



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, December 3, 2014, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

None

D. PUBLIC COMMENT:

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

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

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

1. Regular Commission Meeting Minutes of November 19, 2014 Tab 1
  2. Legislative Priorities Workshop Minutes of November 19, 2014 Tab 2
  3. Resolution No. 43-12-14 Support the Location of Major League Baseball Teams in Central Palm Beach County (John Prince Park) Tab 3
  4. Resolution No. 44-12-14 A Resolution of the Town Commission Strongly Objecting to Recent Actions Taken by the Palm Beach County Board of County Commissioners to Withdraw Palm Beach County from the Treasure Coast Regional Planning Council Tab 4
- F. NOMINATION FOR BOARD MEMBERSHIP:
5. Ruth Rodney - Nominated for the Planning and Zoning Board as an Alternate Member Tab 5
- G. PUBLIC HEARING(S) – QUASI-JUDICIAL:
6. Resolution No. 45-12-14 Approving the Plat of Congress Business Park, P.U.D. Tab 6
- H. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None
- I. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
7. Ordinance No. 15-2014 Amending the Town’s Library Board Meeting Schedule Tab 7
- AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE TOWN CODE ENTITLED “LIBRARY BOARD”; PROVIDING FOR THE AMENDMENT OF SECTION 2-158, PERTAINING TO THE LIBRARY BOARD’S MONTHLY MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- J. NEW BUSINESS:
8. Approving a Revised Dockage Agreement for the Lake Park Harbor Marina Tab 8
  9. Resolution No. 46-12-14 Authorizing the Participation in the Joint Meetings of the Sister Cities Group of Central Palm Beach County Municipalities Tab 9
  10. Setting Dates for Future Quarterly Visioning Meetings Tab 10
- K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- L. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, December 17, 2014

# **Consent Agenda**

# TAB 1



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: December 3, 2014

Agenda Item No. 1

**Agenda Title: Regular Commission Meeting minutes of November 19, 2014**

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

Approved by Town Manager

Date:

11/24/14

*Vivian Mendez – Town Clerk*

Name/Title

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

**Summary Explanation/Background:**

**Recommended Motion:**

To approve the Regular Commission Meeting minutes of November 19, 2014.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, November 19, 2014, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
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<b>Dale S. Sugerman, Ph.D.</b>	—	<b>Town Manager</b>
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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

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

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

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

1. Regular Commission Meeting Minutes of November 5, 2014 Tab 1
  2. Legislative Priorities Workshop Minutes of November 5, 2014 Tab 2
- F. **PUBLIC HEARING(S) – QUASI JUDICIAL; (Continued from October 1, 2014 Meeting)**
3. Resolution No. 33-10-14 an Application by Aldi Florida LLC, for Special Exception Use and Site Plan Approval for a 17,107 Square Foot General Grocery Store Tab 3
- G. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**
4. Ordinance No. 15-2014 Amending the Town’s Library Board Meeting Schedule Tab 4  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE TOWN CODE ENTITLED “LIBRARY BOARD”; PROVIDING FOR THE AMENDMENT OF SECTION 2-158, PERTAINING TO THE LIBRARY BOARD’S MONTHLY MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- H. **PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**
5. Ordinance No. 14-2014 Updating the Comprehensive Plan and Capital Improvement Schedule Tab 5  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- I. **NEW BUSINESS:**
6. Resolution No. 42-11-14 Fiscal Year 2013/2014 Pre-Audit Budget Adjustments Tab 6
  7. Authorizing the Town Manager to Issue a Purchase Order for Paul Fleming Tab 7  
to Serve as Interim Marina Director during the Months of December 2014 and January 2015.
  8. Commission Discussion on the Subject of Endorsing a Resolution of Support Tab 8  
for the Palm Beach County League of Cities’ Desire to Have Palm Beach County Remain in the Treasure Coast Regional Planning Commission.
- J. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- K. **ADJOURNMENT**
- Next Scheduled Regular Commission Meeting will be held on Wednesday, December 3, 2014**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, November 19, 2014, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, November 19, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

**SPECIAL PRESENTATIONS/REPORTS**

None

**PUBLIC COMMENT:**

Paolo DellAquila – 748 W. Jasmine Drive – introduced himself and expressed an interest in opening a not-for-profit organization called “Prime Time Yes Center” at the Publix plaza on Northlake Blvd and US 1. He asked the Town for support. Town Manager Sugerman explained that he spoke with Mr. DellAquila several months ago and had explained the process involved to opening a business in Town. Commissioner O'Rourke asked if the Business Development Board would be a good resource. Town Manager Sugerman stated that depending on the amount of jobs this organization would create would determine if the Business Development Board would be able to assist. Mr. DellAquila stated that the organization would create approximately 50 jobs. Town Manager Sugerman stated that there might be opportunities through the Business Development Board for this program. He asked Mr. DellAquila to make an appointment with his office, so that he could direct him. Mayor DuBois suggested communicating with Club 100 Charities since they have a similar youth program. Vice-Mayor Glas-Castro expressed concern with this entity taking up a large portion of taxable property from the Town. Town Manager Sugerman explained that the organization was not a school or a church and therefore they would not be exempt from paying property taxes.

**CONSENT AGENDA:**

1. Regular Commission Meeting Minutes of November 5, 2014
2. Legislative Priorities Workshop Minutes of November 5, 2014

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

Motion passed 5-0.

**PUBLIC HEARING(S) – QUASI-JUDICIAL:**

**3. Resolution No. 33-10-14 An Application by Aldi Florida LLC, for Special Exception Use and Site Plan Approval for a 17,107 Square Foot Grocery Store**

The members of the Commission made the following ex-parte communication disclosures:

Commissioner O'Rourke had no ex-parte communications to disclose.

Vice-Mayor Glas-Castro disclosed that she met with the applicant.

Commissioner Rapoza had no ex-parte communications to disclose.

Commissioner Flaherty had no ex-parte communications to disclose.

Mayor DuBois disclosed that he met with the applicant.

Town Attorney Baird swore in all of the witnesses.

Town Planner, Debbie Abraham presented the item (see Exhibit "A").

Mr. Brandon Ulmer, Project Manager gave a brief presentation. (see Exhibit "A"). Mr. Jeff Williams, Real Estate Broker recapped the changes made to the site plan since the October 1, 2014 Commission meeting.

**Public Comment Open:**

None

**Public Comment Closed:**

**Motion: Commissioner O'Rourke moved to approve Resolution 33-10-14 as amended; Commissioner Rapoza seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

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

**4. Ordinance No. 15-2014 Amending the Town’s Library Board Meeting Schedule**

**Public Comment Open:**

1) Robert Shelton, *501 Lake Shore Drive*, mentioned that due to personal schedules, it was often difficult for members of the Library Board to make regularly scheduled meeting and he suggested that the Library Board meet twice a year instead of the proposed once a year.

2) Diane Bernhard, *301 Lake Shore Drive*, suggested that the Library Board meet twice a year instead of the proposed once a year and have an option to meet on an as-needed basis.

**Public Comment Closed:**

The Commission thanked the Library Board members for volunteering their time.

Library Director Karen Mahnk explained the item (see attached Exhibit “B”). Commissioner O’Rourke asked if there is a public notice requirement to assure that the public was notified of the meeting. Town Clerk Mendez explained that at least 72-hour notice is required. The notices are placed on the Library website, Town website, the marquee in front of Town Hall, and on the bulletin board in Town Hall. Commissioner O’Rourke expressed concern with the notice requirement. Library Director Mahnk explained that the Sunshine Law governs notice. Library Director Mahnk explained that agendas are typically created a month in advance. She explained that she expects the Board to meet more than twice a year, but having the flexibility to meet as-needed would benefit the Board more than being mandated by the Code to meet once a month.

**Motion: Commissioner O’Rourke moved to approve Ordinance 15-2014 as amended on first reading; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

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

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

**5. Ordinance No. 14-2014 Updating the Comprehensive Plan and Capital Improvement Schedule**

Town Planner, Debbie Abraham explained the item (see attached Exhibit “C”).

Mayor DuBois asked that the following be considered for inclusion in the Comprehensive Plan and Capital Improvement Schedule: Palm Tran as part of the coastal link Tri-rail improvements; and crosswalk improvements to Park Avenue and US1. Town Manager Sugerman suggested that this item be separated from the proposed improvements from 7<sup>th</sup> Street to 10<sup>th</sup> Street. Mayor DuBois asked if the Florida Department of Transportation (FDOT) has funds available for improvement to pedestrian crosswalks for Park Avenue and US1. Town Manager Sugerman explained that US1 is a federal road, which has been turned over to FDOT's District 4. He stated that District 4 does not have funding for these types of improvements, however if a municipality wants to fund improvements to a major road like US1 they can do so at their own expense. He suggested that the project be placed on the 2015-2016 schedule allocating \$100,000. Mayor DuBois asked that the words Palm Tran and FEC would be included. Vice-Mayor Glas-Castro stated that there might be funds available through the Metropolitan Planning Organization (MPO).

**Public Comment:**

None

**Public Comment Closed:**

**Motion: Commissioner Flaherty moved to approve Ordinance 14-2014 as amended on second reading; Commissioner O'Rourke seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

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

**NEW BUSINESS:**

**6. Resolution No. 42-11-14 Fiscal Year 2013/2014 Pre-Audit Budget Adjustments.**

Finance Director Blake Rane explained the item (see attached Exhibit "D"). Commissioner Flaherty asked if there were any excess funds left at the end of the budget year or if this was just an effort at showing that all funds were being balanced, rather than making specific changes to the budget. Finance Director Rane explained that the balance brought forward that was budgeted at the beginning of the budget year was not needed at the end of the budget year and therefore the budget was being reduced by \$82,000. Commissioner O'Rourke asked about the reduction of the Recreation Tennis Program budget. Finance Director Rane explained that the Tennis program brought in less revenue than budgeted during that fiscal year and that this adjustment was a lowering of the budgeted revenue amount; not a lowering of the tennis program expenditure amount. Town Manager Sugerman explained that the Tennis professional was changed as of May

1, 2014 and in the interim, there was less tennis play during that time. He stated that the Tennis courts were resurfaced in phases, so it did not interrupt their availability.

**Motion: Commissioner O'Rourke moved to approve Resolution 42-11-14; Commissioner Rapoza seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**7. Authorizing the Town Manager to Issue a Purchase Order for Paul Fleming to Serve as Interim Marina Director during the Months of December 2014 and January 2015.**

**Public Comment Opened:**

Diane Bernhard, *301 Lake Shore Drive*, asked if Paul Fleming was filling in as Interim Marina Director in the same manner as Jamie Titcomb had filled in as Interim Town Manager. Mayor DuBois stated "yes".

**Public Comment Closed:**

Town Manager Sugerman explained the item (see attached Exhibit "E"). Vice-Mayor Glas-Castro asked why the hiring of the Interim Marina Director was done by purchase order and not through the personnel process and what is the Interim Marina Director's background. Town Manager Sugerman explained that the Interim Marina Director is an independent contractor, not an employee of the Town. He explained that his background is over 30 years of municipal construction management, and that they had worked together for 7 years in the City of Boynton Beach, that he is a boater, but has no specific Marina Director experience. Vice-Mayor Glas-Castro asked if the Interim Marina Director was chosen because of the construction that is taking place currently at the Marina. Town Manager Sugerman explained that he was chosen for several reasons: he was available on two weeks' notice; they had 7 years of working experience together, the major construction project currently at the Marina; and he has incredible leadership skills. Vice-Mayor Glas-Castro asked why an Interim Marina Director is necessary. Town Manager Sugerman stated that there is no staff available to provide leadership at the Marina. Commissioner Rapoza asked if we are currently in the process of hiring a Marina Director. Town Manager Sugerman explained that the process has begun and interviews will be conducted on December 3 and 4<sup>th</sup>. Commissioner O'Rourke asked if there was public notice for this position. Town Manager Sugerman stated that the position has been noticed in many publications. Commissioner O'Rourke questioned if the Interim Marina Director has hiring and firing authority. Town Manager Sugerman stated that the Interim

Marina Director does not have hiring and firing authority. He clarified that the Town Manager is the only one with the hiring and firing authority.

**Motion: Commissioner O'Rourke moved not to approve the purchase order with Paul Fleming. Mayor DuBois advised the Commissioner that motions should always be stated in the positive, and that if a Commissioner were opposed to the motion, then that Commissioner should vote "no".**

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

Commissioner Flaherty stated that he would be voting against this item because an employee at the Marina was fired. Commissioner O'Rourke respectfully asked Commissioner Flaherty to refrain from continuing his comments. He stated that the hiring of this Interim Marina Director was mishandled. Vice-Mayor Glas-Castro expressed concern with hiring someone through a purchase order process. Mayor DuBois stated that the same process was used when hiring the Interim Town Manager Jamie Titcomb. He stated that the Commission does not have the authority to be involved with the hiring and firing of employees except for the Town Manager and Town Attorney.

Vote on Motion:

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

Motion failed 1-4.

**8. Commission Discussion on the Subject of Endorsing a Resolution of Support for the Palm Beach County League of Cities' Desire to Have Palm Beach County Remain in the Treasure Coast Regional Planning Commission.**

Town Manager Sugerman explained the item (see attached Exhibit "F"). Vice-Mayor Glas-Castro supports the action of the Palm Beach County League of Cities to remain in the Treasure Coast Regional Planning Commission. Mayor DuBois explained that the Palm Beach County Board of County Commissioners directed their staff to explore joining the South Regional Planning Commission versus remaining with the Treasure Coast Regional Planning Commission. The town Commission gave consensus to have a Resolution of support placed on the December 3, 2014 Commission meeting agenda.

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

**Town Attorney Baird** had no comments.

**Town Manager Sugerman** stated that Beth Keigel, President and CEO of the Northern Palm Beach County Chamber of Commerce would like the Town's support of the North

County Branding Initiative with the entry level of “Builder” donation of \$500. The Commission gave consensus to donate \$500.

**Commissioner Rapoza** had no comments.

**Commissioner Flaherty** stated that his only comment he had was a follow up to an email sent by the Town Manager over the weekend regarding the SRX liquor license loan where the Town Manager refers to offering his resignation at tonight’s Commission meeting. He stated that this is not the first time the Town Manager refers to resigning after being asked questions. Town Manager Sugerman stated that he was available to discuss anything the Commission would like. Mayor DuBois provided some background on the SRX liquor license, which was put up as collateral by the Grumpy Grouper to consider the loan. He explained that the SRX liquor license has no value to the Town. He stated that the current business owner is now utilizing the improvements to the property. Commissioner O’Rourke stated that the discussion has deviated from where it started, which was about the Town Manager’s email. He stated that he was surprised that the Town Manager was ready to “fall on his sword” for something that took place before he began his employment with the Town. He stated that he does not understand why the Town Manager would be scarifying his personal gains or putting the Town in a position where we would need to search for another Town Manager, and does not feel that this is the appropriate time. Mayor DuBois agreed that the Grumpy Grouper situation did not take place during the Town Manager’s watch, although he seems to feel responsible. Commissioner Rapoza stated that it is a lesson well learned, we should move on, and be mindful when making future decisions. She stated that she felt that everyone works very well together. Commissioner O’Rourke stated that he feels that this is a good learning process because in the future the Commission would like to see a nice restaurant in the Downtown Park Avenue area. Mayor DuBois stated that the Town has to be willing to take chances with new businesses that come into the Town. He stated that the CRA Board took the risk and that it was not the Town Manager’s fault that this happened. Commissioner Rapoza stated that she was taken aback by the Town Manager’s email. Commissioner Flaherty had no further comments.

**Commissioner O’Rourke** announced the Seafood and Music Fest on Saturday, November 22 and Sunday, November 23 at Lake Shore Park.

**Vice-Mayor Glas-Castro** stated that the Palm Beach County League of Cities general meeting would take place on Wednesday, November 26 and that All Aboard Florida would be the topic of discussion. She stated that she visited the Marina on Sunday, November 16, 2014 and noticed that construction was moving along. She asked if the sidewalk would be stamped concrete. Town Manager Sugerman stated that the sidewalk would be stamped concrete. He explained that the contractor was about two weeks behind schedule because of different issues. Vice-Mayor Glas-Castro asked for a status on the Mixed Use Federal Highway Corridor project. Town Manager Sugerman stated that we have fallen behind on that project because the Community Development Department has seen a tremendous increase in building applications. In order to roll out the Mixed Use Corridor project properly it would take a considerable amount of time, which has been difficult. He explained that he met with the Community Development Director and she has asked for additional time on the project. He stated that he has some ideas that may

help with moving the project along. He stated that he might need an additional staff person in the department in the form of a Zoning Administrator to assist with the workload. Vice-Mayor Glas-Castro stated that in August 2013, the Commission had a workshop relating to the western area of Town and the direction from the Commission was for the Planning and Zoning Board to do additional visioning and have them work on details of that area. She stated that she had even offered to volunteer her services. Town Manager Sugerman stated that she was correct; the Board has not taken on that agenda item. Vice-Mayor Glas-Castro referred to an article sent to the Commission by the Town Manager regarding visioning. She asked if that topic would be on an upcoming agenda. Town Manager Sugerman stated that it would be up to the Commission to decide. The Commission expressed consensus to have quarterly visioning workshops. Town Manager Sugerman agreed. Vice-Mayor Glas-Castro stated that she has no confidence that any of the projects would be done. She stated that things are only scheduled if and when the Manager feels like doing them. She expressed concern about not being made aware that the COP program had been modified. She stated that Attorney Glen Torcivia had sent out an email requesting a letter or Resolution supporting the building of a stadium in John Prince Park. She asked the Commission to support the concept. The Commission came to consensus to support the concept with a Resolution on the December 3, 2014 Commission agenda. Mayor DuBois stated that he has concern with the amount of funds that are being allocated for the stadium project and would not support it. Vice-Mayor Glas-Castro announced the Seafood Music Festival this weekend. She stated that this week was very frustrating with, receiving the news about the Grumpy Grouper, COP, visioning not happening, and things are not moving forward, policies of the Commission are not being followed and felt that she was ready to make a motion as follows:

**Motion: Vice-Mayor Glas-Castro moved to accept the Town Manager's resignation. The motion did not receive a seconded.**

Vice-Mayor Glas-Castro stated that she heard Commissioner O'Rourke and the Mayor say that the Town Manager is doing a good job. Commissioner O'Rourke clarified that what he said was that he felt that this was not the appropriate time to ask the Town Manager to resign. He stated that there are some bumps going on and they need to be figured out. Mayor DuBois stated that the Commission could improve their communication as to what their desires are with the Town Manager. Commissioner O'Rourke stated that he was confused with the email that was sent this weekend by the Town Manager. He would like to move forward from this topic. Town Manager Sugerman asked for clarification regarding what the Commission would like regarding Attorney Torcivia's email request. The Commission requested that the Resolution be brought forward for consideration. Commissioner Rapoza congratulated Vice-Mayor Glas-Castro on winning the Chili Cook-off.

**Mayor DuBois** congratulated the Vice-Mayor on her Chili Cook-off victory. Mr. Robert Trepp offered a 6-foot Christmas tree to be raffled during the Light up the Holidays celebration scheduled for Friday, December 5, 2014. He stated that he has been lack in perusing the topics that the Vice-Mayor mentioned earlier because things have been peaceful among the Commission and the Town Manager and he has been complacent. He stated that after the last visioning session the Commission knew that there were no funds to move forward with some of the visioning ideas discussed. He stated that he researched

mobility planning and mobility fees to prepare for a future rail station. He appreciated Captain Jerry Rapoza's efforts as a COP member. He stated that since the COP's redistricting he has noticed a higher presence of the COP car in the Town. He stated that at the last Sister Cities meeting the Treasure Coast Planning Commission was discussed. He stated that the next Sister Cities meeting would be held in Riviera Beach. Staff will provide the next date and time of the Sister Cities meeting.

### **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 8:44 p.m.

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Mayor James DuBois

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Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2014





Town of Lake Park Town Commission

Agenda Request Form

Exhibit "A"

Meeting Date: November 19, 2014

Agenda Item No. 3

Agenda Title: AN APPLICATION BY ALDI FLORIDA LLC, FOR SPECIAL EXCEPTION USE AND SITE PLAN APPROVAL FOR A 17,098 SQUARE FOOT GENERAL GROCERY STORE (Continued from October 1, 2014).

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON READING, RESOLUTION - PUBLIC HEARING/QUASI-JUDICIAL, and OTHER.

Approved by Town Manager [Signature] Date: 11/7/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Required advertisement and certified mail, Funding Source: Applicant, Acct. # 4770), Attachments (Original Staff Report, Resolution 33-10-14, Copy of Applications, Copy of Legal Ad and Certified Letter, Site Plan Package), Advertised (Date: 08-29-2014, Paper: Palm Beach Post), and Yes I have notified everyone (ND - see notation in costs field).

Summary Explanation/Background:

The Owner of the subject property, Congress Avenue Properties LLC, is currently under a purchase contract with ALDI Florida LLC (the Applicant). Aldi LLC submitted a Site Plan and Special Exception Use application to develop a 17,098 square foot "General Grocery Store" on Parcel A of the Congress Business Park Planned Unit Development (PUD).

**Section 78-77(1)(g)(3)** of town code states that the uses which are permitted within a PUD include those which are listed in the underlying zoning district. A general grocery store measuring over 10,000 square is not listed as a permitted use in the C-2 zoning district. A PUD also provides for *additional uses that may be permitted by the Town Commission following review and approval of a Special Exception Application.*

Staff has determined that because the C-2 zoning district allows smaller specialty grocery stores, ALDI's proposed 17,098 square foot "general grocery store" may be permissible if approved as an "additional" special exception use. Staff's interpretation of the code is based upon the opinion that a general grocery store is compatible with the uses and general intent of the C-2 zoning district which permits a wide variety of commercial uses.

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

The Planning & Zoning Board reviewed the applications at its September 8, 2014 meeting and provided a unanimous recommendation of approval on both the special exception use of a 17,098 square foot general grocery store and on the site plan application with all the conditions of approval proposed by staff along with additional conditions #18, #19, and #20.

**The Town Commission reviewed the applications at the October 1st Town Commission meeting. At this meeting, the Town Commission expressed concerns with the applicant's architectural elevations; truck access; cross access to the vacant property to the north; and lack of detail to the responses to the questions on the actual special exception application form.**

**The applicant resubmitted modified plans and a modified application form which incorporates the following:**

- (1) Architectural elevations with an alternative coral reef stone; real horizontal windows; additional banding and roofline projections;**
- (2) Extended foundational planting beds (along with a slight reduction to the building area by 9 square feet) and 20 foot high royal palms adorning the entrance on each side; and additional landscaping along the north property line.**
- (3) An increased truck drive aisle width of 27.4 feet to allow for better maneuvering in the rear entrance/exit area to the truck well.**
- (4) A modified special exception application form with more detailed responses.**
- (5) A cross access driveway access point to the vacant property to the north, along with the reconfiguration of the parking spaces while still retaining the required 85 parking spaces.**

**Recommended Motion: I MOVE TO APPROVE RESOLUTION 33-10-14 WITH THE CONDITIONS OF APPROVAL PROPOSED BY STAFF.**



**TOWN LAKE OF PARK  
TOWN COMMISSION  
ORIGINAL MEETING DATE: October 1, 2014  
ITEM CONTINUED TO NOVEMBER 19, 2014**

**APPLICATION:** SITE PLAN AND SPECIAL EXCEPTION USE FOR A 17,098 SQUARE FOOT ALDI GROCERY STORE WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT

**SUMMARY OF APPLICANT’S REQUEST:** The Owner of the property, which is the subject of the two Applications, is Congress Avenue Properties, LLC (Owner). ALDI Florida, LLC (“Applicant”) has a contract to purchase the property referenced in the submitted Applications for a Site Plan and the Special Exception Use of “Grocery Store”. The Applicant proposes to develop a 17,098 square foot “ALDI” grocery store on Parcel A of the Congress Business Park Planned Unit Development (“the Site”). The Site has a “Commercial/Light Industrial” land use designation and is within the previously approved Congress Business Park Planned Unit Development (PUD) Zoning District with an underlying Commercial-2 Business District (C-2) zoning designation.

**Section 78-77(1)(g)(3)** of Town Code states that the uses which are permitted within a PUD includes those which are listed in the underlying zoning district. However, within a PUD, *additional uses may be permitted by the Town Commission following review and approval of a Special Exception Application.*

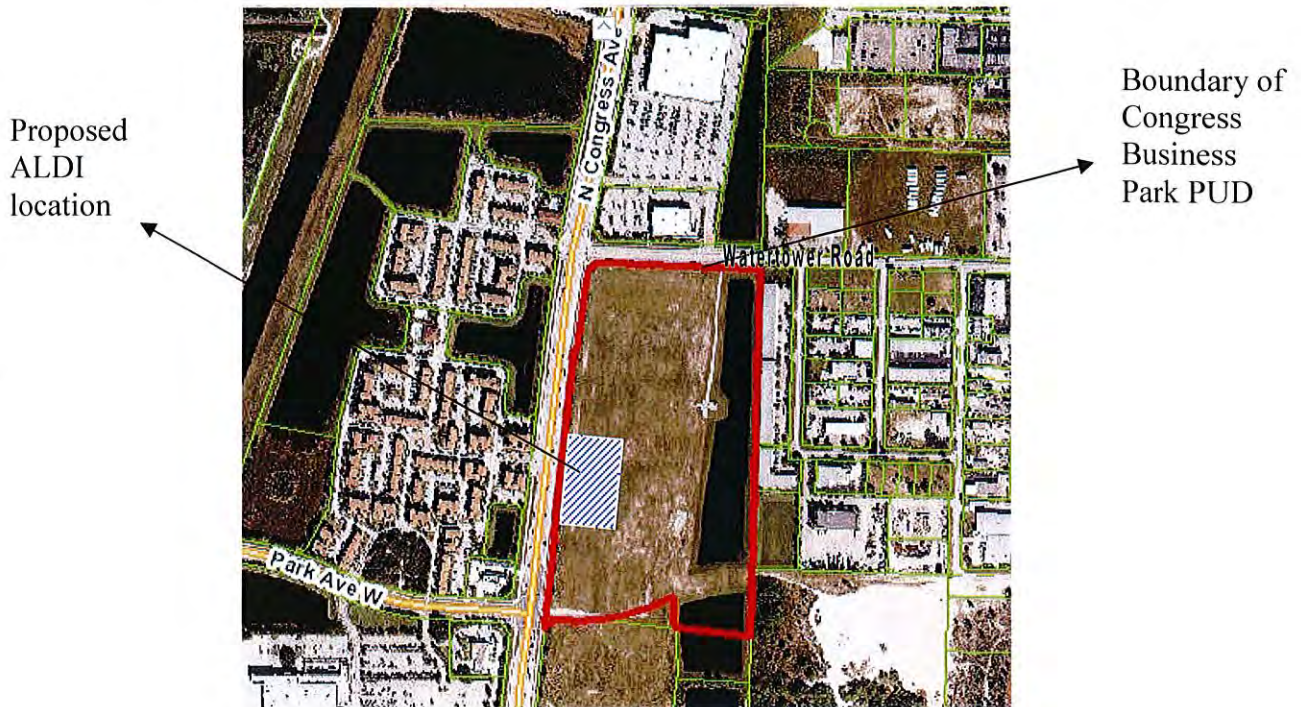
The C-2 Zoning District only allows specialty grocery stores as a use by right with a maximum building size of 10,000 square feet. Staff has determined that ALDI’s proposed grocery store is not a “specialty grocery store.” Consequently, Staff has interpreted the Applicant’s proposed 17,098 square foot *general* grocery store as being an “additional use” which would be permitted within the PUD provided it meets the criteria established by the Code for a Special Exception Use. Staff’s interpretation of the Code is based upon the opinion that a general grocery store is compatible with the uses and general intent of the C-2 Zoning District which permits a wide variety of commercial uses.

**PLANNING & ZONING BOARD (Recommended Approval 5-0: 09/08/2014):** A recommendation of approval was motioned, seconded, and approved 5-0 for both the special exception use and the site plan with additional conditions #18, #19, and #20.

**BACKGROUND:**

Applicant(s): Jeffery Williams/ALDI Florida, LLC  
Owner(s): Congress Avenue Properties, LLC  
Address/Location: North Congress Avenue  
Net Acreage: 2.38 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: Planned Unit Development (PUD)  
Commercial 2 (C-2) Business District  
Future Land Use: Commercial/Light Industrial

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



**Adjacent Zoning**

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

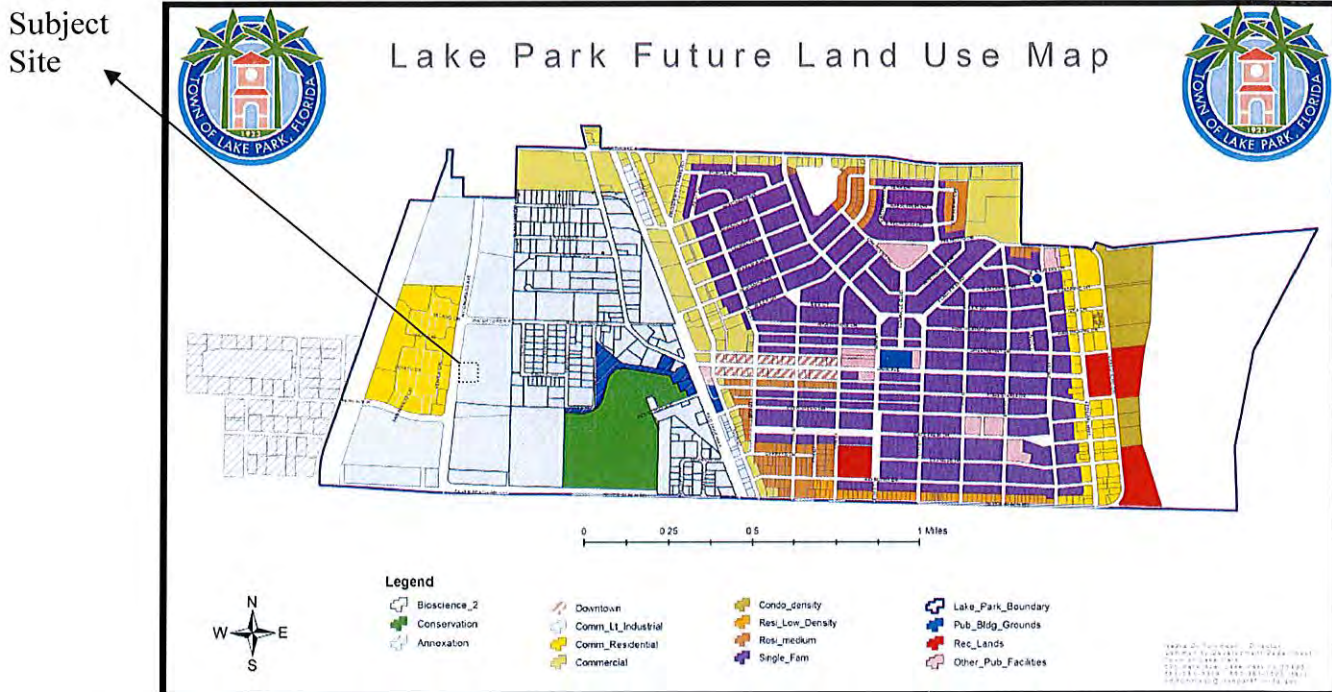
**LAKE PARK ZONING MAP**



### Adjacent Existing Land Use

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

### LAKE PARK FUTURE LAND USE MAP



## PART I: APPLICATION FOR A SPECIAL EXCEPTION USE

### ANALYSIS OF SPECIAL EXCEPTION CRITERIA

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

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

Staff has determined that the proposed use would specifically further two Objectives, and one Policy of the Future Land Use Element of the Comprehensive Plan:

*Objective 1, Policy 1.5:*

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

*Objective 5 :*

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

**The development of a new building on a currently undeveloped parcel will increase the Town's tax base. The Site is not environmentally sensitive or historically significant and therefore the development of the Site would not cause negative impacts to the surrounding area, or existing neighborhoods. The development of a general grocery store across Congress Avenue from a large residential apartment complex furthers the two Objectives and the Policy of the Comprehensive Plan of infill development which is considerate of existing neighborhoods. The Palm Beach County Traffic Division has issued a traffic concurrency letter confirming that the development of ALDI will not exceed the adopted level of service for North Congress Avenue.**

**CRITERIA MET.**

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

**The Site Plan meets the Land Development Regulations of the Town Code.**

**CRITERIA MET**

3. Is the proposed Special Exception Use compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property?

**A general grocery store is compatible with the character of the surrounding commercial uses. The commercial uses along North Congress Avenue**

**includes big box retail businesses such as Kohl's, Walmart, and Target. The Applicant's proposed hours of operation (from 9 am – 8 pm, 7 days a week) are comparable to these businesses and considerate of the surrounding areas, including the residential district directly across the proposed Site on the west side of North Congress Avenue.**

**CRITERIA MET**

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

**There are no standalone specialty or general grocery store uses along North Congress Avenue, however, several businesses along the Corridor provide food (grocery) sales as part of their operation. Given the nature of this use being proposed as a standalone grocery store, and the market it will serve, it is highly unlikely that the general grocery store would result in a proliferation of grocery stores in this area of the Town.**

**CRITERIA MET**

5. Will the proposed Special Exception Use have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;

**The proposed use is not expected to have a detrimental impact on the surrounding properties. The Site Plan meets the Code's Land Development Regulations for a general grocery store and provides sufficient parking for customers using it and the employees who will be employed there.**

**CRITERIA MET**

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

**The primary operations of the proposed Special Exception Use are entirely indoors, and therefore, should not produce any external visual or odor nuisances. Delivery trucks will bring products to the store on a regular basis. These vehicles may create some noise, odor, or other nuisances, however, this activity will take place on the exterior of the building inside the truck well which is screened from public view. The Applicant is proposing a sloped truck well where delivery trucks can unload produce and goods to be sold within the store. This type of delivery area is similar to other businesses within the corridor. This may mitigate to a small degree the noise or visual nuisances that may occur as a result of the deliveries.**



**The dumpsters will be located within the truck well and will be screened from public view as well.**

**CRITERIA MET**

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

**As previously stated, Palm Beach County's Traffic Division issued a Traffic Concurrence Letter which verifies that the projected traffic upon the affected roadways meets the County's Traffic Performance Standards based on the proposed use, can be accommodated.**

**CRITERIA MET**

(6) Does the proposed Special Exception Use:

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

**The building constructed upon the Site generally meets the setback regulations of the Town Code for a use of this nature. It should also be noted that the Site is within a "master planned" PUD.**

**CRITERIA MET**

- b. Adversely affect property values in adjacent areas.

**The Site's development will not adversely affect the property values of the adjacent uses.**

**CRITERIA MET**

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

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

**CRITERIA MET**

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

**The proposed Site is not within or in close proximity to any naturally sensitive areas or parks. The south, east, and west sides directly adjacent**

**to the Site are undeveloped, therefore, the proposed Special Exception Use will not negatively impact any open space or public facilities.**

**CRITERIA MET**

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

**The Site Plan indicates that trash receptacles, benches and bike racks will be located at appropriate locations on the Site. A pedestrian pathway across the Site provides connectivity to and from North Congress Avenue.**

**CRITERIA MET**

## **PART II: APPLICATION FOR A SITE PLAN**

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

### **SITE PLAN PROJECT DETAILS:**

**Building Site:** The Site is a parcel within a Master Plan associated with a PUD. The PUD’s underlying zoning designation is C-2. The Site is to be developed as a general grocery store of 17,098 square feet.

**Site Access:** The Site has two entrances. One entrance is on the west side of the Site and the other is on the south side, both of which are accessible by the PUD’s interior roads. The interior roads can be accessed by using the Park Avenue West Extension road which is currently under construction.

**Traffic:** The Applicant has received a Traffic Performance Standard (TPS) concurrency letter from Palm Beach County’s Traffic Division which confirms that there is adequate capacity on the roadways which serve the Site.

**Landscaping:** The Site Plan meets the Town’s Landscaping Code regulations and is consistent with the Landscaping Master Plan approved pursuant to a previously approved application for a PUD by the owner of the property. The Applicant’s Landscaping Plan has been determined to be “satisfactory for Site Plan Approval” by the Town’s consulting Landscape Architect.

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

**Parking:** The Town's Parking Code requires 5 spaces per 1,000 square feet of gross floor area. Therefore, the proposed building at 17,098 square feet requires 86 parking spaces. The Applicant is proposing 86 parking spaces, which includes 4 required handicap parking spaces.

**Signage:** The Applicant has submitted a proposed Master Signage Plan that is consistent with the Town's Sign Code and the previously approved PUD Master Signage Plan. The Applicant is proposing wall signs above the south and east building entrances, as well as a monument sign classified as a PUD Tenant Sign in the PUD regulations.

**Zoning:** The use of a general grocery store is not a use permitted by right, but rather as an "additional use" by special exception approval. The Applicant has applied for Special Exception Use approval.

**Water/Sewer:** Staff has received confirmation from Seacoast Utilities Authority that the Applicant has reserved water capacity for the Site. Drainage permits are required prior to the issuance of building permits per SUA.

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

**Fire:** Palm Beach County Fire completed a preliminary site plan review of the proposed Site Plan and has no comments pertaining to the Site Plan at this time. PBC Fire will be reviewing the plans in greater detail as part of the building permit review process at that time.

**PBSO:** The Crime Prevention Through Environmental Design (CPTED) review was done by the Town Planner who is CPTED Certified rather than the Palm Beach Sheriff's Office (PBSO). The Reviewer recommended the installation of video surveillance, but the Applicant chose to not incorporate the recommendation. The Reviewer did not raise any additional recommendations or concerns.

### PART III: STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Special Exception Use for a 17,098 square foot grocery store in the Congress Business Park PUD. Staff recommends **APPROVAL** of the Site Plan subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans:
  - a. Site Plan, Site Plan Details, and Photometric Plan referenced as Sheets C-3, C-4, and C-11 respectively; signed and sealed on October 14, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on October 15, 2014.
  - b. Landscape Plans and Irrigation Plans, referenced as Sheets LP-1, LP-2, LP-3 and LI-1, LI-2, LI-3; signed and sealed on October 14, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on October 15, 2014.
  - c. Signage Plan referenced as Sheet MS100, signed and sealed on August 22, 2014 prepared by Cuhaci & Peterson Architects Engineers Planners; received and dated by the Department of Community Development on August 29, 2014.
  - d. Floor Plan and Elevations referenced as Sheets A-131 and A-201, respectively, signed and sealed on October 6, 2014 prepared by Cuhaci & Peterson Architects Engineers Planners; received and dated by the Department of Community Development on October 15, 2014.
  - e. Paving, Grading & Drainage and Water/Sewer Plans referenced as Sheets C-5 through C-11; signed and sealed on October 14, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on October 15, 2014.
  - f. Survey dated May 20, 2014 referenced as Drawing D99-240K prepared by Lidberg Land Surveying Inc. signed and sealed on May 20, 2014 and received by the Department of Community Development on September 3, 2014.
2. Construction is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.
3. Any proposed disruption to the normal flow of traffic within the rights of way of North Congress Avenue or the Park Avenue West Extension during the construction of the Site, shall be subject to the review and approval of the Community Development Director (the Director).

4. Should any disruption to the normal flow of traffic occur during construction of the Site, the construction shall immediately cease until the Directors of the Town's Public Works Department and Community Development Departments have reviewed the situation and given the Applicant written approval to proceed.
5. Should any disruption to the surrounding entrance/exit streets and parking areas along North Congress Avenue or the Park Avenue West Extension occur such that the daily operation of nearby businesses is adversely impacted, the construction activities shall cease until the Applicant has secured the written approval of the Director.
6. All landscaping shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of the issuance of the Certificate of Occupancy by the Town. The Owner/Applicant shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
7. The hedge material for the Site shall be maintained at five feet unless otherwise noted on the approved plans for the Site or the PUD.
8. Safe and adequate pedestrian passage shall be maintained along the Site's entrances.
9. The Applicant shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during construction of the Site.
10. The dumpster shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.
11. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site Plan and the Landscaping Plan.
12. The Site shall be subject to the Unity of Control which has been approved for the PUD. No building permit shall be issued until and unless an executed Unity of Control approved by the Town Attorney has been recorded.
13. Prior to the issuance of a building permit, the Applicant shall submit an application for a Plat and receive its approval by the Town.
14. Prior to the issuance of any building permits, the Applicant shall submit copies of any permits required by other agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection.
15. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, statement of use, photometric plan, or other detail submitted as part of the

Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department, and shall be subject to its review and approval.

