



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, September 15, 2010,  
Immediately following the CRA Budget  
Hearing  
Lake Park Town Hall  
535 Park Avenue

|                              |   |                      |
|------------------------------|---|----------------------|
| <b>Desca DuBois</b>          | — | <b>Mayor</b>         |
| <b>Patricia Osterman</b>     | — | <b>Vice-Mayor</b>    |
| <b>Steven Hockman</b>        | — | <b>Commissioner</b>  |
| <b>Jeanine Longtin</b>       | — | <b>Commissioner</b>  |
| <b>Kendall Rumsey</b>        | — | <b>Commissioner</b>  |
| .....                        |   |                      |
| <b>Maria V. Davis</b>        | — | <b>Town Manager</b>  |
| <b>Thomas J. Baird, Esq.</b> | — | <b>Town Attorney</b> |
| <b>Vivian M. Lemley, 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**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PUBLIC and OTHER COMMENT**

This time is provided for audience members to address 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.

- G. **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.

For Approval:

1. Resolution No. 41-09-10 - Non-Exclusive Roll-Off Tab 1
2. Resolution No. 42-09-10 – K-Industries LLC. Access Easement Agreement Tab 2

H. **DISCUSSION AND POSSIBLE ACTION**

3. New Town Logo Tab 3

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

J. **ADJOURNMENT:**

# **Consent Agenda**

# TAB 1

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

Meeting Date: September 15, 2010

Agenda Item No. 1

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD             |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |  |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Non-Exclusive Franchise Roll-off Collection Program

**RECOMMENDED MOTION/ACTION:** Adopt Resolution.

Approved by Town Manager *Ann M. Costello* Date: *9/9/10*

*Ann M. Costello*  
Name/Title Finance Director

*9/9/10*  
Date of Actual Submittal

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br>Finance   | Costs: \$ N/A<br><br>Funding Source:<br>Acct. #  | <b>Attachments:</b><br>Resolution  |
| Department Review:<br><input checked="" type="checkbox"/> Town Attorney <u><i>ACB</i></u><br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance <u><i>AMC 9/9/10</i></u><br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> Marina _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input checked="" type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>OR<br>Not applicable in this case _____:<br><br>Please initial one.  |

**Summary Explanation/Background:** Currently the Town has an exclusive franchise agreement with Waste Management Inc. to provide roll-off container collection services within the Town. The collection fees are set by this agreement and all customers in need of this service are required to contract with Waste Management. Current fees, including fuel surcharge, are \$206.48 per pull plus a 10% franchise fee which Waste Management pays to the Town.

The program that is being proposed is a non-exclusive franchise agreement program which would allow one or more interested haulers to apply for a franchise and be granted the right to operate roll-off collections services within the Town. Haulers will be required to submit an application and required documentation within the specified timeframe to establish that they meet all of the requirements delineated in this resolution. Franchises will be for a period of three years and all franchised roll-off collection haulers will be required to pay to the Town a non-exclusive franchise fee of \$1,500.00 per year in addition to roll-off collection fees of 15% of net revenues. The franchise fee will be payable prior to commencing business within the Town and annually thereafter and collection fees will be payable quarterly. The Town Commission may limit the number of non-exclusive franchises granted where such limitation is deemed to be in the public interest. Rates and charges for service will be determined by agreement between the franchisee and its customer.

This program will benefit the customers of the Town that are required to contract for this service whereby they will be able to negotiate with the approved haulers for the best possible rates for service and not be restricted to one company with set rates. The Town currently collects approximately \$12,000 per year with the existing hauler. It is not anticipated that this program will generate increased revenue to the Town but it will give the citizenry better choices and allow the haulers to compete for their business.

