAFFING.** Commencing on the Effective Date, PBSO shall schedule, provide and employ the personnel deemed necessary or desirable by PBSO to provide the Services in TOWN in accordance with the Staffing Schedule attached hereto as Schedule "6" (the "Staffing Schedule"). PBSO shall have the sole responsibility and control over setting performance standards, disciplinary standards and, provided PBSO complies with the minimum requirements set forth in the Staffing Schedule, all other matters related to performing the Services and employing the Town District Employees.

3.2 **RETAINING EMPLOYEES.** All Employees being retained by PBSO in Schedule 3.0 must meet PBSO standards for employment. Each of the listed Employees shall resign from the TOWN effective as of the Effective Date and PBSO shall employ the Employees on the Effective Date subject to applicable collective bargaining agreements, if any. Such Employees shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement.

All Employment Applicants set forth in Schedule 3.1 who have been employed with the Lake Park Police Department no less than three months prior to the effective date of this Agreement and who wish to obtain employment with PBSO after the transition shall be offered employment by PBSO, if the Employment Applicants meet PBSO standards. Each of the Employment Applicants listed in Schedule 3.1 shall resign from TOWN employment on the effective date of this Agreement, and those who become employees of PBSO shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services.

3.3 NO EMPLOYMENT RESPONSIBILITY. Commencing on the Effective Date, all listed Employees shall be and remain PBSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Town District Employees whatsoever, arising out of PBSO's employment of such Persons and such Persons' performance of the Services, except as provided in Article 3.4.

3.4 OBLIGATIONS. At the inception of this Agreement, PBSO will allow the TOWN to transfer all preexisting accruals for vacation (not to exceed two hundred forty (240) hours) and an unlimited amount of accrued but unused sick days, personal days, or other compensatory time with respect to each employee listed on Schedule 3.0 and any Employment Applicants listed on Schedule 3.1 to PBSO and hired by PBSO. However, the parties acknowledge and agree that PBSO shall only be liable and responsible for the number of days in each category by employee as set forth in Schedules 3.0 and 3.1. Furthermore, the obligations of Employment Applicants listed in Schedule 3.1 only accrue to PBSO should said Employment Applicant be hired by PBSO and said decision to employ said Employment Applicant shall be within the sole discretion of PBSO. The obligation of PBSO pursuant to this provision is contingent upon timely payment of TOWN. The TOWN's total obligation to PBSO \$148,115.40, to be paid in twelve (12) equal monthly payments of \$12,342.95 each, the first payment due on November 1, 2001. The 148,115.40 may be subject to adjustment based upon actual employees in Schedule 3.0 and those Employment Applicants in Schedule 3.1 who are ultimately hired by PBSO.

PBSO shall provide pension benefits to all employees listed in Schedule "3.0." Each listed Employee shall have an option to remain on the TOWN's pension plan or move to PBSO's Pension Plan. PBSO will contribute five percent 5 % of gross income into the TOWN's Pension Plan for all Employees listed in Schedule 3.0 who opt to remain in the TOWN's Pension Plan. Employees listed in Schedule 3.0 who chose to move to PBSO's Pension Plan will receive the same benefits as all other PBSO Employees.

3.5 SENIORITY. PBSO will credit all Employees with seniority privileges for shift bidding and vacation selection as if they were hired by PBSO on the date they were hired by the TOWN. PBSO will credit Employees with seniority privileges for promotional opportunities and Career Deputy after one year from the commencement of the Term as if they were hired by PBSO on the date they were hired by the TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term as set forth in PBSO's Policies and Procedures.

3.6 OPPORTUNITIES. All Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are made available to any other similarly ranked employee of PBSO with a similar seniority status

3.7 ASSIGNMENT OF POLICE POWERS. The TOWN does hereby vest in each Town District Employee, to the extent allowed by Applicable Law, the TOWN's police powers to the extent necessary or desirable to perform the Services. Every sworn police officer of PBSO so empowered hereby and engaged in the performance of the Services shall be deemed to be a sworn officer of the TOWN while performing such Services.

3.8 EDUCATION. The parties acknowledge the importance of the Town District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime problems. PBSO shall offer appropriate continuing education to assure that all Town District Employees are acquainted with the Town-District's general make-up, geographic areas, industrial, business and residential composition and its crime problems.

ARTICLE 4 FACILITIES AND EQUIPMENT

4.1 TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT. On the Effective Date, the TOWN shall transfer title and ownership interest to PBSO the Vehicle Fleet and Equipment in an "as is" condition and shall include attached equipment, such as light bars and cages set forth in Schedule 4. PBSO shall retain the TOWN logo and name on vehicles operated within the TOWN District.