16. Prior to the issuance of a Certificate of Occupancy for the grocery store, the Owner and Applicant shall ensure that all of the Park Avenue Extension, the interior roadways and curb cuts as shown in the approved PUD Master Plan have been constructed and approved by the Town Engineer.
17. Continuous access shall be maintained between all parcels in accordance with the PUD Master Plan and Section 78-144 of the Town Code and cross access agreements may be required as additional properties within the PUD get developed.
18. The Owner or Applicant shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Failure to do so shall render the Development Order void. Once initiated, the development of the Site shall be completed within 18 months.
19. **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

**RESOLUTION NO. 33-10-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION USE FOR A 17,098 SQUARE FOOT ALDI GROCERY STORE TO BE LOCATED WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN AND USE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, ALDI Florida, LLC, (“Applicant”) is proposing to develop a 17,098 square foot “ALDI” grocery store on Parcel A of the Congress Business Park Planned Unit Development Zoning District (the Site); and

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

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

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

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

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

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

**WHEREAS**, the Community Development Department has determined that the use of a “Grocery Store” would be consistent with the uses permitted in the C-2 Zoning District; and

**WHEREAS**, the Town’s Planning and Zoning Board has reviewed the Applications and has recommended to the Town Commission that it approve the Applications with certain conditions; and

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

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

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

**Section 1:** The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Commission hereby approves a Site Plan and the special exception use of "Grocery Store" subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans:
  - a. Site Plan, Site Plan Details, and Photometric Plan referenced as Sheets C-3, C-4, and C-11 respectively; signed and sealed on October 14, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on October 15, 2014.
  - b. Landscape Plans and Irrigation Plans, referenced as Sheets LP-1, LP-2, LP-3 and LI-1, LI-2, LI-3; signed and sealed on October 14, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on October 15, 2014.
  - c. Signage Plan referenced as Sheet MS100, signed and sealed on August 22, 2014 prepared by Cuhaci & Peterson Architects Engineers Planners; received and dated by the Department of Community Development on August 29, 2014.
  - d. Floor Plan and Elevations referenced as Sheets A-131 and A-201, respectively, signed and sealed on October 6, 2014 prepared by Cuhaci & Peterson Architects Engineers Planners; received and dated by the Department of Community Development on October 15, 2014.
  - e. Paving, Grading & Drainage and Water/Sewer Plans referenced as Sheets C-5 through C-11; signed and sealed on October 14, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on October 15, 2014.
  - f. Survey dated May 20, 2014 referenced as Drawing D99-240K prepared by Lidberg Land Surveying Inc. signed and sealed on May 20, 2014 and received by the Department of Community Development on September 3, 2014.
2. Construction is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.
3. Any proposed disruption to the normal flow of traffic within the rights of way of North Congress Avenue or the Park Avenue West Extension during the construction of the



- Site, shall be subject to the review and approval of the Community Development Director (the Director).
4. Should any disruption to the normal flow of traffic occur during construction of the Site, the construction shall immediately cease until the Directors of the Town's Public Works Department and Community Development Departments have reviewed the situation and given the Applicant written approval to proceed.
  5. Should any disruption to the surrounding entrance/exit streets and parking areas along North Congress Avenue or the Park Avenue West Extension occur such that the daily operation of nearby businesses is adversely impacted, the construction activities shall cease until the Applicant has secured the written approval of the Director.
  6. All landscaping shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of the issuance of the Certificate of Occupancy by the Town. The Owner/Applicant shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
  7. The hedge material for the Site shall be maintained at five feet unless otherwise noted on the approved plans for the Site or the PUD.
  8. Safe and adequate pedestrian passage shall be maintained along the Site's entrances.
  9. The Applicant shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during construction of the Site.
  10. The dumpster shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.
  11. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site Plan and the Landscaping Plan.
  12. The Site shall be subject to the Unity of Control which has been approved for the PUD. No building permit shall be issued until and unless an executed Unity of Control approved by the Town Attorney has been recorded.
  13. Prior to the issuance of a building permit, the Applicant shall submit an application for a Plat and receive its approval by the Town.
  14. Prior to the issuance of any building permits, the Applicant shall submit copies of any permits required by other agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection.

15. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, statement of use, photometric plan, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department, and shall be subject to it's review and approval.
16. Prior to the issuance of a Certificate of Occupancy for the grocery store, the Owner and Applicant shall ensure that all of the Park Avenue Extension, the interior roadways and curb cuts as shown in the approved PUD Mater Plan have been constructed and approved by the Town Engineer.
17. Continuous access shall be maintained between all parcels in accordance with the PUD Master Plan and Section 78-144 of the Town Code and cross access agreements may be required as additional properties within the PUD get developed.
18. The Owner or Applicant shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Failure to do so shall render the Development Order void. Once initiated, the development of the Site shall be completed within 18 months.
19. **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

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

**Section 4.** This Resolution shall become effective upon adoption.



**Community**

OCT 13 2014

**Development**

**THE TOWN OF LAKE PARK**

Community Development Department

**APPLICATION FOR SPECIAL EXCEPTION REVIEW**

Name of Applicant/Agent: Jeffrey Williams / ALDI Florida LLC

Address: 2056 Vista Parkway, Suite 200  
West Palm Beach, FL 33411

Telephone: 813-446-5915 Fax: 888-635-6198

E-mail address: jeff.williams@aldi.us

\_\_\_\_ Owner \_\_\_\_\_ Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): CONGRESS AVENUE PROPERTIES LTD

4500 PGA Boulevard Suite 207  
Address: Palm Beach Gardens, FL 33418

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

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

Property Location: North Congress Avenue, Lake Park, FL 33403

Legal Description: Refer to survey

Property Control Number: 3643421900005040

Future Land Use: P.U.D. Zoning: C2

Acreage: 2.54 Square Footage of Use: 17,107 sf

Proposed Use: GROCERY STORE

**Adjacent Property**

Direction	Zoning	Business Name	Use
North	C2	Vacant	Vacant Commercial
East	C2	Vacant	Vacant Commercial
South	C2	Vacant	Vacant Commercial
West	TND	Residential	Residential

**APPLICATION REQUIREMENTS:**

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

The development of a new building on a currently undeveloped parcel will increase the Town's tax base. The site is not environmentally sensitive or historically significant and therefore the development of the site would not cause negative impacts to the surrounding area, or existing neighborhoods. The development of a general grocery store across Congress Avenue from a large residential apartment complex furthers the two objectives and the policy of the Comprehensive Plan of infill development which is considerate of existing neighborhoods. The Palm Beach County Traffic Division has issued a traffic concurrency letter confirming the development of Aldi will not exceed the adopted level of service for North Congress Avenue.

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

The proposed site plan has been reviewed for consistency with the Land Development Code and has been determined to meet or exceed the required Development Codes.

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3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

The development of a general grocery store is compatible with the character of the surrounding commercial uses. The commercial uses along North Congress Avenue include big box retail businesses such as Kohl's, Walmart, and Target. The applicant's proposed hours of operation (from 9 am- 8 pm, 7 days a week) are comparable to these businesses and considerate of the surrounding areas, including the residential district directly across the proposed site on the west side of North Congress Avenue.

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

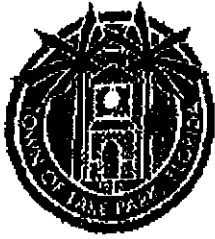
The proposed Grocery Store is currently the only grocery store proposed in the Commerce Park. In addition it is the only grocery store along the North Congress Avenue corridor however, there are several businesses along the Corridor that provide food (grocery) sales as part of their operation. Given the nature of this use being proposed as a standalone grocery store, and the market it will serve, it is highly unlikely that the general grocery store would result in a proliferation of grocery stores in this area of the Town.

5.a. The proposed site is not expected to have a detrimental impact on the surrounding properties. The site plan meets the LDR for a general grocery store and provides the required parking for customers and employees.  
5.b. The primary operations of the proposed Special Exception Use are entirely indoors, and therefore, should not produce any external visual or odor nuisances. The truck delivery service may create some noise, odor, or other nuisances, however, this activity will take place on the exterior of the building inside the truck well which is screened from public view. This type of delivery area is similar to other businesses within the corridor. This may mitigate to a small degree the noise or visual nuisances that may occur as a result of the deliveries. The dumpster is proposed to be located within the truck well and will be screened from Public view as well.  
5c.PBC Traffic division has issues a traffic concurrency letter which states that the adjacent roadways have the required capacity for the Proposed Use.

5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the Special Exception use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use.
6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

6.a. The building location on the Site generally meets the setback regulations of the Town Code for a use of this nature. It should be noted that the Site is within a "master planned" PUD.  
6.b. It is not anticipated that the Site's development will not adversely affect the adjacent property values.  
6.c. The proposed Special Exception Use would not be a deterrent to the improvement, development or redevelopment of surrounding properties.  
6.d. The proposed Site is not within or in close proximity to any naturally sensitive areas or parks. The proposed is within a PUD therefore the North, East and South sides about the PUD which is currently undeveloped. The west side is adjacent to North Congress Avenue, therefore the proposed Special Exception Use will not negatively impact any open space or public facilities.  
6.e. The site plan indicates that trash receptacles, benches and bike racks will be located at appropriate locations on the Site. Pedestrian access has been provided in all direction adjacent to the PUD and the Site provides connectivity to and from North Congress Avenue.

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



**THE TOWN OF LAKE PARK**  
**APPLICATION FOR SITE PLAN REVIEW**

Project Name: ALDI - Lake Park

Property Address: North Congress Avenue, Lake Park, FL 33403

Owner: CONGRESS AVENUE PROPERTIES LTD Address: 4500 PGA Boulevard Suite 207 Palm Beach Gardens, FL 33418

Applicant (if not owner): Jeffrey Williams / ALDI Florida LLC

Applicant's Address: 2058 Vista Parkway, Suite 200 West Palm Beach, FL 33411 Phone: 813-446-5915

Fax: 888-635-6188 Cell Phone: \_\_\_\_\_ E-Mail: jeff.williams@aldi.us

Property Control Number (PNC): 3643421900005840

**Site Information:**

General Location: Parcel of Land on East side of North Congress Avenue between Water Tower Road and Park Avenue West

Address: North Congress Avenue, Lake Park, FL 33403

Zoning District: C-2 Business district Future Land Use: Comm LI Industrial Acreage: 2.54

**Adjacent Property:**

Direction	Zoning	Business Name	Use
North	C2	Vacant	Vacant Commercial
East	C2	Vacant	Vacant Commercial
South	C2	Vacant	Vacant Commercial
West	TND	Residential	Residential

**Justification:**

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

- 1 Explain the nature of the request Construction of a +/- 17,135 square foot ALDI grocery store and associated parking lot and driveways.

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

The proposed site is within a commercial business area so the proposed project should not have an adverse impact to surrounding projects.

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

Proposed commercial business use complies with the current zoning and future land use designation.

**Legal Description:**

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

Legal Description See attached legal description.

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

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

3-5-14  
\_\_\_\_\_  
Date

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description
2. That he/she is requesting \_\_\_\_\_  
in the Town of Lark Park, Florida
3. That he/she has appointed Ryan Thomas, Brandon Ulmer, Thomas Engineering Group  
to act as authorized on his/her behalf to accomplish the above project

Name of Owner CONGRESS AVENUE PROPERTIES Ltd.

[Signature]  
Signature of Owner

Judith Galvia, V-President  
By Name/Title

4500 PGA Boulevard Suite 207  
Street Address

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

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

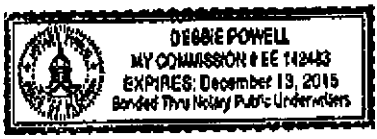
\_\_\_\_\_  
City, State, Zip code

561-691-9050  
Telephone Number

561-622-1851  
Fax Number

\_\_\_\_\_  
Email Address

Sworn and subscribed before me this 5<sup>th</sup> day of March 2014



[Signature]  
Notary Public

My Commission expires \_\_\_\_\_



**RECEIPT**

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

Please take notice and be advised that the Planning & Zoning Board will hold a public hearing on Monday, September 8, 2014 at 7:00 p.m. in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, for a Special Exception Use Application and a Site Plan Application by ALDI Florida, LLC. The Special Exception Use Application seeks to establish the use of a general grocery store within the Congress Business Park Planned Unit Development (PUD), to be located on a parcel between Watertower Road and the Park Avenue West, on the east side of North Congress Avenue. The Site Plan Application proposes the development of the proposed 17,107 square foot, one-story general grocery store within the above-referenced PUD. The applications will also tentatively be heard by the Town Commission of the Town of Lake Park at the meeting of Wednesday October 1, 2014 at 6:30 p.m., or as soon thereafter as can be heard. in the Lake Park Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida.

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

Town Clerk: Vivian Mendez  
8-29/2014 #294761



**Town of Lake Park  
Community Development Department**

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

August 28, 2014

**Re: ALDI Florida, LLC - Special Exception Use & Site Plan Application**

Dear Property Owner:

Please be advised that ALDI Florida, LLC (also known as "ALDI") has filed an application for Special Exception to establish the use of a general grocery store within the Congress Business Park Planned Unit Development (PUD), to be located on a parcel between Watertower Road and Park Avenue West, on the east side of North Congress Avenue. The Applicant is also requesting approval of a Site Plan Application to develop the 17,107 square foot, one-story general grocery store in the above referenced PUD.

The Planning and Zoning Board will conduct a public hearing to consider these applications on Monday, September 8, 2014 at 7:00 p.m.

The item will also tentatively be heard by the Town Commission on Wednesday, October 1, 2014 at 6:30 p.m., or as soon thereafter as can be heard.

Both hearings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida. If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3319.

Sincerely,



Bebbie Abraham, Town Planner

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3320 Fax: 561-881-3323  
Web Site: [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) Email: [dabraham@lakeparkflorida.gov](mailto:dabraham@lakeparkflorida.gov)

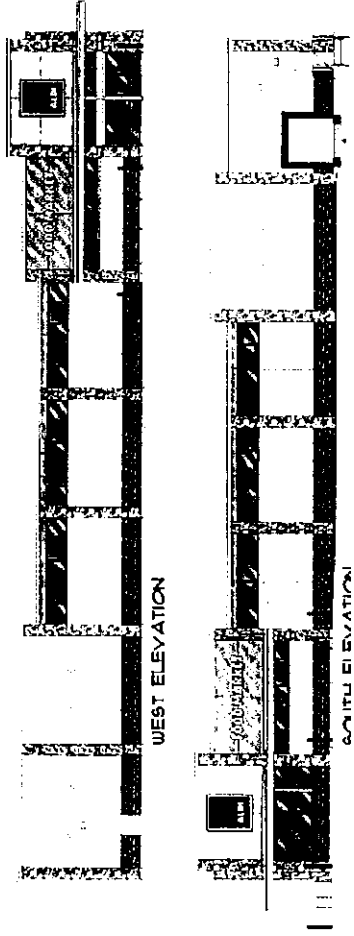
# **Town Commission Meeting**

**November 19, 2014**

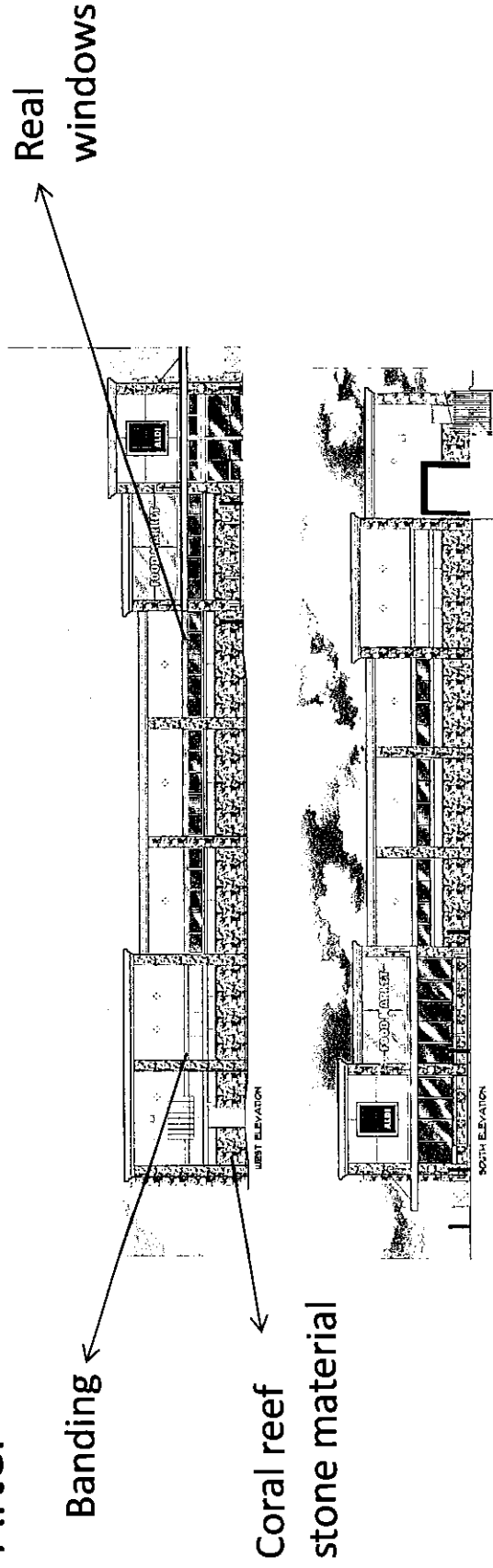
**ALDI Special Exception & Site Plan**

# ALDI Architectural Elevations

Before

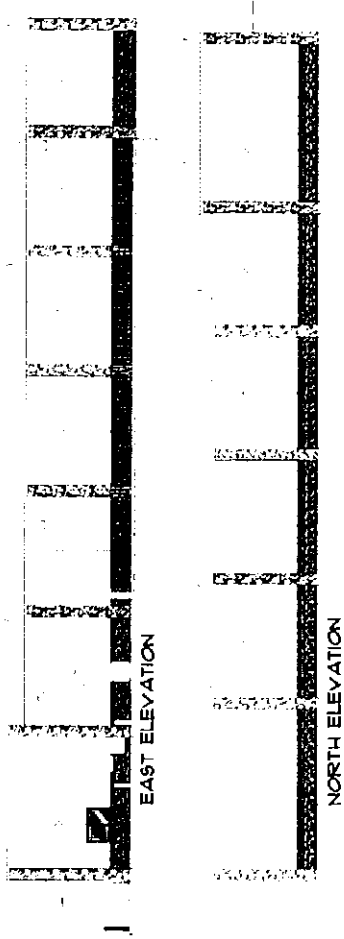


After

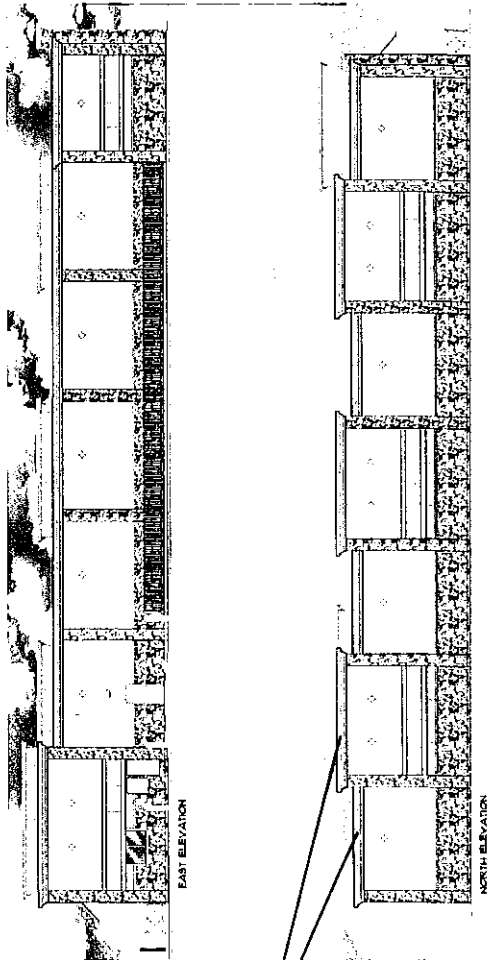


# ALDI Architectural Elevations

Before



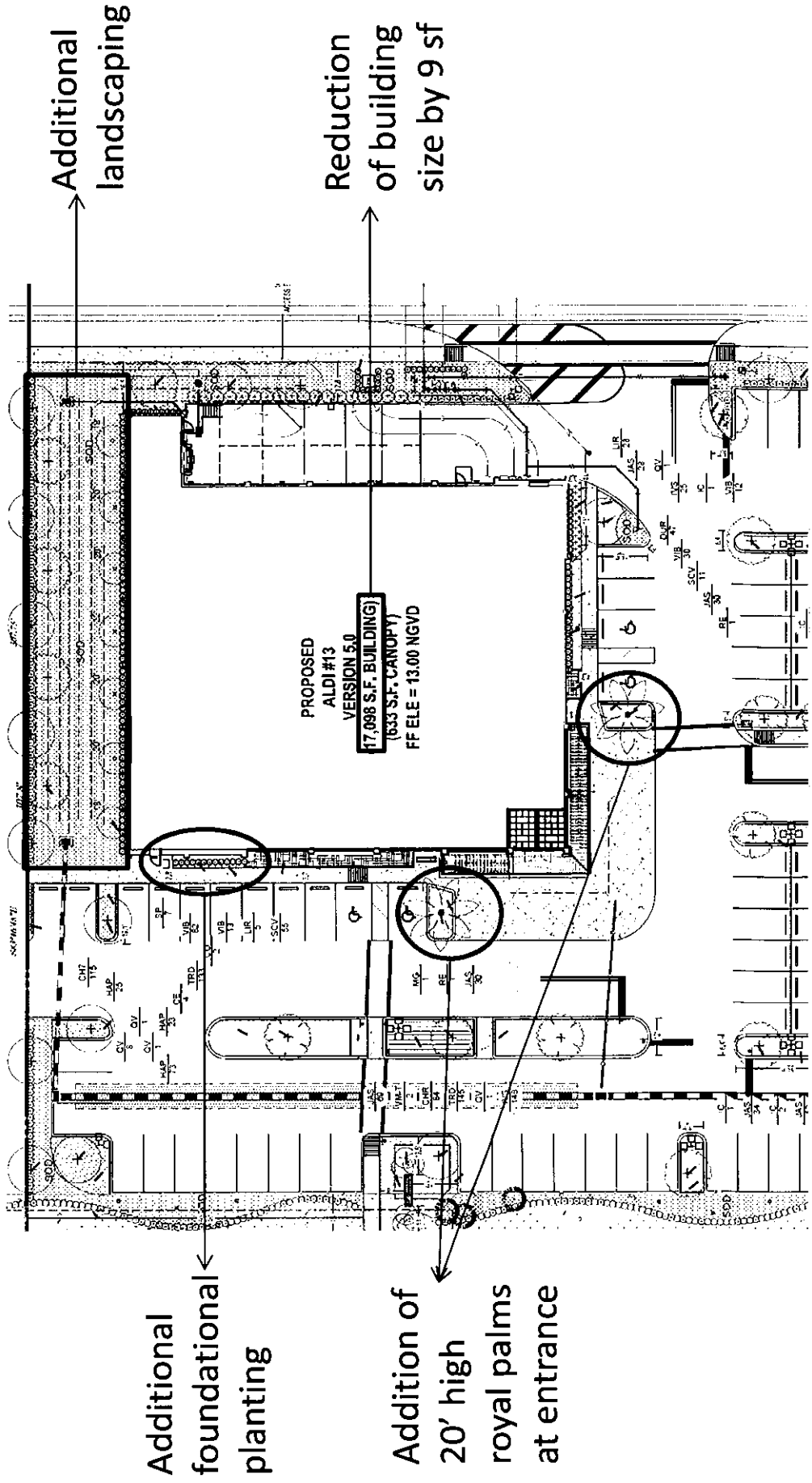
After



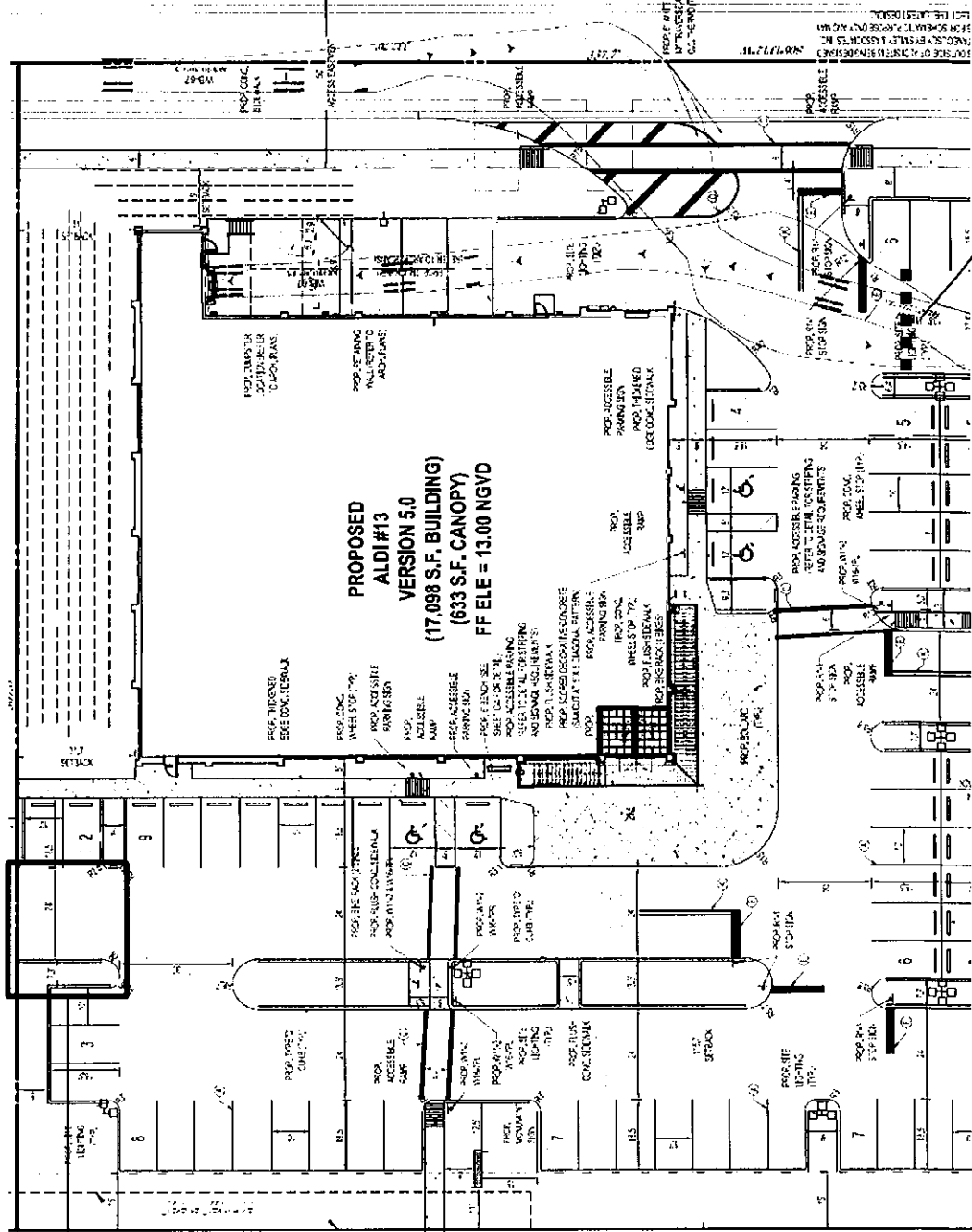
Varied roof  
line  
projections



# ALDI Landscaping Plan

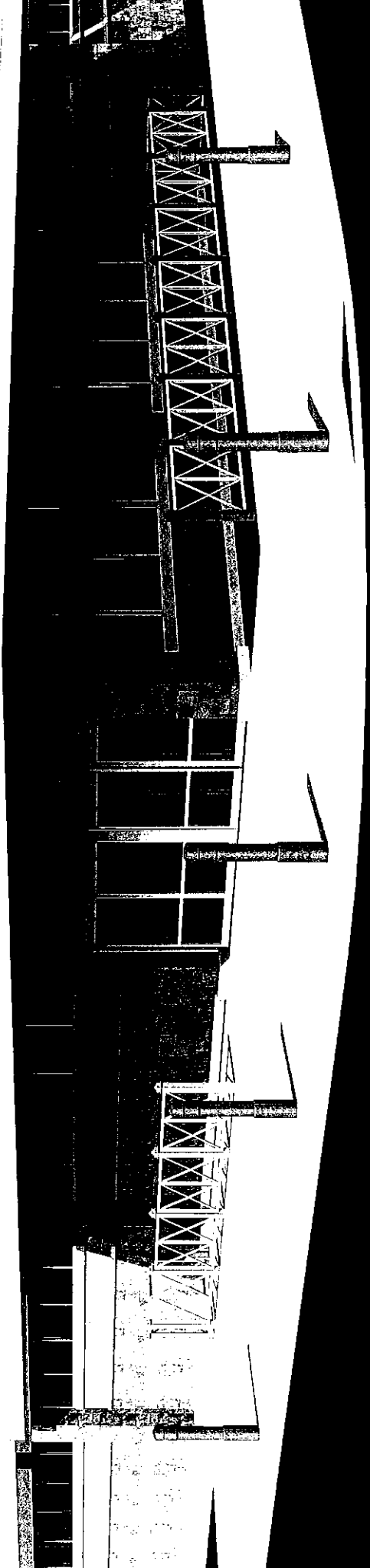
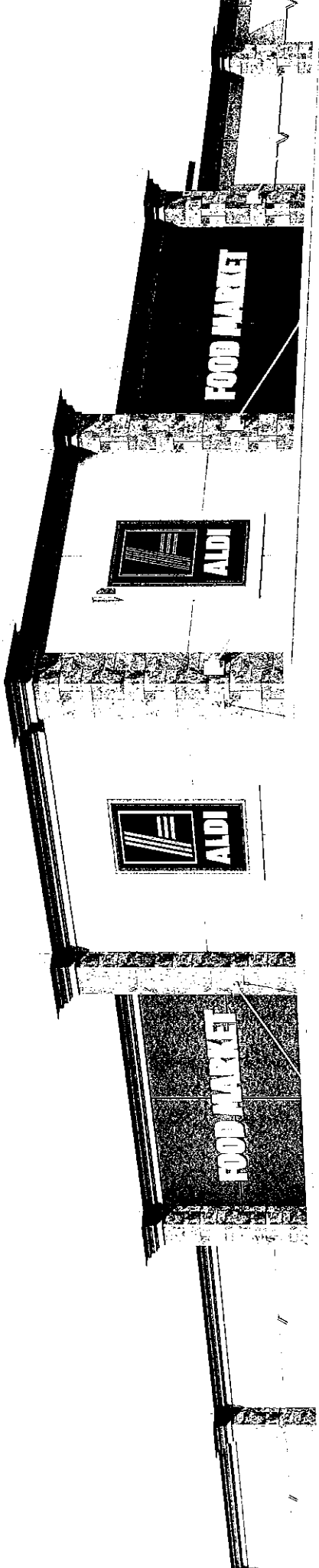


# ALDI Site Plan



Extended driveway for cross access

Increased truck drive aisle width of 27.4'





# SITE DEVELOPMENT DRAWINGS FOR: **ALDI #13** **CONGRESS BUSINESS PARK P.U.D.**

**LAKE PARK**  
 PALM BEACH COUNTY, FL  
 SECTION 19, TOWNSHIP 42 S, RANGE 43 E

**FOR**  
**ALDI FLORIDA, INC**

**THOMAS ENGINEERING & SURVEYING, INC.**  
 1000 CORPORATE DRIVE, SUITE 200  
 FT. LAUDERDALE, FL 33304  
 PH: (954) 302-7000  
 FX: (954) 302-7070  
 WWW.THOMASENGINEERINGGROUP.COM

NO.	DATE	REVISIONS
1		CONTRACT
2		PERMITS
3		COMMENTS
4		REVISED

**811**  
 CALL BEFORE YOU DIG  
 1-877-872-5872

**ENTIREMENT**

**ALDI #13**  
**CONGRESS BUSINESS**  
**PARK P.U.D.**

**ALDI**  
 CITY OF LAKE PARK  
 FLORIDA

**THOMAS**  
 1000 CORPORATE DRIVE, SUITE 200  
 FT. LAUDERDALE, FL 33304  
 PH: (954) 302-7000  
 FX: (954) 302-7070  
 WWW.THOMASENGINEERINGGROUP.COM

**BRANDON ULMER**  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 46068  
 1000 CORPORATE DRIVE, SUITE 200  
 FT. LAUDERDALE, FL 33304  
 PH: (954) 302-7000  
 FX: (954) 302-7070  
 WWW.THOMASENGINEERINGGROUP.COM

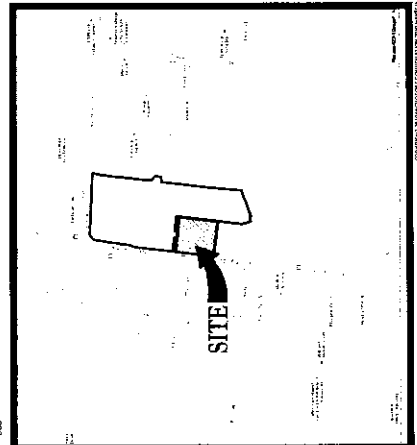
**COVER SHEET**  
 SHEET NO.  
**C-1**

**SHEET INDEX**

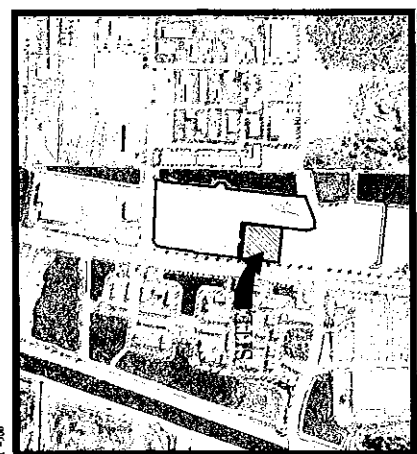
COVER SHEET	C1	1 of 1
GENERAL NOTES	C2	
SITE PLAN	C3	
SITE PLAN DETAILS	C4	
PAVING, GRADING & DRAINAGE PLAN	C5	
PAVING, GRADING & DRAINAGE DETAILS	C6	
CROSS SECTIONS	C7	
WATER & SEWER PLAN	C8	
WATER & SEWER DETAILS	C9	
EROSION CONTROL PLAN	C10	
EROSION CONTROL DETAILS	C11	
SITE PHOTOMETRICS	LP1	
LANDSCAPE PLANTING PLAN	LP2	
LANDSCAPE PLANTING DETAILS	LP3	
LANDSCAPING GENERAL NOTES	LI1	
IRRIGATION PLAN	LI2	
IRRIGATION SCHEDULES & NOTES	LI3	
IRRIGATION DETAILS	LI4	
LAND SURVEY	LS	
OPERATIONS PLAN (FLOOR PLAN)	A-101	
BUILDING ELEVATIONS	A-201	
BUILDING SECTION	A-302	
MONUMENT SIGN	MS100	

ALL ELEVATIONS ARE BASED ON  
 NATIONAL MEAN SEA LEVEL  
 DATUM, OCT. 26, 1983 (NOV. 2002)

**LOCATION MAP**



**VICINITY AERIAL MAP**



**PREPARED BY**

**THOMAS ENGINEERING & SURVEYING, INC.**  
 1000 CORPORATE DRIVE, SUITE 200  
 FT. LAUDERDALE, FL 33304  
 PH: (954) 302-7000  
 FX: (954) 302-7070  
 WWW.THOMASENGINEERINGGROUP.COM

**PROPERTY DESCRIPTION**

THIS PROPERTY IS A 100,000 SQUARE FOOT (2.28 ACRES) PARCEL OF LAND, MORE OR LESS, LOCATED IN SECTION 19, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, WITH BOUNDARIES AS SHOWN ON PLAT 2015-00767-0000.

THE PROPERTY IS BEING DEVELOPED AS A RETAIL STORE. THE DEVELOPER HAS OBTAINED A DEVELOPMENT ORDER FROM THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, DATED 06/11/2015, FOR THE DEVELOPMENT OF THIS PROPERTY. THE DEVELOPMENT ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 2. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 3. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AND SERVICES AS SHOWN ON THE RECORD PLANS.
- 4. THE DEVELOPER SHALL MAINTAIN ALL EROSION CONTROL MEASURES AS SHOWN ON THE RECORD PLANS.
- 5. THE DEVELOPER SHALL MAINTAIN ALL LANDSCAPING AND PLANTING AS SHOWN ON THE RECORD PLANS.
- 6. THE DEVELOPER SHALL MAINTAIN ALL WATER AND SEWER LINES AS SHOWN ON THE RECORD PLANS.
- 7. THE DEVELOPER SHALL MAINTAIN ALL OTHER FEATURES AS SHOWN ON THE RECORD PLANS.

THIS PROPERTY IS BEING DEVELOPED AS A RETAIL STORE. THE DEVELOPER HAS OBTAINED A DEVELOPMENT ORDER FROM THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, DATED 06/11/2015, FOR THE DEVELOPMENT OF THIS PROPERTY. THE DEVELOPMENT ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS:

CONTAINMENT IN ALL 100,000 SQUARE FEET OR 2.28 ACRES MORE OR LESS

GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

SANITARY SEWER NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

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WATER DISTRIBUTION AND/OR SANITARY SEWER FORCE MAIN SYSTEM

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

SEPARATION OF WATER AND SEWER MAINS

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

STORM DRAINAGE

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

PAVING

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

PAVEMENT MARKING AND SIGNAGE

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

PROJECT RECORD DOCUMENTS

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

PROJECT CLOSEOUT

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PARKERSBURG, WEST VIRGINIA, AND THE STATE OF WEST VIRGINIA.

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THOMAS CONGRESS BUSINESS PARK P.L.D. ENTITLEMENT. Includes logos for THOMAS, ALDI #13, and BRANSON ULMER. Also contains a table with columns for DATE, DESCRIPTION, and AMOUNT.

811  
KNOW WHAT'S BELOW  
BEFORE YOU DIG  
Call 811 or visit  
www.811.com

ENTERTAINMENT

DATE: _____	APPROVED BY: _____
DATE: _____	APPROVED BY: _____

ALDI #13  
CONGRESS BUSINESS  
PARK P.U.D.