**RESOLUTION NO. 41-09-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ESTABLISHING AN APPLICATION PROCESS FOR AUTHORIZING NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Commission has determined that the residents and businesses of the Town would benefit if a process for granting non-exclusive franchises for roll-off collection services is created; and

**WHEREAS**, upon the adoption of this Resolution any person, firm, company or corporation may apply for a franchise; and

**WHEREAS**, in order to be granted a franchise an applicant must comply with the process and criteria set forth herein.

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

**SECTION 1. - Engaging in business of roll-off collection services.**

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a nonexclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The nonexclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

- (b) The nonexclusive franchise authorized by this resolution may be used only by the firm, company or corporation issued the franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a franchise may not subcontract with any other individual, firm, company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.
- (c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.
- (d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.
- (e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.
- (f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.
- (g) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection franchise program established in this resolution; including but not limited to the right to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.
- (h) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct roll-off collection services.
- (i) The grant of a franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

**SECTION 2. - Nonexclusive franchise fee requirement; monthly fees; reporting requirements.**

- (a) All franchised roll-off collection service operators shall pay to the Town a nonexclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the



second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.

(b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.

(c) The franchisee shall, each quarter, within 30 days of the last day of each calendar quarter, deliver to the Finance Director or designee:

(1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.

(2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.

(3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.

(d) No property owner may share a roll-off collection account with another property owner.

(e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.

(f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

### **SECTION 3. - Rates for roll-off collection services.**

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

### **SECTION 4. - Disposal required at Town- and/or county-approved facilities.**

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection

and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

**SECTION 5. - Application.**

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 5:00 PM October 29, 2010. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

**SECTION 6. - Insurance/ Workers Compensation.**

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

**SECTION 7. - Authorization to provide services.**

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

**SECTION 8. - Term of franchise.**

The term of the franchises shall be for a period of three (3) years commencing January 1, 2011 and terminating December 31, 2013.

**SECTION 9. - Transfer of nonexclusive franchise.**

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and

shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

**SECTION 10. - Revocation of nonexclusive franchise.**

- (a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any nonexclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.
- (b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.
- (c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.
- (d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein..

**SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.**

- (a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.
- (b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.
- (c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

# TAB 2

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

**Meeting Date: Sept 15, 2010**

Agenda Item No. 2

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

**CONSENT AGENDA**

**Other: Access Easement Agreement**

**SUBJECT: Easement Agreement with Town and Proposed Charter School**

**RECOMMENDED MOTION/ACTION: Approval**

Approved by Town Manager U.S. Davis

Date: 9/9/10

Patrick Sullivan CD Director

9-9-10

Name/Title

Date of Actual Submittal

|  |  |  |
|--|--|--|
| <p><b>Originating Department:</b><br/><b>Community Development</b></p>   | <p>Costs: \$ N/A</p> <p>Funding Source:</p> <p>Acct. #</p>   | <p>Attachments:</p>  |
| <p><b>Department Review:</b></p> <p><input type="checkbox"/> Town Attorney _____</p> <p><input type="checkbox"/> Community Affairs _____</p> <p><input checked="" type="checkbox"/> Community Development <i>PJS</i></p> | <p><input type="checkbox"/> Finance _____</p> <p><input type="checkbox"/> Fire Dept _____</p> <p><input type="checkbox"/> Library _____</p> <p><input type="checkbox"/> PBSO _____</p> | <p><input type="checkbox"/> Personnel _____</p> <p><input type="checkbox"/> Public Works _____</p> <p><input type="checkbox"/> Town Clerk _____</p> <p><input type="checkbox"/> Town Manager _____</p> |
| <p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input type="checkbox"/> Not Required</p>  | <p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>                          | <p><b>Yes I have notified everyone</b> <u>[Signature]</u></p> <p>Or 9/9/2010</p> <p>Not applicable in this case _____:</p> <p>Please initial one.</p>  |

**Summary Explanation/Background:** The Town will be providing an easement that will allow access to a land locked parcel. The easement will be granted to a charter school that needs access to 13<sup>th</sup> Street and Joule Road. Please see staff report for more information.