4.2 RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES. Upon the expiration or earlier termination of this Agreement, PBSO shall return to the TOWN all equipment, vehicles, radios and facilities used by PBSO in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities as set forth in Schedule 4. Should the Agreement be terminated prior to the expiration of the Term within five years of the effective date, the aforementioned radio equipment will be returned to the TOWN, and any prorated sum for the balance of the cost of the radio equipment to be amortized over a five year period shall be paid by the TOWN. PBSO shall return all equipment, vehicles, radios and facilities in good condition, reasonable wear and tear, fire and other casualty loss excepted. TOWN shall compensate PBSO for the retransfer of such vehicles and equipment in an amount equal to the difference between their fair market value of such vehicles and equipment transferred by TOWN as reflected in Schedule 4. The fair market value of such vehicles or equipment sold, transferred, assigned and conveyed by PBSO to the TOWN pursuant to this Section shall be determined by (a) agreement, or if no agreement is reached within thirty (30) days after notice, as defined in Article 11.1, by either party that said party chooses to elect option b, (b) the average of the three appraised values according to an appraiser selected by PBSO, an appraiser selected by the TOWN, and an appraiser selected by agreement of both parties.

attorneys' fees, damages and penalties in connection therewith, and agrees that the same shall be added to, and become due and payable with, the next installment of Consideration due hereunder or, if no further Consideration is owed under this Agreement, within thirty (30) days of the TOWN's receipt of written demand therefor.

6.2.1 Traffic Funds. TOWN shall segregate all traffic ticket funds collected within the TOWN and designate such funds for the sole purpose of enhancing/increasing Police Services. TOWN shall transfer to PBSO control and custody of said monies following its approval of PBSO's proposed use.

6.2.2 Radio Costs. The cost of purchasing radios for the TOWN District Employees is included within the consideration set forth in Article 6.1., which costs shall be amortized over a period of five (5) years. Radio Startup/Expansion Contribution charged by Palm Beach County Communications Division shall be passed on to the TOWN as a direct cost as set forth in Schedule 2. PBSO will amortize the costs of the radio equipment over a five (5) year period. Should this Agreement terminate prior to the end of the five year amortized payment schedule, the TOWN shall assume responsibility for any remaining balance on the amortization schedule and PBSO will be free of obligation.

ARTICLE 7

FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE

7.1 STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS. Any and all statutory fees received by the TOWN that are earmarked for a law enforcement purpose shall be transferred and assigned by the TOWN to PBSO. All law enforcement education funds levied and collected by the Clerk of the Court for Palm Beach County, Florida and designated for use by the TOWN pursuant to Section 943.25, Florida Statutes, shall be assigned by the TOWN to PBSO for payment directly from the Clerk of the Court for Palm Beach County, Florida to PBSO. The TOWN hereby authorizes, empowers and assigns PBSO to take such actions on behalf of the TOWN to obtain such funds directly from the Clerk of the Court for Palm Beach County, Florida. If such funds were paid to the TOWN, the TOWN shall, within thirty (30) days of its receipt of same, pay such funds to PBSO. These funds shall be used by PBSO for the law enforcement education purposes authorized in said statute.

7.2 GRANT FUNDS AND MISCELLANEOUS REVENUES. The PBSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the PBSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. It is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future.

7.3 RETURN OF UNUSED FUNDS. All funds initially received by the PBSO from the TOWN under the provisions of this Article, as well as funds received directly to the PBSO after the commencement of the Agreement, shall be accounted for and reported to the TOWN annually to include the details of all revenues

received and all expenditures made. In the event of termination of the agreement all unused funds shall be returned to the TOWN within 30 days from the date of termination.

7.4 **SEIZED FUNDS.** On the Effective Date, the TOWN shall sell, assign, transfer and convey the TOWN's right, title and interest in any funds currently maintained by the TOWN in the Law Enforcement Trust Fund to PBSO for any use permitted by law. PBSO shall use any funds subsequently recovered or seized by any Town District Employee within the Town District after the effective date of this Agreement, solely within the Town District. Upon the termination of this Agreement, all right, title and interest in any funds maintained by PBSO in the Law Enforcement Trust Fund for the Town District shall revert back to the TOWN.

7.5 **EVIDENCE.** All evidence currently in the custody of the TOWN shall be transferred to the custody of PBSO. TOWN agrees to assist in the transfer of all evidence to PBSO until such time that all evidence is documented and accounted for in accordance with PBSO Policies and Procedures for maintaining evidence, even if such transfer shall continue after the commencement of the Term.