CITY OF LAKE PARK  
FLORIDA

HOMAS

BRANDON ULMER

PROFESSIONAL ENGINEER

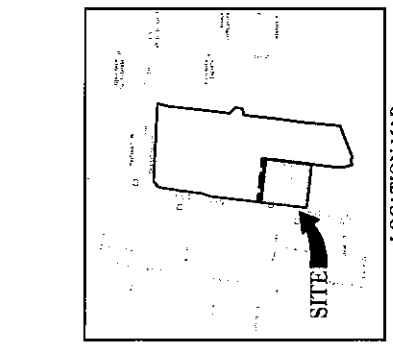
REGISTERED IN FLORIDA

BRANDON ULMER

DATE: \_\_\_\_\_

SITE PLAN

C-3



### SITE DATA

OWNER: CONGRESS BUSINESS PROPERTIES, LTD.	PROPOSED: VACANT COMMERCIAL
TAX MAP ID: _____	PROPOSED USE: VACANT COMMERCIAL
CURRENT USE: _____	LAND USE DESIGNATION: COMMERCIAL / LIGHT INDUSTRIAL
PREVIOUS ZONING: _____	OVERALL LOT AREA: 19,411 SF (0.44 AC)
ZONING DESIGNATION: _____	ADJACENT ROADWAY: _____
ADJACENT ROADWAY: _____	PROJECT LOT AREA: 17,445 SF (0.40 AC)

TOTAL AREA: 17,445 SF (0.40 AC)
PROPOSED AREA: 17,445 SF (0.40 AC)
PROPOSED IMPROVED AREAS: 17,445 SF (0.40 AC)
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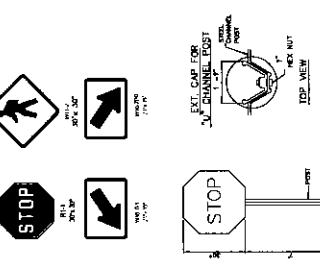
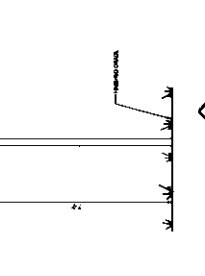
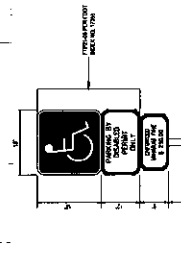
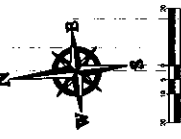
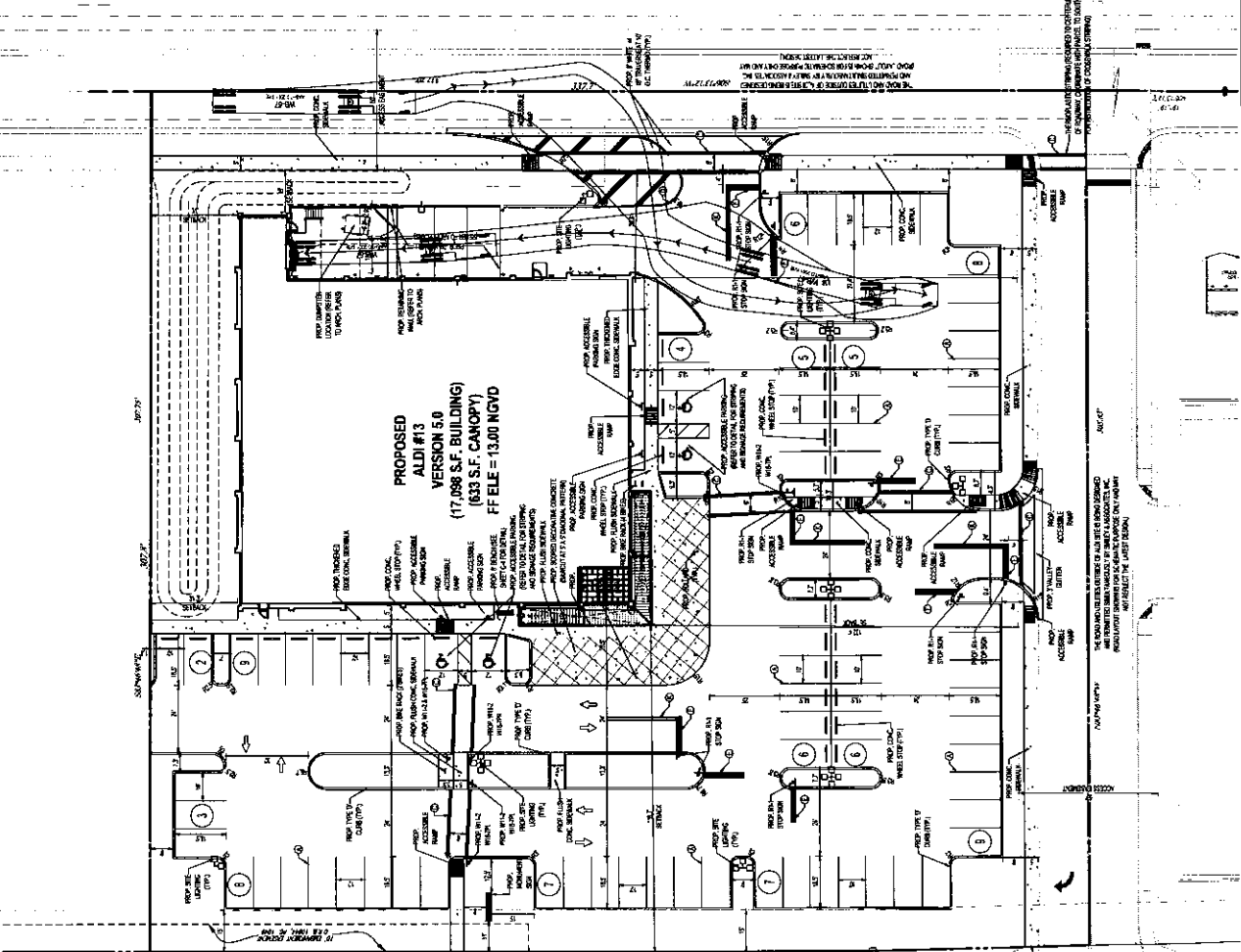
BUILDING HEIGHT: _____	ROOF AREA: _____
BUILDING FOOTPRINT: _____	EXPOSED: _____
MAXIMUM GROUND COVER: _____	AREA: _____
WEST CONCRETE AREA: _____	AREA: _____

REQUIREMENTS: _____	REQUIREMENTS: _____
REQUIREMENTS: _____	REQUIREMENTS: _____
REQUIREMENTS: _____	REQUIREMENTS: _____
REQUIREMENTS: _____	REQUIREMENTS: _____

### REQUIREMENTS

- ALL STRUCTURE SHALL BE CONFORMANT WITH THE COMMUNITY DEVELOPMENT DEPARTMENT'S PROVISIONS FOR VACANT COMMERCIAL USE AND SHOWN ON THE ZONING MAP.
- ALL STRUCTURE SHALL BE CONFORMANT WITH THE COMMUNITY DEVELOPMENT DEPARTMENT'S PROVISIONS FOR VACANT COMMERCIAL USE AND SHOWN ON THE ZONING MAP.
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- ALL STRUCTURE SHALL BE CONFORMANT WITH THE COMMUNITY DEVELOPMENT DEPARTMENT'S PROVISIONS FOR VACANT COMMERCIAL USE AND SHOWN ON THE ZONING MAP.



### SYMBOL KEY

A - 4" SOLID WHITE
B - 4" SOLID WHITE
C - 12" SOLID WHITE
D - 4" SOLID WHITE
E - 4" SOLID WHITE
F - 4" SOLID WHITE
G - 4" SOLID WHITE
H - 4" SOLID WHITE
I - 4" SOLID WHITE
J - 4" SOLID WHITE
K - 4" SOLID WHITE
L - 4" SOLID WHITE
M - 4" SOLID WHITE
N - 4" SOLID WHITE
O - 4" SOLID WHITE
P - 4" SOLID WHITE
Q - 4" SOLID WHITE
R - 4" SOLID WHITE
S - 4" SOLID WHITE
T - 4" SOLID WHITE
U - 4" SOLID WHITE
V - 4" SOLID WHITE
W - 4" SOLID WHITE
X - 4" SOLID WHITE
Y - 4" SOLID WHITE
Z - 4" SOLID WHITE

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**ENTITLEMENT**  
APPROVED BY  
DATE

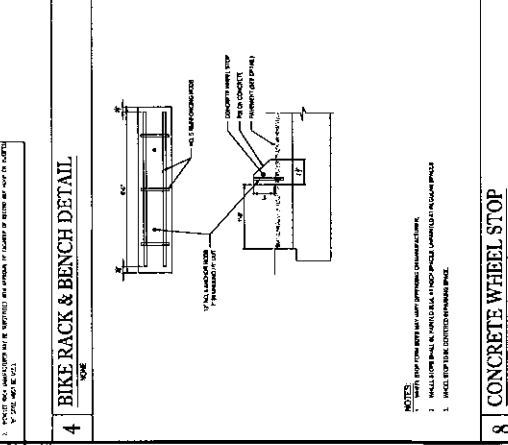
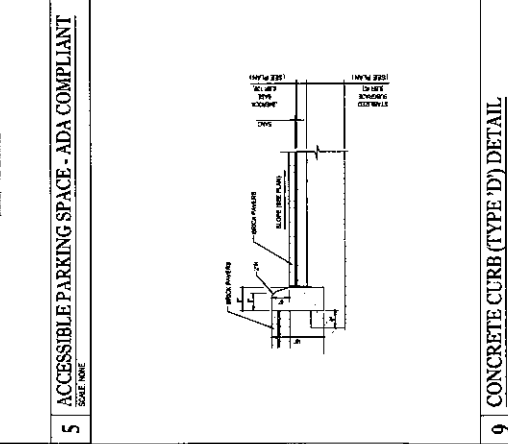
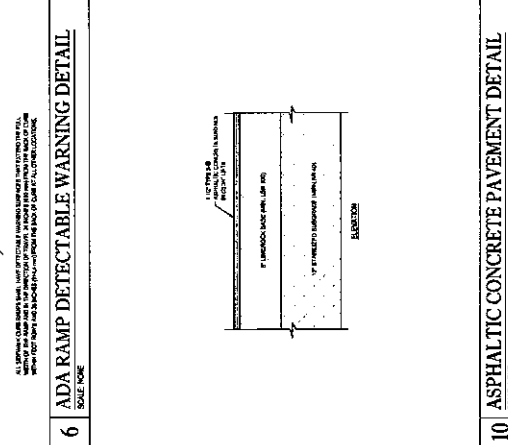
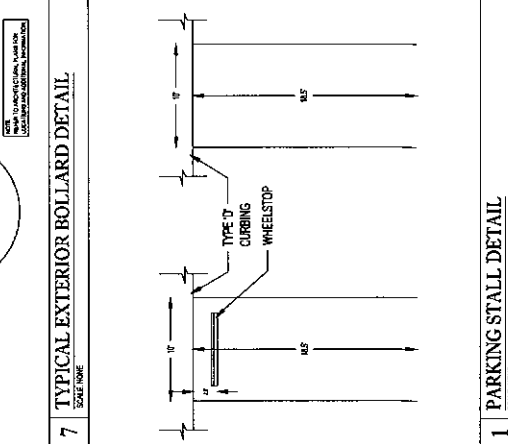
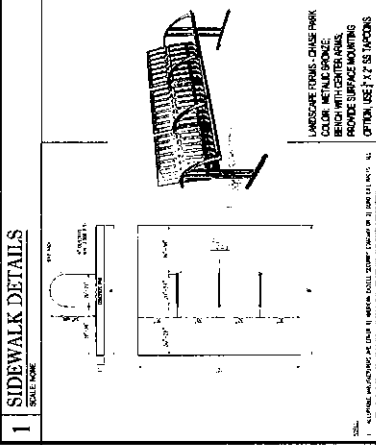
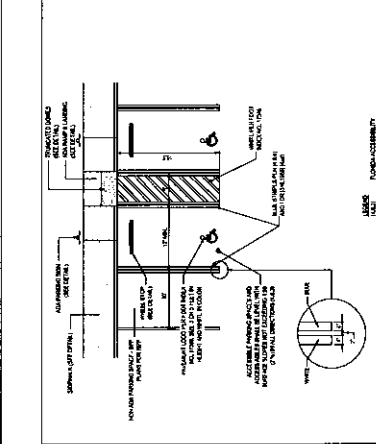
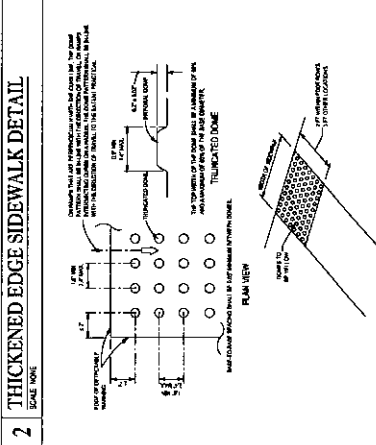
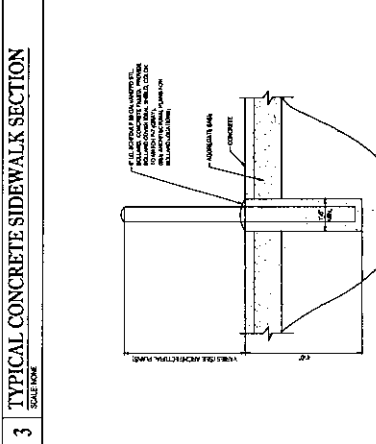
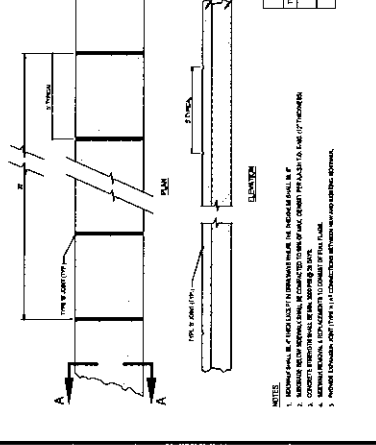
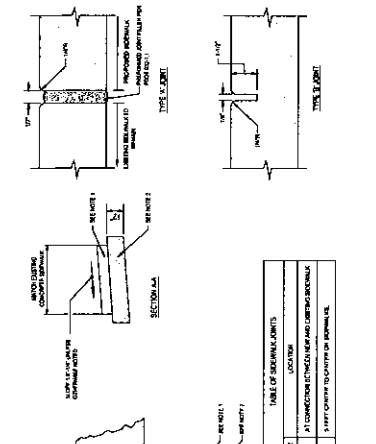
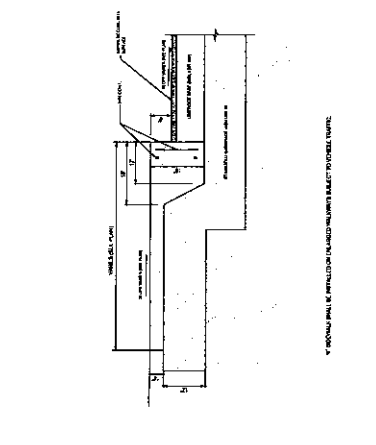
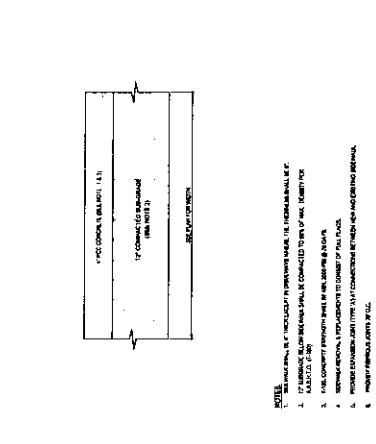
**ALDI #13  
CONGRESS BUSINESS  
PARK FULL**

**CITY OF LAKE PARK  
FLORIDA**

**HOMAS**  
ADDRESS: 10000 W. UNIVERSITY BLVD.  
MIRAGE, FL 34655  
TEL: 813-941-1100  
WWW.HOMASCONCRETE.COM

**BRANDON OLMER**  
PROFESSIONAL ENGINEER  
FLORIDA LICENSE NO. 12400  
LAKELAND REGISTERED PROFESSIONAL ENGINEER

**SITE DETAILS**  
SHEET NUMBER: **C-4**





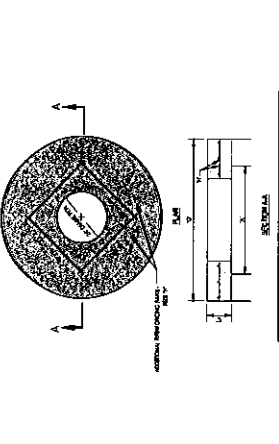
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2	10/18/11	ISSUED FOR PERMITS
3	10/18/11	ISSUED FOR PERMITS

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**ENTIREMENT**  
 CONTRACT NO. 1000000000000000  
 PROJECT: ALDJI #13 CONGRESS BUSINESS PARK P.A.U.D.  
 FOR: CITY OF JAMES PARK, TEXAS

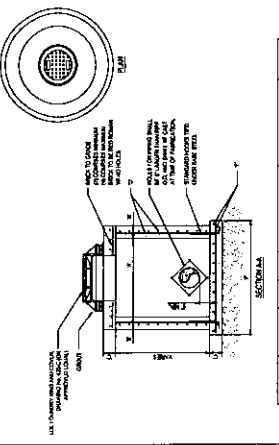
**HOMAS**  
 BRANDON J. ULMER  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 16018  
 EXPIRES 12/31/2012

**DRAINAGE DETAILS**  
 SHEET NUMBER: **C-6**



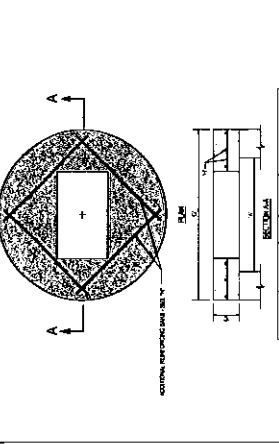
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4	40' x 40'	40' x 40'	40' x 40'	40' x 40'	40' x 40'	40' x 40'

**4 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES**  
 SCALE: NONE



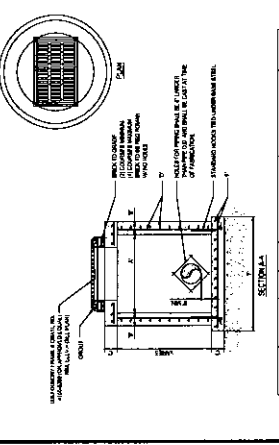
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4	40' x 40'	40' x 40'	40' x 40'	40' x 40'	40' x 40'	40' x 40'

**3 PRECAST CIRCULAR DRAINAGE MANHOLE**  
 SCALE: NONE



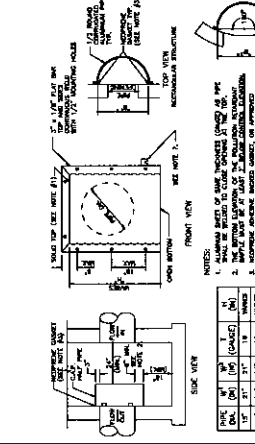
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**2 PRECAST CONCRETE-TOP SLAB**  
 SCALE: NONE



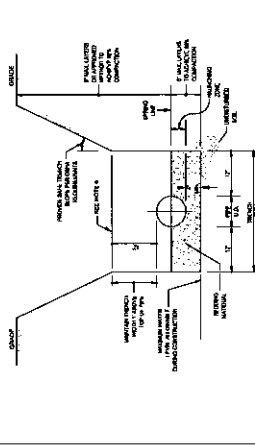
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**1 PRECAST CIRCULAR CURB INLET**  
 SCALE: NONE



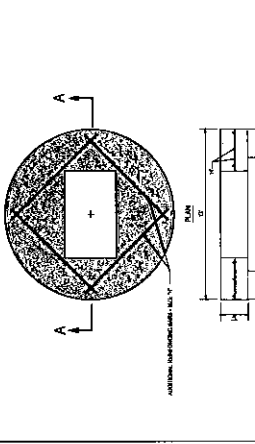
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**7 TRENCH DETAIL**  
 SCALE: NONE



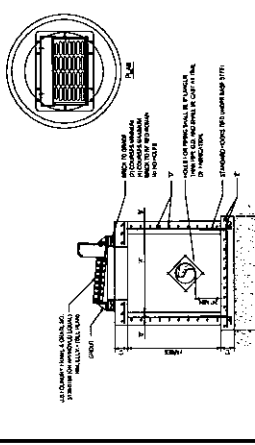
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**11 SAWCUT/MATCH ASPHALT PAVEMENT DETAIL**  
 SCALE: NONE



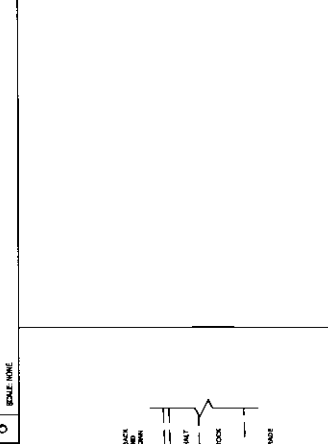
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**6 PRECAST CONCRETE-TOP SLAB**  
 SCALE: NONE



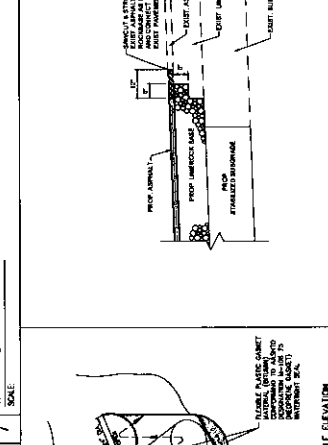
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**9 EXFILTRATION TRENCH**  
 SCALE: NONE

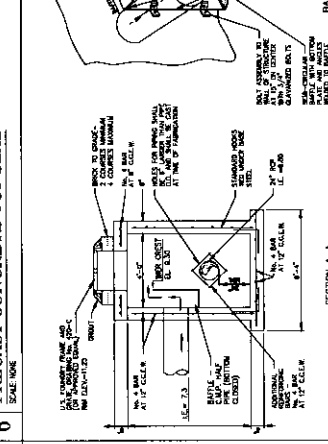


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3	40' x 40'	40' x 40'	40' x 40'	40' x 40'	40' x 40'	40' x 40'
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
**8 POLLUTION RETARDANT BAFFLE DETAIL**  
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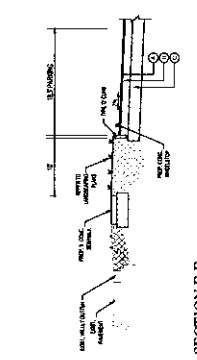


**10 INVERTED DERRICK BAFFLE (CONTROL STRUCTURE)**  
 SCALE: NONE

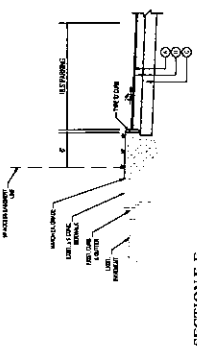


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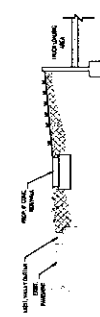
<b>HOMAS</b> CIVIL ENGINEERING PROJECT MANAGEMENT CONSULTING ENGINEERING ARCHITECTURE 10000 W. UNIVERSITY BLVD. SUITE 100 TAMPA, FL 33613 TEL: 813.973.1100 WWW.HOMAS.COM	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td></td> <td>AS NOTED PER PLAN</td> </tr> <tr> <td>2</td> <td></td> <td>AS NOTED PER ASSESSMENT PER CC COMMENTS</td> </tr> <tr> <td>3</td> <td></td> <td>REVISIONS</td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> </tr> </table>	NO.	DATE	REVISION	1		AS NOTED PER PLAN	2		AS NOTED PER ASSESSMENT PER CC COMMENTS	3		REVISIONS	4			5			6			7			8			9			10			 <p>KNOW WHAT'S BELOW CALL BEFORE YOU DIG 1-800-4-A-DAWG www.callbeforeyoudig.com</p>	ENTITLEMENT PROJECT NO. _____ SHEET NO. _____ OF _____ DATE: _____	ALDI #13 CONGRESS BUSINESS PARK PLAZA TAMPA, FL 33613 PROJECT NO. _____ SHEET NO. _____ OF _____ DATE: _____	 <p>ALDI          CITY OF LAKE PARK          FLORIDA</p>	 <p>HOMAS          CIVIL ENGINEERING          PROJECT MANAGEMENT CONSULTING ENGINEERING ARCHITECTURE          10000 W. UNIVERSITY BLVD. SUITE 100          TAMPA, FL 33613          TEL: 813.973.1100          WWW.HOMAS.COM</p>	BRANDON ULMER PROFESSIONAL ENGINEER LICENSE NO. 12508 FLORIDA REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 12508 SHEET TITLE CROSS SECTIONS SHEET NUMBER: <b>C-7</b>
NO.	DATE	REVISION																																						
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2		AS NOTED PER ASSESSMENT PER CC COMMENTS																																						
3		REVISIONS																																						
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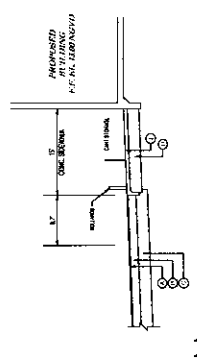
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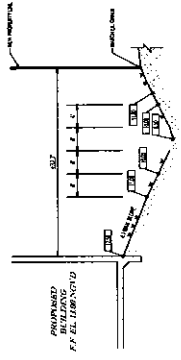
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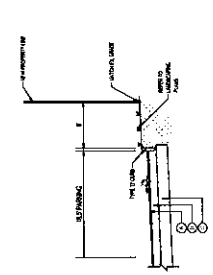
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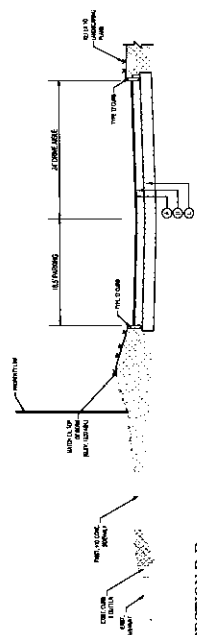
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SECTION B-B  
NOT TO SCALE



SECTION C-C  
NOT TO SCALE



SECTION D-D  
NOT TO SCALE

**PAVEMENT LEGEND**

- (A) WEARING SURFACE - ASPHALT AREAS ONLY  
 2 INCHES OF GRAV-FINE MIX ASPHALTIC CONCRETE (8:1 LIFTS), COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-99. THE SECOND LIFT OF ASPHALT SHALL NOT BE PLACED UNTIL ALL OTHER WORK ON THE SITE HAS BEEN COMPLETED. UPON COMPLETION OF SECOND LIFT OF ASPHALT, ANY SCRATCHES, GAGES, OR LOSS OF AGGREGATE WILL NOT BE ACCEPTED. CONTRACTOR TO REMEDY ALL HOLES, BLEMMISHES, ETC. PRIOR TO THE UNIFORM INSTALLATION OF SECOND LIFT. AFTER SECOND LIFT OF ASPHALT IS INSTALLED, TAMPING ROLLING IS REQUIRED.
- (B) LIME ROCK BASE - (ASPHALT VEHICULAR PAVED AREAS)  
 LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-99 (OR 100). OTHER SUBSTITUTES SHALL BE PER FOOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LSR 100).
- (C) SUB-BASE - 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-99 (MIN LSR 40).
- (D) COMPACTED SUBGRADE - (WALKWAYS AND CONCRETE PAVEMENT)  
 COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-99.
- (E) CONCRETE SIDEWALK  
 4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.
- (F) CONCRETE SIDEWALK  
 8" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.

**HOMAS**

10000 W. BOYD AVENUE, SUITE 200  
 BOYDTON, FLORIDA 32009  
 TEL: 904.226.1100  
 WWW.HOMASDESIGN.COM

NO.	DATE	DESCRIPTION
1	10/07/14	ISSUED FOR PERMITS
2	08/14/14	REVISED PER COMMENTS



**ENTITLEMENT**

PROJECT: ALDI #13 CONGRESS BUSINESS PARK P.U.D.

DATE: 10/07/14

SCALE: AS SHOWN

**HOMAS**

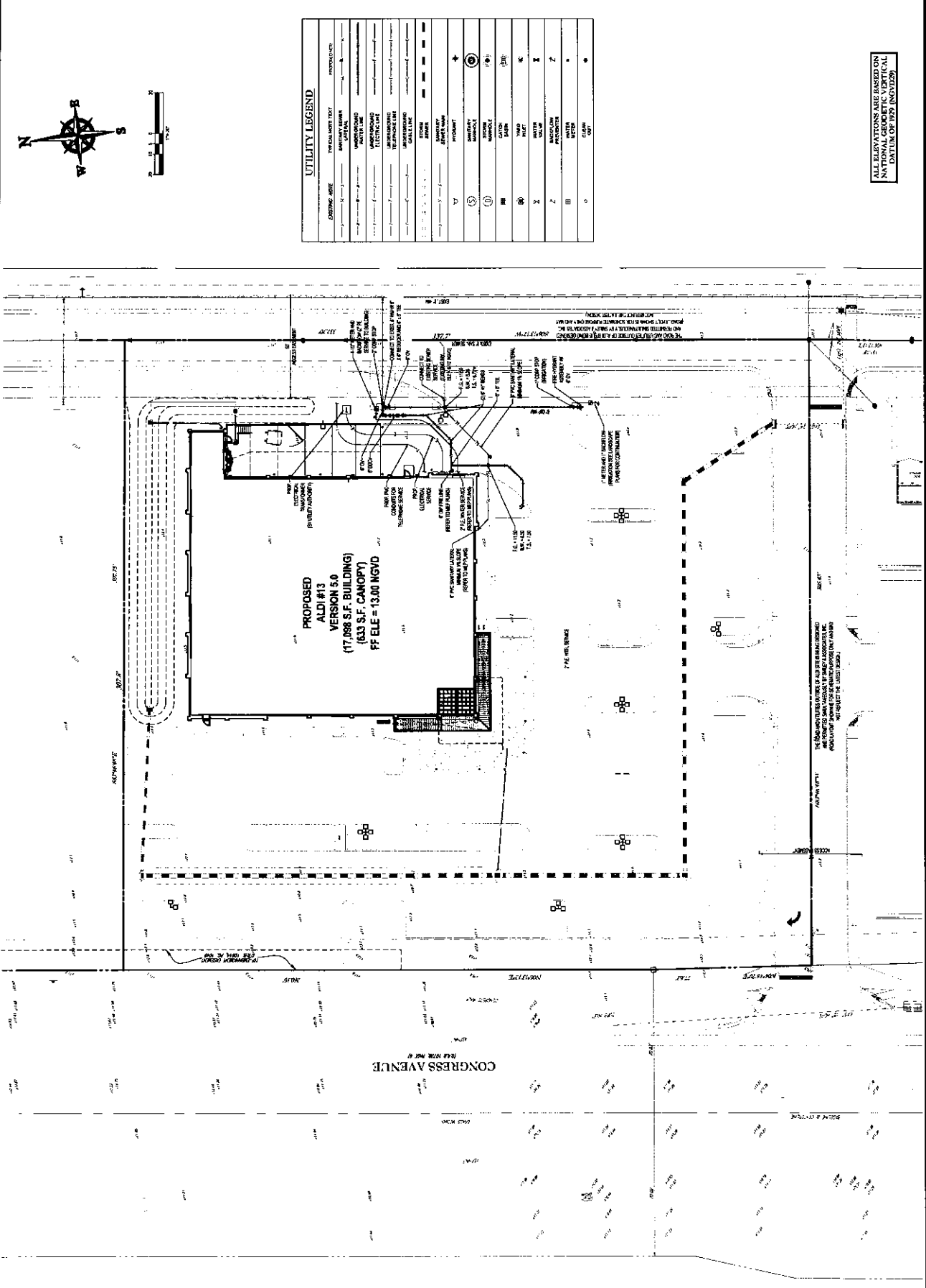
10000 W. BOYD AVENUE, SUITE 200  
 BOYDTON, FLORIDA 32009  
 TEL: 904.226.1100  
 WWW.HOMASDESIGN.COM

**BRANDON ULMER**

PROFESSIONAL ENGINEER  
 10000 W. BOYD AVENUE, SUITE 200  
 BOYDTON, FLORIDA 32009  
 TEL: 904.226.1100  
 WWW.HOMASDESIGN.COM

**UTILITIES PLAN**

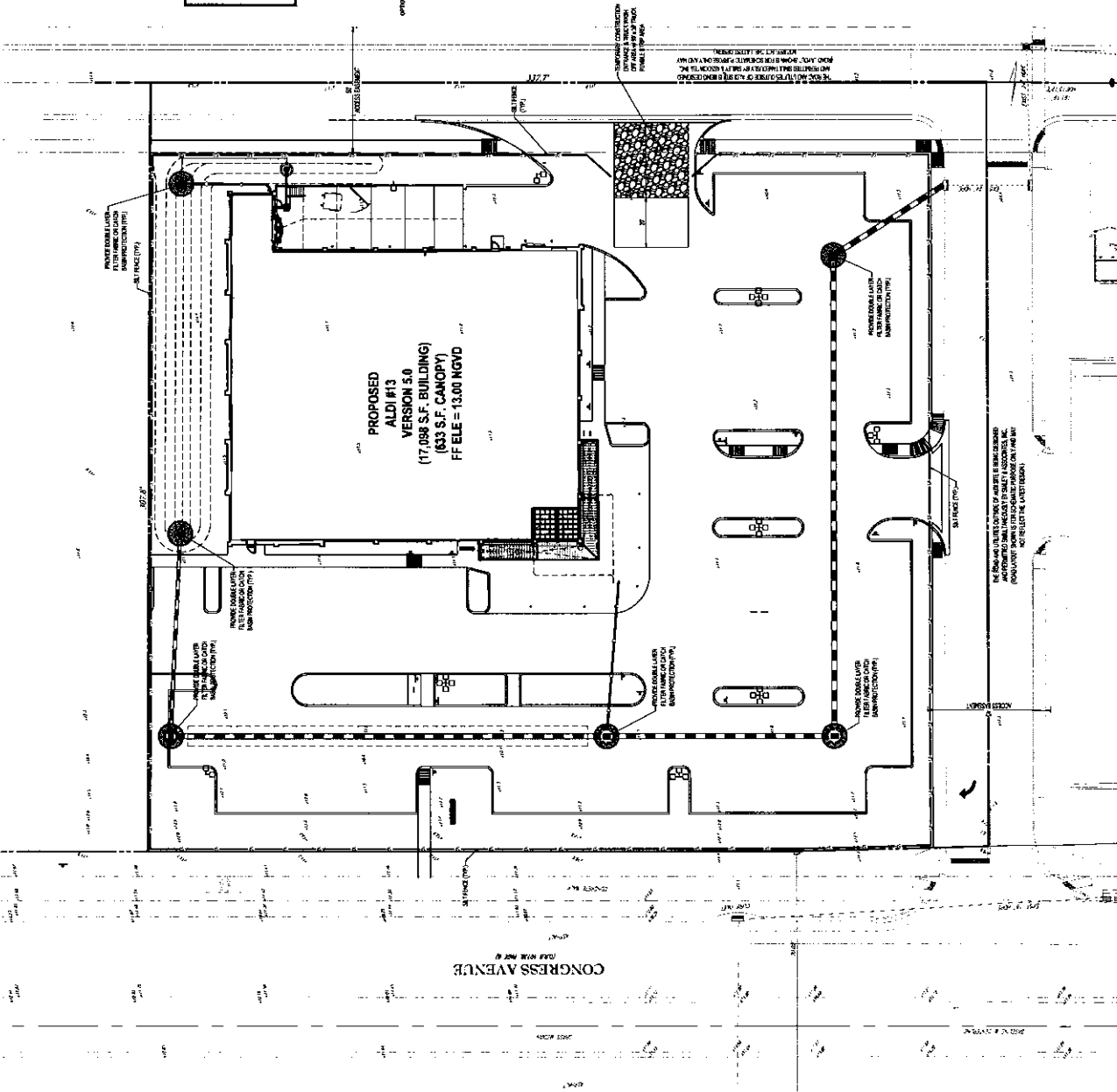
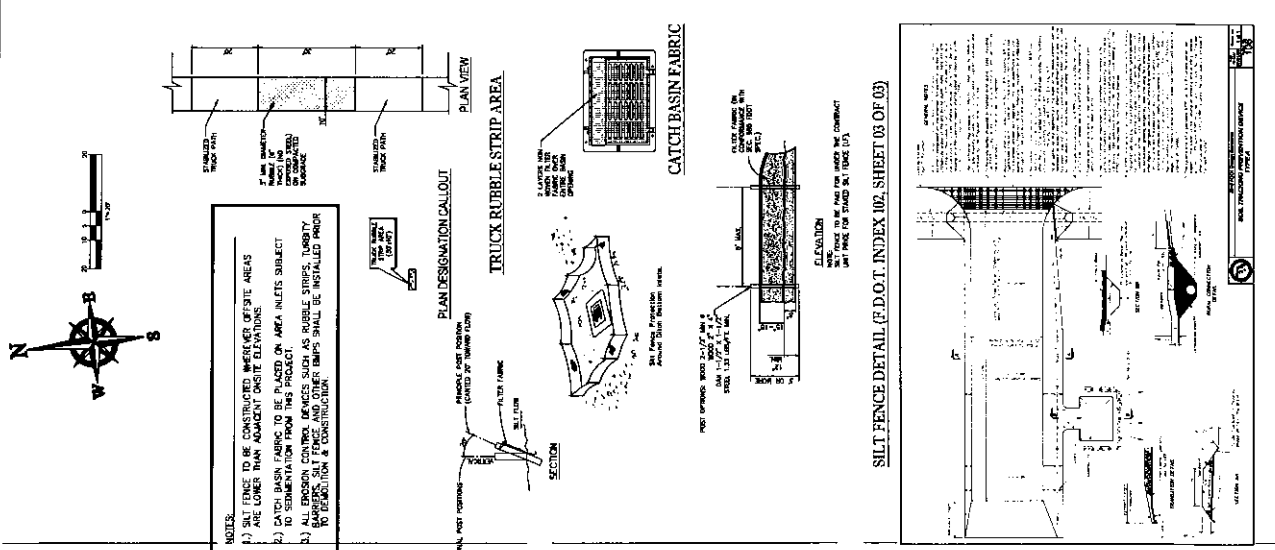
SHEET NUMBER: C-8








				<b>ENTITLEMENT</b> PROJECT: ALDI #13 CONGRESS BUSINESS PARK P.U.D. CITY OF LAKE PARK, FLORIDA		<b>HOMAS</b> 1700 UNIVERSITY AVENUE, SUITE 200 FORT LAUDERDALE, FL 33404 PHONE: 954.225.2000 WWW.HOMASINC.COM		<b>BRANDON ULMER</b> UNIVERSITY OF FLORIDA CIVIL ENGINEERING 1100 UNIVERSITY AVENUE, SUITE 200 FORT LAUDERDALE, FL 33404 PHONE: 954.225.2000 WWW.HOMASINC.COM		<b>EROSION CONTROL PLAN</b> SHEET NUMBER: <b>C-10</b>	
DATE:	1/15/2024	SCALE:	AS SHOWN	DATE:	1/15/2024	SCALE:	AS SHOWN	DATE:	1/15/2024	SCALE:	AS SHOWN
BY:	BRANDON ULMER	CHECKED BY:	BRANDON ULMER	BY:	BRANDON ULMER	CHECKED BY:	BRANDON ULMER	BY:	BRANDON ULMER	CHECKED BY:	BRANDON ULMER
APP.:		APP.:		APP.:		APP.:		APP.:		APP.:	
REV.:		REV.:		REV.:		REV.:		REV.:		REV.:	




### THE WEDGE SERIES



**Fixture Specifications**

- Model: W-300
- Dimensions: 1.5" x 2.5" x 1.5"
- Material: Aluminum
- Finish: White
- Beam Angle: 90°
- Output: 1.5W
- Color: 5000K

**EXTERIOR WALL SCENE**




**Laredo LMC-30LU LED**

EXTERIOR WALL SCENE

**Fixture Specifications**

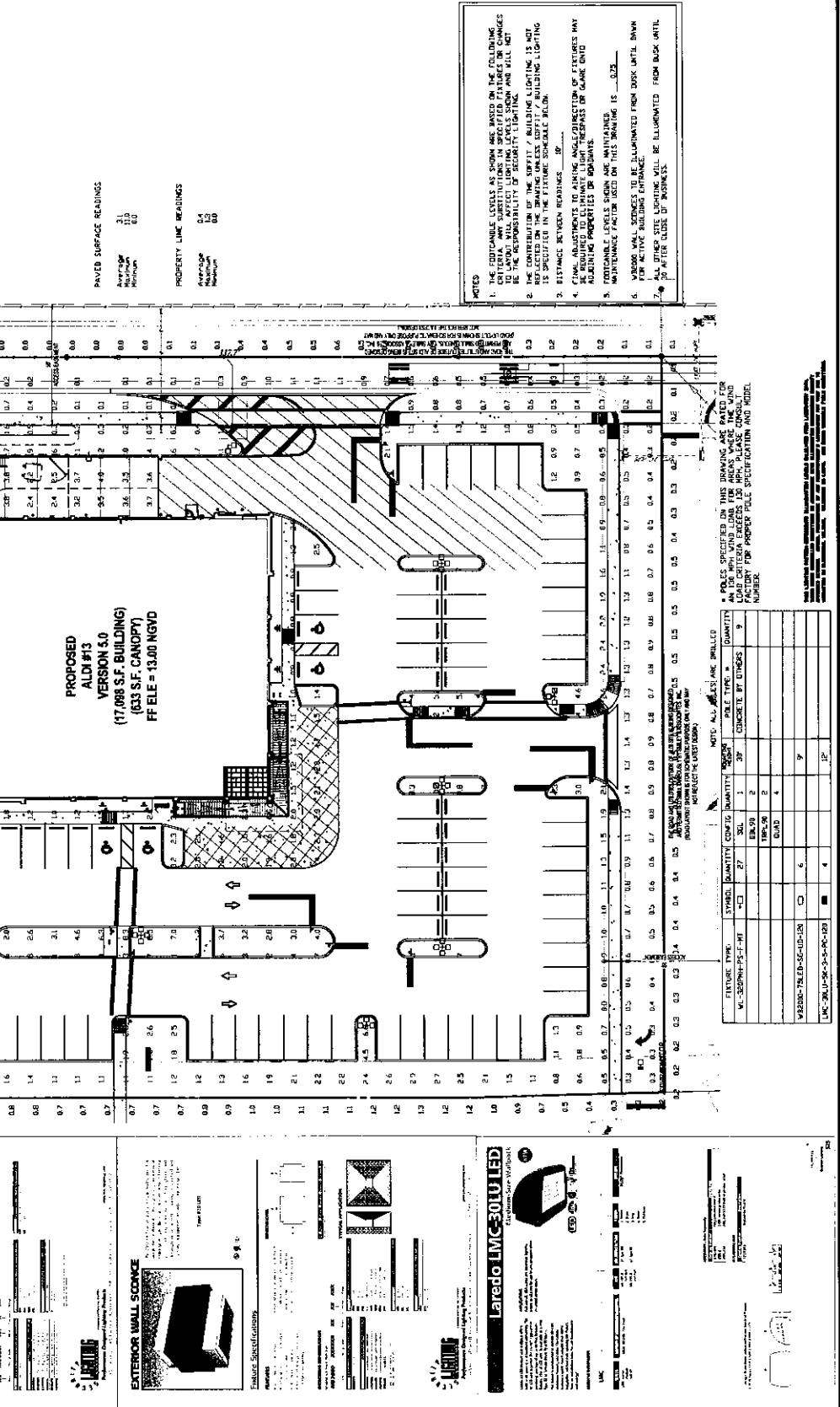
- Model: LMC-30LU
- Dimensions: 2.5" x 2.5" x 3.5"
- Material: Aluminum
- Finish: White
- Beam Angle: 120°
- Output: 3.0W
- Color: 5000K