**Town of Lake Park  
Community Development Department**



*Patrick Sullivan, AICP, CED, Director*

Memo Date: August 10, 2010

---

To: Town Commission

---

Re: Access easement resolution.

The Community Learning Outreach Center has plans to build a "green" charter school on 4 acres of land at the end of 13<sup>th</sup> Street (see attached maps). The school is subdividing a small parcel from the larger parcel and as a result does not have access from Silver Beach Road. A subdivision requires that there be proper access to a road in order to proceed. The parcel in question abuts a road only at the north east point of the property and there is no room to access that point without encroaching on other property. However, the small parcel in question abuts Town property that is designated to be part of the Park Avenue Extension at some point in the future but at the present time is only a parcel of land and is not a road yet. In order for the subdivision of the property to occur the school will need an access easement from the Town to cross the Town's property and connect to 13<sup>th</sup> Street and Joule Road. The school will then construct a road access on the Town's property and along the top part of the newly created parcel. This connection aligns with the projected roadway extension that will be built in the future. When the road is built in the future the easement will go away as the school site will have access to a Town road when the road is built. (See maps and site plan).

Any improvements or additions to the roadways will be at the expense of the applicant, not the Town.

Patrick Sullivan, AICP, CED, Director  
Community Development Department  
881-3319 fax 881-3323  
[psullivan@lakeparkflorida.gov](mailto:psullivan@lakeparkflorida.gov)

**RESOLUTION NO. 42-09-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ACCESS EASEMENT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND K-INDUSTRIES LLC AND; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is the fee simple owner of certain real property more particularly described on **Exhibit "A,"** attached hereto and incorporated herein (hereinafter the Easement Property); and

**WHEREAS**, the Town agrees to grant to K-Industries, LLC (Grantee) a non-exclusive roadway and right-of-way easement across the Easement Property to provide Grantee ingress and egress through the Easement Property to the property of Grantee for the benefit of Grantee, its heirs, assignees and invitees; and,

**WHEREAS**, Grantee requires this easement in order for its employees, students and visitors to have ingress and egress to and from its property and,

**WHEREAS**, the parties have agreed to memorialize the terms pursuant to which the Grantee shall have access to and through the Easement Property by executing an Access Easement Agreement.

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

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

**Section 2.** The Mayor is hereby authorized and directed to execute the Access Easement Agreement which is attached hereto and incorporated herein as **Exhibit "B"**.

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF ACCESS EASEMENT**



**DESCRIPTION & SKETCH  
PREPARED FOR:  
K INDUSTRIES, LLC**

**ACCESS EASEMENT  
TOWN OF LAKE PARK**

**LEGAL DESCRIPTION**

A PARCEL OF LAND, LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE WEST LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 20, NORTH 01°21'11" EAST, A DISTANCE OF 1350.87 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 20 AND A POINT ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 12063, PAGE 1842 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINES, SOUTH 88°29'41" EAST, A DISTANCE OF 845.77 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 12063, PAGE 1842, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 6574, PAGE 530, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND AND ALONG THE BOUNDARY LINE OF SAID RIGHT-OF-WAY; SOUTH 01°22'57" WEST, A DISTANCE OF 29.99 FEET; THENCE CONTINUE ALONG SAID EAST LINE AND SAID BOUNDARY LINE OF RIGHT-OF-WAY, SOUTH 88°29'35" EAST, A DISTANCE OF 3.34 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE DEPARTING SAID EAST LINE AND CONTINUE ALONG SAID BOUNDARY LINE OF RIGHT-OF-WAY, NORTH 01°18'43" EAST, A DISTANCE OF 20.01 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE OF RIGHT-OF-WAY, SOUTH 88°41'23" EAST, A DISTANCE OF 83.18 FEET; THENCE DEPARTING SAID BOUNDARY LINE OF RIGHT-OF-WAY, SOUTH 01°30'19" WEST, A DISTANCE OF 79.98 FEET TO A POINT ON THE NORTH LINE OF PARCEL 1, AS DESCRIBED IN OFFICIAL BOOK 11995, PAGE 853, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, NORTH 88°42'54" WEST, A DISTANCE OF 82.90 FEET TO A POINT ON THE SAID EAST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 12063, PAGE 1842; THENCE ALONG SAID EAST LINE, NORTH 01°18'43" EAST, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.153 ACRES OR 6,643 SQUARE FEET MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JULY 16, 2010

LIDBERG LAND SURVEYING, INC.