ARTICLE 8 INSURANCE

8.1 **PBSO'S OBLIGATIONS.** PBSO is self-insured and shall maintain levels of coverage consistent with its current policies during the Term. If, however, PBSO obtains insurance coverage outside any self-insurance fund currently in existence, PBSO shall maintain the same levels of coverage consistent with its Policies under its self-insurance program.

8.2 **TOWN'S OBLIGATIONS.** The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the PBSO in the event of claims related to the Facilities or damage/destruction of the Facilities leased by the PBSO under this Agreement. TOWN shall provide a copy of its insurance policies to PBSO.

ARTICLE 9 DEFAULT

9.1 **DEFAULTS.** The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

9.1.1 **Payment.** Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder;

9.1.2 **Performance of Services.** Failure of PBSO to perform the Services as required herein at any time during the Term; or

9.1.3 **Other Performance.** Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any

misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure misrepresentation or breach; or

9.1.4 Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

9.1.5 Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies.

9.2.1 Terminate and cancel this Agreement;

9.2.2 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

9.2.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or

9.2.4 Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

9.2.5 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

9.3 INTEREST AND LATE CHARGES. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay to the Non-Defaulting Party for administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to PBSO's payment obligations under this Agreement.

9.4 SEPARABILITY. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity. While the parties acknowledge that any change in governmental entities will not effect

the obligations of the TOWN and PBSO as set forth in this Agreement, the parties affirm that the Term set forth in Article 2.3 shall remain enforceable to the extent permitted by law.

9.5 **WAIVER.** No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

9.6 **FORCE MAJEURE.** If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

9.7 **ATTORNEYS' FEES.** In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

9.8 **PBSO ACKNOWLEDGMENT.** PBSO does hereby acknowledge that the TOWN is entering into this Agreement in reliance upon PBSO's obligation herein imposed for the Term. Accordingly, PBSO agrees that it shall have the right to terminate this Agreement only as permitted in this Agreement.

9.9 **PARTIES' RIGHT TO TERMINATE.** In addition to a Party's remedies as a Non-Defaulting Party in this Section, the Non-Defaulting Party may terminate this Agreement at any time by giving the Defaulting Party at least one hundred eighty (180) days prior written notice thereof. In the event of such termination by the Non-Defaulting Party, the Non-Defaulting Party shall render such aid, coordination and cooperation to the Defaulting Party that might be required for an expeditious and efficient termination of services.

ARTICLE 10 INDEMNIFICATION

10.1 **PBSO'S OBLIGATIONS.** PBSO will indemnify and save harmless the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by PBSO or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such Person's actions in connection with providing the Services

or the employment of the Town District Employees to the extent permitted by Applicable Law. This covenant and agreement of PBSO shall survive the expiration or earlier termination of this Agreement.

10.2 TOWN'S OBLIGATIONS. The TOWN will indemnify and save harmless PBSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the TOWN or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement or any collective bargaining agreement, including, without limitation, such Person's actions in connection with the employment of the Employees prior to the Effective Date, providing police related services prior to the Effective Date or any obligation or undertaking in connection with either of them to the extent permitted by law. This covenant and agreement of the TOWN shall survive the expiration or earlier termination of this Agreement.

10.3 NO DUTY OF INDEMNIFICATION. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.

10.4 SOVEREIGN IMMUNITY. PBSO and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 11 MISCELLANEOUS

11.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to the TOWN, to it at the TOWN's Address, as set forth in Article 1.1.23 if to PBSO, to him or her at PBSO's Address, as set forth in Article 1.1.15. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties at their respective addresses.

11.2 NON-ASSIGNABILITY. Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

11.3 TIME OF THE ESSENCE. Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term

11.4 ENTIRE AGREEMENT. This Agreement together with any other written agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto

and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereon.