**EXTERIOR WALL SCENE**



**Fixture Specifications**

- Model: LMC-30LU
- Dimensions: 2.5" x 2.5" x 3.5"
- Material: Aluminum
- Finish: White
- Beam Angle: 120°
- Output: 3.0W
- Color: 5000K




**HOMAS CONSULTANTS INC.**

**ALDI**

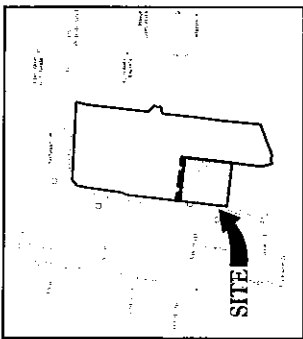
**CITY OF LAKE PARK FLORIDA**

**BRANDON ULMER ARCHITECTS INC.**

**PHOTOMETRIC PLAN**

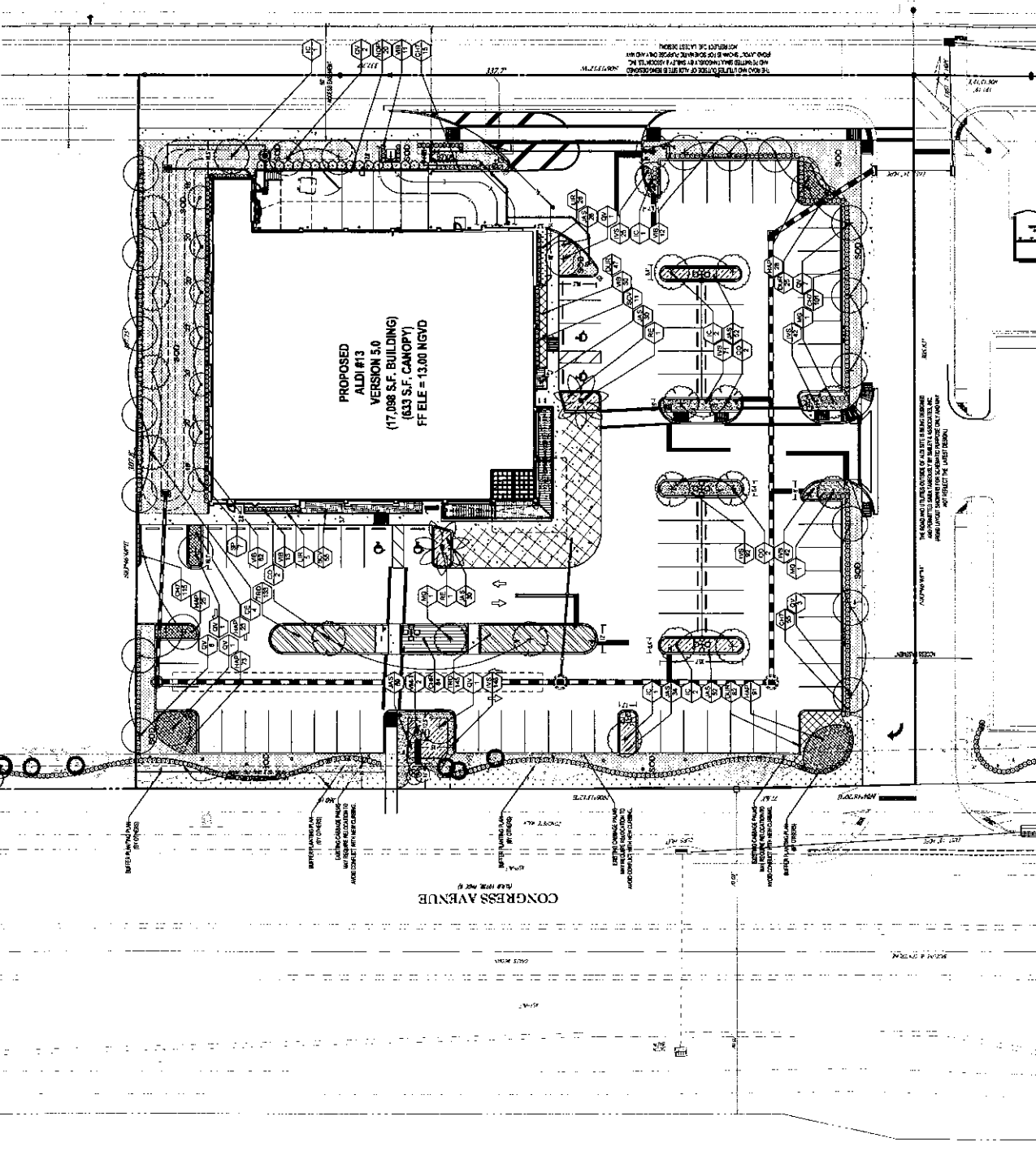
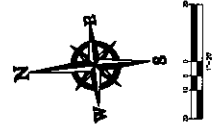
**C-11**

<b>HOMAS</b> PROJECT ENGINEER: MICHAEL D. CROSSWORTH LICENSE NO. 12000 1100 SOUTH LAKESHORE BLVD., SUITE 100 WEST PALM BEACH, FL 33411 TEL: 561-833-2000 WWW.HOMASDESIGN.COM		<table border="1"> <tr> <th>NO.</th> <th>REV.</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td></td> </tr> <tr> <td>2</td> <td>ISSUED FOR PERMIT</td> <td></td> </tr> <tr> <td>3</td> <td>ISSUED FOR PERMIT</td> <td></td> </tr> </table>	NO.	REV.	DESCRIPTION	1	ISSUED FOR PERMIT		2	ISSUED FOR PERMIT		3	ISSUED FOR PERMIT		<b>811</b> KNOW WHAT'S BELOW CALL BEFORE YOU DIG 1-800-4-A-DAWG WWW.CALLBEFOREYODIG.COM	<b>ENTITLEMENT</b> PROJECT NO. 17-088 PROJECT NAME: ALDI #13 PROJECT ADDRESS: PARK AVENUE WEST & CONGRESS AVENUE CITY: WEST PALM BEACH, FL COUNTY: PALM BEACH	<b>ALDI #13</b> PARK AVENUE WEST & CONGRESS AVENUE CITY OF LAKE PARK, FLORIDA	<b>HOMAS</b> MICHAEL D. CROSSWORTH REGISTERED LANDSCAPE ARCHITECT LICENSE NO. 12000 1100 SOUTH LAKESHORE BLVD., SUITE 100 WEST PALM BEACH, FL 33411 TEL: 561-833-2000 WWW.HOMASDESIGN.COM	<b>LANDSCAPE PLAN</b> SHEET NUMBER: <b>LP-1</b>
NO.	REV.	DESCRIPTION																	
1	ISSUED FOR PERMIT																		
2	ISSUED FOR PERMIT																		
3	ISSUED FOR PERMIT																		



PLEASE REFER TO SHEET LP-2 FOR PLANTING SCHEDULE AND PLANTING DETAILS AND SHEET LP-3 FOR GENERAL LANDSCAPE NOTES.

IRRIGATION WATER SOURCE HAS NOT BEEN DETERMINED AT THIS TIME (PER MASTER PLAN). IRRIGATION PLANS SHALL BE SUBMITTED PRIOR TO ISSUANCE OF BUILDING PERMIT.








**HOMAS**  
 CIVIL ENGINEERING ARCHITECTURE LANDSCAPE ARCHITECTURE PLANNING  
 1717 W. W. RYAN BLVD. SUITE 200  
 TAMPA, FL 33618  
 PH: 813.224.1111 FAX: 813.224.1112  
 WWW.HOMASFL.COM

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

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**ENTITLEMENT**  
 PREPARED BY:  
 CHECKED BY:  
 DATE: 01/14/2015

PROJECT:  
 ALDI #13  
 PARK AVENUE WEST &  
 CONGRESS AVENUE

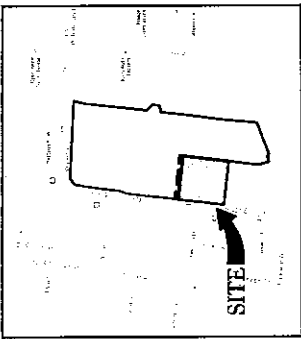
FOR:  
  
 CITY OF TAMPA, FLORIDA

**HOMAS**  
 1717 W. W. RYAN BLVD. SUITE 200  
 TAMPA, FLORIDA 33618  
 PH: 813.224.1111 FAX: 813.224.1112  
 WWW.HOMASFL.COM

**MICHAEL D. GROSSWITZ**  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 9152  
 EXPIRES 12/31/2015

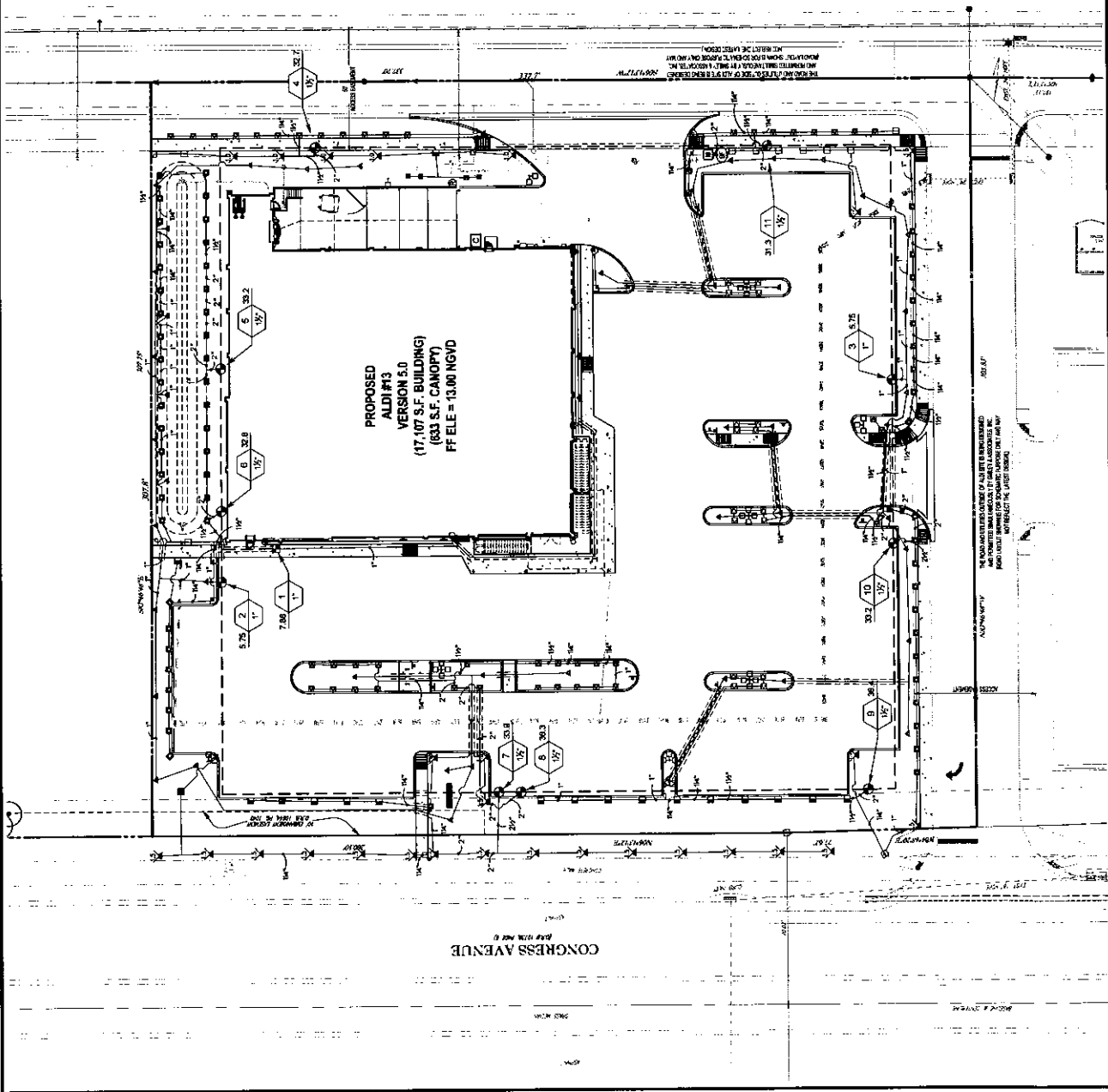
**IRRIGATION PLAN**  
 SHEET NO.  
 SHEET NUMBER

**LI-1**



LOCATION MAP

PLEASE REFER TO SHEET LI-2 FOR EQUIPMENT, VALVE AND WATERING SCHEDULES, CRITICAL ANALYSIS AND IRRIGATION NOTES, AND; SHEET LI-3 FOR IRRIGATION DETAILS.







THE EXPERTS IN IRRIGATION SYSTEMS & LANDSCAPE ARCHITECTURE  
 15000 WEST 11TH AVENUE, SUITE 200  
 DENVER, COLORADO 80202  
 303.751.4662  
 www.homasirrigation.com

NO.	DATE	REVISION	BY	CHKD.
1	09/14/17	ISSUE FOR PERMITS	AD	MOOD

KNOW WHAT'S BELOW  
 BEFORE YOU DIG  
 811

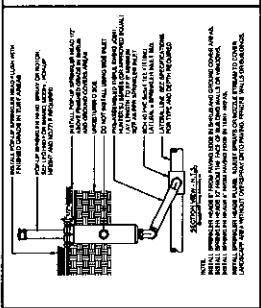
ENTITLEMENT

ALDI #13  
 PARK AVENUE WEST &  
 CONGRESS AVENUE

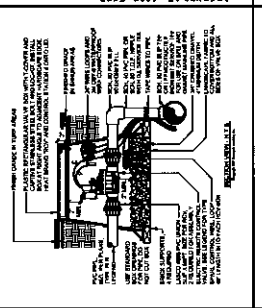
CITY OF LAKE PARK  
 FLORIDA

**HOMAS**  
 IRRIGATION SYSTEMS & LANDSCAPE ARCHITECTURE  
 15000 WEST 11TH AVENUE, SUITE 200  
 DENVER, COLORADO 80202  
 303.751.4662  
 www.homasirrigation.com

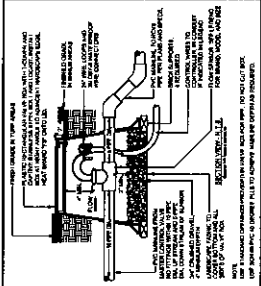
**MICHAEL D. GROSSWIRTH**  
 REGISTERED LANDSCAPE ARCHITECT  
 LICENSE NUMBER: 104846  
 PROJECT TITLE: IRRIGATION DETAILS  
 SHEET NUMBER: LI-3



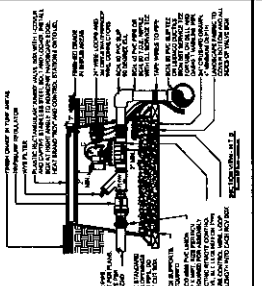
(A) POP-UP SPRINKLER



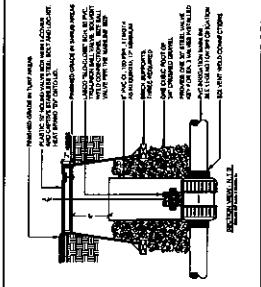
(B) REMOTE CONTROL VALVE



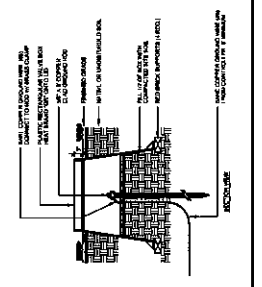
(C) FLOW SENSOR



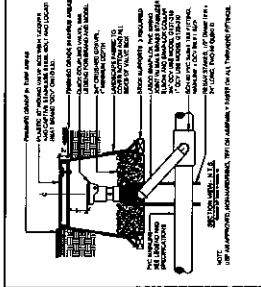
(D) BALL VALVE



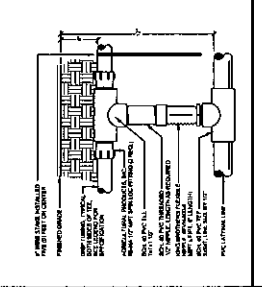
(E) QUICK COUPLER VALVE



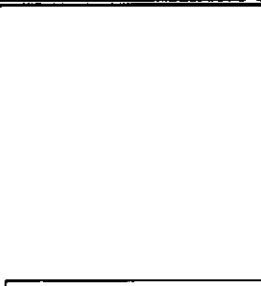
(F) DRIPLINE TUBING



(G) GROUND ROD INSTALLATION



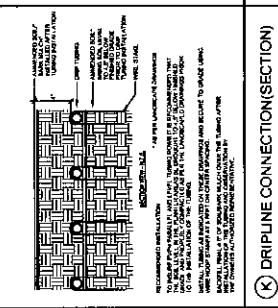
(H) DRIP FLUSH VALVE



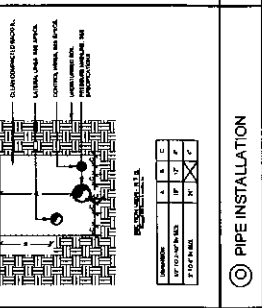
(I) DRIPLINE CONNECTION (PLAN)



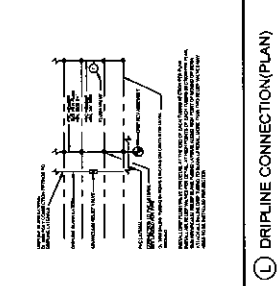
(J) DRIPLINE CONNECTION (SECTION)



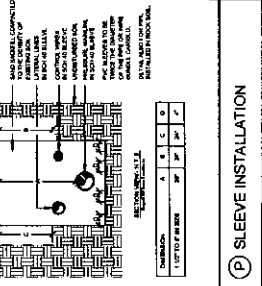
(K) SLEEVE INSTALLATION



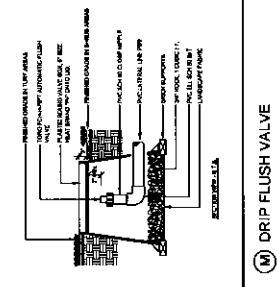
(L) WIRE CONNECTION



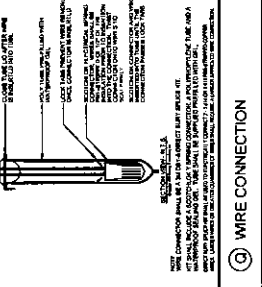
(M) THRUST BLOCKING



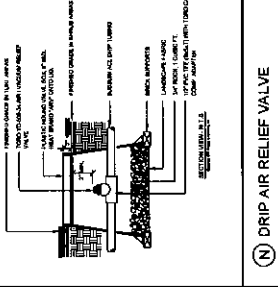
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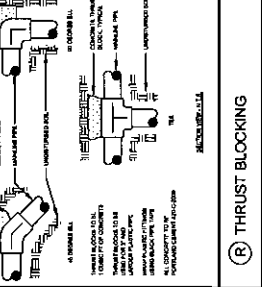
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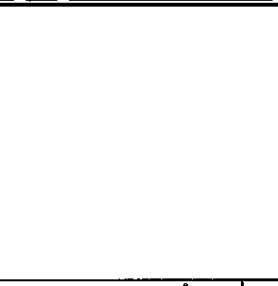
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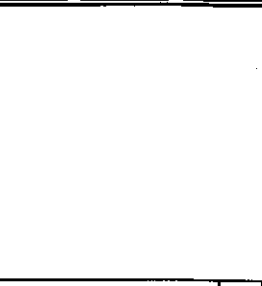
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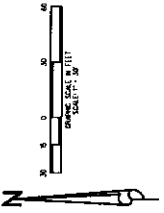
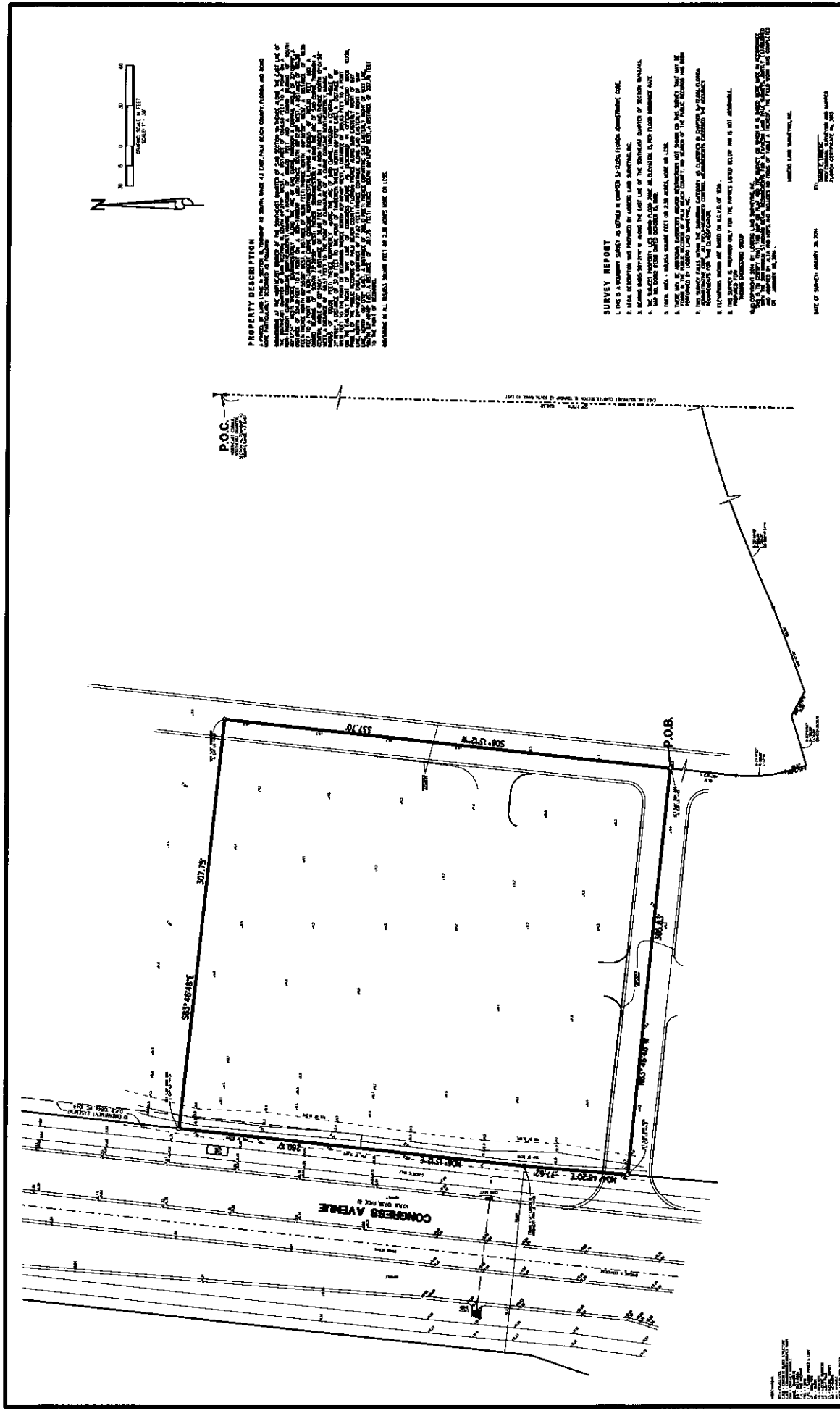
(R) THRUST BLOCKING



(S) THRUST BLOCKING



(T) THRUST BLOCKING



**PROPERTY DESCRIPTION**  
 A PART OF LAND IN THE SECTIONS 10, 11 AND 12, T12N, R12E, COUNTY OF ...  
 THE BOUNDARIES OF THIS PROPERTY ARE SHOWN ON THE SURVEY ...  
 THE TOTAL AREA OF THIS PROPERTY IS 307.75 BY 401.42 ...

**SURVEY REPORT**  
 1. THIS IS A STANDARD SURVEY AS DEFINED IN CHAPTER 54 OF THE FLORIDA STATUTES ...  
 2. LEGAL DESCRIPTION AND PROPERTY LOCATION ...  
 3. BEARING AND DISTANCE ...  
 4. AREA ...  
 5. TOTAL AREA ...  
 6. THIS SURVEY IS MADE FOR THE PURPOSES OF ...

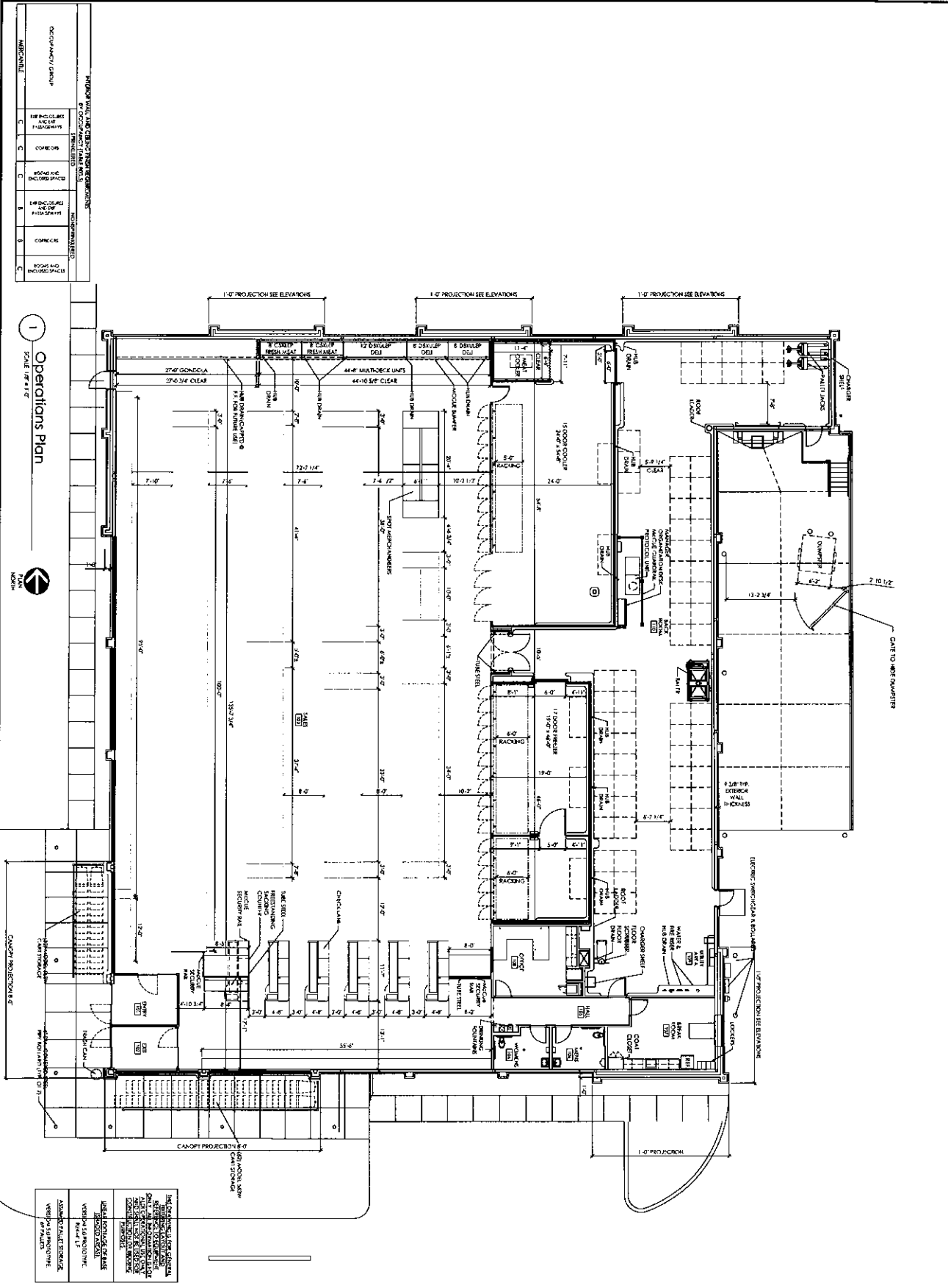
DATE OF SURVEY: JANUARY 20, 2014  
 SURVEYOR: JAMES L. ...

**ALTAICSM LAND TITLE SURVEY**  
**ALDIS**  
 PREPARED FOR:  
**THOMAS ENGINEERING GROUP**

SHEET	1	OF	1
DRAWN			
CHECKED			
DATE			

DATE: JANUARY 20, 2014  
 DRAWN BY: JAMES L. ...

**LIDBERG LAND SURVEYING, INC.**  
 1435 S.W. 74th Avenue, Suite 100, Davie, Florida 33317  
 Phone: (754) 944-8444  
 Fax: (754) 944-8445



NO.	DATE	DESCRIPTION	BY	CHKD.
1				
2				
3				
4				
5				

DRAWING NO. 17841-07  
 PROJECT NO. 2130757  
 DATE: 10/06/14  
 TYPE: RFP-DVS  
 DRAWN BY: RJB  
 SCALE: 1/8"=1'-0"

**ALDI, Inc.**  
 1925 Prospero Ave.  
 Orlando, FL 32814  
 P (407) 661-9110  
 F (407) 661-9101  
 www.aldi.us

**Chadwick & Peterson**  
 Architects Engineers Planners  
 1925 Prospero Ave.  
 Orlando, FL 32814  
 P (407) 661-9110  
 F (407) 661-9101  
 www.chadwick-peterson.com

**ALDI Food Store #13**  
 Southeast Corner of  
 Congress Ave. & Park Ave. West  
 Lake Park, FL  
 Jurisdiction: City of Lake Park  
 Project Name & Location:  
**Operations Plan**

DRAWING NAME: Operations Plan  
 DATE: 10/06/14  
 TYPE: RFP-DVS  
 DRAWN BY: RJB  
 SCALE: 1/8"=1'-0"

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF CHADWICK & PETERSON ARCHITECTS ENGINEERS PLANNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CHADWICK & PETERSON ARCHITECTS ENGINEERS PLANNERS.

PROJECT NO. 2130757  
 DATE: 10/06/14  
 TYPE: RFP-DVS  
 DRAWN BY: RJB  
 SCALE: 1/8"=1'-0"

DRAWING NO. 17841-07  
 PROJECT NO. 2130757  
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 TYPE: RFP-DVS  
 DRAWN BY: RJB  
 SCALE: 1/8"=1'-0"

DRAWING NO. 17841-07  
 PROJECT NO. 2130757  
 DATE: 10/06/14  
 TYPE: RFP-DVS  
 DRAWN BY: RJB  
 SCALE: 1/8"=1'-0"

DRAWING NO. 17841-07  
 PROJECT NO. 2130757  
 DATE: 10/06/14  
 TYPE: RFP-DVS  
 DRAWN BY: RJB  
 SCALE: 1/8"=1'-0"

DESIGN ELEVATIONS TAKEN INTO CONSIDERATION TO RECEIVE CREDIT FOR 3 RATED POINT SECTION 7.2.2.2

1. CONCEPT AND JOURNAL PHOTOGRAPHY FROM BUILDING
2. CONCEPTUAL PHOTOGRAPHY FROM BUILDING
3. CONCEPTUAL PHOTOGRAPHY FROM BUILDING
4. CONCEPTUAL PHOTOGRAPHY FROM BUILDING

RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2

1. RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2
2. RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2
3. RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2
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RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2

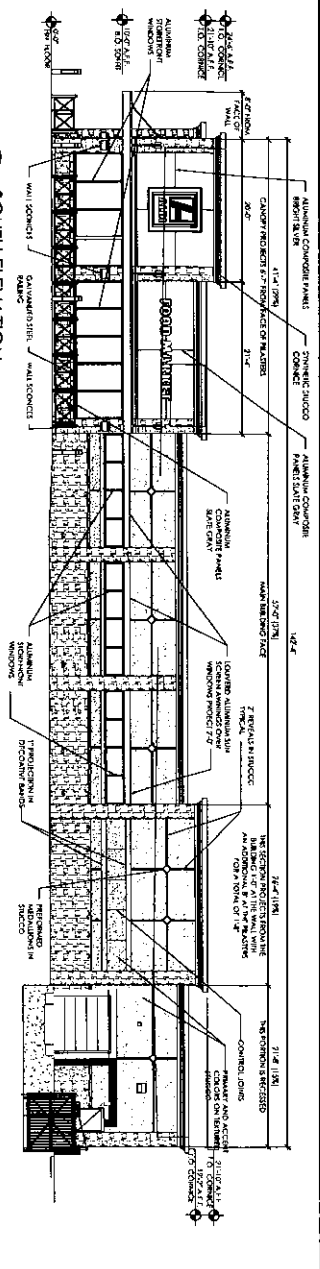
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3. RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2
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ARCHITECTURAL ELEVATION NOTES

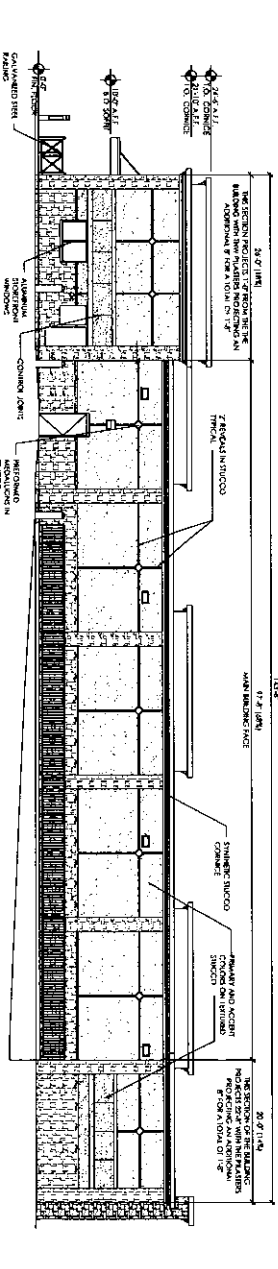
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2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
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9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
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RENDERING PHOTOGRAPHY AND ELEVATION FROM SECTION 7.2.2.2.2

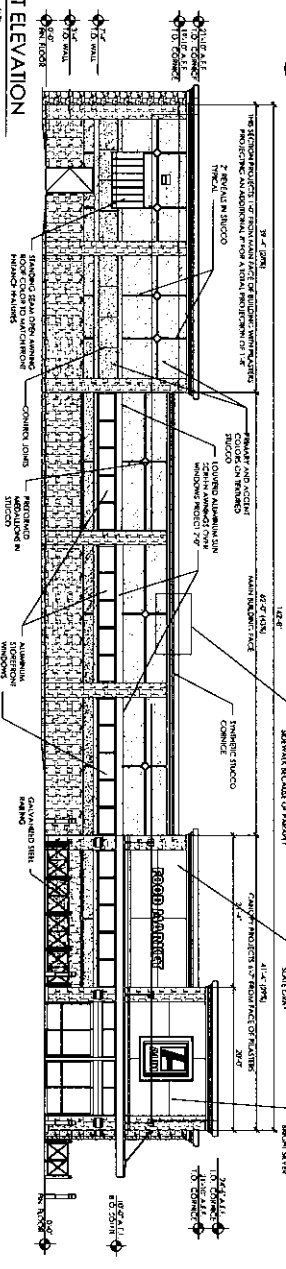
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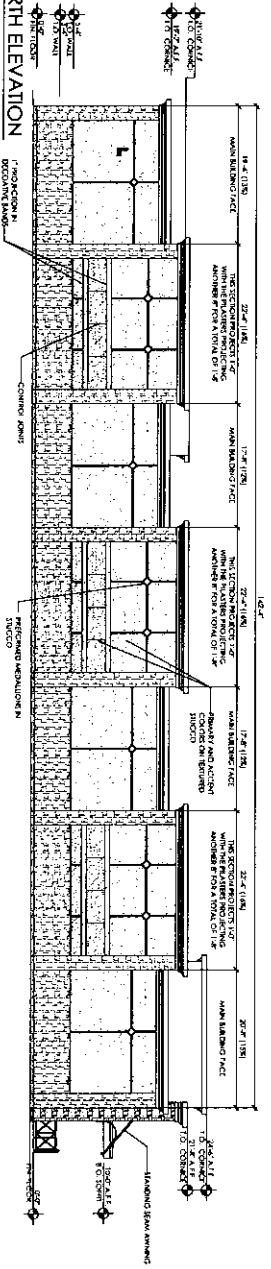
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2 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		

DATE: 10-06-14  
PROJECT NO: 2130757  
TYPE: RFP-VS  
DRAWN BY: RJB  
DRAWING NO: A-201

**ALDI Food Store #13**  
Southeast Corner of  
Congress Ave. & Park Ave. West  
Lakes Park, FL  
Jurisdiction City of Lakes Park  
Project Name & Location:

**Chalabi & Robinson**  
Architects Lighters Planners  
1925 Prospect Ave.  
Orlando, FL 32814  
P (407) 861-9100  
F (407) 861-9101

**ALDI, Inc.**  
2865 S.W. 17th Street  
Mesa, AZ 85201  
www.aldi.com

Scale: 1/8" = 1'-0"

Issued	Date:
A	
B	
C	
D	

Revisions:	Date:
1	
2	
3	
4	
5	

Seal: **ALDI, INC.**  
 DIVISION: ARCHITECTS  
 1925 PROSPECT AVE.  
 ORLANDO, FL 32814  
 P (407) 861-9100  
 F (407) 861-9101  
 www.aldi.com

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 Orlando, FL 32814  
 P (407) 861-9100  
 F (407) 861-9101  
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**ALDI Food Store #13**  
 Southeast Corner of  
 Congress Ave. & Lake Park Ave  
 Lake Park, FL  
 Jurisdiction: City of Lake Park  
 Project Name & Location:

**BUILDING SECTION**  
 Drawing Name:

Project No.  
**2130757**

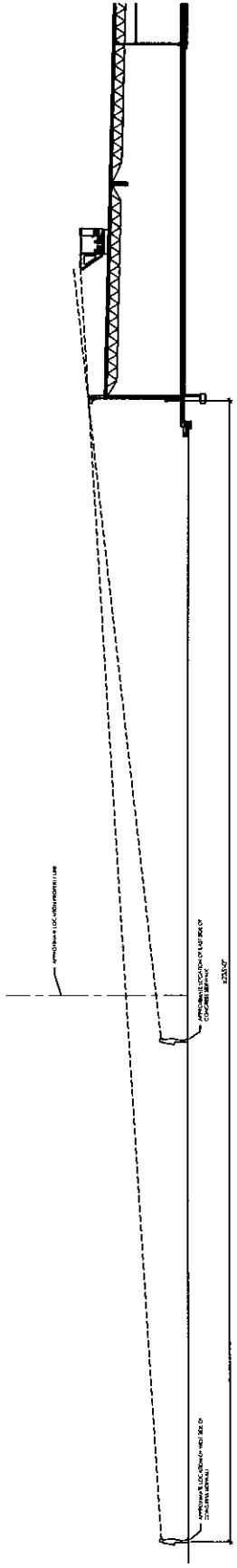
Date: 08-07-14

Type: RHF0-V5

Drawn By: RJB

Scale: 1/8" = 1'-0"

Drawing No.  
**A-202**



UNABLE TO SEE UNIT BECAUSE THE HEIGHT OF THE PUMP/RE AND THE ANGLE IN WHICH YOU CAN VIEW THE MECHANICAL UNIT MAKES VIEWING THE HVAC UNIT VERY UNUSUAL FROM THE SIDEWALK

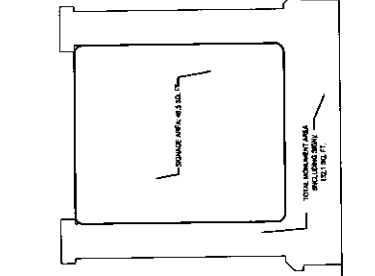
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A	
B	
C	
D	
Revisions:	Date:
1	
2	
3	
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5	