**ABBREVIATIONS:**

- NE - NORTHEAST
- NW - NORTHWEST
- ORB - OFFICIAL RECORD BOOK
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- ROW - RIGHT-OF-WAY

DAVID C. LIDBERG  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 3613

09/02/10 REVISED SKETCH & DESCRIPTION 00-072-410A LJC  
08/03/10 REVISED SKETCH & DESCRIPTION 00-072-410 LJC

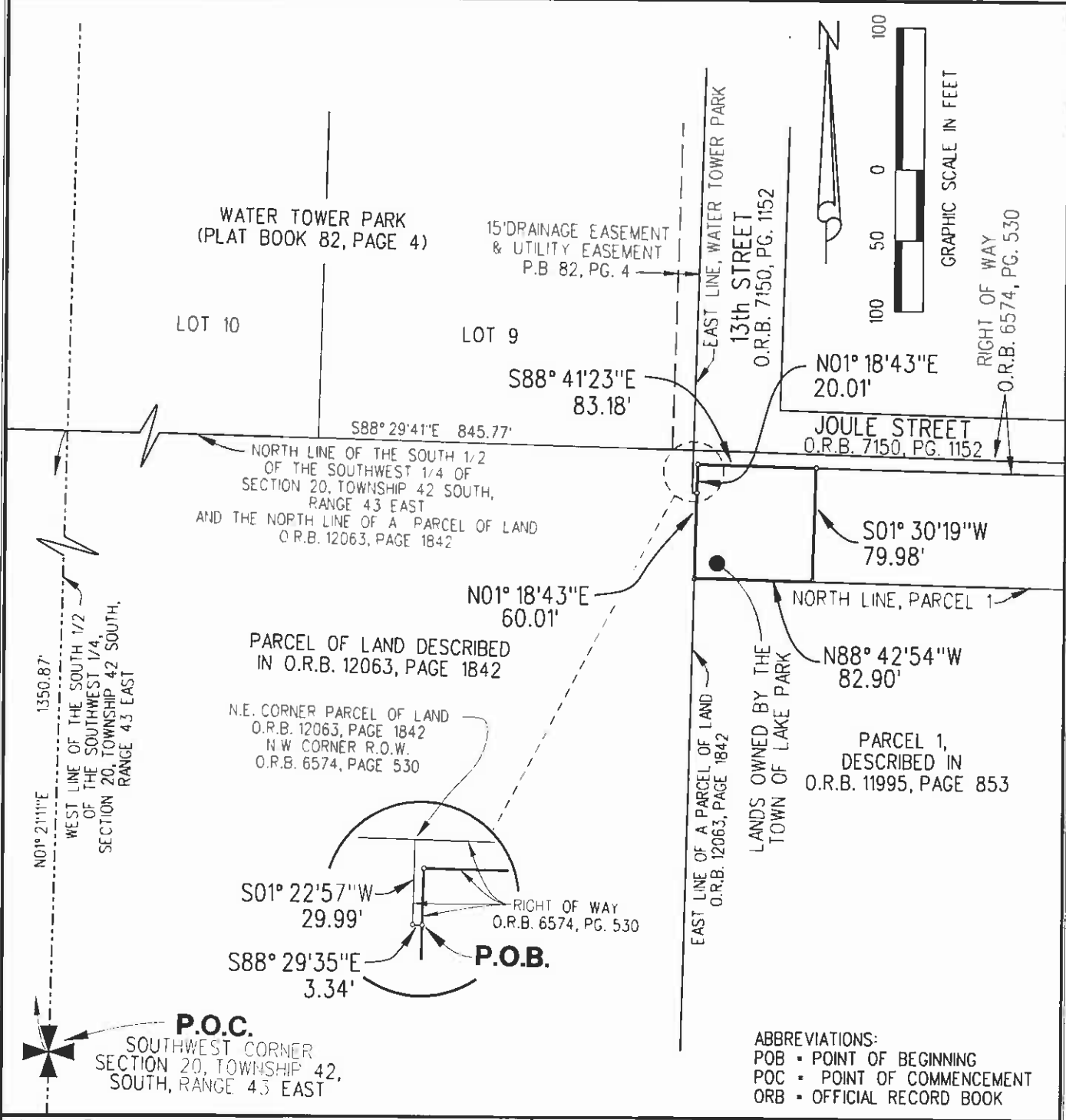


LB4431

675 West Indian Town Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

|     |   |              |                 |
|-----|---|--------------|-----------------|
| CAD | K:\UST\204243\00-072-303A\00-072-303A.DGN |              |                 |
| REF |   |              |                 |
| FLD | FB.                                       | PG.          | JOB 00-072-303A |
| OFF | LJC & RJW                                 |              | DATE 07/16/10   |
| CKD | DCL                                       | SHEET 1 OF 2 | DWG A00-072B    |