11.5 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Palm Beach County, Florida. Each of TOWN and PBSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

11.6 WAIVER OF RIGHTS. TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and PBSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

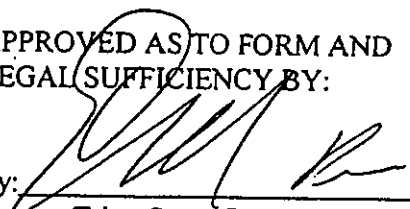
11.7 TERMINATION. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

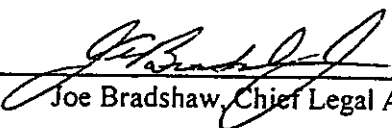
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

PBSO:
SHERIFF OF PALM BEACH COUNTY

By: 
Edward W. Bieluch, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

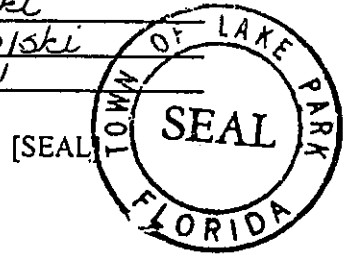
By: 
Tripp Scott, P.A., Special Counsel

By: 
Joe Bradshaw, Chief Legal Advisor

TOWN:
TOWN OF LAKE PARK

By: *Paul Wayne Castro*
Name: Paul Wayne Castro
Title: Town Mayor

Attest by: *B. Goralski*
Name: Bonnie H. Goralski
Title: Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:
By: *Betty Resch*
Betty Resch, Town Attorney

**SCHEDULE 1
DESCRIPTION OF POLICE SERVICES**

The Services which PBSO is required to provide under the Agreement shall consist of the same level and type of services provided by PBSO throughout Palm Beach County. The following are examples of services to be provided by PBSO to the TOWN, and by listing examples, the parties do not intend to set a limitation on the services to be provided by PBSO to the TOWN:

1. Uniformed Officers shall respond to and render aid in life-saving and in-progress crime scenes.
2. Each Patrol Unit shall contain all standard support equipment necessary to provide the Services.
3. Uniformed Officers shall provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period for each resident of the TOWN who registers for such service. The uniformed patrol unit shall provide a high profile in both residential and business areas.
4. Emergency 911 Services - PBSO shall answer and administer, on a twenty-four (24) hour daily basis, all telephone communications related to the Services to be provided for the TOWN. Additionally, PBSO will provide dispatching for Police Services. However, PBSO will not provide dispatching for fire services as such calls will be transferred to the appropriate dispatching agency. Said services will be provided utilizing equipment either owned, leased, or in the custody and control of PBSO located at PBSO's Address.
5. Other services including record keeping and parking enforcement. PBSO will follow established procedures and processes.
6. The uniform patrol force shall respond to and render aid in life-saving and in-progress crime scenes, and shall make every reasonable effort to respond timely.

DESCRIPTION OF ANCILLARY SERVICES

The following Ancillary Services shall be provided for the TOWN at no additional cost to the TOWN when PBSO believes such are necessary or desirable:

1. Full service crime lab.
2. Helicopter patrol.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jail services.
5. Investigators from Central Criminal investigations.
6. Marine Patrol.

7. Other support services, such as Traffic Homicide, Canine, etc. (as available to other PBSO districts or law enforcement jurisdictions).
8. Advise the TOWN of the need for additional resources including, but not limited to, Town District Employees. Upon the request of the Town Manager and PBSO's availability of resources, PBSO agrees to provide such additional resources at PBSO's then current rates or fees.
9. PBSO shall provide Uniformed Officers to provide security at all TOWN Board meetings at no additional cost to TOWN. PBSO shall also provide security and traffic detail officers to support four special event activities occurring within the TOWN at no additional cost to the TOWN. PBSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. The TOWN agrees to authorize PBSO to act as public safety representative for the TOWN in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily assigned to traffic to supplement special detail deputies.

ISSUES DESCRIPTION OF TOWN PROVIDED SERVICES AND CLARIFICATION OF OTHER SERVICE/EQUIPMENT

RADIO AND TELECOMMUNICATIONS (NON-DISPATCH) SERVICES AND EQUIPMENT.

The TOWN supports the overall concept of a regional communications system with services provided by PBSO with emergency calls for service within the TOWN being received and dispatched using a primary PSAP (public safety answering point) approach. The TOWN shall pay for upgrading its current Radio and Telecommunications Services and Equipment to allow for use within the County's 800 MHz Trunked Radio System including Startup/ Expansion Contributions, which costs shall be absorbed in the consideration set forth in Article 6.1.

(2). If the Mayor, or in the absence of the Mayor and the vice mayor of the Town the first available member of the Town Commission believes that there is a clear and present danger of a riot or other general public disorder, widespread disobedience of the law, substantial injury to persons or property due to the exigent circumstances of an emergency event within the geographical limits of the Town, to declare a state of emergency within the boundaries of the Town to expedite access to local resources needed to cope with the incident; and

(3). To take temporary emergency measures in matters of extreme necessity involving matters of public health or safety; and

(4). To issue an evacuation order of the Town should the circumstances call for such an order.

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 renumbered or re-lettered 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.