Stamp: **MONUMENT SIGN**  
 Drawing: **Alteration**  
 15% REVISION: **CONCRETE REVISIONS**  
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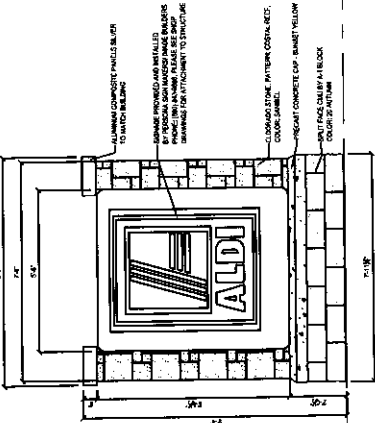
**Chalasi & Fiksdorn**  
 Architects Engineers Planners  
 1925 Prospect Ave.  
 Orlando, FL 32814  
 P (407) 661-9100  
 F (407) 661-9101  
*Member: AIA, ASCE, FLSA*

**ALDI, Inc.**  
 3801 S.W. 17<sup>th</sup> Street  
 Homestead, FL 33154  
 (305) 941-1000

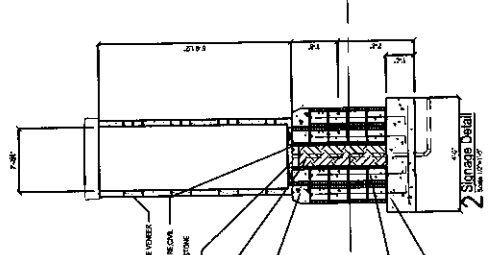
**ALDI Food Store #13**  
 Southeast Corner of  
 Congress Ave. & Lake Park Ave  
 Lake Park, FL  
 Jurisdiction City of Lake Park  
 Project Name & Location:  
**Monument Sign**  
 Drawing Name:  
 Project No.: **2130757**  
 Date: **08-07-14**  
 Type: **RHED-V/S**  
 Drawn By: **SGP**  
 Scale: **1/8"=1'-0"**  
 Drawing No.: **MS100**



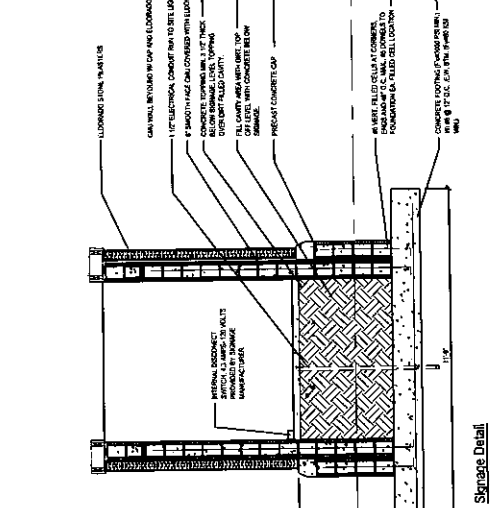
**3a Area Tabulations**  
 Scale: 1/8"=1'-0"



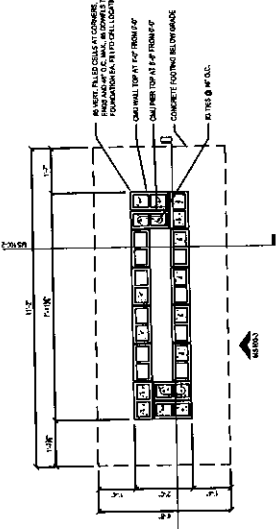
**3 Signage Elevation**  
 Scale: 1/8"=1'-0"



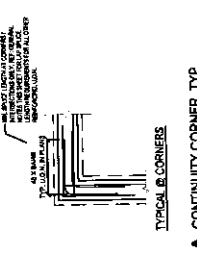
**2 Signage Detail**  
 Scale: 1/8"=1'-0"



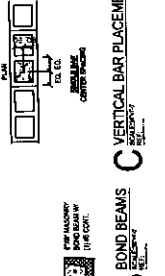
**1 Signage Plan**  
 Scale: 1/8"=1'-0"



**4 Footing & Foundation Plan**  
 Scale: 1/8"=1'-0"



**A Continuity Corner, Typ.**  
 Scale: 1/8"=1'-0"



**B Bond Beams**  
 Scale: 1/8"=1'-0"

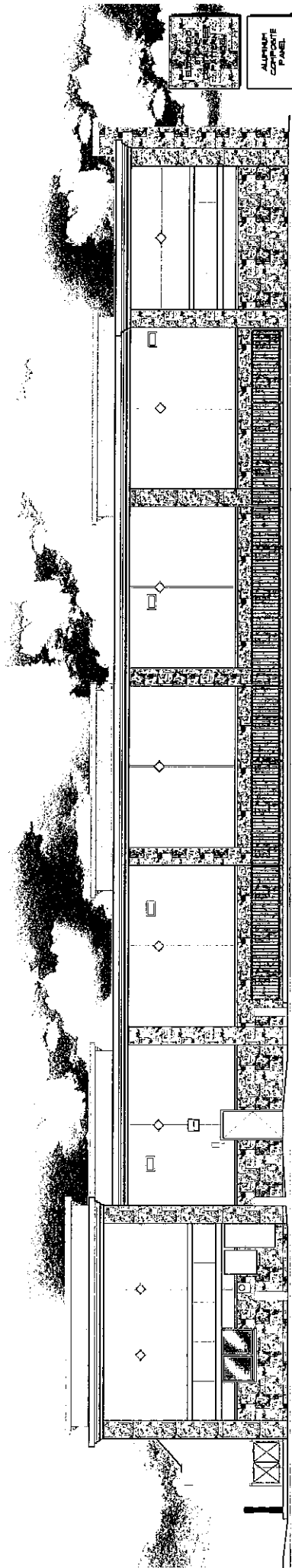
**CONCRETE REVISIONS:**  
 A. ALL REVISIONS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES TO THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

**GENERAL:**  
 A. ALL WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC) AS ADOPTED AND SUPPLEMENTED BY LOCAL REGULATIONS.  
 B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

**FOUNDATION REVISIONS:**  
 A. FOUNDATION REVISIONS SHALL BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES TO THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

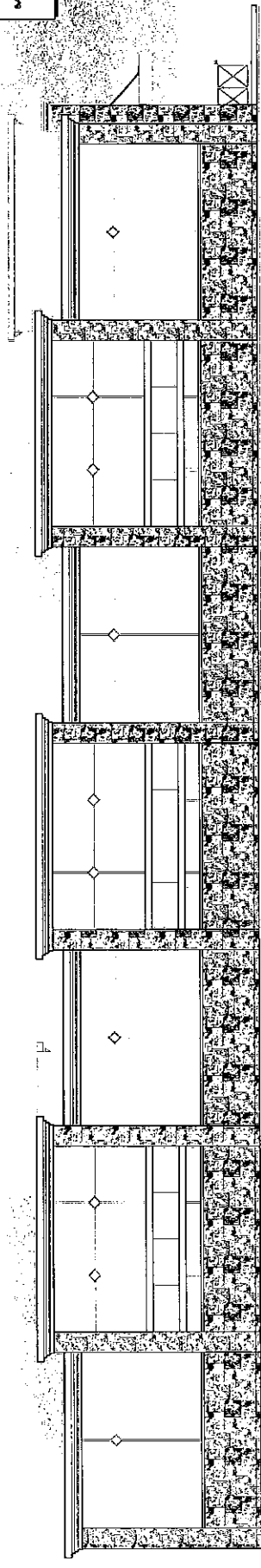
**CONCRETE REVISIONS:**  
 A. CONCRETE SHALL CONFORM TO ACI 308 FOR CONCRETE, ACI 309 FOR CONCRETE PLACEMENT, AND ACI 310 FOR CONCRETE CURING.  
 B. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES TO THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

DATE:	10/01/14
BY:	SGP
CHECKED:	SGP
SCALE:	1/8"=1'-0"
PROJECT:	ALDI FOOD STORE #13
DRAWING:	MS100
REVISIONS:	



EAST ELEVATION

- ALUMINUM COMPOSITE PANEL BRIGHT SILVER
- BRICK
- CONCRETE
- DEPOSIT # 112 HANDELWOOD BRIDGE
- DEPOSIT # 113 HANDELWOOD BRIDGE



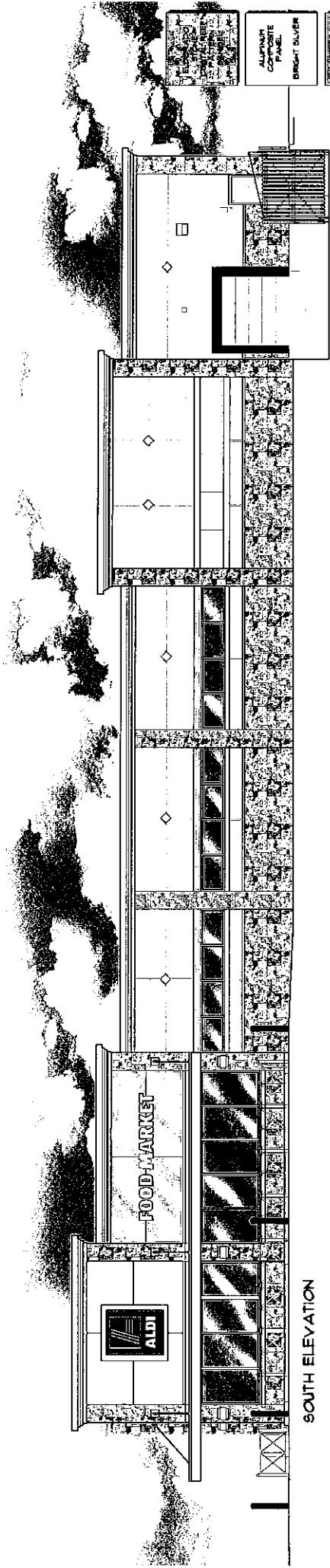
NORTH ELEVATION



**Cahaci & Peterson**  
 Architects Engineers Planners  
 333 ASHCROFT • PHILADELPHIA

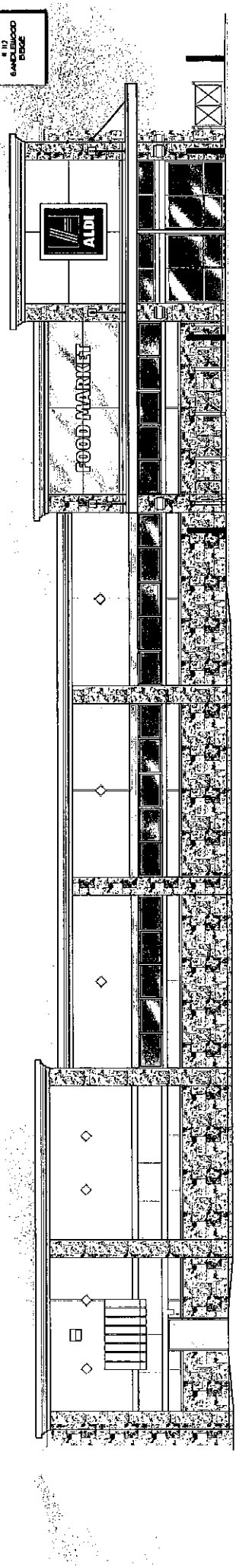
**ALDI FOOD STORE #13**

Congress Ave & Park Avenue - Lake Park, FL • C&P Project #2130757 • 10-13-14



SOUTH ELEVATION

- ALUMINUM CLIMATE PANEL BRIGHT SILVER
- DRYVITE SANDLEWOOD BRIDGE
- DRYVITE FASHION WHITE



WEST ELEVATION





Community Development

JUL 22 2014

www.pbcgov.org

July 18, 2014

**Department of Engineering and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

**Palm Beach County Board of County Commissioners**

- Priscilla A. Taylor, Mayor
- Paulette Burdick, Vice Mayor
- Hal R. Valeche
- Shelley Vana
- Steven L. Abrams
- Mary Lou Berger
- Jess R. Santamaria

**County Administrator**

Robert Weisman

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

**RE: Aldi Grocery Store  
Project #: 140611  
TRAFFIC PERFORMANCE STANDARDS REVIEW**

Dear Nadia:

The Palm Beach County Traffic Division has reviewed the traffic study for the proposed retail project entitled; **Aldi Grocery Store**; pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Land Development Code. The project is summarized as follows:

- Location:** East side of Congress Avenue, north of Investment Lane (Park Avenue), south of Northlake Boulevard.
- Municipality:** Lake Park
- PCN #:** 36-43-42-19-00-000-5040.
- Existing Uses:** Vacant
- Proposed Uses:** 17,107 SF Supermarket
- New Daily Trips:** 756
- New Daily Trips:** 25 AM and 91 PM
- Build-out:** End of Year 2018

Based on our review, the Traffic Division has determined the proposed supermarket is vested within a previously approved project (Parcel 34.03D – PBC#131222) with valid build-out, and therefore meets the TPS requirements of Palm Beach County. Note that all conditions tied to the previous approval which are not completed, remain applicable. No building permits are to be issued by the Town after the extended build-out date listed above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

If you have any questions regarding this determination, please contact me at 684-4030 or e-mail me at [matefi@pbcgov.org](mailto:matefi@pbcgov.org).

Sincerely,

Masoud Atefi, MSCE  
TPS Administrator, Municipalities - Traffic Engineering Division

MA:bb  
ec: Mike A Troxell PE., - Thomas Engineering Group

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\maAdminApprovals\2014\140611.doc

"An Equal Opportunity  
Affirmative Action Employer"



# Seacoast Utility Authority

Mailing Address:  
P.O. Box 109602  
Palm Beach Gardens,  
FL 33410-9602

July 10, 2014

Mr. Jeff Williams  
Director of Real Estate  
2056 Vista Parkway, Ste 200  
West Palm Beach, FL 33411

Re: **Concurrency Reservation – Aldi Lake Park**

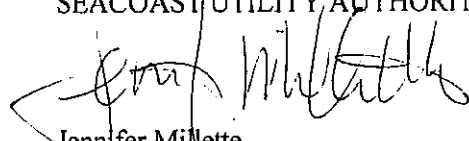
Dear Mr. Williams:

Seacoast Utility Authority has received Capacity Reservation Fees for concurrency for water and sewer for the referenced project.

The Capacity Reservation Fees have been paid through July 2015.

Sincerely,

SEACOAST UTILITY AUTHORITY



Jennifer Millette  
Engineering Clerk

cc: B. Ulmer  
J. Lance  
J. Callaghan

**Community  
JUL 10 2014  
Development**



**Town of Lake Park Town Commission**

Agenda Request Form

*Exhibit "B"*

**Meeting Date: November 19, 2014**


**Agenda Item No. 4**

**Agenda Title: Amending the Town's Library Board Meeting Schedule**

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

**Approved by Town Manager**  **Date:** 11/3/14

Karen Mahnk, Library Director  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Library</b></p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Ordinance</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>UM</u>  <b>Please initial one.</b>

**Summary Explanation/Background:** The schedule for when the Town's Library Board meets is established within Town Code Section 2-158. The Code mandates that the Library Board shall hold at least one regular meeting per month.

The Library Board acts in an advisory capacity to the Town Commission and represents the citizens of the Town. In an effort to accommodate the schedules of Board members, the Board had previously changed meeting frequency from every other month to every month. However, the monthly schedule is no longer practical for current Board members. Staff has reviewed the Code and is recommending that the Commission modify the requirement for the Library Board to hold one meeting per calendar year as well as on an on-demand basis instead of forcing the Board to meet on a monthly basis.

**Recommended Motion:** I move to adopt Ordinance 15-2014.



Town of Lake Park Town Commission

Agenda Request Form

Exhibit "C"

Meeting Date: November 19, 2014

Agenda Item No. 5

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

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

Approved by Town Manager [Signature] Date: 11/12/14

Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$168.56), Attachments (Ordinance 14-2014, etc.), Advertised (Date: 11-09-14), and notification status.

Summary Explanation/Background:

FIRST READING 11/05/2014: APPROVED 5-0 with three additional projects added to the Capital Improvements Schedule:

- (1) Coastal Link/Tri-Rail Extension Improvements (FY 2017/18 - \$500,000 Grants/Special Assessment)
(2) Bert Bostrom Park Improvements (FY 2015/16 - \$100,000 - Grants)
(3) Residential Street Lighting (FY 2015/16, 16/17, 17/18, 18/19 - \$250,000 each year - Grants/Special Assessment)

Beginning in 2005, local governments were required to update their five-year Capital Improvements Schedule (CIS) as an annual amendment to the Comprehensive Plan to demonstrate a financially feasible schedule. Per House Bill (HB) 7207, the “Community Planning Act”, adopted on June 2, 2011, the five-year schedule of capital improvements is no longer required to demonstrate that the CIS is financially feasible; however, local governments must still review and update their CIS by the adoption of an ordinance. This ordinance is no longer subject to the review of the Department of Economic Opportunity (formerly the Department of Community Affairs). Such modifications to update the five-year CIS are not deemed amendments to the local Comprehensive Plan and therefore, do not need to adhere to the comprehensive plan amendment process. Due to the fact that such an update is still accomplished by the adoption of an ordinance by the Town Commission, a public hearing is required.

In accordance with the legislation enacted by the Community Planning Act, all local governments must review and update the Five-Year Capital Improvement Schedule of their Comprehensive Plan Capital Improvements Element consistent with the requirements of Section 163.3177 and Section 163.3180, Florida Statutes. The Capital Improvements Element identifies capital projects needed to maintain, or promote, Level of Service (LOS) standards. The Schedule of Capital Improvements includes Town projects which may be funded by federal, state or local money sources.

A CIS allows for:

- A systematic evaluation of all potential projects at the same time.
- The ability to stabilize debt and consolidate projects.
- A public relations and economic development tool.
- Focus on preserving a governmental entity's infrastructure while ensuring the efficient use of public funds.
- An opportunity to foster cooperation among departments and an ability to inform other units of government of the entity's priorities. For examples, a State grant looks highly on applications for projects that are included in the CIS.

Staff is proposing the following update to the CIS:

**2014/15 UPDATE TO THE TOWN OF LAKE PARK  
COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT AND  
FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE**

1. Amend Policy 1.11 as follows:

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

**TOWN OF LAKE PARK FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE<sup>1</sup>,  
FY 2014/15 – 2018/19**

Project Category	Project Name	14/15	15/16	16/17	17/18	18/19	Funding Source
4	Shuttering and hardening of all Town buildings	\$0	\$125,000	\$100,000	\$0	\$0	Grant
4	Tennis courts and lighting and Park restrooms	\$416,000	\$0	\$0	\$0		Grant (\$403,590 –FY 14/15), General Fund (\$12,410-FY 14/15)
2, 4	Lake Shore Drive Drainage Improvements	\$0	\$800,000	\$800,000	\$800,000	\$800,000	Stormwater Utility Assessment (\$75,000 each FY), Grant
4	Lake Shore Drive Promenade	\$0	\$150,000				Grant
4	New marina parking lot	\$0	\$500,000	\$500,000	\$500,000	\$500,000	Grant
2, 4	10 <sup>th</sup> Street south of Park Avenue – drainage, lighting, paving, trees	\$0	\$500,000	\$500,000	\$500,000	\$500,000	Grant, Stormwater Utility Assessment (50/50 split each FY)
2,4	Park Avenue Improvements from 7 <sup>th</sup> Street to 10 <sup>th</sup> Street through and including the FED Railroad Intersection	\$0	\$300,000/ \$25,000 for FEC	\$300,000/ \$25,000 for FEC	\$300,000/ \$25,000 for FEC	\$300,000/ \$25,000 for FEC	Grant (\$250,000 each FY), CRA Funding (\$75,000 each FY)
4	Town Hall Renovations (Floor Mirror Ballroom, Exterior Painting, Ceiling Clerk's Office, Awnings Exterior Doors, Stage Refinishing, carpeting, Window/Door repairs)	\$18,250	\$75,000	\$75,000	\$75,000	\$75,000	Grant, General Fund (\$18,250 for FY 14/15 only) (50/50 split all other FY's)

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

2	Vehicle Replacement Plan	\$0	\$119,000	\$259,000	\$259,000	\$119,000	General Fund
2	Sanitary Sewers in Tri-City Industrial Park; Lake Park Public Works; and Water Tower Road/Old Dixie Highway commercial property	\$0	\$300,000	\$300,000	\$300,000	\$300,000	Special Assessment
2	Outfall to C-17 Canal	\$100,000	\$0	\$0	\$0	\$0	Stormwater Fund
2	Coastal Link/Tri-Rail Extension Improvements	\$0	\$0	\$0	\$500,000	\$0	Grant, Special Assessment (split 50/50)
2	Bert Bostrom Park Improvements	\$0	\$100,000	\$0	\$0	\$0	Grant
2	Residential Street Lighting	\$0	\$250,000	\$250,000	\$250,000	\$250,000	Grant, Special Assessment (split 50/50)
	Total	\$534,250	\$3,244,000	\$3,109,000	\$3,509,000	\$2,869,000	

**Project Category Codes**

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

**TOWN OF LAKE PARK ESTIMATED FUNDING SOURCES FOR CAPITAL IMPROVEMENTS FY 2014/15-2018/19**

Funding Source	14/15	15/16	16/17	17/18	18/19
General Fund	\$30,660	\$156,500	\$296,500	\$296,500	\$156,500
Stormwater Utility Assessment	\$0	\$325,000	\$325,000	\$325,000	\$325,000
Grants	\$403,590	\$2,262,500	\$1,987,500	\$2,137,500	\$1,887,500

Special Assessment	\$0	\$425,000	\$425,000	\$675,000	\$425,000
CRA Funding	\$0	\$75,000	\$75,000	\$75,000	\$75,000
Stormwater Fund	\$100,000	\$0	\$0	\$0	\$0
Total	\$534,250	\$3,244,000	\$3,109,000	\$3,509,000	\$2,869,000

**Recommended Motion: I move to ADOPT Ordinance No. 14-2014 on second reading.**





**Town of Lake Park Town Commission**

**Agenda Request Form**

*Exhibit "D"*

**Meeting Date:** 11/19/2014

**Agenda Item No.** 6

**Agenda Title:** FISCAL YEAR 2013/2014 PRE-AUDIT BUDGET ADJUSTMENTS

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

**Approved by Town Manager** [Signature] **Date:** 11/3/14

**Blake K. Rane** [Signature] **Finance Director**  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>FINANCE</b></p>	Costs: See attachment "A" Funding Source: Acct. # <input checked="" type="checkbox"/> Finance ___BKR___	<b>Attachments:</b> Resolution, Pre-audit Budget Narrative, and Attachment A
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>_BKR_</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

At the end of each fiscal year, the Town Finance Director analyzes the balances of the General Fund (GF) revenue accounts and each of the GF department's accounts, prior to the audit, to determine where adjustments need to be made. This review has been conducted and attached is a schedule (Attachment "A") that lists the items that need to be adjusted for the Town of Lake Park 2013/14 budget. Against a GF budget of \$8.35 million, this final adjustment is for \$97,890, a difference of just 1.17%.

**Recommended Motion:**

I move to adopt Resolution 42-11-14.

Town of Lake Park, Florida  
Preliminary Annual Financial Report  
For the Fiscal Year Ending September 30, 2014

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**Overview**

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This Preliminary Annual Financial Report reflects the Town's overall unaudited financial condition for the fiscal year which ended on September 30, 2014. This report is to inform the Commission and other readers of the financial position of the Town prior to the year-end closing accruals and any audit adjustments which need to be undertaken prior to the final work of the Town's external auditor.

We want to thank the Commission for their input into the budgeting process and the work they did in approving the budget for the 2014/15 Fiscal Year. Our continued hope is that as you read through this report, you bring any specific financial questions to our attention and we will spend the time to answer each one.

There are seven funds that we are reporting on herein; they are listed below; and, they translate to the seven narratives and summary tables which report on each of the funds. **Within each fund report we have noted the percentage that should be expected for the various revenues and expenses for that fund. For this report, since it is the end of the year, the important number is the easiest of all. At this point in the fiscal year, the ending number should be as close to 100.00% as possible.** The attached reports are the:

- General Fund
- Streets & Roads Fund
- Debt Service Fund
- Marina Fund
- Stormwater Fund
- Sanitation Fund
- CRA Fund

## General Fund

With the year completed (100.00%), the General Fund (GF) has collected \$7.96 million or 95.4% of the budgeted annual revenue. Adjusting for the "Balance Brought Forward" line item of \$182,314, that was budgeted but was not used, the percentage moves to 97.5%; an additional post-closing adjustment for revenues received after September 30, 2014 (but revenues that should be recorded within the fiscal year) should bring total revenue up such that it slightly exceeds the annual budget estimate.

### Revenues

Ad valorem taxes are the largest single source of General Fund revenue, and make up 43.1% of total revenues, followed by other taxes at 28.7%. The reader will note that in this preliminary report the categories of Other Taxes and Franchise Fees are currently below the budgeted level. In those two categories the payments lag by one or two months and will be adjusted in post-closing entries that are currently being prepared by the Finance Department.

Other sources are as noted in the table below. Recreation and rental revenues are under budget for the year; but when all the accounting is completed the other categories should cover the shortfalls. We also work hard to keep our expenses less than the anticipated revenues; thereby making sure that the General Fund finished the fiscal year in balance.

### Expenses

The following table details by department the General Fund expenditures for the month and quarter and the associated explanations are on page 3.

General Fund (001)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 8,349,493	\$ 7,964,640	\$ 237,239	95.4%
Expenditures	\$ 8,349,493	\$ 8,078,033	\$ 794,240	96.7%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Ad Valorem	\$ 3,819,488	\$ 3,802,758	\$ (210)	99.6%
Other Taxes	2,334,223	2,238,090	45,710	95.9%
Recreation Fees	70,276	47,754	1,776	68.0%
Rental	70,873	54,384	2,511	76.7%
Parking Meters	35,350	38,461	2,538	108.8%
Franchise Fees	552,500	475,572	-	86.1%
Administrative Fees	880,266	870,686	70,059	98.9%
Other	586,517	436,935	114,855	74.5%
<b>Total</b>	<b>\$ 8,349,493</b>	<b>\$ 7,964,640</b>	<b>\$ 237,239</b>	<b>95.4%</b>

## General Fund (Continued)

### Expenses

The table below details, by department the expenditures for the General Fund for the month of September and for the completed year. In total the Town's General Fund has expended 96.7% of its budget. This demonstrates that, taken as a whole, the General Fund departments have maintained a balance budget. With the exception of debt service and insurance premiums, General Fund operating expenses are generally incurred in roughly equal amounts over the year.

Debt payments for this fund are made in the months of March and September.

As you will see in the table below, for the year just completed, several of the General Fund departments have slightly exceeded 100.0% of their annual budget allocation as approved by the Town Commission. The causes of the expense for these departments are described below and various budget adjustments are being processed for these departments.

Human Resources – the employment advertisement expense was higher than anticipated.

Information Technology – yearend computer upgrades were funded by savings realized in other departments.

Law Enforcement – gas purchased at the Town pumps by PBCS were higher than budgeted, but completely offset by higher than anticipated revenue from the county.

Community Development – higher than anticipated number of developers (what we call “cost recovery”) requiring outside services through the department, offset by revenue from the developers.

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Commission	\$ 103,686	\$ 84,007	\$ 6,032	81.0%
Town Manager	200,349	194,817	14,206	97.2%
Human Resources	132,659	132,980	10,157	100.2%
Town Clerk	157,028	147,149	15,553	93.7%
Legal	115,000	104,063	22,705	90.5%
Information Technology	163,239	163,902	21,221	100.4%
Finance	418,271	403,030	25,727	96.4%
Law Enforcement	2,667,115	2,670,303	228,767	100.1%
Disaster	1,000	-	-	0.0%
Fire Services	1,550,505	1,550,508	129,209	100.0%
Public Works	905,686	854,856	68,788	94.4%
Parking Facilities	75,629	72,211	35,805	95.5%
Community Development	516,080	520,694	47,711	100.9%
Recreation	189,925	178,812	13,110	94.1%
Library	251,818	228,774	19,529	90.8%
Debt Coverage	382,467	379,762	131,375	99.3%
Non-Departmental	519,036	392,165	4,345	75.6%
<b>Total</b>	<b>\$ 8,349,493</b>	<b>\$ 8,078,033</b>	<b>\$ 794,240</b>	<b>96.7%</b>

## Streets & Roads Fund

The Streets and Roads Fund, a Special Revenue Fund, exists to segregate monies received that are required to be expended exclusively on road maintenance and improvements.

### Revenues

Revenues are 91.9% of budget as noted in the table. These taxes typically come to the Town in arrears between 30 and 60 days.

### Expenses

Operating expenses are comprised mainly of utilities and sidewalk improvements and are within normal ranges.

Overall, the fund finished the year with revenues exceeding expenditures and the fund remained in balance at the close of the year. Debt payments for this fund are made in the months of March and September.

Streets & Roads (190)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 348,404	\$ 320,305	\$ 25,456	91.9%
Expenditures	\$ 348,404	\$ 303,893	\$ 22,331	87.2%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Gas Taxes	\$ 230,500	\$ 217,475	\$ 24,043	94.3%
Revenue Sharing	84,500	84,188	1,412	99.6%
Other	33,404	18,642	1	55.8%
Total	\$ 348,404	\$ 320,305	\$ 25,456	91.9%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 90,170	\$ 84,612	\$ 5,416	93.8%
Operating Expenses	241,392	219,281	16,915	90.8%
Debt Coverage	16,842	-	-	0.0%
Total	\$ 348,404	\$ 303,893	\$ 22,331	87.2%

## Debt Service Fund

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The Debt Service Fund serves the General Obligation Bonds series 1997 and 1998. The millage was set at 1.7400 for the fiscal year 2013/14.

### Revenues

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Historically a significant amount of the revenue for this fund is received in the month of December.

### Expenses

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Debt payments for this fund are made in the months of December and June.

The budgeted Professional Services expense is for any required analysis and reporting of potential arbitrage earnings.

Debt Service Fund (201)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 775,600	\$ 752,368	\$ -	97.0%
Expenditures	\$ 775,600	\$ 768,107	\$ -	99.0%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Ad Valorem Taxes	\$ 775,600	\$ 751,600	\$ -	96.9%
Interest	-	768	-	N/A
Total	\$ 775,600	\$ 752,368	\$ -	97.0%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Professional Services	\$ 7,485	\$ -	\$ -	0.0%
Debt Coverage	768,115	768,107	-	100.0%
Total	\$ 775,600	\$ 768,107	\$ -	99.0%

## Marina Fund

This fund segregates the Marina activities from all other Town operations. The Marina Fund is what is designated as an Enterprise Fund, meaning that the accounting is similar to the accounting for a commercial business:

### Revenues

While balancing the budget for the Marina Fund remains a significant challenge, year-over-year revenue increased in total by \$264,955. Of that amount, Wet Slip revenue was up year-over-year by \$124,384. Additionally, a rate adjustment was made for selected slips in August, which has increased the occupancy rate.

### Expenses

Unfortunately, expenses remain higher than revenue.

When a fund's expenses exceed its revenue it triggers two effects: (1) it uses cash that the fund has accumulated or if it does not have sufficient cash reserves the fund must borrow cash from another fund, and (2) it reduces the unrestricted fund balance that the fund has accumulated.

Debt payments for this fund are made in the months of March & September and April & October.

Marina (401)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 1,612,416	\$ 1,123,328	\$ 89,155	69.7%
Expenditures	\$ 1,612,416	\$ 1,370,017	\$ 103,592	85.0%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Rental & related	\$ 709,963	\$ 642,059	\$ 54,588	90.4%
Parking Fees	80,000	40,075	2,582	50.1%
Fuel Sales	347,526	441,194	31,985	127.0%
Balance Brought Forward	474,927	-	-	0.0%
Total	\$ 1,612,416	\$ 1,123,328	\$ 89,155	69.7%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 171,590	\$ 172,192	\$ 10,257	100.4%
Operating Expenses	317,709	418,307	43,965	131.7%
Construction Deficiency	475,427	46,269	10,182	9.7%
Fuel	267,600	354,238	24,363	132.4%
Debt Coverage	380,090	379,011	14,825	99.7%
Total	\$ 1,612,416	\$ 1,370,017	\$ 103,592	85.0%

## Stormwater Fund

The Stormwater Fund, also an Enterprise Fund, exists to enable the Town to maintain and improve drainage systems throughout the Town.

### Revenues

Revenues are assessed and collected by the County, and remitted to the Town at the same time the Town receives the ad valorem tax revenues.

### Expenses

As discussed and approved at the June 4, 2014 Commission meeting, the Town utilized fund balance to complete the following projects. The Town approved a contract for televising some of the storm sewers (\$41,549) and a final payment on the Lake Shore Drive Drainage project (\$16,747) using fund balance.

When a fund's expenses exceed its revenue it triggers two effects: (1) it uses cash that the fund has accumulated or if it does not have sufficient cash reserves the fund must borrow cash from another fund, and (2) it reduces the unrestricted fund balance that the fund has accumulated.

Debt payments for this fund are made in the months of March and September.

Stormwater (402)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 557,964	\$ 486,477	\$ (36)	87.2%
Expenditures	\$ 557,964	\$ 531,219	\$ 112,668	95.2%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Assessments	\$ 503,000	\$ 485,876	\$ (36)	96.6%
Interest	440	601	-	136.6%
Balance Brought Forward	54,524	-	-	0.0%
Total	\$ 557,964	\$ 486,477	\$ (36)	87.2%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 151,227	\$ 159,483	\$ 10,571	105.5%
Operating Expenses	288,720	232,643	37,124	80.6%
Capital	16,750	20,622	-	123.1%
Debt Coverage	101,267	118,471	64,973	117.0%
Total	\$ 557,964	\$ 531,219	\$ 112,668	95.2%



## Sanitation Fund

The Sanitation Fund, the Town's third Enterprise Fund, operates and maintains its own sanitation collection department.

### Revenues

Residential revenue is collected via an assessment on the ad valorem tax bill and commercial revenue is invoiced by the Finance Department each month.

### Expenses

In the Sanitation Fund the Operating Expenses category exceeded the budget. The primary contributors are: disposal fees paid to the Solid Waste Authority, repair and maintenance expenses, and vehicle parts and supplies. The rate adjustment passed for fiscal year 2014/15 toward acquiring new vehicles should allow a reduction in some of the costly repairs to the fleet. Sanitation expenses are summarized below.

When a fund's expenses exceed its revenue it triggers two effects: (1) it uses cash that the fund has accumulated or if it does not have sufficient cash reserves the fund must borrow cash from another fund, and (2) it reduces the unrestricted fund balance that the fund has accumulated.

Debt payments for this fund are made in the months of March and September.

Sanitation (404)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 1,450,243	\$ 1,379,936	\$ 67,307	95.2%
Expenditures	\$ 1,450,243	\$ 1,453,359	\$ 143,748	100.2%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Commercial	\$ 837,000	\$ 757,818	\$ 64,946	90.5%
Residential	572,200	584,119	475	102.1%
Other	41,043	37,999	1,886	92.6%
Total	\$ 1,450,243	\$ 1,379,936	\$ 67,307	95.2%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 566,430	\$ 484,723	\$ 122,202	85.6%
Operating Expenses	771,673	856,497	19,527	111.0%
Debt Coverage	112,140	112,139	2,019	100.0%
Total	\$ 1,450,243	\$ 1,453,359	\$ 143,748	100.2%

# CRA

The CRA receives an amount equal to the Tax Increment from the Town and from the County. Those payments are made, usually in December, as the Town receives the ad valorem taxes.

## Revenues

The CRA is primarily funded by Tax Increment Funding (TIF) from the Town and from Palm Beach County. As set up in the CRA Plan both are obliged to fund the CRA by the end of December and both have done so. The tax revenues from PBC and the transfer of funds from the GF to the CRA are in an amount equal to the TIF calculation and complete that aspect of funding for the fiscal year. As you will see below, both lines are now very close to 100%. The Other revenues consist of interest collected from various business development loans outstanding and cash deposits.

## Expenses

CRA expenses primarily consist of Contractual Services and Debt Coverage as noted in the table. The Personal Services line exceeded budget as a result of unexpected unemployment expense, but the CRA as a whole recovered by under-spending in other areas.

Debt transfers for this fund are made monthly and in the months of March and September.

CRA (110)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 450,084	\$ 444,699	\$ -	98.8%
Expenditures	\$ 450,084	\$ 442,884	\$ 42,782	98.4%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Ad Valorem	\$ 156,133	\$ 154,465	\$ -	98.9%
Transfer from the GF	291,251	287,535	-	98.7%
Other	2,700	2,699	-	100.0%
Total	\$ 450,084	\$ 444,699	\$ -	98.8%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 22,225	\$ 25,495	\$ 2,638	114.7%
Contractual Services	78,855	76,127	12,660	96.5%
Other Operating Expenses	88,163	80,421	5,747	91.2%
Debt Coverage	260,841	260,841	21,737	100.0%
Total	\$ 450,084	\$ 442,884	\$ 42,782	98.4%



**Town of Lake Park Town Commission  
Agenda Request Form**

*Exhibit "E"*

Meeting Date: November 19, 2014


Agenda Item No. 7

**Agenda Title: Authorizing the Town Manager to Issue a Purchase Order for Paul Fleming to Serve as Interim Marina Director During the Months of December 2014 and January 2015.**

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

Approved by Town Manager  Date: 10/24/14

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

<b>Originating Department:</b>  <p align="center"><b>Town Manager</b></p>	Costs: \$8,750.00 Funding Source: Marina Acct. 800-31000 <input checked="" type="checkbox"/> Finance <u></u>	<b>Attachments:</b> First Purchase Order for Months of September and October
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>DSS</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

With the short notice resignation of Jamie Hart as Marina Director (he provided a two week notice) it was important to hire an Interim Marina Director while the search for a permanent replacement got underway. Paul Fleming was hired just prior to Mr. Hart's departure via a purchase order authorized by the Town Manager (copy attached). Mr. Fleming's rate is \$35.00 per hour and he is working approximately 25 hours per week. The Town Manager's spending authority of \$10,000.00 limited the number of hours that Mr. Fleming could be engaged to a total of 285 hours, which will carry his interim services through the end of November. His continued services are needed for an additional 60 days.

This agenda item is for the Town Commission to authorize an additional 250 hours of interim services which will carry us through the month of January 2015. It is anticipated that the new full-time permanent Marina Director will be on board by that date. Mr. Fleming is not a candidate for the full-time permanent position. Funds to support this purchase order are coming from the regular salary line item of the Marina budget since a salary is no longer being paid to Mr. Hart.

**Recommended Motion:** I move to authorize the Town Manager to sign a purchase order authorizing the purchase of Interim Marina Director services with Mr. Paul Fleming for 250 hours at a rate of \$35.00 per hour.



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

# THE TOWN OF LAKE PARK

535 PARK AVENUE

LAKE PARK, FLORIDA 33403

(561) 881-3350 FAX (561) 881-3358

TO: 48337  
 PAUL FLEMING  
 629 KINGFISH ROAD  
 NORTH PALM BEACH, FL 33408

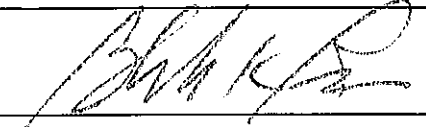
PURCHASE ORDER	
PURCHASE ORDER NUMBER	55442
DATE	08/27/14
DEPT. CODE	
REQUISITION NUMBER	
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.	

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	ADMINISTRATION 535 PARK AVENUE LAKE PARK FL 33403	08/27/14
		TERMS NET

**SPECIAL INSTRUCTIONS**  
 INTERIM MARINA DIRECTOR SERVICES

THIS IS...  
 AN ORDER  A CONFIRMATION

UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
INTERIM MARINA DIRECTOR SRVS	800-31000	285.00	35.00	9,975.00
			<b>TOTAL</b>	9,975.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 60-13-116484-54C	FEDERAL TAX EXEMPTION CERTIFICATE NO. 59-6000355
 APPROVED DIRECTOR of FINANCE	PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS. DELIVERIES WILL BE ACCEPTED MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

DUPLICATE



**Town of Lake Park Town Commission**

**Agenda Request Form**

*Exhibit "F"*

**Meeting Date: November 19, 2014**

**Agenda Item No. 8**

**Agenda Title: Commission Discussion on the Subject of Endorsing a Resolution of Support for the Palm Beach County League of Cities' Desire to Have Palm Beach County Remain in the Treasure Coast Regional Planning Commission.**

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

**Approved by Town Manager** *DSS* **Date:** *10/27/14*

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

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	Costs: None Funding Source: Acct. <input type="checkbox"/> Finance _____	<b>Attachments:</b>  1) E-mail Message from Richard Radcliffe 2) Model Resolution of Support
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>DSS</i></u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

The Board of Directors of the Palm Beach County League of Cities has adopted a resolution strongly objecting to recent actions taken by the Palm Beach County Board of County Commissioners from withdrawing Palm Beach County from the Treasure Coast Regional Planning Council and requesting membership in the South Florida Regional Planning Council instead. The Board of the League has asked each municipality to adopt a similar resolution. Direction from the Town Commission is respectfully requested on this issue. If it is the Commission's desire to adopt a similar resolution, such resolution will be

crafted for the meeting of December 3<sup>rd</sup>. If there is no desire to adopt a similar resolution, then no further action would be necessary.