**DESCRIPTION & SKETCH  
PREPARED FOR:  
K INDUSTRIES, LLC  
ACCESS EASEMENT  
TOWN OF LAKE PARK**

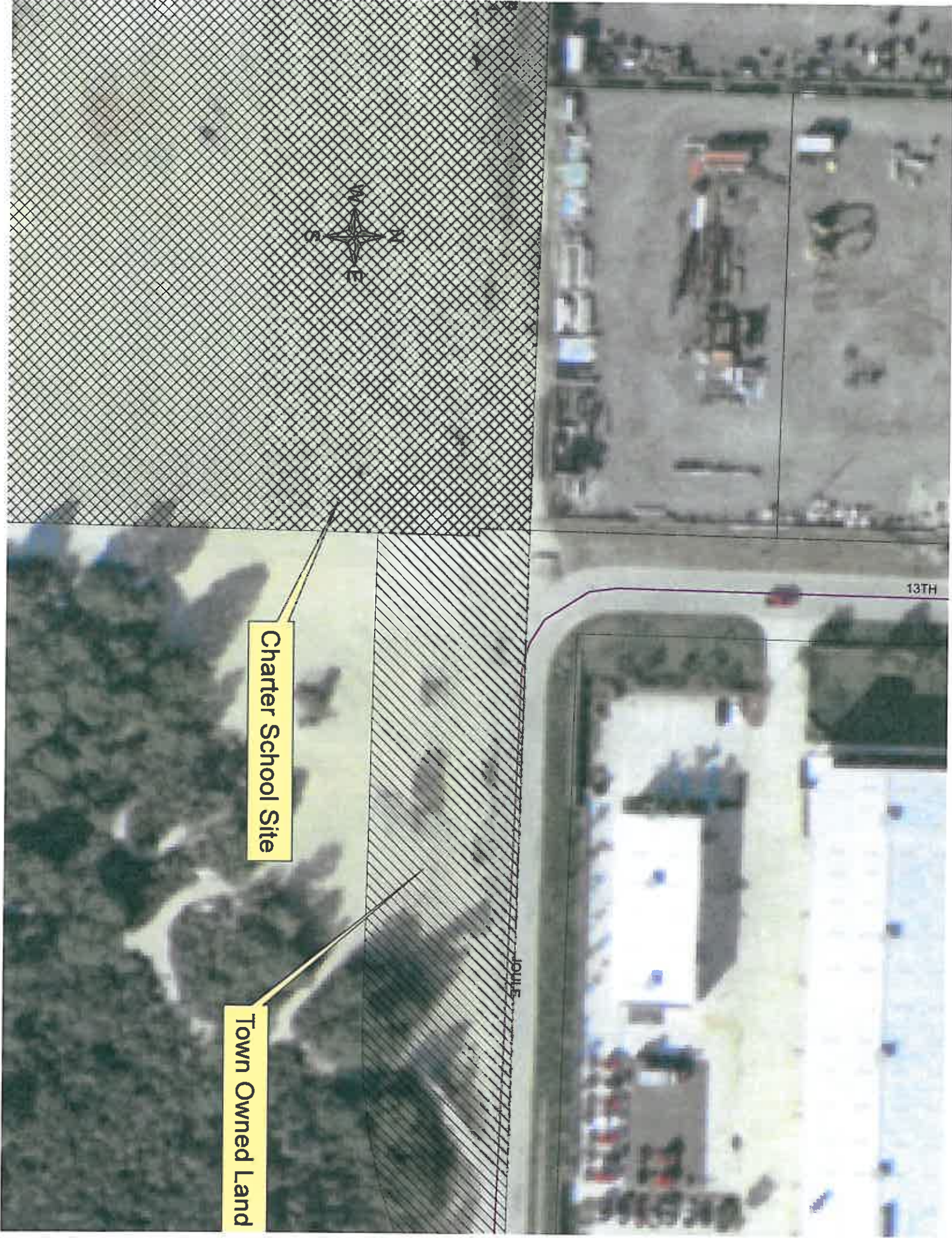


**LIDBERG LAND SURVEYING, INC.**

675 West Indian Town Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

LB4431

|  |         |      |                 |
|--|---------|------|-----------------|
| CAD: K:\UST \ 204243 \ 00-072-303A \ 00-072-303A.DGN |         |      |                 |
| REF  |         |      |                 |
| FLD  | FB.     | PG   | JOB 00-072-303A |
| OFF L.J.C. & R.J.W.                                  |         |      | DATE 07/16/10   |
| CPD D.C.L  | SHEET 2 | OF 2 | DWG A00-072B    |