**Recommended Motion:** This item has been presented as a discussion item only. If it is the Commission's desire to have a resolution objecting to the Board of County Commissioner's decision, then a motion, second, discussion, and a vote would be in order.

## Dale Sugerman

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**From:** Richard Radcliffe C. [RRadcliffe@pbcgov.org]  
**Sent:** Friday, October 24, 2014 12:55 PM  
**To:** Jeriise Hansen  
**Subject:** IMPORTANT Resolution Request  
**Attachments:** Res 2014-02-Treasure Coast Regional Planning-Board Support.pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Managers,

On October 7th, on a four to three vote, the Palm Beach County Board of County Commissioners (BOCC) directed staff to research the steps necessary to move Palm Beach County (County) to the South Florida Regional Planning Council (SFRPC) and to delete the County's membership in the Treasure Coast Regional Planning Council (TCRPC). By way of background information, the BOCC voted to have the County made a part of the TCRPC in 1976, over thirty-five years ago. This was a move away from the SFRPC at that time. Now, apparently the BOCC is considering a move to go back to SFRPC.

On October 22, after much discussion, the Palm Beach County League of Cities Board of Directors (the League Board) approved the attached resolution requesting the BOCC to make sure the County remains with the TCRPC. The resolution attached sets forth the reasons for the action taken by the League Board.

We are asking that every municipality pass a resolution similar to the one attached in support of the League Board's position. We are also asking that you reach out to your County Commissioner personally, especially if they were on the prevailing side (Vana, Taylor, Abrams, or Berger) and ask them to reconsider and reverse their decision.

Please thank the Commissioners that supported our position (Burdick, Valeche, and Santamaria) and ask them to remain vigilant since this is such an important issue to the municipalities and all of Palm Beach County.

Mike Busha, the League Board staff, and I will make ourselves available to assist with meetings and information. You may want have your planning staff meet with you and your Commissioner so they understand the ramifications of their actions and the commitment of every municipality. Please send the League copies of adopted resolutions and your correspondence.

Thank you for your support.

Richard

Richard C. Radcliffe  
Executive Director  
[rradcliffe@pbcgov.org](mailto:rradcliffe@pbcgov.org)  
The Palm Beach County League of Cities, Inc.  
P.O. Box 1989, Governmental Center  
West Palm Beach, Florida 33402  
Tel. 561-355-4484; Fax 355-6545  
[www.leagueofcities.org](http://www.leagueofcities.org)



**RESOLUTION NO. 2014-02**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALM BEACH COUNTY LEAGUE OF CITIES, INC. STRONGLY OBJECTING TO RECENT ACTION TAKEN BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO WITHDRAW PALM BEACH COUNTY FROM THE TREASURE COAST REGIONAL PLANNING COUNCIL AND TO REQUEST MEMBERSHIP IN THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL INSTEAD; AND STRONGLY SUPPORTING THE COUNTY'S CONTIUNED MEMBERSHIP IN THE TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING FOR DISTRIBUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the Palm Beach County Board of County Commissioners ("BOCC") recently took action by means of a 4-3 vote on October 7, 2014 authorizing its staff to research all necessary steps to withdraw Palm Beach County (the "County") from the Treasure Coast Regional Planning Council ("TCRPC") and to request membership in the South Florida Regional Planning Council ("SFRPC") in spite of opposition expressed at the meeting by municipal representatives and others; and

**WHEREAS**, the County has been a member of the TCRPC for more than thirty-five (35) years, since 1976; and

**WHEREAS**, during that lengthy tenure, the staff at the TCRPC has become acutely aware of the issues and concerns of the County as well as of the thirty-eight (38) Municipalities located therein as they relate to the growth management, transportation demands, water concerns and general land use planning; and

**WHEREAS**, there is little, if any, evidence that the SFRPC has the same depth of understanding of the issues that the County and its municipalities are facing; and

**WHEREAS**, the strategic policies found in the TCRPC Regional Policy Plan differ greatly from those found in the SFRPC Regional Policy Plan; and

**WHEREAS**, the County and the municipalities have incorporated many of the TCRPC policies into their comprehensive plans which guide their growth patterns; and which would require revision if the change to the SFRPC is achieved; and

**WHEREAS,** many municipalities located in Palm Beach County are involved in long term planning activities with the TCRPC which would be rendered meaningless if this change were to occur; and

**WHEREAS,** the minimal reasons supporting change found in the back-up documentation for the agenda item and the discussions at the October 7, 2014 meeting centered around saving money in the form of reduced membership fees to be paid to the SFRPC as opposed to the TCRPC; and the diverse interests of the counties comprising the TCRPC; and

**WHEREAS,** since County ad valorem tax dollars are used to pay for the membership in the TCRPC and are derived from all those persons and entities owning property in the County, each property owner is paying for this membership and deserves a voice in this abrupt move taken by the County with very little, if any, sound reasoning as to why such a move would benefit all local governments located in the County; and

**WHEREAS,** long term relationships forged through more than thirty-five (35) years of working with the TCRPC and the in-depth understanding the TCRPC staff has of the County's and the thirty-eight (38) municipalities' land use issues should not be discarded without substantial and powerful reasons, which have not been clearly articulated by the members of the BOCC, to date.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PALM BEACH COUNTY LEAGUE OF CITIES, INC., THAT:**

**SECTION 1:** the Board of Directors of the Palm Beach County League of Cities, Inc. strongly objects to recent action taken by the Palm Beach County Board of County Commissioners to withdraw Palm Beach County from the Treasure Coast Regional Planning Council and to request membership in the South Florida Regional Planning Council; and strongly supports the County's continued membership in the TCRPC; providing for distribution; providing an effective date; and for other purposes.

**SECTION 2:** The Board hereby requests that this resolution be sent directly to the Palm Beach County Board of County Commissioners, the Treasure Coast Regional Planning Council and all municipalities in Palm Beach County.

**SECTION 3:** This Resolution shall take effect immediately upon execution by the League President as authorized by the Board of Directors of the Palm Beach County League of Cities, Inc. at their October 22, 2014 meeting.

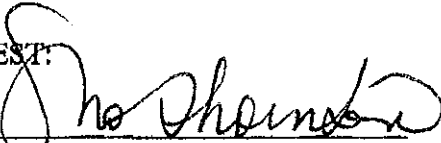
PASSED AND ADOPTED this 22<sup>nd</sup> day of October, 2014.

BOARD OF DIRECTORS OF  
THE PALM BEACH COUNTY LEAGUE OF  
CITIES, INC.

  
Steve B. Wilson, President

(SEAL)

ATTEST:

  
Mo Thornton, Secretary/Treasurer

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** December 3, 2014

**Agenda Item No.** 2

**Agenda Title: Legislative Priorities Workshop meeting minutes of November 19, 2014**

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

**Approved by Town Manager**  **Date:** 11/24/14

*Vivian Mendez – Town Clerk*  
 Name/Title

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

**Summary Explanation/Background:**

**Recommended Motion:**

To approve the Legislative Priorities Workshop meeting minutes of November 19, 2014.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Legislative Priorities Workshop  
Wednesday, November 19, 2014,  
Immediately Following the  
Regular Commission Meeting  
Lake Park Town Hall  
535 Park Avenue

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

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. **Discussion of Town Priorities for the 2014/2015 Legislative Session.**

- a. Sober homes.
- b. Enabling legislation for authorizing MSTUs for police services.
- c. Economic development:
  - i. Funding for replacement of private property septic systems with sanitary sewer lines in all portions of the Town.
  - ii. Funding of a stormwater drainage project on Lake Shore Drive.

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

**F. ADJOURNMENT**



**Minutes**  
**Town of Lake Park, Florida**  
**Legislative Priorities Workshop Meeting**  
**Wednesday, November 19, 2014, 8:49 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Legislative Priorities Workshop on Wednesday, November 19, 2014 at 8:49 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

**SPECIAL PRESENTATIONS/REPORTS**

**1. Discussion of Town Priorities for the 2014/2015 Legislative Session.**

- a. Sober Homes.
- b. Enabling legislation for authorizing MSTUs for police services.
- c. Economic development:
  - i. Funding for replacement of private property septic systems with sanitary sewer lines in all portions of the Town.
  - ii. Funding of a stormwater drainage project on Lake Shore Drive.

Town Manager Sugerman presented the item (see attached Exhibit "A").

The Commission discussed which items should remain on the legislative priorities list and which items should be removed. The Commission came to consensus to have Sober Homes and the Enabling legislation for authorizing MSTU's for police services on the list. The Commission discussed removing "Funding for replacement of private property septic systems with sanitary sewer lines in all portions of the Town" from the list because it was a local priority. The Commission requested to have this item placed on a future regular agenda for discussion.

Town Manager Sugerman explained that he has filed the preliminary application with the South Florida Water Management District (SFWMD) for \$2.5 million for the stormwater drainage project on Lake Shore Drive. He explained that the Town can use \$500,000 from the Stormwater fees, and can request the remaining \$500,000 from Legislative Appropriation from Tallahassee to equal the estimated \$3.5 million for the project. The formal application would be filed if the preliminary application were to be accepted by the SFWMD.

The Commission decided on the following legislative priorities:

- a. Sober Homes
- b. Enabling legislation for authorizing MSTUs for police services
- c. Economic Development



- i. Funding of a stormwater drainage project on Lake Shore Drive
- d. Grants Applications
  - i. Safety improvements

**PUBLIC COMMENT:**

None

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

**Town Attorney Baird** had no comments.

**Town Manager Sugerman** had no comments.

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

**Commissioner Rapoza** had no comments.

**Commissioner Flaherty** had no comments.

**Vice-Mayor Glas-Castro** had no comments.

**Mayor DuBois** had no comments.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner O'Rourke, and by unanimous vote, the meeting adjourned at 9:14 p.m.

---

Mayor James DuBois

---

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2014



**Town of Lake Park Town Commission  
Legislative Priorities Workshop**

Agenda Request Form

*Exhibit "A"*

Meeting Date: November 19, 2014

Agenda Item No. 1

**Agenda Title: Commission Discussion on Finalizing the Town's Priorities for the 2015 Legislative Session in Tallahassee.**

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

Approved by Town Manager *DSS* Date: 11/6/14

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

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

**Summary Explanation/Background:**

At the November 5<sup>th</sup> Commission Workshop meeting, the following draft priorities were established:

- 1) Sober homes.
- 2) Enabling legislation for authorizing MSTUs for police services.
- 3) Economic development:
  - a. Funding for replacement of private property septic systems with sanitary sewer lines in all portions of the Town.
  - b. Funding of stormwater drainage project on Lake Shore Drive.

The purpose of this agenda item is to finalize the legislative priorities for 2015.

**Recommended Motion:** I move to approve the legislative priorities.

# TAB 3



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: December 3, 2014

Agenda Item No. 3

**Agenda Title: Supporting The Location of Major League Baseball Teams in Central Palm Beach County (John Prince Park).**

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

Approved by Town Manager *DSS* Date: 11/20/14

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

<b>Originating Department:</b>  <b>Town Commission</b>	Costs: N/A Funding Source: [ ] Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Letter of Request From Glen Torcivia</li> <li>• Resolution</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ [X] 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>DSS</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

As per the consensus discussion of the Town Commission at the November 19, 2014 Commission meeting, presented herein is a Resolution supporting the location of major league baseball teams in central Palm Beach County at John Prince Park.

**Recommended Motion:** I move to authorize the adoption of Resolution 43-12-14.

**TORCIVIA, DONLON,  
GODDEAU & ANSAY, P.A.**

701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407-1950  
561-686-8700 Telephone / 561-686-8764 Facsimile  
www.torcivialaw.com

Glen J. Torcivia  
Lara Donlon  
Christy L. Goddeau\*  
Carolyn S. Ansay\*

Jennifer H.R. Hunecke  
Jonathan E. O'Connell  
Barbara Alternan  
R. Brian Shutt\*

\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

November 11, 2014

*Via Electronic Mail*

Mr. Dale Sugerman  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

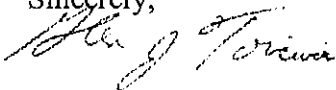
Subject: Spring Training Facility at John Prince Park

Dear Mr. Sugerman:

As you may know, the cities of Lake Worth, Palm Springs, Greenacres, Atlantis, Belle Glade, Highland Beach, Jupiter Inlet Colony, and Ocean Ridge are supporting the location of a spring training facility, for the Houston Astros and Washington Nationals, in John Prince Park.

Recently we had a very positive meeting with representatives of the Astros, Nationals and County staff. We would appreciate you sending me a formal letter of support for the John Prince Park site. Attached is a sample resolution that you can utilize for your letter. If you agree, it would be much appreciated if any letter of support could be provided to me by Friday, November 14<sup>th</sup>. In addition, it would be appreciated if your governing body would adopt a resolution supporting spring training at John Prince Park.

Sincerely,



Glen J. Torcivia

GJT:jw

Attachment

cc: Vice Mayor Kimberly Glas-Castro  
Vivian Mendez, Town Clerk  
Mike Bornstein  
Rich Reade  
Sam Ferreri

**RESOLUTION NO. 43-12-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUPPORTING THE LOCATION OF MAJOR LEAGUE BASEBALL TEAMS IN CENTRAL PALM BEACH COUNTY (JOHN PRINCE PARK); AND PROVIDING FOR 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, the location of Major League Baseball Spring Training sites provide economic benefit to the community; and

WHEREAS, Major League Baseball Spring Training sites provides opportunities for people of all ages to participate in baseball tournaments that would be conducted by amateur leagues as well as professional leagues; and

WHEREAS, Major League Baseball Spring Training sites provides opportunity for local residents to attend amateur and professional baseball games in the community; and

WHEREAS, Major League Baseball Spring Training sites provide a tremendous boost to tourism and the creation of jobs in the community; and

WHEREAS, both the Houston Astros and Washington Nationals have expressed an interest in relocating their Spring Training facilities to Palm Beach County; and

WHEREAS, Palm Beach County is encouraged to pursue the location of Major League Baseball Teams to Central Palm Beach County and specifically to the John Prince Park area; and

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. A copy this resolution shall be provided to Governor Rick Scott and all members of the Palm Beach County Legislative delegation, Palm Beach County Commissioners, representatives of Major League Baseball and all other parties as deemed appropriate by the City Manager.

Section 3. This Resolution shall be effective immediately upon its passage.

# TAB 4





**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: December 3, 2014

Agenda Item No. 4

**Agenda Title: A Resolution of the Town Commission Strongly Objecting to Recent Actions Taken by the Palm Beach County Board of County Commissioners to Withdraw Palm Beach County from the Treasure Coast Regional Planning Council.**

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

Approved by Town Manager  Date: 11/20/14

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

<b>Originating Department:</b>  <b>Town Commission</b>	Costs: N/A Funding Source: <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <ul style="list-style-type: none"> <li>• Resolution</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>DSS</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

As per the consensus discussion of the Town Commission at the November 19, 2014 Commission meeting, presented herein is a Resolution strongly objecting to recent action taken by the Palm Beach County Commissioners to withdraw Palm Beach County from the Treasure Coast Regional Planning Council and to request membership in the South Florida Regional Planning Council instead. The resolution further strongly supports the County's continued membership in the Treasure Coast Regional Planning Council.

**Recommended Motion:** I move to authorize the adoption of Resolution 44-12-14.

**RESOLUTION NO. 44-12-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA STRONGLY OBJECTING TO RECENT ACTION TAKEN BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO WITHDRAW PALM BEACH COUNTY FROM THE TREASURE COAST REGIONAL PLANNING COUNCIL AND TO REQUEST MEMBERSHIP IN THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL INSTEAD; AND STRONGLY SUPPORTING THE COUNTY'S CONTIUNED MEMBERSHIP IN THE TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING FOR DISTRIBUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

**WHEREAS**, the Palm Beach County Board of County Commissioners ("BOCC") recently took action by means of a 4-3 vote on October 7, 2014 authorizing its staff to research all necessary steps to withdraw Palm Beach County (the "County") from the Treasure Coast Regional Planning Council ("TCRPC") and to request membership in the South Florida Regional Planning Council ("SFRPC") in spite of opposition expressed at the meeting by municipal representatives and others; and

**WHEREAS**, the county has been a member of the TCRPC for more than thirty-five (35) years, since 1976; and

**WHEREAS**, during that lengthy tenure, the staff at the TCRPC has become acutely aware of the issues and concerns of the county as well as of the thirty-eight (38) municipalities located therein as they relate to the growth management, transportation demands, water concerns and general land use planning; and

**WHEREAS**, there is little, if any, evidence that the SFRPC has the same depth of understanding of the issues that the county and its municipalities are facing; and

**WHEREAS**, the strategic policies found in the TCRPC Regional Policy Plan differ greatly from those found in the SFRPC Regional Policy Plan; and

**WHEREAS**, the county and the municipalities have incorporated many of the TCRPC policies into their comprehensive plans which guide their growth patterns; and which would require revision if the change to the SFRPC is achieved; and

**WHEREAS**, many municipalities located in Palm Beach County are involved in long term planning activities with the TCRPC which would be rendered meaningless if this change were to occur; and

**WHEREAS**, the minimal reasons supporting change found in the back-up documentation for the agenda item and the discussions at the October 7, 2014 Board of County Commissioner's meeting centered around saving money in the form of reduced membership fees to be paid to the SFRPC as opposed to the TCRPC; and the diverse interests of the counties comprising the TCRPC; and

**WHEREAS**, since county ad valorem tax dollars are used to pay for the membership in the TCRPC and are derived from all those persons and entities owning property in the county, each property owner is paying for this membership and deserves a voice in this abrupt move taken by the county with very little, if any, sound reasoning as to why such a move would benefit all local governments located in the county; and

**WHEREAS**, long term relationships forged through more than thirty-five (35) years of working with the TCRPC and the in-depth understanding the TCRPC staff has of the county's and the thirty-eight (38) municipalities' land use issues should not be discarded without substantial and powerful reasons, which have not been clearly articulated by the members of the BOCC, to date.

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

**SECTION 1:** the Town Commission of the Town of Lake Park, Florida strongly objects to recent action taken by the Palm Beach County Board of County Commissioners to withdraw

Palm Beach County from the Treasure Coast Regional Planning Council and to request membership in the South Florida Regional Planning Council; and strongly supports the County's continued membership in the TCRPC; providing for distribution; providing an effective date; and for other purposes.

**SECTION 2:** The Town Commission hereby requests that this resolution be sent directly to the Palm Beach County Board of County Commissioners, the Treasure Coast Regional Planning Council and all municipalities in Palm Beach County.

**SECTION 3:** This Resolution shall take effect immediately upon adoption.

# **Board Membership**

# TAB 5



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** December 3, 2014

**Agenda Item No.** 5

**Agenda Title:** Board Member Nominations

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

**Approved by Town Manager**  **Date:** 11/24/14

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

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>Nomination by Vice-Mayor Glas-Castro</li> <li>Town Code Section 2-112(i) Board Volunteer List</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>YMC</i> <b>Please initial one.</b>

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

Vice-Mayor Glas-Castro has made a nomination to appoint the following applicant to the Planning and Zoning Board.

Ruth Rodney

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

## Vivian Mendez

---

**From:** Kim Glas-Castro  
**Sent:** Tuesday, November 4, 2014 6:21 PM  
**To:** Vivian Mendez  
**Subject:** Re: Volunteer Board Applicant

I'd like to nominate Ms Rodney for P&Z Board if no one else has already.

Thanks,  
Kim

Kim Glas-Castro  
Vice Mayor  
Town of Lake Park

Sent from my iPad

On Nov 4, 2014, at 2:52 PM, "Vivian Mendez" <[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)> wrote:

Good afternoon,

The Town Clerk's Office has received a Volunteer Board Application, which can be located on the Dropbox under the Board Applicant folder.

Sincerely,

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

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





Office of the  
Town Clerk

November 4, 2014

**Commission-appointed Board Volunteer List:**

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

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

New applicant:

Ruth Rodney – has applied for a membership on the Planning and Zoning and Library Boards. The Planning and Zoning and Library Boards each have two (2) alternate membership openings.

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

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

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

---

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



OCT 27 2014

**RECEIVED** *The Town of Lake Park*

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

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

Please print the following information:

Name: Rodney Ruth M  
Last First Middle

Address: 1026 7th St. Lake Park, Fl 33403

Telephone: home 561-351-9681 work 561-649-9848 X 3672 cell 561-351-9681

E-Mail Address rodney1946@hotmail.com

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

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

<u>Choice #</u>	<u>Board</u>	<u>Choice #</u>	<u>Board</u>
<input type="checkbox"/> 5	Code Compliance *	<input type="checkbox"/> 4	Tree Board
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/> 1	Planning & Zoning/Historic Preservation Board *
<input type="checkbox"/>	Harbor Marina Advisory Board	<input type="checkbox"/> 2	Library Board
<input type="checkbox"/> 3	Construction Board of Adjustments & Appeals		

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

Your Name: Ruth M Rodney

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

1. love the look of this town and wish to help keep the history of Lake Park alive.
2. I am an avid reader and enjoy the Library.

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

Your educational background: (High school, College, Graduate School or other training)  
Beloit Memorial HS, Broward Community College, FAU

What is/was your profession or occupation: Paratransit Transportation

How long: 30+ years


Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: I worked for about 2 years with the building department in Lauderhill, and also worked in the library in Sebring for several years.

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I am physically disabled in a power wheelchair, which allows me to be mobile. I am sensitive to the wishes and needs to many people.

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

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

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

Signature: 

Date: 10-23-14

**SUBMIT**

**Public  
Hearing  
Quasi-  
Judicial**

# TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 3, 2014

Agenda Item No. 6

Agenda Title: APPROVING THE PLAT OF CONGRESS BUSINESS PARK, a P.U.D.

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

Approved by Town Manager  Date: 11/17/14

Nadia Di Tommaso / Community Development Director  
Name/Title

<b>Originating Department:</b>  Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> → Surveyor/Mapper Platting Conformance Letter → Resolution <u>45</u> 12-14 → Copy of Application which includes the Declaration of Covenants/Conditions/Restrictions and a Cost Estimate for perimeter landscaping → Plat Plans – <i>available in the drop box and in paper format in the Community Development Department.</i>
<b>Advertised:</b> Date: N/A 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 <u>ND</u> – see <i>notation in costs field</i> OR Not applicable in this case _____ <b>Please initial one.</b>

Summary Explanation/Background:

Congress Development Company and Gentile Glas Holloway O’Mahoney & Associates submitted an application for plat approval for the Congress Avenue Business Park (a Planned Unit Development – PUD). This proposed plat, which measures 30.133 acres, includes a boundary of the overall subject property which is located on the southeast corner of Congress Avenue and Watertower Road. It also identifies the interior tracts, which includes the Park Avenue extension tract, all of which are currently owned by one owner, Congress Avenue Properties Limited. While staff and the Town Commission are aware that certain tracts are already under development review (with the Aldi grocery store tract already having received site plan approval), this plat approval request includes a Declaration of Covenants, Conditions and Restrictions with provisions for common property; the establishment of a Congress Business Park Association; and the establishment of easements within the PUD.

According to the Declaration of Covenants, the developer will maintain control over the various lots within the PUD and the common properties until the developer no longer owns any portion of the properties. For all intents and purposes, the common properties within the site will include the interior roadway network and the perimeter landscaping buffers. However, because the property is currently under one ownership, the applicant does not have an ability to identify the common properties as separate tracts on the plat, using the valid justification that there aren't any common properties until certain tracts are sold off to others. Rather, as the individual properties get sold by tract (rather than by legal description), these properties, along with the common areas and adjoining interior roadways associated with them, will be replatted through a minor replat process and will identify these areas as being under the control of the Association. All of this will be done prior to the issuance of any building permits. While staff understands this will require several additional steps due to the re-platting requirement once an individual tract is sold, (some of which may occur immediately after the approval of this plat), the option proposed herein does not legally go against any Florida State Statute platting requirements. This application was reviewed by the surveyor/mapper for Statute requirements and a letter of approval has been issued. On the land use approval side, since the entire Congress Avenue Properties site is controlled under a PUD (which requires unity of control for all of the interior parcels), the future re-plats will be required and will be conditioned as part of each individual development application within the PUD.

Common/compatible (not identical) architecture within the PUD was also something to which the developer agreed to have included in a Unity of Control document, which in this case is being submitted as a Declaration of Covenants, Conditions and Restrictions document. This Declaration conditions the properties in the PUD to architectural control. Hence, this aspect of the original condition for the PUD is also satisfied.

Infrastructure permits have already been issued for the Park Avenue extension roadway, which is close to completion and for which the private property owner will then deed to Palm Beach County, which will then deed it to the Town. This transfer of ownership through a Bill of Sale will also require the re-plat of the property.

The PUD also requires perimeter landscaping to be installed within 18 months of the approval of the PUD. The proposed platting submittal includes a cash deposit in the amount of \$143,423.17, which is the equivalent of 110% of the value of the improvements, for which the applicant has submitted an estimated value of \$130,384.70. This cash deposit will serve as surety until the improvements are completed and certified pursuant to Section 4 of the proposed resolution.

The subject plat has been reviewed by Gary A. Rager, P.S.M., Surveyor and Mapper of GeoPoint Surveying, Inc., and has been found to be in compliance with Florida Statute 177, and the Town of Lake Park platting ordinances.

**Recommended Motion: I MOVE to APPROVE Resolution 45-12-14.**



**PLAT REVIEW**  
CONGRESS BUSINESS PARK, A P.U.D.

**TO:** Paul Burl  
SIMMONS & WHITE  
5601 Corporate Way, No.200  
West Palm Beach, FL 33407

**Date:** OCTOBER 14, 2014

**Community**

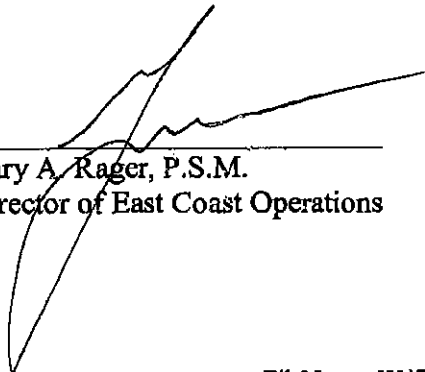
OCT 14 2014

**Attn:** Mr. Burl,

**development**  
**Control No:** SAW PB 015

**Re:** CONGRESS BUSINESS PARK, A P.U.D

We have reviewed the Plat submitted for recording to the Town of Lake Park, for compliance with Chapter 177 of the Florida Statutes and ordinances of the Town of Lake Park for the Town of Lake Park and have found the Plat to be in compliance.

  
\_\_\_\_\_  
Gary A. Rager, P.S.M.  
Director of East Coast Operations

FileName: W:\Lidberg Congress\ Oct 14 14Review.docx



**RESOLUTION NO. 45- 12-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE PLAT OF THE CONGRESS BUSINESS PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Congress Avenue Properties LLC, a Florida limited liability company, is the fee simple owner (the “Owner”) of approximately 30.133 acres of undeveloped real property, the legal description of which is attached hereto, and incorporated herein as **Exhibit “A”** (the “subject property”); and

**WHEREAS**, the subject property is located on the southeast corner of Congress Avenue and Watertower Road within the C-2/PUD Zoning District in the Town of Lake Park, Florida (“Town”); and

**WHEREAS**, Gentile Glas Holloway O’Mahoney & Associates and Congress Development Corporation, as the authorized agents for the Owner (the “Applicant”), submitted an application to the Town requesting approval of the Plat of Congress Business Park (the Plat); and

**WHEREAS**, the Town’s Staff and Engineer, have reviewed the Plat and have determined that it meets the Town’s platting regulations and Florida State Statutes regarding plats; and

**WHEREAS**, in accordance with the Town’s platting regulations, the Owner is required to provide a cash surety to the Town for the construction of the improvements associated with the Plat;

**WHEREAS**, the Owner has provided the Town with a cash deposit in the amount of \$143,423.17 as surety for the landscaping improvements.

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

**Section 1.** The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Commission hereby finds that the Plat is consistent with the Town’s Comprehensive Plan.

**Section 3.** The Town Commission hereby finds that the Congress Avenue Properties’ Plat complies with all of the Town platting regulations and Florida Statutes regarding plats and the subdivision of land.

**Section 4.** The Developer has submitted a cash deposit as surety in the amount of \$143,423.17 which is sufficient to guarantee of the construction of all improvements for the subject property, subject to the following conditions:

- (1) Upon completion of the required improvements, the landscape architect of record shall present to the community development director:
  - a. The architect's certificate of completion of required improvements.  
Record drawings may be provided in digitized form acceptable to the town if approved by the community development director.
  - b. The architect's warranty on workmanship and materials.
- (2) After review and approval of the submittal, the community development director will authorize release of the cash deposit for completion of required improvements noted above. All additional agreements, guarantees or documents are subject to approval by the town attorney.

**Section 5.** This Resolution shall take effect upon adoption.



Community  
AUG 22 2014  
GOVERNMENT

TOWN OF LAKE PARK  
COMMUNITY DEVELOPMENT DEPARTMENT

**APPLICATION FOR PLAT APPROVAL**

**Applicant Name:** Congress Development Co. / Gentle Glas Holloway O'Mahoney + Assoc. (Dodi Glas)

**Billing Address:** 4500 PGA Blvd. Suite 207, Palm Beach Gardens, FL 33418

**Phone:** 561-691-9050 **Fax:** 561-622-1851 **E-Mail:** philbrandt@divostainvestments.com

**Are you the Property Owner or an Agent for the Property Owner?** Yes

*If you are an Agent, please fill out the attached Authorized Agent Consent Form.*

**Property Owner:** Congress Avenue Properties

**Property Owner Address:** 4500 PGA Blvd. Suite 207, Palm Beach Gardens, FL 33418

**Phone:** 561-691-9050 **Fax:** 561-622-1851 **E-Mail:** \_\_\_\_\_

**SITE INFORMATION:**

**Property Location:** Congress Ave, South of Watertower Road

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

**Zoning District:** C-4

**Future Land Use Designation:** Commercial

**REVIEW PROCESS:**

1. The Applicant shall submit the following documents for the initial review of the Community Development Department and the Town Attorney:

- a. Plat Application

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Development

- b. Three (3) sets of the subdivision record plat meeting the requirements set forth in **Section 67-32** of the Town's Code of Ordinances
  - c. Three (3) sets of the signed and sealed Certified Survey. The survey must reflect all easements and rights-of-way of record based upon a title policy or title search completed not more than 90 days prior to submittal.
2. After review and approval of the submittal, the Community Development Director shall submit the plat to the Town Commission for approval.
  3. Upon completion of required Site improvements, the engineer of record shall present to the Community Development Department, per **Section 67-33** of the Town's Code of Ordinances:
    - a. The engineer's certificate of completion of required improvements.
    - b. A Developer's Warranty on workmanship and materials *(not required if the developer is recording the plat after completion of construction)*.
    - c. A Surety Bond to ensure the construction of the required improvements to the Town in an amount determined by the Community Development Director in support of the Developer's Warranty.
    - d. A certified cost estimate for the installation of required improvements in the amount of 110% of the value of all improvements and associated costs, *if the developer records the plat in lieu of prior construction of required*.
  4. After project completion, the Community Development Department will authorize release of the bonded agreement for completion of the required improvements.

**PLAT APPROVAL FEES:**

Bond Fee:	To be determined
Escrow Fee <i>(must be paid upon submittal)</i> :	\$1000.00

**ACKNOWLEDGEMENT OF APPLICANT:**

I hereby certify that I am the Owner of Record of the above described property or that I have written permission from the Owner of Record to request this action.



8-21-14

PROPERTY OWNER/AUTHORIZED AGENT SIGNATURE

Date



Community  
AUG 22 2014  
Development

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

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

1. That he/she is the fee simple title owner of the property described in the attached Legal Description;
2. That he/she is requesting \_\_\_\_\_ in the Town of Lake Park, Florida;
3. That he/she is appointed \_\_\_\_\_ to act as an Authorized Agent on his/her behalf to accomplish the above Project.

Property Owner Name: Judith Galui

[Signature] \_\_\_\_\_  
Property Owner Signature By: Name/Title Vice President

4500 P&A Blvd. Suite 207 \_\_\_\_\_  
Street Address City, State, Zip Code 33418 FL

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

\_\_\_\_\_  
E-Mail Address

Sworn and Subscribed before me on this 21<sup>st</sup> day of August, 2014,

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
12-13-15

AUG 22 2014

Development



**PLEASE DO NOT DETACH FROM APPLICATION.**

**SIGNATURE REQUIRED BELOW.**

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

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

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

I, <u>Judith Galui</u> , have read and understand the regulations above regarding cost recovery.	
<u>[Signature]</u> Property Owner Signature	<u>8-21-14</u> Date

# Congress Business Park P.U.D.

LANDSCAPE ARCHITECT'S LANDSCAPE COST ESTIMATE  
DATE: 11/11/14

## TREE & PALMS

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QUANTITY	Architect's Estimate	
					UNIT PRICE	AMOUNT
RP	ROYAL PALM	ROYSTONEA ELATA	8' G.W.	15	\$800.00	\$12,000.00
IA	EAST PALATKA HOLLY	ILEX ATTENUATA	12' O.A.	39	\$350.00	\$13,650.00
SP	CABBAGE PALM	SABAL PALMETTO	10-18' CT. EQUAL MIX	27	\$300.00	\$8,100.00
PE	S. FLA. SLASH PINE	PINUS ELLIOTTI	12' O.A.	20	\$250.00	\$5,000.00
PE	S. FLA. SLASH PINE	PINUS ELLIOTTI	16' O.A.	20	\$350.00	\$7,000.00
PE	S. FLA. SLASH PINE	PINUS ELLIOTTI	20' O.A.	19	\$400.00	\$7,600.00
QV	LIVE OAK	QUERCUS VIRGINIANA	12' OA	4	\$325.00	\$1,300.00
<b>TOTAL TREES &amp; PALMS</b>						<b>\$54,650.00</b>

## SHRUBS & GROUNDCOVERS

SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	Architect's Estimate		
				UNIT PRICE	AMOUNT	
TRF	FLORIDA GAMMA GRASS	TRIPSUCUM FLORIDANUM	442	\$8.00	\$3,536.00	
ILE	DWARF YAUPON HOLLY	ILEX VOMITORIA 'STOKES DWIF'	975	\$8.00	\$7,800.00	
CHR	RED TIP COCOPLUM	CHRYSOBBALANUS ICACO	1,424	\$8.00	\$11,392.00	
<b>TOTAL SHRUBS &amp; GROUNDCOVERS</b>						<b>\$22,728.00</b>

## ON-SITE ITEMS:

		Architect's Estimate
<b>TOTAL TREES &amp; PALMS</b>		<b>\$54,650.00</b>
<b>TOTAL SHRUBS &amp; GROUNDCOVERS</b>		<b>\$22,728.00</b>
<b>TOTAL TEMPORARY IRRIGATION (\$0.45 - \$0.55 per SF)</b>		<b>\$0.55</b>
<b>TOTAL SOD (St Augustin - Floritam/ \$0.32 - \$0.35 per SF)</b>		<b>\$0.35</b>
		<b>\$14,000.00</b>
		<b>\$17,006.70</b>

## CONTINGENCY 15%

NOTE: CONTRACTOR TO DETERMINE FINAL COST FROM AREAS WITHIN LIMITS OF WORK  
(Irrigation is based off of general water source, any additional pump/ well shall be in addition to the estimated cost)

## ESTIMATED TOTAL:

**\$130,384.70**

Prepared By and Return to:  
Jack B. Owen, Jr., Esquire  
*Law Office of Jack B. Owen, Jr., P.A.*  
4500 PGA Boulevard, Suite 200  
Palm Beach Gardens, Florida 33418

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
CONGRESS BUSINESS PARK**



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
OF  
CONGRESS BUSINESS PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CONGRESS BUSINESS PARK (hereinafter referred to as the "Declaration") is made by CONGRESS DEVELOPMENT COMPANY, a Florida corporation, whose address is 4500 PGA Boulevard, Suite 207, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant on the date hereof is under contract to purchase from Congress Avenue Properties, Ltd., a Florida limited partnership, certain real property located in Palm Beach County, Florida, described on attached Exhibit "A"; and

WHEREAS, Declarant intends to develop the real property described on attached Exhibit "A" subject to certain protective covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the above-referenced real property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described on attached Exhibit "A", shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I  
DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Additional Property" shall mean and refer to real property that may subsequently be annexed to the Property.

B. "Articles" shall mean and refer to the Articles of Incorporation of the Association attached hereto as Exhibit "B" and any amendments thereto as they may exist from time to time.

C. "Association" shall mean and refer to CONGRESS BUSINESS PARK ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns, which shall be a property owners' association formed pursuant to Chapter 617 of the Florida Statutes. The Association is the association for all of CONGRESS BUSINESS PARK.

E. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

F. "Bylaws" shall mean and refer to the Bylaws of the Association attached hereto as Exhibit "C" and any amendments thereto as they may exist from time to time.

G. "Common Expenses" shall mean and refer to expenditures for maintenance, operation and other services required or authorized to be performed by the Association with respect to Common Property, Surface Water or Stormwater Management Systems, Roadways, public areas (if any), lakes (if any) or otherwise, including, but not limited to, the costs of any and all commonly metered utilities, if any, and other commonly metered charges for the Common Area, if any; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefitting the Common Area; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the Common Area; costs of bonding the members of the Board and a management company, if any; costs of errors and omissions liability insurance for officers of the Association, members of the Board, members of the CONGRESS BUSINESS PARK Architectural Review Committee, members of the CONGRESS BUSINESS PARK New Construction Committee and members of any other committees appointed by the Board; taxes paid by the Association, including real property taxes for the Common Area; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Area or any portion thereof; costs of complying with any local, state, or federal laws or regulations pertaining to the Common Area; and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Area or for the benefit of the Members.

H. "Common Property" and "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, if any, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as "Common Property" or "Common Area" or tracts of land identified as "Common Property" or "Common Area" on a final plat recorded in the Public Records of Palm Beach County, Florida by the Declarant. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property, and shall also include easement rights which may be specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. Common Property is specifically reserved for the use and benefit of Members and is an integral appurtenant part of each Lot.

I. "Declarant" shall mean CONGRESS DEVELOPMENT COMPANY, a Florida corporation, or its authorized representatives, successors or assigns. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns; but only to the extent specifically so identified by an instrument in writing executed and recorded by Declarant.

J. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Congress Business Park as it may, from time to time, be amended.

K. "CONGRESS BUSINESS PARK" or "Project" shall mean the property developed pursuant to the Plan, which property is described on attached Exhibit "A".

L. "Hazardous Materials" shall mean and include all such asbestos, polychlorinated biphenyls and petroleum products and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA, or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material including, without limitation, those substances as defined by the Comprehensive Environmental Response, Compensation And Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601(14), pollutants or contaminants as defined by CERCLA, or hazardous waste as defined by the Resource Conversation and Recovery Act, 42 U.S.C. 6903(5).

M. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, rent or emolument.

N. "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which in the future may be located a commercial building.

O. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping and grounds care; dredging, chemical treatment and other services related to retention areas, swales and drainage ditches; structural upkeep of roads, walls, entry features and rights of way; signage installation and repair, and all other such functions incidental to the services of the Association.

P. "Master Documents" shall mean the Articles, Bylaws, Declaration, and Rules and Regulations of the Association, as same may be amended from time to time.

Q. "Member" shall mean and refer to all those Owners who are Members of the Association as hereinafter provided. All Owners shall be members of the Association; provided, however, that there shall be no more than one (1) vote for each Lot.

R. "Mortgage" shall mean any mortgage on a Lot. "First Mortgage" shall mean any recorded mortgage with first priority or seniority over other mortgages.

S. "Mortgagee" shall mean any holder of a Mortgage. "First Mortgagee" shall mean any holder of a First Mortgage.

T. "New Construction Approval" shall mean the approval of the Declarant required for all architectural, engineering, planning, drainage and landscaping aspects pertaining to the original construction of on a Lot within the Property prior to the issuance of a certificate of occupancy.

U. "Notice" shall mean delivery, to the person or entity who appears as Owner in the records of the Association, of any document by mail with postage prepaid to the last known address according to the records of the Association. If available from the records of the Association, notices to an Owner may (but shall not be required to) be sent to a lessee of an Owner. Notice to one of two or more co-owners shall constitute notice to all Owners.

V. "Open Space" shall mean an exterior open area, if any, within the Properties and the Additional Property (not including open area on the Lots) from the ground upward devoid of buildings and accessory structures; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

W. "Owner" shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot located within the Properties. Owner shall not mean or refer to the holder of a Mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to a foreclosure or other legal proceeding, or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of an Owner.

X. "Person" shall mean an individual, corporation, partnership, limited liability company, trust, or any other legal entity.

Y. "Plan" shall mean and refer to any recorded plat of any portion of the Properties and Additional Property and the most recent proposed plat or land use plan submitted to and approved by the Town of Lake Park for the development of CONGRESS BUSINESS PARK, as changed, amended and modified from time to time with the approval of the Town of Lake Park. A copy of the most recent Plan is attached hereto as Exhibit "D" and is by this reference made a part hereof. If the Plan is modified with the approval of the Town of Lake Park, the Declarant shall have the obligation to record the amendment to such Plan.

Z. "Properties" or "Property" shall mean and include the real property described on attached Exhibit "A" and, when added in accordance with the terms and conditions hereof, shall also include real property which is declared to be Properties in any Supplemental

Declaration, less any real property which is declared to be withdrawn from the Properties in any Supplemental Declaration.

AA. "Raw Land" shall mean any unplatted parcel of land located within the Properties intended for use as a site for Lots but which has not been conveyed to one or more Owners intending to occupy the improved Lots for commercial purposes.

BB. "Restricted Common Property" shall mean certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Owners. All costs associated with maintenance, repair, replacement and insurance of Restricted Common Property shall be assessed against the Owners which are benefitted thereby, as defined herein. Initially, the Declarant shall designate any Restricted Common Property as such and the exclusive use thereof shall be assigned in the deed conveying the Restricted Common Property to the Association. Thereafter, a portion of the Common Area may be assigned as Restricted Common Property of a particular Owner or Owners and Restricted Common Property may be reassigned between Owners upon the vote of a majority of the total Association vote, including a majority of the votes of Owners to which the Restricted Common Property are assigned.

CC. "Roadways" shall mean and refer to all streets within the Property as designated on the Plan and their adjoining sidewalks and lighting, if any.

DD. "Rules and Regulations" shall mean rules and regulations adopted by the Board of Directors including any amendments or modifications thereto, which shall be part of the Master Documents.

EE. "Signage" shall mean the monument sign(s) for Congress Business Park located at the Congress Business Park entranceways off Congress Avenue, WaterTower Road or Park Avenue, if any.

FF. "Supplemental Declaration" shall mean any supplement, amendment, or modification of this Declaration.

GG. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented with respect to the Properties to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

HH. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in ARTICLE XI hereof.

II. "Turnover Date" shall mean and refer to the date which is the earliest of (i) twenty (20) years from the date of recording this Declaration in the Public Records of Palm Beach County, Florida; or (ii) three (3) months after the date upon which the Declarant has

conveyed all of its Lots within the Property to other Owners. Notwithstanding the above, the Declarant may in its sole discretion set an earlier date than above set forth as the Turnover Date.

In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by the Declarant in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, the Declarant may, also by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Properties in order to reflect any unique characteristics thereof, provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Properties contemplated in this Declaration.

## ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 1. Existing Property. The real property initially subject to this Declaration is located in Palm Beach County, Florida and is more particularly described on attached Exhibit "A".

### Section 2. Additional Property.

A. Additions and Deletions to Existing Property. The Declarant shall have the right to bring within the scheme of this Declaration, from time to time, and in its discretion and without the consent of any other Person, one or more additional parcels of property. Any such additions as are authorized hereby shall be made by a Supplemental Declaration executed only by the Declarant. The Declarant reserves the right to amend this Declaration, without prior notice and without the consent of any Person for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for CONGRESS BUSINESS PARK desired to be effected by the Declarant, provided such withdrawal does not result in a substantial deviation from the overall, uniform scheme of development for CONGRESS BUSINESS PARK; and further provided, however, that the Declarant, concurrently with such removal shall grant and/or confirm such easements as are necessary or requisite relative to the reasonable maintenance and/or construction of those Lots theretofore conveyed by the Declarant.

Section 3. Enjoyment of Common Areas. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, subject to: i) this Declaration, as it may be amended from time to time; ii) the Rules and Regulations; iii) the payment of use or access fees or other charges reasonably imposed by the Association; and iv) subject to any restrictions or limitations contained in any deed conveying such property to the Association. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee of the Lot.

Section 4. Future Improvements. The Owners accept and agree that the Declarant will have sole right of design, construction, development and future improvements to the

Properties and adjacent areas. Further, the Owners release the Declarant of and from any claim that they might have against the Declarant for the future development in the said areas, such as, but no limited to, renderings, plans or models. The Owners waive all claims against the Declarant for interference with their quiet enjoyment, through development of the balance of the Properties and adjacent areas whether the construction operations are performed in the balance of the Properties and adjacent areas or in the Common Properties, incident to the construction operations.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing its ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other Rules and Regulations of the Association. In addition to the foregoing, the guests, invitees and lessees of said Owners shall, while in or on the Properties, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other Rules and Regulations of the Association.

Section 2. Allocation of Voting Rights.

A. The Association shall have two (2) classes of Voting Members each to be selected and to cast the number of votes set forth below:

Class A. Class A Members shall be all Owners of Lots other than the Declarant. Class A Members shall be allocated one (1) vote for each acre of the Lot in which they hold interest required for membership by Article III, Section 1 of this Declaration. Fractional acres are rounded up or down.

Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated a number of votes equal to three (3) times the total number of Class A votes. The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) twenty (20) years from the date of recording of this Declaration in the Public Records of Palm Beach County, Florida, unless extended by Declarant by filing a Supplemental Declaration.

(b) three (3) months after the date that the Declarant has conveyed all of its Lots within the Property to other Owners.

B. Upon the happening of the earliest of the foregoing events (a) or (b), the Declarant shall (pursuant to Article XI) conduct a turnover meeting for the purpose of turning over the Association to the Owners who may then elect new directors of the Association.

C. When any of the Properties entitling an Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons, or entities have the same fiduciary relationship respecting the same property, then, unless the instrument or order appointing them or creating the tenancy otherwise directs it and a copy thereof is filed with the Secretary of the Association, such Owner shall select one (1) official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that portion of the Properties. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners. Upon such notification the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

D. For purposes of determining voting rights hereunder the membership roster of the Association shall be set as of thirty (30) days prior to the vote of the Association.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Lot and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that an unrecorded copy of said instrument is delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery of a recorded copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot acquired. If an Owner intends to rent to lessees, the Owner shall be liable for and shall pay all fees and assessments attributable to such Lot. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Declarant Right to Appoint Director. The Declarant shall be entitled (but shall not be required) to appoint all members of the Board until the Turnover Date.

Section 5. Authority. No Member, except as an officer of the Association, shall have any authority to act for the Association or to bind the Association in any manner.



ARTICLE IV  
FUNCTIONS OF ASSOCIATION

Section 1. Services. The Association shall have the powers provided herein and in the Master Documents, as amended from time to time, and such other powers as may be vested in the Association by law, and shall have the right, but not the obligation, to provide (or cause to be provided) the following services in the public health, safety and welfare of the Owners:

A. Lot Owners are each responsible for the maintenance of all Open Space, Common Property, landscaping and irrigation systems, including, without limitation, all private roads and lights, sidewalks and landscaping on and around such roads, as well as maintenance of the entry and exit areas located on their Lot; provided, however, if the Lot Owners do not properly maintain such items then the Association shall cause to be performed such maintenance and/or repair and charge back each Lot Owner for the costs of same pursuant to the provisions of this Declaration..

B. Maintenance, operation and repair of the pipework for the Surface Water or Stormwater Management System(s), which shall mean the exercise of practices which allow the System(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the applicable governmental agency working together with the Northern Palm Beach County Improvement District. The Association shall be responsible for such pipework maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved, by the applicable governmental agency. The designated officer or member of the Board, as appropriate, may execute, without Member approval, all documents necessary to carry out the maintenance obligations contemplated in this subparagraph.

C. Maintenance of lakes and canals owned by the Association within the Properties, if any, as well as maintenance of canals not owned by the Association within the Properties, if and to the extent permitted by any governmental authority having jurisdiction thereof. Maintenance as used herein shall include, but not be limited to, the preservation of any shorelines or beaches together with lakes and bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association.

D. The Association reserves a perpetual right on and over and under all of the Properties to dispense pesticides and take other action that in the opinion of the Association is necessary or desirable to control insects, pests and vermin. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.

E. The Roadways and Signage within the Property shall be maintained and repaired by the Association in accordance with any applicable standards.

F. Adopting, publishing and enforcing such reasonable Rules and Regulations as the Board deems necessary.

G. Constructing improvements on Common Property and easements as may be required to provide the services as authorized in this Article.

H. The Association may carry out any of the functions and services specified in this Article to the extent such maintenance and services can be provided with the proceeds first from Annual Assessments and then, if necessary, from Special Assessments. The functions and services allowed in this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association by taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and services that the Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

Section 2. Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit, public utility or private party consistent with the intended use of such property.

## ARTICLE V POWERS OF THE ASSOCIATION

Section 1. Powers. The Association shall have all the rights, powers, and authority (including lien rights) as set forth and provided in Chapter 617, Part 1, Florida Statutes, and the Master Documents.

The Association is further empowered to (a) engage in any lawful activity for which corporations may be formed under Chapter 617, Florida Statutes; (b) exercise all of the powers set forth in the Master Documents; and, (c) do and perform any and all acts that may be necessary or proper to benefit the Members or for the exercise of any of the express powers of the Association, including, without limitations, the following:

(a) to contract and pay for costs incurred in the exercise of its duties, rights and powers;

(b) to fix, levy and collect assessments as provided herein;

(c) to grant and convey easements, rights and/or servitudes over and to the Common Property, including, without limitation, the creation of Restricted Common Property as may become necessary or desirable as determined by the Board of Directors in its sole discretion and as provided herein. Subject only to the rights of the Declarant, the Board of Directors shall have the right to restrict the use of certain portions of the Common Property in favor of one or more Units and/or Owners and thereby create Restricted Common Property;

(d) to pay the Common Expenses;

(e) to pay and discharge any and all liens from time to time placed or imposed upon any portions of the Properties owned by it, or any improvements thereon, including, but not

limited to, any liens so placed or imposed on account of any work done or caused to be done by the Association in the fulfillment of any of its obligations, powers, rights or duties;

(f) to cause such improvements and additions to be made to the Common Property and all facilities associated with such areas, and to provide such services, take such action and do such things as the Board shall determine to be necessary or desirable;

(g) to employ the services of a manager, management company, or other persons and to contract with independent contractors or managing agents to manage, conduct or perform its day-to-day affairs;

(h) to acquire, own, hold, improve, maintain, manage, lease, pledge, mortgage, hypothecate, convey, transfer or dedicate interests in real or personal property for the purpose of management of the Properties, administration of the affairs of the Association, or benefit of the Members, subject to the provisions of the Master Documents.

Section 2. Limitation on Powers. Notwithstanding anything to the contrary, until the Turnover Date, neither the Board nor the Association shall have the authority to, and shall not, undertake any of the following actions without the Declarant's written consent which may be withheld in the Declarant's sole discretion:

(a) prohibit or restrict in any manner the sales and marketing program of the Declarant or any Owner who is developing their Lot solely with the intent of resale, as conclusively designated by the Declarant in writing;

(b) significantly decrease the level of maintenance services of the Association;

(c) make any Special or Individual Assessment against, or impose any fine upon, the Declarant and/or any of the Declarant's property within the Properties;

(d) alter or amend any of the Master Documents;

(e) modify, amend or alter the Plan;

(f) terminate or waive any rights of the Association under the Master Documents;

(g) convey, lease, mortgage, alienate, or pledge any easements or property of the Association;

(h) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

(i) terminate or cancel any easements granted hereunder or by the Association;

(j) terminate or impair in any fashion any easements, powers, or rights of the Declarant hereunder;

(k) restrict the rights of the Declarant, its successors, assigns, licensees, invitees, guests and related entities to use, access, and enjoy any property within the Properties;

(l) cause the Association to default on any obligation of it under any contract, unless the Declarant consents to the action in writing, which consent may be withheld by the Declarant in its sole discretion;

(m) by act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the Common Property, party walls or common fences, and driveways, or the upkeep of lawns and plantings within the Properties;

(n) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the property owned, directly or indirectly, by the Association for the benefit of the Owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause);

(o) change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner;

(p) fail to maintain fire and extended coverage on insurable property, if any, in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) or fail to maintain liability insurance deemed adequate by the Board.

Section 3. Special Limitations. After the first annual meeting of the Members, unless voting Members holding at least two-thirds (2/3) of the votes in the Association affirmatively concur at a general or special meeting called for that purpose, the Association shall not pay legal or other fees to persons or entities engaged by the Association for the purpose of suing or making, preparing, or investigating any lawsuit, or commencing any lawsuit other than for: (a) the collection of assessments; (b) the collection of other charges that Members are obligated to pay; (c) the enforcement of the use and occupancy restrictions contained in the Master Documents, including, but not limited to, those against lessees; or (d) an emergency where waiting to obtain the approval of the voting Members would create a substantial risk of irreparable injury.

## ARTICLE VI EASEMENTS

Section 1. Appurtenant Easements. The Declarant grants to all Owners (and their guests, lessees and invitees) as an appurtenance to and as part of the ownership held by such Owner, but subject to the Master Documents, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such use and enjoyment to be shared in common with the Declarant and the other Owners, their guests, lessees and invitees.

Section 2. Utility Easements. The Declarant reserves to itself (and its successors or assigns) the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Properties and the Common Property upon, over, under and across the Properties. Said easements may be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, reclamation, sewage disposal systems, effluent disposal lines systems, pipes, wires, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, other communication systems, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Properties and the Common Property. All such easements shall be of a size, width, and location as the Declarant, in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements (including Residential Units) which are now, or will be, located upon the Properties.

Section 3. Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as the Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon by the Owners. The Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as the Declarant may from time to time designate in writing, a nonexclusive perpetual easement, privilege and right in and to, over, under, on and across the Properties, for ingress and egress to construct, locate and maintain any lines, cables, conduits, pipes, swales and other such improvements related to the infrastructure and development thereof in connection with the Declarant's development of CONGRESS BUSINESS PARK or any portion thereof; provided, however, that any such construction, location, installation or development by the Declarant shall not be permitted in, on, under or across existing buildings and the Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. The Declarant reserves for itself, its successors and assigns, a nonexclusive easement for the installation and maintenance of security, communication and television cables and wires within the rights-of-way and easement areas referred to herein.

Section 4. Service Easements. The Declarant hereby grants to persons and entities affiliated with delivery, pickup, emergency and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns, and to such other persons as the Declarant from time to time may designate, a nonexclusive perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services to service the Properties and to perform any investigation related thereto.

Section 5. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association shall have easements for and may, but shall not be required to, cut drainways for surface water within the Properties and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and/or appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Properties which are not located within the specific easement areas designated on the Plan or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. No Owner of a Lot may alter any elevations or slopes, except upon written consent of the Association.

Section 6. Easements for Roadways and other Easement Areas. The Declarant acknowledges that the Plan of the Properties includes construction of Roadways and other easement areas which may, but will not necessarily, be improved with landscaping, sod, irrigation facilities and other items. Said areas may be dedicated to the Association or the Association may be granted an easement with respect thereto, and the Association may be required to maintain same.

Section 7. Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Lot for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Section 8. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Property adjacent thereto, or as between adjacent Lots and/or Properties due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions), to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of an Owner, lessee, or the Association.

Section 9. Extent of Easements. The rights and easements of enjoyment created in this Article VI shall be subject to the following:

A. The right of the Declarant, or the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Open Spaces, if any, Surface Management Systems and Common Property and providing services authorized herein and, in aid thereof, to mortgage the Properties (but only with the approval of at least two-thirds (2/3) of the Members other than the Declarant), if the Association intends to mortgage Common Property.

B. Maintenance of all Open Space, Common Property, landscaping and irrigation systems, including, without limitation, all private roads and lights, sidewalks and landscaping on and around such roads.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association.

Section 10. Discharge into Water Bodies. Nothing other than storm water and irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties without the Declarant's prior written consent. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Declarant. Irrigation water may not be withdrawn from any body of water, within the Properties or the ground, by any party other than the Declarant without the consent of the Association, which consent may be withheld in the sole discretion of the Association.

## ARTICLE VII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all: (1) Annual Assessments and charges, as defined and identified in Section 2 hereinbelow; (2) Special Assessments, as defined and identified in Section 4 hereinbelow, and Individual Assessments, as defined and identified in Section 5 hereinbelow; such assessments to be established and collected as hereinafter provided.

The Annual, Special Assessments and Individual Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest (at a rate not to exceed the highest rate allowed by Florida usury law), costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Annual Assessments. The Association shall levy against the Lots and the Owners thereof, Annual Assessments as provided herein. The Annual Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of any Surface Water Management Systems, Open Spaces and Common Property and to provide services which the Association is authorized or required to provide including, but not limited to, payment of costs relating to security; the payment of taxes and insurance premiums; construction, repair or replacement of improvements; payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized

functions; and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may elect to establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) taxes, and (d) such other items as the Board may deem appropriate.

The Board or its designees shall annually prepare a budget covering the estimated Annual Assessments of the Association for the coming year. The budget may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared and shall separately list general and specific expenses, if any.

The Annual Assessment to be levied for the coming year against each Lot subject to assessment shall be computed by dividing the budgeted Common Expenses by the total number of acres each Lot contains and then allocated to each Lot Owner subject to this Declaration.

Section 3. Working Capital Fund. In addition to the Annual Assessments, upon the date of conveyance of a Lot to an Owner, except the Declarant, the new Owner to which the Lot shall be conveyed, shall pay to the Association at closing, a contribution to a working capital fund ("Working Capital Fund") of the Association in an amount equal to \$500.00, which shall be in addition to the Owner's responsibility for other assessments set forth in this Declaration. The Working Capital Fund may be used by the Association for start-up expenses or other expenses incurred by the Association and in particular may be used to pay expenses while Declarant is in control of the Association, and need not be restricted or accumulated.

Section 4. Special Assessments. In addition to the Annual Assessments and Working Capital Fund authorized by Sections 2 and 3 hereof, the Association may levy against the Lots and the Owners thereof Special Assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Roadways or easements, including the necessary fixtures and personal property related thereto or for other purposes as determined by the Board.

Section 5. Individual Assessments. The Association may impose an Individual Assessment upon any Owner whose use or treatment of Common Areas or a Lot is not in conformance with the standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. The maximum amount of such assessment shall be equal to such cost incurred plus ten percent (10%) of the costs for administration and may be enforced in the manner provided for any other assessments.

Section 6. Assessment of the Declarant. Prior to the Turnover Date, the Declarant shall have no obligation to pay assessments on Lots which the Declarant owns, whether such Lots are original inventory or have been reacquired by the Declarant. Rather, until the Turnover Date, the Declarant may elect annually to pay the "Deficit," which is the difference between the amount of



assessments assessed to all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. The Deficit shall not include capital or reserve assessments unless otherwise determined by the Declarant. The election of the Declarant to pay assessments or the Deficit shall be by written notice to the Board not less than thirty (30) days prior to the beginning of each fiscal year. If no notice is delivered by the Declarant, the Declarant shall be deemed to have elected to pay the Deficit. The Declarant's financial obligations to the Association may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. After the Turnover Date, the Declarant shall be obligated to pay assessments on Lots which it owns and are part of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on the first day of the first month of the calendar quarter following: (i) as to each Lot owned by the Declarant, provided that, prior to the Turnover Date, Declarant has elected to pay the Annual Assessments, pursuant to Section 6 above, the date of subjection of the Lot to this Declaration by the filing hereof or of a supplement hereto; and (ii) as to each Lot purchased by an Owner other than Declarant, the date of conveyance to the Owner. At the closing of the conveyance to the Owner, the Owner shall pay to the Association the remaining prorated portion of the Annual Assessments due for the quarter in which the closing occurs. Thereafter, the Annual Assessments provided for herein shall be due and payable on the first day of each calendar quarter or as otherwise set by the Board. The Annual Assessments shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

Section 8. Duties of the Board Regarding Rosters. The Board or its designees shall prepare a roster of Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If assessments are not paid on the dates due (being the dates specified in this Article), then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot and the then Owner, the Owner's heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments in the Public Records of Palm Beach County, Florida, and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and there shall be added to the amount of such assessment all attorneys' fees incurred in connection therewith at trial and all appellate levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest and late fees on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages; Mortgagees' Rights. The lien for assessments provided for herein is subordinate to the lien of any First Mortgage now or hereafter placed upon a Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; (c) all property dedicated for recreational use pursuant to this Declaration; and (d) property designated as Open Space or which is used in the Surface Water Management Systems.

Section 12. Collection of Assessments. Assessments allocated to any Lot shall be billed by the Association and collected by the Association. The Owners shall be liable for the payment of assessments to the Association. Nothing herein shall be deemed a waiver by the Association of its independent right of lien and collection against any Owner and the Association may at any time invoice and proceed directly against an Owner for assessments owed hereunder.

Section 13. Costs of Collection. The Association shall be entitled to recover its costs of collection and attorneys' fees from any Owner against whom an assessment must be enforced.

## ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. New Construction and Architectural Review. Prior to the Turnover Date, all plans for new construction shall be submitted to the Declarant for review and approval, such approval shall be in the Declarant's sole and absolute discretion. After the Turnover Date, the Association may implement whatever new construction architectural review process they deem appropriate.

Section 2. Remedy for Violations. In the event this Article VIII is violated, the Association shall specifically have the right to injunctive relief to require the applicable Owner to halt, remove and/or alter any improvement in a manner which complies with this Article VIII,

or the Association may pursue any other remedy available to it. If the violation occurs prior to the Turnover Date, then in connection with the enforcement of this Article VIII, the Declarant shall have all of the rights of enforcement granted to the Association pursuant to this Declaration, including, but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this Article VIII, except that any fines shall be paid to the Association. In connection with the enforcement of this Section 2, the Association shall have the right to enter on to any Lot and make any inspection necessary to determine that the provisions of this Article VIII have been complied with. The failure of the Association to object to any improvement prior to the completion of the improvement shall not constitute a waiver of the Association's right to enforce the provisions of this Article VIII. The foregoing remedies shall be in addition to any other remedies set forth herein for violations of this Declaration. Notwithstanding anything contained within this Declaration to the contrary, the Declarant, if prior to the Turnover Date, and, the Association, if subsequent to the Turnover Date, shall have the exclusive authority to enforce the provisions of this Article VIII.

ARTICLE IX  
RULES AND REGULATIONS, DEFAULT, FINES AND SUSPENSIONS,  
NEGLIGENCE, OWNER RESPONSIBILITY

Section 1. Compliance by Owners; Initial Rules and Regulations. Every Owner shall comply with the restrictions and covenants set forth in the Rules and Regulations adopted by the Association, which may be amended, modified or added to from time to time as provided in the Bylaws.

Section 2. Default. In the event of a violation by any Owner or any tenant of any Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any assessments which shall be enforced pursuant to Article VII, Section 9) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

A. Fine the Owner or tenant as provided below and/or suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenant, guests, or invitees, or both, to use the Common Areas (but such suspension shall not impair the right of an Owner or tenant to have vehicular or pedestrian access to or from the Owner's Lot but not limited to, the right to park); and/or

B. Commence an action to enforce the performance on the part of the Owner or tenant, or such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

C. Commence an action to recover damages; and/or

D. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure plus the service charge of fifteen percent (15%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such assessment, and may take such action to collection such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above. Any such lien shall only be effective from and after the recording of a Claim of Lien in the public records of Palm Beach County, Florida.

### Section 3. Fines and Suspensions.

A. The amount of any fine shall not exceed \$100.00 per violation, or such other amount as is permitted by law. Notwithstanding the foregoing, if any violation of this Declaration or the Rules and Regulations is of a continuing nature, and if the Owner or tenant fails to cure any continuing violation within thirty (30) days after written notice of such violation, or if such violation is not capable of being cured within such thirty (30) day period, if the Owner or tenant fails to commence action reasonably necessary to cure the violation within such thirty (30) day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, in addition to the initial fine a daily fine may be imposed until the violation is cured in an amount not to exceed \$25.00 per day, unless otherwise set forth in this Declaration and to the extent permitted by law.

B. Prior to imposing any suspension or fine, the Owner or tenant shall be given written notice that the Association is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the Owner or tenant to request a hearing by written request to the Association within 14 days after the Association's notice. If the Owner or tenant desires a hearing, they must so notify the Association in writing within 14 days after the Association's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the Owner or tenant. At the hearing, the Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the Owner or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the Association's notice shall be deemed imposed.

C. Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an Owner shall be deemed an assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of assessments shall be applicable. In any event, the Association shall not have the right to impose any suspension or fine against Declarant.

D. The Board may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a committee formed by the Board.

Section 4. Negligence. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot, Residential Property or Residential Unit, or the Common Areas.

Section 5. Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in the Owner's Residential Unit, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any guest or invitee of an Owner it, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

## ARTICLE X USE RESTRICTIONS

The Properties shall not be used for certain commercial purposes as stated in Exhibit "E", attached hereto and by reference incorporated herein and as prohibited by any amendments hereto or any Supplemental Declaration. Declarant reserves the right to amend and/or file any Supplemental Declaration amending the use prohibitions. Any Supplemental Declaration or additional covenants imposed on the Property may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have the standing

and the power to enforce standards imposed by this Declaration and standards contained in any such Supplemental Declaration.

Such regulations and use restrictions shall be binding upon all Owners of Lots and occupants.

Section 1. Occupants Bound. All provisions of this Declaration, the Articles, Bylaws, Rules and Regulations, or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Master Documents pursuant hereto, and shall be responsible for all violations and losses to the Properties caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Master Documents.

Section 2. Nuisances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause the Property to appear to be in an unclean or untidy condition or that will be unsightly; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devices or tanks of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or refuse shall be permitted within the Properties.

Section 3. Hazardous Materials. Hazardous Materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All Hazardous Materials shall be stored, utilized and accounted for in accordance with all governmental requirements. Owners shall be responsible for the maintenance, clean-up, storage, handling and disposal of any Hazardous Materials on their property and any contamination therefrom. If any Owner fails to properly perform his or her maintenance responsibility, the Association shall have the right, but not the obligation, to maintain such Hazardous Materials and assess all costs incurred by the Association against the Lot and the Owner thereof as a Special Assessment. Each Owner shall indemnify and hold harmless the Declarant, its successors and assigns, and the Association, against any and all expenses, including attorney and paralegal fees and costs, reasonably incurred by or imposed upon the indemnified party as a result of the Owner's use or storage of Hazardous Materials.

Section 4. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas, if any. No odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 5. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the presence of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot.

Section 6. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by the Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations and shall be approved by the Town of Lake Park.

Section 7. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any person, other than the Association, or the Declarant unless the irrigation system receives prior approval of the Declarant. Wells shall not be permitted within the Properties, without the prior written approval of the Board.

Section 8. Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Area which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 9. Utility Lines. No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction, lines on or adjacent to the boundaries of the Property as the same exist or may be replaced and high voltage lines if required by law or for safety purposes.

Section 10. Water Bodies. All lakes, canals, ponds and streams within the Properties, if any, shall be for aesthetic amenities and drainage only and no use thereof shall be permitted. Neither the Declarant nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, ponds, or streams within the Properties.

Section 11. Landscaping. Installation and removal of landscaping and trees shall be subject to the prior approval of the Declarant if prior to the Turnover Date and by the Board if after the Turnover Date. No trees shall be removed except for diseased or dead trees without the prior approval of the Association or for safety reasons and such removal may be conditioned upon replacement of removed trees.

Section 12. Signs. No sign, billboards or advertising, freestanding or otherwise, shall be erected on any Lot, unless the placement, character, design, form, size, lighting and time of placement of such sign is first approved by the Declarant and/or the Board, whether before or after the Turnover Date. Notwithstanding the foregoing, the Declarant specifically reserves the

right for itself, its successors, nominees and assigns, and the Association to place and maintain signs in connection with construction, marketing, sales and rental of Lots and informational signs anywhere on the Property.

Section 13. Wells and Drainage. No private water system shall be constructed on any Lot except irrigation systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow.

## ARTICLE XI TURNOVER

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur on the Turnover Date.

Section 2. Procedure for Calling Turnover Meeting. No less than ten (10) days prior to the Turnover meeting as set forth in Article III, Section 2.B., the Association shall notify in writing all Class A, and Class B Members of the date of the Turnover meeting and the purpose of the Turnover meeting (which includes the election of a new Board of Directors of the Association).

Section 3. Procedures for Meetings. The Turnover meeting may utilize certain procedures set forth in the most recent revision of Robert's Rules of Order.

Section 4. Declarant's Rights. For as long as the Declarant shall own any portion of the Properties, it shall have the right to appoint all of the members of the Board.

## ARTICLE XII INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board shall use its best efforts to obtain blanket, all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum the Board shall use its best efforts to obtain an insurance policy providing fire and extended coverage. The insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board may also obtain a Board Officers and Directors errors and omissions policy with a minimum of \$1,000,000 in coverage and a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a one million dollar (\$1,000,000.00) limit for bodily injury, personal injury, and property damage from



a single occurrence, and, if reasonably available, a three million dollar (\$3,000,000.00) umbrella liability policy.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Annual Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties, the deductible shall be allocated in relation to the amount each party's liability bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for all respective benefitted parties, as further identified in Subsection B. below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of B+ or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Area shall be for the benefit of the Association, its Members, (and Mortgagees providing construction financing on the Common Area if any).

C. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

In addition to the other insurance required by this Section, the Board shall, to the extent reasonable, use its best efforts to obtain, as a Common Expense the following: worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available; a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available; and flood insurance if required. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Lot which is subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry liability insurance; and blanket all-risk casualty insurance on the structures constructed thereon meeting the same requirements as set forth in

Section 1 of this Article for insurance on the Common Area. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures thereon, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the standards of the Properties.

Section 3. Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this Section, means repairing or restoring the Properties to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the voting Members representing at least seventy-five percent (75%) of the total vote of each voting class of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgages providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Project.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or

reconstruction is made, any proceeds remaining, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, if any, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments.

### ARTICLE XIII CONDEMNATION

Whenever all or any part of the Common Area shall be taken, (or conveyed) in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any Property (which may become subject to this Declaration), by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which may become subject to this Declaration, and Voting Members representing at least seventy-five percent (75%) of the total vote of each voting class of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

### ARTICLE XIV GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of fifty (50) years from the date this Declaration is recorded. Upon the expiration of said fifty (50) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year periods hereunder shall be unlimited with this Declaration being automatically renewed and extended

upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial fifty (50) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of terminating this Declaration at the end of its then current term. Written notice of any meeting at which such proposal to terminate this Declaration is to be considered shall be required and shall set forth the fact that such proposal to terminate this Declaration is to be considered. Written notice shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of this Declaration and/or the Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contracts were meant to survive termination.

Section 2. Amendments by Members. This Declaration may be amended at any time provided that two-thirds (2/3) of all the votes cast by each class of the Members (acting through their designated representatives) represented at a duly called and held meeting (with a quorum established by the Bylaws represented) of the Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding anything above contained to the contrary, until the Turnover Date, any amendment to this Declaration shall require the Declarant's consent.

Section 3. Amendments by the Declarant. Notwithstanding anything herein to the contrary, until such time as the Turnover Date, the Declarant specifically reserves for itself the absolute and unconditional right to amend this Declaration, alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained herein or hereinafter included in any Supplemental Declaration, without the consent of the Association or any Owners.

Section 4. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and the Declarant may be assigned to any person, corporation or association, which will assume the duties of the Association or the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may nominate.

Section 5. Surface Water Management System. The Declarant has caused or will cause to be constructed within the Properties, various drainage retention/detention areas and facilities. These drainage structures are part of the overall drainage plan for CONGRESS BUSINESS PARK. The Association shall have unobstructed ingress to and egress from all retention/detention facilities at all reasonable times to maintain said facilities in a manner consistent with its responsibilities as provided herein and any rules and regulations promulgated by the Association under authority thereof. No Owner or the Declarant shall cause or permit any interference with such access and maintenance. Notwithstanding the provisions of Section 1(B) of Article IV of this Declaration, each Owner of a Lot shall be required to maintain any drainage swale or berm located on such Owner's Lot and should any Owner fail to sufficiently maintain such swale or berm, the Association shall have the authority to maintain the same and the cost of such maintenance shall be assessed against and become a debt of the said Owner and shall become immediately due and payable as provided for other assessments of the Association. No Owner shall utilize, in any way, any of the CONGRESS BUSINESS PARK drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Declarant. Further, where an Owner of a Lot is contiguous to any of the drainage facilities of CONGRESS BUSINESS PARK, the Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be as set forth in this Declaration and by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns or the Association, its successors or assigns, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages or specific performance or for a judgment for payment of money and collection thereof, and against the land and to enforce or foreclose any lien created by these covenants; and failure by the Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In connection with the said enforcement of these covenants, conditions and restrictions the prevailing party shall be entitled to its reasonable attorneys' fees and costs at the trial and all appellate levels.

Section 7. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be

declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8. Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will accommodate the consummation of the general plan of improvements and development of CONGRESS BUSINESS PARK.

Section 9. Authorized Action. All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this Declaration provide otherwise.

Section 10. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided for herein, all Common Property owned by the Association at such time shall be transferred to another association or appropriate public agency having similar purposes. If no other association or agency will accept such property then it will be conveyed to a Trustee appointed by the Circuit Court of Palm Beach County, Florida, which Trustee shall sell the Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. That portion of the Open Space or Common Property consisting of the Surface Water Management System cannot be altered, changed or sold separate from the lands it serves. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Property. The excess of proceeds, if any, from Common Property shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in the Common Expenses.

Section 11. Execution of Documents. The Plan for the development of the Properties may require from time to time the execution of certain documents required by governmental authorities to facilitate the provisions thereof. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized representative may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds to portions of the Properties, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 12. Prohibited Action. Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 13. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

Section 15. Laws of Florida; Exclusive Venue. The provisions of this Declaration shall be construed and subject to the laws of the State of Florida, and exclusive venue for any action arising from or out of this Declaration and the Master Documents shall lie in Palm Beach County, Florida.

Section 16. Waivers, Exceptions and Variances by Declarant and Association. Notwithstanding anything to the contrary set forth herein or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but the Declarant shall have absolutely no obligation) to: (i) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the restrictions specified in this Declaration in the Declarant's sole discretion, which waivers may be granted with respect to the Declarant or any principal or affiliate of Declarant; and any Lots owned by Declarant or any principal or affiliate of Declarant; (ii) grant waivers of, exceptions to, or variances from, the restrictions specified in this Declaration where in the Declarant's good faith judgment and discretion, such deviation, violation or infraction is de minimus, minor or insignificant or where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance set forth in subparagraph (ii) above, shall not result in, represent, be or constitute a significant deviation of or derogation from (a) the uniform plan of development for the Property, (b) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (c) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until the Turnover Date. Following the Turnover Date, the right and privilege of the Declarant to grant waivers, exceptions and variances, as set forth in subparagraph (ii) above, shall be delegated and assigned by the Declarant to and thereafter vest in the Board of the Association. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for

the granting of such or any similar waiver, exception or variance in any other particular instance or to any other particular Lot.

Section 17. Access. If ingress or egress to and from any Lot is through any Common Areas, any conveyance or encumbrance of such Common Areas shall be subject to an easement for ingress and egress in favor of the Lot.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration as of August \_\_, 2014.

Signed and sealed in the presence of the following witnesses:

CONGRESS DEVELOPMENT COMPANY,  
a Florida corporation

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

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

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

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2014, by \_\_\_\_\_ as \_\_\_\_\_ of CONGRESS DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Type or Printed Name of Notary  
My Commission Expires:



**CONSENT OF LAND OWNER**

CONGRESS AVENUE PROPERTIES, LTD., a Florida limited partnership ("CAP"), is the current record title owner of the Property under contract to be purchased by the Declarant pursuant to that certain Contract for Purchase and Sale dated September 10, 2013 ("Contract"), does hereby consent to the recording of the foregoing Declaration of Covenants, Conditions and Restrictions for Congress Business Park ("Declaration") and acknowledges that the terms thereof shall be binding upon it successors and assigns.

CAP makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provision, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Congress Business Park (the "Development") and does not assume and shall not be responsible for any of the obligations or liabilities contained in the Declaration, or other documents used in connection with the promotion of the Development. None of the representations contained in the Declaration, or other documents shall be deemed to have been made by CAP, nor shall they be construed to create any obligations on CAP to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of CAP as set forth in the Contract or in the Declaration, as amended.

**IN WITNESS WHEREOF**, CAP has caused this Consent of Land Owner to be executed this \_\_\_\_\_ day of August, 2014.

Signed and sealed in the presence of the following witnesses:

CONGRESS AVENUE PROPERTIES, LTD.,  
a Florida limited partnership

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

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

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

STATE OF FLORIDA        )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2014, by \_\_\_\_\_ as \_\_\_\_\_ of CONGRESS AVENUE PROPERTIES, LTD., a Florida limited partnership, on behalf of the partnership, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Type or Printed Name of Notary  
My Commission Expires:

**EXHIBIT "A"**

**PROPERTY**

Tracts A, B, D, E, F, G and H of the Congress Business Park Plat according to the Plat thereof, recorded in Plat Book \_\_\_\_, Page \_\_\_\_ of the public records of Palm Beach County, Florida.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION**

**OF**

**CONGRESS BUSINESS PARK ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the corporation will be CONGRESS BUSINESS PARK ASSOCIATION, INC. (the "Association").

**ARTICLE II**

**PRINCIPAL OFFICE AND MAILING ADDRESS**

The address of the principal office and mailing address of the Association will be 4500 PGA Blvd. Suite 207, Palm Beach Gardens, Florida 33418.

**ARTICLE III**

**PURPOSES AND POWERS**

The objects and purposes of the Association are those expressed in the Declaration of Covenants, Conditions and Restrictions of CONGRESS BUSINESS PARK recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration").

Capitalized terms not defined in these Articles have the meanings given to them in the Declaration.

The Association will have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration. The Association will also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership, including, without limitation, to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Declarant) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

ARTICLE IV  
CORPORATE EXISTENCE AND DISSOLUTION

The existence of the Association will commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association will exist in perpetuity.

ARTICLE V  
MEMBERS

Section 1. Membership. The Declarant and every person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot that is subject by covenants of record to assessment by the Association shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership, Class A Members and the Class B Member, which is the Declarant, as more particularly described in the Declaration.

Section 3. General Matters. When reference regarding voting is made herein, or in the Declaration, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of the Members, such reference will be deemed to be a reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE VI  
BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association will be administered by a Board of Directors, which will consist of not less than three (3) persons and which shall always be an odd number, but as many persons as may be determined from time to time as provided in the Bylaws.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who will hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, will be as follows:

<u>Name</u>	<u>Address</u>
Diane Stephanos, President	c/o 4500 PGA Blvd., Suite 207 Palm Beach Gardens, Fl. 33418
Phillip Brandt, Vice President	c/o 4500 PGA Blvd., Suite 207 Palm Beach Gardens, Fl. 33418

Judith Galui, Secretary/Treasurer

c/o 4500 PGA Blvd., Suite 207  
Palm Beach Gardens, Fl. 33418

ARTICLE VII  
AMENDMENTS

Section 1. Prior to the Turnover Date, the Declarant's appointed Board of Directors alone will have the power in its sole and absolute discretion to amend these Articles. On and after the Turnover Date, amendments to these Articles of Incorporation will require the affirmative vote of Members casting at least sixty-seven percent (67%) of the total votes of the Members.

ARTICLE VIII  
INCORPORATOR

The name and address of the incorporator of this corporation is:

Jack B. Owen, Jr., Esq.

Address  
4500 PGA Boulevard, Suite 200  
Palm Beach Gardens, Florida 33418

ARTICLE IX  
INDEMNIFICATION

Section 1. The Association will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a director, employee, officer or agent of the Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or that he/she acted in a manner he/she believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he/she believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he/she will be indemnified

against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him/her in connection therewith.

Section 3. The indemnification provided by this Article will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, both as to action in his/her official capacity while holding such office or otherwise, and will continue as to a person who has ceased to be director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such person.

Section 4. The Association will have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance will cover any liability asserted against him/her which is enumerated in the policy and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

ARTICLE X  
DESIGNATION OF REGISTERED AGENT

Until changed, Phillip Brandt, will be the registered agent of the Association and the registered office will be at 4500 PGA Boulevard, Suite 207, Palm Beach Gardens, Florida 33418.