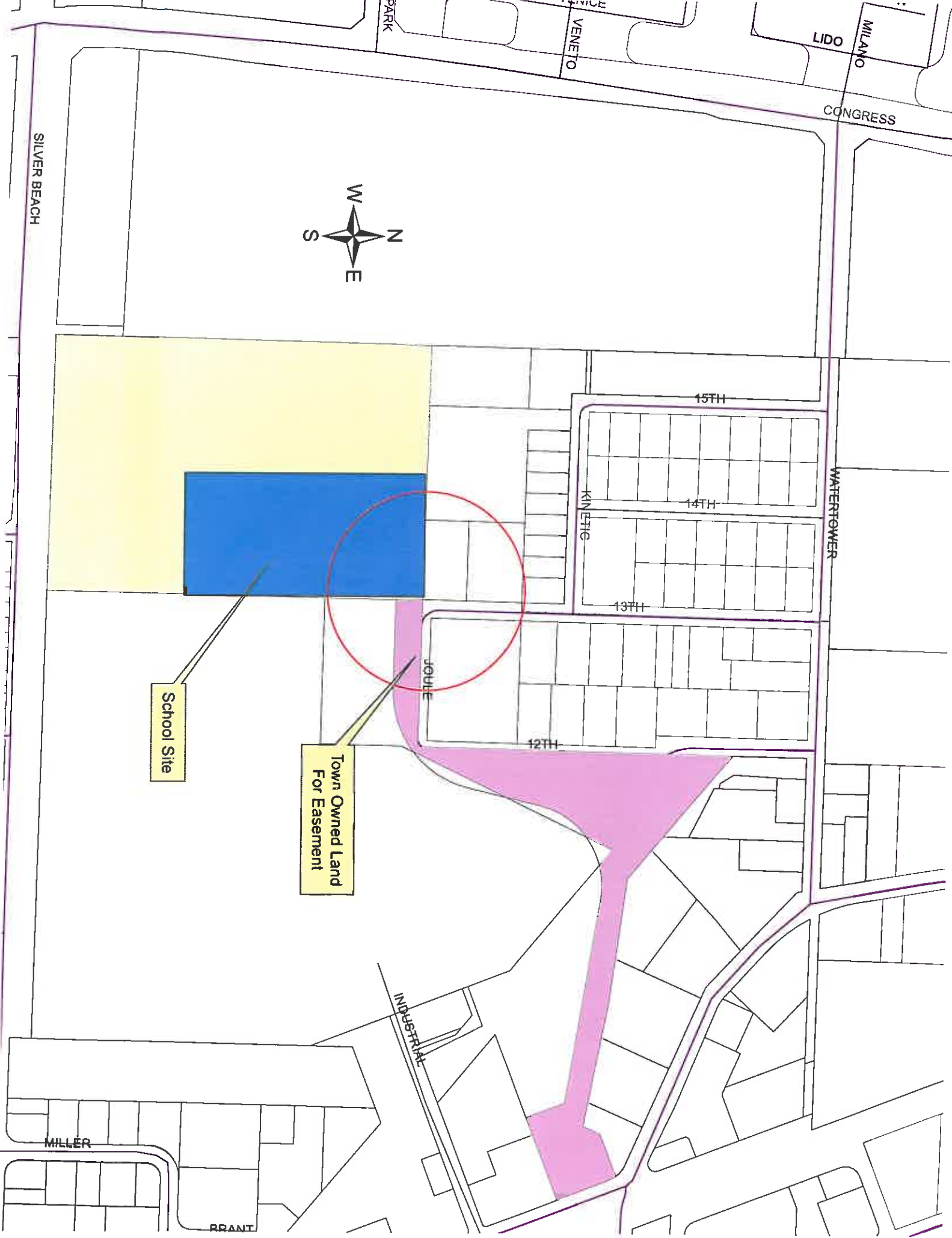


**Charter School Site**

**Town Owned Land**

13TH

1015



SILVER BEACH



School Site

Town Owned Land  
For Easement

MILANO  
LIDO  
CONGRESS

15TH

14TH

13TH

12TH

KINETIC

JOLIE

MILLER

BRANT

INDUSTRIAL



Exhibit "B"

Access Easement Agreement

This Instrument prepared by  
and return to after recording:  
Clerk of Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the Agreement) made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Lake Park, a municipal corporation of the state of Florida, whose address is 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as "Grantor") and K-Industries LLC, a Florida limited liability company (hereinafter referred to as "Grantee").

**WHEREAS**, Grantor is the fee simple owner of certain real property more particularly described on Exhibit "A," attached hereto and incorporated herein (hereinafter the Easement Property); and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive roadway and right-of-way easement across the Easement Property to provide Grantee ingress and egress through the Easement Property to the property of Grantee for the benefit of Grantee, its heirs, assignees and invitees; and,

**WHEREAS**, Grantee requires this easement in order for its employees, students and visitors to have ingress and egress to and from its property and,

**WHEREAS**, the parties have agreed to memorialize the terms pursuant to which the Grantee shall have access to and through the Easement Property.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00), the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Grantor hereby grants to Grantee a non-exclusive perpetual easement in favor of Grantee for the purposes of providing Grantee, its employees, students and their families and visitors ingress and egress to and from the Easement Property.
3. The easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever.
4. Grantor hereby covenants, warrants, and represents that it is lawfully seized of the Easement Property in fee simple; that the Easement Property is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this Easement.