ARTICLE XI  
MISCELLANEOUS

Section 1. In the event of any conflict between these Articles of Incorporation and the Bylaws, these Articles will control, and in the event of any conflict between these Articles of Incorporation and the Declaration, the Declaration will control.

Section 2. The Association is not organized for profit, and no part of the net earnings, if any, will inure to the benefit of any Member, person or entity.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set his hand this \_\_\_\_ day of August, 2014.

\_\_\_\_\_  
Jack B. Owen, Jr.

**ACCEPTANCE  
OF  
REGISTERED AGENT**

Having been named as registered agent to accept service of process for CONGRESS BUSINESS PARK ASSOCIATION, INC., at the location designated herein, I hereby consent to and accept the appointment to act in this capacity, acknowledge that I am familiar with and accept the obligations of a registered agent and agree to comply with the laws of Florida applicable thereto.

By: \_\_\_\_\_  
Phillip Brandt (Registered Agent)

**EXHIBIT "C"**

**BYLAWS OF  
CONGRESS BUSINESS PARK ASSOCIATION, INC.,  
a Florida Not For Profit Corporation**

**ARTICLE I - NAME AND LOCATION**

The name of the corporation is the CONGRESS BUSINESS PARK ASSOCIATION, INC. (the "Association"). The initial principal office of the Association shall be located at 4500 PGA Boulevard, Suite 207 Palm Beach Gardens, Florida 33418, but the meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Association's Board of Directors.

**ARTICLE II - DEFINITIONS**

The terms and definitions used herein are further defined and clarified in the Declaration of Covenants, Conditions and Restrictions of CONGRESS BUSINESS PARK (the "Declaration"), as recorded in the Public Records of Palm Beach County, Florida at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_. For purposes of these Bylaws certain terms are defined as follows:

**SECTION 1.** "Articles" shall mean the Articles of Incorporation of CONGRESS BUSINESS PARK ASSOCIATION, INC.

**SECTION 2.** "Association" shall mean and refer to the CONGRESS BUSINESS PARK ASSOCIATION, INC., a Florida Not for Profit corporation, and its successors and assigns.

**SECTION 3.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, as hereinafter defined, which is a part of the Properties.

**SECTION 4.** "Properties" or "Property" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**SECTION 5.** "Common Area" shall mean all real property owned by the Association, in fee simple, by virtue of dedication to the Association, or otherwise, for the common use and enjoyment of the Owners.

**SECTION 6.** "Lot" shall mean any Lot as defined in the Declaration. Each Lot is subject to assessment and ownership of a Lot entitles each owner to voting rights as hereinafter defined.



**SECTION 7.** "Declarant" shall mean and refer to CONGRESS DEVELOPMENT COMPANY, a Florida corporation, its predecessors in title, successors and assigns.

**SECTION 8.** "Member" or "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**SECTION 9.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of CONGRESS BUSINESS PARK recorded in the Public Records of Palm Beach County, Florida.

**SECTION 10.** "CONGRESS BUSINESS PARK" shall mean the overall commercial subdivision on file with Palm Beach County, Florida.

### **ARTICLE III - MEMBERS**

**SECTION 1.** The qualifications of members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles. All record owners of Lots shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

**SECTION 2. Membership Roster.** The Association shall maintain a membership roster at the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of the Association of any change of address of the Member or any change of ownership of the Member's Lot. Each Owner shall comply with any requests by the Association to furnish it with information about or evidence of the record ownership of the Lot. The Association shall not be responsible for making any changes to the roster until notified of such change in writing.

#### **SECTION 3. Voting Rights.**

(a) Determining the Voting Member. The record ownership of each Lot shall be established by reference to the membership roster for purposes of determining the "Voting Member" with respect to that Lot. When a Lot is owned by more than one person, the Voting Member shall be designated by a certificate signed by all record Owners and filed with the Association, except that when a Lot is owned by a husband and wife (and no other person) they may elect to either file a certificate in the foregoing fashion or to be governed by the provisions set forth below. When a Lot is owned by a corporation, partnership, limited partnership, limited liability company, or trust, the Voting Member shall be designated by a certificate filed with the Association and signed by the corporation's president or vice president, all the partnership's partners, all the limited partnership's general partners, the manager or members of the limited liability company, or all the trustees, as the case may be. The Voting Member need not be an Owner, nor one of the joint owners or officers, directors, partners, members, or trustees of an Owner. Each duly executed and filed certificate designating the Voting Member shall be valid until the record Owner of the Lot files a written certificate or other notice revoking or amending the prior certificate or appearing in person at a meeting and revoking the proxy or certificate.

(b) Failure to File Certificate.

(i) Owners who are required to file but fail to file a certificate as provided herein shall not be considered Voting Members for purposes of determining whether a quorum exists at membership meetings and shall not be permitted to vote at meetings on any issue.

(ii) If a husband and wife who own a Lot have elected not to file a certificate designating one of them as a Voting Member, the presence (in person or by proxy) of either or both of them at a membership meeting shall be considered the presence of one Voting Member for purposes of determining whether a quorum exists at the meeting. If a husband and wife have failed to file a certificate designating one of them as the Voting Member and only one of them is present at a membership meeting (in person or by proxy) the vote of the spouse present shall be considered the vote of a Voting Member. If both of them are present (in person or by proxy) the vote of either or both them on any given issue voted upon at that meeting shall be considered the vote of single Voting Member unless they are unable to concur in how to vote on the issue, in which latter case they shall lose their right to vote on said issue at that meeting.

**SECTION 4. Voting by Proxy.** Voting Members may cast their votes in person or by a limited proxy relating to a specific issue or issues at a specific membership meeting. Owners may not vote by general proxy. Limited and general proxies may be used to establish a quorum. A Voting Member's proxy shall be valid only for the particular meeting specified in writing, signed by the Voting Member giving it, and filed with the Association's secretary or designee before the scheduled time of the meeting to which it relates. Unless the proxy specifically indicates on its face that it is a proxy to vote only a particular issue or question at the meeting, it shall entitle the holder to vote for the Voting Member on any issue that is properly published in the agenda before the meeting. Holders of proxies need not be Owners. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure and in the sole discretion of the Owner. Proxies shall be automatically terminated upon conveyance by the Member of his or her Lot. Proxies may not be used for election of members of the Board of Directors.

## **ARTICLE IV - MEETING OF MEMBERS**

**SECTION 1. Place of Meeting.** All meetings of the Association membership shall be held on the Properties or at another suitable place in Palm Beach County, Florida, determined by the Board of Directors. Any notice of a membership meeting shall clearly indicate the place where it is to be held.

**SECTION 2. Time.** Every membership meeting shall be scheduled on a date and at a time determined by the Board of Directors.

**SECTION 3. Annual Meetings.** The first annual meeting of the members shall be held within one (1) year from the date turnover is completed to the Association, as provided for in the Articles and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. unless a different time or

date is established by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**SECTION 4. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the vote of the Class A membership.

**SECTION 5. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. No business shall be conducted at any special meeting (except one of which no notice is required) other than the business identified in the notice of the special meeting.

**SECTION 6. Attendance at Meetings.** Any person entitled to cast the votes of a Member, and in the event that any Lot is owned by more than one person, all co-owners of a Lot, may attend any meeting of the Members. Any person not expressly authorized to attend the meeting of the members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

**SECTION 7. Organization.** At each meeting of the Members, the President, or in his/her absence, the Vice President, shall act as chairman of the meeting. The Secretary, or in his/her absence, any person appointed by the chairman of the meeting, shall act as Secretary of the meeting. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members or their authorized representatives, and the members of the Board of Directors, at any reasonable time.

**SECTION 8. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 51% of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented. No notice of the rescheduled meeting need be given other than an announcement at the original meeting and a conspicuous posting of a notice of the first rescheduled meeting on the Property.

**SECTION 9. Vote Required to Decide Issues.** With the exception of the election of directors, the majority of the voting Members who are present in person or by a limited proxy at a membership meeting and are entitled to vote at the meeting shall decide any question brought before the meeting for a vote, unless the question is one in which a different vote is required by the Articles or the Declaration. If some lessor or greater percentage of voting interest is required

herein or in the Declaration or Articles, it shall mean such lesser or greater percentage of the votes of the Voting Members and not of the Owners themselves.

**SECTION 10. Written Consent in Lieu of a Meeting.** Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by the approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to the Secretary or any other officer of the Association. Such written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and it delivered in the manner required by these Bylaws. Any written consent may be revoked in writing, delivered prior to the date that the Association receives the required number of consents to authorize the proposed action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

#### **ARTICLE V - BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

**SECTION 1. Number.** The affairs of this Association shall be managed by a Board of Directors of a minimum of three (3) Directors and a maximum of seven (7) Directors, who need not be members of the Association. The number of directors shall always consist of an odd number.

**SECTION 2. Term of Office.** At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

**SECTION 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor. No Director shall continue to serve on the Board of Directors if, during the term of his or her office, his or her membership in the Association has been terminated for any reason.

**SECTION 4. Compensation.** No Director shall receive compensation for any service he or she may render to the Association as a director. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**SECTION 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action required or permitted to be taken at a Board of Director's meeting without a

meeting if the action is taken by all the members of the Board of Directors. The action must be evidenced by one or more written consents describing the action taken and signed by each Director. The action taken pursuant to this Section is effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section has the effect of meeting vote and may be described as such in any document.

## **ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS**

**SECTION 1. Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members and non-members.

**SECTION 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members in respect to each vacancy, shall vote in person at a meeting or by a ballot that the Voting Member personally casts, as many votes as the Voting Member is to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII - MEETING OF DIRECTORS**

**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Meetings of the Board of Directors shall be open to all Owners, and notices of meetings shall be posted in a conspicuous place on the Association's property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessment against Lots are to be established shall specifically contain a statement that assessment shall be considered and a statement of the nature of such assessments. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival of the meeting, any objection to the transaction of affairs because the meeting was not lawfully called or convened.

**SECTION 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

**SECTION 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**ARTICLE VIII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. Powers.** The Board of Directors shall have power to:

A. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved for the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

F. to borrow money and mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

G. to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

H. to employ personnel to perform the services required for proper administration of the Association;

I. To maintain bank accounts on behalf of the Association and designate signatories required on the accounts;

J. to establish reasonable rules and regulations for the use of the Common Areas.

H. protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and

I. mortgage or encumber Common Areas as set forth in the Declaration, and assign such assessments or portions thereof to Owners.

## **ARTICLE IX - OFFICERS AND THEIR DUTIES**

**SECTION 1. Enumeration of Offices.** The officers of this Association shall be President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**SECTION 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**SECTION 3. Term.** The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**SECTION 4. Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

**SECTION 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**SECTION 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. After the sale of all lots, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

**SECTION 8. Duties.** The duties of the officers are as follows:

A. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and

promissory notes. The President shall be the chief executive officer of the Association, vested with all the powers and duties that are usually vested in the office of the President of an Association.

B. VICE PRESIDENT: The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

C. SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board of Directors.

D. TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

#### **ARTICLE X - BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. The Association may bring an action at law against the Owner or owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added. No Owner may waive or otherwise escape liability for any assessment by nonuse of the Common Area or abandonment of their Lot.

#### **ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: CONGRESS BUSINESS PARK ASSOCIATION, INC., a Florida corporation not for profit.



### **ARTICLE XIII - AMENDMENTS**

**SECTION 1.** These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, the Declarant shall have a right to veto amendments to these Bylaws while there is a Class B Membership in existence.

**SECTION 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration, the Articles and these Bylaws, the Declaration shall control.

### **ARTICLE XIV - FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. The Association shall maintain accounting records for each property it maintains. The records shall be open for inspection by Owners or their authorized representatives between the hours of 9:00 a.m. and 5:00 p.m. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each Lot designating the name and current address of the Lot Owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

B. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited, to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of Common Areas, landscaping, streets and walkways, office expenses, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each Member as more fully provided in the Declaration. Delivery of a copy of any budget to each Member shall not affect the liability of any Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.

D. At the Board's election, an audit of the accounts of the Association may be made by an accountant.

E. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for Common Expenses. The premiums on such bonds shall be paid by the Association.

## **ARTICLE XV - PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) may be used to govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

## **ARTICLE XVI - MISCELLANEOUS**

**SECTION 1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

**SECTION 2. Notices.** Whenever notices are required to be sent or delivered pursuant to these Bylaws to an Owner, the notice will be mailed to the Owner at the address the Association has in its Membership roster. Notices to the Association shall be delivered by mail to the Secretary or the President of the Association at the place of business for the Association or such other address designated by the Association. Any party may change their mailing address by written notice to the other party. Whenever notices are required to be given under the provisions of the Articles, the Declaration or these Bylaws, a written waiver of notice signed by the person or persons entitled to such notice shall be deemed the equivalent of notice. Notice from the Association shall be deemed delivered when: (i) personally delivered to the Owner; or (ii) upon depositing in United States mail with postage prepaid and addressed to the place of residence for the Owner listed in the Membership roster. Notice to the Association shall be deemed delivered only upon actual receipt by the Secretary or President.

**SECTION 3. Partial and Validity.** If any of these provisions of these Bylaws shall be or become enforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

**SECTION 4. Non-Waiver.** No requirement or right contained in these Bylaws shall be deemed to have been waived by the Association's failure to enforce such requirement or right.

**SECTION 5. Gender and Plurality.** Wherever the context so requires, the use of a masculine gender shall be deemed to include all genders, and the use of a singular gender shall include the plural, and the use of the plural shall include the singular.

**SECTION 6. Captions.** The captions used in these Bylaws are solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows the caption.

**CERTIFICATION**

I, the undersigned, hereby certify:

THAT I am the duly elected and acting Secretary of the CONGRESS BUSINESS PARK ASSOCIATION, INC., a Florida not for profit corporation; and

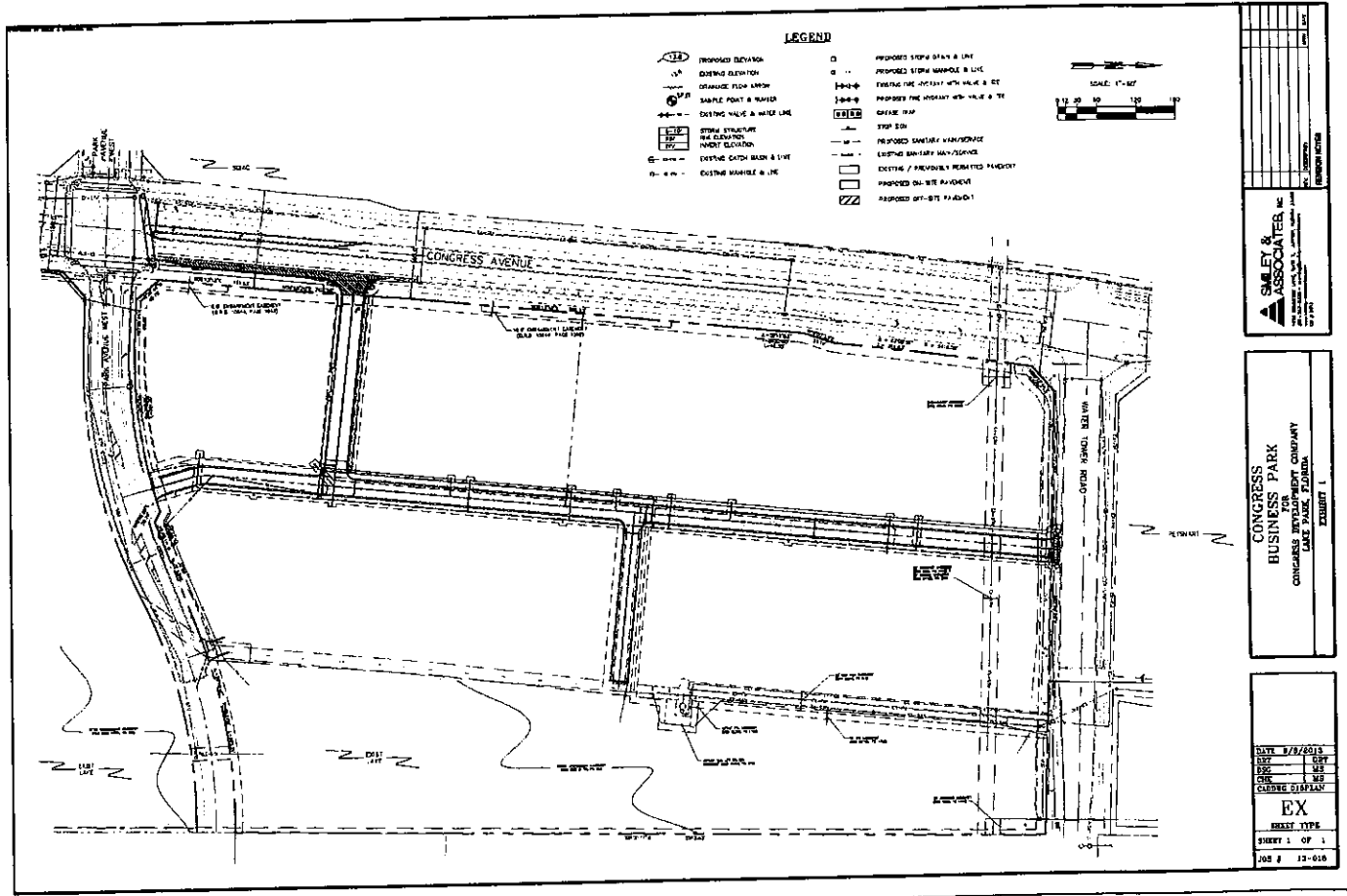
THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board of Directors.

IN WITNESS WHEREOF, I have here unto subscribed my name and affix the seal of the Association this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

# EXHIBIT "D"

## PLAN



**EXHIBIT "E"**

**PROPERTY USE LIMITATIONS**

Planned Unit Development conditions of Lake Park pursuant to Ordinance No. 16-06-14

**RESTRICTIONS ON DEVELOPMENT:**

- a. Except for Tract F, a retail food store; the term "retail food store" shall include, without limitation a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store. and any store where more than 50 food items are sold for off-premises consumption. A "retail food store" shall not include: a delicatessen; a gas station convenience store; a store selling prepared foods for off premises consumption; any restaurant sandwich shop or lunch room wherein prepared food (or sliced meats, cheeses and the like) is sold for on-premises consumption or for "take-out" consumption; a specialty food store such as a coffee shop, donut shop, bagel shop, candy store, ice cream or frozen yogurt shop; a smoothie or frozen drink store (such as Jamba Juice). Notwithstanding the above, a Family Dollar or prototypical drug store shall be permitted; provided that any such permitted operator shall not utilize more than 1,000 square feet of its floor area (excluding aisles) for the sale of food products; and provided further that such operator shall not have more than 3 cooler doors and 2 freezer doors for the sale of food products; does not sell any fresh produce or fresh meat (poultry, beef, pork, fish, etc.). The foregoing restriction shall expire if (i) Buyer has not opened an retail food store on the Property within 5 years after the Closing Date, and (ii) if Buyer sells the Property to a non-affiliated third party who does not use the Property as a retail food store, provided that any such new owner shall have a period of 1 year after its purchase in which to open as a retail food store;
- b. a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation;
- c. adult book store;
- d. bingo parlor;
- e. a school, academy or learning center having more than twenty students at any one time, excluding preschool and senior day care facilities which may be in the Development, but not within 100 feet of the Property;
- f. a video game parlor or amusement arcade (a Gamestop, or the like is not restricted);
- g. a business which would emit or produce noxious fumes or gases or loud noises that can be heard outside the applicable premises, other than inadvertently, except for an auto/tire service center or a retail outlet for motor fuels is allowed;

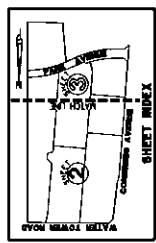
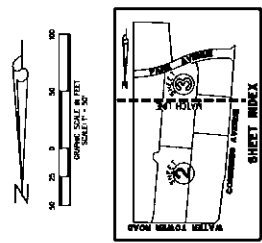
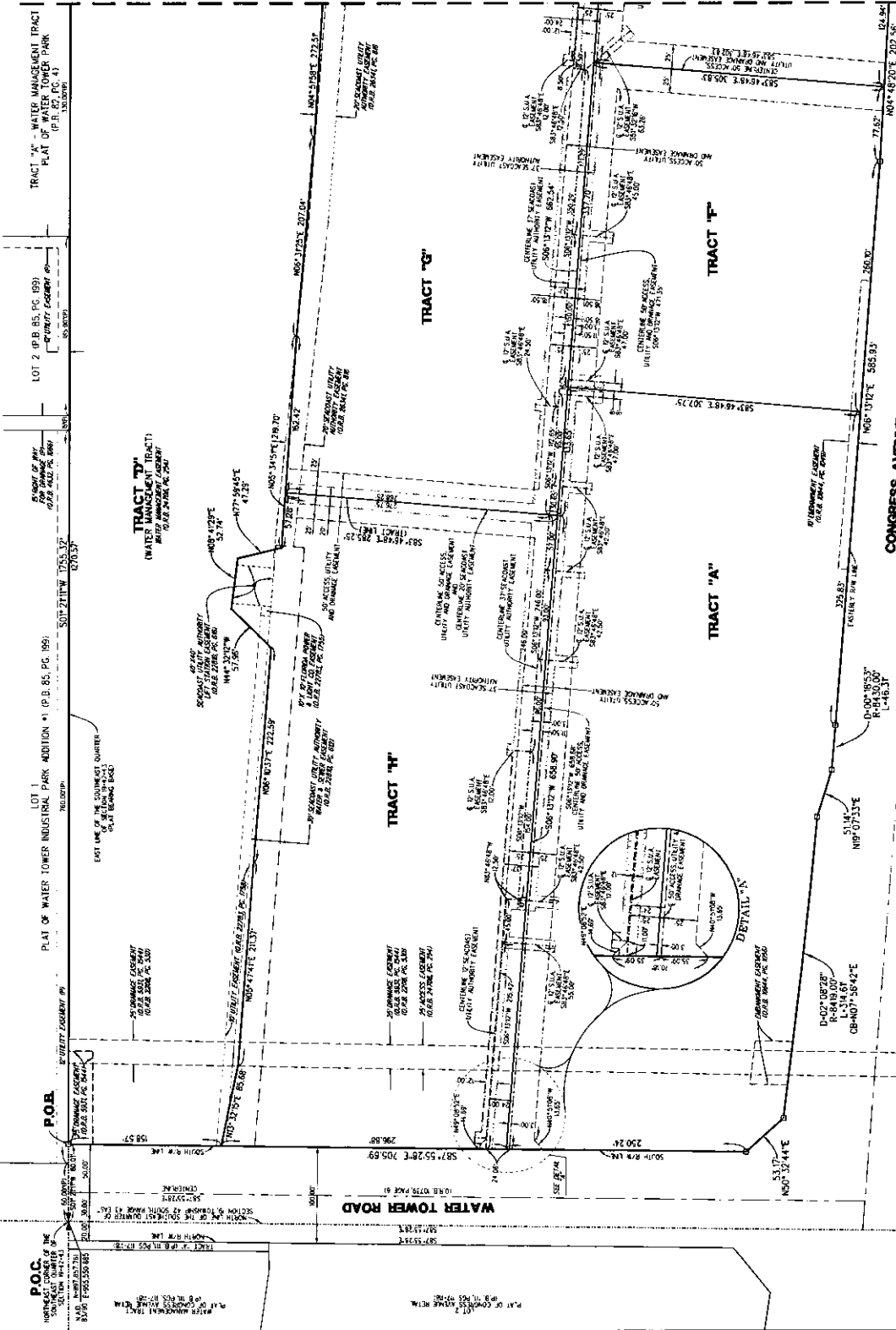
- h. an assembly or manufacturing operation larger than 8,000 square feet;
- i. a distillation, refining, smelting, industrial, agricultural, drilling or mining operation;
- j. a junk yard, stock yard or animal raising operation (a pet store supply that sells animals is not restricted);
- k. a dump or disposal, or any operation for the incineration or reduction of garbage or refuse;
- l. a mortuary;
- m. an establishment selling or exhibiting pornographic materials, except for incidental sales in a gas station convenience store;
- n. a nightclub, discotheque or dance hall;
- o. a lot for the sale of used motor vehicles;
- p. a pool or billiard hall;
- q. a store dedicated primarily for the sale of tobacco products, unless operated as an upscale cigar shop;
- r. a medical facility of any kind including, but not limited to, any kidney dialysis treatment center, abortion clinic, Planned Parenthood, and any addiction treatment centers, except general medical, dental or orthodontic offices will be allowed;
- s. any thrift store such as a Goodwill or Salvation Army; and
- t. no neon signs.
- u. any non-retail establishment that abuts/fronts on Congress Avenue.
- v. a retail outlet for motor fuels or a convenience store

The foregoing restrictions in subparts (a), (b), (o), (u) and (v) above shall not apply to Tract B.



# CONGRESS BUSINESS PARK, A P.U.D.

BEING A PORTION OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 43 EAST,  
TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA  
AUGUST 2014  
SHEET 2 OF 3



MATCH LINE - SEE SHEET 3

- ABBREVIATIONS:**
- U - UTILITY
  - W - WATER
  - S - SANITARY
  - G - GAS
  - E - ELEC. LINE
  - C - CABLE
  - D - DRAINAGE
  - F - FENCE
  - L - LANDSCAPE
  - P - PAVEMENT
  - R - ROAD
  - S - SIDEWALK
  - T - TRAIL
  - W - WATER
  - S - SANITARY
  - G - GAS
  - E - ELEC. LINE
  - C - CABLE
  - D - DRAINAGE
  - F - FENCE
  - L - LANDSCAPE
  - P - PAVEMENT
  - R - ROAD
  - S - SIDEWALK
  - T - TRAIL

- LEGEND:**
- ① - EXISTING UTILITY
  - ② - PROPOSED UTILITY
  - ③ - EXISTING EASEMENT
  - ④ - PROPOSED EASEMENT
  - ⑤ - EXISTING SETBACK
  - ⑥ - PROPOSED SETBACK
  - ⑦ - EXISTING PROPERTY LINE
  - ⑧ - PROPOSED PROPERTY LINE
  - ⑨ - EXISTING CURB
  - ⑩ - PROPOSED CURB
  - ⑪ - EXISTING SIDEWALK
  - ⑫ - PROPOSED SIDEWALK
  - ⑬ - EXISTING TRAIL
  - ⑭ - PROPOSED TRAIL
  - ⑮ - EXISTING FENCE
  - ⑯ - PROPOSED FENCE
  - ⑰ - EXISTING LANDSCAPE
  - ⑱ - PROPOSED LANDSCAPE
  - ⑲ - EXISTING PAVEMENT
  - ⑳ - PROPOSED PAVEMENT
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  - ㊽ - PROPOSED SIDEWALK
  - ㊾ - EXISTING TRAIL
  - ㊿ - PROPOSED TRAIL

**LIDBERG LAND SURVEYING, INC.**

L144001

525 N.W. 10th Street, Suite 200  
Fort Lauderdale, FL 33304  
Phone: 754.562.5252 Fax: 754.562.5252

DATE	DESCRIPTION	BY	CHK
08/14/14	ISSUE FOR PERMIT	JL	MS
08/14/14	ISSUE FOR PERMIT	JL	MS
08/14/14	ISSUE FOR PERMIT	JL	MS
08/14/14	ISSUE FOR PERMIT	JL	MS
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08/14/14	ISSUE FOR PERMIT	JL	MS
08/14/14	ISSUE FOR PERMIT	JL	MS
08/14/14	ISSUE FOR PERMIT	JL	MS





# **Ordinance on Second Reading**

# TAB 7



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** December 3, 2014

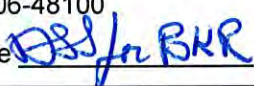
**Agenda Item No.** 7

**Agenda Title: Amending the Town's Library Board Meeting Schedule**

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

**Approved by Town Manager**  **Date:** 11/20/14

**Karen Mahnk, Library Director**

<b>Originating Department:</b>  <p style="text-align: center;"><b>Library</b></p>	<b>Costs: \$ 161.68</b> Funding Source: Advertisement Acct. # 106-48100 <input type="checkbox"/> Finance <u></u>	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Ordinance</li> <li>• Public Notice</li> </ul>
<b>Advertised:</b> Date: <u>11/23/14</u> Paper: <u>PBPost</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>UM</u> <b>Please initial one.</b>

**Summary Explanation/Background:** The schedule for when the Town's Library Board meets is established within Town Code Section 2-158. The Code mandates that the Library Board shall hold at least one regular meeting per month.

The Library Board acts in an advisory capacity to the Town Commission and represent the citizens of the Town. In an effort to accommodate the schedules of Board members, the Board had previously changed meeting frequency from every other month to every month. However, the monthly schedule is no longer practical for current Board members. Staff has reviewed the Code recommended that the Commission modify the requirement for the Library Board to hold one meeting per calendar year as well as on an on-demand basis instead of forcing the Board to meet on a monthly basis.

At the November 19, 2014 Town Commission meeting the Commission amended the presented Ordinance such that the Library Board shall hold at least two meetings per calendar year.

**Recommended Motion:** I move to adopt Ordinance 15-2014.

**ORDINANCE NO. 15-2014**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE TOWN CODE ENTITLED "LIBRARY BOARD"; PROVIDING FOR THE AMENDMENT OF SECTION 2-158, PERTAINING TO THE LIBRARY BOARD'S MONTHLY MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2, Article IV, Division 2 of the Town Code established a Library Board; and

**WHEREAS**, Section 2-158 established a monthly meeting schedule for the Library Board; and

**WHEREAS**, the staff has recommended to the Town Commission the amendment of Sections 2-158 to change the Library Board's meeting schedule; and

**WHEREAS**, the Town Commission deems it in the best interests of the Town to amend said Section 2-158 in accordance with the staff's recommendation.

**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 the findings of the Town Commission.

**Section 2.** Chapter 2, Article IV, Division 2, Section 2-158 of the Town Code is hereby amended to read as follows: In the performance of its duties set forth in this article, the library board shall hold at least two meetings per calendar year. The Board may also hold meetings on an as-needed basis.

**Section 3. Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

**Section 4. Repeal of laws in conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 5. Codification.** The provision of this Ordinance shall become and be made a part of the Town Code for the Town of Lake Park.

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

**LEGAL NOTICE OF PROPOSED ORDINANCE  
TOWN OF LAKE PARK**

Please take notice that on Wednesday, December 3, 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 Ordinance on second reading and proposed adoption thereof:

**ORDINANCE NO. 15-2014**

**AN ORDINANCE OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA AMENDING  
CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE  
TOWN CODE ENTITLED "LIBRARY BOARD";  
PROVIDING FOR THE AMENDMENT OF SECTION  
2-158, PERTAINING TO THE LIBRARY BOARD'S  
MONTHLY MEETING SCHEDULE; 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  
November 23, 2014

**RECEIPT**

**LEGAL NOTICE OF  
PROPOSED ORDINANCE  
TOWN OF LAKE PARK**

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**ORDINANCE NO. 15-2014**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2 OF THE TOWN CODE ENTITLED "LIBRARY BOARD"; PROVIDING FOR THE AMENDMENT OF SECTION 2-158, PERTAINING TO THE LIBRARY BOARD'S MONTHLY MEETING SCHEDULE; 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  
11-23/2014 #336202



**RECEIPT**

Account: G3573  
Name: TOWN OF LAKE PARK  
Address: 535 PARK AVE  
LAKE PARK FL 33403-2603

Phone: 561-881-3300  
E-mail: VMENDEZ@LAKEPARKFLORIDA.GOV

---

Order Name: LEGAL NOTICE  
Order Id: 336202  
Original Order Id:  
Copy Line: LEGAL NOTICE OF PROPOSED ORDINANCE TOWN  
Sales Rep: PB116 R Hindmarch (P)  
Purchase Order: ORDINANCE 15-2014  
Pay Type: Billed  
Account Group:  
Caller: VIVIAN MENDEZ  
Section: 6205 Legal Notices  
Reply Request:  
Tear Sheets: 0

**Order Summary**  
Base: \$161.68  
Other Charges: \$0.00  
Discounts: \$0.00  
Agency Commission: \$0.00  
Sales Tax: \$0.00  

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Total Order \$161.68

**Payment Summary**  
*No payment information available.*

# **New Business**

# TAB 8



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: December 3, 2014

Agenda Item No. 8

**Agenda Title: Approving a Revised Dockage Agreement for the Lake Park Harbor Marina.**

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 11/12/14

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

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Manager</b></p>	Costs: N/A Funding Source: <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Revised Agreement
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>DSS</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

We have a few housekeeping modifications that need to be made to the Dockage Agreement for the Lake Park Harbor Marina as well as one substantive modification. The substantive modification deals with insurance requirements for vessels docked at the Marina. We are discovering that the private vessels find the \$1,000,000.00 liability insurance requirement to be rather expensive. In order to attract more tenants, we believe it would be acceptable to lower the liability insurance requirements for private vessels to \$500,000.00 while keeping the \$1,000,000.00 limit for commercial vessels. All of the recommended modifications to the Agreement can be found in red type.

**Recommended Motion:** I move to authorize the modification to the Lake Park Harbor Marina Dockage Agreement dated December 3, 2014.

# LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

## 1. TENANT:

Owner Name(s): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency (Name): \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Vessel Name: \_\_\_\_\_ Make: \_\_\_\_\_ Year: \_\_\_\_\_

Registration/Documentation No. \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

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

Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp Date \_\_\_\_\_

Agent Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

## 4. DOCKAGE TERM:

Monthly \_\_\_ Annual \_\_\_ Lease Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

**Vessel Use:**    **Personal** \_\_\_                      **Commercial** \_\_\_

## 5. MARINA CHARGES:

**DO NOT WRITE BELOW THIS LINE**

-----  
Dockage charges: \$ \_\_\_\_\_ Sales tax: \$ \_\_\_\_\_

Utility fee: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Visa MC Amex

**Electronic Entry Card No(s):** \_\_\_\_\_ **Deposit: \$25.00 (each)**

**Parking Pass No.:** \_\_\_\_\_ **Parking Pass No.:** \_\_\_\_\_

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

-----

## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

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

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

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

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

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

## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

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

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

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

17) Living aboard the Vessel is strictly prohibited.

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

## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

20) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of **\$500,000.00 for Personal use vessels and \$1,000,000.00 Commercial use vessels**, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all times be primary, regardless of whether or not the Town has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. PRIOR TO EXECUTION OF THE AGREEMENT, THE TENANT SHALL PROVIDE THE TOWN'S MARINA DIRECTOR WITH A COPY OF THE INSURANCE CERTIFICATE EVIDENCE THAT THE TENANT MAINTAINS COVERAGE IN THE AMOUNTS SPECIFIED AND REQUIRED HEREIN. THE CERTIFICATE SHALL INDICATE THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED. NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE CERTIFICATE, THE TENANT SHALL PROVIDE TO THE MARINA DIRECTOR EVIDENCE OF RENEWAL, OR A NEW CERTIFICATE EVIDENCING COVERAGE AND INCLUDING THE TOWN AS AN ADDITIONAL INSURED. TENANT SHALL PROVIDE THE MARINA DIRECTOR ANY AMENDMENTS TO ANY CERTIFICATE OF INSURANCE OR NOTICE OF CANCELLATION OF COVERAGE.

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

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

23) The Marina shall have a lien against the above described vessel, her appurtenances and contents, for unpaid sums due under this agreement and for use of dock facilities or services, or damage caused or contributed to or by above vessel or by tenant, or his agents, employees and guests, to any dock and property or person of the marina, its employees and agents. Marina shall have a right to all remedies available to Marina, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against vessel as described under the



## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure. Tenant further consents to appointment of Marina as substitute custodian in any proceeding commenced by Marina hereunder in the U.S. District Court and agrees to pay Marina for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

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

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

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

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

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

## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

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

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

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

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

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

## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

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

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

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

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

39) The Town through the Marina Director may require the Tenant to relocate the Tenant’s vessel(s) to an alternate slip location for special events with thirty (30) days advance notification specifying the approximate dates for relocating the vessels(s).

## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

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

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

TOWN OF LAKE PARK

TENANT

By: \_\_\_\_\_  
Marina Director

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

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

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

# TAB 9



# Town of Lake Park Town Commission

## Agenda Request Form

Meeting Date: December 3, 2014

Agenda Item No. **9**

**Agenda Title: Authorizing the Participation in the Joint Meetings of the Sister Cities Group of Central Palm Beach County Municipalities**

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager \_\_\_\_\_

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

**11/6/14**

*Vivian Mendez – Town Clerk*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	Costs: \$ <b>0.00</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Resolution</b> <b>Florida State Statue 166.0213</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <b>UM</b>  <b>Please initial one.</b>

**Summary Explanation/Background:** The Town of Lake Park has been invited to participate in joint meetings with a group of central Palm Beach County municipalities who have identified themselves as the Sister Cities. These joint meetings allow these municipalities to receive, discuss, and act upon matters of mutual interest. The municipalities included in the Sister Cities group are the City of Lake Worth, the Town of Mangonia Park, Town of Palm Beach, Town of Palm Beach Shores, the City of Riviera Beach, and the City of West Palm Beach.

These meetings are public meetings and they fall under certain requirements dealing with the holding of public meetings. Florida State Statute (166.0213) entitled "Governing body meetings" states that

the “governing body of [a] municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution”, which became effective on July 1, 2014.

Staff is recommending approval of this Resolution to comply with F.S. 166.0213 and to participate in the joint meetings of the Sister Cities group.

**Recommended Motion:** I move to adopt Resolution ~~46~~-12-14

**RESOLUTION NO. 46-12-14**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING PARTICIPATION IN THE JOINT MEETINGS OF A GROUP OF CENTRAL PALM BEACH COUNTY MUNICIPALITIES WHO HAVE IDENTIFIED THEMSELVES AS THE SISTER CITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

**WHEREAS**, Section 166.0213, Fla. Stat. titled Governing body meetings became effective July 1, 2014; and

**WHEREAS**, Section 166.0213 Fla. Stat. establishes the following:

(1) “The governing body of a municipality having a population of 500 or fewer residents may hold meetings within 5 miles of the exterior jurisdictional boundary of the municipality at such time and place as may be prescribed by ordinance or resolution”.

(2) “The governing body of a municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution”.

**WHEREAS**, Section 166.0213 Fla. Stat. requires the time and place of a joint meeting with another municipality shall be prescribed by ordinance or resolution.

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

**Section 1:** The whereas clauses are incorporated herein.

**Section 2:** The Town of Lake Park, Florida states that it will participate in the joint meetings of the central Palm Beach County municipalities who have identified themselves at the Sister Cities to receive, discuss, and act upon matters.

**Section 3:** This Resolution shall become effective immediately upon adoption.



Select Year: 2014 

## The 2014 Florida Statutes

---

[Title XII](#)  
MUNICIPALITIES

[Chapter 166](#)  
MUNICIPALITIES

[View Entire Chapter](#)

**166.0213 Governing body meetings.—**

(1) The governing body of a municipality having a population of 500 or fewer residents may hold meetings within 5 miles of the exterior jurisdictional boundary of the municipality at such time and place as may be prescribed by ordinance or resolution.

(2) The governing body of a municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution.

**History.—**s. 1, ch. 2011-147; s. 1, ch. 2014-14.

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West's Florida Statutes Annotated  
Title XII. Municipalities (Chapters 165-185)  
Chapter 166. Municipalities (Refs & Annos)  
Part I. General Provisions

West's F.S.A. § 166.0213

166.0213. Governing body meetings

Effective: July 1, 2014

Currentness

(1) The governing body of a municipality having a population of 500 or fewer residents may hold meetings within 5 miles of the exterior jurisdictional boundary of the municipality at such time and place as may be prescribed by ordinance or resolution.

(2) The governing body of a municipality may hold joint meetings to receive, discuss, and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution.

**Credits**

Added by Laws 2011, c. 2011-147, § 1, eff. July 1, 2011. Amended by Laws 2014, c. 2014-14, § 1, eff. July 1, 2014.

West's F. S. A. § 166.0213, FL ST § 166.0213

Current through Ch. 254 (End) of the 2014 2nd Reg. Sess. of the Twenty-Third Legislature

End of Document

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# TAB 10



**Town of Lake Park Town Commission  
Agenda Request Form**

**Meeting Date:** December 3, 2014

**Agenda Item No.** 10

**Agenda Title:** Setting Dates for Future Quarterly Visioning Meetings.

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

**Approved by Town Manager** DSS **Date:** 11/20/14

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

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

**Summary Explanation/Background:**

As per the consensus discussion of the Town Commission at the November 19, 2014 Commission meeting, this agenda item is presented for purposes of establishing future dates for quarterly visioning meetings.

**Recommended Motion:** A motion may not be necessary. However, members of the Town Commission should bring their personal calendars with them to this meeting for purposes of selecting future quarterly visioning meeting dates.