5. Reservations. Grantor hereby reserves all rights of ownership in and to the Easement Property, provided the rights granted do not unreasonably interfere with the rights herein granted to Grantee, or to the Grantor's contractors, agents and utility providers in connection with the construction and/or maintenance of the improvements adjacent to the Easement Property. Grantor shall promptly repair any damage caused by Grantor, its employees, agents and contractors.
6. Maintenance. Grantee shall at all times, at its sole cost and expense maintain and secure the Easement Property and the Improvements thereon (but excluding any utilities and improvements which Grantor may construct or install thereon) in a good conditions and in a clean and orderly and attractive manner, suitable for their intended use and in compliance with applicable statutes, laws, does, ordinances, rules and regulations.
7. Insurance. Grantee represents that it has and shall maintain insurance covering the Easement Property. Grantee shall provide to Grantor written notice of any cancellation or modification of any of Grantee's applicable policies. A certificate of insurance or duplicate policy(ies) showing such policy(ies) in force shall be delivered to Grantor prior to the commencement of construction and updated or renewed certificates shall be delivered to Grantor upon written request. Grantee shall have the right, in lieu of maintaining the insurance policies provided above, to self-insure against such risks in accordance with the standard practices and procedures of Grantee with respect to other properties owned by Grantee.
8. Runs with the Land. The provisions of this Agreement shall run with the land and shall be for the benefit of, and be binding upon, the respective successors and assigns of Grantor and Grantee.
9. Amendments; Termination. This Agreement may be amended, modified, restated or terminated with the mutual consent of Grantor and Grantee and no other party or person shall be required to join therein.
10. Attorneys' Fees. In the event of any dispute concerning the rights and obligations of the parties under this Agreement, the prevailing party in any action shall be entitled to reimbursement of all reasonable attorneys' fees and costs incurred at all trial and appellate levels.
11. Construction. The section headings contained in this Agreement are for referenced purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
12. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision,



shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Agreement shall be construed in full force and effect.

- 13. Grantor fully warrants that it shall defend the title to the Easement Property against the lawful claims of all persons whomsoever.
- 14. Grantee acknowledges that regardless of the foregoing, this Agreement and the easement herein are non-exclusive.
- 15. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.
- 16. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2010\_\_\_\_\_.

WITNESSES:

GRANTOR: TOWN OF LAKE PARK

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

GRANTEE: K-INDUSTRIES, LLC

BY: \_\_\_\_\_

Carl L.C. Kah, Jr  
Its Managing Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**(Limited Liability Company Acknowledgement)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers' licenses as identification, and who did or did not take an oath.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State Of Florida  
My Commission expires:

**(Town of Lake Park Acknowledgement)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by \_\_\_\_\_, Mayor and \_\_\_\_\_, Town Clerk, on behalf of the Town of Lake Park as Grantor herein and who are personally known to me or who have produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# TAB 3

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

Meeting Date: **September 15, 2010**

Agenda Item No. **3**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                   |
| <input type="checkbox"/> Ordinance on Second Reading |   |
| <input type="checkbox"/> Public Hearing              | <input checked="" type="checkbox"/> <b>DISCUSSION</b> |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD                |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input type="checkbox"/> CONSENT AGENDA               |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Selection of an Official Town Logo

**RECOMMENDED MOTION/ACTION:** Provide Direction to Staff

Approved by Town Manager *W. Davis* Date: 9/10/10

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

|   |  |   |
|---|--|---|
| <b>Originating Department:</b><br><b>Town Manager</b>   | <b>Costs:</b><br>Funding Source:<br>Acct. #  | <b>Attachments:</b>   |
| <b>Department Review:</b><br><input type="checkbox"/> Town Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> Marina _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case _____:<br>Please initial one.   |

**Summary Explanation/Background:** The Town Commission was presented with logo options on September 8<sup>th</sup>, and requested to defer the agenda item until September 15th.

LAKE PARK LOGO : EXISTING LOGOS

1



2



3



LAKE PARK LOGO : LOGO CONCEPTS



1



2



3



4



5



6